

TRUSTEES OF THE MANA AHURIRI TRUST

and

THE CROWN

**THIRD DEED TO AMEND DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

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1. BACKGROUND

- A. Ahuriri Hapū, the trustees of the Mana Ahuriri Trust ("**trustees**") and the Crown are parties to:
- (1) a deed of settlement dated 2 November 2016;
 - (2) a deed to amend the deed of settlement dated 16 February 2017; and
 - (3) a second deed to amend the deed of settlement dated 13 June 2017, ("**Deed of Settlement**").
- B. The trustees 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.
- 1.3 For ease of reference, Schedule 2 to this deed reflects, in tracked changes, part 2 of the general matters schedule to the Deed of Settlement, as amended by Schedule 1.

INTEREST

- 1.4 Within 10 business days after the date of this deed, the Crown will pay to the trustees, interest on:
- 1.4.1 the financial and commercial redress amount in accordance with paragraph 2.2.2 of the general matters schedule, as amended by this deed; and
 - 1.4.2 the balance of the financial and commercial redress amount after the purchase of the early release commercial property in accordance with paragraph 2.3.1 of the general matters schedule, as amended by this deed.

DEFINITIONS AND INTERPRETATION

- 1.5 Unless the context otherwise requires:
- 1.5.1 terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and
 - 1.5.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this deed.



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COUNTERPARTS

- 1.6 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.

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THIRD DEED TO AMEND AHURIRI HAPŪ DEED OF SETTLEMENT

SIGNED as a Deed to Amend on 6 day of DECEMBER 2021

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

)
)
)



Honourable Andrew Little

Signature of Witness

SEREANA PERRY

Witness Name

PUBLIC SERVANT

Occupation

PARLIAMENT BUILDINGS, WELLINGTON

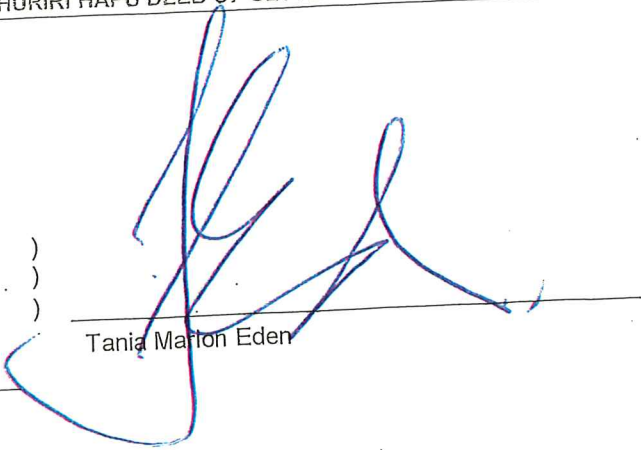
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THIRD DEED TO AMEND AHURIRI HAPŪ DEED OF SETTLEMENT

SIGNED by the trustees of the
MANA AHURIRI TRUST
in the presence of:

)
)
)

Tania Marlon Eden



[Handwritten signature]

Signature of Witness

Heather Johnson

Witness Name


Company Secretary

Occupation

162 Te Mota Mangateretere Road

Address

THIRD DEED TO AMEND AHURIRI HAPŪ DEED OF SETTLEMENT



Signature of Witness

Heather Johnson

Witness Name

Company Secretary

Occupation

162 Te Mata Mangakere Road.

Address



Piriniha Tuturu Prentice

THIRD DEED TO AMEND AHURIRI HAPŪ DEED OF SETTLEMENT



Signature of Witness



Beverley Jane Moriana Kemp-Harmer

Hedha Johnson

Witness Name

Company Secretary

Occupation

162 Te Mata Mangakereke Road

Address

THIRD DEED TO AMEND AHURIRI HAPŪ DEED OF SETTLEMENT

[Handwritten Signature]

