

**From:** [Eliot Linforth-Hall](#)  
**To:** [Mark Patterson](#)  
**Subject:** RE: Northland Wharf projects [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Tuesday, 6 March 2018 12:32:43 p.m.

---

Received, thanks.

**Eliot Linforth-Hall**  
Project Manager  
Tourism, Sector, Regions and Cities  
Ministry of Business, Innovation and Employment  
Mobile <sup>s 9(2)(a)</sup> [Eliot.Linforth-Hall@mbie.govt.nz](mailto:Eliot.Linforth-Hall@mbie.govt.nz)  
15 Stout Street, Wellington 6011 | PO Box 1473 Wellington 6140



**MINISTRY OF BUSINESS,  
INNOVATION & EMPLOYMENT**  
HIKINA WHAKATUTUKI



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**From:** Mark Patterson  
**Sent:** Tuesday, 6 March 2018 12:29 p.m.  
**To:** Eliot Linforth-Hall  
**Subject:** Northland Wharf projects [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Elliot,

The wharf projects for Northland can be found in the below folder (you just need to go back one step to get the others).

The link below is to the Russell Wharf Business case which I have provided some feedback to, and Andy Nock has tried to revise.

<http://mako.wd.govt.nz/OTCS/llisapi.dll/properties/76867036>

I will let Andy know that you are there for support and will make an introduction once I have chatted to him.

Cheers for your help, really appreciate it.

Mark

**Mark Patterson**  
SENIOR ADVISOR  
Regions and Cities  
Tourism, Sectors, Regions and Cities  
Labour, Science & Enterprise Group  
**Ministry of Business, Innovation & Employment | Te Manatu Pakihi, Auahatanga me Nga Kaupapa a-Mahi**

**Email - Imera:** [mark.patterson2@mbie.govt.nz](mailto:mark.patterson2@mbie.govt.nz) | **DDI – Waea Totika:** +64 4 916 6064 | <sup>s 9(2)(a)</sup>  
**Website – Pae-ipurangi:** [www.mbie.govt.nz](http://www.mbie.govt.nz) | **Postal – Poutapeta:** 15 Stout Street, PO Box 1473, Wellington

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<!--[if !supportLists]-->• <!--[endif]-->upgrades to **Out of Scope** and Russell wharves  
(\$4.084 million of PGF funding awarded), and

**Out of Scope**

**Out of Scope**

Sorry to be a pain but for the sake of accuracy please would you confirm that these are the numbers you are using at your end? Correct airport number highlighted above.

Thanks and best regards - Peter

Peter Heath  
[<image001.jpg>](#)

**From:** Mark Patterson [<mailto:Mark.Patterson2@mbie.govt.nz>]  
**Sent:** Wednesday, 21 February 2018 10:42 a.m.  
**To:** Stephanie Weller <[stephanie.weller@mbie.govt.nz](mailto:stephanie.weller@mbie.govt.nz)>  
**Cc:** Peter Heath <[s 9\(2\)\(a\)](mailto:s 9(2)(a)@mbie.govt.nz)>; Stephanie Weller <[stephanie.weller@mbie.govt.nz](mailto:stephanie.weller@mbie.govt.nz)>; Andy Nock <[s 9\(2\)\(a\)](mailto:s 9(2)(a)@mbie.govt.nz)>  
**Subject:** Far North Holdings news release for review and input please [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Steph,

Can you please cast your eye over the attached PR and approve please?

Julia and I have reviewed and made provided the necessary comments.

Thanks

Mark

**PLEASE NOTE I AM TRAVELLING THIS AFTERNOON AND WILL HAVE LIMITED EMAIL CONTACT**

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**From:** Peter Heath [[mailto:s 9\(2\)\(a\)](mailto:s 9(2)(a)@mbie.govt.nz)]  
**Sent:** Wednesday, 21 February 2018 10:27 a.m.  
**To:** Julia Paterson-Fourie  
**Cc:** Andrew Nock; Mark Patterson  
**Subject:** RE: Far North Holdings news release for review and input please [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi, Julia

Terrific stuff. Thank you.

Revised draft attached FYI. The projects remain highlighted to indicate that we should check against delivery – keen not to count chickens, etc!

I have rejigged the wording (marked up for easy reference) to take into account the non-PGF funding source on the one project. Let me know if you feel comfortable with this, will you?

What time is the announcement due, please? And will you let me have a copy of it at the same time as distribution to media so that I can check our facts against delivery before distributing our own release, hopefully within a few minutes of yours going out?

Thanks and best regards - Peter

Peter Heath  
[<image001.jpg>](#)

**From:** Julia Paterson-Fourie [<mailto:Julia.Paterson-Fourie2@mbie.govt.nz>]  
**Sent:** Wednesday, 21 February 2018 9:47 a.m.  
**To:** Peter Heath [s 9\(2\)\(a\)](#); Mark Patterson  
<[Mark.Patterson2@mbie.govt.nz](mailto:Mark.Patterson2@mbie.govt.nz)>  
**Cc:** Andrew Nock [s 9\(2\)\(a\)](#)  
**Subject:** RE: Far North Holdings news release for review and input please [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Peter – thanks so much for sending this through and supporting the PGF launch with such a positive release!

Attached are our suggestions. Any questions, please let us know.

Cheers  
Julia

**Julia Paterson-Fourie**

PRINCIPAL ENGAGEMENT AND COMMUNICATIONS ADVISOR (LSE)  
Engagement, Communications and Ministerial Services branch  
Corporate, Governance and Information Group  
Ministry of Business, Innovation & Employment

[julia.paterson-fourie2@mbie.govt.nz](mailto:julia.paterson-fourie2@mbie.govt.nz) | Telephone: +64 (0)4 896 5482 | Mobile: +64 (0)21 835 108  
Level 4 15 Stout Street, PO Box 1473, Wellington 6140, New Zealand

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**From:** Peter Heath [[mailto:s 9\(2\)\(a\)](mailto:s 9(2)(a))]  
**Sent:** Tuesday, 20 February 2018 6:31 p.m.  
**To:** Mark Patterson; Julia Paterson-Fourie  
**Cc:** Andrew Nock  
**Subject:** PGF: Far North Holdings news release for review and input please

Mark, Julia – good evening

Andy Nock at Far North Holdings has asked me to work with you on pre-approval of the attached news release in advance of the PGF announcement on Friday.

Highlighted sections include text that will have to be modified as soon as the details of the awards are known. Of course, we'd be delighted to work with you in firming this text up in advance (!)

Please would you let me know if there are any changes or additions you would like made?

Thanks and best regards

Peter

§ 9(2)(a)

[<image001.jpg>](#)

§ 9(2)(a)

[www.duenorthpr.co.nz](http://www.duenorthpr.co.nz) / [www.prblog.co.nz](http://www.prblog.co.nz)

[<image002.png>](#) [<image003.png>](#)

-----Original Message-----

From: Andy Nock [mailto:§ 9(2)(a)]

Sent: Tuesday, 20 February 2018 5:31 p.m.

To: Peter Heath [§ 9(2)(a)]

Subject: FW: Comms introduction

Hi Peter,

Please review the attached and then send to Mark and Julia.

Thanks,

Andy

Andy Nock

Chief Executive  
Far North Holdings Limited  
PO Box 7  
Opua 0241

s 9(2)(a)

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-----Original Message-----

From: Mark Patterson [mailto:Mark.Patterson2@mbie.govt.nz]

Sent: Tuesday, 20 February 2018 1:56 p.m.

To: Andy Nock <s 9(2)(a)>; Julia Paterson-Fourie <Julia.Paterson-Fourie2@mbie.govt.nz>

Subject: Comms introduction

Hi Andy,

Will do the intro now. Julia can liaise with Peter on messaging before this Friday.

As noted in the phone, I ask you keep this to yourself.

Chat soon,

Mark

Mark Patterson  
Senior Advisor  
Regions and Cities

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**From:** [Stephanie Weller](#)  
**To:** [Mark Patterson](#)  
**Subject:** RE: Various [IN-CONFIDENCE]  
**Date:** Thursday, 17 May 2018 2:35:01 p.m.

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Nice Mark !!!!

---

**From:** Mark Patterson  
**Sent:** Thursday, 17 May 2018 2:31 p.m.  
**To:** David van der Zouwe  
**Cc:** John Doorbar; Stephanie Weller  
**Subject:** FW: Various [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi David,

Andy has responded below.

Please note the most important feedback is around the loan / grant question.

Happy to discuss.

Cheers

Mark

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**From:** Andy Nock [<mailto:an@fndc.govt.nz>]  
**Sent:** Thursday, 17 May 2018 2:24 p.m.  
**To:** Mark Patterson  
**Cc:** Irwin Wilson; Chris Galbraith  
**Subject:** RE: Various [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Mark,

Comments in red but it seems we are going over "old ground"

Cheers,

Andy

The questions are:

- I understand that the actual costs for the projects will not be known until the Tender is complete and the contract price is known. If that is the case, does Far North Holdings have any contingency should the contract price come back higher than budgeted?  
The company carry out all the maritime maintenance and capital work on behalf of FNDC. FNHL understand marine contracts and are reasonably confident in the forecast estimate supplied by RS Eng. If the contract sum is too high we would value engineer this down, if possible, or would have to look at directing internal funding to the project. Either way, as at the airport, MBIE are only providing the funding amount offered, no more, and FNHL have to provide evidence of funds for the balance. So not sure why the

question has been asked?

- I asked about Governance and got some good information, thanks for that. Could I also get some information on project governance and details of what is going to be put in place to ensure effective oversight of each project;

This was again addressed in the business case. FNHL have just completed a \$12m marina, including 360m of seawall and 12,000 sqm of reclamation. We oversee all FNDC maritime assets across the district and there are approximately 70 of these. FNHL, as a company, employ project managers and engineers. In this case, we are using RS Eng in Whangarei whom have collated the tender documents and will oversee the construction work on behalf of the Company and MBIE, alongside FNHL staff.

- The IAP were interested to know if there was a sinking fund equivalent to depreciation maintained during the life of the assets? If so, what was the amount and what has the money been used for?

No sinking fund exists as the grant sought is for new capital items; Paihia; new walkways, a new boardwalk, new pontoons and gangways. The pontoons that are being upgraded are not for maintenance reasons but to provide new fit for purpose designs for today's charter boats.

Out of Scope

Russell; is 4 new pontoons, gangways and a deck extension. Existing structure is simply a fixed timber structure.

There is nominal work classified as maintenance requiring depreciation and a sinking fund.

- Could you please confirm what the expected revenue will be from these three wharves when they are up and upgraded and how this has been calculated?

§ 9(2)(b)(ii)

The existing wharves have not met the changing needs of; the charter fleet, the cruise ship industry and the tenders they use, etc By providing the new facilities we can accommodate these boats and it allows existing users to expand their fleet and the tourism offering in the Bay of Islands, and new operators can take space where non currently exists.

- Could you please confirm whether FNHL has an estimate of the maintenance costs for the three wharves?

As the majority of the work is new capital work, FNHL will undertake a full review of each wharf on completion and put in place a maintenance plan relative to the final specification, as it is a design and build contract we are tendering on.

- Could you please confirm whether FNHL has a plan to use the revenue received to replace/upgrade the wharves at the end of their useful life? And

FNHL accounts have been provided. FNHL pays for maintenance and capital from its operating profit. The Fees now been generated from the wharves will provide for this based on the current level of net income.

- Whether any thought has been given to Climate Change resilience and the ability to deal with, for example, rising sea levels.  
Yes piles are designed 1m higher than needed for king tide levels to allow for raising sea levels.

If you could get Andy to answer these questions it would be appreciated.

Finally, could you also let Andy know:

- The IAP have expressed a preference that funding should be supplied by way of loan and we will be discussing this with FNHL at the contracting stage; and  
**FNHL could not take a loan from Government as it would put FNHL in a position where it would fall below its debt/equity ratios. If a grant is not available, please advise the Company by return so it can cease all work currently being expensed on the projects and notify all stakeholders.**
- We will also discuss with him what involvement the Crown would like in the supplier appointment and governance arrangements during the contract discussions.  
Noted.

Andy Nock

Chief Executive  
Far North Holdings Limited  
PO Box 7  
Opua 0241  
s 9(2)(a)

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**From:** Mark Patterson <[Mark.Patterson2@mbie.govt.nz](mailto:Mark.Patterson2@mbie.govt.nz)>

**Sent:** Thursday, 17 May 2018 1:00 p.m.

**To:** Andy Nock s 9(2)(a)

**Subject:** RE: Various [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Andy.

Thanks for following up on the 3 wharves work...

Further questions from the investment team below, some of these questions come off the back of the Independent Advisory Panel meeting about the 3 wharves project.

The questions are:

- I understand that the actual costs for the projects will not be known until the Tender is complete and the contract price is known. If that is the case, does Far North Holdings have any contingency should the contract price come back higher than budgeted?
- I asked about Governance and got some good information, thanks for that. Could I also get some information on project governance and details of what is going to be put in place to ensure effective oversight of each project;
- The IAP were interested to know if there was a sinking fund equivalent to depreciation maintained during the life of the assets? If so, what was the amount and what has the money been used for?
- Could you please confirm what the expected revenue will be from these three wharves when they are up and upgraded and how this has been calculated?
- Could you please confirm whether FNHL has an estimate of the maintenance costs for the three wharves?
- Could you please confirm whether FNHL has a plan to use the revenue received to replace/upgrade the wharves at the end of their useful life? and
- Whether any thought has been given to Climate Change resilience and the ability to deal with, for example, rising sea levels.

If you could get Andy to answer these questions it would be appreciated.

Finally, could you also let Andy know:

- The IAP have expressed a preference that funding should be supplied by way of loan and we will be discussing this with FNHL at the contracting stage; and
- We will also discuss with him what involvement the Crown would like in the supplier appointment and governance arrangements during the contract discussions.

As you have seen, I have made them aware of your timeframes for when you are away.

Chat soon,

Mark

---

**From:** Andy Nock [mailto:[s.9\(2\)\(a\)](mailto:s.9(2)(a)@fnhl.com.au)]  
**Sent:** Sunday, 6 May 2018 10:20 a.m.  
**To:** Mark Patterson  
**Subject:** RE: Various [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Mark,

Comments below in red;

The information we require from Far North Holdings Limited and Far North District Council to complete application is:

- Information on potential Conflicts of Interest.

NONE

- Get a clear understanding on how the proposals fit into the Far North District Council Regional Economic development plan.

The Wharf structures carry between them over 2 million people. They are the busiest and most important pieces of infrastructure in Northland and underpin the whole of the Northland Tourism economy. No other asset/project will have anywhere near the impact the wharfs have on GDP or Employment. Without them the economy would be significantly impacted. The projects are an integral part of the Regional Economic Development Plan.

- Get a clear understanding whether there are any other international obligations, in addition to the Port Security accreditation, that the entities need to comply with.

NONE

- Understand who is underwriting the project, the procurement process to be followed and get an estimate of the maintenance costs and how they will be funded.

FAR NORTH HOLDINGS LTD are underwriting any shortfall – In this respect you have been provided with a copy of our accounts. The capital contribution for these projects is within our SOI and funding is provided for in the financial year 30<sup>th</sup> June 2018 – 30<sup>th</sup> June 2019.

- Details of a clear Project/contractor management plan. We need details of who at the Far North District Council/Far North District Holdings Limited is going to manage the contractor.

Far North Holdings is responsible for all Maritime Infrastructure Assets across the Far North District, which includes over 60 maritime structures. FNHL recently completed a \$12m 143 berth marina, sea wall and reclamation project at Opuia.

The wharf projects are small by comparison.

FNHL has appointed RS Engineering of Whangarei as the marine structural engineer for; the design work, tendering and to act as engineer to the contract.

In this respect the Draft Tender Documents are attached.

- Get a clearer understanding of how risks are going to be managed.

