

AHURIRI HAPŪ
and
THE TRUSTEES OF THE MANA AHURIRI TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS

GENERAL MATTERS

TABLE OF CONTENTS

1	IMPLEMENTATION OF SETTLEMENT.....	1
2	INTEREST	2
3	TAX	3
4	NOTICE	8
5	MISCELLANEOUS.....	10
6	DEFINED TERMS	11
7	INTERPRETATION	22

1 IMPLEMENTATION OF SETTLEMENT

- 1.1 The governance entity must use best endeavours to ensure that every historical claim proceedings is discontinued –
 - 1.1.1 by the settlement date; or
 - 1.1.2 if not by the settlement date, as soon as practicable afterwards.
- 1.2 The Crown may, after the settlement date, do all or any of the following:
 - 1.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement:
 - 1.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement:
 - 1.2.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:
 - (a) terminating a historical claim proceedings:
 - (b) giving further effect to this deed, including achieving –
 - (i) certainty in relation to a party's rights and/or obligations; and/or
 - (ii) a final and durable settlement.
- 1.3 The Crown may cease, in relation to Ahuriri Hapū or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 Ahuriri Hapū and every representative entity must –
 - 1.4.1 support a bill referred to in paragraph 1.2.3; and
 - 1.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

GENERAL MATTERS

2 INTEREST

- 2.1 The Crown must pay interest on the financial and commercial redress amount to the governance entity on the settlement date.
- 2.2 Interest under paragraph 2.1 is payable –
- 2.2.1 on the financial and commercial redress amount for the period –
- (a) beginning on the date of the agreement in principle; and
 - (b) ending on the day before the day that the payment of the purchase price (by on-account deduction from the financial and commercial redress amount) for the early release commercial property is made; and
- 2.2.2 on \$18,798,000 (being the balance of the financial and commercial redress amount after the purchase of the early release commercial property), for the period –
- (a) beginning on the date of the payment of the purchase price for the early release commercial property; and
 - (b) ending on the day before the settlement date; and
- 2.2.3 at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.
- 2.3 The interest is –
- 2.3.1 subject to any tax payable in relation to it; and
- 2.3.2 payable after withholding any tax required by legislation to be withheld.
- 2.4 To avoid doubt, if clause 7.4 applies, paragraphs 2.2.1 and 2.2.2 will not apply, and interest under paragraph 2.1 will be payable on the financial and commercial redress amount for the period –
- 2.4.1 beginning on the date of the agreement in principle; and
- 2.4.2 ending on the day before the settlement date,
- but the balance of this part 2 will apply unamended.

3 TAX

INDEMNITY

- 3.1 The provision of Crown redress, or an indemnity payment, to the governance entity or the licensed land entity (as applicable) is not intended to be –
 - 3.1.1 a taxable supply for GST purposes; or
 - 3.1.2 assessable income for income tax purposes.
- 3.2 The Crown must, therefore, indemnify the governance entity or the licensed land entity (as applicable) for –
 - 3.2.1 any GST payable by the governance entity or the licensed land entity (as applicable) in respect of the provision of Crown redress or an indemnity payment; and
 - 3.2.2 any income tax payable by the governance entity as a result of any Crown redress, or an indemnity payment, being treated as assessable income of the governance entity or the licensed land entity (as applicable); and
 - 3.2.3 any reasonable cost or liability incurred by the governance entity or the licensed land entity (as applicable) in taking, at the Crown's direction, action –
 - (a) relating to an indemnity demand; or
 - (b) under paragraph 3.13 or paragraph 3.14.1(b).

