

COPY

**NGATI RUANUI**  
and  
**HER MAJESTY THE QUEEN**  
in right of New Zealand

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**DEED TO AMEND THE DEED OF SETTLEMENT OF  
THE HISTORICAL CLAIMS OF NGATI RUANUI**

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FILE

SL 02/021/00/01

MARCH 2002

## DEED TO AMEND THE DEED OF SETTLEMENT

THIS DEED is made on 15<sup>th</sup> March 2002

BETWEEN

NGATI RUANUI

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations.

## DEED TO AMEND THE DEED OF SETTLEMENT

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### BACKGROUND TO THIS DEED

- The Crown and Ngati Ruanui are parties to a Deed of Settlement to settle the Historical Claims of Ngati Ruanui dated 12 May 2001 (the "**Deed of Settlement**").
- The Crown and Ngati Ruanui wish to amend the Deed of Settlement to provide for further advances of \$200,000 of the Financial and Commercial Redress.
- Ngati Ruanui have established Te Runanga o Ngati Ruanui Trust (the "**Governance Entity**") in accordance with clause 3.3 of the Deed of Settlement to receive Redress under the Deed of Settlement.
- The Governance Entity has signed the Deed of Covenant with the Crown under clause 3.6 of the Deed of Settlement and, therefore may, under clause 3.8 of the Deed of Settlement, agree to amendments to the Deed of Settlement.

ACCORDINGLY, the Crown and the Governance Entity wish to enter into this Deed to Amend the Deed of Settlement to record the following amendments to the Deed of Settlement.

### 1: EFFECTIVE DATE OF THIS DEED

- 1.1 This Deed to Amend the Deed of Settlement takes effect on the date it is signed by the parties.

### 2: AMENDMENTS TO PART 8

- 2.1 Clause 8.1 of the Deed of Settlement is amended by deleting the existing clause 8.1 and substituting the following clause:

"8.1 The Crown and Ngati Ruanui agree that the Crown is to provide Financial and Commercial Redress with an aggregate value of \$41 million, comprising:

8.1.1 a Cash Settlement Amount of \$40,390,500 of which:

- (a) \$500,000 has been paid by the Crown before the Date of this Deed to the Mandated Negotiators on behalf of Ngati Ruanui as an advance of part of the Financial and Commercial Redress;
- (b) \$100,000 has been paid by the Crown on 15 May 2001 to the Mandated Negotiators on behalf of Ngati Ruanui as an advance of part of the Financial and Commercial Redress;
- (c) \$100,000 is to be paid by the Crown to the Governance Entity on behalf of Ngati Ruanui 3 Business Days after the signing by the parties of this Deed to Amend the Deed of Settlement as an advance of part of the Financial and Commercial Redress; and
- (d) the balance of \$39,690,500 (the "**Balance of the Cash Settlement Amount**") is to be paid on the Settlement Date by the Crown; and

## DEED TO AMEND THE DEED OF SETTLEMENT

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8.1.2 the Commercial Redress Properties to be transferred to the Governance Entity or, where **clause 8.4** applies, the Ratified Transferee (with aggregate Transfer Values of \$609,500)."

### 3: AMENDMENTS TO PARTS 13 AND 14

3.1 Clauses 13.1 and 13.2 of the Deed of Settlement are amended by deleting the existing clauses 13.1 and 13.2 and substituting the following clauses:

"13.1 The Crown will pay interest from the Date of this Deed:

13.1.1 until the Settlement Date, on:

(a) \$39,690,500 (being the Balance of the Cash Settlement Amount);  
and

(b) \$609,500 (being the aggregate Transfer Values of the Commercial Redress Properties);

13.1.2 until 15 May 2001, on \$100,000; and

13.1.3 until the date that the payment under **clause 8.1.1(c)** is made, on \$100,000.

13.2 Interest under **clause 13.1** will:

13.2.1 be calculated on each Calculation Date and will be at a rate, expressed as a percentage per annum, equal to the weighted average of the successful yield for 1 year treasury bills resulting from the treasury bill tender process that takes place during the week prior to each Calculation Date (or, if no such treasury bill rate is available, an equivalent rate);

13.2.2 not compound;

13.2.3 be paid to the Governance Entity on the Settlement Date; and

13.2.4 be subject to any Tax payable under any Tax Legislation."

3.2 Clause 14.1 of the Deed of Settlement is amended by deleting the existing definition of "Balance of the Cash Settlement Amount" and substituting the following definition:

"Balance of the Cash Settlement Amount means the amount specified in **clause 8.1.1(d)**;"

#### 4: PAYMENT INSTRUCTIONS

- 4.1 Te Runanga o Ngati Ruanui Trust instruct the Crown to pay the advance of \$100,000 referred to in clause 8.1.1(c) of the Deed of Settlement (as amended by clause 2.1 of this Deed to Amend the Deed of Settlement) to:

