

**NGĀITAKOTO**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
GENERAL MATTERS**

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**TABLE OF CONTENTS**

1 IMPLEMENTATION OF SETTLEMENT ..... 2  
2 TAX ..... 3  
3 NOTICE..... 7  
4 MISCELLANEOUS..... 9  
5 DEFINED TERMS ..... 10  
6 INTERPRETATION ..... 22

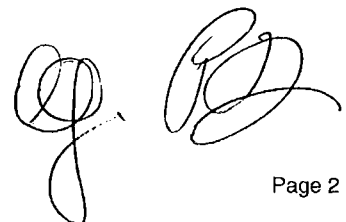
## 1 IMPLEMENTATION OF SETTLEMENT

### IMPLEMENTATION

- 1.1 Te Rūnanga o NgāiTakoto trustees must use their 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; and
  - 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 an 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 NgāiTakoto or a representative entity, any land bank arrangements, except to the extent necessary to comply with its obligations under this deed.
- 1.4 NgāiTakoto and Te Rūnanga o NgāiTakoto trustees must:
- 1.4.1 support a bill that they are satisfied meets the requirements of paragraph 1.2.3; and
  - 1.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

### CERTAIN CULTURAL REDRESS NON-EXCLUSIVE

- 1.5 The Crown may do anything that is consistent with the provision of the cultural redress (including the protocols and the statutory acknowledgements) including entering into and giving effect to another settlement that provides for the same or similar cultural redress.



## 2 TAX

### INDEMNITY

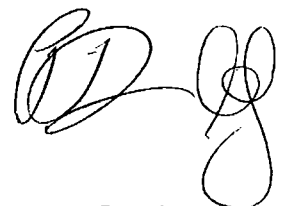
- 2.1 The provision of Crown redress, or an indemnity payment, to Te Rūnanga o NgāiTakoto trustees is not intended to be:
- 2.1.1 a taxable supply for GST purposes; or
  - 2.1.2 assessable income for income tax purposes.
- 2.2 The Crown must, therefore, indemnify Te Rūnanga o NgāiTakoto trustees for:
- 2.2.1 any GST payable by Te Rūnanga o NgāiTakoto trustees in respect of the provision of Crown redress or an indemnity payment; and
  - 2.2.2 any income tax payable by Te Rūnanga o NgāiTakoto trustees as a result of any Crown redress, or an indemnity payment, being treated as assessable income of Te Rūnanga o NgāiTakoto trustees; and
  - 2.2.3 any reasonable cost or liability incurred by Te Rūnanga o NgāiTakoto trustees in taking, at the Crown's direction, action:
    - (a) relating to an indemnity demand; or
    - (b) under paragraph 2.13 or paragraph 2.14.1(b).

### LIMITS

- 2.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):
- 2.3.1 interest paid under clauses 11.2 to 11.6;
  - 2.3.2 any amounts paid or distributed by the Crown forestry rental trust in relation to the licensed land, including rental proceeds and interest on rental proceeds;
  - 2.3.3 the transfer of a deferred selection property or RFR land under the settlement documentation;
  - 2.3.4 Te Rūnanga o NgāiTakoto trustees':
    - (a) use of Crown redress or an indemnity payment; and
    - (b) payment of costs, or any other amounts, in relation to Crown redress.

### ACKNOWLEDGEMENTS

- 2.4 To avoid doubt, the parties acknowledge:
- 2.4.1 the Crown redress is provided:
    - (a) to settle the historical claims; and



**NGĀITAKOTO DEED OF SETTLEMENT  
GENERAL MATTERS**


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**2: TAX**

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- (b) with no other consideration being provided; and
- 2.4.2 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
- 2.4.3 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 Te Rūnanga o NgāiTakoto 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
- 2.4.4 the transfer of a deferred selection property or RFR land under the settlement documentation is a taxable supply for GST purposes; and
- 2.4.5 Te Rūnanga o NgāiTakoto is the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

**CONSISTENT ACTIONS**

- 2.5 None of the Te Rūnanga o NgāiTakoto trustees, a person associated with Te Rūnanga o NgāiTakoto or the Crown will act in a manner that is inconsistent with this part 2.
- 2.6 In particular, the Te Rūnanga o NgāiTakoto trustees agree that:
- 2.6.1 from the settlement date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and
  - 2.6.2 neither it, 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.



