

NGĀTI RĀRUA
and
NGĀTI RĀRUA SETTLEMENT TRUST
and
THE CROWN

DEED TO AMEND
NGĀTI RĀRUA
DEED OF SETTLEMENT

DEED TO AMEND NGĀTI RĀRUA DEED OF SETTLEMENT

THIS DEED is made on the *25th* day of *October* 2013

BETWEEN

NGĀTI RĀRUA ("Ngāti Rārua")

AND

NGĀTI RĀRUA SETTLEMENT TRUST ("the governance entity")

AND

THE CROWN

1. BACKGROUND

- A. Ngāti Rārua and the Crown are parties to a Deed of Settlement dated 13 April 2013 ("**Deed of Settlement**").
- B. Ngāti Rārua and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 4.1 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.

SIGNED as a Deed to Amend on *25 October* 2013

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

B. Consigned

Signature of Witness

Witness Name: *BERNADETTE CONSGINE*

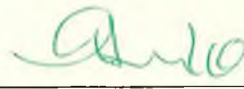
Occupation: *PRIVATE SECRETARY*

Address: *WELLINGTON*

DEED TO AMEND NGĀTI RĀRUA DEED OF SETTLEMENT

SIGNED by the trustees of
NGĀTI RĀRUA SETTLEMENT
TRUST in the presence of:

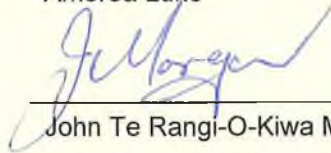
)
)
)
)



Amoroa Luke

Henri

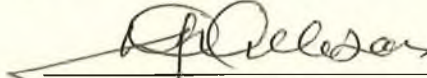
Signature of Witness



John Te Rangi-O-Kiwa Morgan

Witness Name:

Henri Toia



Desmond John Willison

Occupation:

CE



Andrew Brian Luke


Address:

7 Carvell St

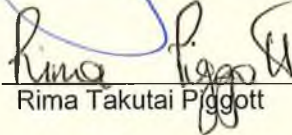
Blenheim



Kura Leslie Stafford



te Rehia Jane Tapata-Stafford



Rima Takutai Piggott



Olivia Alice Hall

Schedule 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

| Current Part and clause reference | Amendment |
|-----------------------------------|--|
| Part 5, clause 5.34 | Replace "settlement date" with "payment date". |
| Part 5 | <p>Insert new clause 5.37 as follows:</p> <p>"STATUTORY RELEASE</p> <p>5.37 The settlement legislation will, on the terms provided by section 277A of the settlement bill, provide that –</p> <p>5.37.1 despite any enactment or rule of law to the contrary, the Ngāti Rārua Settlement trustees are not liable for any contamination of any land or contamination of natural and physical resources if:</p> <p>(a) the contamination is in, or originates from, the closed landfill on the Puketawai cultural redress property as identified in the disclosure information; and</p> <p>(b) the liability would not arise were the Ngāti Rārua Settlement trustees not the landowners of the Puketawai cultural redress property;</p> <p>5.37.2 subsection 5.37.1 does not apply to the extent the contamination is caused by an intentional, reckless or negligent act or omission of the Ngāti Rārua Settlement trustees."</p> |
| Part 6, clause 6.1 | <p>Replace clause 6.1 with:</p> <p>"6.1 The Crown will pay the Ngāti Rārua Settlement trustees on the payment date \$1,676,373.16, being the financial and commercial redress amount of \$11,760,000, less:</p> <p>6.1.1 \$507,643.84 being the on-account payment; and</p> <p>6.1.2 \$9,575,983.00, being the total transfer values of the commercial redress properties."</p> |
| Part 6, clause 6.2 | Replace "amount in clause 6.1.1" with "financial and commercial redress amount in clause 6.1". |
| Part 7, clause 7.6.2 | <p>Insert new subclause 7.6.2(a):</p> <p>"(a) clauses 5.34 and 6.1 of this deed;"</p> |
| Part 7, clause 7.6.2 | <p>Following the insertion of new subclause 7.6.2(a), renumber the subclause so that it reads as follows:</p> <p>7.6.2 the following provisions of this deed are binding:</p> <p>(a) clauses 5.34 and 6.1 of this deed;</p> <p>(b) clauses 7.5 to 7.9 of this deed;</p> <p>(c) clauses 8.4 to 8.11 of this deed; and</p> <p>(d) paragraph 1.3 and parts 3 to 6 of the general matters schedule."</p> |
| Part 7, clause 7.6.2(b) | Replace subclause 7.6.2(b) (new subclause 7.6.2(c)) with: |