WestpacTrust

Account Name: Ngati Ruanui Muru Me Te Raupatu On Account Settlement Trust

Account Number: 03 0647 0207555 00 50

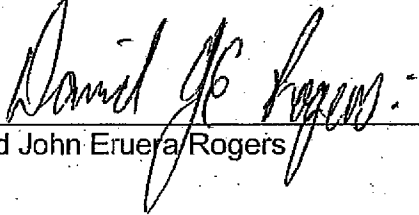
#### 5: DEFINITIONS AND INTERPRETATION

- 5.1 Except as expressly provided in this Deed to Amend the Deed of Settlement, the Deed of Settlement remains unchanged.
- 5.2 Terms defined in the Deed of Settlement have the same meanings in this Deed to Amend the Deed of Settlement and terms defined in this Deed to Amend the Deed of Settlement have the same meaning as in the Deed of Settlement, unless the context requires otherwise.
- 5.3 For the avoidance of doubt, "**Ngati Ruanui**" as it is used in this Deed to Amend the Deed of Settlement, has the same meaning as "**Ngaati Ruanui**" as used in the Deed of Settlement and the Deed of Trust relating to Te Runanga o Ngati Ruanui dated 10 December 2001.
- 5.4 The rules of interpretation set out in the Deed of Settlement will apply in the interpretation of this Deed to Amend the Deed of Settlement.

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed


SIGNED by the Te Ruananga o Ngati Ruanui Trust for Ngati Ruanui



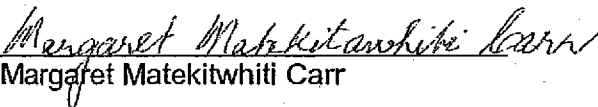
David John Eruera Rogers



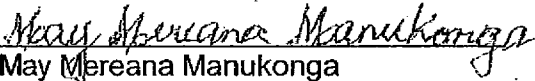
Raniera Davis Wareta



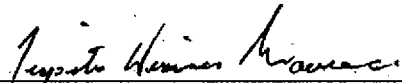
Wiremu Pukeko Tipene



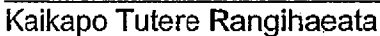
Margaret Matekitwhiti Carr



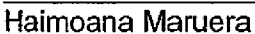
May Mereana Manukonga




Tupito Wiremu Maruera



Kaikapo Tutere Rangihaeata



Haimoana Maruera



Hoani Rangira Heremaia



Paula Gaye Tipene

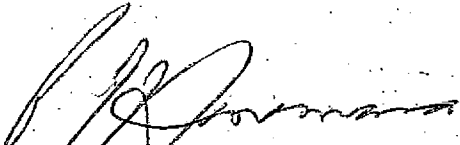
- this person has recently had a stroke and is unable to sign. They were present when Te Ruananga passed a resolution that  
- see faxed page attached

this Deed to Amend be signed.  
CLO advise this should be O.K.

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed

SIGNED by the Te Runanga o Ngati Ruanui Trust for Ngati Ruanui



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Patrick John Heremaia

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John Te Rangi Okiwa Morgan

*- this person has now resigned*



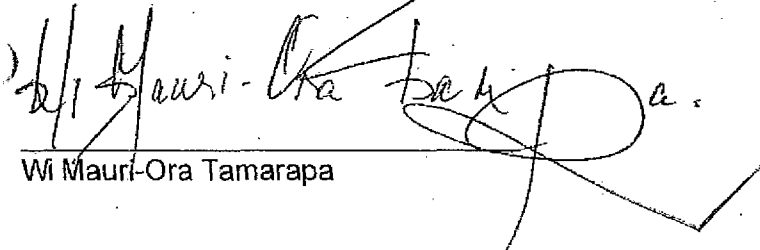
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Paeone Margaret Korau



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Ngaohēpu Huka Kahukuranui



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Wi Mauri-Ora Tamarapa



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Te Pahunga Martin Willaim Davis



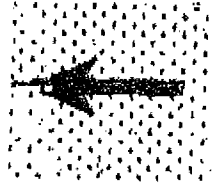
Pg 1 of 2  
25/03/02

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed

SIGNED by the Te Ruanganui o Ngati Ruanui Trust (for Ngati Ruanui)

David John Eruera Rogers



Raniera Davis Wareia

Wiramu Pukoko Tipene

Margaret Matakitehi Carr  
Margaret Matakitehi Carr

May Moreana Manukonga  
May Moreana Manukonga

Tupito Wiramu Maruera

Kaikapo Tutere Rangihaeata

Haimoana Maruera

Hoani Rangira Heremata

Paula Gaye Tipene

Witness

Christina Bidde's  
CHRISTINA BIDDIS  
461 Waikiki Rd  
RDI  
RUATOKI  
25/03/02.



DEED TO AMEND THE DEED OF SETTLEMENT

WITNESS

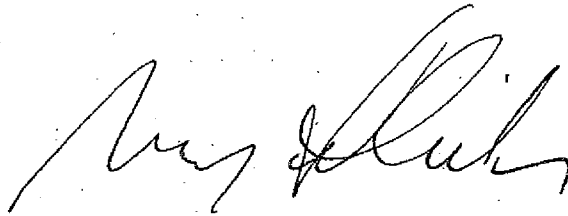
AL Luke

Name: April Luke

Occupation: Registrations Officer

Address: 119 Waihi Road  
Hawera

SIGNED for and on behalf of HER  
MAJESTY THE QUEEN in right of  
New Zealand by the Minister in Charge  
of Treaty of Waitangi Negotiations



WITNESS

H Baggott

Name: Heather Baggott

Occupation: Private Secretary

Address: Parliament Buildings,  
Wellington