Deed of Accession to Deed of Settlement

Ngāti Rangitihi

HER MAJESTY THE QUEEN in right of New Zealand
Deed of Accession to Deed of Settlement

TABLE OF CONTENTS

PARTIES ............................................................................................................ 1
BACKGROUND.................................................................................................. 1
OPERATIVE PART .............................................................................................. 2
1 INTERPRETATION ...................................................................................... 2
2 ACCESSION .................................................................................................. 2
3 AMENDMENTS TO DEED OF SETTLEMENT AND TRUST DEED AND
SHAREHOLDERS' AGREEMENT AND ACKNOWLEDGEMENT ......................... 3
EXECUTION ..................................................................................................... 4
PARTIES

Ngāti Rangitīhi

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Māori Affairs and by and through the Associate Ministers of Treaty of Waitangi Negotiations (the Crown)

BACKGROUND


B. Ngāti Rangitīhi was part of the Collective for the purposes of negotiating the Deed of Settlement. While Ngāti Rangitīhi did not agree to the Settlement prior to the date of the Deed of Settlement, the Collective and the Crown wished to keep open the possibility of Ngāti Rangitīhi agreeing to the Settlement within six months of the date of the Deed of Settlement.

C. The Collective has continued to regard Ngāti Rangitīhi as a Member of the Collective and has been fully supportive of Ngāti Rangitīhi completing its authorisation process and becoming a Member of the Collective. This is acknowledged and recorded in clause 14.1 of the Deed of Settlement.

D. Ngāti Rangitīhi has now completed its authorisation process as required under clauses 14.2.2 and 3.2 of the Deed of Settlement.

E. The Crown is satisfied that Ngāti Rangitīhi now has authority to enter into the Settlement.

F. Ngāti Rangitīhi and the Crown wish to execute this deed to formally record that Ngāti Rangitīhi is now a Member of the Collective, with effect from the date of this deed and as if it were an original party to the Deed of Settlement.
OPERATIVE PART

1 INTERPRETATION

1.1 In this deed unless the context otherwise requires:

Accession Date means the date of this deed; and

Deed of Settlement means the deed of settlement of the historical claims of CNI (Central North Island) Forests Iwi Collective to the Central North Island Forests Land dated 25 June 2008 between the CNI (Central North Island) Forests Iwi Collective (Ngāi Tūhoe, Ngāti Manawa, Ngāti Tūwharetoa, Ngāti Whakaue, Ngāti Whare, Raukawa and the Affiliate Te Arawa Iwi/Hapū) and Her Majesty the Queen in right of New Zealand, and includes the Schedules to that deed.

1.2 Capitalised terms that are not defined in this deed have the meaning ascribed to them in the Deed of Settlement.

2 ACCESSION

From the date of this deed, being the Accession Date:

(a) Ngāti Rangitihia is, and will be treated by the Crown and the Collective as being, a Member of the Collective and as if Ngāti Rangitihia were an original Party to the Deed of Settlement;

(b) Ngāti Rangitihia agrees to perform and be bound by the Deed of Settlement in respect of the Settlement as if it had been an original party to that document;

(c) Clauses 14.3 to 14.8 of the Deed of Settlement apply; and

(d) the Deed of Settlement is to be read subject to this deed but in all other respects the Deed of Settlement is confirmed.
3.1 With effect from the Accession Date, the Deed of Settlement is amended in accordance with clause 14.4 of the Deed of Settlement.

3.2 With effect from the Accession Date, the Trust Deed and Shareholders’ Agreement is amended in accordance with clauses 14.5.2 and 14.6 of the Deed of Settlement.

3.3 Subject to clauses 2, 3.1 and 3.2 above, the provisions of the Deed of Settlement and Trust Deed and Shareholders’ Agreement remain in full force and effect.

3.4 It is also acknowledged that clauses 14.7 and 14.8 of the Deed of Settlement now apply.
EXECUTION

**SIGNED** for and on behalf of Ngāti Rangitāhi by its Authorised Signatories in the presence of:

WITNESS

Name: [Signature]
Occupation: [Occupation]
Address: [Address]

**SIGNED** for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations in the presence of:

WITNESS

Name: [Signature]
Occupation: [Occupation]
Address: [Address]

**SIGNED** for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister of Māori Affairs in the presence of:

WITNESS

Name: [Signature]
Occupation: [Occupation]
Address: [Address]

Authorised Signatories:

[Signature]
Honourable Dr Michael Cullen

[Signature]
Honourable Parekura Horomia
SIGNED for and on behalf of HER MAJESTY THE QUEEN in right of New Zealand by the Associate Minister of Treaty of Waitangi Negotiations in the presence of:

WITNESS

Name: Daniel Flavell
Occupation: Senior Private Secretary
Address: Parliament Buildings Wellington

SIGNED for and on behalf of HER MAJESTY THE QUEEN in right of New Zealand by the Associate Minister of Treaty of Waitangi Negotiations in the presence of:

WITNESS

Name: Moana Mackey
Occupation: MP
Address: 27 Lyndhurst St, Gisborne

Honourable Shane Jones

Honourable Mita Ririnui
Fehi Mary Maria Karora
George Karora Temoke Manukau
Hone Manukau Nga Kenga
Rangi Karora
Hakerehi Karora Keenan Sheppee
Kareen Kaumoana Karora Sheppee
Rangi Karora
Peter Patrick Teihorangi Manukau Kipa
Jean John Kipa ake Mung

Weme
Wepa hori Manukau
Crystal Eheles Leslie

June Minapapa
Rawini Minapapa