No risk to MBIE or FNHL. The contract is a Design and Build fixed price contract. The project has been QS costed by RS Engineering. Any cost over and above this will be either value engineered to be within budget or FNHL will cover the additional sum.

- Get a clearer understanding of Governance arrangements.

Out of Scope

Russell Wharf is owned by Far North District Council but leased to FNHL. The ownership is being transferred to FNHL as part of the LTP process.

<https://i.stuff.co.nz/auckland/local-news/northland/103623409/russell-wharf-proposal-gets-support>

*Either way FNHL as lessee or freehold owner, are the entity responsible for the management of the Russell wharf.*

- *Ask for information of the potential environmental impacts.*

*No environmental impact. Piling has nil affect and the wharf walkway structure is construction activity above the water line. The pontoons are manufactured of site and then floated into position.*

*There will be an improvement in the environmental impact as we are providing pump out facilities as part of the redevelopment to encourage boat owners to stop depositing waste as sea.*

*Environmental Impact is therefore positive.*

- *Note that the Crown should retain some oversight as contractors/partners are appointed.*

*The tender will be to all the marine contractors and the Crown can have as much input as they wish. Please advise what input is required?*

- *Get details of Far North Holdings asset management plan.*

*When the structure is complete FNHL will have a full asset schedule, and this will be put into a maintenance programme, as it has done for the marina.*

*The management plan cannot be formed until we have a full schedule of what the contractor is providing for as part of their tender submission. Only at this point can we list the component parts, their life expectancy, and therefore schedule a maintenance and capital plan around this, as 70% of the structure is being either upgraded or replaced.*

*Maintenance being funded by wharf user charges.*

- *Finally, get the Provincial Growth Fund's standard declaration relating to the information provided, signed.*

*We have signed one to cover all FNHL projects already.*

*I trust this answers everything please can you advise me when these projects will be finalised and o back to Ministers for signing off?*

*Cheers,*

*Andy*

**Andy Nock**

**Chief Executive  
Far North Holdings Limited  
PO Box 7  
Opua 0241  
s 9(2)(a)**

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**From:** Mark Patterson <[Mark.Patterson2@mbie.govt.nz](mailto:Mark.Patterson2@mbie.govt.nz)>

**Sent:** Saturday, 5 May 2018 9:40 p.m.

**To:** Andy Nock <[mailto:s.9(2)(a)]>

**Subject:** RE: Various [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Andy,

Playing catch up, this is pretty much the only time I can do it.

I have questions from our commercial team relating to the three warves:

*The information we require from Far North Holdings Limited and Far North District Council to complete application is:*

- *Information on potential Conflicts of Interest.*
- *Get a clear understanding on how the proposals fit into the Far North District Council Regional Economic development plan.*
- *Get a clear understanding whether there are any other international obligations, in addition to the Port Security accreditation, that the entities need to comply with.*
- *Understand who is underwriting the project, the procurement process to be followed and get an estimate of the maintenance costs and how they will be funded.*
- *Details of a clear Project/contractor management plan. We need details of who at the Far North District Council/Far North District Holdings Limited is going to manage the contractor.*
- *Get a clearer understanding of how risks are going to be managed.*
- *Get a clearer understanding of Governance arrangements.*
- *Ask for information of the potential environmental impacts.*
- *Note that the Crown should retain some oversight as contractors/partners are appointed.*
- *Get details of Far North Holdings asset management plan.*
- *Finally, get the Provincial Growth Fund's standard declaration relating to the information provided, signed.*

A start,

Cheers

Mark

---

**From:** Andy Nock [mailto:[mailto:s.9(2)(a)]]

**Sent:** Friday, 4 May 2018 8:24 a.m.

**To:** Mark Patterson

**Subject:** Various

Hi Mark,

Shane Jones is up on the 18<sup>th</sup> in respect of Ngati Hine and we are therefore looking at also doing the blessing and sod cutting at the airport.

Our Board sits on the 14<sup>th</sup>.

We therefore need to see if we can get the funding agreement finalised by next Friday so we can sign it off Monday 14<sup>th</sup> ready for Shane's visit on the 18<sup>th</sup>.

This all fits together well, so thanks for your help.

Secondly, can we have the information needed, if any is required, on the wharfs as they are going out to tender today so the clock has started ticking.

**Would like to resolve all questions in the next 2 weeks so I can reply to these before the end of May.**

Out of Scope  
[Redacted]

I look forward to your reply.

Cheers,

Andy

Andy Nock

Chief Executive  
Far North Holdings Limited  
PO Box 7  
Opua 0241  
s 9(2)(a)  
[Redacted]

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**From:** [Mark Patterson](#)  
**To:** [David van der Zouwe](#)  
**Cc:** [Robert Pigou](#); [Stephanie Weller](#); [John Doorbar](#)  
**Subject:** RE: Various [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Tuesday, 22 May 2018 3:14:00 p.m.  
**Attachments:** [image001.png](#)

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Hi David.

I just spoke with Andy Nock, CE.

His comment back to the below is that the debt/equity ratio is a bank requirement. Therefore 50/50 ratio stands.

I have also provided him with an update on progressing the business cases to PGF Ministers on 28 May for sign off.

If there are any other questions, Andy will need to know by tonight as he is leaving the country on Friday.

Thanks for your help.

Mark

---

**From:** David van der Zouwe  
**Sent:** Monday, 21 May 2018 5:15 p.m.  
**To:** Mark Patterson  
**Cc:** Robert Pigou; Stephanie Weller; John Doorbar  
**Subject:** FW: Various [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Mark,

In regard to the statement:

**FNHL could not take a loan from Government as it would put FNHL in a position where it would fall below its debt/equity ratios. If a grant is not available, please advise the Company by return so it can cease all work currently being expensed on the projects and notify all stakeholders.**

The following is an extract from the financial statements.

To operate within the constraints of its existing capital

Equity Ratio to be greater than 50%  
Result 55.2%

Interest Cover Ratio to be greater than 1.5 times earnings before interest, tax and revaluations.

Result 3.24

Could we please get FNHL to:

- Clarify if the debt/equity ratio is a self-imposed restriction or a bank requirement; and
- provide the calculation to demonstrate current debt/equity position given the result above is from 12 months ago on 30 June 17.

If we get that information we will be able to get a lot clearer on how to approach this with the Minister.

Cheers

David vdz

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**From:** Mark Patterson  
**Sent:** Thursday, 17 May 2018 2:31 p.m.  
**To:** David van der Zouwe

**Cc:** John Doorbar; Stephanie Weller  
**Subject:** FW: Various [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi David,

Andy has responded below.

Please note the most important feedback is around the loan / grant question.

Happy to discuss.

Cheers

Mark

---

**From:** Andy Nock s 9(2)(a)  
**Sent:** Thursday, 17 May 2018 2:24 p.m.  
**To:** Mark Patterson  
**Cc:** Irwin Wilson; Chris Galbraith  
**Subject:** RE: Various [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Mark,

Comments in red but it seems we are going over "old ground"

Cheers,

Andy

The questions are:

- I understand that the actual costs for the projects will not be known until the Tender is complete and the contract price is known. If that is the case, does Far North Holdings have any contingency should the contract price come back higher than budgeted?  
The company carry out all the maritime maintenance and capital work on behalf of FNDC. FNHL understand marine contracts and are reasonably confident in the forecast estimate supplied by RS Eng. If the contract sum is too high we would value engineer this down, if possible, or would have to look at directing internal funding to the project. Either way, as at the airport, MBIE are only providing the funding amount offered, an no more, and FNHL have to provide evidence of funds for the balance. So not sure why the question has been asked?
- I asked about Governance and got some good information, thanks for that. Could I also get some information on project governance and details of what is going to be put in place to ensure effective oversight of each project;  
This was again addressed in the business case. FNHL have just completed a \$12m marina, including 360m of sea wall and 12,000 sqm of reclamation. We oversee all FNDC maritime assets across the district and there are approximately 70 of these. FNHL, as a company, employ project managers and engineers. In this case, we are using RS Eng in Whangarei whom have collated the tender documents and will oversee the construction work on behalf of the Company and MBIE, alongside FNHL staff.
- The IAP were interested to know if there was a sinking fund equivalent to depreciation maintained during the life of the assets? If so, what was the amount and what has the money been used for?  
No sinking fund exists as the grant sought is for new capital items;  
Paihia; new walkways, a new boardwalk, new pontoons and gangways. The pontoons that are being upgraded are not for maintenance reasons but to provide new fit for purpose designs for todays charter boats.  
**Out of Scope**  
Russell; is 4 new pontoons, gangways and a deck extension. Existing structure is simply a fixed timber structure. There is nominal work classified as maintenance requiring depreciation and a sinking fund.
- Could you please confirm what the expected revenue will be from these three wharves when they are up and upgraded and how this has been calculated?

s 9(2)(b)(ii)

§ 9(2)(b)(ii)

By providing the new facilities we can accommodate these boats and it allows existing users to expand their fleet and the tourism offering in the Bay of Islands, and new operators can take space where non currently exists.

- Could you please confirm whether FNHL has an estimate of the maintenance costs for the three wharves?

As the majority of the work is new capital work, FNHL will undertake a full review of each wharf on completion and put in place a maintenance plan relative to the final specification, as it is a design and build contract we are tendering on.

- Could you please confirm whether FNHL has a plan to use the revenue received to replace/upgrade the wharves at the end of their useful life? And

FNHL accounts have been provided. FNHL pays for maintenance and capital from its operating profit. The Fees now been generated from the wharves will provide for this based on the current level of net income.

- Whether any thought has been given to Climate Change resilience and the ability to deal with, for example, rising sea levels.

Yes piles are designed 1m higher than needed for king tide levels to allow for raising sea levels.

If you could get Andy to answer these questions it would be appreciated.

Finally, could you also let Andy know:

- The IAP have expressed a preference that funding should be supplied by way of loan and we will be discussing this with FNHL at the contracting stage; and **FNHL could not take a loan from Government as it would put FNHL in a position where it would fall below its debt/equity ratios. If a grant is not available, please advise the Company by return so it can cease all work currently being expensed on the projects and notify all stakeholders.**
- We will also discuss with him what involvement the Crown would like in the supplier appointment and governance arrangements during the contract discussions.  
Noted.

Andy Nock  
Chief Executive  
Far North Holdings Limited  
PO Box 7  
Opua 0241  
§ 9(2)(a)

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**From:** Mark Patterson <Mark.Patterson2@mbie.govt.nz>

**Sent:** Thursday, 17 May 2018 1:00 p.m.

**To:** Andy Nock § 9(2)(a)

**Subject:** RE: Various [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Andy.

Thanks for following up on the 3 wharves work...

Further questions from the investment team below, some of these questions come off the back of the Independent Advisory Panel meeting about the 3 wharves project.

The questions are:

- I understand that the actual costs for the projects will not be known until the Tender is complete and the contract price is known. If that is the case, does Far North Holdings have any contingency should the contract price come back higher than budgeted?
- I asked about Governance and got some good information, thanks for that. Could I also get some information on project governance and details of what is going to be put in place to ensure effective oversight of each project;
- The IAP were interested to know if there was a sinking fund equivalent to depreciation maintained during the life of the assets? If so, what was the amount and what has the money been used for?
- Could you please confirm what the expected revenue will be from these three wharves when they are up and upgraded and how this has been calculated?
- Could you please confirm whether FNHL has an estimate of the maintenance costs for the three wharves?
- Could you please confirm whether FNHL has a plan to use the revenue received to replace/upgrade the wharves at the end of their useful life? and
- Whether any thought has been given to Climate Change resilience and the ability to deal with, for example, rising sea levels.

If you could get Andy to answer these questions it would be appreciated.

Finally, could you also let Andy know:

- The IAP have expressed a preference that funding should be supplied by way of loan and we will be discussing this with FNHL at the contracting stage; and
- We will also discuss with him what involvement the Crown would like in the supplier appointment and governance arrangements during the contract discussions.

As you have seen, I have made them aware of your timeframes for when you are away.

Chat soon,

Mark

---

**From:** Andy Nock 3(2)(a)  
**Sent:** Sunday, 6 May 2018 10:20 a.m.  
**To:** Mark Patterson  
**Subject:** RE: Various [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Mark,

Comments below in red;

The information we require from Far North Holdings Limited and Far North District Council to complete application is:

- *Information on potential Conflicts of Interest.*  
*NONE*
- *Get a clear understanding on how the proposals fit into the Far North District Council Regional Economic development plan.*

*The Wharf structures carry between them over 2 million people. They are the busiest and most important pieces of infrastructure in Northland and underpin the whole of the Northland Tourism economy. No other asset/project will have anywhere near the impact the wharfs have on GDP or Employment. Without them the economy would be significantly impacted. The projects are an integral part of the Regional Economic Development Plan.*

- *Get a clear understanding whether there are any other international obligations, in addition to the Port Security accreditation, that the entities need to comply with.*

NONE

- **Understand who is underwriting the project, the procurement process to be followed and get an estimate of the maintenance costs and how they will be funded.**

*FAR NORTH HOLDINGS LTD are underwriting any shortfall – In this respect you have been provided with a copy of our accounts. The capital contribution for these projects is within our SOI and funding is provided for in the financial year 30<sup>th</sup> June 2018 – 30<sup>th</sup> June 2019.*

- **Details of a clear Project/contractor management plan. We need details of who at the Far North District Council/Far North District Holdings Limited is going to manage the contractor.**

*Far North Holdings is responsible for all Maritime Infrastructure Assets across the Far North District, which includes over 60 maritime structures. FNHL recently completed a \$12m 143 berth marina, sea wall and reclamation project at Opuia. The wharf projects are small by comparison.*

*FNHL has appointed RS Engineering of Whangarei as the marine structural engineer for, the design work, tendering and to act as engineer to the contract.*

*In this respect the Draft Tender Documents are attached.*

- **Get a clearer understanding of how risks are going to be managed.**

*No risk to MBIE or FNHL. The contract is a Design and Build fixed price contract. The project has been QS costed by RS Engineering. Any cost over and above this will be either value engineered to be within budget or FNHL will cover the additional sum.*

- **Get a clearer understanding of Governance arrangements.**

**Out of Scope**

*Russell Wharf is owned by Far North District Council but leased to FNHL. The ownership is being transferred to FNHL as part of the LTP process.*

<https://i.stuff.co.nz/auckland/local-news/northland/103623409/russell-wharf-proposal-gets-support>

*Either way FNHL as lessee or freehold owner, are the entity responsible for the management of the Russell wharf.*

- **Ask for information of the potential environmental impacts**

*No environmental impact. Piling has no effect and the wharf walkway structure is construction activity above the water line. The pontoons are manufactured off site and then floated into position.*

*There will be an improvement in the environmental impact as we are providing pump out facilities as part of the redevelopment to encourage boat owners to stop depositing waste at sea.*

*Environmental Impact is therefore positive.*

- **Note that the Crown should retain some oversight as contractors/partners are appointed.**

*The tender will be to all the marine contractors and the Crown can have as much input as they wish. Please advise what input is required?*

- **Get details of Far North Holdings asset management plan.**

*When the structure is complete FNHL will have a full asset schedule, and this will be put into a maintenance programme, as it has done for the marina.*

*The management plan cannot be formed until we have a full schedule of what the contractor is providing for as part of their tender submission. Only at this point can we list the component parts, their life expectancy, and therefore schedule a maintenance and capital plan around this, as 70% of the structure is being either upgraded or replaced.*

*Maintenance being funded by wharf user charges.*

- **Finally, get the Provincial Growth Fund's standard declaration relating to the information provided, signed.**

*We have signed one to cover all FNHL projects already.*

*I trust this answers everything please can you advise me when these projects will be finalised and o back to Ministers for signing off?*

Cheers,

Andy

Andy Nock

Chief Executive  
Far North Holdings Limited  
PO Box 7  
Opua 0241  
§ 9(2)(a)

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**From:** Mark Patterson <[Mark.Patterson2@mbie.govt.nz](mailto:Mark.Patterson2@mbie.govt.nz)>

**Sent:** Saturday, 5 May 2018 9:40 p.m.

**To:** Andy Nock § 9(2)(a) >

**Subject:** RE: Various [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Andy,

Playing catch up, this is pretty much the only time I can do it.