2: TAX

**INDEMNITY DEMANDS**

- 2.7 The Te Rūnanga o NgāiTakoto trustees and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the Te Rūnanga o NgāiTakoto trustees may be entitled to an indemnity payment.
- 2.8 An indemnity demand:
- 2.8.1 may be made at any time after the settlement date; but
- 2.8.2 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
- 2.8.3 must be accompanied by:
- (a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and
  - (b) if the demand relates to GST and the Crown requires, a GST tax invoice.

**INDEMNITY PAYMENTS**

- 2.9 If Te Rūnanga o NgāiTakoto trustees are entitled to an indemnity payment, the Crown may make the payment to:
- 2.9.1 Te Rūnanga o NgāiTakoto trustees; or
- 2.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, Te Rūnanga o NgāiTakoto trustees.
- 2.10 Te Rūnanga o NgāiTakoto trustees must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of:
- 2.10.1 the due date for payment of the tax; or
- 2.10.2 the next business day after receiving the indemnity payment.

**REPAYMENT**

- 2.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, Te Rūnanga o NgāiTakoto trustees must promptly repay to the Crown any amount that:
- 2.11.1 the Commissioner of Inland Revenue refunds or credits to Te Rūnanga o NgāiTakoto trustees; or
- 2.11.2 Te Rūnanga o NgāiTakoto trustees have received but have not paid, and are not required to pay, to the Commissioner of Inland Revenue.



2: TAX

- 2.12 Te Rūnanga o NgāiTakoto trustees have no right of set-off or counterclaim in relation to an amount payable by it under paragraph 2.11.

**RULINGS**

- 2.13 Te Rūnanga o NgāiTakoto trustees 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**

- 2.14 If Te Rūnanga o NgāiTakoto trustees are entitled to an indemnity payment, the Crown may:

2.14.1 by notice to Te Rūnanga o NgāiTakoto trustees, require them 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

2.14.2 nominate and instruct counsel on behalf of Te Rūnanga o NgāiTakoto trustees whenever they exercise their rights under paragraph 2.14.1; and

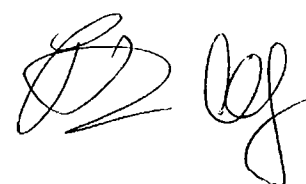
2.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

**DEFINITIONS**

- 2.15 In this part, unless the context requires otherwise:

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

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



### 3 NOTICE

#### APPLICATION

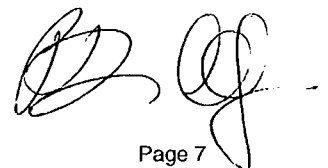
- 3.1 Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 3.2 In particular, this part is subject to the provisions of part 7 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property.

#### REQUIREMENTS

- 3.3 A notice must be:
- 3.3.1 in writing; and
  - 3.3.2 signed by the person giving it (but, if Te Rūnanga o Ngāi Takoto trustees are giving the notice, it is effective if not less than three trustees sign it); and
  - 3.3.3 addressed to the recipient at its address or facsimile number as provided:
    - (a) in paragraph 3.6; or
    - (b) if the recipient has given notice of a new address or facsimile number, in the most recent notice of a change of address or facsimile number; and
  - 3.3.4 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.

#### TIMING

- 3.4 A notice is to be treated as having been received:
- 3.4.1 at the time of delivery, if personally delivered; or
  - 3.4.2 on the second day after posting, if posted; or
  - 3.4.3 at the time of transmission, if faxed.
- 3.5 However, if a notice is treated under paragraph 3.4 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.



Page 7



3: NOTICE

**ADDRESSES**

3.6 The address of:

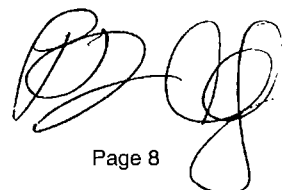
3.6.1 NgāiTakoto and Te Rūnanga o NgāiTakoto is:

16 Matthews Avenue  
Melba Street  
Kaitaia 0410

3.6.2 the Crown is:

C/- The Solicitor-General  
Crown Law Office  
Level 10  
Unisys House  
56 The Terrace  
PO Box 2858  
Wellington 6011

Facsimile No. 04 473 3482



Page 8

## 4 MISCELLANEOUS

### AMENDMENTS

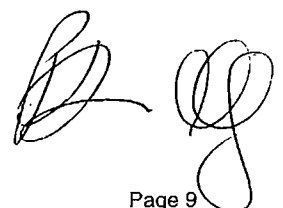
- 4.1 This deed may be amended only by written agreement signed by Te Rūnanga o NgāiTakoto trustees and the Crown.

