

NGĀTI TUWHARETOA (BAY OF PLENTY)

and

HER MAJESTY THE QUEEN

in right of New Zealand

SECOND DEED TO AMEND DEED
OF SETTLEMENT TO SETTLE
NGĀTI TUWHARETOA (BAY OF
PLENTY) HISTORICAL CLAIMS

THIS DEED is made on 3 May 2005

BETWEEN

- (1) **NGĀTI TUWHARETOA (BAY OF PLENTY)**
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations.

BACKGROUND

- A The Crown and Ngāti Tuwharetoa (Bay of Plenty) are parties to a Deed of Settlement dated 6 June 2003.
- B By letter of 4 December 2003 the parties agreed to extend the timeframes for the establishment of a governance entity and for the valuation of the Redress Licensed Land.
- C Under a Deed to Amend dated 2 June 2004 the parties agreed to vary the Deed of Settlement to provide for a further advance of \$250,000 of the Redress Amount by the Crown to Ngāti Tuwharetoa (Bay of Plenty).
- D By letter of 16 March 2005 the parties agreed to replace references to “Ngāti Tuwharetoa” in the Deed of Settlement with “Ngāti Tuwharetoa (Bay of Plenty)” as set out in the letter.
- E The parties have agreed to further variations to the Deed of Settlement, as set out in this deed.

BY THIS DEED the parties agree as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 Terms defined in this Deed

In this Deed, unless the context requires otherwise:

Deed of Settlement means the Deed of Settlement described in Background A above;

First Deed to Amend means the Deed to Amend described in Background C above; and

1.2 Definitions and interpretation from Deed of Settlement

Unless the context requires otherwise:

- (a) the terms defined in the Deed of Settlement and the First Deed to Amend have the same meaning in this Second Deed to Amend; and
- (b) the rules of interpretation set out in the Deed of Settlement apply to the interpretation of this Second Deed to Amend.

2 AMENDMENT TO THE DEED OF SETTLEMENT

2.1 Deed of Settlement amended as set out in First Schedule

The clause or Schedule of the Deed of Settlement referred to in column 1 and/or column 3 of the First Schedule is amended as set out in column 3 of the First Schedule.

2.2 Internal clause references

A reference in the Deed of Settlement to any clause or paragraph of the Deed of Settlement that has been renumbered in accordance with any amendment under clause 2.1, will be treated as being to that clause or paragraph as renumbered.

2.3 Other columns of no legal effect

The parties acknowledge and agree that column 2 and column 4 of the First Schedule are of no legal effect and will not affect the interpretation of this Deed, the Deed of Settlement or the settlement legislation that implements the Deed of Settlement, and are included solely to:

- (a) in the case of column 2, identify the corresponding clause (if any) of the Ngāti Tuwharetoa (Bay of Plenty) Claims Settlement Bill at the time that this deed was entered into;
- (b) in the case of column 4, record the basis for the relevant amendment.

2.4 Previous amendments to Deed of Settlement

The parties acknowledge that the Deed of Settlement has previously been amended in accordance with:

- (a) the letter dated 4 December 2003 signed by the Minister in Charge of Treaty of Waitangi Negotiations (for the Crown) and counter-signed by Ngāti Tuwharetoa (Bay of Plenty) by which the parties agreed to extend the timeframes for the establishment of a governance entity and for the valuation of the Redress Licensed Land, a copy of which is attached as the Second Schedule;

- (b) the First Deed to Amend, a copy of which is attached as the Third Schedule;
and
- (c) the letter dated 16 March 2005 signed by the Office of Treaty Settlements (for the Crown) and counter-signed by Ngāti Tuwharetoa (Bay of Plenty) by which the parties agreed to replace references to "Ngāti Tuwharetoa" in the Deed of Settlement with "Ngāti Tuwharetoa (Bay of Plenty)" as set out in the letter, a copy of which is attached as the Fourth Schedule;

EXECUTED as a Deed on

SIGNED for and on behalf of **NGĀTI TUWHARETOA (BAY OF PLENTY) SETTLEMENT TRUST** by:

In the presence of:



Rae Beverley Adlam



Name: E.M. Savage
Occupation: Admin. Officer
Address: Kawerau

In the presence of:



The Reverend Canon Robert David
Schuster



Name: E.M. Savage
Occupation: Administrator
Address: Kawerau

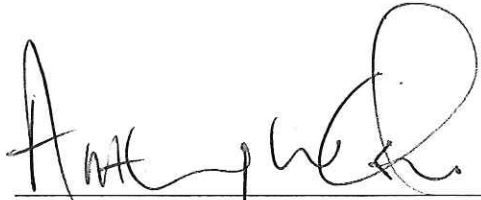
In the presence of:



Paora Paatu Hunia

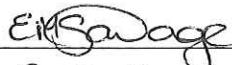


Name: E.M. Savage
Occupation: Administrator
Address: Kawerau.