I have questions from our commercial team relating to the three waves.

The information we require from Far North Holdings Limited and Far North District Council to complete application is:

- Information on potential Conflicts of Interest.
- Get a clear understanding on how the proposals fit into the Far North District Council Regional Economic development plan.
- Get a clear understanding whether there are any other international obligations, in addition to the Port Security accreditation, that the entities need to comply with.
- Understand who is underwriting the project, the procurement process to be followed and get an estimate of the maintenance costs and how they will be funded.
- Details of a clear Project/contractor management plan. We need details of who at the Far North District Council/Far North District Holdings Limited is going to manage the contractor.
- Get a clearer understanding of how risks are going to be managed.
- Get a clearer understanding of Governance arrangements.
- Ask for information of the potential environmental impacts.
- Note that the Crown should retain some oversight as contractors/partners are appointed.
- Get details of Far North Holdings asset management plan.
- Finally, get the Provincial Growth Fund's standard declaration relating to the information provided, signed.

A start,

Cheers

Mark

---

**From:** Andy Nock § 9(2)(a)  
**Sent:** Friday, 4 May 2018 8:24 a.m.  
**To:** Mark Patterson  
**Subject:** Various

Hi Mark,

Shane Jones is up on the 18<sup>th</sup> in respect of Ngati Hine and we are therefore looking at also doing the blessing and sod cutting at the airport.

Our Board sits on the 14<sup>th</sup>.

We therefore need to see if we can get the funding agreement finalised by next Friday so we can sign it off Monday 14<sup>th</sup> ready for Shane's visit on the 18<sup>th</sup>.

This all fits together well, so thanks for your help.

Secondly, can we have the information needed, if any is required, on the wharfs as they are going out to tender today so the clock has started ticking.

**Would like to resolve all questions in the next 2 weeks so I can reply to these before the end of May.**

Out of Scope

I look forward to your reply.

Cheers,

Andy

Andy Nock

Chief Executive  
Far North Holdings Limited  
PO Box 7  
Opua 0241  
s 9(2)(a)

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**From:** [Ward Tuite](#)  
**To:** [Ward Tuite](#)  
**Subject:** Far North Holdings Ltd re Russell Wharf Grant Funding Agreement (Final v2) (003) [IN-CONFIDENCE]  
**Date:** Friday, 3 August 2018 1:59:43 p.m.  
**Attachments:** [Far North Holdings Ltd re Russell Wharf Grant Funding Agreement \(Final v2\) \(003\).docx](#)

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**From:** [Ward Tuite](#)  
**To:** [Ward Tuite](#)  
**Subject:** Far North Holdings Ltd re Russell Wharf Grant Funding Agreement (Final v2) [UNCLASSIFIED]  
**Date:** Wednesday, 1 August 2018 3:59:51 p.m.  
**Attachments:** [Far North Holdings Ltd re Russell Wharf Grant Funding Agreement \(Final v2\).docx](#)

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**From:** [Ward Tuite](#)  
**To:** [Ward Tuite](#)  
**Subject:** Far North Holdings Ltd re Russell Wharf Grant Funding Agreement (Final v2) (003) [IN-CONFIDENCE]  
**Date:** Friday, 3 August 2018 2:00:07 p.m.  
**Attachments:** [Far North Holdings Ltd re Russell Wharf Grant Funding Agreement \(Final v2\) \(003\).pdf](#)

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OFFICIAL INFORMATION ACT

**From:** [Ward Tuite](#)  
**To:** "Andy Nock"  
**Subject:** Funding Agreements for Russell and Opua Wharves [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Tuesday, 17 July 2018 7:28:00 a.m.  
**Attachments:** [Far North Holdings Ltd re Russell Wharf Grant Funding Agreement \(Final\).....docx](#)  
Out of Scope

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Morena Andy

Further to your call yesterday afternoon, attached are the updated Russell Out of Scope documents. We have removed the conditions as flagged by FNHL as delivered – can we have confirmation of this. You will also note that a 20 year time period for a prohibition of disposal. This aligns to the obligation to repay the funding from sale proceeds.

Nga mihi

**Ward Tuite**

Regional Economic Development Project Manager  
Regions & Project Delivery  
Provincial Development Unit

**Email - Imera:** [ward.tuite@mbie.govt.nz](mailto:ward.tuite@mbie.govt.nz) | **DDI – Waea Totika:** | **Facsimile – Waea Whakaahua:** +64 4 474 2659 | **Mobile – Waea Pukoro:** 5 9(2)(a) | **Website – Pae-ipurangi:** [www.mbie.govt.nz/regions](http://www.mbie.govt.nz/regions) |  
**Postal – Poutapeta:** Level 4, 160 Lambton Quay, Wellington 6140.



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**From:** [Ward Tuite](#)  
**To:** [Gwyn Thurlow](#)  
**Cc:** [Pippa Brown](#)  
**Subject:** FW: Draft Russell and [Out of Scope](#) Investment Agreements [IN-CONFIDENCE]  
**Date:** Wednesday, 11 July 2018 9:17:02 p.m.

---

Evening Gwyn and Pippa

Further email from Andy Nock, note change to Clause 14 (below)

Nga mihi

**Ward Tuite**

Regional Economic Development Project Manager  
Regions & Project Delivery  
Provincial Development Unit

**Email - Imera:** [ward.tuite@mbie.govt.nz](mailto:ward.tuite@mbie.govt.nz) | **DDI – Waea Totika:** | **Facsimile – Waea Whakaahua:** +64 4 474 2659 | **Mobile – Waea Pukoro:** [§ 9\(2\)\(a\)](#) | **Website – Pae-ipurangi:** [www.mbie.govt.nz/regions](http://www.mbie.govt.nz/regions) |  
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**From:** Andy Nock [[mailto:§ 9\(2\)\(a\)](mailto:§ 9(2)(a)@mbie.govt.nz)]  
**Sent:** Wednesday, 11 July 2018 1:44 p.m.  
**To:** Mark Patterson; Ward Tuite  
**Subject:** RE: Draft Russell and [Out of Scope](#) Investment Agreements [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Mark,

Sorry omitted Clause 14

Without prior consent of the Ministry, the Recipient may not sell, lease, dispose, transfer, assign or cease to legally and beneficially own the Project and related property.

This needs to be limited to a defined period of time and not be in perpetuity.

Cheers,

Andy

**Andy Nock**

**Chief Executive**  
**Far North Holdings Limited**  
**PO Box 7**  
**Opua 0241**  
**Ph: 9(2)(a)**

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**From:** Andy Nock

**Sent:** Wednesday, 11 July 2018 1:08 p.m.

**To:** 'Mark Patterson' <[Mark.Patterson2@mbie.govt.nz](mailto:Mark.Patterson2@mbie.govt.nz)>; 'Ward Tuite' <[ward.tuite@mbie.govt.nz](mailto:ward.tuite@mbie.govt.nz)>

**Subject:** RE: Draft Russell and **Out of Scope** Investment Agreements [(N-CONFIDENCE:RELEASE EXTERNAL)]

Hi Mark,

I am back, and noticed this was not dealt with in my absence.

Please find comments as they apply to **Out of Scope** and are applicable to Russell.

Can you come back to me on these points.

We are looking to appoint a contractor within the next 7-10 days so appreciate if you could expedite this.

Cheers,

Andy

**Andy Nock**

**Chief Executive**  
**Far North Holdings Limited**  
**PO Box 7**  
**Opua 0241**  
**Ph: 9(2)(a)**

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**From:** Mark Patterson <[Mark.Patterson2@mbie.govt.nz](mailto:Mark.Patterson2@mbie.govt.nz)>

**Sent:** Friday, 22 June 2018 4:44 p.m.

**To:** Andy Nock <[s.9\(2\)\(a\)@mbie.govt.nz](mailto:s.9(2)(a)@mbie.govt.nz)>

**Cc:** Irwin Wilson <[Irwin@fnhl.co.nz](mailto:Irwin@fnhl.co.nz)>; Ward Tuite <[Ward.Tuite@mbie.govt.nz](mailto:Ward.Tuite@mbie.govt.nz)>

**Subject:** Draft Russell and Opuā Wharf Investment Agreements [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Andy,

I hope you are well.

I am acting for Ward in this instance, however please find attached draft investment agreements for:

1. [Out of Scope](#)
2. Russell Wharf

Cheers

Mark

**Mark Patterson**  
SENIOR ADVISOR  
Provincial Development Unit  
Ministry of Business, Innovation & Employment | Te Manatu Pakihi, Auahatanga me Nga Kaupapa a-Mahi

**Email - Imera:** [mark.patterson2@mbie.govt.nz](mailto:mark.patterson2@mbie.govt.nz) | **DDI – Waea Totika:** +64 4 916 6064 | [s.9\(2\)\(a\)@mbie.govt.nz](mailto:s.9(2)(a)@mbie.govt.nz)

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**From:** [Ward Tuite](#)  
**To:** [Alison Page](#)  
**Cc:** [PGF; Gwyn Thurlow](#)  
**Subject:** [Out of Scope] & Russell Wharfs [IN-CONFIDENCE]  
**Date:** Wednesday, 8 August 2018 11:13:00 a.m.  
**Attachments:** [Out of Scope]  
[Russell Signed PGF Agreement.pdf](#)  
[FNHL Board Resolution \[Out of Scope\] & Russell.pdf](#)  
[Out of Scope]  
[Far North Holdings Ltd re Russell Wharf Grant Funding Agreement \(Final v... .docx](#)

---

Morena Alison

Can you arrange for execution of funding agreements for Russell and [Out of Scope] Wharves.

Many thanks

Ward

---

**From:** Andy Nock [mailto:[redacted] 9(2)(a)]  
**Sent:** Monday, 6 August 2018 3:39 p.m.  
**To:** Gwyn Thurlow; Ward Tuite  
**Subject:** [redacted] & Russell Wharfs

Hi Ward,

30th June not 31<sup>st</sup>! and a couple of other minor corrections. Word attached with tracked changes.

All signed and Russell Works Contract Plan attached.

Can you get this back to me as soon as convenient so we may execute the construction contract with Bellingham.

Cheers,

Andy

**Andy Nock**  
**Chief Executive**  
**Far North Holdings Limited**  
**PO Box 7**  
**Opua 0241**  
**Ph: [redacted] 9(2)(a)**

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**PROVINCIAL  
GROWTH  
FUND**

**FUNDING AGREEMENT**

**BETWEEN**

**MINISTRY OF BUSINESS,  
INNOVATION AND EMPLOYMENT**

**AND**

**FAR NORTH HOLDINGS LIMITED**

**FOR**

**RUSSELL WHARF  
EXTENSION & UPGRADE PROJECT**

RELEASED UNDER THE  
OFFICIAL INFORMATION ACT

## PART 1: KEY DETAILS

### 1 Parties

#### **MINISTRY**

The Sovereign in right of New Zealand, acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment (**Ministry**)

#### **RECIPIENT**

Far North Holdings Limited (849248) a limited liability company having its Registered office address at Unit 9b, 15 Baffin Street, Opua (**Recipient**)

### 2 Funding Start Date

Commencement Date.

### 3 End Date

30 June 2019

### 4 Background

Through the Provincial Development Unit, the Ministry is responsible for administering the Provincial Growth Fund, which aims to lift productivity potential in New Zealand's provinces.

The Recipient was incorporated by the Far North District Council (the **Council**) to act as a vehicle for delivery of the Council's commercial activities. It is a Council Controlled Organisation under the Local Government Act 2002. The Council is the sole shareholder in the Recipient.

As the Council's commercial trading vehicle, the Recipient facilitates and creates commercial and infrastructural assets in the Far North District, in doing so, it:

- Operates under good governance;
- Seeks new business development opportunities;
- Identifies, collaborates or enters joint venture opportunities;
- Manages existing assets and bring commercial expertise in property management, and
- Creates profits for the Council and improves asset value.

The Recipient leads the delivery of property and infrastructure assets in its ownership and under its management. These actions contribute to the development of the Far North District.

The Recipient's primary roles are:

- To plan, manage, operate and develop land, maritime, aviation and public assets within its ownership; or under the terms of any management agreement entered into; and
- To plan, facilitate and secure commercial outcomes in its area of Influence that support the growth of the Far North District.

The Recipient will assume any project cost short falls and fully underwrites the Project.

The Recipient has sought a funding contribution from the Ministry for the purposes of the Project described below. The Ministry has agreed to contribute funding on the terms and conditions of this Agreement (**Agreement**).

Key details of this Agreement are set out in this **Part 1**. The full terms and conditions are set out in **Part 2**. Defined terms and rules of interpretation are set

out in Part 3.

**5 Conditions Precedent**

No Funding is payable under this Agreement until the Ministry has confirmed to the Recipient in writing that it has received, and found to be satisfactory to it in form and substance, the following documents and evidence:

- (a) Evidence the Recipient has a legal interest, as lessee, and that FNDC have approved the transfer of freehold ownership, of the Russell Wharf and all necessary land and related interests required carry out the Project.
- (b) A copy of the extract of resolution of the Recipient's board in the form provided to the Ministry on or about 24<sup>th</sup> July 2018 signed by the Chair and two Directors.
- (c) A copy of the executed Construction Contract in respect of the Project.
- (d) A copy of a letter from the Recipient confirming the Co-Funding commitments at item 11 below.

**6 Project**

The Project is an upgrade to Russell Wharf and includes:

- replacing low tidal landings with floating concrete pontoons
- removing the fixed timber landing jetty and replacing it with a concrete pontoon
- a new dinghy dock
- a wharf extension to the west for more visitor space and improved passenger flow
- a sewage and water service to be provided as required by the RWT.

The Project excludes the Russell Wharf Building re-development of the information centre and the café building. Such building to be built by FNHL as a part of its Co-Funding of the Project.

A copy of the proposed "project plan" is provided at the Annexure to this Agreement.

**7 Project Deliverables**

The Recipient is to complete the following Deliverables for the Project to the satisfaction of the Ministry by the following dates:

Completion Date	Deliverable
6 <sup>th</sup> August 2018	Front Pontoon Installation commences FNDC Funded
19 <sup>th</sup> August 2018	Front Pontoon Complete
31 August 2018	Appointment of Approved Contractor(s) for the construction contract acceptable to the Ministry

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	Duly executed construction contract based on NZS3910 with the Approved Contractor to deliver the Wharf Project for the budgeted cost of NZ\$ <sup>s 9(2)(b)(ii)</sup>
30 September 2018	Construction commenced
1 June 2019	Project competed in accordance with the construction contract
1 May 2019	Start redevelopment of Information Centre and Café (FNHL funded)
1 December 2019	Café and Information Centre completed

- Reporting, as required by this Agreement.

**8 Key Personnel**

Andy Nock – CEO, Far North Holdings Ltd  
Chris Galbraith – General Manager, Far North Holdings Ltd  
Max Haag, RS Eng, Engineer and Project Manager  
Rob Brown, RS Eng, Engineer and Project Manager

**9 Approved Contractors**

Bellingham Marine or any other person approved in writing by the Ministry.

**10 Funding**

The aggregate total Funding available under this Agreement is NZ\$ <sup>s 9(2)(b)(ii)</sup> excluding GST (if any). This is the Total Maximum Amount Payable.