LIMITS

- 3.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):
 - 3.3.1 interest paid under part 2:
 - 3.3.2 any of the following provided under the settlement documentation:
 - (a) amounts paid or distributed by the Crown Forestry Rental Trust in relation to the licensed land, including rental proceeds and interest on rental proceeds:
 - 3.3.3 the transfer of a deferred selection property or RFR land or the Hawke's Bay Airport shares under the settlement documentation:
 - 3.3.4 the governance entity's or the licensed land entity's (as applicable) –
 - (a) use of Crown redress or an indemnity payment; or

GENERAL MATTERS

3: TAX

(b) payment of costs, or any other amounts, in relation to Crown redress:

3.3.5 in respect of any provision of Crown redress from the licensed land entity to any other person or entity.

ACKNOWLEDGEMENTS

3.4 To avoid doubt, the parties acknowledge –

3.4.1 the Crown redress is provided –

(a) to settle the historical claims; and

(b) with no other consideration being provided; and

3.4.2 in particular, the following are not consideration for the Crown redress:

(a) an agreement under this deed to –

(i) enter into an encumbrance, or other obligation, in relation to Crown redress; or

(ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress:

(b) the performance of that agreement; and

3.4.3 nothing in this part is intended to imply that –

(a) the provision of Crown redress, or an indemnity payment, is –

(i) a taxable supply for GST purposes; or

(ii) assessable income for income tax purposes; or

(b) if the governance entity is a charitable trust, or other charitable entity, it receives –

(i) redress, assets, or rights other than for charitable purposes; or

(ii) income other than as exempt income for income tax purposes; and

3.4.4 the transfer of a deferred selection property or RFR land or the Hawke's Bay Airport shares under the settlement documentation is a taxable supply for GST purposes; and

GENERAL MATTERS

3: TAX

- 3.4.5 the governance entity and the licensed land entity are the only entities that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

CONSISTENT ACTIONS

- 3.5 None of the governance entity or the licensed land entity (as applicable), a person associated with either of the governance entity or the licensed land entity (as applicable), or the Crown will act in a manner that is inconsistent with this part 3.
- 3.6 In particular, each of the governance entity and the licensed land entity agree that –
- 3.6.1 from the settlement date, the governance entity or the licensed land entity (as applicable) will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and
- 3.6.2 neither the governance entity or the licensed land entity (as applicable), nor any person associated with it, will claim with respect to the provision of Crown redress, or an indemnity payment, –
- (a) an input credit for GST purposes; or
 - (b) a deduction for income tax purposes.

INDEMNITY DEMANDS

- 3.7 The governance entity or the licensed land entity (as applicable) and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the governance entity or the licensed land entity (as applicable) may be entitled to an indemnity payment.
- 3.8 An indemnity demand –
- 3.8.1 may be made at any time after the settlement date; but
- 3.8.2 must not be made more than 20 business days before the due date for payment of the tax, whether that date is –
- (a) specified in an assessment; or
 - (b) a date for the payment of provisional tax; or
 - (c) otherwise determined; and
- 3.8.3 must be accompanied by –
- (a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and

GENERAL MATTERS

3: TAX

- (b) if the demand relates to GST and the Crown requires, a GST tax invoice.

INDEMNITY PAYMENTS

- 3.9 If the governance entity or the licensed land entity (as applicable) is entitled to an indemnity payment, the Crown may make the payment to –
 - 3.9.1 the governance entity or the licensed land entity (as applicable); or
 - 3.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the governance entity or the licensed land entity (as applicable).
- 3.10 The governance entity or the licensed land entity (as applicable) must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of –
 - 3.10.1 the due date for payment of the tax; or
 - 3.10.2 the next business day after receiving the indemnity payment.

REPAYMENT

- 3.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the governance entity or the licensed land entity (as applicable) must promptly repay to the Crown any amount that –
 - 3.11.1 the Commissioner of Inland Revenue refunds or credits to the governance entity or the licensed land entity (as applicable); or
 - 3.11.2 the governance entity or the licensed land entity (as applicable) has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.
- 3.12 The governance entity or the licensed land entity (as applicable) has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 3.11.

RULINGS

- 3.13 The governance entity or the licensed land entity (as applicable) must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the provision of Crown redress.