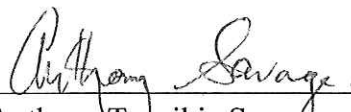


 Anthony William Olsen

In the presence of:

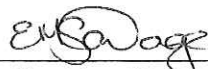


 Name: E.M. Savage
 Occupation: Administrator
 Address: Kawerau



 Anthony Tangihia Savage

In the presence of:

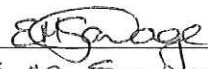


 Name: E.M. Savage
 Occupation: Administrator
 Address: Kawerau



 Graham Kahu Te Rire

In the presence of:

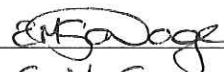


 Name: E.M. Savage
 Occupation: Administrator
 Address: Kawerau



 Ani Te Waikaretu Wickliffe

In the presence of:



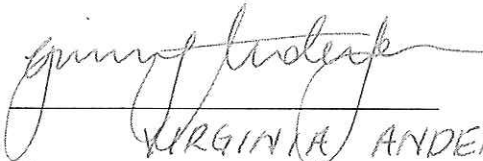
 Name: E.M. Savage
 Occupation: Administrator
 Address: Kawerau

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

)

)
Honourable Mark Burton

In the presence of:


Name: VIRGINIA ANDERSEN
PRIVATE SECRETARY

Occupation:

Address: WELLINGTON

FIRST SCHEDULE

Clause or Schedule of Deed	Clause of Bill	Amendment to Deed	Explanation of amendment
3.1.30 (English text)	Preamble clause 32 of text in English	<p>In the last sentence, add after the second occurrence of “Ngāti Tuwharetoa” the words “in the Kawerau area” so that the sentence reads:</p> <p>“Members of Ngāti Tuwharetoa (Bay of Plenty) wrote to the Minister of Native Affairs on 25 June 1883, outlining the objections of some Ngāti Tuwharetoa in the Kawerau area and Ngāti Umutahi to the sale and asking to be allowed to return the money advanced by the Government.”</p>	<p>As the 1883 letter refers to “Ngāti Tuwharetoa”, it is not appropriate to refer to “Ngāti Tuwharetoa (Bay of Plenty)”. For the avoidance of doubt, the phrase “in the Kawerau area” has been added.</p>
5.5.2(b)	45	Delete clause 5.5.2(b) and renumber the following clauses accordingly.	<p>The text of the statement of association was intended to be included in the Bill, but was inadvertently omitted. The Crown and Ngāti Tuwharetoa (Bay of Plenty) agreed with the Māori Affairs Select Committee’s preference that the geothermal statutory acknowledgement refer to the statement of association set out in the Deed.</p>
6.3.3		Replace the reference in clause 6.3.3(g) to “ <i>clause 6.3.6(b)</i> ” with a reference to “ <i>clauses 6.3.6(b), (c) and (d)</i> ”.	This change is consequential on the changes to clause 6.3.6 below.
6.3.6		Renumber current clauses 6.3.6(c) and 6.3.6(d) to provide for new clauses 6.3.6(c) and 6.3.6(d) below.	Provide for two possible new access easements for the Redress Licensed Land.
6.3.6		<p>Add new clause 6.3.6(c) as follows:</p> <p>“(c) If, as a result of the process</p>	<p><i>Whakahaupapa Stream easement</i></p> <p>These easements, if granted, will</p>