**11 Co-Funding**

The Recipient must have secured and committed the following Co-Funding to be used for the Project of no less than:

- NZD <sup>s 9(2)(b)(ii)</sup> excluding GST (if any) from FNDC, in respect of the Project; and
- NZD <sup>s 9(2)(b)(ii)</sup> excluding GST (if any) from the Recipient to build the information centre on the wharf, between May and December 2019.
- Co-funding must be applied to fund Project costs pro rata with Funding.

**12 Reporting**

The Recipient will provide the Ministry with the following reports:

- A monthly report by the 10th Business Day following the end of each month and within 20 Business Days of completion of the Project.
- A Post Contract Outcomes Report submitted within 2 months of completion of the Project.

**Each monthly report** must include the following information:

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- (a) Description and analysis of actual progress of the Project against planned progress;
- (b) Progress and achievement of any of the Deliverables;
- (c) Images of the progress of any development aspects of the Project;
- (d) The number of new jobs created and FTE employed in relation to the Project;
- (e) The training and development schemes provided in relation to the Project including the number of people who receive the training;
- (f) A statement of the Funding and any Co-Funding received, spent and remaining;
- (g) A costs update (including actual to date and cost to completion for each Deliverable and the Project);
- (h) Plans for the next month (not required in the final report following completion of the Project);
- (i) Any major risks arising or expected to arise with the Project, costs or performance of this Agreement;
- (j) Copies of any proposed and any published promotional material, media publicity or other documentation relevant to the Project or the Deliverables;

**Each Post Contract Outcome report must include the following information:**

- (a) an analysis of how the Funding has enabled the Recipient to achieve the key outcomes of the Project;
- (b) an analysis of how the Funding and the Project has brought wider benefits to the region/province;
- (c) detail of the number of jobs that the Project created;
- (d) detail of any training or development schemes that were provided in delivery of the Project and how many people that training and development was provided to;
- (e) detail of environmental sustainability created by the Project;
- (f) detail of better use of iwi assets;
- (g) detail of increased resilience to any proximate infrastructure;
- (h) detail of increased resilience of the regional economy; and
- (i) any other information that is notified by the Ministry in writing to the Recipient.

**13 Insurance**

Prior to commencement of construction of the Project the Recipient must ensure that at all times insurances are maintained in full force and effect, which:

- (a) insure in respect of its interests in the property and the plant and equipment on the property (including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) and to:
  - (i) provide customary cover against loss or damage, including by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and all other normally insurable risks of loss or damage;
  - (ii) provide cover for site clearance, shoring or propping up, professional fees and tax;
  - (iii) provide for contractor's all risks insurance covering all contractors;
  - (iv) provide for professional indemnity insurance covering all contractors and consultants with a design responsibility;
- (b) include public liability and third party liability insurance;

insure such other risks as a prudent person or entity in the same business would insure.

**14 Special Terms**

Without prior consent of the Ministry, the Recipient may not sell, lease, dispose, transfer, assign or cease to legally and beneficially own the Project and related property for a term of 20 years.

The Recipient must maintain sufficient co-funding to complete the project at all times, given the residual funding available under this Agreement and then expected cost to complete the Project.

Upon completion of the Project, the Recipient will maintain the completed Project and related facilities at the Russell Wharf and all related assets in accordance with best industry practice, in any way necessary to maintained in:

- (a) good and substantial repair and condition and, as appropriate, in good working order; and
- (b) such repair, condition and order as to enable them to be let in accordance with all applicable laws and regulations; for this purpose, a law or regulation will be regarded as applicable if it is either:
  - (i) in force; or
  - (ii) it is expected to come into force and a prudent property owner in the same business as the Recipient would ensure that its buildings, plant, machinery, fixtures and fittings were in such condition, repair and order in anticipation of that law or regulation coming into force.

The Recipient must comply with all financial covenants in respect of its finance arrangements, and represents and warrants that entry into, and the performance of, its obligations under this Agreement, will not be or cause an 'event of default'

(however so described) under its financing arrangements.

The Recipient acknowledges that the Ministry has entered into this agreement by way of a grant, not a loan on commercial terms, on the representation made by the Recipient that a loan (in aggregate across all three wharf projects: Opua, Russell and Paihia) would cause it to exceed its financial covenants and debt to equity ratio.

**15 Contact Person**

Ministry's Contact Person:

Name: Ward Tuite

Email: [ward.tuite@mbie.govt.nz](mailto:ward.tuite@mbie.govt.nz)

Recipient's Contact Person:

Name: Andy Nock

Email: [andyn@fnhl.co.nz](mailto:andyn@fnhl.co.nz)

**16 Address for Notices**

To the Ministry:

Level 4

160 Lambton Quay

PO Box: 1473

Wellington 6140

Attention: Stephanie Weller

Email: [pgf@mbie.govt.nz](mailto:pgf@mbie.govt.nz) and cc [stephanie.weller@mbie.govt.nz](mailto:stephanie.weller@mbie.govt.nz)

To the Recipient:

PO Box 7, Opua 0200

Attention: Andy Nock

Email: [andyn@fnhl.co.nz](mailto:andyn@fnhl.co.nz)

**SIGNATURES**

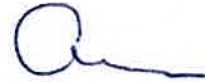
**SIGNED** for and on behalf of the **SOVEREIGN IN RIGHT OF NEW ZEALAND** by the person named below, being a person duly authorised to enter into obligations on behalf of the Ministry of Business, Innovation and Employment:

\_\_\_\_\_  
Name:

Position:

Date:

**SIGNED** for and on behalf of the **RECIPIENT** by the person named below, being a person duly authorised to enter into obligations on behalf of the Recipient:



\_\_\_\_\_  
Name: Andy Nock

Position: CEO

Date: 6/8/18

END OF PART 1

## PART 2: GENERAL TERMS

### 1 FUNDING

- 1.1 The Ministry will pay the Funding (up to the “Total Maximum Amount Payable” specified in the Key Details) to or on account of the Recipient, subject to the terms of this Agreement. The Recipient must use the Funding for, or ensure the Funding is applied towards, the purposes of the Project.
- 1.2 The Recipient can only request payment of the Funding in accordance with this Agreement and to the extent necessary to cover Eligible Costs.
- 1.3 The Recipient may submit a Payment Request to the Ministry’s Contact Person, at the same time as the relevant monthly report is delivered to the Ministry.
- 1.4 Each Payment Request is to be signed by a director and an authorised signatory of the Recipient and must be in the form set out in the Schedule and include the confirmations set out therein, and must include:
- (a) the amount of Funding requested;
  - (b) a breakdown of total Eligible Costs incurred by the Recipient and which the requested Funding is to meet and confirmation that such costs are Eligible Costs for the purpose of this Agreement have been paid or are currently due and payable or will become payable within 30 days of the date of this Payment Request;
  - (c) originals of invoices received by the Recipient from third parties in relation to the Eligible Costs where those Eligible Costs are more than \$1,000 (on an individual basis or when grouped by supplier or subject matter) and statements and accounts showing the Eligible Costs incurred;
  - (d) if Co-Funding is provided for in the Key Details, contain a breakdown of the total Eligible Costs incurred and paid for, and/or to be incurred and paid for, by the Recipient, demonstrating that Co-Funding has or will be applied to satisfy a proportional amount of these Eligible Costs in accordance with clause 2(a)(ii);
  - (e) if the Payment Request includes a GST component, contain a valid GST invoice complying with the Goods and Services Tax Act 1985; and
  - (f) contain any other information required by the Ministry.
- 1.5 The Ministry is not required to pay any Funding in respect of a Payment Request:
- (a) where the Ministry is not satisfied with the progress of the Project;
  - (b) if any Deliverable(s) have not been completed by the relevant “Completion Date” specified in the Key Details;
  - (c) if the Ministry is not satisfied with the information that is contained within, or provided in connection with, the monthly reports or the Payment Request noting that in the context of the Payment Request the Ministry may elect to pay the Recipient for certain Eligible Costs that are the subject of the Payment Request and withhold payment for other Eligible Costs that the Ministry disputes;

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- (d) if the Ministry is not satisfied that the Recipient has applied Co-Funding in accordance with clause 2(a)(ii) of this Agreement;
- (e) if payment will result in the Funding exceeding the “Maximum Amount Payable” specified in the Key Details;
- (f) while there are one or more Termination Event(s);
- (g) if this Agreement has expired or been terminated; and/or
- (h) while the Recipient is in breach of this Agreement.

1.6 Subject to the terms of this Agreement, the Ministry will pay each valid Payment Request by the 20<sup>th</sup> day of the month after the month the Payment Request is dated, and if such day is not a Business Day, on the next Business Day.

## 2 CO-FUNDING

The Recipient must:

- (a) ensure that during the term of this Agreement the Co-Funding:
  - (i) is and remains secured and available to the Recipient to be applied towards the Project on the same terms and conditions approved by the Ministry; and
  - (ii) is applied to Eligible Costs proportionally with Funding provided under this Agreement; and
- (b) immediately notify the Ministry if it becomes aware of any circumstances that may result in the Co-Funding (or any part of the Co-Funding) not being secured and available to the Recipient to be applied towards the Project.

## 3 RECIPIENT'S RESPONSIBILITIES

### Standards and compliance with laws

- 3.1 The Recipient will use reasonable endeavours to undertake the Project as described in this Agreement.
- 3.2 In undertaking the Project, the Recipient will comply with all applicable laws, regulations, rules and professional codes of conduct or practice.

### Deliverables, Key Personnel, Contractors and the Project

- 3.3 The Recipient will ensure that the Deliverables and the Project are carried out:
  - (a) promptly with due diligence, care and skill, and in a manner that meets or exceeds Best Industry Practice;
  - (b) by appropriately trained, qualified, experienced and supervised persons; and
  - (c) in accordance with any directions of the Ministry, notified by the Ministry in writing from time to time.

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- 3.4 The Recipient will ensure that the Deliverables are completed by the relevant "Completion Date" specified in the Key Details.
- 3.5 The Recipient will ensure that the Key Personnel undertake their respective roles in connection with the Project as specified in the Key Details, except as otherwise approved in writing by the Ministry. If any Key Personnel become unavailable to perform their role, the Recipient must promptly arrange replacement Key Personnel acceptable to the Ministry.
- 3.6 The Recipient may not contract (either directly or indirectly) the delivery of the Project or any of its obligations under this Agreement or the related construction contract except where:
- (a) it has the Ministry's prior written approval (which may be given on any conditions specified by the Ministry);
  - (b) the contractors are named as "Approved Contractors" in respect of particular roles in the Key Details; or
  - (c) the contract is for less than \$50,000.
- 3.7 The Recipient is responsible for the acts and omissions of any contractors.
- 3.8 The Recipient will ensure (and will procure that the head contractor when engaging with any other contractor ensures) that all agreements it enters into with contractors or any other party in connection with the Project are on an "arm's length" basis, provide value-for-money and do not give rise to any Conflict of Interest. The Recipient must provide the Ministry with reasonable evidence of compliance with this clause 3.8 in response to any request by the Ministry from time to time.

**Information Undertakings**

- 3.9 The Recipient will provide the Ministry with the reports (if any) specified in the Key Details, in accordance with the timeframes and reporting requirements set out in the Key Details.
- 3.10 The Recipient will provide the Ministry with any other information about the Project requested by the Ministry within the timeframe set out in the request.
- 3.11 The Recipient shall promptly notify the Ministry if:
- (a) the Recipient (or any of its personnel or contractors) becomes aware of, or subject to, a Conflict of Interest;
  - (b) the Recipient becomes aware of any matter that could reasonably be expected to have an adverse effect on the Project, or result in a Termination Event or a breach of any term of this Agreement by the Recipient.
- 3.12 The Recipient will not at any time do anything that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of the Ministry. The Recipient will keep the Ministry informed of any matter known to the Recipient which could reasonably be expected to have such an effect.

**Funding, records and auditors**

- 3.13 The Recipient will receive and manage all Funding in accordance with good financial management and accounting practices and to a high standard that demonstrates appropriate use of public funds.

- 3.14 The Recipient must keep full and accurate records (including accounting records) of the Project, and retain them for at least 7 years after the last payment of Funding under this Agreement. The Recipient must permit the Ministry (or any auditor nominated by the Ministry) to inspect all records relating to the Project and will allow the Ministry and/or the auditor access to the Recipient's premises, systems and personnel for the purposes of this inspection.
- 3.15 The Recipient must appoint a reputable firm of chartered accountants as auditors to audit its financial statements in relation to the use of the Funding.

#### Capital Assets

- 3.16 If the Recipient uses the Funding to purchase or develop any Qualifying Capital Asset and, at any point during the term of this Agreement or during the 20 years after the End Date, either:
- (a) the Recipient sells, disposes or transfers the Qualifying Capital Asset, without the Ministry's prior written consent; or
  - (b) the Qualifying Capital Asset will no longer be used for the purpose intended by the Ministry at the time this Agreement was entered into,

then the Recipient must immediately repay to the Ministry an amount equal to the amount of Funding used by the Recipient in the purchase or development of the Qualifying Capital Asset, as determined by the Ministry. The Recipient shall notify the Ministry promptly upon taking any step or action to sell, dispose, transfer or change the purpose of the Project.

#### Insurance

- 3.17 The Recipient must effect and maintain insurance that is adequate to cover its obligations under this Agreement, plus any other insurance specified in the Key Details. The Recipient will, on request, provide the Ministry with evidence of its insurance cover required under this clause.

#### Health and Safety

- 3.18 Without limiting its other obligations under this Agreement, the Recipient will:
- (a) consult, cooperate and coordinate with the Ministry to the extent required by the Ministry to ensure that the Ministry and the Recipient will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement and the Project;
  - (b) perform its, and ensure that the contractors perform their, obligations under this Agreement and the Project (as applicable) in compliance with its and their obligations under the Health and Safety at Work Act 2015;
  - (c) comply with all directions of the Ministry relating to health, safety, and security; and
  - (d) report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Ministry to the extent that it relates to, or affects, this Agreement or the Project.

#### 4 PROJECT GOVERNANCE

- (a) If advised in writing by the Ministry the Recipient will:

- (i) provide reasonable notice to the Ministry of all Project management group meetings and Project governance group meetings; and
  - (ii) provide copies of all documents and notices to be tabled at the Project management group meetings and Project governance group meetings to the Ministry no later than a reasonable period prior to the meetings, and the minutes of those meetings within a reasonable period after each meeting
- (b) The Ministry may appoint observers who will be entitled to attend and speak at all Project management group meetings and Project governance group meetings (but will not be entitled to vote on any matter at those meetings).

## 5 INTELLECTUAL PROPERTY

- 5.1 The Ministry acknowledges that the Recipient and its licensors will retain ownership of all pre-existing intellectual property which they contribute to the Project, and all new intellectual property which they create in the course of the Project.
- 5.2 The Recipient grants a perpetual, irrevocable, world-wide, royalty-free, non-exclusive licence (including the right to sublicense) to the Ministry to use, reproduce and distribute each Licensed Work.
- 5.3 The Recipient warrants that it has obtained (or will obtain, prior to creation of each relevant work) all rights and permissions necessary to enable the grant and exercise of the licence in clause 5.2 without infringing the intellectual property rights of any third party.

