

NGĀTI HAUĀ

and

THE TRUSTEES OF THE NGĀTI HAUĀ IWI TRUST

and

THE CROWN

DEED TO AMEND

NGĀTI HAUĀ DEED OF SETTLEMENT

[Handwritten signatures and initials]
RCK
M.P.
L
B.K.

1 BACKGROUND

- A. Ngāti Hauā and the Crown are parties to a Deed of Settlement dated 18 July 2013 ("**Deed of Settlement**").
- B. Ngāti Hauā and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 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 both parties are not signatories to the original or same counterpart.

SIGNED as a Deed to Amend on 23 September 2013

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

)
) *Christopher Finlayson*
) _____

Hon Christopher Finlayson

B. Consigned

Signature of Witness

Witness Name: BERNADETTE CONSIGNÉ

Occupation: PRIVATE SECRETARY

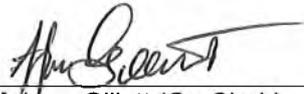
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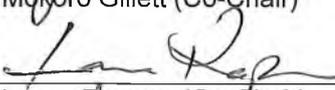
Handwritten initials and signatures in the bottom right corner, including 'RCK', 'Hines', 'M', 'M', 'D', 'R'.

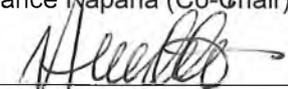
SIGNED by THE TRUSTEES of
THE NGĀTI HAUĀ IWI TRUST
in the presence of:

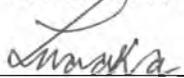
for and on behalf of
NGĀTI HAUĀ, and

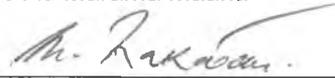
as trustees of
THE NGĀTI HAUĀ IWI TRUST

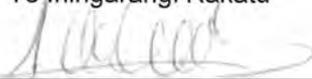

Moko Gillett (Co-Chair)

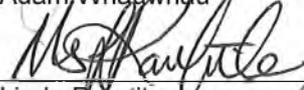

Lance Rapana (Co-Chair)

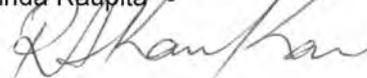

Robert Penetito


Te Ao Marama Maaka


Te Ihingarangi Rakatu

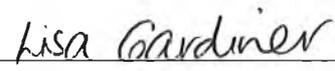

Adam Whauwhau


Linda Raupita


Rangitonga Kaukau

Date: 20 September 2013

WITNESS


Name:

Occupation: General Manager

Address: 904b Papamoa Beach Rd
Papamoa



Schedule 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current Part and clause reference	Amendment
Part 5, clause 5.28	Replace clause 5.28 with: "5.28 The Crown will, within 10 business days of the date this deed to amend becomes effective, pay \$178,000 to the trustees to enable the purchase by the trustees of additional properties."
Part 8, clause 8.5	Replace sub-clause 8.5.1 with: "8.5.1 clauses 5.26, 5.27, 5.28, 7.4 and 8.3 to 8.10:"
Part 8, clause 8.10	Replace clause 8.10 with: "8.10 If this deed does not become unconditional, or is terminated – 8.10.1 the on-account payment is not repayable; 8.10.2 the cultural redress payment is not repayable; and 8.10.3 any transferred early release cultural properties are not to be transferred back to the Crown; but 8.10.4 the on-account payment, the cultural redress payment, and the transferred early release cultural properties, are to be taken into account in any future settlement of the non-raupatu historical claims."

General Matters Schedule

Current Part and paragraph reference	Amendment
Part 6, clause 6.1	After the definition of " cultural redress ", insert a new definition of "cultural redress payment" as follows: " cultural redress payment means the amount of \$178,000 paid by the Crown as provided by clause 5.28;"
Part 6, clause 6.1	After the definition of " deed of settlement ", insert a new definition of "deed to amend" as follows: " deed to amend means the deed to amend the deed of settlement signed by the trustees of the Ngāti Hauā Iwi Trust and the Crown in September 2013;"