Clause or Schedule of Deed	Clause of Bill	Amendment to Deed	Explanation of amendment
		<p>referred to in <i>clause 6.3.7(a)</i>, the Governance Entity is granted a right of way easement in favour of the Redress Licensed Land along Pa Road (to the boundaries of the marginal strips on either side of Whakahaupapa Stream) then, as soon as practicable after it has been created, the Crown shall grant to the Governance Entity right of way easements in favour of the Redress Licensed Land over those parts of Pa Road that comprise:</p> <p>(i) marginal strips on either side of Whakahaupapa Stream, in the form set out in <i>Schedule 6.9</i>, but amended (particularly in clause 2.1) so as to apply to the appropriate land and easement area; and</p> <p>(ii) the bed of the Whakahaupapa Stream (Crown land under the Land Act 1948) in the form set out in <i>Schedule 6.9</i>, but amended so as to apply to the appropriate land and easement area and so as to apply to Crown land."</p> <p>Add new clause 6.3.6(d) as follows:</p> <p>"(d) If, as a result of the process referred to in <i>clause 6.3.7(a)</i>, the Governance Entity is granted a right of way easement in favour of the Redress Licensed Land</p>	<p>provide access along Pa Road (a forestry road within forest land owned by Ngāti Awa) where it crosses Whakahaupapa Stream and the marginal strips either side of the stream, in favour of the Redress Licensed Land.</p> <p>The stream bed of Whakahaupapa Stream is Crown land subject to the Land Act 1948 and is administered by LINZ. The two fixed marginal strips (one on each side of the stream bed) are administered by the Department of Conservation.</p> <p>These easements will be granted only if Ngāti Tuwharetoa (Bay of Plenty) first gain access along Pa Road by an agreement under clause 17.4 of the licence.</p> <p><i>Pukehangi Road easement</i></p> <p>This easement, if granted, will provide access along the part of Pukehangi Road that is on land administered by the Department of Conservation.</p>

Clause or Schedule of Deed	Clause of Bill	Amendment to Deed	Explanation of amendment
		<p>along those parts of Pukehangi Road between Eono Road and Rotochu Road that are not legal road then, as soon as practicable after it has been created, the Crown shall grant to the Governance Entity a right of way easement in favour of the Redress Licensed Land over that part of Pukehangi Road that comprises conservation land, being Section 1 SO 60652, in the form set out in <i>Schedule 6.9</i>, but amended (particularly in clause 2.1) so as to apply to the appropriate land and easement area.”</p>	<p>This easement will be granted only if Ngāti Tuwharetoa (Bay of Plenty) first gains access, by an agreement under clause 17.4 of the licence, along the parts of Pukehangi Road that are Crown forest land.</p>
Schedule 6.2		<p>Renumber paragraphs 4(h) to 4(j) of Schedule 6.2 to provide for new paragraphs (h) and (i) as set out below.</p> <p>Add new paragraphs 4(h) and (i) of Schedule 6.2 as follows:</p> <p>“(h) Appurtenant right of way easements if they are granted under <i>clause 6.3.6(c)</i>;</p> <p>(i) An appurtenant right of way easement if it is granted under <i>clause 6.3.6(d)</i>.”</p>	

SECOND SCHEDULE

(Clause 2.4(a) – Letter dated 4 December 2003)



Minister in Charge of Treaty of Waitangi Negotiations

Minita Nōna te Mana Whakarite Take e pā ana ki Te Tiriti o Waitangi

04 DEC 2003

Beverley Adlam
Chief Negotiator
Te Rūnanga o Tūwharetoa ki Kawerau
PO Box 334
KAWERAU

Dear Bev

Amendments to the Ngāti Tūwharetoa (Bay of Plenty) Deed of Settlement

As you know, the Deed of Settlement ("the Deed") to settle the historical Treaty of Waitangi claims of Ngāti Tūwharetoa (Bay of Plenty) ("Ngāti Tūwharetoa") was signed by the Crown and Ngāti Tūwharetoa representatives on 6 June 2003.

Proposed amendments to the Deed

Timeframes relating to the establishment of a governance entity

Under clause 2.1.1 of the Deed, Ngāti Tūwharetoa agreed to establish a governance entity within 6 months of the date of the Deed. Clause 8.1.1(a) of the Deed provides that the Deed and the Settlement are conditional upon the establishment of the governance entity within this timeframe.

As there has been some delay in the establishment of Ngāti Tūwharetoa's governance entity, this letter proposes a six-month extension to the deadline for the establishment of the governance entity. **Ngāti Tūwharetoa will therefore need to establish a governance entity that complies with the requirements set out in paragraphs 2.1.1 (a) and (b) of the Deed by 6 June 2004.** Similarly, the time frame for the satisfaction of the condition in clause 8.1.1(a) will be extended so that the Deed and the Settlement are conditional on the establishment of the Ngāti Tūwharetoa governance entity and the execution of a Deed of Covenant by the governance entity within 12 months of the date of the Deed.

