

NGĀTI RANGI

and

THE TRUSTEES OF TE TŌTARAOE O PAERANGI

and

THE CROWN

**THIRD DEED TO AMEND
RUKUTIA TE MANA
DEED OF SETTLEMENT OF HISTORICAL CLAIMS**

THIRD DEED TO AMEND NGĀTI RANGI DEED OF SETTLEMENT

THIS DEED is made on the FIRST day of MARCH 2019

BETWEEN

NGĀTI RANGI

AND

THE TRUSTEES OF TE TŌTARAOE O PAERANGI

AND

THE CROWN

1. BACKGROUND

- A. Ngāti Rangī, the trustees of Te Tōtarahoe o Paerangi and the Crown are parties to:
- (a) a Deed of Settlement dated 10 March 2018;
 - (b) a Deed to Amend the Deed of Settlement dated 19 June 2018; and
 - (c) a Deed to Amend the Deed of Settlement dated 7 December 2018,
- (together, the "**Deed of Settlement**").
- B. The trustees of Te Tōtarahoe o Paerangi 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.

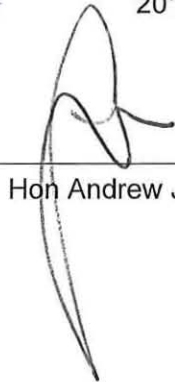
COUNTERPARTS

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

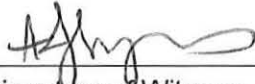
THIRD DEED TO AMEND NGĀTI RANGI DEED OF SETTLEMENT

SIGNED as a deed on the 15th day of MARCH 2019

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



Hon Andrew James Little



Signature of Witness

Alexander Lyons

Witness Name

Private Secretary

Occupation

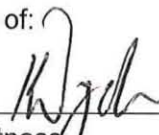
Wellington

Address

THIRD DEED TO AMEND NGĀTI RANGI DEED OF SETTLEMENT

SIGNED by the trustees of
TE TŌTARAOE O PAERANGI
in the presence of:

)
)
)




Signature of Witness
Kemp Dryden

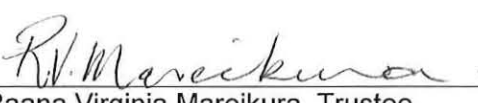
Witness Name
General Manager

Occupation
Nhanganui

Address



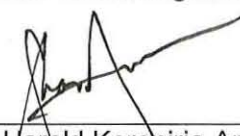
Soraya Waiata Peke-Mason, Chair



Raana Virginia Mareikura, Trustee




Darnielle Tomairangi Mareikura, Trustee



Shar Harold Koroniria Amner, Trustee



Brenden Corey Jah Fari Morgan, Trustee



Keria Ngakura Ponga, Trustee

Signed by
Darnielle Tomairangi Mareikura
and
Shar Harold Koroniria Amner

in the presence of:

Ian Hicks

Ian Hicks
Negotiation and Settlement Manager
Te Ara whiti

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current reference	Amendment
Part 11, clause 11.24	<p>Replace clause 11.24 with the following:</p> <p>"11.24 In clauses 11.25 to 11.27, defence area land –</p> <p style="padding-left: 40px;">11.24.1 means land that is –</p> <p style="padding-left: 80px;">(a) within the area of interest; and</p> <p style="padding-left: 80px;">(b) held under the Defence Act 1990; and</p> <p style="padding-left: 80px;">(c) not declared to be surplus; but</p> <p style="padding-left: 40px;">11.24.2 does not include the land listed in part 4 of the attachments."</p>

General Matters Schedule

Current reference	Amendment
Part 6, paragraph 6.1	<p>Replace paragraph (a) of the definition of "licensed land" with:</p> <p>"(a) means the property described as Part Karioi Forest in part 3 of the property redress schedule as licensed land; but"</p>

