

NGĀTI APA KI TE RĀ TŌ
and
NGĀTI APA KI TE RĀ TŌ TRUST
and
THE CROWN

DEED TO AMEND
NGĀTI APA KI TE RĀ TŌ
DEED OF SETTLEMENT

DEED TO AMEND NGĀTI APA KI TE RĀ TŌ DEED OF SETTLEMENT

THIS DEED is made on the *25th* day of *July* 2014

BETWEEN

NGĀTI APA KI TE RĀ TŌ ("Ngāti Apa")

AND

NGĀTI APA KI TE RĀ TŌ TRUST ("governance entity")

AND

THE CROWN

1. BACKGROUND

- A. Ngāti Apa and the Crown are parties to:
- (a) a Deed of Settlement dated 29 October 2010;
 - (b) a Deed to Amend the Deed of Settlement dated 12 February 2013; and
 - (c) a further Deed to Amend the Deed of Settlement dated 7 August 2013,
- (together the "**Deed of Settlement**").
- B. As contemplated by clause 4.3 of the Deed of Settlement, as a result of the settlement date being after 30 June 2011, the cash settlement amount has been recalculated and Ngāti Apa and the Crown wish to amend the Deed of Settlement following such recalculation.
- C. In accordance with clause 4.1 of the General Matters Schedule to the Deed of Settlement, Ngāti Apa and the Crown have entered into this deed to formally record such recalculation.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

- 1.1 This Deed takes effect when it is properly executed by the governance entity and the Crown.

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.

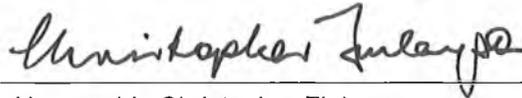
COUNTERPARTS

- 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.

DEED TO AMEND NGĀTI APA KI TE RĀ TŌ DEED OF SETTLEMENT

SIGNED as a Deed on 25 July 2014

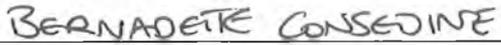
SIGNED for and on behalf of
THE CROWN by the Minister for Treaty of
Waitangi Negotiations in the presence of:



Honourable Christopher Finlayson



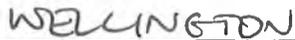
Signature of Witness



Witness Name



Occupation



Address

SIGNED by the trustees of
NGĀTI APA KI TE RĀ TŌ TRUST

SIGNED by **ADRIAN WILSON**
as Trustee, in the presence of:

E Perham

Signature of Witness

Elisabeth Perham

Witness Name

Research clerk

Occupation

Wellington

Address

)
) *Adrian Wilson*

Adrian Wilson

SIGNED by **BRENDON WILSON**
as Trustee, in the presence of:

Joanna Perez

Signature of Witness

Joanna Perez

Witness Name

Reception

Occupation

Wellington

Address

)
) *Brendon Wilson*

Brendon Wilson

SIGNED by **DENNIS GAPPER**
as Trustee, in the presence of:

AJP Riwaaka-Herbert

Signature of Witness

AJP Riwaaka-Herbert

Witness Name

CEO

Occupation

73 Mocina View Rd, Waikawa, Picton

Address

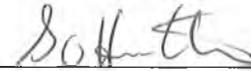
)
) *Dennis Gapper*

Dennis Gapper

DEED TO AMEND NGĀTI APA KI TE RĀ TŌ DEED OF SETTLEMENT

SIGNED by STEPHEN HUNTLEY
as Trustee, in the presence of:

)



Stephen Huntley


Signature of Witness

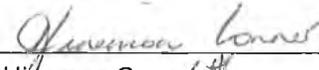
AJP Riwaka - Herbert
Witness Name

CEO
Occupation

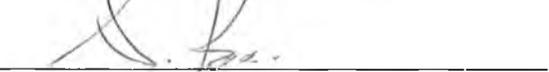
73 Moana View Rd, Waikawa Picton.
Address

SIGNED by HINEMOA CONNER
as Trustee, in the presence of:

)



Hinemoa ConnerTH


Signature of Witness

Shayla King
Witness Name

Executive Assistant
Occupation

Wellington
Address

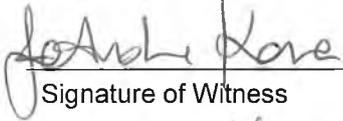
DEED TO AMEND NGĀTI APA KI TE RĀ TŌ DEED OF SETTLEMENT

