

NGĀITAKOTO

and

THE CROWN

**DEED TO AMEND
NGĀITAKOTO DEED OF SETTLEMENT**

M. C. P. R. L. J. S.
URS.

DEED TO AMEND NGĀITAKOTO DEED OF SETTLEMENT

THIS DEED is made on the 16 day of December 2015

BETWEEN

NGĀITAKOTO

AND

TE RŪNANGA O NGĀITAKOTO TRUST ("the governance entity")

AND

THE CROWN

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1. BACKGROUND

- A. NgāiTakoto and the Crown are parties to a Deed of Settlement dated 27 October 2012 and a Deed to Amend dated 6 February 2014 (together, the "**Deed of Settlement**").
- B. Te Rūnanga o NgāiTakoto trustees 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.



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DEED TO AMEND NGĀITAKOTO DEED OF SETTLEMENT

SIGNED as a Deed to Amend on 16 day of December 2015

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

) Christopher Finlayson
Honourable Christopher Finlayson

Jamie Manley
Signature of Witness

Jamie Manley
Witness Name

Secretary
Occupation

Parliament Buildings
Address

SIGNED by the trustees of TE RŪNANGA O NGĀITAKOTO TRUST

SIGNED by TRUDY JANICE BROWN as trustee, in the presence of:

) [Signature]
Trudy Janice Brown

Tom Bin
Signature of Witness

Thomas Bisley
Witness Name

Analyst
Occupation

10.5 Upland rd
Address

SIGNED by CYRIL COOK as trustee, in the presence of:

) [Signature]
Cyril Cook

[Signature]
Signature of Witness

Drew Sloane
Witness Name

Admin
Occupation

666 Church Road, Kaikāia
Address

[Handwritten notes and signatures]

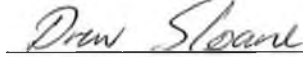
DEED TO AMEND NGĀITAKOTO DEED OF SETTLEMENT

SIGNED by DION SIDNEY HOBSON
as trustee, in the presence of:

) 
Dion Sidney Hobson



Signature of Witness



Witness Name

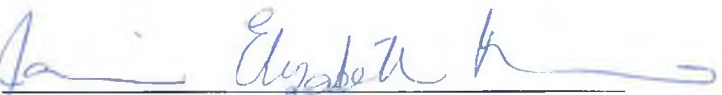


Occupation



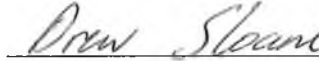
Address

SIGNED by JASMINE ELIZABETH MARINO
as trustee, in the presence of:

) 
Jasmine Elizabeth Marino



Signature of Witness



Witness Name



Occupation



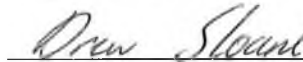
Address

SIGNED by PATRICK FONCE RIVERS
as trustee, in the presence of:

) 
Patrick Fonce Rivers



Signature of Witness



Witness Name



Occupation



Address



DEED TO AMEND NGĀITAKOTO DEED OF SETTLEMENT

SIGNED by ROBERT SAM TAMATI
as trustee, in the presence of:

) 
Robert Sam Tamati



Signature of Witness

Don Sloan

Witness Name

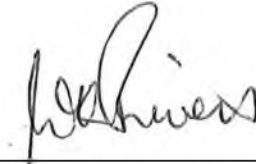
Admin

Occupation

666 Church Road, Kai-tiaki

Address

SIGNED by WALLACE KEMP WYNYARD
RIVERS as trustee, in the presence of:

) 
Wallace Kemp Wynyard Rivers

Don King

Signature of Witness

Thomas Bisleng

Witness Name

Analyst

Occupation

105 Upland rd

Address



SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current part and reference	Amendment
Part 8, clause 8.28	<p>In the fourth column of the table in clause 8.28:</p> <p>replace "AU26 141463 to AU26 256288" with "AU26 141463 to AU26 256388" as the location of the feature with the existing geographic name "East Beach"; and</p> <p>replace "AU26 2653743" with "AU26 265372" as the location of the feature with the existing geographic name "Walker Island".</p>
Part 9, new clause 9.8A	<p>Insert, after clause 9.8, a new clause 9.8A as follows:</p> <p>"9.8A.1 The parties acknowledge that the transfer value of the following properties:</p> <p>(a) Waiharara School House site (\$5,700);</p> <p>(b) Awanui School House site (\$2,700);</p> <p>(c) Paparore School House site (\$7,600); and</p> <p>(d) Paparore School adjacent site (\$20,000);</p> <p>was not held back when the Crown paid the remaining financial and commercial redress amount described in clause 9.1 to the Te Rūnanga o NgāiTakoto trustees.</p> <p>9.8A.2 On settlement date the Crown will deduct \$36,000 from the interest payment described in clause 11.2.2 to account for the value of the properties described in clause 9.8A.1."</p>
Part 11, clause 11.2	<p>Insert the following at the beginning of clause 11.2:</p> <p>"Subject to clause 9.8A,"</p>

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