Property Redress Schedule

Current reference	Amendment
Part 3, commercial redress properties - Part Karioi Forest	<p>Amend the legal description for Part Karioi Forest as follows:</p> <p>"10043.0745 hectares, approximately, being Part Lot 2 DP 442574, Lots 1, 2, 3 and 5 DP 70969, Lot 1 DP 70973, Lot 1 and Part Lot 2 DP 70578, Lots 1 and 2 DP 70426 and Sections 1 and 2 SO 38291. Subject to survey.</p> <p>As shown in purple on the diagram of Part Karioi Forest in part 6 of the attachments (excludes the arsenic dump area referred to in clause 11.7.1)."</p>

THIRD DEED TO AMEND NGĀTI RANGI DEED OF SETTLEMENT

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

Current reference	Amendment
Part 3, commercial redress properties - Part Karioi Forest	<p>In the encumbrances column for Part Karioi Forest, replace "Together with an easement for a right of way to be created in the form set out in part 10.4 of the documents schedule" with:</p> <p>"Subject to an easement for a right of way and a right to locate structures to be created in the form set out in part 10.4 of the documents schedule".</p>
Part 3	<p>Delete the following after the table:</p> <p>"*Excludes the arsenic dump area, referred to in clause 11.7.1 of the deed of settlement and the public access structures defined in the easement at part 10.4 of the documents schedule."</p>
Part 6, paragraph 6.22	<p>Replace paragraph 6.22 with the following:</p> <p>"6.22 The Crown must carry out, and use reasonable endeavours to complete by the settlement date, its obligations under clause 17.4 of the Crown forestry licence held in computer interest register WN1300/4 and clause 17.4 of the replacement Crown forestry licence in relation to the licensed land (the licence-splitting processes) that will, in particular, enable –</p> <p>6.22.1 the granting of separate licences to the licensee under the Crown forestry licence by –</p> <p>(a) the governance entity, in relation to the licensed land; and</p> <p>(b) the Crown in relation, to the balance of the land that is subject to the replacement Crown forestry licence; and</p> <p>6.22.2 the protection after the settlement date of the interests of the governance entity, the Crown, the trustees of Te Kotahitanga o Ngāti Tūwharetoa, and the licensee in respect of the licensed land and the balance of the land that is subject to the Crown forestry licence held in computer interest register WN1300/4, including –</p> <p>(a) the shared use of roading and other facilities; and</p> <p>(b) rights of access; and</p> <p>(c) the sharing of outgoings; and</p> "

THIRD DEED TO AMEND NGĀTI RANGI DEED OF SETTLEMENT

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

Current reference	Amendment
	<p>6.22.3 the protection after the settlement date of the interests of the governance entity, the Crown, and the licensee in respect of the licensed land and the balance of the land that is subject to the replacement Crown forestry licence, including –</p> <ul style="list-style-type: none"> (a) the shared use of roading and other facilities; and (b) rights of access; and (c) the sharing of outgoings."
<p>Part 6, paragraph 6.23</p>	<p>Insert a new heading before paragraph 6.23 as follows:</p> <p>"LICENCE-SPLITTING PROCESSES".</p> <p>Replace paragraph 6.23 with the following:</p> <p>"6.23 The governance entity acknowledges and agrees that –</p> <ul style="list-style-type: none"> 6.23.1 the licence-splitting processes in relation to the licensed land may not be completed until after the settlement date as, in particular, the licensee under the Crown forestry licence has no obligation to participate in them until that date; and 6.23.2 the governance entity must – <ul style="list-style-type: none"> (a) provide any assistance reasonably required by the Crown to assist with the licence-splitting processes; and (b) sign all documents, and do all other things, required of it as owner of the licensed land to give effect to the matters agreed or determined under the licence-splitting processes."
<p>Part 6, paragraph 6.24 and 6.25</p>	<p>Replace the heading before paragraph 6.24 with the following:</p> <p>"SPLITTING OF LICENCE FEE OF CROWN FORESTRY LICENCE HELD IN COMPUTER INTEREST REGISTER WN1300/4"</p> <p>Replace paragraphs 6.24 to 6.25 with the following:</p> <p>"6.24 Until completion of the licence splitting process in relation to the licensed land, the licence fee under the Crown forestry licence held in computer interest register WN1300/4 attributable to the licensed land is to be calculated in accordance with the following formula:</p> <p style="text-align: center;">$A \times (B \div C)$</p>

