

NGĀTI APA (NORTH ISLAND)

and

THE TRUSTEES OF TE RUNANGA O NGĀTI APA

and

THE SOVEREIGN

in right of New Zealand

**THIRD DEED TO AMEND THE DEED OF SETTLEMENT OF
THE HISTORICAL CLAIMS OF
NGĀTI APA (NORTH ISLAND)**

29 July 2011

THIRD DEED TO AMEND THE DEED OF SETTLEMENT

DEED TO AMEND THE DEED OF SETTLEMENT

THIS DEED is made on the

BETWEEN

NGĀTI APA (NORTH ISLAND)

AND

THE TRUSTEES OF TE RUNANGA O NGĀTI APA

AND

THE SOVEREIGN in right of New Zealand acting by the Minister for Treaty of Waitangi Negotiations

THIRD DEED TO AMEND THE DEED OF SETTLEMENT

BACKGROUND

- A. The Crown and Ngāti Apa (North Island) are parties to a deed of settlement dated 8 October 2008 as amended by a deed to amend dated 7 August 2009 and a deed to amend dated 8 October 2010 (the "deed of settlement").
- B. The trustees, under the Te Runanga o Ngāti Apa trust deed, established Te Runanga o Ngāti Apa as the governance entity under clause 9.1 of the deed of settlement.
- C. The trustees, as required by clause 9.1.2 of the deed of settlement, entered into a deed of covenant dated 22 July 2009 with the Crown.
- D. The Crown, the trustees and Ngāti Apa (North Island) wish to enter into this deed to formally record, in accordance with clause 11.5 of the deed of settlement, certain amendments to the deed of settlement.

IT IS AGREED as follows:

THIRD DEED TO AMEND THE DEED OF SETTLEMENT

1. EFFECTIVE DATE OF THIS DEED

1.1 This deed takes effect when it is signed by the parties.

2. AMENDMENTS TO THE DEED OF SETTLEMENT

2.1 The deed of settlement:

2.1.1 is amended by making the changes set out in schedule 1 to this deed; but

2.1.2 remains unchanged except to the extent provided by this deed.

3. DEFINITIONS AND INTERPRETATION

3.1 Unless the context otherwise requires:

"deed of settlement" has the meaning it is given by paragraph A of the background;

"parties" means each of Ngāti Apa (North Island), the trustees and the Crown;

"Te Runanga o Ngāti Apa" means the trust established by the Te Runanga o Ngāti Apa trust deed;

"Te Runanga o Ngāti Apa trust deed":

(a) means the deed of trust establishing Te Runanga o Ngāti Apa, dated 20 July 2009; and

(b) includes:

(i) the schedules to the deed of trust; and

(ii) any amendments to the deed of trust or its schedules; and

"trustees" means the trustees from time to time of Te Runanga o Ngāti Apa.

3.2 Unless the context requires otherwise:

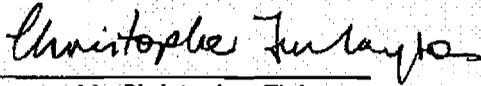
3.2.1 terms or expressions defined in the deed of settlement have the same meanings in this deed; and

3.2.2 the rules of interpretation in the deed of settlement apply (with all appropriate changes) to this deed.

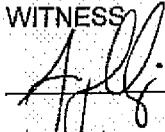
THIRD DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a deed

SIGNED for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** by the Minister for Treaty of Waitangi Negotiations in the presence of:


Honourable Christopher Finlayson

WITNESS



Name: Andrew Gillespie

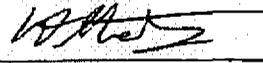
Occupation: Private Secretary ACTH.

Address: 549 Adelaide Rd
Beechgrove
Wellington

SIGNED for and on behalf of **NGĀTI APA (NORTH ISLAND)** by Adrian Rurawhe authorised by the trustees of Te Runanga o Ngāti Apa to sign on their behalf in the presence of:


Adrian Rurawhe

WITNESS



Name: Christopher Dudley Shenton

Occupation: Land Assets Coordinator

Address: 67 Portar St.
Whanganui

THIRD DEED TO AMEND THE DEED OF SETTLEMENT

Schedule 1

AMENDMENTS TO DEED OF SETTLEMENT

Clause of the deed of settlement	Amendment to the deed of settlement
Clause 8.1	This clause is deleted and replaced by: "The Crown will pay interest on: 8.1.1 \$16,000,000 from (and including) the date of the agreement in principle, being 12 July 2007, until (but excluding) 19 October 2009; and 8.1.2 \$15,200,000 from (and including) 19 October 2009, until (but excluding) the settlement date."
Clause 7.27	This clause is amended by deleting the word and figure "6 months" and replacing them with "8 months".