

THE AFFILIATE TE ARAWA IWI/HAPU

and

THE TRUSTEES OF THE TE PUMAUTANGA O TE ARAWA TRUST

and

THE SOVEREIGN

in right of New Zealand

**SECOND DEED TO AMEND THE DEED OF SETTLEMENT
OF THE HISTORICAL CLAIMS OF THE AFFILIATE TE
ARAWA IWI/HAPU**

SECOND DEED TO AMEND THE DEED OF SETTLEMENT

SECOND DEED TO AMEND THE DEED OF SETTLEMENT

THIS DEED is made on the day of 2009

BETWEEN

THE AFFILIATE TE ARAWA IWI/HAPU

AND

THE TRUSTEES OF THE TE PUMAUTANGA O TE ARAWA TRUST

AND

THE SOVEREIGN in right of New Zealand acting by the Minister for Treaty of Waitangi Negotiations

SECOND DEED TO AMEND THE DEED OF SETTLEMENT

BACKGROUND

- A. The Crown and the Affiliate Te Arawa Iwi/Hapu were parties to a deed of settlement dated 30 September 2006 (the "Original Deed of Settlement").
- B. The Te Pumautanga Trustees, by a deed of trust dated 1 December 2006, established the Te Pumautanga o Te Arawa Trust as the Governance Entity under clause 3.4 of the Original Deed of Settlement.
- C. The Te Pumautanga Trustees, as required by clause 3.5 of the Original Deed of Settlement, entered into a deed of covenant dated 1 December 2006 with the Crown.
- D. But, with the agreement of the Affiliate Te Arawa Iwi/Hapu, the Crown did not propose the Settlement Legislation (as defined in the Original Deed of Settlement) and, instead the Affiliate Te Arawa Iwi/Hapu, entered into:
- the CNI Settlement Deed with the Crown and other iwi and hapu with interests in the Central North Island Forests; and
 - a deed of settlement dated 11 June 2008 (the "Deed of Settlement") with the Crown, replacing the Original Deed of Settlement, which omits any redress relating to the Central North Island Forests and includes enhancements as recognition that the Affiliate Te Arawa Iwi/Hapu agreed to amend the Original Deed of Settlement and have their interests in the Central North Island Forests addressed through the CNI Settlement Deed.
- E. The Parties may, in accordance with clause 15.13 of the Deed of Settlement, agree to amend the Deed of Settlement.
- F. The Parties entered into a deed dated 12 September 2008 (the "First Deed to Amend") amending the Deed of Settlement.
- G. The Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008 (the "Settlement Legislation") has been enacted.
- H. The Parties wish to enter into this Deed to record in accordance with clause 15.13 of the Deed of Settlement:
- an amendment to the definition of Historical Claims in the Deed of Settlement, so that this definition accords with the equivalent definition of "Affiliate historical claims" in the Settlement Legislation; and
 - amendments to the Deed of Settlement to effect the early transfer of the Geothermal Assets.

IT IS AGREED as follows:

1. AMENDMENTS TO THE DEED OF SETTLEMENT

The Deed of Settlement is amended by making the changes set out in Schedule 1 to this Deed.

2. EFFECTIVE DATE OF THIS DEED

This Deed takes effect when it is signed by the Parties.

3. EFFECT OF AMENDMENT TO THE DEED OF SETTLEMENT

The Deed of Settlement, as amended by the First Deed to Amend, remains unchanged except to the extent provided by this Deed.

4. SETTLEMENT LEGISLATION

The Parties confirm that the Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008 is the "Settlement Legislation" for the purposes of the Deed of Settlement (as amended by the First Deed to Amend).

5. DEFINITIONS AND INTERPRETATION

5.1 Unless the context otherwise requires:

"**CNI Settlement Deed**" means the Deed of Settlement of the Historical Claims of CNI (Central North Island) Forests Iwi Collective to the Central North Island Forests Land dated 25 June 2008, entered into by CNI (Central North Island) Forests Iwi Collective, Ngai Tuhoe, Ngati Manawa, Ngati Tuwharetoa, Ngati Whakauae, Ngati Whare, Raukawa and the Affiliate Te Arawa Iwi/Hapu and the Crown;

"**Deed of Settlement**" has the meaning it is given by paragraph D of the Background;

"**First Deed to Amend**" has the meaning it is given by paragraph F of the Background;

"**Original Deed of Settlement**" has the meaning it is given by paragraph A of the Background;

"**Party**" means each of the Affiliate Te Arawa Iwi/Hapu, the Te Pumautanga Trustees and the Crown; and

"**Settlement Legislation**" has the meaning it is given by paragraph G of the Background.

