

**TE ĀTIAWA O TE WAKA-A-MĀUI**

**and**

**TE ĀTIAWA O TE WAKA-A-MĀUI TRUST**

**and**

**THE CROWN**

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**DEED TO AMEND  
DEED OF SETTLEMENT**

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**DEED TO AMEND TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF  
SETTLEMENT**

**THIS DEED** is made on the *25<sup>th</sup>* day of *October* 2013

**BETWEEN**

**TE ĀTIAWA O TE WAKA-A-MĀUI ("Te Ātiawa")**

**AND**

**TE ĀTIAWA O TE WAKA-A-MĀUI TRUST ("the governance entity")**

**AND**

**THE CROWN**

## 1 BACKGROUND

- A. Te Ātiawa and the Crown are parties to a Deed of Settlement dated 21 December 2012 ("Deed of Settlement").
- B. Te Ātiawa 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.

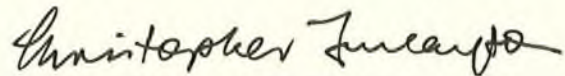
### COUNTERPARTS

- 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.

**SIGNED** as a Deed to Amend on *25 October* 2013

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

)  
)



Honourable Christopher Finlayson



Signature of Witness

Witness Name: *BERNIDETE CONSEDINE*

Occupation: *PRIVATE SECRETARY*

Address: *WELLINGTON*

DEED TO AMEND TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT

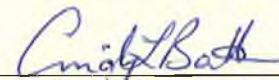
SIGNED by the Trustees of  
TE ĀTIAWA O TE WAKA-A-MĀUI TRUST  
in the presence of:

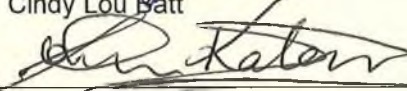
Signature of Witness

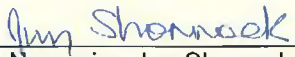
Witness Name: Steven Wilson

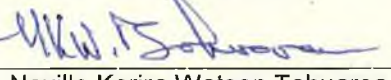
Occupation: Director

Address: 567B Marychurch Rd  
Matangi 3284

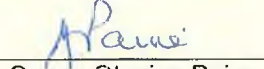
  
Cindy Lou Batt

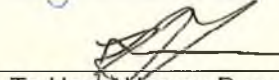
  
John Pire Katene

  
Ngawaina Joy Shorrock

  
Neville Karira Watson Tahuaroa

  
Ronald Keith Riwaka

  
Susan Glenice Paine

  
Te Hawe Harvey Ruru

  
Venessa Patricia Charmon Turama Ede

  
William Tahuaroa Reeves

SIGNED by Jon Tamarere McGregor as a  
Trustee of  
TE ĀTIAWA O TE WAKA-A-MĀUI TRUST  
in the presence of:

Signature of Witness

Witness Name: Paul Rosanowski

Occupation: Manager

Address: Nelson

  
Jon Tamarere McGregor

## Schedule 1

### AMENDMENTS TO THE DEED OF SETTLEMENT

#### Deed of Settlement

Current Part and clause reference	Amendment
Part 5, clause 5.51	Replace "settlement date" with "payment date".
Part 5	<p>Insert new clause 5.54 as follows:</p> <p><b>"STATUTORY RELEASE</b></p> <p>5.54 The settlement legislation will, on the terms provided by section 277A of the settlement bill, provide that –</p> <p style="padding-left: 40px;">5.54.1 despite any enactment or rule of law to the contrary, Te Ātiawa o Te Waka-a-Māui trustees are not liable for any contamination of any land or contamination of natural and physical resources if:</p> <p style="padding-left: 80px;">(a) the contamination is in, or originates from, the closed landfill on the Puketawai cultural redress property as identified in the disclosure information; and</p> <p style="padding-left: 80px;">(b) the liability would not arise were Te Ātiawa o Te Waka-a-Māui trustees not the landowners of the Puketawai cultural redress property;</p> <p style="padding-left: 40px;">5.54.2 subsection 5.54.1 does not apply to the extent the contamination is caused by an intentional, reckless or negligent act or omission of Te Ātiawa o Te Waka-a-Māui trustees."</p>
Part 6, clause 6.1	<p>Replace clause 6.1 with:</p> <p>"6.1 The Crown will pay Te Ātiawa o Te Waka-a-Māui trustees on the payment date \$2,362,677.16, being the financial and commercial redress amount of \$11,760,000, less:</p> <p style="padding-left: 40px;">6.1.1 \$507,643.84 being the on-account payment; and</p> <p style="padding-left: 40px;">6.1.2 \$8,889,679, being the total transfer values of the commercial redress properties."</p>
Part 6, clause 6.2	Replace "amount in clause 6.1.1" with "financial and commercial redress amount in clause 6.1".
Part 7, clause 7.6.2	<p>Insert new clause 7.6.2(a):</p> <p>"(a) clauses 5.51 and 6.1 of this deed;"</p>
Part 7, clause 7.6.2	<p>Following the insertion of new subclause 7.6.2(a), renumber the subclause so that it reads as follows:</p> <p style="padding-left: 40px;">7.6.2 the following provisions of this deed are binding:</p> <p style="padding-left: 80px;">(a) clauses 5.51 and 6.1 of this deed;</p> <p style="padding-left: 80px;">(b) clauses 7.5 to 7.9 of this deed;</p> <p style="padding-left: 80px;">(c) clauses 8.4 to 8.13 of this deed; and</p> <p style="padding-left: 80px;">(d) paragraph 1.3 and parts 3 to 6 of the general matters schedule."</p>
Part 7, clause 7.6.2(b)	<p>Replace clause 7.6.2(b) (new clause 7.6.2(c) due to renumbering) with:</p> <p>"7.6.2(c) clauses 8.1.1 and 8.4 to 8.13 of this deed; and".</p>