## 6 TERM AND TERMINATION

- 6.1 This Agreement will be effective on and from the Commencement Date, which will be the latest to occur of:
- (a) the date this Agreement has been signed by both parties; and
  - (b) the date on which the Ministry has provided written notice to the Recipient that the Conditions Precedent specified in the Key Details have either been satisfied (in the opinion of the Ministry) or waived by the Ministry.
- 6.2 This Agreement will remain in force until the End Date, unless terminated in accordance with this Agreement (the **Term**).
- 6.3 The Ministry can terminate this Agreement with immediate effect, by giving notice to the Recipient, at any time while:
- (a) the Ministry reasonably considers that the Recipient has become or is likely to become, insolvent or bankrupt;
  - (b) the Recipient is subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets;
  - (c) the Recipient has ceased to carry on its operations or business (or a material part of them) in New Zealand; or
  - (d) any one or more of the follow events or circumstances remains unremedied:

- (i) the Recipient is materially in breach of any obligation, or a condition or warranty, under this Agreement;
- (ii) the Recipient has provided the Ministry with information in connection with or under this Agreement that (whether intentionally or not) is materially incorrect or misleading, and/or omits material information;
- (iii) the Ministry reasonably considers that this Agreement or the Project has caused, or may cause, the Ministry and/or the New Zealand Government to breach any legal obligations (including its international trade obligations);
- (iv) the Recipient abandons the Project;
- (v) the Recipient is involved in any intentional or reckless conduct which, in the opinion of the Ministry, has damaged or could damage the reputation, good standing or goodwill of the Ministry, or is involved in any material misrepresentation or any fraud;
- (vi) the Recipient (or any of its personnel or contractors) is subject to a Conflict of Interest which cannot be managed to the Ministry's satisfaction; or
- (vii) any change in law, regulations, government policy or other circumstances materially affects the Ministry's ability to perform its obligations under this Agreement.

6.4 However, where the Ministry considers that a Termination Event set out in clause 6.3(d) can be remedied, the Ministry will give notice to the Recipient requesting a remedy, and will not exercise its right of termination unless the relevant event remains unremedied for at least 14 days (or any longer period agreed with the Recipient) after that notice has been provided by the Ministry.

6.5 The Ministry may recover Funding from the Recipient as follows:

- (a) **Misspent Funding.** At any time the Ministry may recover the amount of any Funding that has been spent or used other than in accordance with this Agreement, together with interest on all such amounts calculated at 10% per annum from the date of the misspending to the date the money is repaid.
- (b) **Co-Funding not provided.** On expiry or termination of this Agreement, if Co-Funding has not been used for the Project, the Ministry may recover an amount that represents the same proportion of the Funding as the proportion of Co-Funding that has not been used is of the total Co-Funding.
- (c) **Project abandoned.** If the Recipient has abandoned the Project or stated an intention to abandon the Project, and does not within 10 Business Days of being requested to do so by the Ministry demonstrate to the Ministry's satisfaction that the Recipient will proceed with the Project, the Ministry may recover an amount up to the total value of the Funding, provided the Ministry may not recover under this subclause if the Recipient satisfies the Ministry that it acted on reasonable grounds in deciding to abandon the Project.

6.6 Clauses 1.5, 3.2, 3.13, 3.14, 3.16, 5, 6, 7, 8, 9, 10, 11, 12 and 13 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination.

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## 7 WARRANTIES

- 7.1 The Recipient warrants that, in the course of its activities in connection with the Project, it will not infringe any intellectual property or other rights of any third party.
- 7.2 The Recipient warrants that, as at the date of this Agreement:
- (a) all information and representations disclosed or made to the Ministry by the Recipient in connection with this Agreement are true and correct, do not omit any material matter, and are not likely to mislead or deceive the Ministry as to any material matter;
  - (b) it has disclosed to the Ministry all matters known to the Recipient (relating to Project, the Recipient or its personnel) that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of the Ministry; and
  - (c) it is not aware of any material information that has not been disclosed to the Ministry which may, if disclosed, materially adversely affect the decision of the Ministry whether to provide the Funding.
- 7.3 The Recipient acknowledges that the Ministry has entered into this Agreement in reliance on these warranties.
- 7.4 The Recipient acknowledges and agrees that the Ministry has made no warranty or representation that any funding or financial support is or will be available to the Recipient in respect of the Project other than the Funding.

## 8 LIABILITY

- 8.1 The maximum liability of the Ministry under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, is limited to the total amount of Funding paid or payable under this Agreement.
- 8.2 The Ministry is not liable for any claim under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, where such claim is or relates to any loss of profit, loss of revenue, loss of use, loss of reputation, loss of goodwill, loss of opportunity (in each case whether direct, indirect or consequential) or any other indirect, consequential or incidental loss or damages of any kind whatsoever.

## 9 CONFIDENTIALITY

- 9.1 Subject to clause 9.2 and 9.3, each party will keep the other party's Confidential Information in confidence, and will use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:
- (a) either party from using or disclosing any information with the written prior consent of the other party;
  - (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
  - (c) either party from disclosing information to its personnel or contractors with a need to know, so long as the relevant personnel and contractors use the information solely to enable that party to perform its obligations and/or take the intended benefit of its rights under this

Agreement, and so long as they are informed of the confidential nature of the information and in the case of the Recipient, the Recipient receives an acknowledgement from its personnel or contractors that they acknowledge, and will comply with, the confidentiality obligations in this Agreement as if they were party to it;

- (d) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law; or
- (e) the Ministry from using or disclosing to any third party any Licensed Work, provided that prior to any such disclosure the Ministry removes all information that is commercially sensitive to the Recipient from the relevant work.

9.2 The Recipient acknowledges and agrees that nothing in this Agreement restricts the Ministry's ability to:

- (a) discuss, and provide all information in respect of, any matters concerning the Recipient, the Project or this Agreement with any Minister of the Crown, any other government agency or any of their respective advisors;
- (b) meet its obligations under any constitutional or parliamentary convention (or other obligation at law) of or in relation to the New Zealand Parliament, the New Zealand House of Representatives or any of its Committees, any Minister of the Crown, or the New Zealand Auditor-General, including any obligations under the "no surprises" policy advised by Ministers of the Crown; and
- (c) publicise and report on the awarding of the Funding, including the Recipient's and any of its contractor's names, the amount and duration of the Funding and a brief description of the Project, on websites; in media releases; general announcements and annual reports.

9.3 The Recipient acknowledges that:

- (a) the contents of this Agreement; and
- (b) information provided to the Ministry,

may be official information in terms of the Official Information Act 1982 and, in line with the purpose and principles of the Official Information Act 1982, this Agreement and such information may be released to the public unless there is good reason, in terms of the Official Information Act 1982, to withhold it.

## 10 PUBLICITY

10.1 Before making any media statements or press releases regarding this Agreement and/or the Ministry's involvement with the Project, the Recipient will consult with the Ministry, and will obtain the Ministry's prior approval to any such statements or releases.

10.2 The Recipient will refer any enquiries from the media or any other person about the terms or performance of this Agreement to the Ministry's Contact Person.

10.3 The Recipient will acknowledge the Ministry as a source of funding in all publications and publicity regarding the Project, provided that the Recipient must obtain the Ministry's approval of the form and wording of the acknowledgement prior to including the acknowledgement in the publication or publicity (as the case may be).

10.4 If requested by the Ministry, the Recipient will establish or erect temporary and/or permanent signage (which may be in the form of a plaque) at the site of the Project acknowledging the Ministry as a source of funding for the Project. The Ministry may provide such signage and the Ministry will consult with the Recipient in respect of a suitable location for such signage.

10.5 The Recipient does not have the right to enter into any commitment, contract or agreement on behalf of the Ministry or any associated body, or to make any public statement or comment on behalf of the Ministry.

## 11 DISPUTES

11.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a *Dispute*), either party may give written notice to the other specifying the nature of the Dispute and requesting discussions under this clause 11 (*Dispute Notice*). As soon as reasonably practicable following receipt of a Dispute Notice, the parties will meet (in person, or by audio or video conference) and endeavour to resolve the Dispute by discussion, negotiation and agreement.

11.2 A party must not commence any proceedings in connection with a Dispute unless at least 40 days have elapsed since the issue of a corresponding Dispute Notice, and that party has used reasonable endeavours to comply with this clause 11. However, nothing in this clause will prevent either party from seeking urgent interim relief from a court (or other tribunal) of competent jurisdiction.

## 12 CONTACT PERSONS

12.1 All matters or enquiries regarding this Agreement will be directed to each party's Contact Person (set out in the Key Details).

12.2 Each party may from time to time change the person designated as its Contact Person on 10 Business Days' written notice to the other Party.

## 13 GENERAL

13.1 Each notice or other communication given under this Agreement (each a notice) will be in writing and delivered personally or sent by post or email to the address of the relevant party set out in the Key Details or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other party. A notice under this Agreement is deemed to be received if:

- (a) **Delivery:** delivered personally, when delivered;
- (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
- (c) **Email:** sent by email:
  - (i) If sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
  - (ii) If subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,



provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.

- 13.2 The Recipient agrees to execute and deliver any documents and to do all things as may be required by the Ministry to obtain the full benefit of this Agreement according to its true intent.
- 13.3 No legal partnership, employer-employee, principal-agent or joint venture relationship is created or evidenced by this Agreement.
- 13.4 This Agreement constitutes the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 13.5 No amendment to this Agreement will be effective unless agreed in writing and signed by both parties.
- 13.6 The Recipient may not assign or transfer any of its contractual rights or obligations under this Agreement, except with the Ministry's prior written approval.
- 13.7 The Ministry may assign or transfer any of its contractual rights or obligations under this Agreement without the Recipient's prior approval. The Ministry may at any time disclose to a proposed assignee or transferee any information which relates to, or was provided in connection with, the Recipient, the Project or this Agreement.
- 13.8 No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.
- 13.9 The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.
- 13.10 This Agreement is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this Agreement.
- 13.11 Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 13.12 This Agreement is to be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 13.13 This Agreement 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.

END OF PART 2

### PART 3: DEFINITIONS AND CONSTRUCTION

#### Defined terms

In this Agreement, unless the context requires otherwise:

*Approved Contractor* means an “Approved Contractor” specified in the Key Details.

*Authorisation* is defined as any consent, authorisation, registration, certificate, licence, permission approval, authority, exemption or waiver required from, by, or with a governmental agency or require by law, including any consent under the Resource Management Act 1991.

*Best Industry Practice* means that degree of skill, care and foresight and operating practice that would reasonably and ordinarily be expected of a skilled and competent supplier of services engaged in the same type of undertaking as that of the Recipient or any contractors (as applicable) under the same or similar circumstances as those contemplated by this Agreement;

*Business Day* means any day other than a Saturday, Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003.

*Co-Funding* means the “Co-Funding” or any part of the Co-Funding (as the context requires), described in the Key Details.

*Commencement Date* has the meaning given in clause 5.1 of Part 2.

*Confidential Information* of a party (*Owner*), means any information in the possession or control of another party (*Holder*) that:

- (a) was originally acquired by the Holder in connection with this Agreement through disclosures made by or at the request of the Owner; and/or
- (b) was originally acquired by the Holder in connection with this Agreement through any access to, or viewing, inspection or evaluation of, the premises, facilities, documents, systems or other assets owned or controlled by the Owner; and/or
- (c) is derived from information of a kind described in paragraph (a) or (b) above;

but excludes any information which the Holder can show:

- (d) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or
- (e) has been independently developed by the Holder without reference to the Owner’s Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

Notwithstanding the foregoing, the terms of this Agreement are Confidential Information of which each Party is both an Owner and a Holder.

*Conflict of Interest* means any matter, circumstance, interest or activity of the Recipient, its personnel or contractors, or any other person with whom the Recipient has a relationship that:

- (a) conflicts with:
  - (i) the obligations of the Recipient (or its personnel or contractors) to the Ministry under this Agreement; or

- (ii) the interests of the Recipient in relation to this Agreement and/or the procuring of the Project; or
- (b) otherwise impairs or might appear to impair the ability of the Recipient (or any of its personnel or contractors) to diligently and independently carry out the Project in accordance with this Agreement.

*Deliverable* means a deliverable to be provided by the Recipient to the Ministry, as set out in the Key Details.

*Eligible Costs* means, in respect of the Project, the actual costs reasonably incurred by the Recipient:

- (a) on or after the Funding Start Date and no later than the End Date;
- (b) in good faith for the purpose of carrying out the Project or for purposes incidental to the Project, including all internal costs, disbursements and expenses incurred by the Recipient for such purposes (and to the extent the Recipient is carrying out any other activities) reasonably and proportionately allocated towards such purposes; and
- (c) to the extent that the expenditure relates to work performed by parties not at "arm's length", that expenditure is assessed at reasonable market value, and contains no unacceptable overhead and no element of "in group profit".

*End Date* means the "End Date" specified in the Key Details.

*Funding* means the funding or any part of the funding (as the context requires) payable by the Ministry to the Recipient in accordance with the terms of this Agreement, as described in the Key Details.

*Funding Start Date* means the "Funding Start Date" specified in the Key Details.

*Key Details* means Part 1 of this Agreement.

*Key Personnel* means the "Key Personnel" specified in the Key Details.

*Licensed Work* means all reports, documents, information and other materials provided by the Recipient to the Ministry under or in connection with the Project or this Agreement.

*Payment Request* means a request submitted to the Ministry by the Recipient seeking payment of Funding substantially in the form set out in the Schedule to this Agreement.

*Project* means the "Project" described in the Key Details.

*Qualifying Capital Asset* means a capital asset (as determined in accordance with generally accepted accounting practice, as defined in the Financial Reporting Act 2013) purchased or developed by the Recipient using no less than \$50,000 of Funding.

*Recipient* means the Recipient specified in the Key Details.

*Termination Event* means any one or more of the events or circumstances set out in clause 6.3.

#### **Construction**

In the construction of this Agreement, unless the context requires otherwise:

*Currency*: a reference to any monetary amount is to New Zealand currency;



**Defined Terms:** words or phrases appearing in this Agreement with capitalised initial letters are defined terms and have the meanings given to them in this Agreement;

**Documents:** a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time;

**Inclusions:** a reference to “includes” is a reference to “includes without limitation”, and “include”, “included” and “including” have corresponding meanings;

**Joint and Several Liability:** any provision of this Agreement to be performed or observed by two or more persons binds those persons jointly and severally;

**Parties:** a reference to a party to this Agreement or any other document includes that party's personal representatives/successors and permitted assigns;

**Person:** a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

**Precedence:** if there is any conflict between the different parts of this Agreement, then unless specifically stated otherwise, Part 2 will prevail over the Key Details, and the Key Details will prevail over any Attachments;

**Related Terms:** where a word or expression is defined in this Agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

**Statutes and Regulations:** a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;

**Writing:** a reference to “written” or “in writing” includes email and any commonly used electronic document format such as .DOC or .PDF.

END OF PART 3

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Ⓟ

**Schedule: Payment Request**

To: MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

Dated: [•]

PAYMENT REQUEST NO. [•]

1. We refer to the Funding Agreement dated [•] and agreement number [•] between [x] as recipient (**Recipient**) and The Sovereign in right of New Zealand, acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment (**Ministry**) (the **Agreement**). Terms defined in the Agreement have the same meaning in this Payment Request.
2. This is a Payment Request for the purpose of clause 1.4 of the Agreement
3. The Deliverables which are the subject of this Payment Request are:  
*[insert description of Deliverables].*
4. The amount of Funding requested is \$[x] excluding GST if any.
5. The Funding requested in this Payment Request is required to meet the following Eligible Costs that have been incurred by us:  
*[include breakdown description of Eligible Costs].*
6. Invoices/statements and accounts evidencing the above Eligible Costs are attached.  
  
*\*Note that for any Eligible Costs that are more than \$1,000 (on an individual basis or when grouped by supplier or subject matter) a copy of the original invoices received from third parties in relation to the Eligible Costs must be provided.*
7. That each of the items referred to in paragraph 6 are Eligible Costs for the purpose of the Agreement have been paid or are currently due and payable or will become payable within 30 days of the date of this Payment Request.
8. [Co-Funding will be used to meet the following Eligible Costs that have been incurred by us:  
*[include breakdown description of Eligible Costs that Co-Funding will meet]*
9. *[Include valid GST invoice if relevant].*
10. We confirm that:
  - (a) no Termination Event is subsisting; and
  - (b) each of the warranties set out in the Agreement are correct as at the date of this Payment Request.

Except to the extent otherwise agreed in writing by the Ministry, all those items forming part of the Eligible Costs identified in the previous Payment Request as due or becoming due and payable, have been paid in full.