### ENTIRE AGREEMENT

- 4.2 This deed, and each of the settlement documents, in relation to the matters in it:
- 4.2.1 constitutes the entire agreement; and
  - 4.2.2 supersedes all earlier representations, understandings and agreements.

### NO ASSIGNMENT OR WAIVER

- 4.3 Paragraph 4.4 applies to rights and obligations under this deed or a settlement document.
- 4.4 Except as provided in this deed or a settlement document, a party:
- 4.4.1 may not transfer or assign its rights or obligations; and
  - 4.4.2 does not waive a right by:
    - (a) failing to exercise it; or
    - (b) delaying in exercising it; and
  - 4.4.3 is not precluded by a single or partial exercise of a right from exercising:
    - (a) that right again; or
    - (b) another right.



## 5 DEFINED TERMS

5.1 In this deed:

**accumulated rentals** means the rental proceeds which have accumulated since the commencement of the Crown forestry licence for the Aupouri Forest; and

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

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

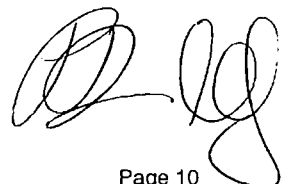
**assessable income** has the meaning given to it by section YA 1 of the Income Tax Act 2007; and

**attachments** means the attachments to this deed, being the area of interest, the deed plans, the RFR land, the School House site deed plans, Te Oneroa-a-Tōhē Management Area, Central and South Conservation Areas plan and Sweetwater Station; and

**Aupouri Forest** means that land described and held in computer interest register NA100A/1; and

**authorised person** means:

- (a) in relation to a cultural redress property, means:
- (i) Land Information New Zealand, in relation to:
    - 1. Bed of Lake Rotokawau;
    - 2. Bed of Lake Ngakapua;
    - 3. Bed of Lake Katavich;
    - 4. Bed of Lake Waiparera; and
    - 5. Hukatere site A;
  - (ii) Office of Treaty Settlements, in relation to:
    - 1. Tangonge site;
    - 2. Beach site A;
    - 3. Beach site B; and
    - 4. Beach site C;



**NGĀITAKOTO DEED OF SETTLEMENT  
GENERAL MATTERS**

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**5: DEFINED TERMS**

- (iii) Department of Conservation, in relation to all other cultural redress properties; and
- (b) in relation to a commercial redress property or a deferred selection property, means the department specified opposite that property in parts 3 or 4 of the property redress schedule; and

**balance RFR land** has the meaning given to it in paragraph 16.2.1 of the legislative matters schedule; 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) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (d) a day that is observed as the anniversary of the province of:
  - (i) Wellington; or
  - (ii) Auckland; and

**commercial redress property** means:

- (a) each property described in table 1 of part 3 of the property redress schedule; and
- (b) if clause 9.8 applies, also means each property described in table 2 of part 3 of the property redress schedule; 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

**Corner Mathews Avenue and Melba Street** means that commercial redress property with that name described in part 3 of the property redress schedule; and

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

**Crown body** has the meaning given to it by paragraph 16.2.2 of the legislative matters schedule; 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:**

- (a) has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989;

**NGĀITAKOTO DEED OF SETTLEMENT  
GENERAL MATTERS**

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**5: DEFINED TERMS**

- (b) in relation to the Peninsula Block, means the licence described in relation to that land in part 3 of the property redress schedule; and
- (c) in relation to the cultural forest land properties, means the licence described in paragraph 15.2.4 of the legislative matters 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 redress:**

