

**NGĀTI HINERANGI**

**and**

**THE CROWN**

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**DEED TO AMEND  
NGĀTI HINERANGI DEED OF SETTLEMENT  
OF HISTORICAL CLAIMS**

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**DEED TO AMEND NGĀTI HINERANGI DEED OF SETTLEMENT**

THIS DEED is made on the 8th day of October 2019

BETWEEN

NGĀTI HINERANGI

AND

TE PUĀWAITANGA O NGĀTI HINERANGI IWI TRUST

AND

THE CROWN

GN

~~SP~~

DV

WLB

PO

10/10

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## 1. BACKGROUND

- A. Ngāti Hinerangi and the Crown are parties to a Deed of Settlement dated 4 May 2019 (the "**Deed of Settlement**").
- B. Ngāti Hinerangi, Te Puāwaitanga o Ngāti Hinerangi Iwi Trust and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 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 both parties are not signatories to the original or same counterpart.

*gw*

*[Signature]*

*DV*

*[Signature]*

*[Signature]*

*[Signature]*

DEED TO AMEND NGĀTI HINERANGI DEED OF SETTLEMENT

SIGNED as a Deed to Amend on 8<sup>th</sup> day of October 2019

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

*[Handwritten signature of Honourable Andrew Little]*

Honourable Andrew Little

*[Handwritten signature of Anna Galvin]*

Signature of Witness

ANNA GALVIN

Witness Name

PRIVATE SECRETARY

Occupation

WELLINGTON

Address

SIGNED by the Trustees of Te Puāwaitanga o Ngāti Hinerangi Iwi Trust in the presence of:

*[Handwritten signature of Phillip Ian Smith]*

Phillip Ian Smith

*[Handwritten signature of Tony Harrison]*

Signature of Witness

Tony Harrison

Witness Name

Project Manager

Occupation

7 Lawrence Drive

Address Matamata

*[Handwritten signature of Barbara Mary Nganehu Kinzett]*

Barbara Mary Nganehu Kinzett

*[Handwritten signature of Hine Dianna Vaimoso]*

Hine Dianna Vaimoso

*[Handwritten signature of Waimatao Phyllis Smith]*

Waimatao Phyllis Smith

*[Handwritten signature of David Rawiri Thompson]*

David Rawiri Thompson

*[Handwritten signature of Phillip John Samuels]*

Phillip John Samuels

*[Handwritten signature of Christopher Wilson]*

Christopher Wilson

*[Handwritten mark]*

*[Handwritten initials GW]*

*[Handwritten initials]*

*[Handwritten initials DV]*

*[Handwritten initials W.S.]*

*[Handwritten initials PO]*

*[Handwritten initials]*

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current part and reference	Amendment
Part 6, Clause 6.1	<p>Replace clause 6.1 with:</p> <p>"6.1 The Crown must pay the governance entity on the settlement date \$3,960,000.00, being the financial and commercial redress amount of \$8,100,000.00 less –</p> <p>6.1.1. \$2,520,000.00 being the total transfer values of the commercial redress properties; and</p> <p>6.1.2. \$1,620,000.00 being the on-account payment paid on the payment date."</p>
Part 6	<p>Insert a new clause 6.1A after clause 6.1 as follows:</p> <p>"6.1A The Crown must pay \$1,620,000.00 to the governance entity on the payment date, being an on-account payment from the financial and commercial redress amount."</p>

General Matters Schedule

Current part and reference	Amendment
Part 2 Clauses 2.1 and 2.2	<p>Replace clauses 2.1 and 2.2 with:</p> <p>"2.1. The Crown must pay on the settlement date interest on the amount of \$8,100,000.00 to the governance entity -</p> <p>2.1.1. for the period:</p> <p>(a) beginning on the date of the agreement in principle; and</p> <p>(b) ending on the day before the payment date; and</p> <p>2.1.2. at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.</p>

GW



DV



TO





DEED TO AMEND NGĀTI HINERANGI DEED OF SETTLEMENT

Current part and reference	Amendment
	<p>2.2. The Crown must pay on the settlement date interest on the amount of \$6,480,000.00, (being the financial and commercial redress amount less the on-account payment of \$1,620,000.00) to the governance entity -</p> <p>2.2.1. for the period:</p> <p style="padding-left: 40px;">(a) beginning on the date of the payment date; and</p> <p style="padding-left: 40px;">(b) ending on the day before the settlement date; and</p> <p>2.2.2. at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding."</p>
Part 6, Clause 6.1	<p>Insert in the correct alphabetical order the following terms:</p> <p><b>"deed to amend</b> means the deed to amend the deed of settlement signed by the trustees of Te Puāwaitanga o Ngāti Hinerangi Iwi Trust and the Crown in or around October 2019;"</p> <p><b>payment date</b> means a date within fifteen (15) business days from and after the date the deed to amend was properly executed by the trustees of Te Puāwaitanga o Ngāti Hinerangi Iwi Trust and the Crown;</p>

Property Redress Schedule

Current part and reference	Amendment
Part 3 Subpart A	<p>With respect to the 11 Arawa Street, Matamata property, replace the text:</p> <p>"Subject to an easement in gross for a right to convey electricity to be created and registered prior to settlement date."</p> <p>with:</p> <p>"Subject to an easement in gross for a right to convey electricity created by easement instrument 11400911.1."</p>

g.v



DU

W. PO



