

NGĀTI TAMA KI TE TAU IHU
and
NGĀTI TAMA KI TE WAIPOUNAMU TRUST
and
THE CROWN

DEED TO AMEND
NGĀTI TAMA KI TE TAU IHU
DEED OF SETTLEMENT

**DEED TO AMEND NGĀTI TAMA KI TE TAU IHU DEED OF
SETTLEMENT**

THIS DEED is made on the *5th* day of *October* 2013

BETWEEN

NGĀTI TAMA KI TE TAU IHU

AND

NGĀTI TAMA KI TE WAIPOUNAMU TRUST ("the governance entity")

AND

THE CROWN

1. BACKGROUND

- A. Ngāti Tama ki Te Tau Ihu and the Crown are parties to a Deed of Settlement dated 20 April 2013 ("Deed of Settlement").
- B. Ngāti Tama ki Te Tau Ihu and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 4.1 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.

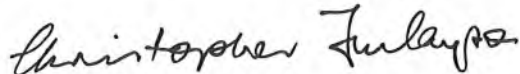
COUNTERPARTS

- 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.

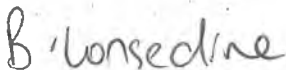
SIGNED as a Deed to Amend on 5 October 2013

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: BERNADETTE CONSEDINE

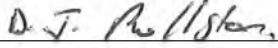
Occupation: PRIVATE SECRETARY

Address: WELLINGTON

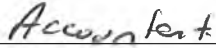
SIGNED by the trustees of the
NGĀTI TAMA KI TE WAIPOUNAMU TRUST
in the presence of:



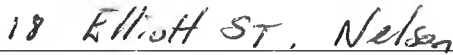
Signature of Witness



Witness Name:



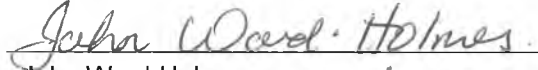
Occupation



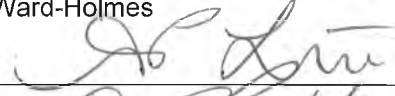
Address



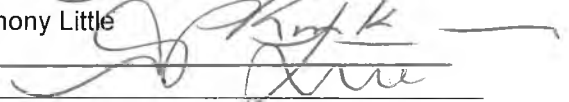
Fred Te Miha



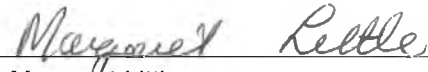
John Ward-Holmes



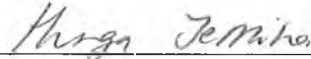
Anthony Little



Robert McKewen



Margaret Little



Hinga Te Miha



Andrew Stephens

Schedule 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current Part and clause reference	Amendment
Part 5, clause 5.36	Replace "settlement date" with "payment date".
Part 5	<p>Insert new clause 5.43 as follows:</p> <p>"STATUTORY RELEASE</p> <p>5.43 The settlement legislation will, on the terms provided by section 277A of the settlement bill, provide that –</p> <p>5.43.1 despite any enactment or rule of law to the contrary, the Ngāti Tama ki Te Waipounamu trustees are not liable for any contamination of any land or contamination of natural and physical resources if:</p> <p>(a) the contamination is in, or originates from, the closed landfill on the Puketawai cultural redress property as identified in the disclosure information; and</p> <p>(b) the liability would not arise were the Ngāti Tama ki Te Waipounamu trustees not the landowners of the Puketawai cultural redress property;</p> <p>5.43.2 subsection 5.43.1 does not apply to the extent the contamination is caused by an intentional, reckless or negligent act or omission of the Ngāti Tama ki Te Waipounamu trustees."</p>
Part 6, clause 6.1	<p>Replace clause 6.1 with:</p> <p>"6.1 The Crown will pay the Ngāti Tama ki Te Waipounamu trustees on the payment date \$2,350,964.16, being the financial and commercial redress amount of \$12,060,000, less:</p> <p>6.1.1 \$507,643.84 being the on-account payment referred to in clause 6.3; and</p> <p>6.1.2 \$9,201,392.00, being the total transfer values of the commercial redress properties."</p>
Part 6, clause 6.2	Replace "amount in clause 6.1.1" with "financial and commercial redress amount in clause 6.1".