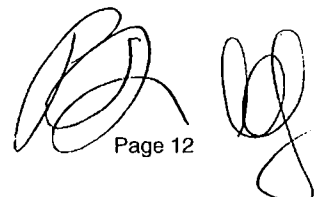
- (a) means redress:
  - (i) provided by the Crown to Te Rūnanga o NgāiTakoto trustees; or
  - (ii) vested by the settlement legislation in Te Rūnanga o NgāiTakoto trustees that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes:
  - (i) the right of Te Rūnanga o NgāiTakoto trustees to acquire a deferred selection property under the settlement documentation; and
  - (ii) the right of first refusal of Te Rūnanga o NgāiTakoto trustees in relation to RFR land under the settlement documentation; 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 or RFR land; or
  - (ii) a deferred selection property or RFR land; or
  - (iii) any on-account payment made before the date of this deed or to entities other than Te Rūnanga o NgāiTakoto trustees; and

**cultural forest land properties** has the meaning given to it in paragraph 15.2.3 of the legislative matters schedule; and

**cultural redress** means the redress provided under parts 5 to 8 and the settlement legislation giving effect to those parts; and

**cultural redress property** means each property described in paragraph 11.2.1 of the legislative matters schedule; and

**culture and heritage protocol** means the culture and heritage protocol in the documents schedule; and

  
Page 12

**NGĀITAKOTO DEED OF SETTLEMENT  
GENERAL MATTERS**

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**5: DEFINED TERMS**

**Dairy 2 North** means that commercial redress property with that name described in part 3 of the property redress schedule; and

**date of this deed** means the date this deed is signed by the parties; 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 six (6) months from and after the DSP commencement date; and

**deferred selection property** means each property listed in table 1 in part 4 of the property redress schedule; and

**documents schedule** means the documents schedule to this deed; and

**draft settlement bill** means the draft settlement bill proposed for introduction under clause 10.1; and

**DSP commencement date** means the earlier of:

- (a) the date being 30 months from and after the settlement date for the first participating DSP settled iwi; or
- (b) the date being the settlement date for the last participating DSP settled iwi; and

**DSP School House site** means the property described in table 2 of part 4 of the property redress schedule as Kaitaia College School House site; and

**effective date** means the date that is six months after the settlement date; and

**eligible member of NgāiTakoto** means a member of NgāiTakoto (as a descendant of Tuwhakaterere) who on 5 April 2012 was:

- (a) aged 16 years or over; and
- (b) registered on the register of members of NgāiTakoto kept by NgāiTakoto A Iwi Research Unit Trust for the purpose of voting on:
  - (i) the ratification, and signing, of this deed; and
  - (ii) approval of Te Rūnanga o NgāiTakoto trustees 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 under clauses 9.1 to 9.29 and the settlement legislation giving effect to any of those clauses; and

**NGĀITAKOTO DEED OF SETTLEMENT  
GENERAL MATTERS**

---

**5: DEFINED TERMS**

**financial and commercial redress amount** means the amount referred to in clause 9.1 as the financial and commercial redress amount; and

**fisheries protocol** means the fisheries protocol in the documents schedule; and

**general matters schedule** means this schedule; and

**governance entity** means the trustees for the time being of Te Rūnanga o NgāiTakoto, 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 2 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; 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 11.7 to 11.9; and

**income tax** means income tax imposed under the Income Tax Act 2007 and includes, for the purposes of part 2 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 Te Rūnanga o NgāiTakoto trustees to the Crown under part 2 of this schedule for an indemnity payment; and

**indemnity payment** means a payment made by the Crown to Te Rūnanga o NgāiTakoto trustees under part 2 of this schedule; and

**joint licensor governance entities** means, in relation to the Peninsula Block, Te Rūnanga o NgāiTakoto trustees and those entities specified in the relevant column in the table in part 3 of the property redress schedule, being:

(a) Te Rūnanga o Te Rarawa trustees;

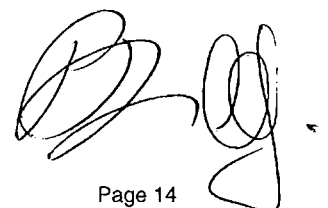
(b) Te Rūnanga Nui o Te Aupōuri trustees; and

(c) the Ngāti Kuri governance entity; and

**jointly vested site** has the meaning given to it in paragraph 11.2.2 of the legislative matters schedule; and

**Kaitaia Nurses Home** means that commercial redress property with that name described in part 3 of the property redress schedule; and