DEED TO AMEND NGĀTI RĀRUA DEED OF SETTLEMENT

| Current Part and clause reference | Amendment |
|--|---|
| | "7.6.2(c) clauses 8.1.1 and 8.4 to 8.11 of this deed; and". |
| Part 7, clause 7.9 | <p>After clause 7.9, insert:</p> <p>"IF NOT UNCONDITIONAL</p> <p>7.10 The parties intend that if this deed does not become unconditional under clause 7.5:</p> <p>7.10.1 any payments made by the Crown to the Ngāti Rārua Settlement trustees under clause 5.34, 6.1, 6.3 and 8.1.1 will be taken into account in relation to any future settlement of the historical claims; and</p> <p>7.10.2 despite clause 7.6.1, the Crown may produce this deed to any Court or tribunal considering the quantum of any redress to be provided by the Crown in relation to any future settlement of the historical claims."</p> |
| Part 8, clause 8.1 | <p>Replace clause 8.1 with:</p> <p>"8.1 The Crown will pay the Ngāti Rārua Settlement trustees:</p> <p>8.1.1 on the payment date interest on \$8,242,356.16 (being the amount of \$8,750,000, referred to in clause 6.2.2 less the amount of \$507,643.84 referred to in clause 6.3); and</p> <p>8.1.2 on the settlement date interest on \$6,565,983.00 (being the amount of \$8,242,356.16 referred to in clause 8.1.1, less the amount of \$1,676,373.16 referred to in clause 6.1)."</p> |
| Part 8, clause 8.2 | <p>Replace clause 8.2 with:</p> <p>"8.2 The interest payable under:</p> <p>8.2.1 clause 8.1.1 is payable:</p> <p>(a) for the period from 11 February 2009, being the date of the letter of agreement, to (but not including) 11 February 2011; and</p> <p>(b) for the period from the date of the initialling of this deed, being 7 October 2011, to (but not including) payment date; and</p> <p>8.2.2 clause 8.1.2 is payable for the period from payment date to (but not including) settlement date."</p> |
| Part 8, clause 8.3 | <p>Replace clause 8.3 with:</p> <p>"8.3 The interest is:</p> <p>8.3.1 payable at the rate from time to time set as the official cash rate, calculated on a daily basis but not compounding;</p> <p>8.3.2 subject to any tax payable in relation to them; and</p> <p>8.3.3 payable after withholding any tax required by legislation to be withheld."</p> |

General Matters Schedule

| Current Part and paragraph reference | Amendment |
|---|--|
| Part 2, paragraph 2.9 | Replace "settlement date" with "payment date". |

DEED TO AMEND NGĀTI RĀRUA DEED OF SETTLEMENT

| | |
|-------------------------|---|
| Part 3, paragraph 3.5.2 | <p>Replace paragraph 3.5.2 with:</p> <p>"3.5.2 the Crown is:</p> <p style="text-align: center;">C/- The Solicitor-General Crown Law Office Level 3 Justice Centre 19 Aitken Street PO Box 2858 Wellington 6011</p> <p style="text-align: center;">Facsimile No. 04 473 3482".</p> |
| Part 5, paragraph 5.1 | Amend the definition of " cash settlement amount " by replacing "settlement date" with "payment date". |
| Part 5, paragraph 5.1 | <p>After the definition of "deed of settlement", insert a new definition of "deed to amend" as follows:</p> <p>"deed to amend means the deed to amend the deed of settlement signed by the Ngāti Rārua Settlement trustees and the Crown in or around September 2013;"</p> |
| Part 5, paragraph 5.1 | <p>After the definition of "party" insert a new definition of "payment date" as follows:</p> <p>"payment date means a date within ten (10) business days from and after the date the deed to amend was properly executed by the Ngāti Rārua Settlement trustees and the Crown;"</p> |
| Part 5, paragraph 5.1 | Amend the definition of " Rangitāne o Wairau Settlement Trust " by replacing "2 December 2010" with "25 October 2010". |

Documents Schedule

| Current Part and paragraph reference | Amendment |
|---|---|
| Part 4.2 | <p>In the banner of the Fisheries Protocol, delete "OF FISHERIES AND AQUACULTURE" and replace with "FOR PRIMARY INDUSTRIES" so that the banner reads as follows:</p> <p>"A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR PRIMARY INDUSTRIES REGARDING INTERACTION WITH NGĀTI RĀRUA ON FISHERIES ISSUES".</p> |
| Part 4.2, paragraph 1.1 | In the second line, delete "Minity" and replace with "Ministry". |
| Part 4.2, paragraph 1.7 | <p>After paragraph 1.7, insert:</p> <p>"1.8 The Ngāti Rārua Settlement trustees may delegate their functions relating to this Protocol to any party of Ngāti Rārua. To delegate their function relating to this Protocol a motion to that effect must be passed in accordance with the Deed of Trust of the Ngāti Rārua Settlement Trust and the Ngāti Rārua Settlement trustees must notify the Ministry of any such delegation. If the trustees delegate the functions relating to this Protocol, it will be as if this Protocol had been issued to that party rather than to the Ngāti Rārua Settlement trustees except for the terms of issue as set out in Appendix B. If the functions are delegated by the Ngāti Rārua Settlement trustees, all responsibilities in the Protocol to be undertaken by the Ngāti</p> |

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| Current Part and paragraph reference | Amendment |
|--------------------------------------|---|
| | Rārua Settlement trustees will be undertaken by the delegated party and all obligations on the Ministry under this Protocol will be to that delegated party." |
| Part 4.2, paragraph 8.4 | Replace "ona" with "Ona". |
| Part 4.2, subparagraph 11.2.3 | Insert "and" at the end of this subparagraph. |
| Part 4.2, paragraph 17.1 | After the definition of "Fisheries Legislation" insert a new definition of "Ngāti Rārua Settlement Trust" as follows: "Ngāti Rārua Settlement Trust means the trust known by that name and established by a trust deed dated 11 April 2013 and/or, where appropriate, the trustees from time to time of that trust;" |
| Part 4.2, paragraph 17.1 | After the definition of " Ngāti Rārua Settlement Trust " insert a new definition of "Ngāti Rārua Settlement trustees" as follows: "Ngāti Rārua Settlement trustees means the trustees from time to time of the Ngāti Rārua Settlement Trust acting in their capacity as trustees of that trust;" |

Attachments

| Current Part reference | Amendment |
|------------------------|---|
| Part 2.5 | Delete the deed plan for TE TAI TAPU / SNAKE CREEK (OTS-202-07) and insert new deed plan for TE TAI TAPU / SNAKE CREEK (OTS-202-123) as attached to this deed to amend. |

ATTACHMENT: DEED PLAN FOR TE TAI TAPU / SNAKE CREEK (OTS-202-123)

