

**NGÄTI TUWHARETOA (BAY OF PLENTY) and
HER MAJESTY THE QUEEN
in right of New Zealand**

**DEED TO AMEND THE DEED OF SETTLEMENT OF
THE HISTORICAL CLAIMS OF NGÄTI TUWHARETOA
(BAY OF PLENTY)**

David Fene

2004

DEED TO AMEND THE DEED OF SETTLEMENT

THIS DEED is made on *2nd June* 2004

BETWEEN

NGĀTI TUWHARETOA (BAY OF PLENTY)

AND

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

BACKGROUND TO THIS DEED

- The Crown and Ngāti Tuwharetoa are parties to a Deed of Settlement to settle the Historical Claims of Ngāti Tuwharetoa dated 6 June 2003 (the “**Deed of Settlement**”).
- The Crown and Ngāti Tuwharetoa wish to amend the Deed of Settlement to provide for a further advance of \$250,000 of the Redress Amount, of which:
 - \$125,000 is payable on the establishment of the Ngāti Tuwharetoa governance entity (bringing the total advance payable on establishment of the governance entity to \$225,000); and
 - \$125,000 is payable on the introduction of the Settlement Legislation into the House of Representatives.
- Ngāti Tuwharetoa have established the Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust (the “**Governance Entity**”) in accordance with clause 2.1.1 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 2.1.1 of the Deed of Settlement and, therefore may, under clause 2.3.3 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 6

- 2.1 Clause 6.1.1 of the Deed of Settlement is amended by deleting the existing clause 6.1.1 and substituting the following clause:

“6.1.1 The Redress Amount

The Parties agree that the Redress Amount is \$10,500,000 being the sum of:

- (a) The aggregate of the Redress Values listed in *Schedule 6.1*;
- (b) The amounts referred to in *clause 6.1.3*; and
- (c) The Cash Settlement amount of \$6,201,500.”

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- 2.2 Clause 6.1.3 of the Deed of Settlement is amended by deleting the existing clause 6.1.3 and substituting the following clause:

"6.1.3 Advances on settlement

- (a) Ngāti Tuwharetoa acknowledges receipt of the amounts of:
- (i) \$50,000 paid on 25 July 2002; and
 - (ii) \$100,000 paid on 22 October 2002,
- in each case by the Crown to Te Runanga o Tuwharetoa ki Kawerau on behalf of Ngāti Tuwharetoa which Ngāti Tuwharetoa and the Crown agree, is to be treated as part payment of the Redress Amount.
- (b) The Crown shall pay \$200,000 to Te Runanga o Tuwharetoa ki Kawerau on the date which is 10 Business Days after the date of this Deed, which payment Ngāti Tuwharetoa and the Crown agree, is to be treated as part payment of the Redress Amount.
- (c) The Crown shall pay \$225,000 to the Governance Entity on the date which is 10 Business Days after the completion of the requirements of *clause 2.1.1*, which payment Ngāti Tuwharetoa and the Crown agree, is to be treated as part payment of the Redress Amount.
- (d) The Crown shall pay \$125,000 to the Governance Entity on the date which is 10 Business Days after the introduction of the Settlement Legislation into the House of Representatives, which payment Ngāti Tuwharetoa and the Crown agree, is to be treated as part payment of the Redress Amount.
- (e) *Clause 8.1.1* (which provides that this Deed is conditional) does not apply to *clause 6.1.3(b)* or *clause 6.1.3(c)* or *clause 6.1.3(d)*."

3: AMENDMENTS TO PARTS 10

- 3.1 Clauses 10.5.1 and 10.5.2 of the Deed of Settlement are amended by deleting the existing clauses 10.5.1 and 10.5.2 and substituting the following clauses:

"10.5.1 Settlement Interest

The Crown will pay interest ("*Settlement Interest*") on:

- (a) \$9,800,000 (being the Redress Amount less the amounts referred to in, or payable under, *clause 6.1.3*) from and including the Date of this Deed until and including the Settlement Date;
- (b) \$225,000 (being the amount payable under *clause 6.1.3(c)*) from and including the date of this Deed until the date of payment of that amount to the Governance Entity; and

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- (c) \$125,000 (being the amount payable under clause 6.1.3(d)) from and including the date of this Deed until the date of payment of that amount to the Governance Entity.

10.5.2 Calculation and payment of Interest

Settlement Interest will:

- (a) 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;
- (b) Not compound;
- (c) Be payable for the period from and including the Date of this Deed:
 - (i) to (and including) the Settlement Date, in the case of Settlement Interest under *clause 10.5.1(a)*;
 - (ii) to (and including) the date of payment, in the case of Settlement Interest under *clause 10.5.1(b)*; and
 - (iii) to (and including) the date of payment, in the case of Settlement Interest under *clause 10.5.1(c)*;
- (d) Be paid to the Governance Entity:
 - (i) on the Settlement Date, in the case of Settlement Interest under *clause 10.5.1(a)*;
 - (ii) on the date of payment, in the case of Settlement Interest under *clause 10.5.1(b)*; and
 - (iii) on the date of payment, in the case of Settlement Interest under *clause 10.5.1(c)*;
- (e) Be subject to normal taxation law."

4: PAYMENT INSTRUCTIONS

- 4.1 The Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust instructs the Crown to pay the advances of \$225,000 and \$125,000 referred to in clause 6.1.3(c) and clause 6.1.3(d) respectively of the Deed of Settlement (as amended by clause 2.2 of this Deed to Amend the Deed of Settlement) to:

Name of Bank: **BANK OF NEW ZEALAND**

Account Name: **Ngati Tuwharetoa (Bay of Plenty) Settlement Trust**

Account Number: **02-0348-0002402-00**

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, "**Ngāti Tuwharetoa**" as it is used in this Deed to Amend the Deed of Settlement, has the same meaning as "**Ngāti Tuwharetoa**" as used in the Deed of Settlement and the Deed of Trust relating to the Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust dated
- 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.

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SIGNED as a Deed

SIGNED by the Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust for Ngāti Tuwharetoa

In the presence of: *EM Savage*

Rae Beverley Adlam

Rae Beverley Adlam

E. M. Savage

Name:

Occupation: Administrator

Address: Kawerau

In the presence of: *EM Savage*

Reverend R.D. Schuster

Reverend Canon Robert David Schuster

E. M. Savage

Name:

Occupation: Administrator

Address: Kawerau

In the presence of: *EM Savage*

Paora Paatu Hunia

Paora Paatu Hunia

E. M. Savage

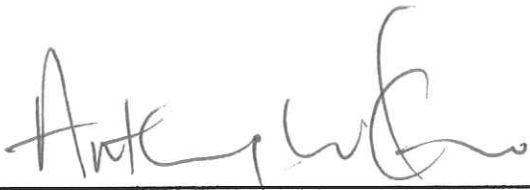
Name:

Occupation: Administrator

Address:

Kawerau

DEED TO AMEND THE DEED OF SETTLEMENT



Anthony William Olsen

In the presence of:


G.B. HARFORD

Name:

Occupation: SOLICITOR

Address: AUCKLAND

In the presence of:


E.M. Savage

Name:

Occupation: Administrator

Address: Kawerau

In the presence of:


G.K. Te Riri

Graham Kahu Te Riri

Name:

Occupation: Administrator

Address: Kawerau

In the presence of:


E.M. Savage

Name:

Occupation: Administrator

Address: Kawerau.

DEED TO AMEND THE DEED OF SETTLEMENT

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



Name:

Occupation: Senior Private Secretary

Address: Parliament Buildings
Wellington