CONTROL OF DISPUTES

- 3.14 If the governance entity or the licensed land entity (as applicable) is entitled to an indemnity payment, the Crown may –

GENERAL MATTERS

3: TAX

- 3.14.1 by notice to the governance entity or the licensed land entity (as applicable), require it to –
- (a) exercise a right to defer the payment of tax; and/or
 - (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, –
 - (i) a tax assessment; and/or
 - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or
- 3.14.2 nominate and instruct counsel on behalf of the governance entity or the licensed land entity (as applicable) whenever it exercises its rights under paragraph 3.14.1; and
- 3.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

DEFINITIONS

- 3.15 In this part, unless the context requires otherwise, –

provision, in relation to Crown redress, includes its payment, credit, transfer, vesting, making available, creation, or grant; and

use, in relation to Crown redress or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.

4 NOTICE

APPLICATION

- 4.1 Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 4.2 In particular, this part is subject to the provisions of part 7 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property, a deferred selection property, the early release commercial property, or the Hawke's Bay Airport shares.

REQUIREMENTS

- 4.3 A notice must be –
- 4.3.1 in writing; and
- 4.3.2 signed by the person giving it (but, if the governance entity is giving the notice, it is effective if not less than three trustees sign it); and
- 4.3.3 addressed to the recipient at its address, facsimile number, or email address as provided –
- (a) in paragraph 4.6; or
- (b) if the recipient has given notice of a new address, facsimile number, or email address, in the most recent notice of a change of address, facsimile number, or email address; and
- 4.3.4 given by –
- (a) personal delivery (including by courier) to the recipient's street address; or
- (b) sending it by pre-paid post addressed to the recipient's postal address; or
- (c) faxing it to the recipient's facsimile number; or
- (d) sending it by electronic mail to the recipient's email address.

TIMING

- 4.4 A notice is to be treated as having been received:
- 4.4.1 at the time of delivery, if personally delivered; or

GENERAL MATTERS

4: NOTICE

- 4.4.2 on the fourth day after posting, if posted; or
- 4.4.3 on the day of transmission, if faxed or sent by electronic mail.
- 4.5 However, if a notice is treated under paragraph 4.4 as having been received after 5pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

ADDRESSES

- 4.6 The address of –

- 4.6.1 Ahuriri Hapū and the governance entity is –

C/- Bannister & von Dadelszen
208 Warren Street North
PO Box 745
HASTINGS 4122

Facsimile No. 06 870 7827

Email address: bvond@bvond.co.nz

- 4.6.2 the Crown is –

C/- The Solicitor-General
Crown Law Office
Level 3
Justice Centre
19 Aitken Street
PO Box 2858
WELLINGTON 6011

Facsimile No. 04 473 3482

Email address: library@crownlaw.govt.nz

- 4.6.3 the licensed land entity is –

Kaweka Gwavas Forestry Company Limited
C/- Bannister & von Dadelszen
208 Warren Street North
PO Box 745
HASTINGS 4122

Facsimile No. 06 870 7827

Email address: bvond@bvond.co.nz

5 MISCELLANEOUS

AMENDMENTS

- 5.1 This deed may be amended only by written agreement signed by the governance entity and the Crown.

ENTIRE AGREEMENT

- 5.2 This deed, and each of the settlement documents, in relation to the matters in it, –
- 5.2.1 constitutes the entire agreement; and
 - 5.2.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

- 5.3 Paragraph 5.4 applies to rights and obligations under this deed or a settlement document.
- 5.4 Except as provided in this deed or a settlement document, a party –
- 5.4.1 may not transfer or assign its rights or obligations; and
 - 5.4.2 does not waive a right by –
 - (a) failing to exercise it; or
 - (b) delaying in exercising it; and
 - 5.4.3 is not precluded by a single or partial exercise of a right from exercising –
 - (a) that right again; or
 - (b) another right.

