

NGĀTI KUIA
and
TE RUNANGA O NGĀTI KUIA TRUST
and
THE CROWN

**DEED TO AMEND NGĀTI KUIA
TE WHAKATAU / DEED OF SETTLEMENT**

**DEED TO AMEND NGĀTI KUIA
TE WHAKATAU / DEED OF SETTLEMENT**

THIS DEED is made on the 25th day of July 2014

BETWEEN

NGĀTI KUIA ("Ngāti Kuia")

AND

TE RUNANGA O NGĀTI KUIA TRUST ("governance entity")

AND

THE CROWN

1. BACKGROUND

- A. Ngāti Kuia and the Crown are parties to:
- (a) a Te Whakatau / Deed of Settlement dated 23 October 2010;
 - (b) a Deed to Amend Te Whakatau / Deed of Settlement dated 17 December 2012; and
 - (c) a Deed to Amend Te Whakatau / Deed of Settlement dated 7 August 2013,
- (together, the "**Deed of Settlement**").
- B. As contemplated by clause 4.3 of the Deed of Settlement, as a result of the settlement date being after 30 June 2011, the cash settlement amount has been recalculated and Ngāti Kuia and the Crown wish to amend the Deed of Settlement following such recalculation.
- C. Ngāti Kuia 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 governance entity and the Crown.

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.

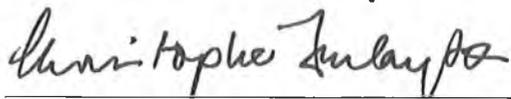
COUNTERPARTS

- 1.4 This Deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that the parties are not signatories to the original or same counterpart.

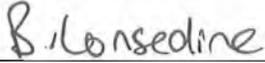
DEED TO AMEND NGĀTI KUIA TE WHAKATAU / DEED OF SETTLEMENT

SIGNED as a Deed on 25 July 2014

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

BERNADETE CONSEDINE

Witness Name

PRIVATE SECRETARY

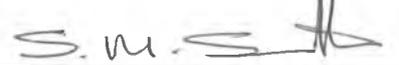
Occupation

WELLINGTON

Address

SIGNED by the trustees of
TE RUNANGA O NGĀTI KUIA TRUST

SIGNED by SHARYN MARIE SMITH
as trustee, in the presence of:

)
) 
)

Sharyn Marie Smith



Signature of Witness

NICOLA HEMI

Witness Name

FINANCIAL MANAGER

Occupation

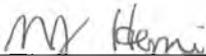
9 WASHINGTON TCE NSW

Address

SIGNED by TE ONE SMITH
as trustee, in the presence of:

)
) 
)

Te One Smith



Signature of Witness

NICOLA HEMI

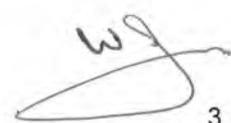
Witness Name

FINANCIAL MANAGER

Occupation

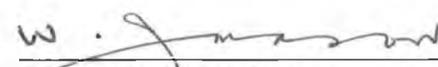
9 WASHINGTON TCE NSW

Address



DEED TO AMEND NGĀTI KUIA TE WHAKATAU / DEED OF SETTLEMENT

SIGNED by **WAIHAERE JOSEPH MASON**
as trustee, in the presence of:

) 
) _____
Waihaere Joseph Mason



Signature of Witness

Nicola Hemi

Witness Name

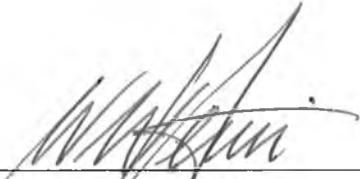
FINANCIAL MANAGER

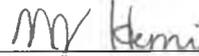
Occupation

9 WASHINGTON TCE NSW

Address

SIGNED by **WILLIAM WAYNE HEMI**
as trustee, in the presence of:

) 
) _____
William Wayne Hemi



Signature of Witness

Nicola Hemi

Witness Name

FINANCIAL MANAGER

Occupation

9 WASHINGTON TCE NSW

Address

SIGNED by **PETER NATHAN MEIHANA**
as trustee, in the presence of:

) _____
) _____
Peter Nathan Meihana

Signature of Witness

Witness Name

Occupation

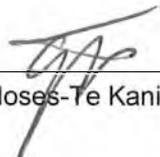
Address

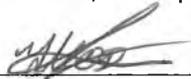


DEED TO AMEND NGĀTI KUIA TE WHAKATAU / DEED OF SETTLEMENT

SIGNED by **GENA MOSES-TE KANI**
as trustee, in the presence of:

