

# Deed of Variation of Trust

**SHARYN SMITH**

**TE ONE SMITH**

**WAIHAERE MASON**

**GENA MOSES-TE KANI**

**WAYNE HEMI and**

**PETER MEIHANA**

**(the Trustees)**

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Fletcher Vautier Moore  
Lawyers  
Nelson

Several handwritten signatures in blue ink are present in the bottom right corner of the page, overlapping the text of the law firm. The signatures are stylized and appear to be in blue ink.

Deed made the 27<sup>th</sup> day of

September

2013

**Between**

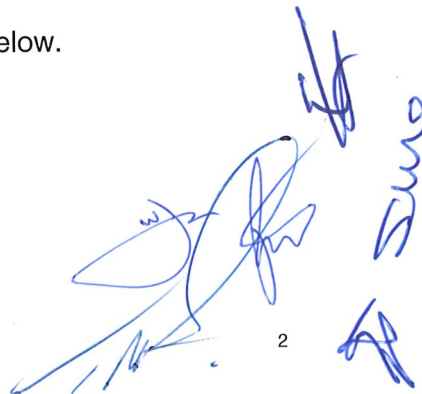
- (1) **SHARYN SMITH, TE ONE SMITH, WAIHAERE MASON, GENA MOSES-TE KANI, WAYNE HEMI and PETER MEIHANA (the Trustees).**

**Introduction**

- A. By Deed dated the 2 November 2009, (the **Trust Deed**) a trust was created known as the **TE RUNANGA O NGĀTI KUIA (the Trust)**.
- B. The Trustees are the present Trustees of the Trust.
- C. The Trust was established and was approved as the entity to receive settlement of Ngāti Kuia's claim against the Crown for historical breaches of the Treaty of Waitangi.
- D. Ngāti Kuia and the Trust entered into a Deed of Settlement with the Crown (Te Whakatau) dated 23 October 2010 (the Settlement Deed).
- E. It was expected that legislation giving effect to the Settlement Deed would be passed within 12 months of 23 October 2010.
- F. Consequently, the Trust Deed was prepared in terms of this timeframe including the term of trustee positions.
- G. However, the timeframe for passing of legislation giving effect to the Settlement Deed is now not expected to occur until some time during 2014.
- H. Therefore, variations to the Trust Deed are required to reflect the delays in passing the legislation giving effect to the Crown's settlement and also rectify some errors in the original Trust Deed.
- I. For example, a Special Resolution of Trustees (clause 20.1) was not defined in the Trust Deed. It was the Trustees' intention that the Trust Deed would not be varied unless the variation passed by a Special Resolution which is defined in the Trust Deed as a resolution passed by 75% of the Adult Members or registered adult members who voted in favour of the resolution in accordance with Schedule 4.
- J. Clause 20.1 of the Trust Deed empowers the Trustees to vary the terms of the Trust Deed.
- K. The Trustees desire to exercise their powers to vary the Trust Deed as set out below.

**It is agreed**

1. The Trustees declare that the Trust Deed is varied as set out below.



2. Schedule 3, clause 1.3 is deleted and replaced with:

*"1.3 Timing*

- (a) *Subject to Paragraph 1.4, the first election shall be held on or before 10 August 2014 and thereafter elections shall be held annually.*
- (b) *The Initial Trustees shall draw lots to determine in what order they will face election.*
- (c) *One Initial Trustee shall stand down at the first election and an election shall be held to elect two Trustees whose office shall thereafter face an election every three years.*
- (d) *A further two Initial Trustees shall stand down two years after the first election and an election shall be held to elect two Trustees whose office shall thereafter face an election every three years.*
- (e) *The remaining three Initial Trustees shall stand down three years after the first election and an election held to elect Trustees whose office shall thereafter face an election every three years."*

3. Clause 20.1 currently states:

*"20.1 The Trustees have power to amend this Deed by deed made:*

- (a) *After a Special Resolution of the Trustees; and..."*

Existing clause 20.1 is deleted and replaced with the following:

*"20.1 The Trustees have power to amend this Deed by deed made:*

- (a) *After a Special Resolution; and..."*

4. Schedule 3, clause 1.2 currently states:

*"1.2 All Trustees, including the Initial Trustees, shall hold office for up to but no more than three years provided that any Trustee shall be eligible for re-election at the end of their tenure as Trustee."*

Existing clause 1.2 of Schedule 3 is deleted and replaced with:

*1.2 Term of office of Trustees*

*All Trustees, including the Initial Trustees, shall hold office for up to but no more than three years, provided that any trustee shall be eligible for re-election at the end of their three year term."*

5. A new subparagraph (k) is added to the definition of "Major Transaction" as follows:

*"(k) Nothing in this definition prohibits the Trust from loaning funds comprising more than 33% of the value of the Trust Fund to any Runanga Entity."*

6. In all other respects the terms of the Trust Deed remain unaltered.

**Signed** as a Deed

**Signed by**  
**SHARYN SMITH**

as Trustee in the presence of:

SHARYN SMITH

Witness Signature

David Rehan Johnston

Witness Name

Consultant

Witness Occupation

63 Welton Street, The Wood, Nelson

Witness Address

**Signed by**  
**TE ONE SMITH**

as Trustee in the presence of:

TE ONE SMITH

Witness Signature

Lea-Jane Hemi

Witness Name

Office Manager


Witness Occupation

36 Atawhai Drive, Nelson

Witness Address

Signed by  
**WAIHAERE MASON**  
as Trustee in the presence of:

  
\_\_\_\_\_  
WAIHAERE MASON

  
\_\_\_\_\_  
Witness Signature


David Raha Johnston  
\_\_\_\_\_  
Witness Name

Consultant  
\_\_\_\_\_  
Witness Occupation

63 Welken street, The Wood, Nelson  
\_\_\_\_\_  
Witness Address

Signed by  
**GENA MOSES-TE KANI**  
as Trustee in the presence of:

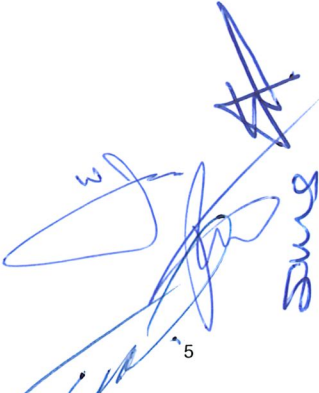
  
\_\_\_\_\_  
GENA MOSES-TE KANI

  
\_\_\_\_\_  
Witness Signature

David Raha Johnston  
\_\_\_\_\_  
Witness Name

Consultant  
\_\_\_\_\_  
Witness Occupation

63 Welken street, The Wood, Nelson  
\_\_\_\_\_  
Witness Address

  
GENA MOSES-TE KANI



Signed by  
**WAYNE HEMI**

as Trustee in the presence of:

  
\_\_\_\_\_  
WAYNE HEMI

  
\_\_\_\_\_  
Witness Signature


David Rohan Johnston  
\_\_\_\_\_  
Witness Name

Consultant  
\_\_\_\_\_  
Witness Occupation

63 Welca street, The Wood, Nelson.  
\_\_\_\_\_  
Witness Address

Signed by  
**PETER MEIHANA**

as Trustee in the presence of:

  
\_\_\_\_\_  
PETER MEIHANA

  
\_\_\_\_\_  
Witness Signature

David Rohan Johnston  
\_\_\_\_\_  
Witness Name

Consultant  
\_\_\_\_\_  
Witness Occupation

63 Welca street, The wood, Nelson  
\_\_\_\_\_  
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