Current Part and clause reference	Amendment
Part 7, clause 7.9.2	Insert new subclause 7.9.2(a) as follows: "(a) clauses 5.36 and 6.1 of this deed;"
Part 7, clause 7.9.2	Following the insertion of new subclause 7.9.2(a), renumber the subclause so that it reads as follows: 7.9.2 the following provisions of this deed are binding: (a) clauses 5.36 and 6.1 of this deed; (b) clauses 7.1 and 7.2 of this deed; (c) clauses 7.8 to 7.12 of this deed (d) clauses 8.4 to 8.10 of this deed; and (e) paragraph 1.3 and parts 3 to 6 of the general matters schedule."
Part 7, clause 7.9.2(c)	Replace clause 7.9.2(c) (new clause 7.9.2(d)) with: "7.9.2(d) clauses 8.1.1 and 8.4 to 8.10 of this deed; and"
Part 7, clause 7.12	After clause 7.12, insert: "IF NOT UNCONDITIONAL 7.13 The parties intend that if this deed does not become unconditional under clause 7.8: 7.13.1 any payments made by the Crown to the Ngāti Tama ki Te Waipounamu trustees under clause 5.36, 6.1, 6.3 and 8.1.1 will be taken into account in relation to any future settlement of the historical claims; and 7.13.2 despite clause 7.9.1, the Crown may produce this deed to any Court or tribunal considering the quantum of any redress to be provided by the Crown in relation to any future settlement of the historical claims."
Part 8, clause 8.1	Replace clause 8.1 with: "8.1 The Crown will pay the Ngāti Tama ki Te Waipounamu trustees: 8.1.1 on the payment date interest on \$8,242,356.16 (being the amount of \$8,750,000, referred to in clause 6.2.3, less the amount of \$507,643.84 referred to in clause 6.3); and 8.1.2 on the settlement date interest on \$5,891,392, (being the amount of \$8,242,356.16 referred to in clause 8.1.1, less the amount of \$2,350,964.16 referred to in clause 6.1)."
Part 8, clause 8.2	Replace clause 8.2 with: "8.2 The interest payable under: 8.2.1 clause 8.1.1 is payable: (a) for the period from 11 February 2009, being the date of the letter of agreement, to (but not including) 11 February 2011; and (b) for the period from the date of the initialling of this deed, being 7 October 2011, to (but not including) payment date; and 8.2.2 clause 8.1.2 is payable for the period from payment date to (but not including) settlement date."

DEED TO AMEND NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

Current Part and clause reference	Amendment
Part 8, clause 8.3	<p>Replace clause 8.3 with:</p> <p>"8.3 The interest is:</p> <p style="padding-left: 40px;">8.3.1 payable at the rate from time to time set as the official cash rate, calculated on a daily basis but not compounding;</p> <p style="padding-left: 40px;">8.3.2 subject to any tax payable in relation to them; and</p> <p style="padding-left: 40px;">8.3.3 payable after withholding any tax required by legislation to be withheld."</p>

General Matters Schedule

Current Part and paragraph reference	Amendment
Part 2, paragraph 2.9	Replace "settlement date" with "payment date".
Part 3, paragraph 3.5.2	<p>Replace paragraph 3.5.2 with:</p> <p>"3.5.2 the Crown is:</p> <p style="padding-left: 80px;">C/- The Solicitor-General Crown Law Office Level 3 Justice Centre 19 Aitken Street PO Box 2858 Wellington 6011</p> <p style="padding-left: 80px;">Facsimile No. 04 473 3482".</p>
Part 5, paragraph 5.1	Delete "settlement date" from the definition of " cash settlement amount " and replace with "payment date".
Part 5, paragraph 5.1	<p>After the definition of "deed of settlement", insert a new definition of "deed to amend" as follows:</p> <p>"deed to amend means the deed to amend the deed of settlement signed by the Ngāti Tama ki Te Waipounamu trustees and the Crown in or around September 2013;"</p>
Part 5, paragraph 5.1	<p>After the definition of "party" insert a new definition of "payment date" as follows:</p> <p>"payment date means a date within ten (10) business days from and after the date the deed to amend was properly executed by the Ngāti Tama ki Te Waipounamu trustees and the Crown;"</p>