6 DEFINED TERMS

6.1 In this deed –

actual TSP settlement date means –

- (a) in relation to a transfer property, the date on which settlement of the property takes place; and
- (b) in relation to the Hawke's Bay Airport shares, the date on which settlement of the shares takes place; and

administering body has the meaning given to it by section 2(1) of the Reserves Act 1977; and

agreement in principle means the agreement in principle referred to in clause 1.52.2; and

Ahuriri Hapū has the meaning given to it by clause 9.6; and

Ahuriri Hapū values means the statement of Ahuriri Hapū values; and

Ahuriri Station means the property described in part 4 of the property redress schedule as Ahuriri Station; and

area of interest means the area identified as the area of interest in the attachments; and

assessable income has the meaning given to it by section YA 1 of the Income Tax Act 2007; and

attachments means the attachments to this deed, being the area of interest, the deed plans, the RFR land, SO 486367 for Te Muriwai o Te Whanga and the draft settlement bill; and

business day means a day that is not –

- (a) a Saturday or a Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, or Labour Day; or
- (c) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; or
- (d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or

GENERAL MATTERS

6: DEFINED TERMS

(e) a day that is observed as the anniversary of the province of –

(i) Wellington; or

(ii) Hawke's Bay; and

commercial redress property means –

(a) each property described in part 3 of the property redress schedule; and

(b) the early release commercial property, if clause 7.4 applies; and

Commissioner of Crown Lands has the same meaning as Commissioner in section 2 of the Land Act 1948; and

Commissioner of Inland Revenue includes, where applicable, the Inland Revenue Department; and

consent authority has the meaning given to it by section 2(1) of the Resource Management Act 1991; and

conservation area has the meaning given to it by section 2(1) of the Conservation Act 1987; and

conservation board means a board established under section 6L of the Conservation Act 1987; and

conservation management plan has the meaning given to it by section 12 of the draft settlement bill; and

conservation management strategy has the meaning given to it by section 12 of the draft settlement bill; and

constitution means the constitution of the licensed land entity (in the case of the different settlement date circumstance), substantially in the form in part 14 of the documents schedule and with such amendments as the parties may agree; and

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

Crown forestry assets has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

Crown forest land has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

Crown forestry licence –

GENERAL MATTERS

6: DEFINED TERMS

- (a) has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and
- (b) in relation to licensed land, means the licence described in relation to that land in part 3 of the property redress schedule; and

Crown Forestry Rental Trust means the trust established by the Crown forestry rental trust deed; and

Crown forestry rental trust deed means the trust deed made on 30 April 1990 establishing the Crown Forestry Rental Trust under section 34(1) of the Crown Forest Assets Act 1989; and

Crown minerals protocol means the Crown minerals protocol in the documents schedule; and

Crown redress –

- (a) means redress –
 - (i) provided by the Crown to the governance entity, or the licensed land entity (being, the licensed land only); or
 - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes the right of the governance entity under the settlement documentation –
 - (i) to acquire a deferred selection property; and
 - (ii) to acquire the Hawke's Bay Airport shares; and
 - (iii) of first refusal in relation to RFR land; and
 - (iv) of first refusal in relation to the Hawke's Bay Airport shares; and
- (c) includes any part of the Crown redress; and
- (d) does not include –
 - (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property, RFR land or the Hawke's Bay Airport shares; or
 - (ii) a deferred selection property, RFR land or the Hawke's Bay Airport shares; and

cultural redress means the redress provided by or under –

GENERAL MATTERS

6: DEFINED TERMS

(a) clauses 5.13 to 5.37 and 6.1 to 6.32; or

(b) the settlement legislation giving effect to any of those clauses; and

cultural redress property means each property described in schedule 3 of the draft settlement bill; and

date of this deed means the date this deed is signed by the parties; and

deed of recognition means each deed of recognition in the documents schedule; and

deed of settlement and **deed** means the main body of this deed, the schedules, and the attachments; and

deed plan means a deed plan in the attachments; and

deferred selection period means –

(a) in the case of a deferred selection property, each period starting on the settlement date and lasting for the period of time specified for each property under the heading “Deferred selection period” in the tables set out in part 4 of the property redress schedule; and

