

NGĀI TE RANGI SETTLEMENT TRUST

AND

NGĀ PŌTIKI A TAMAPAHORE TRUST

and

THE CROWN

**THIRD DEED TO AMEND
NGĀI TE RANGI AND NGĀ PŌTIKI
DEED OF SETTLEMENT**

**THIRD DEED TO AMEND
NGĀI TE RANGI AND NGĀ PŌTIKI
DEED OF SETTLEMENT**

THIS DEED is made on the *17th* day of *October* 2016

BETWEEN

THE TRUSTEES OF THE NGĀI TE RANGI SETTLEMENT TRUST

AND

THE TRUSTEES OF THE NGĀ PŌTIKI A TAMAPAHORE TRUST

AND

THE CROWN

1. BACKGROUND

- A. The trustees of Ngāi Te Rangi Settlement Trust (the "**Ngāi Te Rangi governance entity**"), the trustees of the Ngā Pōtiki a Tamapahore Trust (the "**Ngā Pōtiki governance entity**") (together the "**trustees**") and the Crown are parties to:
- (a) a Deed of Settlement dated 14 December 2013;
 - (b) a Deed to Amend the Ngāi Te Rangi and Ngā Pōtiki Deed of Settlement dated 6 October 2014; and
 - (c) a Second Deed to Amend the Ngāi Te Rangi and Ngā Pōtiki Deed of Settlement dated 13 April 2016,
- (together the "**Deed of Settlement**").
- B. The trustees and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with paragraph 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.

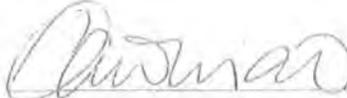
THIRD DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SIGNED as a deed on

2016

SIGNED by the trustees of the NGĀI TE RANGI SETTLEMENT TRUST

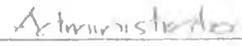
SIGNED by CHARLIE TAWHIAO
as trustee, in the presence of:

) 
Charlie Tawhiao


Signature of Witness


Witness Name

Witness Name


Occupation

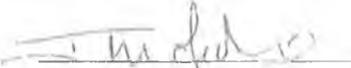
Occupation

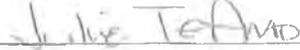

Address

Address

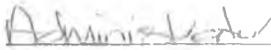
SIGNED by TE AWANUIARANGI BLACK
as trustee, in the presence of:

) 
Te Awanuiarangi Black

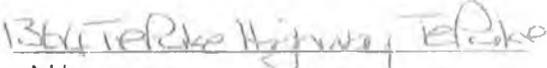

Signature of Witness


Witness Name

Witness Name


Occupation

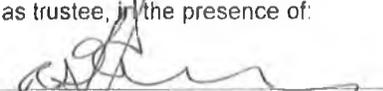
Occupation


Address

Address

SIGNED by EDDIE BLUEGUM
as trustee, in the presence of:

) 
Eddie Bluegum


Signature of Witness

Witness Name

RONALD BRUCE JOHNSON
SOLICITOR
AUCKLAND

Occupation

Address

THIRD DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SIGNED by PUHIRAKE IHAKA
as trustee, in the presence of:

) 

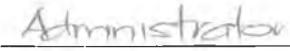
Puhirake Ihaka



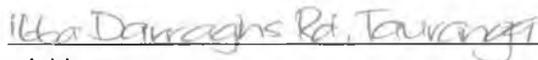
Signature of Witness



Witness Name

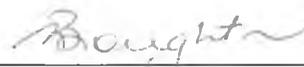


Occupation



Address

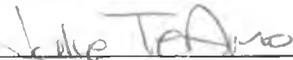
SIGNED by MARGARET BROUGHTON
as trustee, in the presence of:

) 

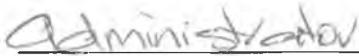
Margaret Broughton



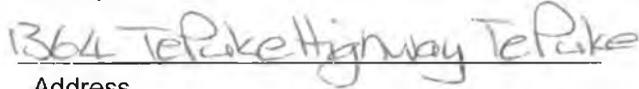
Signature of Witness



Witness Name

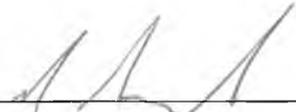


Occupation



Address

SIGNED by MATE SAMUELS
as trustee, in the presence of:

) 