By and on behalf of the Recipient by

[insert name of Recipient]

\_\_\_\_\_  
Director

\_\_\_\_\_  
Authorised Officer

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# BOARD OF DIRECTORS MEETING 9 JULY 2018

The Far North Holdings Board members passed the following resolutions at the Board meeting held on 9<sup>th</sup> July 2018 at The Company Office, Opuā.

## PGF Funding Wharf Projects (including Paihia, Russell and the Opuā Events and Super Yacht Pontoon)

### **Recommendation**

***That*** the Board approve in principle, the terms of the Funding Agreements (subject to final lawyer confirmation) between the Ministry of Business, Innovation, and Employment, and Far North Holdings Limited, for the funding of the Paihia Wharf project for funding of \$2.97million, for the Russell Wharf to the sum of \$1.14mil, and the Opuā Wharf Events & Superyacht pontoon for the sum of \$890,000.

***And That*** the CE, Andy Nock be the authorised representative of Far North Holdings Ltd to execute the final agreements on the Company's behalf, and that the CE be the authorised representative of the Company to sign and or dispatch all documents and notices, including any payment requests, by it under or in connection with this funding agreement to which it is a party.

***Further That*** the CE be authorised to negotiate the necessary contracts for the works within the budget amounts, seeking the Chairman's final review and approval.

Signed..... Bill Birnie CNZM (Chairman)

Signed..... Director

Signed..... Director





# Far North Holdings Limited

Opuia Marine Park  
P.O. Box 7  
Opuia, 0241  
Bay of Islands, New Zealand

6 August 2018

Ward Tuite  
Ministry of Business Innovation and Employment  
P.O Box 1473  
**WELLINGTON**  
6140

Dear Ward

**RE: RUSSELL WHARF EXTENSION & UPGRADE, AND** [Out of Scope]

In accordance with the funding agreements, for the above two projects and as per the item 5, Conditions Precedent, I confirm that Far North Holdings Limited has set aside in its budgets for the next two years sufficient funding to meet its co-funding commitments for the two projects as scheduled below:

[Out of Scope]

Russell Wharf Extension & Upgrade Project

s 9(2)(b)(ii)

In addition, FNHL confirm that it has available other resources to meet the ancillary costs such as engineers and project management costs, as outlined on the financial models. In the cases of both projects these initial costs have already been met by the company.

We trust the above is sufficient to meet the requirements of FNHL's undertaking to the co-funding.

Yours sincerely

  
Bill Goffe CNZM  
**CHAIRMAN**

**From:** [Ward Tuite](#)  
**To:** [Andy Nock](#)  
**Subject:** [Out of](#) and Russell Wharfs [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Thursday, 2 August 2018 2:55:00 p.m.  
**Attachments:** [Out of Scope](#)  
[Far North Holdings Ltd re Russell Wharf Grant Funding Agreement \(Final v2\) \(003\).docx](#)

---

Andy,

Forwarded agreements to Gwyn to review. Will be in touch.

Cheers

Ward

---

**From:** Andy Nock [mailto:[§ 9\(2\)\(a\)](#)]  
**Sent:** Thursday, 2 August 2018 2:12 p.m.  
**To:** Ward Tuite  
**Subject:** [Out of](#) and Russell Wharfs

Hi Ward,

Final comments. If agreed can you please return these by Friday close of play as we have our Board meeting Monday the 6<sup>th</sup> and I will get the agreements signed off.

Thanks for all your help,

Andy

**Andy Nock**

Chief Executive  
Far North Holdings Limited  
PO Box 7  
Opua 0241  
Ph: [§ 9\(2\)\(a\)](#)

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**From:** [Ward Tuite](#)  
**To:** [Gwyn Thurlow](#)  
**Cc:** [Pippa Brown](#); [Paul Swallow](#)  
**Subject:** FW: PGF Funding - Russell Wharf and [Out of Scope](#) [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Wednesday, 25 July 2018 7:29:00 a.m.  
**Attachments:** [L - Russell Wharf Extension and \[Out of Scope\]\(#\) 24.7.18.doc](#)  
[Far North Holdings Ltd re Russell Wharf Grant Funding Agreement \(Final\)... .docx](#)  
[Out of Scope](#)

---

Morena e hoa

Note, email from Kylie on behalf of FNHL. I have acknowledged receipt of email and advised I will on to review.;

Nga mihi

**Ward Tuite**

Regional Economic Development Project Manager  
Regions & Project Delivery  
Provincial Development Unit

**Email - Imera:** [ward.tuite@mbie.govt.nz](mailto:ward.tuite@mbie.govt.nz) | **DDI – Waea Totika:** | **Facsimile – Waea Whakaahua:** +64 4 474 2659 | **Mobile – Waea Pukoro:** +[§ 9\(2\)\(a\)](#) | **Website – Pae-ipurangi:** [www.mbie.govt.nz/regions](http://www.mbie.govt.nz/regions) |  
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---

**From:** Kylie Cox [mailto:[§ 9\(2\)\(a\)](#)]  
**Sent:** Tuesday, 24 July 2018 7:11 p.m.  
**To:** Ward Tuite  
**Cc:** Andy Nock; Chris Galbraith; Irwin Wilson  
**Subject:** PGF Funding - Russell Wharf and [Out of Scope](#)

Hi Ward

Please find attached a letter and the two PGF agreements.

We trust the letter and agreement are in order.

We await the Russell Wharf Trust letter, Schedule 7, and will have to you in the morning.

If you click on the drop box link below you will be taken to the schedules referred to in the attached letter

<https://www.dropbox.com/sh/aq5oreyccpneso/AAC5LtWeDbD7IW2-Wn93MVOOa?dl=0>

Kylie Cox  
Executive Assistant  
Far North Holdings Limited  
PO Box 7  
OPUA, 0200

s 9(2)(a)

[Redacted]

[www.fnhl.co.nz](http://www.fnhl.co.nz)

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**From:** [Ward Tuite](#)  
**To:** [Stephanie Hyler](#)  
**Subject:** FW: Rotorua Big Moves and the Three Wharves [UNCLASSIFIED]  
**Date:** Tuesday, 5 June 2018 11:47:00 a.m.  
**Attachments:** [Fair North Holdings Ltd re Russell Wharf Grant Funding Agreement.docx](#)  
**Out of Scope**

Hi Steph

Do you need to be across these agreements before they are released to the applicant?

Mark left a note for me to get them out today.

Cheers

**Ward Tuite**  
Regional Economic Development Project Manager  
Regions & Project Delivery  
Provincial Development Unit

Email - Imera: [ward.tuite@mbie.govt.nz](mailto:ward.tuite@mbie.govt.nz) | DDI - Waea Totika: | Facsimile - Waea Whakaahua: +64 4 474 2659 | Mobile - Waea Pukoro: **s.9(2)(a)** | Website - Pae-ipurangi: [www.mbie.govt.nz/regions](http://www.mbie.govt.nz/regions) |  
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**From:** Gwyn Thurlow  
**Sent:** Tuesday, 5 June 2018 11:31 a.m.  
**To:** David van der Zouwe  
**Cc:** Pippa Brown; Ward Tuite; Mark Patterson  
**Subject:** RE: Rotorua Big Moves and the Three Wharves [UNCLASSIFIED]

Hi David, Ward and Pippa,

Further to below, **attached** is the draft Russell wharf document. That's now all 3 drafted

For your ease, I've re-attached the previous two drafts to this email

Kind regards,  
Gwyn

**From:** Gwyn Thurlow  
**Sent:** Tuesday, 5 June 2018 10:52 a.m.  
**To:** David van der Zouwe  
**Cc:** Pippa Brown; Ward Tuite; Mark Patterson  
**Subject:** **Out of Scope** Three Wharves [UNCLASSIFIED]

David,

We've been asked to draft the 3 wharves documents as a priority **Out of Scope**

**Out of Scope**

**Out of Scope**

Gwyn

**From:** David van der Zouwe  
**Sent:** Wednesday, 30 May 2018 2:41 p.m.  
**To:** Pippa Brown; Gwyn Thurlow  
**Subject:** Rotorua Big Moves and the Three Wharves [UNCLASSIFIED]

The document on **Out of Scope** and the Three Wharves.

Three Wharves - Mako Folder: <http://mako.wd.govt.nz/OTCS/llisapi.dll/properties/79399954>

Let me know if you have any further queries.

Kind Regards

**David van der Zouwe**  
SENIOR COMMERCIAL LEADER

Commercial Pool, New Zealand Government Procurement & Property, Market Services  
Ministry of Business, Innovation & Employment

[David.vanderZouwe@mbie.govt.nz](mailto:David.vanderZouwe@mbie.govt.nz) | Telephone +64 (04) 901 3562 | Mobile **s.9(2)**  
15 Stout Street, Wellington 6011 | PO Box 1473, Wellington 6140, New Zealand  
[www.procurement.govt.nz](http://www.procurement.govt.nz)



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MINISTRY OF BUSINESS,  
INNOVATION & EMPLOYMENT  
HĀKINA WHAKATUTUKI

New Zealand Government

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**From:** Andy Nock  
**To:** [Gwyn Thurlow](#); [Ward Tuite](#)  
**Subject:** Opuā & Russell Wharfs  
**Date:** Monday, 6 August 2018 3:39:31 p.m.  
**Attachments:** [Out of Scope](#)  
[Russell Signed PGF Agreement.pdf](#)  
[FNHL Board Resolution Out & Russell.pdf](#)  
[Out of Scope](#)  
[Far North Holdings Ltd re Russell Wharf Grant Funding Agreement \(Final v. .docx](#)

---

Hi Ward,

30th June not 31<sup>st</sup>! and a couple of other minor corrections. Word attached with tracked changes.

All signed and Russell Works Contract Plan attached.

Can you get this back to me as soon as convenient so we may execute the construction contract with Bellingham.

Cheers,

Andy

**Andy Nock**

Chief Executive  
Far North Holdings Limited  
PO Box 7  
Opuā 0241  
Ph: 5 9(2)(a)

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**From:** Andy Nock  
**To:** [Ward Tuite](#)  
**Subject:** Opuia and Russell Wharfs  
**Date:** Thursday, 2 August 2018 2:12:22 p.m.  
**Attachments:** [Out of Scope](#)  
[Far North Holdings Ltd re Russell Wharf Grant Funding Agreement \(Final v2\) \(003\).docx](#)

---

Hi Ward,

Final comments. If agreed can you please return these by Friday close of play as we have our Board meeting Monday the 6<sup>th</sup> and I will get the agreements signed off.

Thanks for all your help,

Andy

**Andy Nock**

**Chief Executive**  
**Far North Holdings Limited**  
PO Box 7  
Opuia 0241  
Ph: 9(2)(a)

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**From:** Andy Nock  
**To:** [Ward Tuite](#)  
**Subject:** Opuā and Russell  
**Date:** Wednesday, 1 August 2018 12:56:48 p.m.

---

Hi Ward,


When can we expect final documents for signature?

And still nothing from Richard 3 weeks after having sent the Te Hononga document to him? Any ideas on the hold up?

Cheers,

Andy

**Andy Nock**

**Chief Executive**  
**Far North Holdings Limited**  
PO Box 7  
Opuā 0241  
Ph: 

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**From:** [Ward Tuite](#)  
**To:** ["Irwin Wilson"](#)  
**Cc:** ["Pita Tipene \(pita@nhht.co.nz\)"; "Andy Nock"](#)  
**Subject:** Pahia Wharf Extension & Upgrade Extension [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Friday, 8 June 2018 9:29:00 a.m.  
**Attachments:** Out of Scope

Morena Irwin

Out of Scope

The funding agreements for Russell and Out of Scope will be available shortly.

Thank you again for your patience.

Please contact me if you have any queries.

**Ward Tuite**

Regional Economic Development Project Manager  
Regions & Project Delivery  
Provincial Development Unit

**Email - Imera:** [ward.tuite@mbie.govt.nz](mailto:ward.tuite@mbie.govt.nz) | **DDI - Waea Totika:** | **Facsimile - Waea Whakaahua:** +64 4 474 2659 | **Mobile - Waea Pukoro:** 9(2)(a) | **Website - Pae-ipurangi:** [www.mbie.govt.nz/regions](http://www.mbie.govt.nz/regions) |  
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**From:** s 9(2)(a)  
**To:** Ward Tuite  
**Cc:** Andy Nock; Chris Galbraith; Irwin Wilson  
**Subject:** PGF Funding - Russell Wharf and Opuā Wharf  
**Date:** Tuesday, 24 July 2018 7:10:57 p.m.  
**Attachments:** L - Russell Wharf Extension and Upgrade and Out of Scope 24.7.18.doc  
Far North Holdings Ltd re Russell Wharf Grant Funding Agreement (Final)... .docx  
Out of Scope

---

Hi Ward

Please find attached a letter and the two PGF agreements.

We trust the letter and agreement are in order.

We await the Russell Wharf Trust letter, Schedule 7, and will have to you in the morning.

If you click on the drop box link below you will be taken to the schedules referred to in the attached letter

<https://www.dropbox.com/sh/aq50reyccpneso/AAC5LtWeDbD7IW2-Wp93MV00a?dl=0>

s 9(2)(a)  
Executive Assistant  
Far North Holdings Limited  
PO Box 7  
OPUA, 0200  
09 402 5659 or s 9(2)(a)  
[www.fnhl.co.nz](http://www.fnhl.co.nz)

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**From:** [Ward Tuite](#)  
**To:** [Andy Nock](#)  
**Cc:** [Irwin Wilson](#); [Chris Galbraith](#)  
**Subject:** PGF Funding Agreements for Russell Wharf and Opuia Wharf [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Wednesday, 1 August 2018 4:18:00 p.m.  
**Attachments:** [Out of Scope](#)  
[Compare Result - Russell.pdf](#)  
[Far North Holdings Ltd re Russell Wharf Grant Funding Agreement \(Final v2\).docx](#)  
[Out of Scope](#)

---

Kia ora Andy et al

Further to your email earlier this afternoon and our telephone discussion yesterday morning, attached are the updated funding agreements (word versions) for [Out of Scope](#) and Russell Wharf. You will note I have also included "compare's" based on your latest comments as pdf files.

In summary, we will need from FNHL the following updated / outstanding CPs:

- [Out of Scope](#)  
[Out of Scope](#)  
[Out of Scope](#)
- We want to see fully signed construction contracts (not annexed or approved by us, as suggested by FNHL) for both.
- We want to see fully signed board approval extract - 2 more directors need to sign. We note that it was only partly signed and you will have remaining signatories available on Monday.

[Out of Scope](#)  
[Out of Scope](#)  
[Out of Scope](#)

Nga mihi

**Ward Tuite**

Regional Economic Development Project Manager  
Regions & Project Delivery  
Provincial Development Unit

**Email - Imera:** [ward.tuite@mbie.govt.nz](mailto:ward.tuite@mbie.govt.nz) | **DDI – Waea Totika:** | **Facsimile – Waea Whakaahua:** +64 4 474 2659 | **Mobile – Waea Pukoro:** +64 9(2)(a) | **Website – Pae-ipurangi:** [www.mbie.govt.nz/regions](http://www.mbie.govt.nz/regions) | **Postal – Poutapeta:** Level 4, 160 Lambton Quay, Wellington 6140



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OFFICIAL INFORMATION ACT

**From:** [Ward Tuite](#)  
**To:** [Andy Nock](#)  
**Cc:** [Irwin Wilson](#); [Chris Galbraith](#); [PGF](#)  
**Subject:** PGF Funding Agreements for Russell Wharf and Opua Wharf [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Friday, 3 August 2018 2:20:00 p.m.  
**Attachments:** [Far North Holdings Ltd re Russell Wharf Grant Funding Agreement \(Final v....docx\)](#)  
[Out of Scope](#)  
[Far North Holdings Ltd re Russell Wharf Grant Funding Agreement \(Final v....pdf\)](#)  
[Out of Scope](#)

---

Kia ora korua

Further to your email yesterday afternoon, attached fyi, final comments are noted and agreed.

