NGĀTI HAUĀ

and

THE TRUSTEES OF THE NGĀTI HAUĀ IWI TRUST

and

THE CROWN

DEED TO AMEND NGĀTI HAUĀ DEED OF SETTLEMENT

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DEED TO AMEND NGĀTI HAUĀ DEED OF SETTLEMENT

THIS DEED is made on the 6 day of July 2014

BETWEEN

NGĀTI HAUĀ

AND

THE TRUSTEES OF THE NGĀTI HAUĀ IWI TRUST ("the governance entity")

AND

THE CROWN

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BACKGROUND

- A. Ngāti Hauā, the governance entity, and the Crown are parties to:
 - (a) a Deed of Settlement dated 18 July 2013; and
 - (b) a Deed to Amend the Deed of Settlement dated 23 September 2013

(together, the "Deed of Settlement").

- B. Since signing of the Deed of Settlement, the governance entity and the Crown have agreed:
 - (a) the property at 53 Firth Street, Matamata is no longer suitable as an early release cultural property; and
 - (b) the Crown will pay the cash equivalent in lieu of this early release cultural property to the governance entity on settlement date.
- C. The governance entity 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 governance entity and the Crown.

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.

M. F. She KKR

COUNTERPARTS

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

SIGNED for and on behalf of THE CROWN by the Minister for Treaty of Waitangi Negotiations in the presence of: Purple Purple)	Honourable Christopher Finlayson
SIGNED by THE TRUSTEES of THE NGĀTI HAUĀ IWI TRUST in the presence of:)	Mokoro Gillett (Co-Chair) Lance Rapana (Co-Chair) Te Ao Marama Maaka Te Ihingarangi Rakatau Adam Winauwhau Linda Raupita Rangitionga Kaukau
Signature of Witness Lisa Angela Cardines Witness Name Beneral Manager Occupation 9046 Papama Leach Ro Address Papama	- - -	hik.

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Signature of Witness

Witness Name

Aralyst
Occupation
387 Jackson street, Petone
Address

M. K. The Mos

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current part and reference	Amendment
Part 5, clause 5.26.2	Delete clause 5.26.2.
Part 5, clause 5.26.3	Renumber clause 5.26.3 as 5.26.2.
Part 5, clause 5.26.3	Renumber clause 5.26.4 as 5.26.3.
Part 5, new clause 5.50	Following clause 5.49 insert new heading and new clause 5.50:
	PAYMENT IN LIEU OF EARLY RELEASE CULTURAL PROPERTY
	5.50 The Crown will, on settlement date, pay the trustees \$255,000 in lieu of 53 Firth Street, Matamata which is no longer suitable as an early release cultural property.
Part 5, clause 5.50	Renumber existing clause 5.50 as 5.51.

Property Redress Schedule

Current part and reference	Amendment
Part 3, Early Release Cultural Properties table	Delete reference to 53 Firth Street, Matamata (including the description, encumbrance, and land holding agency).

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