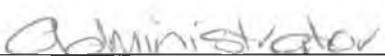
Mate Samuels



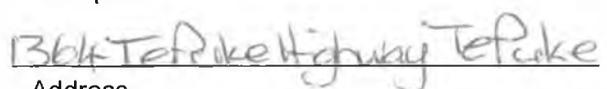
Signature of Witness



Witness Name



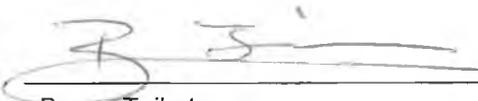
Occupation



Address

THIRD DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SIGNED by BEVAN TAIKATO
as trustee, in the presence of:

) 
Bevan Taikato


Signature of Witness

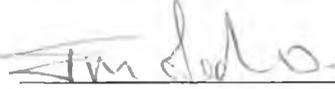
Angeline Samuels
Witness Name

Administrators
Occupation

166a Darragh Rd, Tauranga
Address

SIGNED by TURI NGATAI
as trustee, in the presence of:

) 
Turi Ngatai

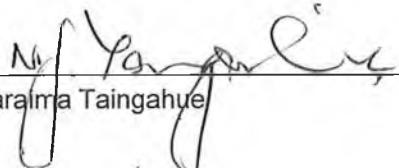

Signature of Witness

John Tefano
Witness Name

Administrators
Occupation

1364 Te Puke Highway Te Puke
Address

SIGNED by NGARAIMA TAINGAHUE
as trustee, in the presence of:

) 
Ngaraima Taingahue


Signature of Witness

Angeline Samuels
Witness Name

Administrators
Occupation

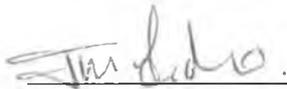
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Address

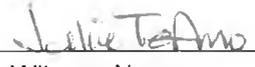
THIRD DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

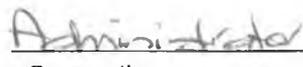
SIGNED by KALANI TARAWA
as trustee, in the presence of:

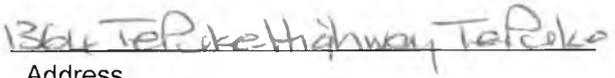
)
)


Kalani Tarawa


Signature of Witness

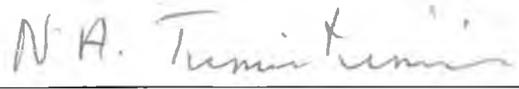

Witness Name

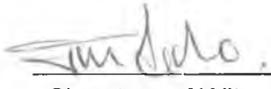

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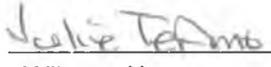

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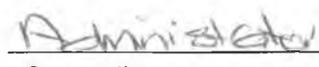
SIGNED by NGARETA TIMUTIMU
as trustee, in the presence of:

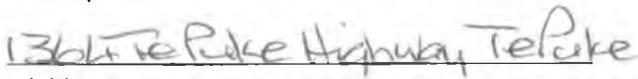
)
)


Ngareta Timutimu


Signature of Witness


Witness Name


Occupation


Address

SIGNED by the trustees of the NGĀ PŌTIKI A TAMAPAHORE TRUST

SIGNED by BENTHAM OHIA
as trustee, in the presence of:

) Bentham Ohia

Bentham Ohia

[Signature]
Signature of Witness

Mative Duncan

Witness Name

Office Administrator

Occupation

Tauranga

Address

SIGNED by VICTORIA KINGI
as trustee, in the presence of:

) [Signature]

Victoria Kingi

[Signature]
Signature of Witness

Mative Duncan

Witness Name

Office Administrator

Occupation

Tauranga

Address

SIGNED by PETER STOKES
as trustee, in the presence of:

) [Signature]

Peter Stokes

[Signature]
Signature of Witness

Mative Duncan

Witness Name

Office Administrator

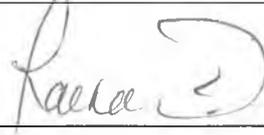
Occupation

Tauranga

Address

THIRD DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SIGNED by RACHAEL DAVIE
as trustee, in the presence of:

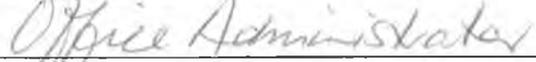
) 
)

Rachael Davie

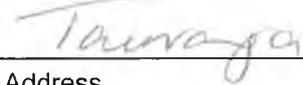
Signature of Witness



Witness Name



Occupation



Address

SIGNED by TAMA HOVELL
as trustee, in the presence of:

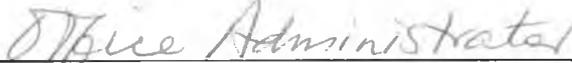
) 
)