(b) in the case of the Hawke’s Bay Airport shares, the period of two years commencing from the settlement date; and

deferred selection property means each property described in part 4 of the property redress schedule; and

Director-General of Conservation has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

documents schedule means the documents schedule to this deed; and

draft settlement bill means the draft settlement bill in the attachments; and

early release commercial property means the property described in part 3A of the property redress schedule; and

eligible member of Ahuriri Hapū means a member of Ahuriri Hapū who on 21 August 2015 was –

(a) aged 18 years or over; and

(b) registered on the register of members of Ahuriri Hapū kept by Mana Ahuriri Incorporated for the purpose of voting on –

(i) the ratification, and signing, of this deed; and

GENERAL MATTERS

6: DEFINED TERMS

- (ii) the approval of the governance entity and, where applicable, the licensed land entity to receive the redress; and

encumbrance, in relation to a property, means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right or obligation, affecting that property; and

Environment Court means the court referred to in section 247 of the Resource Management Act 1991; and

financial and commercial redress means the redress provided by or under –

- (a) clauses 7.1 to 7.19;
- (b) the settlement legislation giving effect to any of those clauses; and

financial and commercial redress amount means the amount referred to in clause 7.1 as the financial and commercial redress amount; and

general matters schedule means this schedule; and

governance entity means, subject to clause 7.5.3, the trustees for the time being of the Mana Ahuriri Trust, in their capacity as trustees of that trust; and

GST –

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

Hawke's Bay Airport shares means all the shares held by the Crown in Hawke's Bay Airport Limited, being those shares subject to the rights provided in clauses 7.18 and 7.19 and in the deed of grant of right of first refusal in part 12 of the documents schedule; and

Heretaunga Tamatea deed of settlement means a deed between the Crown and Heretaunga Tamatea, and any other person or persons, settling the historical claims of Heretaunga Tamatea that contains the same terms and conditions in relation to the licensed land as are contained in this deed; and

Heretaunga Tamatea settlement date means the settlement date under the Heretaunga Tamatea settlement legislation; and

Heretaunga Tamatea settlement bill means the bill containing legislation giving effect to the Heretaunga Tamatea deed of settlement; and

GENERAL MATTERS

6: DEFINED TERMS

Heritage New Zealand Pouhere Taonga means the Crown entity established by section 9 of the Heritage New Zealand Pouhere Taonga Act 2014; and

historical claim proceedings means an historical claim made in any court, tribunal, or other judicial body; and

historical claims has the meaning given to it by clauses 9.2 to 9.4; and

income tax means income tax imposed under the Income Tax Act 2007 and includes, for the purposes of part 3 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of income tax; and

indemnity demand means a demand made by the governance entity to the Crown under part 3 of this schedule for an indemnity payment; and

indemnity payment means a payment made by the Crown under part 3 of this schedule; and

land holding agency, in relation to, –

- (a) a cultural redress property, means –
 - (i) Ministry of Justice (Office of Treaty Settlements), in relation to Pakake; and
 - (ii) Department of Conservation, in relation to all other cultural redress properties; and
- (b) a commercial redress property, or a deferred selection property, means the department specified opposite that property in part 3 or part 3A, if clause 7.4 applies, or part 4, as the case may be, of the property redress schedule; and
- (c) the early release commercial property means the department specified opposite that property in part 3A of the property redress schedule; and

licensed land –

- (a) means each property described in part 3 of the property redress schedule as licensed land; but
- (b) excludes –
 - (i) all trees growing, standing, or lying on the land; and
 - (ii) all improvements that have been acquired by a purchaser of trees on the land or made, after the acquisition of the trees by the purchaser, or by the licensee; and

licensed land entity means Kaweka Gwavas Forestry Company Limited; and

GENERAL MATTERS

6: DEFINED TERMS

LINZ means Land Information New Zealand; and

main body of this deed means all of this deed, other than the schedules and attachments; and