SIGNED by TE REO HEMI
as Trustee, in the presence of:

)
)



Te Reo Hemi



Signature of Witness

Te Aoha Kora

Witness Name

Administrator

Occupation

3 Totara Street, Tanhero, Wanganui

Address

DEED TO AMEND NGĀTI APA KI TE RĀ TŌ DEED OF SETTLEMENT

SIGNED by BARBARA GREER
as Trustee, in the presence of:

L. V. B.

) Barbara Greer M.A. J.P.
Barbara Greer

Signature of Witness

Louisa Violet Brasley

Witness Name

Kaumātua

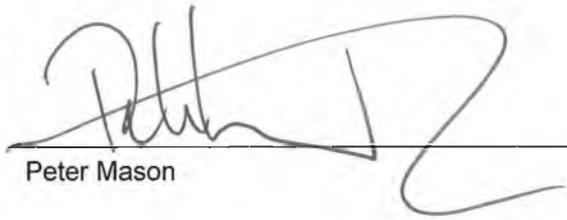
Occupation

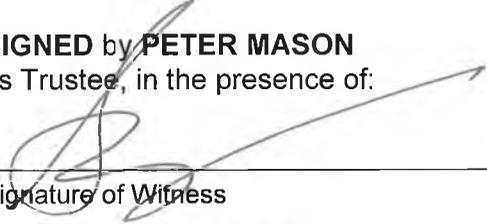
Floor 12/97 Janeneel Street Itakitua

Address

DEED TO AMEND NGĀTI APA KI TE RĀ TŌ DEED OF SETTLEMENT

SIGNED by **PETER MASON**
as Trustee, in the presence of:


Peter Mason


Signature of Witness

BRUCE MCKAY
Witness Name

FINANCIAL ANALYST
Occupation

ACKLAND
Address

Schedule 1

AMENDMENTS TO THE DEED OF SETTLEMENT (Deed and General Matters Schedule)

Deed of Settlement

Current reference	Amendment
4.2	<p>Amend to insert "at 29 October 2010" in the second sentence so that clause 4.2 reads as follows:</p> <p>"The Crown acknowledges the constructive approach of Ngāti Apa in not requesting to have Crown forest land included within the redress package. The Crown also acknowledges that if Crown forest land had been included within the redress package then, as at 29 October 2010:</p> <p>4.2.1 the cash settlement amount would have been \$12,447,054.71 lower than it will be under the terms of this deed; and</p> <p>4.2.2 clauses 6.11 to 6.25 (relating to the airbase land) would not have been included in this deed."</p>
4.3	<p>Amend to insert "At 29 October 2010" at the start of the first sentence so that clause 4.3 reads as follows:</p> <p>"4.3 At 29 October 2010 the parties acknowledged that, should the settlement date be after 30 June 2011, the \$12,447,054.71 figure in clause 4.2.1 (the "original figure") will be recalculated using the same methodology used to calculate the original figure but taking into account the fact that the settlement date is later than 30 June 2011. Where this recalculation results in a figure greater than \$12,447,054.71 (the "revised figure") the cash settlement amount will increase by the difference between the revised figure and the original figure."</p>
6.1	<p>Replace clause 6.1 with:</p> <p>"6.1 The Crown will pay the governance entity on:</p> <p>6.1.1 the payment date \$27,087,021.37, being the financial redress amount of \$27,830,388.04, less:</p> <p>(a) the on-account payment totalling \$676,666.67 referred to in clause 6.2; and</p> <p>(b) \$66,700.00, being the agreed transfer value of the early transfer commercial redress property being transferred on the transfer date; and</p> <p>6.1.2 the settlement date \$1,131,730.30, reflecting the recalculation of the cash settlement amount in accordance with clause 4.3."</p>

General Matters Schedule

Current reference	Amendment
Part 2, paragraph 2.9.1	Replace paragraph 2.9.1 with the following: "2.9.1 payment date, in relation to the amount referred to in clause 6.1.1 of the deed; or".
Part 5, paragraph 5.1	Replace the definition of " cash settlement amount " with a new definition as follows: " cash settlement amount means the amount payable to the governance entity under clause 6.1 of the deed; and".