

**NGATI TOA RANGATIRA**  
**and**  
**TRUSTEE OF THE TOA RANGATIRA TRUST**  
**and**  
**THE CROWN**

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**DEED TO AMEND  
NGATI TOA RANGATIRA  
DEED OF SETTLEMENT**

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**DEED TO AMEND NGATI TOA RANGATIRA DEED OF SETTLEMENT**

THIS DEED is made on the 5<sup>th</sup> day of November 2013

**BETWEEN**

**NGATI TOA RANGATIRA ("Ngati Toa")**

**AND**

**TRUSTEE OF THE TOA RANGATIRA TRUST ("the governance entity")**

**AND**

**THE CROWN**

**1. BACKGROUND**

- A. Ngati Toa and the Crown are parties to a Deed of Settlement dated 7 December 2012 ("**Deed of Settlement**").
- B. Ngati Toa 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 5 November 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: J. N. CHRISTMAS

Occupation: SENIOR ADVISER

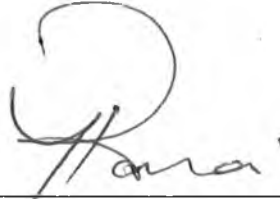
Address: WELLINGTON

**SIGNED** for and on behalf of  
the **TRUSTEE OF THE TOA  
RANGATIRA TRUST**  
by affixing its **COMMON SEAL**  
in the presence of:



\_\_\_\_\_  
**Matiu Rei**, Wellington,  
Executive Director and Chief  
Treaty Claims Negotiator - Te  
Runanga o Toa Rangatira Inc

\_\_\_\_\_  
Signature



\_\_\_\_\_  
**Te Taku Parai**, Porirua,  
Chairman - Te Runanga o Toa  
Rangatira Inc

\_\_\_\_\_  
Signature



## Schedule 1

## AMENDMENTS TO THE DEED OF SETTLEMENT

## Deed of Settlement

Current part and clause reference	Amendment
Part 5, clause 5.108	Replace subclause 5.108.2 with the following: "5.108.2 any use for educational purposes of anything that includes Ka Mate; and"
Part 5, clause 5.108	Replace subclause 5.108.3 with the following: "5.108.3 anything made for the purpose of criticism, review, or reporting current events; and"
Part 5, clause 5.108	Insert a new subclause 5.108.4 as follows: "5.108.4 any communication to the public of anything described in 5.108.1 and 1.508.3 for a purpose that is not commercial."
Part 5, clause 5.109	Delete "for applying the right of attribution" in subclause 5.109.1 so that the subclause reads as follows: "5.109.1 "the right of attribution may be enforced only by obtaining a declaratory judgment or order under the Declaratory Judgments Act 1908 against a person responsible for the thing to which the right applies;"

## General Matters Schedule

Current part and paragraph reference	Amendment
Part 3, paragraph 3.5.2	Replace paragraph 3.5.2 with: "3.5.2 the Crown is:  C/- The Solicitor-General Crown Law Office Level 3 Justice Centre 19 Aitken Street PO Box 2858 Wellington 6011  Facsimile No. 04 473 3482"
Part 5, paragraph 5.1	After the definition of " <b>deed of settlement</b> ", insert a new definition of "deed to amend" as follows:  " <b>deed to amend</b> means the deed to amend the deed of settlement signed by the Trustee of the Toa Rangatira Trust and the Crown in or around October 2013;"

**Property Redress Schedule**

<b>Current part and paragraph reference</b>	<b>Amendment</b>
Part 4, paragraph 4.26.2	Replace paragraph 4.26.2 with:  "4.26.2 in respect of an independently valued asset that is a leaseback property where the land holding agency is the Ministry of Education, the transfer value of the property is the market value as assessed in the report, less 20%; and"
Part 4, paragraph 4.26	Insert new subparagraph 4.26.3 as follows:  "4.26.3 in respect of an independently valued asset that is not a leaseback property and where the land holding agency is the Ministry of Education, the transfer value of the property is the market value as assessed in the report."
Part 4, paragraph 4.27	Replace paragraph 4.27 with:  "4.27 If each party has provided a valuation report, the Crown and the governance entity must endeavour to agree on, and record in writing, the market value of the independently valued asset, and its market rental if the independently valued asset is a leaseback property to a department other than the Ministry of Education. The amount agreed as the market value is the transfer value, and the amount agreed as the market rental is the commencement rent."
Part 4, paragraph 4.29A	Re-number so that this paragraph is 4.27A.
Part 4, paragraph 4.34.2	Replace paragraph 4.34.2 with:  "4.34.2 the market value determined by the arbitrator under paragraph 4.33 less 20%, if the determination is in respect of a property that is a leaseback property where the land holding agency is the Ministry of Education; or"
Part 4, paragraph 4.34	Insert new subparagraph 4.34.3 as follows:  "4.34.3 the market value determined by the arbitrator under paragraph 4.33 if the determination is in respect of a property that is not a leaseback property and where the land holding agency is the Ministry of Education."