Updated funding agreements are attached (word version and pdf) for signing at your Board meeting Monday 6<sup>th</sup> August.

Nga mihi

### Ward Tuite

Regional Economic Development Project Manager  
Regions & Project Delivery  
Provincial Development Unit

**Email - Imera:** [ward.tuite@mbie.govt.nz](mailto:ward.tuite@mbie.govt.nz) | **DDI – Waea Totika:** | **Facsimile – Waea Whakaahua:** +64 4 474 2659 | **Mobile – Waea Pukoro:** [0274800000](tel:0274800000) | **Website – Pae-ipurangi:** [www.mbie.govt.nz/regions](http://www.mbie.govt.nz/regions) |  
**Postal – Poutapeta:** Level 4, 160 Lambton Quay, Wellington 6140



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**From:** Gwyn Thurlow  
**To:** David van der Zouwe; Mark Patterson  
**Cc:** Ward Tuite  
**Subject:** RE: Three Wharves [UNCLASSIFIED]  
**Date:** Friday, 22 June 2018 4:00:28 p.m.

Thanks David.

Points 1 and 2 are covered. I've added a new 'special term' to cover point 3 around financial covenants, as follows: *The Recipient must comply with all financial covenants in respect of its finance arrangements, and represents and warrants that entry into, and the performance of, its obligations under this Agreement, will not be or cause an 'event of default' (however so described) under its financing arrangements.*

Mark, Ward,

Links are here:

- **Out of Scope**
- Russell: (<http://maka.wd.govt.nz/stcs/dl-sap.dli?func=ll&objaction=overview&objid=79630952>)

If you are happy, send them out to FNHL.

Kind regards

Gwyn

**From:** David van der Zouwe  
**Sent:** Friday, 22 June 2018 12:02 p.m.  
**To:** Mark Patterson  
**Cc:** Gwyn Thurlow; Ward Tuite  
**Subject:** RE: Three Wharves [UNCLASSIFIED]

Hi there,

My comments:

- I note there is a comment in the Russell Wharf in relation to co-funding. My understanding is that all wharves rely on co-funding and will be pro-rated. So could you please remove the comment from Steph is the Russell Agreement;
- A condition is that we want to be across the appointment of contractors for all the wharves, so can we include that;
- Finally, far North have made the following representation in regard to their financial position:

Hi Mark,

**s 9(2)(b)(ii)**

*The Company has effectively contributed, financially, as much as possible to show commitment to each development.*

Regards,

Andy

The Cabinet paper just asked that as part of the contracting process we confirm this position by taking a look at the calculation, so can we also include this as a pre-condition.

Perhaps we could say something like, *confirmation that the company has contributed, financially, as much as possible to show commitment to each development.*

Nothing else from me, with these inclusions I am happy for this to go out.

Cheers

David van

**From:** Mark Patterson  
**Sent:** Thursday, 21 June 2018 4:48 p.m.  
**To:** David van der Zouwe  
**Cc:** Gwyn Thurlow; Ward Tuite  
**Subject:** RE: Three Wharves [UNCLASSIFIED]

To start the elimination process...

David have you approved from your end both the Russell and **Out of** agreements?

Cheers

**From:** Gwyn Thurlow  
**Sent:** Thursday, 21 June 2018 4:41 p.m.  
**To:** Mark Patterson  
**Subject:** FW: Three Wharves [UNCLASSIFIED]

All 3 below – I think they went out? But I've got no visibility.

**From:** Gwyn Thurlow  
**Sent:** Friday, 8 June 2018 2:48 p.m.  
**To:** Stephanie Weller  
**Cc:** David van der Zouwe; Ward Tuite  
**Subject:** RE: Three Wharves [UNCLASSIFIED]

All,

**Out of Scope**

Kind regards,

Gwyn

**From:** Stephanie Weller  
**Sent:** Friday, 8 June 2018 2:39 p.m.  
**To:** Gwyn Thurlow  
**Cc:** David van der Zouwe; Ward Tuite  
**Subject:** RE: Three Wharves [UNCLASSIFIED]

Afternoon all

1. **Out of Scope**

2. Russell done by me – David please review - Far North Holdings Ltd re Russell Wharf Grant Funding Agreement.docx (<http://mako.wd.govt.nz/otcs/lisapi.dll?func=ll&objaction=overview&objid=79530957>)
3. **Out of Scope**

Both items 2 and 3 should be able to go together if we can.

Thanks  
Steph

---

**From:** Gwyn Thurlow  
**Sent:** Thursday, 7 June 2018 4:36 p.m.  
**To:** Stephanie Weller  
**Subject:** FW: Three Wharves [UNCLASSIFIED]

You're not on this, unless Ward, Mark, David or Pippa, passed them on...

---

**From:** Gwyn Thurlow  
**Sent:** Tuesday, 5 June 2018 11:31 a.m.  
**To:** David van der Zouwe  
**Cc:** Pippa Brown; Ward Tuite; Mark Patterson  
**Subject:** RE: **Out of Scope** the Three Wharves [UNCLASSIFIED]

Hi David, Ward and Pippa,

Further to below, attached is the draft Russell wharf document. That's now all 3 drafted.

For your ease, I've re-attached the previous two drafts to this email.

Kind regards,  
Gwyn

---

**From:** Gwyn Thurlow  
**Sent:** Tuesday, 5 June 2018 10:52 a.m.  
**To:** David van der Zouwe  
**Cc:** Pippa Brown; Ward Tuite; Mark Patterson  
**Subject:** RE: **Out of Scope** and the Three Wharves [UNCLASSIFIED]

David,

We've been asked to draft the 3 wharves documents as a priority **Out of Scope**

**Out of Scope**

Gwyn

---

**From:** David van der Zouwe  
**Sent:** Wednesday, 30 May 2018 2:41 p.m.  
**To:** Pippa Brown; Gwyn Thurlow  
**Subject:** **Out of Scope** and the Three Wharves [UNCLASSIFIED]

The documentation for **Out of Scope** and the Three Wharves.

Three Wharves – Mako Folder <http://mako.wd.govt.nz/OTCS/lisapi.dll/properties/79530956>

Let me know if you have any further queries.

Kind Regards

**David van der Zouwe**  
SENIOR COMMERCIAL LEADER

Commercial Pool, New Zealand Government Procurement & Property, Market Services  
Ministry of Business, Innovation & Employment

[david.vanderzouwe@mbe.govt.nz](mailto:david.vanderzouwe@mbe.govt.nz) | Telephone: +64 (0)4 801 3967 | Mobile: +64 (0)21 9121 1111  
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INNOVATION & EMPLOYMENT  
HĪKINA WHAKATUTUKI

New Zealand Government



**From:** Andy Nock  
**To:** [Mark Patterson](#); [Ward Tuite](#)  
**Subject:** RE: Draft Russell and **Out of** Investment Agreements [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Wednesday, 11 July 2018 1:44:22 p.m.

---

Hi Mark,

Sorry omitted Clause 14


Without prior consent of the Ministry, the Recipient may not sell, lease, dispose, transfer, assign or cease to legally and beneficially own the Project and related property.

This needs to be limited to a defined period of time and not be in perpetuity.

Cheers,

Andy

**Andy Nock**

**Chief Executive**  
**Far North Holdings Limited**  
PO Box 7  
Opua 0241  
Ph: **5 9(2)(a)**  


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**From:** Andy Nock

**Sent:** Wednesday, 11 July 2018 1:08 p.m.

**To:** 'Mark Patterson' <Mark.Patterson2@mbie.govt.nz>; 'Ward Tuite' <ward.tuite@mbie.govt.nz>

**Subject:** RE: Draft Russell and **Out of** Wharf Investment Agreements [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Mark,

I am back, and noticed this was not dealt with in my absence.

Please find comments as they apply to **Out of** and are applicable to Russell.

Can you come back to me on these points.

We are looking to appoint a contractor within the next 7-10 days so appreciate if you could expedite this.

Cheers,

Andy

**Andy Nock**

**Chief Executive**  
**Far North Holdings Limited**  
PO Box 7  
Opua 0241  
Ph: § 9(2)(a)

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**From:** Mark Patterson <[Mark.Patterson2@mbie.govt.nz](mailto:Mark.Patterson2@mbie.govt.nz)>

**Sent:** Friday, 22 June 2018 4:44 p.m.

**To:** Andy Nock <§ 9(2)(a)>

**Cc:** Irwin Wilson <§ 9(2)(a)>; Ward Tuite <[Ward.Tuite@mbie.govt.nz](mailto:Ward.Tuite@mbie.govt.nz)>

**Subject:** Draft Russell and <sup>Out of Scope</sup> Wharf Investment Agreements [IN-CONFIDENCE:RELEASE EXTERNAL]

Hi Andy,

I hope you are well.

I am acting for Ward in this instance, however please find attached draft investment agreements for:

<sup>Out of Scope</sup>

2. Russell Wharf

Cheers

Mark

**Mark Patterson**  
SENIOR ADVISOR  
Provincial Development Unit  
Ministry of Business, Innovation & Employment | Te Manatu Pakihi, Auahatanga me Nga Kaupapa a-Mahi

**Email - Imera:** [mark.patterson2@mbie.govt.nz](mailto:mark.patterson2@mbie.govt.nz) | **DDI – Waea Totika:** +64 4 916 6064 | § 9(2)(a)

**Website – Pae-ipurangi:** [www.mbie.govt.nz](http://www.mbie.govt.nz) | **Postal – Poutapeta:** 15 Stout Street, PO Box 1473, Wellington 6140

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**From:** [Tony Brown](#)  
**To:** [Ward Tuite](#)  
**Subject:** DOIA - 1819-0464 - Andrew Riddell [UNCLASSIFIED]  
**Date:** Tuesday, 16 October 2018 6:02:00 p.m.

---

Hey Ward

Can you throw any of the documentation that you have for the below OIA to me please:

*Please provide all records the Ministry has on the Regional Development Funding application for the upgrade of the Russell Wharf.*

*This includes all communications sent to or received from any person, including from Far North District Council, Far North Holdings Limited, the Russell Wharf and Waterfront Trust and the Minister of Regional Economic Development related to the upgrade to the Russell Wharf and/or the decision to provide Regional Development Fund money towards the upgrade.*

*These communications should include any draft(s) and final business case provided, any prior advice provided by the Ministry or its staff on eligibility of the Russell Wharf upgrade for the Regional Development Fund, any communications or advice provided on the business case and its preparation and review, any communications with to from any of the Directors of Far North Holdings Limited or any of the Trustees of the Russell Wharf and Waterfront Trust or the Far North Mayor or any Councillor.*

*For the purposes of this request 'communications' includes emails, letter, internal correspondence, briefings, file notes, and so on.*

We have previously gave this person the one page assessment of project and the announcement briefing which included the project

Do we have anything else which would fall into scope.

Cheers  
Tony

**From:** [CLM Ministerial Services](#)  
**To:** "Andrew Riddell"  
**Subject:** DOIA 1819-0464 Information request [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Friday, 16 November 2018 3:44:00 p.m.  
**Attachments:** [DOIA1819-0464 - Letter.pdf](#)  
[image002.png](#)

---

Good afternoon

Please find attached a letter response to your request for information made on 22 September 2018.

**Ministerial Services**

Engagement, Communications and Ministerial Services  
Email: [CLMMinisterialServices@mbie.govt.nz](mailto:CLMMinisterialServices@mbie.govt.nz)

Ministry of Business, Innovation & Employment  
15 Stout Street, Wellington, PO Box 1473, Wellington 6140  
[www.mbie.govt.nz](http://www.mbie.govt.nz)

cid:image001.png@01D2A86C.030B1D00



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**From:** [Tony Brown](#)  
**To:** ["Andyn@fnhl.co.nz"](mailto:Andyn@fnhl.co.nz)  
**Subject:** DOIA1819-0464 Russell Wharf- Part 1 [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Thursday, 8 November 2018 2:52:00 p.m.  
**Attachments:** [DOIA1819-0464 Emails Marked up Part1 Part1.pdf](#)  
[image003.jpg](#)

---

Hey Andy

I am working on an OIA request and they have asked for emails and documentation relating to Russell Wharf.

I have the emails from Ward and he has asked for me to provide them to you for review. I have removed all information relating to the other wharfs and just left in information relating to Russell Wharf.

Can you please advise if you have any concerns with the release of any of the information. If so, please provide a bit of background information on why it should be redacted ie privacy, commercial sensitivity, under active consideration etc.

I have split it up over 3 emails.

Thanks  
Tony

**Tony Brown**

SENIOR MINISTERIAL WRITER  
Engagement, Communications and Ministerial Services  
Ministry of Business, Innovation & Employment  
[Tony.Brown@mbie.govt.nz](mailto:Tony.Brown@mbie.govt.nz) | Ext: 42084 | DDI: +6449012084  
15 Stout Street, Wellington, PO Box 1473, Wellington 6140  
Description: cid:image001.jpg@01CE732A.1A2F9630



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**From:** [Tony Brown](#)  
**To:** ["Andvn@fnhl.co.nz"](mailto:Andvn@fnhl.co.nz)  
**Subject:** DOIA1819-0464 Russell Wharf Part 2 [UNCLASSIFIED]  
**Date:** Thursday, 8 November 2018 2:47:00 p.m.  
**Attachments:** [DOIA1819-0464 Emails Marked up Part1\\_Part2.pdf](#)  
[image001.jpg](#)

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\*\*\*\* Part 2\*\*\*\*

Hey Andy

I am working on an OIA request and they have asked for emails and documentation relating to Russell Wharf.

I have the emails from Ward and he has asked for me to provide them to you for review. I have removed all information relating to the other wharfs and just left in information relating to Russell Wharf.

Can you please advise if you have any concerns with the release of any of the information. If so, please provide a bit of background information on why it should be redacted ie privacy, commercial sensitivity, under active consideration etc.

I have split it up over 3 emails.

Thanks  
Tony

**Tony Brown**

SENIOR MINISTERIAL WRITER  
Engagement, Communications and Ministerial Services  
Ministry of Business, Innovation & Employment  
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15 Stout Street, Wellington, PO Box 1473, Wellington 6140  
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**From:** [Tony Brown](#)  
**To:** ["Andyn@fmhl.co.nz"](mailto:Andyn@fmhl.co.nz)  
**Subject:** DOIA1819-0464 Russell Wharf- Part 3 [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Thursday, 8 November 2018 2:52:00 p.m.  
**Attachments:** [DOIA1819-0464 Emails Marked up Part3.pdf](#)  
[image001.jpg](#)

---

\*\*\*\* Part 3\*\*\*\*

Hey Andy

I am working on an OIA request and they have asked for emails and documentation relating to Russell Wharf.

I have the emails from Ward and he has asked for me to provide them to you for review. I have removed all information relating to the other wharfs and just left in information relating to Russell Wharf.

Can you please advise if you have any concerns with the release of any of the information. If so, please provide a bit of background information on why it should be redacted ie privacy, commercial sensitivity, under active consideration etc.

I have split it up over 3 emails.

Thanks  
Tony

**Tony Brown**  
SENIOR MINISTERIAL WRITER  
Engagement, Communications and Ministerial Services  
Ministry of Business, Innovation & Employment  
[Tony.Brown@mbie.govt.nz](mailto:Tony.Brown@mbie.govt.nz) | Ext: 42084 | DDI: +6449012084  
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**From:** [Tony Brown](#)  
**To:** ["Andyn@fnhl.co.nz"](mailto:Andyn@fnhl.co.nz)  
**Subject:** DOIA1819-0464 Russell Wharf- Part 3 [UNCLASSIFIED]  
**Date:** Thursday, 8 November 2018 2:47:00 p.m.  
**Attachments:** [DOIA1819-0464 Emails Marked up Part3.pdf](#)  
[image001.jpg](#)

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\*\*\*\* Part 3\*\*\*\*

Hey Andy

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I have the emails from Ward and he has asked for me to provide them to you for review. I have removed all information relating to the other wharfs and just left in information relating to Russell Wharf.

