

THE TRUSTEES OF TE KOROWAI O NGARUAHINE TRUST

and

THE CROWN

**SECOND DEED TO AMEND
NGARUAHINE
DEED OF SETTLEMENT**

SECOND DEED TO AMEND NGARUAHINE DEED OF SETTLEMENT

THIS DEED is made on the *5th* day of *April* 2016

BETWEEN

THE TRUSTEES OF TE KOROWAI O NGARUAHINE TRUST

AND

THE CROWN

1. BACKGROUND

- A. The trustees of Te Korowai o Ngaruahine Trust and the Crown are parties to:
- (a) a Deed of Settlement executed on 9 August 2014; and
 - (b) a Deed to Amend the Ngaruahine Deed of Settlement dated 6 November 2014,
- (together, the "**Deed of Settlement**").
- B. The trustees of Te Korowai o Ngaruahine Trust and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with paragraph 5.1 of the General Matters Schedule to the Deed of Settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

- 1.1 This deed takes effect when it is properly executed by the parties.

AMENDMENTS TO THE DEED OF SETTLEMENT

- 1.2 The Deed of Settlement:
- 1.2.1 is amended by making the amendments set out in Schedule 1 to this deed; but
 - 1.2.2 remains unchanged except to the extent provided by this deed.

DEFINITIONS AND INTERPRETATION

- 1.3 Unless the context otherwise requires:
- 1.3.1 terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and
 - 1.3.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this deed.

COUNTERPARTS

- 1.4 This deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that the parties are not signatories to the original or same counterpart.

SECOND DEED TO AMEND NGARUAHINE DEED OF SETTLEMENT

SIGNED as a deed on 5 APRIL 2016

SIGNED for and on behalf of THE CROWN by the Minister for Treaty of Waitangi Negotiations in the presence of:

Christopher Finlayson
Honourable Christopher Finlayson

Jamie Marley
Signature of Witness

Jamie Marley
Witness Name

Secretary
Occupation

Parliament Buildings
Address

SIGNED by the trustees of the TE KOROWAI O NGARUAHINE TRUST in the presence of:

William Edwards
Will Edwards, Chairperson

Cassandra Crowley
Signature of Witness

CASSANDRA CROWLEY
Witness Name

KAITUMUAKI
Occupation

47 COLLINS ST, HAWERA
Address

Hannah Robinson
Hannah Robinson, Trustee - deputy Chair

Aoho Hahaione
TE AROHA HOKAIA, Trustee

18 WE

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current reference	Amendment
Clause 5.13	<p>Clause 5.13 is deleted and replaced with the following clause:</p> <p>"5.13 In relation to the Kaipi Street property, section 83 of the draft settlement bill will provide that, despite section 345(1) of the Local Government Act 1974, the South Taranaki District Council may:</p> <p style="padding-left: 40px;">5.13.1 enter into an agreement for sale and purchase for that property with the trustees of Te Korowai o Ngaruahine Trust; and</p> <p style="padding-left: 40px;">5.13.2 transfer that property to the trustees of Te Korowai o Ngaruahine Trust in accordance with clause 5.15 if that clause applies."</p>
New clause 5.13A	<p>The following new clause is inserted immediately after clause 5.13:</p> <p>"5.13A In relation to Te Ngutu o te Manu site B, the settlement legislation will provide that the South Taranaki District Council may enter into an agreement for sale and purchase for that property with the trustees of Te Korowai o Ngaruahine Trust, as contemplated by clause 5.12."</p>
Clause 5.15.2(a)	<p>Clause 5.15.2 is deleted and replaced with the following clause:</p> <p>"5.15.2 in relation to Te Ngutu o Te Manu site B, sections 81 and 82 of the draft settlement bill will provide that immediately before the transfer of that property to the trustees of Te Korowai o Ngaruahine Trust:</p> <p style="padding-left: 40px;">(a) the reservation of Te Ngutu o Te Manu site B as a recreation reserve subject to the Reserves Act 1977 will be revoked;</p> <p style="padding-left: 40px;">(b) the fee simple estate in that property will vest in the South Taranaki District Council; and</p> <p style="padding-left: 40px;">(c) sections 24 and 25 of the Reserves Act 1977 will not apply to the revocation of the reserve status."</p>
Clause 6.3	<p>Clause 6.3 is deleted and replaced with the following:</p> <p>"6.3 The trustees of Te Korowai o Ngaruahine Trust may during the deferred selection period give the Crown a written notice of interest in accordance with part 4 of the property redress schedule."</p>
New clauses 7.11 and 7.12	<p>The following new clauses are added immediately after clause 7.10:</p> <p>"NGA HAPU O NGARUAHINE IWI INCORPORATED</p> <p>7.11 The settlement legislation will provide:</p> <p style="padding-left: 40px;">7.11.1 that Nga Hapu is dissolved;</p> <p style="padding-left: 40px;">7.11.2 that the assets and liabilities of Nga Hapu vest in the trustees of</p>