Mana Ahuriri Incorporated means the society of the same name incorporated on 6 April 2009 under the Incorporated Societies Act 1908, and which the Crown has recognised to hold the mandate to represent Ahuriri Hapū in negotiations to settle the historical claims as set out in the Terms of Negotiation between Mana Ahuriri Incorporated and the Crown signed on 22 June 2010; and

Mana Ahuriri Trust means the trust established by trust deed dated 25 September 2016 called the Mana Ahuriri Trust trust deed acting by and through the trustees of that trust; and

member of Ahuriri Hapū means an individual referred to in clause 9.6.1; and

Minister means a Minister of the Crown; and

month means a calendar month; and

national park management plan has the meaning given to it by section 12 of the draft settlement bill; and

New Zealand Conservation Authority means the authority established under section 6A of the Conservation Act 1987; and

notice means a notice given under part 4 of this schedule, or any other applicable provisions of this deed, and **notify** has a corresponding meaning; and

overlay area means each area referred to in clause 6.1.1; and

overlay classification has the meaning given to it by section 46 of the draft settlement bill; and

party means each of the following:

- (a) Ahuriri Hapū;
- (b) the governance entity;
- (c) the Crown; and

person includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

property redress schedule means the property redress schedule to this deed; and

GENERAL MATTERS

6: DEFINED TERMS

protection principles means the protection principles in the documents schedule; and

protocol means a protocol issued under clause 6.8 and the settlement legislation; and

purchased deferred selection property means each deferred selection property in relation to which the governance entity and the Crown are to be treated under paragraph 5.4 of the property redress schedule as having entered into an agreement for its sale and purchase; and

redress means –

- (a) the acknowledgements and the apology made by the Crown under clauses 3.1-3.21; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and
- (d) the early release commercial property; and

redress property means –

- (a) each cultural redress property; and
- (a) each commercial redress property; and

relevant consent authority for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area; and

rental proceeds has the meaning given to it by the Crown forestry rental trust deed; and

representative entity means –

- (a) the governance entity; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
 - (i) the collective group referred to in clause 9.6.1; or
 - (ii) any one or more members of Ahuriri Hapū; or
 - (iii) any one or more of the whānau, hapū, or groups of individuals referred to in clause 9.6.2; and

resource consent has the meaning given to it by section 2(1) of the Resource Management Act 1991; and

GENERAL MATTERS

6: DEFINED TERMS

responsible Minister has the meaning given to it by section 26 of the draft settlement bill; and

resumptive memorial means a memorial entered on a certificate of title or computer register under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986;
- (b) 211 of the Education Act 1989;
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

RFR land means land listed in the attachments as RFR land that, on the settlement date, –

- (a) is vested in the Crown; or
- (b) the fee simple for which is held by the Crown; and

schedules means the schedules to this deed, being the general matters schedule, the property redress schedule, and the documents schedule; and

settlement means the settlement of the historical claims under this deed and the settlement legislation; and

settlement date means the date that is 40 business days after the date on which the settlement legislation comes into force; and

settlement document means a document entered into to give effect to this deed; and

settlement documentation means this deed and the settlement legislation; and

settlement legislation means, if the bill proposed by the Crown for introduction to the House of Representatives is passed, the resulting Act; and

shareholders' agreement and trust deed means the trust deed to be entered into by the Crown, the governance entity and the licensed land entity in accordance with clause 7.11 (in the case of the different settlement date circumstance), to be substantially in the form in part 15 of the documents schedule and with such amendments as the parties may agree; and

statement of association means each statement of association in the documents schedule; and

statement of Ahuriri Hapū values means, in relation to each overlay classification site, the statement –

