

**DEED OF AMENDMENT TO THE  
DEED OF UNDERSTANDING**

**BETWEEN**

**THE SOVEREIGN IN RIGHT OF NEW ZEALAND  
ACTING BY AND THROUGH THE MINISTER OF  
BROADCASTING, COMMUNICATIONS AND  
DIGITAL MEDIA**

**AND**

**NEW ZEALAND POST LIMITED**

## DEED OF AMENDMENT

### BETWEEN

THE SOVEREIGN IN RIGHT OF NEW ZEALAND, acting by and through the Minister for Broadcasting, Communications and Digital Media (**the Minister**)

### AND

NEW ZEALAND POST LIMITED, a duly incorporated company having its registered office at Level 12, New Zealand Post House, 7 Waterloo Quay, Wellington (**New Zealand Post**).

### BACKGROUND

- A** The Minister (previously the Minister for Communications and Information Technology) and New Zealand Post are parties to a Deed of Amendment and Restatement dated 12 December 2013 that restates (in the schedule) the deed of understanding that records the universal service obligations which New Zealand Post provides in respect of Basic Postal Items (**Restated Deed**).
- B** The Government of New Zealand was to have completed a review of the Restated Deed by 1 November 2018. The Minister and New Zealand Post wish to record their agreement to amend that review date as set out in this deed.

### AGREED TERMS

#### 1 DEFINED TERMS AND INTERPRETATION

##### 1.1 In this deed:

- (a) **Deed** means this deed of amendment.
- (b) **Effective Date** means the date this Deed is executed.

##### 1.2 Unless the context otherwise requires, capitalised terms used but not defined in this Deed have the meanings given to them in the Restated Deed.

#### 2 AMENDMENT

##### 2.1 With effect on and from the Effective Date, the parties agree that:

- (a) Clause 2 of the Restated Deed is amended by deleting it in its entirety and replacing it with the following:

*"The Government shall complete a review of the terms of this deed by no later than 1 March 2021."*

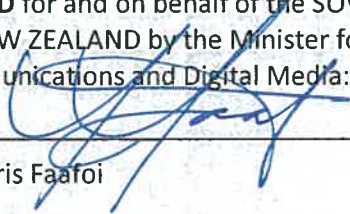
(b) the Restated Deed, as amended, is confirmed and remains in full force and effect;  
and

(c) they will comply with, and are bound by, the Restated Deed as amended.

2.2 This Deed may be executed in any number of counterparts (including scanned and emailed copies). So long as each party has received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement.

EXECUTED and DELIVERED as a deed on 30 October 2018

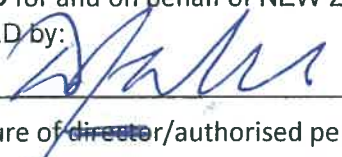
**SIGNATURES** SIGNED for and on behalf of the SOVEREIGN IN RIGHT OF NEW ZEALAND by the Minister for Broadcasting, Communications and Digital Media:

  
\_\_\_\_\_  
Hon Kris Faafoi

**WITNESS**   
\_\_\_\_\_  
Signature of witness

Name of witness: Bruce Donaldson  
Occupation: Private Secretary  
City/town or residence: Paparangi, Wellington

**SIGNATURES** SIGNED for and on behalf of NEW ZEALAND POST LIMITED by:

  
\_\_\_\_\_  
Signature of ~~director~~/authorised person

David Walsh, CEO  
\_\_\_\_\_  
Name of ~~director~~/authorised person

**WITNESS**   
\_\_\_\_\_  
Signature of witness

Name of witness: MALCOLM SHAW  
Occupation: GENERAL MANAGER  
City/town or residence: PORIRUA