

NGĀTI KŌATA
and
TE PĀTAKA A NGĀTI KŌATA
and
THE CROWN

**DEED TO AMEND
NGĀTI KŌATA
DEED OF SETTLEMENT**

DEED TO AMEND NGĀTI KŌATA DEED OF SETTLEMENT

THIS DEED is made on the 8th day of August, 2013

BETWEEN

NGĀTI KŌATA ("Ngāti Kōata")

AND

TE PĀTAKA A NGĀTI KŌATA ("the governance entity")

AND

THE CROWN

1. BACKGROUND

- A. Ngāti Kōata and the Crown are parties to a Deed of Settlement dated 21 December 2012 ("**Deed of Settlement**").
- B. Ngāti Kōata 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.

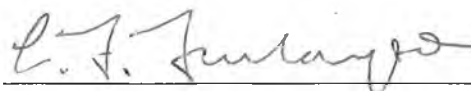
COUNTERPARTS

- 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.

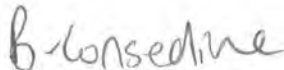
SIGNED as a Deed to Amend on 8 August 2013

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

)
)
)



Honourable Christopher Finlayson



Signature of Witness

Witness Name:

BERNADETTE CONSEDINE

Occupation:

PRIVATE SECRETARY

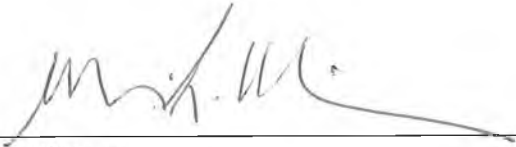
Address:

WELLINGTON

DEED TO AMEND NGĀTI KŌATA DEED OF SETTLEMENT

SIGNED by the trustees of
TE PĀTAKA A NGĀTI KŌATA
in the presence of:


)
)
)
)



Rahui Katene



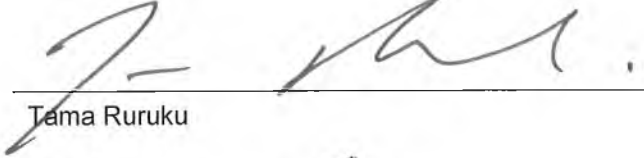
Signature of Witness



Celia Hawea

Witness Name:

FRANS VAN BOEKHOUI



Tama Ruruku

Occupation:

GENERAL MANAGER



Jeanette Grace

Address:

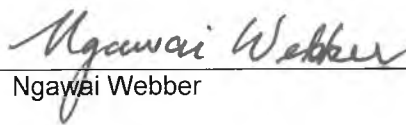
6 SHETLAND PLACE
RICHMOND



Roma Hippolite



Tahua Solomon



Ngawai Webber

Schedule 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current part and clause reference	Amendment
Part 6, clause 6.1	Replace clause 6.1 with: "6.1 The Crown will pay Te Pātaka a Ngāti Kōata trustees on the payment date \$620,580.16, being: 6.1.1 the financial and commercial redress amount of \$11,760,000, less: 6.1.2 \$507,643.84 being the on-account payment referred to in clause 6.3; and 6.1.3 \$10,631,776, being the total transfer values of the commercial redress properties."
Part 6, clause 6.12.1	Replace subclause 6.12.1 with the following: "6.12.1 from the actual TSP settlement date for that site, the covenant described in clause 5.53.3(c) will no longer apply to the area of the Whangarae Estuary that is marked in red on the deed plan OTS-202-124 and Te Pātaka a Ngāti Kōata trustees and the Crown will do all things reasonably necessary to effect such surrender; and"
Part 7, clause 7.6.2	Insert new subclause 7.6.2(a): "(a) clause 6.1 of this deed;"
Part 7, clause 7.6.2	Following the insertion of new subclause 7.6.2(a), renumber the subclause so that it reads as follows: 7.6.2 the following provisions of this deed are binding: (a) clause 6.1 of this deed; (b) clauses 7.5 to 7.9 of this deed; (c) clauses 8.4 to 8.14 of this deed; and (d) paragraph 1.3 and parts 3 to 6 of the general matters schedule."
Part 7, clause 7.6.2(b)	Replace subclause 7.6.2(b) (new subclause 7.6.2(c)) with: "7.6.2(c) clauses 8.1.1 and 8.4 to 8.14 of this deed; and"
Part 7, clause 7.9	After clause 7.9, insert: "IF NOT UNCONDITIONAL 7.10 The parties intend that if this deed does not become unconditional under clause 7.5: 7.10.1 any payments made by the Crown to the governance entity under clause 6.1, 6.3 and 8.1.1 will be taken into account in relation to any future settlement of the historical claims; and 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."
Part 8, clause 8.1	Replace clause 8.1 with:

DEED TO AMEND NGĀTI KŌATA DEED OF SETTLEMENT

Current part and clause reference	Amendment
	<p>"8.1 The Crown will pay Te Pātaka a Ngāti Kōata trustees:</p> <p style="padding-left: 40px;">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 style="padding-left: 40px;">8.1.2 on the settlement date interest on \$7,734,712.32 (being the amount of \$8,242,356.16 referred to in clause 8.1.1, less the amount of \$620,580.16 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 style="padding-left: 40px;">8.2.1 clause 8.1.1 is payable:</p> <p style="padding-left: 80px;">(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 style="padding-left: 80px;">(b) for the period from the date of the initialling of this deed, being 7 October 2011, to (but not including) payment date;</p> <p style="padding-left: 40px;">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 style="padding-left: 40px;">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 style="padding-left: 40px;">8.3.2 subject to any tax payable in relation to them; and</p> <p style="padding-left: 40px;">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".
Part 3, paragraph 3.5.2	<p>Replace paragraph 3.5.2 with:</p> <p>"3.5.2 the Crown is:</p> <p style="padding-left: 80px;">C/- The Solicitor-General Crown Law Office Level 3 Justice Centre 19 Aitken Street PO Box 2858 Wellington 6011</p> <p style="padding-left: 80px;">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 Te</p>

DEED TO AMEND NGĀTI KŌATA DEED OF SETTLEMENT

Current part and paragraph reference	Amendment
	Pātaka a Ngāti Kōata trustees and the Crown in or around July 2013;"
Part 5, paragraph 5.1	After the definition of " party " insert a new definition of "payment date" as follows: " payment date means a date within ten (10) business days from and after the date the deed to amend was properly executed by Te Pātaka a Ngāti Kōata trustees and the Crown;"
Part 5, paragraph 5.1	Amend the definition of " Rangitāne o Wairau Settlement Trust " by replacing "2 December 2010" with "25 October 2010".

Property Redress

Current part and paragraph reference	Amendment
Part 4, Deferred Selection Properties	For the Whangarae Estuary property, insert "Labelled B on OTS-202-124" so that the description reads as follows: "1.2141 hectares, approximately, being part of section 4 SO 430484. Part Gazette 1977 page 2084. As labelled B on OTS-202-124. Subject to survey Nelson Land District"

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Documents Schedule

Current part and paragraph reference	Amendment
Part 4.2, Fisheries Protocol	<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 KŌATA ON FISHERIES ISSUES"</p>
Part 4.2, paragraph 1.7	<p>After paragraph 1.7, insert:</p> <p>"1.8 The Te Pātaka a Ngāti Kōata trustees may delegate their functions relating to this Protocol to any party of Ngāti Kōata. To delegate their function relating to this Protocol a motion to that effect must be passed in accordance with the Deed of Trust of Te Pātaka a Ngāti Kōata and the Te Pātaka a Ngāti Kōata 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 Te Pātaka a Ngāti Kōata trustees except for the terms of issue as set out in Appendix B. If the functions are delegated by the Te Pātaka a Ngāti Kōata trustees, all responsibilities in the Protocol to be undertaken by the Te Pātaka a Ngāti Kōata trustees will be undertaken by the delegated party and all obligations on the Ministry under this Protocol will be to that delegated party."</p>
Part 4.2, subparagraph 15.1.2	<p>Insert "and" at the end of this subparagraph.</p>
Part 4.2, paragraph 17.1	<p>After the definition of "Settlement Date" insert a new definition of "Te Pātaka a Ngāti Kōata" as follows:</p> <p>"Te Pātaka a Ngāti Kōata means the trust known by that name and established by a trust deed dated 30 November 2012 and/or, where appropriate, the trustees from time to time of that trust;"</p>
Part 4.2, paragraph 17.1	<p>After the definition of "Te Pātaka a Ngāti Kōata" insert a new definition of "Te Pātaka a Ngāti Kōata trustees" as follows:</p> <p>"Te Pātaka a Ngāti Kōata trustees means the trustees from time to time of the Te Pātaka a Ngāti Kōata acting in their capacity as trustees of that trust."</p>