GENERAL MATTERS

6: DEFINED TERMS

- (a) made by Ahuriri Hapū of their values relating to their cultural, spiritual, historical, and traditional association with the site; and
- (b) that is in the form set out in part 1 of the documents schedule at the settlement date; and

statutory acknowledgment has the meaning given to it by section 32 of the draft settlement bill; and

taonga tūturu protocol means the taonga tūturu protocol in the documents schedule; and

tax includes income tax and GST; and

taxable activity has the meaning given to it by section 6 of the Goods and Services Tax Act 1985; and

taxable supply has the meaning given to it by section 2 of the Goods and Services Tax Act 1985; and

tax indemnity means an indemnity given by the Crown under part 3 of this schedule; and

terms of negotiation means the terms of negotiation referred to in clause 1.52.1; and

transfer value, in relation to –

- (a) a commercial redress property, means the transfer value provided in part 3 of the property redress schedule in relation to that property which, in the case of the licensed land, is the portion of the value of the licensed land, attributed to Ahuriri Hapū; and
- (b) the early release commercial property, means the transfer value provided in clause 7.1.1 in relation to that property; and
- (c) a deferred selection property or the Hawke's Bay Airport shares, has the meaning given to it in part 8 of the property redress schedule; and

Treaty of Waitangi means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

trustees of the Mana Ahuriri Trust means the trustees from time to time of that trust; and

unlicensed land means the land described in part 4 of the property redress schedule as unlicensed land; and

GENERAL MATTERS

6: DEFINED TERMS

vesting, in relation to a cultural redress property, means its vesting under the settlement legislation; and

Waitangi Tribunal means the tribunal established by section 4 of the Treaty of Waitangi Act 1975; and

writing means representation in a visible form and on a tangible medium (such as print on paper).

7 INTERPRETATION

- 7.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 7.2 Headings do not affect the interpretation.
- 7.3 A term defined by –
- 7.3.1 this deed has the meaning given to it by this deed; and
 - 7.3.2 the draft settlement bill, but not by this deed, has the meaning given to it by that bill, where used in this deed.
- 7.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 7.5 The singular includes the plural and vice versa.
- 7.6 One gender includes the other genders.
- 7.7 Any monetary amount is in New Zealand currency.
- 7.8 Time is New Zealand time.
- 7.9 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 7.10 A period of time specified as –
- 7.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
 - 7.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
 - 7.10.3 ending by, on, at, with, or not later than, a specified day, act, or event includes that day or the day of the act or event; or
 - 7.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
 - 7.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 7.11 A reference to –

GENERAL MATTERS

7: INTERPRETATION

- 7.11.1 an agreement or document, including this deed or a document in the documents schedule, means that agreement or that document as amended, novated, or replaced; and
 - 7.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and
 - 7.11.3 a party includes a permitted successor of that party; and
 - 7.11.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 7.12 An agreement by two or more persons binds them jointly and severally.
- 7.13 If the Crown must endeavour to do something or achieve some result, the Crown –
- 7.13.1 must use reasonable endeavours to do that thing or achieve that result; but
 - 7.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 7.14 Provisions in –
- 7.14.1 the main body of this deed are referred to as clauses; and
 - 7.14.2 the property redress, and general matters, schedules are referred to as paragraphs; and
 - 7.14.3 the documents in the documents schedule are referred to as clauses; and
 - 7.14.4 the draft settlement bill are referred to as sections.
- 7.15 If there is a conflict between a provision that is –
- 7.15.1 in the main body of this deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails; and
 - 7.15.2 in English and a corresponding provision in Māori, the provision in English prevails.
- 7.16 The deed plans in the attachments that are referred to in the overlay classification and the statutory acknowledgement indicate the general locations of the relevant sites and areas but not their precise boundaries.
- 7.17 The deed plans in the attachments that show the cultural redress properties indicate the general locations of the relevant properties but are for information purposes only and do not show their precise boundaries. The legal descriptions for the cultural redress properties are shown in schedule 3 of the draft settlement bill.