)
)


Gena Moses-Te Kani


Signature of Witness

Troy Moses

Witness Name

Engineer

Occupation

20 Lansdowne crescent, Hamilton

Address

Schedule 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current clause reference	Amendment
4.2	<p>Amend to insert "at 23 October 2010" in the second sentence so that clause 4.2 reads as follows:</p> <p>"The Crown acknowledges the constructive approach of Ngāti Kuia in not requesting to have Crown forest land included within the redress package. The Crown also acknowledges that if Crown forest land had been included within the redress package then, as at 23 October 2010:</p> <p>4.2.1 the cash settlement amount would have been \$12,447,054.71 lower than it will be under the terms of this deed; and</p> <p>4.2.2 clauses 6.11 to 6.25 (relating to the airbase land) would not have been included in this deed."</p>
4.3	<p>Amend to insert "At 23 October 2010" at the start of the first sentence so that clause 4.3 reads as follows:</p> <p>"4.3 At 23 October 2010 the parties acknowledged that, should the settlement date be after 30 June 2011, the \$12,447,054.71 figure in clause 4.2.1 (the "original figure") will be recalculated using the same methodology used to calculate the original figure but taking into account the fact that the settlement date is later than 30 June 2011. Where this recalculation results in a figure greater than \$12,447,054.71 (the "revised figure") the cash settlement amount will increase by the difference between the revised figure and the original figure."</p>
6.1	<p>Replace clause 6.1 with:</p> <p>"6.1 The Crown will pay the governance entity on:</p> <p>6.1.1 the payment date \$23,533,721.37, being the financial redress amount of \$24,330,388.04, less:</p> <p>(a) the on-account payment totalling \$676,666.67 referred to in clause 6.2; and</p> <p>(b) \$120,000.00, being the agreed transfer value of the early transfer commercial redress property being transferred on the transfer date; and</p> <p>6.1.2 the settlement date \$1,131,730.30, reflecting the recalculation of the cash settlement amount in accordance with clause 4.3."</p>

General Matters Schedule

Current reference	Amendment
Part 2, paragraph 2.9.1	Replace paragraph 2.9.1 with the following: "2.9.1 payment date, in relation to the amount referred to in clause 6.1.1 of the deed; or".
Part 5, paragraph 5.1	Replace the definition of " cash settlement amount " with a new definition as follows: " cash settlement amount means the amount payable to the governance entity under clause 6.1 of the deed; and".

NB: Peter Meihana
did not sign as
Overseas

Hyett, Fern

From: Nicki Hemi <nicki@ngatikua.iwi.nz>
Sent: Friday, 18 July 2014 12:01 p.m.
To: Hyett, Fern
Subject: FW: Ngati Kuia - redress in lieu of Crown Forest Licensed land payment
Attachments: Ngati Kuia - deed to amend - July 2014.doc

Importance: High

Kia ora Fern

The below is the email sent to Trustees with full approval received including Peter from Spain.

Nāku noa nei, nā

(
Nicki Hemi
Kaiwhakahaere Pūtea
Te Rūnanga o Ngāti Kuia
PO Box 968 Nelson 7040
03 548 8625 | 0800 NGATIKUIA | 027 548 8625



Ngāti Kuia
Te Iwi Pakohe

From: Nicki Hemi [<mailto:nicki@ngatikua.iwi.nz>]
Sent: 16 July 2014 9:45 a.m.
To: Gena Moses-Te Kani; Gena Moses-Te Kani; Joe Mason (waihaere@ngatikua.iwi.nz); Peter Meihana (eihana@ngatikua.iwi.nz); Sharyn Smith; Teone Smith; Teone Smith (teone1nz@googlemail.com); Wayne Hemi
Cc: tari@ngatikua.iwi.nz; Dave Johnston
Subject: Ngati Kuia - redress in lieu of Crown Forest Licensed land payment
Importance: High

16 July 2014

In regards to the draft deed to amend July 2014, I move the following motion:

“That Te Runanga o Ngati Kuia Trust accept the draft deed to amend July 2014 (as attached) to recalculate the cash settlement on our actual settlement date of 1 August 2014”

Moved Waihaere Mason – seconded Sharyn Smith

Nāku noa nei, nā

Nicki Hemi
Kaiwhakahaere Pūtea