NS MB

SECOND DEED TO AMEND NGARUAHINE DEED OF SETTLEMENT

Current reference	Amendment
	<p>Te Korowai o Ngaruahine Trust (but, to avoid doubt, the assets and liabilities of Ngaruahine Fisheries Limited remain assets and liabilities of that company);</p> <p>7.11.3 that to the extent that any asset or liability of Nga Hapu is owned or held subject to any charitable trusts, the asset or liability vests in the trustees of Te Korowai o Ngaruahine Trust:</p> <p style="padding-left: 40px;">(a) freed of those charitable trusts; but</p> <p style="padding-left: 40px;">(b) subject to those trusts expressed in the deed of trust for Te Korowai o Ngaruahine Trust;</p> <p>7.11.4 that upon the vesting referred to in clause 7.11.2, in relation to Ngaruahine Fisheries Limited:</p> <p style="padding-left: 40px;">(a) to the extent that any asset or liability of Ngaruahine Fisheries limited is owned or held subject to any charitable purposes:</p> <p style="padding-left: 80px;">(i) the asset or liability is freed of those charitable purposes; and</p> <p style="padding-left: 80px;">(ii) the company's constitution is deemed to have been amended to the extent necessary to give effect to clause 7.11.4(a)(i); and</p> <p style="padding-left: 40px;">(b) if Ngaruahine Fisheries Limited is a tax charity for the purposes of the Inland Revenue Acts, the company ceases to be a tax charity; and</p> <p>7.11.5 for various transitional arrangements in respect of Nga Hapu and Ngaruahine Fisheries Limited, including transitional taxation arrangements.</p> <p>RECOGNITION OF NEW MANDATED IWI ORGANISATION</p> <p>7.12 The settlement legislation will:</p> <p>7.12.1 provide that the trust deed of Te Korowai o Ngaruahine Trust is deemed to comply with the Māori Fisheries Act 2004 for a period of two years from the date on which the settlement legislation comes into force;</p> <p>7.12.2 provide that Te Korowai o Ngaruahine Trust is the MIO for Ngaruahine (listed as Nga Ruahine in Schedule 3 of the Maori Fisheries Act 2004), in place of the Nga Hapu o Ngaruahine Iwi Incorporated, as if Te Korowai o Ngaruahine Trust were recognised as the MIO under section 13(1) of that Act;</p> <p>7.12.3 confirm that Ngaruahine Fisheries Limited is the asset-holding company of Te Korowai o Ngaruahine Trust under the Māori Fisheries Act 2004; and</p> <p>7.12.4 provide for certain consequential matters arising from the recognition of Te Korowai o Ngaruahine Trust as the MIO for Ngaruahine."</p>

General Matters Schedule

Current reference	Amendment
Paragraph 6.1	The definition of " deferred selection period " is deleted and replaced with the following: " deferred selection period means a period of two years starting on the settlement date; and"
Paragraph 6.1	After the definition of " indemnity payment ", the following new definition is inserted: " Inland Revenue Acts has the meaning given in section 3(a) of the Tax Administration Act 1994; and".
Paragraph 6.1	After the definition of " main body of this deed ", the following new definition is inserted: " Mandated Iwi Organisation and MIO have the meaning given to "mandated iwi organisation" in section 5 of the Maori Fisheries Act 2004; and".

Property Redress Schedule

Current reference	Amendment
Paragraph 4.1	Paragraph 4.1 is deleted and replaced with the following: "4.1 The trustees of Te Korowai o Ngaruahine Trust may during the deferred selection period give the Crown a written notice of interest in purchasing a deferred selection property."