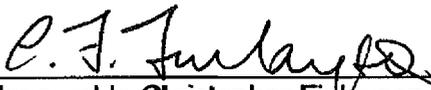
5.2 Unless the context requires otherwise:

5.2.1 terms or expressions defined in the Deed of Settlement have the same meanings in this Deed; and

5.2.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this Deed.

SIGNED as a deed .

SIGNED for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** by the Minister for Treaty of Waitangi Negotiations in the presence of:


Honourable Christopher Finlayson

WITNESS



11/08/09

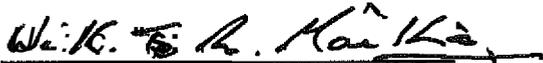
Name: Richard May

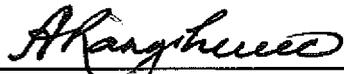
Occupation: Senior Private Secretary
Ioni

Address: 22 Lomita Road
Dunedin

SIGNED for and on behalf of the **AFFILIATE TE ARAWA IWI/HAPU** by the Trustees of the Te Pumautanga o Te Arawa Trust in the presence of:

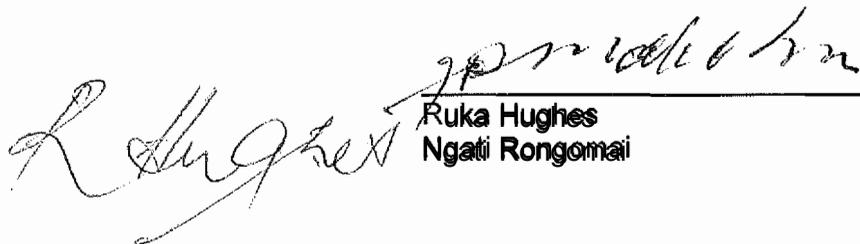

Eru George
Ngati Kea Ngati Tuara


Wikeepa Te Rangipuawhe Maika
Tuhourangi Ngati Wahiao

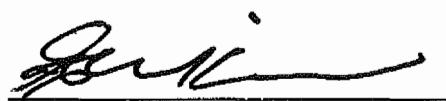

Anaru Rangihueua
Tuhourangi Ngati Wahiao


John Waaka
Tuhourangi Ngati Wahiao

Te Poroa Joseph Malcolm
Ngati Tarawhai

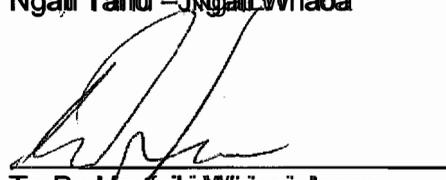

Ruka Hughes
Ngati Rongomai

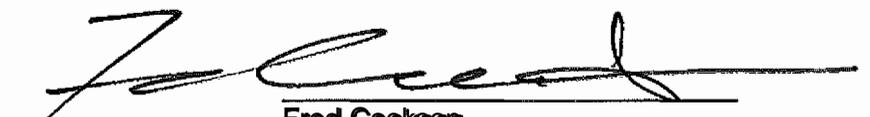

Eva Moke
Ngati Pikiāo


Edwin McKinnon
Ngati Pikiāo


Jim Schuster
Ngati Pikiāo


Roger Pikia
Ngati Tahu - Ngati Whaoa


Te Po haitaiki Wiringi Jones
Ngati Te Roro o Te Rangī


Fred Cookson
Ngati Uenukukopako


Mita Pirika

Ngati Tuteniu



Wallace Haumaha
Ngati Ngararanui



Materoa Peni
Ngati Tura – Ngati Te Ngakau

WITNESS



Name: **NERO PANAPA**

Occupation: **MANAGER**

Address: **Rotorua**

Schedule 1

AMENDMENTS TO DEED OF SETTLEMENT

Clause or schedule of the Deed of Settlement	Amendment to the Deed of Settlement
New clause 1.13	<p>The following new clause 1.13 is inserted immediately after clause 1.12:</p> <p>"To avoid doubt, Historical Claims does not include any claim submitted to the Waitangi Tribunal in accordance with the Treaty of Waitangi Act in respect of the airspace over, or the flight paths to, Rotorua airport."</p>
Clauses 10.39 and 10.40	The words "Settlement Date" are deleted and replaced by the words "Geothermal Assets Transfer Date".
Clause 14.3	The words "Clauses 4, 14 and 15.1-15.9" are deleted and replaced by the words "Clauses 4, 10.39, 10.40, 14 and 15.1-15.9".
Clause 16.3	<p>The following new defined term "Geothermal Assets Transfer Date" is inserted immediately after "Geothermal Assets":</p> <p>"Geothermal Assets Transfer Date means 1 April 2009"</p>
Part 11, Schedule 2	The words "Settlement Date" are deleted throughout this Part and replaced with the words "Geothermal Assets Transfer Date".
	The word "DEFERRED" is deleted from the heading to paragraphs 2.1-2.5.