THIRD DEED TO AMEND NGĀTI RANGI DEED OF SETTLEMENT

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

Current reference	Amendment
	<p>6.25 For the purposes of the formula in paragraph 6.24 –</p> <p>A is the licence fees under the Crown forestry licence held in computer interest register WN1300/4; and</p> <p>B is the area of licensed land; and</p> <p>C is the area of land covered by the Crown forestry licence held in computer interest register WN1300/4."</p>
Part 6, paragraph 6.26	<p>Delete the heading before paragraph 6.26 and replace paragraph 6.26 with the following:</p> <p>"6.26 Paragraphs 6.24 and 6.25 apply in relation to the licensed land unless otherwise agreed by the governance entity as licensor, the licensee, the Crown, and the trustees of Te Kotahitanga o Ngāti Tūwharetoa as licensor of Part Karioi Forest under section 136(5) of the Ngāti Tūwharetoa Claims Settlement Act 2018 in respect of the licence fee payable under the Crown forestry licence held in computer interest register WN1300/4."</p>
Part 6, new paragraphs 6.26A to 6.26C	<p>Insert, after paragraph 6.26, additional paragraphs 6.26A, 6.26B and 6.26C and their associated heading as follows:</p> <p>"SPLITTING OF LICENCE FEE OF REPLACEMENT CROWN FORESTRY LICENCE</p> <p>6.26A Until completion of the licence splitting process in relation to the licensed land, the licence fee under the replacement Crown forestry licence attributable to the licensed land is to be calculated in accordance with the following formula:</p> $A \times (B \div C)$ <p>6.26B For the purposes of the formula in paragraph 6.26A –</p> <p>A is the licence fees under the replacement Crown forestry licence; and</p> <p>B is the area of licensed land; and</p> <p>C is the area of land covered by the replacement Crown forestry licence.</p> <p>6.26C Paragraphs 6.26A and 6.26B apply in relation to the licensed land unless otherwise agreed by the governance entity as licensor, the licensee, and the Crown in respect of the licence fee payable under the replacement Crown forestry licence."</p>

THIRD DEED TO AMEND NGĀTI RANGI DEED OF SETTLEMENT

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

Current reference	Amendment
Part 6, paragraph 6.28.2	Replace paragraph 6.28.2 with: "6.28.2 not including the Crown's obligations under clause 17.4 of the Crown forestry licence held in computer interest register WN1300/4 or the replacement Crown forestry licence."
Part 6, paragraphs 6.31.1 and 6.34.3	Delete the words "or unlicensed land" from paragraphs 6.31.1 and 6.34.3.
Part 6, paragraph 6.34.2	Delete paragraph 6.34.2.
Part 6, paragraph 6.46.1	Replace paragraph 6.46.1 with: "6.46.1 arrange for the creation of one computer freehold register for the licensed land; and"
Part 8, paragraph 8.2	Replace the definition of " licence-splitting process " with the following: " licence-splitting processes has the meaning given to it by paragraph 6.22; and"
Part 8, paragraph 8.2	After the definition of " registered valuer ", insert a definition of " replacement Crown forestry licence " as follows: " replacement Crown forestry licence means the Crown forestry licence that affects the licensed land and the land to be retained by the Crown (the arsenic dump area referred to in clause 11.7.1 of the deed of settlement) and is issued as a consequence of the completion of the processes described in clause 17.4 of the Crown forestry licence held in computer interest register WN1300/4; and"
Part 8, paragraph 8.2	After the definition of " transfer value ", insert a definition of " trustees of Te Kotahitanga o Ngāti Tūwharetoa " as follows: " trustees of Te Kotahitanga o Ngāti Tūwharetoa has the meaning given in section 12 of the Ngāti Tūwharetoa Claims Settlement Act 2018; and"

Documents Schedule

Current reference	Amendment
Part 10.4, Schedule A	Insert "Structures" after "Right to Locate" in the purpose column of the table at Schedule A.