**korowai** has the meaning given to it in clause 6.9; and



NGĀITAKOTO DEED OF SETTLEMENT  
GENERAL MATTERS

---

5: DEFINED TERMS

**land holding agency:**

- (a) in relation to a cultural redress property, means:
- (i) Land Information New Zealand, in relation to:
    - 1. Bed of Lake Rotokawau;
    - 2. Bed of Lake Ngakapua;
    - 3. Bed of Lake Katavich;
    - 4. Bed of Lake Waiparera; and
    - 5. Hukatere site A;
  - (ii) Office of Treaty Settlements, in relation to:
    - 6. Tangonge site;
    - 7. Beach site A;
    - 8. Beach site B (as to part); and
    - 9. Beach site C;
  - (iii) Department of Conservation, in relation to all other cultural redress properties;
- (b) in relation to a commercial redress property or a deferred selection property, means the department specified opposite that property in parts 3 or 4 of the property redress schedule; and

**legislative matters schedule** means the legislative matters schedule to this deed; and

**LINZ** means Land Information New Zealand; and

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

**management agreement** means the management agreement for the Peninsula Block referred to in clause 9.14; and

**mandated negotiators** means the individuals identified as the mandated negotiators by clause 11.11; and

**member of NgāiTakoto** means an individual referred to in clause 11.10; and

**Minister** means a Minister of the Crown; and

**month** means a calendar month; and

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

**New Zealand Historic Places Trust (Pouhere Taonga)** means the trust continued by section 38 of the Historic Places Act 1993; and



**NGĀITAKOTO DEED OF SETTLEMENT  
GENERAL MATTERS**

---

**5: DEFINED TERMS**

**NgāiTakoto** has the meaning given to it by clause 11.9; and

**NgāiTakoto a Iwi Research Unit Trust** means the charitable trust registered with that name on 24 May 2009; and

**Ngāti Kahu governance entity** means the entity to be established as the governance entity for Ngāti Kahu; and

**Ngāti Kuri governance entity** means the entity to be established as the governance entity for Ngāti Kuri; and

**notice** means a notice given under part 3 of this schedule, or any other applicable provisions of this deed, and **notify** has a corresponding meaning; and

**on-account payment** means the amount paid by the Crown on account of the settlement referred to in clause 9.2; and

**participating DSP iwi** means NgāiTakoto, Te Rarawa and Ngāti Kahu; and

**participating DSP settled iwi** means those participating DSP iwi who have had settlement legislation passed settling their historical Treaty of Waitangi claims; and

**party** means each of the following:

- (a) NgāiTakoto;
- (b) the Crown; and

**Peninsula Block** has the meaning given to it in paragraph 15.2.5 of the legislative matters schedule; and

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

**post-settlement governance entity** means the entity to receive redress under a historical Treaty settlement between the Crown and the relevant iwi (and **governance entity** has the same meaning); and

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

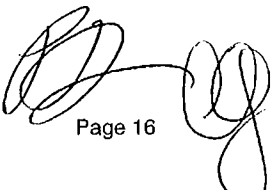
**protocol** means a protocol issued under clause 8.8 and the settlement legislation; and

**protocol with the Minister of Energy and Resources** means the protocol with the Minister of Energy and Resources in the documents schedule; and

**purchased deferred selection property** means each deferred selection property in relation to which Te Rūnanga o NgāiTakoto trustees or another participating DSP settled iwi 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 to 3.13; and

  
Page 16

**NGĀITAKOTO DEED OF SETTLEMENT  
GENERAL MATTERS**

---

**5: DEFINED TERMS**

(b) the cultural redress; and

(c) the financial and commercial redress; and

**redress property** means each cultural redress property and each commercial redress property; and

**Registrar-General of Land** means the Registrar-General of Land referred to in section 4(1) of the Land Transfer Act 1952; and

**related school site** means:

(a) in respect of a School House site, the commercial redress property referred to in the description of the School House site in table 2 of part 3 of the property redress schedule; and

(b) in respect of a DSP School House site, the deferred selection property referred to in the description of the DSP School House site in table 2 of part 4 of the property redress schedule; 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) Te Rūnanga o NgāiTakoto trustees; and

(b) a person (including any trustee or trustees) acting for or on behalf of:

(i) the collective group referred to in clause 11.9.1; or

(ii) any one or more members of NgāiTakoto; or

(iii) any one or more of the whānau, hapū, or groups of individuals referred to in clause 11.9.2; and

