NGĀTI KUIA

and

TE RUNANGA O NGĀTI KUIA TRUST

and

THE CROWN

TE WHAKATAU / DEED OF SETTLEMENT SCHEDULE: GENERAL MATTERS

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1. EFFECT OF SETTLEMENT

IMPLEMENTATION

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 cease any land bank arrangement in relation to Ngāti Kuia or a representative entity, except to the extent necessary to enable the Crown comply with its obligations under this deed in relation to deferred purchase properties; and

1.2.4 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 Ngāti Kuia and every representative entity must:

1.3.1 support a bill referred to in paragraph 1.2.4; and

1.3.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

2. TAX

2.1 The parties agree that:

2.1.1 the payment, credit, or transfer of redress by the Crown to the governance entity is made as redress to settle the historical claims and is not intended to be, or to give rise to:

(a) a taxable supply for GST purposes; or

(b) assessable income for income tax purposes; or

(c) a dutiable gift for gift duty purposes; and

2.1.2 neither the governance entity, nor any person associated with the governance entity, will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment, credit, or transfer by the Crown of redress; and

2.1.3 the transfer of each:

(a) deferred selection property; and

(b) LINZ/NZTA deferred selection property; and

(c) general RFR land; and

(d) deferred selection RFR land; and

(e) specified area RFR land,

in accordance with the terms of this deed is a taxable supply for GST purposes and furthermore neither the exercise by the governance entity of rights to acquire such properties (to the extent such rights apply) nor the acquisition of such properties by the governance entity is subject to indemnification for tax by the Crown under this deed; and

2.1.4 any interest paid by the Crown to the governance entity (including amounts that are referred to in clause 6.3 of the deed) is subject to normal taxation treatment under the relevant legislation and the receipt or payment of such amounts is not subject to indemnification for tax by the Crown under this deed; and

2.1.5 any indemnity payment by the Crown to the governance entity is not intended to be, or to give rise to:

(a) a taxable supply for GST purposes; or

(b) assessable income for income tax purposes; and

2.1.6 the governance entity is or will be (at all applicable times) a registered person for GST purposes (except if the governance entity is not carrying on a taxable activity as defined by the Goods and Services Tax Act 1985); and

2.1.7 for purposes of the Income Tax Act 2007, the governance entity is the only entity that is contemplated by this deed as performing the functions of the type described in sections HF 2(2)(d)(i) and HF 2(3)(e)(i) of that Act.

ACKNOWLEDGEMENTS

2.2 To avoid doubt, the parties acknowledge:

2.2.1 that the tax indemnities given by the Crown in this part, and the principles and acknowledgements in paragraphs 2.1 and 2.2:

(a) apply only to the receipt by the governance entity of redress and indemnity payments; and

(b) do not apply to a subsequent dealing, distribution, payment, use, or application by the governance entity, or any other person, with or of redress or an indemnity payment; and

2.2.2 each obligation to be performed by the Crown in favour of the governance entity under this deed is performed as redress and without charge to, or consideration to be provided by, the governance entity or any other person; and

2.2.3 paragraph 2.2.2 does not:

(a) extend to an obligation of the Crown in respect of the deferred selection properties, the LINZ/NZTA deferred selection properties, the general RFR land, the deferred selection RFR land or the specified area RFR land; or

(b) affect an obligation of the governance entity to pay the purchase price relating to a deferred selection property, a LINZ/NZTA deferred selection property, the general RFR land, the deferred selection RFR land or the specified area RFR land; and

2.2.4 without limiting paragraph 2.2.2, the agreement under this deed to enter into, the entry into, granting or performance of, a covenant, easement, lease, licence, or other right or obligation in relation to redress is not consideration (for GST or any other purpose) for the transfer of the redress by the Crown to the governance entity; and

2.2.5 without limiting paragraph 2.2.2 the payment of amounts, and the bearing of costs from time to time, by the governance entity in relation to any redress (including:

(a) rates, charges, and fees; or

(b) the whole or a portion of outgoings and incomings; or

(c) maintenance, repair, or upgrade costs and rubbish, pest and weed control costs);

is not consideration for the transfer of that redress for GST or any other purpose; and (without limiting paragraph 2.2.1), the payment of those amounts and the bearing of those costs is not subject to indemnification for tax by the Crown under this deed.

ACT CONSISTENT WITH TAX PRINCIPLES

2.3 Neither the governance entity, nor a person associated with the governance entity, nor the Crown will act in a manner that is inconsistent with the principles or acknowledgements set out in paragraphs 2.1 and 2.2.

MATTERS NOT TO BE IMPLIED FROM TAX PRINCIPLES

2.4 Nothing in paragraph 2.1 is intended to suggest or imply that:

2.4.1 the payment, credit, or transfer of redress, or an indemnity payment, by the Crown to the governance entity is chargeable with GST; or

2.4.2 if the governance entity is a charitable trust or other charitable entity:

(a) the payments, properties, interests, rights, or assets the governance entity receives or derives from the Crown under this deed are received or derived other than exclusively for charitable purposes; or

(b) the governance entity derives or receives amounts other than as exempt income for income tax purposes; or

2.4.3 gift duty is imposed on any payment to, or transaction with, the governance entity under this deed.

