

THE TRUSTEES OF TE KŌPERE O TE IWĪ O HINEURU TRUST

and

THE CROWN

**DEED TO AMEND
HINEURU DEED OF SETTLEMENT**

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DEED TO AMEND HINEURU DEED OF SETTLEMENT

THIS DEED is made on the 11th day of June 2015

BETWEEN THE TRUSTEES OF THE TE KŌPERE O TE IWI O HINEURU TRUST

AND THE CROWN

BACKGROUND

- A. Hineuru, the Trustees of Te Kōpere o te iwi o Hineuru Trust (the "**Trustees**") and the Minister for Treaty of Waitangi Negotiations on behalf of the Crown entered into a Deed of Settlement dated 2 April 2015 (the "**Deed of Settlement**").
- B. The Deed of Settlement requires execution by the Minister of Finance on behalf of the Crown in respect of the tax indemnity provided for in paragraph 3 of the General Matters Schedule to the Deed of Settlement (the "**Tax Indemnity**").
- C. The Tax Indemnity requires amendment prior to execution of the Deed of Settlement by the Minister of Finance on behalf of the Crown.
- D. The Trustees and the Minister for Treaty of Waitangi Negotiations on behalf of the Crown wish to enter this deed to formally record such amendments to the Tax Indemnity, in accordance with paragraph 5.1 of the General Matters Schedule to the Deed of Settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

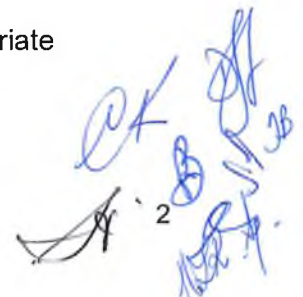
- 1.1 This deed takes effect on the date of execution by the Trustees and the Minister for Treaty of Waitangi Negotiations on behalf of the Crown (the "**Effective Date**").

AMENDMENTS TO THE DEED OF SETTLEMENT

- 1.2 From the Effective Date, 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.

EXECUTION

SIGNED as a deed on the 11th day of June 2015

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

)
)
) Christopher Finlayson
Honourable Christopher Finlayson

Jamie Manley
Signature of Witness
Witness Name
Ministerial Secretary
Occupation
Private Bag 18041, Parliament Buildings
Address Wellington

SIGNED by the Trustees of TE KŌPERE O TE IWI O HINEURU TRUST in the presence of:

)
)
) Tirohia Bridger
Tirohia Bridger

David bin Rodney Jones
Signature of Witness
Witness Name

Karauna Brown
Karauna Brown

Solicitor
Occupation
89 The Terrace, Wellington
Address

Renata Bush
Renata Bush

Tuhia Kahukiwa
Tuhia Kahukiwa

Ivy Kahukiwa-Smith
Ivy Kahukiwa-Smith

Te Reo Spooner
Te Reo Spooner

Toi Tawhai
Toi Tawhai

SCHEDULE 1
AMENDMENTS TO THE DEED OF SETTLEMENT

General Matters Schedule

Current part and reference	Amendment
Part 3, paragraph 3.3	<p>Delete paragraph 3.3 and replace with:</p> <p>LIMITS</p> <p>3.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):</p> <p style="padding-left: 40px;">3.3.1 interest paid under part 2:</p> <p style="padding-left: 40px;">3.3.2 any of the following provided under the settlement documentation:</p> <p style="padding-left: 80px;">(a) amounts paid or distributed by the Crown Forestry Rental Trust in relation to the licensed land, including rental proceeds and interest on rental proceeds:</p> <p style="padding-left: 40px;">3.3.3 the transfer of the deferred selection property or RFR land under the settlement documentation:</p> <p style="padding-left: 40px;">3.3.4 the trustees' –</p> <p style="padding-left: 80px;">(a) use of Crown redress or an indemnity payment; or</p> <p style="padding-left: 80px;">(b) payment of costs, or any other amounts, in relation to Crown redress.</p>
Part 3, paragraph 3.4	<p>Delete paragraph 3.4 and replace with:</p> <p style="text-align: center;">ACKNOWLEDGEMENTS</p> <p>3.4. To avoid doubt, the parties acknowledge –</p> <p style="padding-left: 40px;">3.4.1 the Crown redress is provided -</p> <p style="padding-left: 80px;">(a) to settle the historical claims; and</p> <p style="padding-left: 80px;">(b) with no other consideration being provided; and</p> <p style="padding-left: 40px;">3.4.2 in particular, the following are not consideration for the</p>

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DEED TO AMEND HINEURU DEED OF SETTLEMENT

Current part and reference	Amendment
	<p>Crown redress:</p> <p>(a) an agreement under this deed to –</p> <p style="padding-left: 40px;">(i) enter into an encumbrance, or other obligation, in relation to Crown redress; or</p> <p style="padding-left: 40px;">(ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress:</p> <p>(b) the performance of that agreement; and</p> <p>3.4.3 nothing in this part is intended to imply that -</p> <p>(a) the provision of Crown redress, or an indemnity payment, is –</p> <p style="padding-left: 40px;">(i) a taxable supply for GST purposes; or</p> <p style="padding-left: 40px;">(ii) assessable income for income tax purposes; or</p> <p>(b) if the trustees are a charitable trust, or other charitable entity, they receive -</p> <p style="padding-left: 40px;">(i) redress, assets, or rights other than for charitable purposes; or</p> <p style="padding-left: 40px;">(ii) income other than as exempt income for income tax purposes; and</p> <p>3.4.4 the transfer of the deferred selection property or RFR land under the settlement documentation is a taxable supply for GST purposes; and</p> <p>3.4.5 the trustees are the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.</p>

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