

**TE ATIAWA**

**and**

**THE TRUSTEES OF TE KOTAHITANGA O TE ATIAWA TRUST**

**and**

**THE CROWN**

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**SECOND DEED TO AMEND  
TE ATIAWA DEED OF SETTLEMENT**

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**SECOND DEED TO AMEND TE ATIWA DEED OF SETTLEMENT**

THIS DEED is made on the *8th* day of *December* 20*15*

**BETWEEN**

**TE ATIWA**

**AND**

**THE TRUSTEES OF TE KOTAHITANGA O TE ATIWA TRUST ("the trustees")**

**AND**

**THE CROWN**

## 1. BACKGROUND

- A. Te Atiawa, the trustees and the Crown are parties to a Deed of Settlement dated 9 August 2014 (the "**Deed of Settlement**") and a deed to amend dated 10 August 2015.
- B. Te Atiawa, 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**

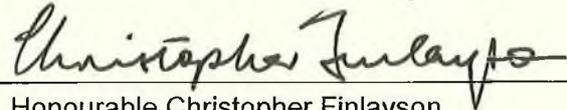
- 1.4 This deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or same counterpart.

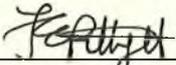
## 2. ON-ACCOUNT ARRANGEMENTS

- 2.1 Within 10 business days of the date of this deed, the Crown will pay to the trustees –
- (a) the amount of \$45,000,000 (45 million dollars); and
  - (b) interest on the amounts set out in paragraph 2.1 of the general matters schedule.
- 2.2 The trustees acknowledge and agree that the on-account payment forms part of the financial and commercial redress amount under the deed of settlement.

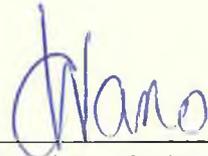
SECOND DEED TO AMEND TE ATIWA DEED OF SETTLEMENT

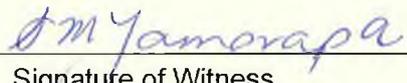
SIGNED for and on behalf of  
THE CROWN by the Minister for Treaty of  
Waitangi Negotiations in the presence of:

  
Honourable Christopher Finlayson

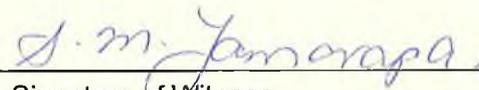
  
Signature of Witness  
FERN WOOLDRIDGE HYETT  
Witness Name  
PRIVATE SECRETARY (TREATY)  
Occupation  
WELLINGTON  
Address

SIGNED by the trustees of the  
TE KOTAHITANGA O TE ATIWA  
TRUST  
in the presence of:

  
Wharehoka Craig Wano

  
Signature of Witness  
Sharyn Marie Tamarapa  
Witness Name  
Office Manager  
Occupation

  
Shaun Joseph Keenan

  
Signature of Witness  
Sharyn Marie Tamarapa  
Witness Name  
Office Manager  
Occupation

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Signature of Witness

Neqaine Angus

Witness Name

Regional Manager

Occupation



Shelley Jane Kopu



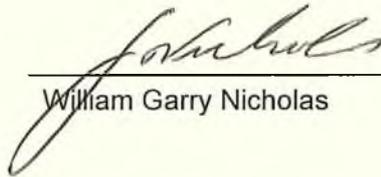
Signature of Witness

Ramea Kipa

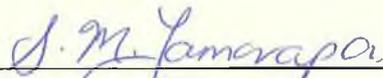
Witness Name

Director / Artist

Occupation



William Garry Nicholas



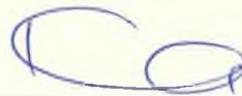
Signature of Witness

Sheryn Marie Tamarapa

Witness Name

Office Manager

Occupation



Kura Ann Denness

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Liana Huia Poutu

*J. M. Tamarapa*

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Signature of Witness

*Sharys Marie Tamarapa*

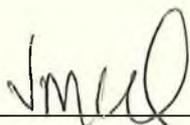
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Witness Name

*Office Manager*

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Occupation



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Signature of Witness

*Victoria McQuillan*

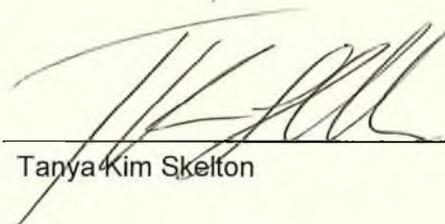
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Witness Name

*Admin Support.*

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Occupation



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Tanya Kim Skelton

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current part and reference	Amendment
Clause 6.1	Replace clause 6.1 with: "6.1 The Crown must pay the trustees on the settlement date \$24,876,000, being the financial and commercial redress amount of \$87,000,000, less the on-account payments referred to in clause 6.2."
Clause 6.2	Replace clause 6.2 with: "6.2 The parties acknowledge that, on account of the settlement: 6.2.1 the Crown paid \$400,000 to Te Atiawa Iwi Authority Board on 26 November 1999; 6.2.2 pursuant to a deed recording on-account arrangements in relation to Te Atiawa historical claims between the Crown, Te Atiawa Iwi Authority, and the trustees, the Crown paid \$16,724,000 to the trustees on 15 May 2014; and 6.2.3 pursuant to the second deed to amend, the Crown must pay \$45,000,000 to the trustees."
Clause 7.5.2	Insert the following immediately after the words "paragraph 1.3": ", part 2".
Clause 7.10.1	Insert the following immediately after the words "on-account payments": "and any payment made under part 2 of the general matters schedule".

General Matters Schedule

Current part and reference	Amendment
Paragraph 2.1	Replace paragraph 2.1 with new paragraphs 2.1 and 2.1A: "2.1 The Crown must pay interest to the trustees: 2.1.1 for the period in paragraph 2.2, on \$86,600,000, being the financial and commercial redress amount less the on-account payment referred to in clause 6.2.1; and 2.1.2 for the period in paragraph 2.3, on \$69,876,000, being the amount referred to in paragraph 2.1.1 less the on-account payment referred to in clause 6.2.2, on the payment date. 2.1A The Crown must pay interest to the trustees, for the period in paragraph 2.3A, on \$24,876,000, being the amount referred to in

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Current part and reference	Amendment
	paragraph 2.1.2 less the on-account payment referred to in clause 6.2.3, on the settlement date.”
Paragraph 2.3.2	Replace paragraph 2.3.2 with:  “2.3.2 ending on the day before the payment date.”
New paragraph 2.3A	Insert the following new paragraph 2.3A immediately after paragraph 2.3: “2.3A The interest under paragraph 2.1A is payable for the period: 2.3A.1 beginning on the payment date; and 2.3A.2 ending on the day before the settlement date.”
Paragraph 2.4	Replace paragraph reference “paragraph 2.1” with “paragraphs 2.1 and 2.1A”.
Paragraph 6.1	The following new definition is inserted immediately after the definition of <b>party</b> : “ <b>payment date</b> means, pursuant to the second deed to amend, the date that the on-account payment referred to in clause 6.2.3 is made; and”.  The following new definition is inserted immediately after the definition of <b>schedules</b> : “ <b>second deed to amend</b> means the further deed to amend entered into by the parties to record the on-account arrangements referred to in clause 6.2.3 and payment of interest on the amounts set out in paragraph 2.1 of the general matters schedule; and”.