Can you please advise if you have any concerns with the release of any of the information. If so, please provide a bit of background information on why it should be redacted ie privacy, commercial sensitivity, under active consideration etc.

I have split it up over 3 emails.

Thanks

Tony

**Tony Brown**

SENIOR MINISTERIAL WRITER  
Engagement, Communications and Ministerial Services  
Ministry of Business, Innovation & Employment  
[Tony.Brown@mbie.govt.nz](mailto:Tony.Brown@mbie.govt.nz) | Ext: 42084 | DD: +6449012084  
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Description: cid:image001.jpg@01CE732A.1A2F9630



**From:** [Tony Brown](#)  
**To:** ["Andyn@fnhl.co.nz"](mailto:Andyn@fnhl.co.nz)  
**Subject:** DOIA1819-0464 Russell Wharf- Part 3 [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Thursday, 8 November 2018 4:02:00 p.m.  
**Attachments:** [image001.jpg](#)  
[DOIA1819-0464 Emails Marked up Part3 scanned.pdf](#)

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\*\*\*\* Part 3\*\*\*\*

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I have split it up over 3 emails.

Thanks  
Tony

**Tony Brown**

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**From:** [Tony Brown](#)  
**To:** [Ward Tuite](#)  
**Subject:** FW: DOIA - 1819-0464 - Andrew Riddell [UNCLASSIFIED]  
**Date:** Thursday, 1 November 2018 9:41:00 a.m.

---

Hey Ward

I need to documentation for the below request as I need to get started on it as its due on the 16<sup>th</sup>.

Cheers  
Tony

---

**From:** Tony Brown  
**Sent:** Tuesday, 16 October 2018 6:02 p.m.  
**To:** Ward Tuite  
**Subject:** DOIA - 1819-0464 - Andrew Riddell [UNCLASSIFIED]

Hey Ward

Can you throw any of the documentation that you have for the below OIA to me please:

*Please provide all records the Ministry has on the Regional Development Funding application for the upgrade of the Russell Wharf.*

*This includes all communications sent to or received from any person, including from Far North District Council, Far North Holdings Limited, the Russell Wharf and Waterfront Trust and the Minister of Regional Economic Development related to the upgrade to the Russell Wharf and/or the decision to provide Regional Development Fund money towards the upgrade.*

*These communications should include any draft(s) and final business case provided, any prior advice provided by the Ministry or its staff on eligibility of the Russell Wharf upgrade for the Regional Development Fund, any communications or advice provided on the business case and its preparation and review, any communications with to from any of the Directors of Far North Holdings Limited or any of the Trustees of the Russell Wharf and Waterfront Trust or the Far North Mayor or any Councillor.*

*For the purposes of this request 'communications' includes emails, letter, internal correspondence, briefings, file notes, and so on.*

We have previously gave this person the one page assessment of project and the announcement briefing which included the project.

Do we have anything else which would fall into scope.

Cheers  
Tony

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**From:** [Tony Brown](#)  
**To:** "[Andvn@fnhl.co.nz](mailto:Andvn@fnhl.co.nz)"  
**Subject:** FW: DOIA1819-0464 Russell Wharf- Part 1 [IN-CONFIDENCE:RELEASE EXTERNAL]  
**Date:** Thursday, 8 November 2018 2:59:00 p.m.  
**Attachments:** [image003.jpg](#)  
[DOIA1819-0464 Emails Marked up Part1 for sending.pdf](#)

---

Hey Andy

I am working on an OIA request and they have asked for emails and documentation relating to Russell Wharf.

I have the emails from Ward and he has asked for me to provide them to you for review. I have removed all information relating to the other wharfs and just left in information relating to Russell Wharf.

Can you please advise if you have any concerns with the release of any of the information. If so, please provide a bit of background information on why it should be redacted ie privacy, commercial sensitivity, under active consideration etc.

I have split it up over 3 emails.

Thanks  
Tony

**Tony Brown**

SENIOR MINISTERIAL WRITER  
Engagement, Communications and Ministerial Services  
Ministry of Business, Innovation & Employment  
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**From:** [Tony Brown](#)  
**To:** "Andy Nock"  
**Subject:** RE: Russell Wharf [UNCLASSIFIED]  
**Date:** Friday, 9 November 2018 1:20:00 p.m.

---

Hey Andy

Just tried to call you back. Can I confirm how many emails you received from me as I had an issue with sending them to you and wanted to make sure that you received all 3 parts.

Thanks  
Tony

---

**From:** Andy Nock [mailto:Andyn@fnhl.co.nz]  
**Sent:** Friday, 9 November 2018 1:04 p.m.  
**To:** Tony Brown  
**Subject:** Russell Wharf

Hi Tony  
Only a couple of other highlighted deletions, as per attached.  
Cheers  
Andy

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**From:** [Mark Patterson](#)  
**To:** [Tony Brown](#)  
**Subject:** Russell Wharf - Part One A [UNCLASSIFIED]  
**Date:** Tuesday, 20 November 2018 1:24:54 p.m.  
**Attachments:** [FW Ruesell Wharf Business Case UNCLASSIFIED.msg](#)  
[Re Aerial Vision Airport site visit 17th October UNCLASSIFIED.msg](#)  
[RE Aerial Vision Airport site visit 17th October UNCLASSIFIED.msg](#)  
[Re Aerial Vision Airport site visit 17th October UNCLASSIFIED.msg](#)  
[RE Aerial Vision Airport site visit 17th October UNCLASSIFIED.msg](#)  
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[RE Aerial Vision Airport site visit 17th October UNCLASSIFIED.msg](#)  
[Re Aerial Vision Airport site visit 17th October UNCLASSIFIED.msg](#)  
[Fwd Aerial Vision Airport site visit 17th October.msg](#)  
[Fwd Aerial Vision Airport site visit 17th October.msg](#)  
[URGENT - Written PO responses for FNHL projects UNCLASSIFIED.msg](#)

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**Mark Patterson**  
SENIOR REGIONAL ADVISOR  
Regional Development Branch, Provincial Development Unit  
**Ministry of Business, Innovation & Employment | Te Manatu Pakihi, Auahatanga me Nga Kaupapa a-Mahi**

**Email - Imera:** [mark.patterson2@mbie.govt.nz](mailto:mark.patterson2@mbie.govt.nz) | **DDI – Waea Totika:** +64 4 916 6064 | **§ 9(2)(a)**

**Website – Pae-ipurangi:** [www.mbie.govt.nz](http://www.mbie.govt.nz) | **Postal – Poutapeta:** 15 Stout Street, PO Box 1473, Wellington 6140

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**From:** [Mark Patterson](#)  
**To:** [Tony Brown](#)  
**Subject:** Russell Wharf - Part Three [UNCLASSIFIED]  
**Date:** Monday, 19 November 2018 12:43:42 p.m.  
**Attachments:** [RE Various IN-CONFIDENCE.msg](#)  
[FW Various IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[FW Various IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Various IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Various IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
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[Re Various IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[Re Various IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[Fwd Various IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Various IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[FW Minister Jones Northland visit - actions IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[Re Meeting with Andy re Manea and other Far North Project Funding Agreements UNCLASSIFIED.msg](#)  
[RE 22032018 Airport BC \(Final CBA part\) UNCLASSIFIED.msg](#)  
[FW Northland Wharf projects IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Invite to Northland launch IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[FW Business case drafts IN-CONFIDENCE.msg](#)  
[Business case drafts IN-CONFIDENCE.msg](#)  
[RE Minister Jones Northland visit - actions IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[Re Minister Jones Northland visit - actions IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Minister Jones Northland visit - actions IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Minister Jones Northland visit - actions IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Russell Wharf Business Feedback IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Russell Wharf Business Feedback IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Northland Wharf projects IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[Northland Wharf projects IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[FW Russell Wharf Business Feedback IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Russell Wharf Business Feedback IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[Russell Wharf Business Feedback IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[Re PGF launch Far North Holdings numbers IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE PGF launch Far North Holdings numbers IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[PGF launch Far North Holdings numbers.msg](#)  
[FW Ruesell Wharf Business Case.msg](#)  
[FW Pahia Wharf Business Case.msg](#)  
[FW MBIE Funding Applications - Draft.msg](#)  
[FW Minister Jones Northland visit - actions.msg](#)  
[Re Minister Jones Northland visit - actions IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[Business case template.msg](#)  
[FW Minister Jones Northland visit - actions IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[FW Minister Jones Northland visit - actions IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[Minister Jones Northland visit - actions.msg](#)  
[RE Northland Tourism package UNCLASSIFIED.msg](#)  
[RE Northland Tourism package UNCLASSIFIED.msg](#)  
[RE Northland Tourism package UNCLASSIFIED.msg](#)  
[FW Northland Tourism package UNCLASSIFIED.msg](#)  
[FW Pahia Wharf.msg](#)  
[FW Pahia Wharf IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[FW Pahia Wharf.msg](#)  
[Re Northland Tourism package UNCLASSIFIED.msg](#)  
[RE Northland Tourism package UNCLASSIFIED.msg](#)  
[RE Northland Tourism package UNCLASSIFIED.msg](#)  
[FW Northland Tourism package UNCLASSIFIED.msg](#)  
[RE Minister's visit to Northland - Friday 2 February - event briefing requested due Thursday 1 February 4pm IN-CONFIDENCE.msg](#)  
[RE Minister's visit to Northland - Friday 2 February - event briefing requested due Thursday 1 February 4pm IN-CONFIDENCE.msg](#)  
[FW Minister's visit to Northland - Friday 2 February - event briefing requested due Thursday 1 February 4pm IN-CONFIDENCE.msg](#)  
[RE Minister's visit to Northland - Friday 2 February - event briefing requested due Thursday 1 February 4pm.msg](#)  
[RE Minister's visit to Northland - Friday 2 February - event briefing requested due Thursday 1 February 4pm.msg](#)  
[Fwd Minister's visit to Northland - Friday 2 February - event briefing requested due Thursday 1 February 4pm.msg](#)  
[Minister's visit to Northland - Friday 2 February - event briefing requested due Thursday 1 February 4pm.msg](#)

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**From:** [Mark Patterson](#)  
**To:** [Tony Brown](#)  
**Subject:** Russell Wharf - Part Two [UNCLASSIFIED]  
**Date:** Monday, 19 November 2018 12:42:24 p.m.  
**Attachments:** [RE Audit NZ questions about Paihia UNCLASSIFIED.msg](#)  
[Audit NZ questions about Paihia UNCLASSIFIED.msg](#)  
[FW PDU - items requested UNCLASSIFIED.msg](#)  
[FW PDU - items requested UNCLASSIFIED.msg](#)  
[Fwd 8 Things Turnbull mortally wounded; Kiwis start migrating to Australia again; Edwards on TOP's tough task; Justice summit starts UNCLASSIFIED.msg](#)  
[FW 8 Things Ardern returns to find a bigger business confidence elephant in the room; Rod Oram's column; Weekend Reads; People on the move UNCLASSIFIED.msg](#)  
[Fwd 8 Things Ardern returns to Labour's worst economic week; Should RBNZ go easy Dunne on National's wobbly Peters' stance; Conservation Estate fight.msg](#)  
[RE Draft Russell and Opuia Wharf Investment Agreements IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Draft Russell and Opuia Wharf Investment Agreements IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Draft Russell and Opuia Wharf Investment Agreements IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[FW Draft Russell and Opuia Wharf Investment Agreements IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Draft Russell and Opuia Wharf Investment Agreements IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Draft Russell and Opuia Wharf Investment Agreements IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[Draft Russell and Opuia Wharf Investment Agreements IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[RE Three Wharves UNCLASSIFIED.msg](#)  
[FW Three Wharves UNCLASSIFIED.msg](#)  
[RE Three Wharves UNCLASSIFIED.msg](#)  
[RE Various IN-CONFIDENCERELEASE EXTERNAL.msg](#)  
[FW Various IN-CONFIDENCERELEASE EXTERNAL.msg](#)

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**From:** Andy Nock  
**To:** [Tony Brown](#)  
**Subject:** Russell Wharf  
**Date:** Friday, 9 November 2018 1:04:15 p.m.  
**Attachments:** [SC308R0203018110912530.pdf](#)

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Hi Tony

Only a couple of other highlighted deletions, as per attached.

Cheers

Andy

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**From:** [CLM Ministerial Services](#)  
**To:** [Tony Brown](#)  
**Cc:** [Lesley Bayliss](#)  
**Subject:** FW: DOIA 1819-0464 - Andrew Riddell - Allocation email [UNCLASSIFIED]  
**Date:** Monday, 24 September 2018 4:00:51 p.m.

---

Allocation for you please Tony

Jan Morison  
TEAM LEADER MINISTERIAL WRITING (CLM)

Engagement, Communications and Ministerial Services  
Corporate, Governance and Information  
Ministry of Business, Innovation and Employment

[Jan.Morison@mbie.govt.nz](mailto:Jan.Morison@mbie.govt.nz) | Telephone: +64 (0)4 897 5126 | Mobile: 021 839 905  
Level 3, 15 Stout Street, Wellington 6011 | PO Box 1473, Wellington 6140

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**From:** Ministerial Services  
**Sent:** Monday, 24 September 2018 10:41 a.m.  
**To:** Regional Economic Development  
**Cc:** CLM Ministerial Services  
**Subject:** DOIA 1819-0464 - Andrew Riddell - Allocation email [UNCLASSIFIED]

Morning,

MBIE has received the below Departmental OIA. Please **confirm**:

- Does this fall within your area of responsibility
- Sign out manager as well as the writer
- Whether the response will be suitable for publishing

**Note:** If the request is from an Opposition Party, MP or the media, Comms and the Ministers Office must be consulted.

Please save all related correspondence into the below MAKO folder as well as ensure Ministerial Services is informed of any changes to dates and copy in Ministerial Services when sending the proposed response to the Ministers office as well as the requestor.

<b>Mako folder:</b>	<a href="#">DOIA 1819-0464 Andrew Riddell</a>
<b>Tracking number:</b>	1819-0464
<b>Portfolio:</b>	Regional Economic Development
<b>DCE:</b>	Head of Regional Economic Development Unit
<b>GM:</b>	Regional Economic Development
<b>Date received:</b>	2018-09-22
<b>Due to Minister:</b>	?
<b>Due to</b>	

<b>Requester:</b>	2018-10-19
<b>Requester:</b>	Andrew Riddell
<b>Full subject:</b>	Please provide all records the Ministry has on the Regional Development Funding application for the upgrade of the Russell Wharf. This includes all communications sent to or received from any person, including from Far North District Council, Far North Holdings Limited, the Russell Wharf and Waterfront Trust and the Minister of Regional Economic Development related to the upgrade to the Russell Wharf and/or the decision to provide Regional Development Fund money towards the upgrade. These communications should include any draft(s) and final business case provided, any prior advice provided by the Ministry or its staff on eligibility of the Russell Wharf upgrade for the Regional Development Fund, any communications or advice provided on the business case and its preparation and review, any communications with to from any of the Directors of Far North Holdings Limited or any of the Trustees of the Russell Wharf and Waterfront Trust or the Far North Mayor or any Councillor. For the purposes of this request 'communications' includes emails, letter, internal correspondence, briefings, file notes, and so on.

For more information about any of the Ministerial Servicing processes please visit <http://thelink/groups/Pages/ministerial-services.aspx>. If you have any further questions please contact Ministerial Services at [ministerialservices@mbie.govt.nz](mailto:ministerialservices@mbie.govt.nz)

Kind regards,  
 Jack  
 Ministerial Services

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