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

**responsible Minister** means, as the case may be, one of the following Ministers:

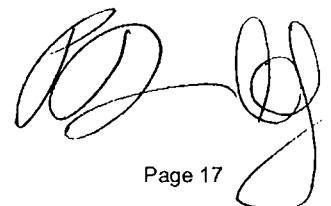
(a) the Minister for Primary Industries

(b) the Minister for Arts, Culture and Heritage; and

(c) the Minister of Energy and Resources; 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;



5: DEFINED TERMS

(b) 211 of the Education Act 1989; and

(c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

**RFR land** has the meaning given to it by paragraph 16.2.13 of the legislative matters schedule; and

**RFR period** has the meaning given to it in paragraph 16.2.15 of the legislative matters schedule;

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

**School House site** means each property described in table 2 of part 3 of the property redress schedule as a School House site; and

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

**settlement date** means:

(a) the date that is 20 business days after the date on which the settlement legislation comes into force in respect of:

(i) the amount payable by the Crown under clause 9.1; and

(ii) interest on the amounts referred to in clause 11.2.1 and 11.2.2; and

(b) the date that is 60 business days after the date on which the settlement legislation comes into force in respect of:

(i) all remaining redress; and

(ii) interest on the amount referred to in clause 11.2.3; 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 under clause 10.1 is passed, the resulting Act; and

**settlement property** means:

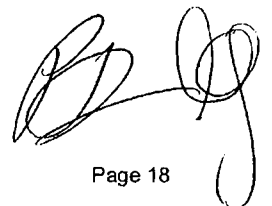
(a) each cultural redress property;

(b) each commercial redress property; and

(c) all RFR land; and

**shared RFR land** has the meaning given to it in paragraph 16.2.16 of the legislative matters schedule; and

**Social Accord** has the meaning given to it in clause 7.1; and



NGĀITAKOTO DEED OF SETTLEMENT  
GENERAL MATTERS

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5: DEFINED TERMS

**Social Accord** has the meaning given to it in clause 7.1; and

**specified share** means an undivided share of the fee simple estate of the Peninsula Block as tenants in common as specified in the relevant column in part 3 of the property redress schedule; and

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

**statutory acknowledgements** means the acknowledgements to be made by the Crown in the settlement legislation as provided for in part 7 of the legislative matters schedule; and

**Sweetwater 20 hectare shared area** means that commercial redress property with that name described in part 3 of the property redress 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

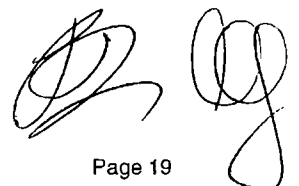
**tax indemnity** means an indemnity given by the Crown under part 2 of this schedule; and

**tax legislation** means legislation that imposes, or provides for the administration of, tax; and

**Te Hiku agreement in principle** means the agreement in principle dated 16 January 2010; and

**Te Hiku o Te Ika iwi:**

- (a) in part 7 of the deed and part 1 of the documents schedule (relating to the Social Accord), means each of the following iwi or, as the context requires, the post-settlement governance entity for each iwi:
- (i) Ngāi Takoto;
  - (ii) Te Rarawa;
  - (iii) Te Aupōuri;
  - (iv) Ngāti Kuri; and
  - (v) Ngāti Kahu, in the event that Ngāti Kahu become a party to the Social Accord; and



**NGĀITAKOTO DEED OF SETTLEMENT  
GENERAL MATTERS**

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**5: DEFINED TERMS**

- (b) in part 16 of the legislative matters schedule (relating to the RFR), has the meaning given to it in paragraph 16.2.18 of that schedule, being each of Te Aupōuri, NgāiTakoto, Ngāti Kahu, Ngāti Kuri and Te Rarawa; and
- (c) in all other cases (including in respect of the korowai and Te Oneroa-a-Tōhē redress) means, subject to necessary modification as the context requires, each of the following iwi (or the post-settlement governance entity for each iwi where appropriate):
- (i) Te Rarawa;
  - (ii) Te Aupōuri;
  - (iii) NgāiTakoto;
  - (iv) Ngāti Kuri; and
  - (v) Ngāti Kahu; and