Signature of Witness

Heather Johnson

Witness Name

Company Secretary

Occupation

162 Te Mata Mangakere Road.

Address

E. Ratima.

Evelyn Nukumai-Te-Mangai Ratima

THIRD DEED TO AMEND AHURIRI HAPŪ DEED OF SETTLEMENT



Signature of Witness

Hedher Johnson

Witness Name

Company Secretary

Occupation

162 Te Mato Mangakereke Road

Address

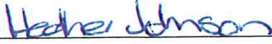


Michael Joseph Taane

THIRD DEED TO AMEND AHURIRI HAPŪ DEED OF SETTLEMENT



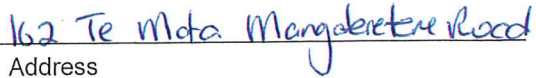
Signature of Witness



Witness Name



Occupation



Address

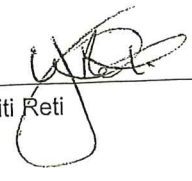


Kanui Allana Hiha

THIRD DEED TO AMEND AHURIRI HAPŪ DEED OF SETTLEMENT



Signature of Witness


Joseph Witi Reti

Hedha Johnson

Witness Name

Company Secretary

Occupation

162 Te Mata Mangakere Road

Address

[Handwritten Signature]

Signature of Witness

[Handwritten Signature]

Chad Tareha

Heather Johnson

Witness Name

Company Secretary

Occupation

162 Te Mata Mangakere Road.

Address

THIRD DEED TO AMEND AHURIRI HAPŪ DEED OF SETTLEMENT



Signature of Witness

Heather Johnson

Witness Name

Company Secretary

Occupation

162 Te Mata Mangereke Road

Address



Maree Brown

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

General Matters Schedule

Current part and reference	Amendment
Part 2, paragraph 2.2	Replace the reference to "settlement date" in paragraph 2.2 with "second payment date"
Part 2, paragraph 2.3	<p>Replace paragraph 2.3 with:</p> <p>"2.3 Interest under paragraph 2.1.2 is payable –</p> <p style="padding-left: 40px;">2.3.1 firstly, on the second payment date, for the period –</p> <p style="padding-left: 80px;">(a) beginning on the date of the payment of the purchase price for the early release commercial property; and</p> <p style="padding-left: 80px;">(b) ending on 30 November 2021; and</p> <p style="padding-left: 40px;">2.3.2 secondly, on the settlement date, for the period –</p> <p style="padding-left: 80px;">(a) beginning on 1 December 2021; and</p> <p style="padding-left: 80px;">(b) ending on the day before the settlement date."</p>
Part 6, paragraph 6.1	<p>After the definition of "schedules", insert the following new definition:</p> <p>"second payment date" means the date the payment of interest is made in accordance with clause 1.3 of the Third Deed to Amend; and"</p> <p>After the definition of "terms of negotiation", insert the following new definition:</p> <p>"Third Deed to Amend" means the third deed to amend entered into by the parties to record certain matters, including a payment of interest in accordance with paragraph 2.2.2 and paragraph 2.3.1 (as amended by that deed); and"</p>

SCHEDULE 2

CONSOLIDATED AMENDMENTS TO PART 2 OF THE
GENERAL MATTERS SCHEDULE TO THE DEED OF SETTLEMENT

“2 INTEREST

2.1 The Crown must pay the governance entity interest on –

2.1.1 the financial and commercial redress amount; and

2.1.2 the balance of the financial and commercial redress amount after the purchase of the early release commercial property.

2.2 Interest under paragraph 2.1.1 is payable –

2.2.1 firstly, on the payment date, for the period –

(a) beginning on the date of the agreement in principle; and

(b) ending on 30 November 2016; and

2.2.2 secondly, on the ~~settlement date~~second payment date, for the period –

(a) beginning on 1 December 2016; and

(b) ending on the day before the day that the payment of the purchase price (by on account deduction from the financial and commercial redress amount) for the early release commercial property is made.

2.3 Interest under paragraph 2.1.2 is payable –

2.3.1 firstly, on the ~~settlement date~~second payment date, for the period –

~~2.3.1~~–(a) beginning on the date of the payment of the purchase price for the early release commercial property; and

~~2.3.2~~–(b) ending on ~~the day before the settlement date~~30 November 2021; and

2.3.2 secondly, on the settlement date, for the period –

(a) beginning on 1 December 2021; and

(b) ending on the day before the settlement date.

2.4 The interest is –

2.4.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding;

2.4.2 subject to any tax payable in relation to it; and

- 2.4.3 payable after withholding any tax required by legislation to be withheld.
- 2.5 To avoid doubt, if clause 7.4 applies, paragraphs 2.2.2 and 2.3 will not apply, and interest under paragraph 2.1.1 will be payable on the settlement date for the period –
- 2.5.1 beginning on 1 December 2016; and
- 2.5.2 ending on the day before the settlement date,
- but the balance of this part 2 will apply unamended.”

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