Timeframes relating to the valuation of Redress Licensed Land

Under clause 6.1.2 of the Deed, Ngāti Tūwharetoa and the Crown agreed a process for the valuation, election and transfer of the Redress Licensed Land (Rotoehu West Forest land). Under clause 6.1.2(b) and Schedule 6.6 of the Deed, Ngāti Tūwharetoa agreed to provide its

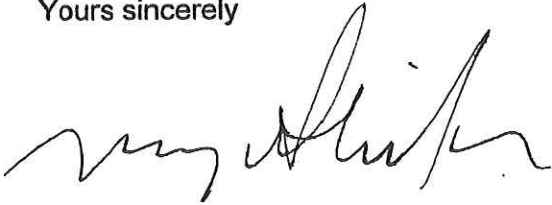
Valuation Report for the land by the Valuation Exchange Date (15 August 2003). As you know, I recently agreed to Ngāti Tūwharetoa's request for an extension to the valuation process deadlines as set out in Schedule 6.6. As I stated in my recent letter advising of my decision to grant Ngāti Tūwharetoa's request, I consider a reasonable extension of the Valuation Exchange Date to be 50 business days following the date of the letter (4 November 2003). **The new Valuation Exchange Date will therefore be 10 February 2004.**

Authority to agree to the proposed amendments


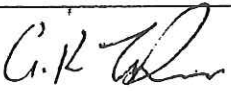


Under clauses 2.3.1 and 2.3.2 of the Deed, the following individuals are collectively authorised to agree to amendments to the Deed: Rae Beverley Adlam, Graham Kahu Te Rire, Ani Te Waikaretu Wickliffe and the Reverend Canon Robert David Schuster. Clause 10.2 of the Deed provides that no amendment to the Deed will be effective unless it is in writing and signed by, or on behalf of, Ngāti Tūwharetoa and the Crown.

I would therefore ask that the individuals named above indicate their agreement to the proposed amendments to the Deed by counter-signing this letter and returning a copy to me.

Yours sincerely



Hon Margaret Wilson
Minister in Charge of Treaty of Waitangi Negotiations

Signature	Date
 Rae Beverley Adlam	6/12/03
 Graham Kahu Te Rire	6/12/03
 Ani Te Waikaretu Wickliffe	6/12/03.
 Reverend Canon Robert David Schuster	6/12/03

THIRD SCHEDULE

(Clause 2.4(b) – First Deed to Amend)

**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)**

2nd June 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.

DEED TO AMEND THE DEED OF SETTLEMENT

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."

DEED TO AMEND THE DEED OF SETTLEMENT

- 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

DEED TO AMEND THE DEED OF SETTLEMENT

- (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.

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed

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



Rae Beverley Adlam

In the presence of: *EM Savage*

E. M. Savage
Name:

Occupation: Administrator

Address: Kawerau.



Reverend Canon Robert David Schuster

In the presence of: *EM Savage*

E. M. Savage
Name:

Occupation: Administrator

Address: Kawerau



Paora Paatu Hunia

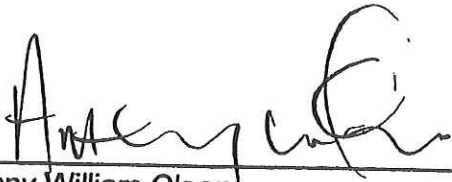
In the presence of: *EM Savage*

E. M. Savage
Name:

Occupation: Administrator

Address: Kawerau

DEED TO AMEND THE DEED OF SETTLEMENT



Anthony William Olsen

In the presence of:



Name: G.B. Harford

Occupation: Solicitor

Address: Auckland



Anthony Tangihia Savage

In the presence of: E.M. Savage



Name:

Occupation: Administrator

Address: Kawerau



Graham Kahu Te Rire

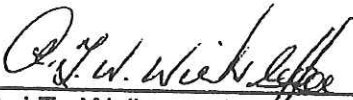
In the presence of: E.M. Savage



Name:

Occupation: Administrator

Address: Kawerau



Ani Te Waikaretu Wickliffe

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

FOURTH SCHEDULE

(Clause 2.4(c) – Letter dated 16 March 2005)



OFFICE OF TREATY SETTLEMENTS

Charles Fergusson Building • Bowen Street • PO Box 919 Wellington
Phone (04) 494 9800 • Fax (04) 494 9801 • www.ots.govt.nz

Pouaka Motuhake 919 • Te Whanganui a Tara
Waea (04) 494 9800 • Waea Whakaahua (04) 494 9801

Te Tari Whakatau Take e pa ana ki te Tiriti o Waitangi

16 March 2005

Bev Adlam
Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust
PO Box 334
KAWERAU

Tēnā koe Bev

Amendment to Ngāti Tuwharetoa (Bay of Plenty) Deed of Settlement

We have previously discussed agreeing to amend the references to "Ngāti Tuwharetoa" in the Deed of Settlement of the historical claims of Ngāti Tuwharetoa (Bay of Plenty) to "Ngāti Tuwharetoa (Bay of Plenty)". We invite the trustees to countersign this letter on behalf of Ngāti Tuwharetoa (Bay of Plenty), in acceptance of the following amendments:

1. The Crown and Ngāti Tuwharetoa (Bay of Plenty) agree that the Deed of Settlement of the historical claims of Ngāti Tuwharetoa (Bay of Plenty) dated 6 June 2003 (*the Deed of Settlement*) is amended by deleting all references in the Deed of Settlement to "Ngāti Tuwharetoa" and replacing them with references to "Ngāti Tuwharetoa (Bay of Plenty)", except:
 - where the original reference (including subsequent words) was already to "Ngāti Tuwharetoa (Bay of Plenty)";
 - in the sentence "I te wa i a Tuwharetoa, ka kaha ake te mana o ngā hapū o Ngāti Tuwharetoa" in the Background in Māori on page 4 of the Deed of Settlement;
 - in the sentence "It was under the mana of Tuwharetoa that ngā hapū o Ngāti Tuwharetoa grew" in the Background in English on page 11 of the Deed of Settlement;
 - the second reference to "Ngāti Tuwharetoa" in the sentence "No te ra 25 o Hune o te tau 1883 tuhi atu ai etahi o Ngāti Tuwharetoa ki te Minita mo Ngā Take Māori, e whakamarama ana i ngā whakahe o etahi o Ngāti Tuwharetoa me Ngāti Umutahi ki te hoko, me te pātai mēna e pai ana kia whakahokia ngā moni he mea homai e te Karauna mo ngā whenua" in clause 3.1.30 of the Historical Account in Māori on page 36 of the Deed of Settlement (emphasis added).

- the second reference to “Ngāti Tuwharetoa” in the sentence “Members of Ngāti Tuwharetoa wrote to the Minister of Native Affairs on 25 June 1883, outlining the objections of some Ngāti Tuwharetoa and Ngāti Umutahi to the sale and asking to be allowed to return the money advanced by the Government” in clause 3.1.30 of the Historical Account in English on page 44 of the Deed of Settlement (emphasis added).


For the avoidance of doubt, the amendment in clause 1 above applies to all parts of the Deed of Settlement, whether they are expressed in Māori or English, including any applicable references to “Ngāti Tuwharetoa” in both the Māori and English versions of the Acknowledgements and Apology set out in clauses 3.2 and 3.3.

2. The Crown and Ngāti Tuwharetoa (Bay of Plenty) agree to delete the reference on page 1 of the Deed of Settlement to “Ngāti Tuwharetoa (Te Waiariki)” (as a named party), and replace it with a reference to “Ngāti Tuwharetoa (Bay of Plenty)”.



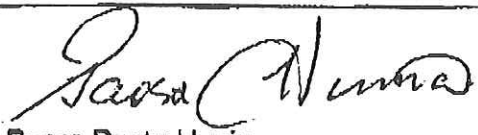
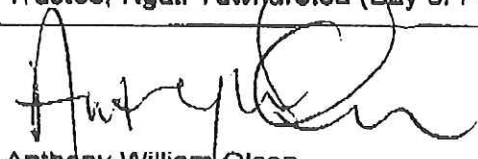

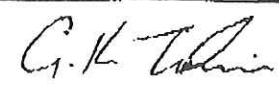
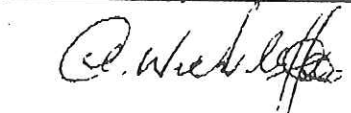
Nāku noa, nā


Andrew Hampton
Director

By countersigning this letter, we, the trustees of the Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust, hereby accept and agree to the terms of the letter:

Signature	Date
 Rae Beverley Adlam Trustee, Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust	16/03/05
Reverend Canon Robert David Schuster Trustee, Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust	
Paora Paatu Hunia Trustee, Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust	
Anthony William Olsen Trustee, Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust	
Anthony Tangihia Savage Trustee, Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust	
Graham Kahu Te Rire Trustee, Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust	
Ani Te Waikaretu Wickliffe Trustee, Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust	

By countersigning this letter, we, the trustees of the Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust, hereby accept and agree to the terms of the letter:

 Rae Beverley Adlam Trustee, Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust	16/03/05
 Reverend Canon Robert David Schuster Trustee, Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust	16/03/05
 Paora Paatu Hunia Trustee, Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust	16/03/05
 Anthony William Olsen Trustee, Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust	16/03/05
 Anthony Tangihia Savage Trustee, Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust	16/03/05
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