**Te Rūnanga Nui o Te Aupōuri Trust** means the trust known by that name and established by a trust deed dated 11 September 2005 and amended by further trust deed dated 31 January 2011; and

**Te Rūnanga Nui o Te Aupōuri trustees** means the trustees from time to time of Te Rūnanga Nui o Te Aupōuri Trust acting in their capacity as trustees of Te Rūnanga Nui o Te Aupōuri Trust; and

**Te Rūnanga o NgāiTakoto** means the trust known by that name and established by a trust deed;

**Te Rūnanga o NgāiTakoto trustees** means the trustees from time to time of Te Rūnanga o NgāiTakoto acting in their capacity as trustees of Te Rūnanga o NgāiTakoto; and

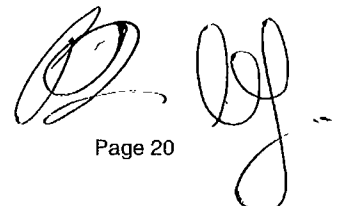
**Te Rūnanga o Te Rarawa** means the trust known by that name and established by a trust deed being the entity to be established as the governance entity for Te Rarawa; and

**Te Rūnanga o Te Rarawa trustees** means the trustees from time to time of Te Rūnanga o Te Rarawa acting in their capacity as trustees of Te Rūnanga o Te Rarawa; and

**Te Tiriti o Waitangi / Treaty of Waitangi** means Te Tiriti o Waitangi / Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

**transfer value**, in relation to:

- (a) a commercial redress property and a School House site, means the transfer value provided in part 3 of the property redress schedule in relation to that property; and
- (b) a deferred selection property means the transfer value determined or agreed in accordance with part 5 of the property redress schedule; and

  
Page 20

NGĀITAKOTO DEED OF SETTLEMENT  
GENERAL MATTERS

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5: DEFINED TERMS

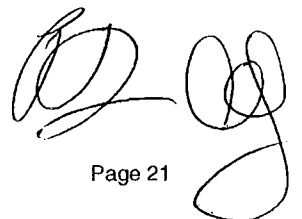
**vesting**, in relation to a cultural redress property, means its vesting under the settlement legislation; and

**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).

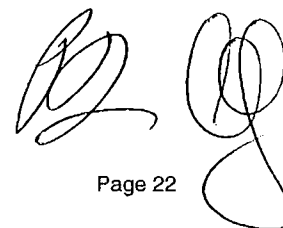
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## 6 INTERPRETATION

- 6.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 6.2 Headings do not affect the interpretation.
- 6.3 A term defined by this deed has the meaning given to it by this deed.
- 6.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 6.5 The singular includes the plural and vice versa.
- 6.6 One gender includes the other genders.
- 6.7 Any monetary amount is in New Zealand currency.
- 6.8 Time is New Zealand time.
- 6.9 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.
- 6.10 A period of time specified as:
- 6.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
  - 6.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
  - 6.10.3 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
  - 6.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
  - 6.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 6.11 A reference to:
- 6.11.1 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;
  - 6.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted;
  - 6.11.3 a party includes a permitted successor of that party; and



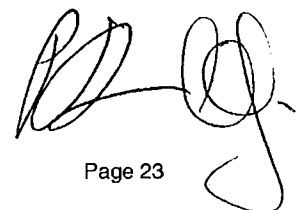
Page 22

**NGĀITAKOTO DEED OF SETTLEMENT  
GENERAL MATTERS**

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**6: INTERPRETATION**

- 6.11.4 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.
- 6.12 An agreement by two or more persons binds them jointly and severally.
- 6.13 If the Crown must endeavour to do something or achieve some result, the Crown:
- 6.13.1 must use reasonable endeavours to do that thing or achieve that result; but
- 6.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 6.14 Provisions in:
- 6.14.1 the main body of this deed are referred to as clauses;
- 6.14.2 the property redress, legislative matters, and general matters schedules are referred to as paragraphs;
- 6.14.3 the documents in the documents schedule are referred to as clauses; and
- 6.14.4 the draft settlement bill are referred to as sections.
- 6.15 If there is a conflict between a provision that is 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.
- 6.16 The deed plans in the attachments that are referred to in the statutory acknowledgements indicate the general locations of the relevant sites and areas but not their precise boundaries.
- 6.17 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 part 19 of the legislative matters schedule.



Page 23