**DEED TO AMEND TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT**

<b>Current Part and clause reference</b>	<b>Amendment</b>
Part 7, clause 7.9	<p>After clause 7.9, insert:</p> <p><b>"IF NOT UNCONDITIONAL</b></p> <p>7.10 The parties intend that if this deed does not become unconditional under clause 7.5:</p> <p>7.10.1 any payments made by the Crown to Te Ātiawa o Te Waka-a-Māui trustees under clause 5.51, 6.1, 6.3 and 8.1.1 will be taken into account in relation to any future settlement of the historical claims; and</p> <p>7.10.2 despite clause 7.6.1, the Crown may produce this deed to any Court or tribunal considering the quantum of any redress to be provided by the Crown in relation to any future settlement of the historical claims."</p>
Part 8, clause 8.1	<p>Replace clause 8.1 with:</p> <p>"8.1 The Crown will pay Te Ātiawa o Te Waka-a-Māui trustees:</p> <p>8.1.1 on the payment date interest on \$8,242,356.16 (being the amount of \$8,750,000, referred to in clause 6.2.2 less the amount of \$507,643.84 referred to in clause 6.3); and</p> <p>8.1.2 on the settlement date interest on \$5,879,679, (being the amount of \$8,242,356.16 referred to in clause 8.1.1, less the amount of \$2,362,677.16 referred to in clause 6.1)."</p>
Part 8, clause 8.2	<p>Replace clause 8.2 with:</p> <p>"8.2 The interest payable under:</p> <p>8.2.1 clause 8.1.1 is payable:</p> <p>(a) for the period from 11 February 2009, being the date of the letter of agreement, to (but not including) 11 February 2011; and</p> <p>(b) for the period from the date of the initialling of this deed, being 7 October 2011, to (but not including) payment date; and</p> <p>8.2.2 clause 8.1.2 is payable for the period from payment date to (but not including) settlement date."</p>
Part 8, clause 8.3	<p>Replace clause 8.3 with:</p> <p>"8.3 The interest is:</p> <p>8.3.1 payable at the rate from time to time set as the official cash rate, calculated on a daily basis but not compounding;</p> <p>8.3.2 subject to any tax payable in relation to them; and</p> <p>8.3.3 payable after withholding any tax required by legislation to be withheld."</p>

**General Matters Schedule**

<b>Current Part and paragraph reference</b>	<b>Amendment</b>
Part 2, paragraph 2.9	Replace "settlement date" with "payment date".
Part 3, paragraph	Replace paragraph 3.5.2 with:

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3.5.2	<p>"3.5.2 the Crown is:</p> <p>C/- The Solicitor-General  Crown Law Office  Level 3  Justice Centre  19 Aitken Street  PO Box 2858  Wellington 6011</p> <p>Facsimile No. 04 473 3482".</p>
Part 5, paragraph 5.1	Amend the definition of " <b>cash settlement amount</b> " by replacing "settlement date" with "payment date".
Part 5, paragraph 5.1	<p>After the definition of "<b>deed of settlement</b>", insert a new definition of "deed to amend" as follows:</p> <p>"<b>deed to amend</b> means the deed to amend the deed of settlement signed by Te Ātiawa o Te Waka-a-Māui trustees and the Crown in or around September 2013;"</p>
Part 5, paragraph 5.1	<p>After the definition of "<b>party</b>" insert a new definition of "<b>payment date</b>" as follows:</p> <p>"<b>payment date</b> means a date within ten (10) business days from and after the date the deed to amend was properly executed by Te Ātiawa o Te Waka-a-Māui trustees and the Crown;"</p>
Part 5, paragraph 5.1	Amend the definition of " <b>Rangitāne o Wairau Settlement Trust</b> " by replacing "2 December 2010" with "25 October 2010".

**Attachments**

<b>Current Part reference</b>	<b>Amendment</b>
Table of Contents	In the listing for "2.5 DEFERRED SELECTION PROPERTY: TE TAI TAPU / NORTH ANATORI", delete "TE TAI TAPU / NORTH ANATORI" and replace with: "WHATAPU / QUEEN CHARLOTTE SOUND".
Part 2.5	In the header page for Part 2.5, delete "TE TAI TAPU / NORTH ANATORI" and replace with: "WHATAPU / QUEEN CHARLOTTE SOUND".
Part 2.5	Delete the deed plan for TE TAI TAPU / NORTH ANATORI (OTS-202-125) and insert new deed plan for WHATAPU / QUEEN CHARLOTTE SOUND (OTS-202-126) as attached to this deed to amend.



ATTACHMENT: DEED PLAN FOR WHATAPU / QUEEN CHARLOTTE SOUND (OTS-202-126)