Tama Hovell

Signature of Witness



Witness Name



Occupation

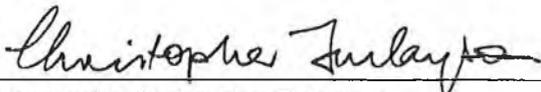


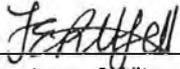
Address

THIRD DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

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

FERN WOOLRIDGE HYETT

Witness Name

PRIVATE SECRETARY (TREATY)

Occupation

NGĀIO, WELLINGTON

Address

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current reference	Amendment
Clause 4.8.3(a)	Clause 4.8.3(a) is amended by adding "or the early release property" after "RFR land".
Clause 4.8.4	Clause 4.8.4 is amended by adding "or the early release property" after "RFR land".
Clause 6.9	Clause 6.9 is deleted and replaced with the following: "6.9 The Ngāi Te Rangi governance entity may, for two years after settlement date, for each of the leaseback deferred selection properties described in table 4A of part 4 of the property redress schedule, give the Crown written notice of interest in accordance with part 5 of the property redress schedule."
Clause 6.12	Clause 6.12 is deleted and replaced with the following: "6.12 The Ngā Potiki governance entity may, for two years after settlement date, for the deferred selection property described as Bell Road / Railway, Papamoa in table 4B of part 4 of the property redress schedule, give the Crown written notice of interest in accordance with part 6 of the property redress schedule."
New clause 6.18	The following new clause and its associated heading are added immediately after clause 6.17: "Early release property" 6.18 As soon as reasonably practicable after the date of the Third Deed to Amend, the Crown will transfer the early release property to the Ngā Pōtiki governance entity at the agreed transfer value and in accordance with the early release transfer terms."
New clause 7.5A	The following new clause is added immediately after clause 7.5.4: "7.5A Despite clause 7.4, clause 6.18 is binding on the signing of the Third Deed to Amend."

General Matters Schedule

Current reference	Amendment
Part 6, paragraph 6.1	<p>After the definition of "draft settlement bill", insert the following new definitions:</p> <p>early release property means the property described in part 3A of the property redress schedule; and</p> <p>early release transfer terms means the agreement for sale and purchase in relation to the early release property between the Chief Executive of LINZ and the Ngā Pōtiki governance entity; and".</p>
Part 6, paragraph 6.1	<p>The definition of "land holding agency" is amended to include the following new subparagraph:</p> <p>"(c) the early release property, means the Chief Executive of Land Information New Zealand; and".</p>
Part 6, paragraph 6.1	<p>After the definition of "TMIC legislation", insert the following new definition:</p> <p>Third Deed to Amend means the Third Deed to Amend Ngāi Te Rangi and Ngā Pōtiki Deed of Settlement entered into between the Ngāi Te Rangi governance entity, Ngā Pōtiki governance entity, and the Crown; and".</p>
Part 6, paragraph 6.1	<p>The definition of "transfer value" is amended to include the following new subparagraph:</p> <p>"(d) the early release property, means the amount payable by the Ngā Pōtiki governance entity for the transfer of the early release property as specified in the table in part 3A of the property redress schedule; and".</p>

Property Redress Schedule

Current reference	Amendment
Paragraph 1.1.1	Paragraph 1.1.1 is amended by adding "and the early release property" after "the commercial properties".
Part 3	The row in the table relating to the property at 72D Simpson Road, Papamoa PF 996 is deleted.
New part 3A	The table attached to this deed as Schedule 2 is added immediately after part 3, as a new part 3A.
Part 9, paragraph 9.2	<p>The definition of "transfer value" is amended to include the following new subparagraph:</p> <p>"(d) the early release property, means the amount payable by the Ngā Pōtiki governance entity for the transfer of the early release property as specified in the table in part 3A of this schedule; and"</p>

SCHEDULE 2
New Part 3A of the Property Redress Schedule

3A EARLY RELEASE PROPERTY

Property	Description	Encumbrances	Transfer value	Land holding agency
72D Simpson Road, Papamoa PF996	27.3189 hectares, more or less, being Section 2 SO 464062. All computer freehold register 626787	Subject to a stormwater right (in gross) created by Transfer B483327.1. Subject to a right of way created by Easement Instrument 9444994.5. Subject to a licence to occupy in favour of Bailey Farms Limited.	\$1,641,282 plus GST (if any)	LINZ Treaty Settlement Landbank