INDEMNITY FOR GST IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS

Redress provided exclusive of GST

2.5 If and to the extent that:

2.5.1 the payment, credit, or transfer of redress; or

2.5.2 an indemnity payment;

by the Crown to the governance entity is chargeable with GST, the Crown must, in addition to the payment, credit, or transfer of redress or the indemnity payment, pay the governance entity the amount of GST payable in respect of the redress or the indemnity payment.

Indemnification

2.6 If and to the extent that:

2.6.1 the payment, credit, or transfer of redress; or

2.6.2 an indemnity payment;

by the Crown to the governance entity is chargeable with GST, and the Crown does not pay the governance entity an additional amount equal to that GST at the time the redress is paid, credited, or transferred and/or the indemnity payment is made, the Crown will, on demand in writing, indemnify the governance entity for that GST.

INDEMNITY FOR INCOME TAX IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS

2.7 The Crown agrees to indemnify the governance entity, on demand in writing, against any income tax that the governance entity is liable to pay if and to the extent that receipt of:

2.7.1 the payment, credit, or transfer of redress; or

2.7.2 an indemnity payment;

from the Crown is treated as, or as giving rise to, assessable income of the governance entity for income tax purposes.

INDEMNITY FOR GIFT DUTY IN RESPECT OF CULTURAL REDRESS AND THE RIGHT TO PURCHASE CERTAIN PROPERTIES

2.8 The Crown agrees to pay, and to indemnify the governance entity against any liability that the governance entity has in respect of, any gift duty assessed as payable by the Commissioner of Inland Revenue in respect of the payment, credit, or transfer by the Crown to the governance entity of:

2.8.1 any cultural redress; or

2.8.2 the right to purchase any deferred selection property; or

2.8.3 the right to purchase any LINZ/NZTA deferred selection property; or

2.8.4 the right of first refusal to purchase any general RFR land; or

2.8.5 the right of first refusal to purchase any deferred selection RFR land; or

2.8.6 the right of first refusal to purchase any specified area RFR land.

DEMANDS FOR INDEMNIFICATION

Notification of indemnification event

2.9 Each of:

2.9.1 the governance entity; and

2.9.2 the Crown;

agrees to give notice to the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which the governance entity is or may be entitled to be indemnified by the Crown for or in respect of tax under this part.

How demands are made

2.10 Demands for indemnification for tax by the governance entity in accordance with this part must be made by the governance entity in accordance with the provisions of paragraph 2.11 and may be made at any time, and from time to time, after the settlement date.

When demands are to be made

2.11 Except:

2.11.1 with the written agreement of the Crown; or

2.11.2 if this deed provides otherwise;

no demand for payment by way of indemnification for tax under this part may be made by the governance entity more than 20 business days before the due date for payment by the governance entity of the applicable tax (whether such date is specified in an assessment, is a date for the payment of provisional tax, or otherwise).

Evidence to accompany demand

2.12 Without limiting paragraph 2.9, a demand for indemnification by the governance entity under this part must be accompanied by:

2.12.1 appropriate evidence (which may be notice of proposed adjustment, assessment, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or tax that the governance entity claims to have suffered or incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this deed; and

2.12.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

Repayment of amount on account of tax

2.13 If payment is made by the Crown on account of tax to the governance entity or the Commissioner of Inland Revenue (for the account of the governance entity) and it is determined or held that no such tax (or an amount of tax that is less than the payment which the Crown made on account of tax) is or was payable or properly assessed, to the extent that the governance entity:

2.13.1 has retained the payment (which, to avoid doubt, includes a situation where the governance entity has not transferred the payment to the Inland Revenue Department but has instead paid, applied, or transferred the whole or any part of the payment to any other person or persons); or

2.13.2 has been refunded the amount of the payment by the Inland Revenue Department; or

2.13.3 has had the amount of the payment credited or applied to its account with the Inland Revenue Department;

the governance entity must repay the applicable amount to the Crown free of any set-off or counterclaim.

Payment of amount on account of tax

2.14 The governance entity must pay to the Inland Revenue Department any payment made by the Crown to the governance entity on account of tax, on the later of:

2.14.1 the "due date" for payment of that amount to the Inland Revenue Department under the applicable tax legislation; or

2.14.2 the next business day following receipt by the governance entity of that payment from the Crown.

Payment of costs

2.15 The Crown will indemnify the governance entity against any reasonable costs incurred by the governance entity for actions undertaken by the governance entity, at the Crown's direction, in connection with:

2.15.1 any demand for indemnification of the governance entity under or for the purposes of this part; and

2.15.2 any steps or actions taken by the governance entity in accordance with the Crown's requirements under paragraph 2.17.

DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

2.16 Where any liability arises to the Crown under this part, the following provisions also apply:

2.16.1 if the Crown so requires and gives the governance entity notice of that requirement, the Crown may, instead of payment of the requisite amount on account of tax, pay that amount to the Commissioner of Inland Revenue (such payment to be effected on behalf, and for the account, of the governance entity); and

2.16.2 subject to the governance entity being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense, or liability, or any tax which it may suffer, incur, or be liable to pay, the Crown may, by notice to the governance entity, require the governance entity to:

(a) take into account any right permitted by any relevant law to defer the payment of any tax; and/or

(b) take all steps the Crown may specify to respond to and/or contest any notice, notice of proposed adjustment, or assessment for tax, where expert legal tax advice indicates that it is reasonable to do so; and

2.16.3 the Crown reserves the right to:

(a) nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 2.16.2; and

(b) recover from the Commissioner of Inland Revenue the amount of any tax paid and subsequently held to be refundable.

RULINGS, APPLICATIONS

2.17 If the Crown requires, the governance entity will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, the governance entity and/or any other person) of an application for a non-binding or binding ruling from the Commissioner of Inland Revenue with respect to any part of the arrangements relating to the payment, credit, or transfer of redress.

DEFINITIONS AND INTERPRETATION

2.18 In this part, unless the context requires otherwise:

assessable income has the meaning given to that term in section YA 1 of the Income Tax Act 2007;

gift duty means gift duty imposed under the Estate and Gift Duties Act 1968 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, gift duty;

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

indemnity payment means any indemnity payment made by the Crown under or for the purposes of this part, and indemnify, indemnification and indemnity have a corresponding meaning;

payment includes the transfer or making available of cash amounts as well as to the transfer of non cash amounts (such as land); and

transfer includes recognising, creating, vesting, granting, licensing, leasing, or any other means by which the relevant properties, interests, rights or assets are disposed of or made available, or recognised as being available, to the governance entity.

2.19 In the interpretation of this part 2, a reference to the **payment**, **credit, transfer**, or **receipt** of the redress (or any equivalent wording) includes a reference to the payment, credit, transfer, or receipt of any part (or the applicable part) of the redress.

2.20 In the interpretation of this part 2, a reference to either "deferred selection property" or "deferred selection properties" includes:

2.20.1 any cleared current surplus land transferred in accordance with clause 6.14.2 of the deed;

2.20.2 any leaseback land transferred in accordance with clause 6.17.2 of the deed; and

2.20.3 any cleared non-operational land transferred in accordance with clause 6.23.2 of the deed.

3. NOTICE

APPLICATION

3.1 Unless otherwise provided in this deed, or a settlement document, this part applies to notices under this deed, or a settlement document.

REQUIREMENTS

3.2 A notice must be:

3.2.1 in writing; and

3.2.2 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

3.2.3 addressed to the recipient at its address or facsimile number as provided:

(a) in paragraph 3.5; 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

3.2.4 given by:

(a) personal delivery (including by courier) to the recipient's street address;

(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

3.3 A notice is to be treated as having been received:

3.3.1 at the time of delivery, if personally delivered;

3.3.2 on the second day after posting, if posted; or

3.3.3 at the time of transmission, if faxed.

3.4 However, where paragraph 3.3 would result in a notice being received:

3.4.1 after 5pm on a business day; or

3.4.2 on a non-business day,

the notice will instead be treated as having been received on the next business day.

ADDRESSES

3.5 The address of:

3.5.1 Ngāti Kuia and the governance entity is:

Office 4
49 Bridge Street
Nelson 7010

PO Box 968
Nelson 7010

Facsimile No. 03 546 7553

ngatikuiatrust@xtra.co.nz

3.5.2 the Crown is:

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

Facsimile No. 04 473 3482

4. MISCELLANEOUS

AMENDMENTS

4.1 This deed may be amended only by written agreement signed by the governance entity 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:

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

Airbase land means that land known as Woodbourne Airbase shown on the plan in part 2.6 of the attachments schedule;

attachments means the attachments to this deed, being the Te Kupenga-a-Kuia / area of interest, the deed plans, and the draft settlement bill;

authorised person, in respect of:

(a) a cultural redress property, has the meaning given to the term by section 99(7) of the draft settlement bill; and

(b) a commercial redress property, has the meaning given to the term by sections 144(6) or 157(4) of the draft settlement bill;

available quantum amount means an amount equal to:

(a) the financial and commercial redress amount of $24,330,388.04;

less:

(a) the on-account payments totalling $676,666.67 referred to in clause 6.2 of the deed;

(b) the total transfer values of the commercial redress properties;

(c) the total transfer values of any cleared current surplus land in respect of which the governance entity has previously provided notice under paragraph 1.15 of part 4.1 of the property redress schedule and to which paragraph 2.2 of that part applies or proportionate transfer values if the property is transferred to the governance entity and either or both Rangitāne o Wairau Settlement Trust or Ngāti Apa ki te Rā Tō Trust;

(d) the total transfer values of any leaseback land in respect of which the governance entity has provided notice under paragraph 1.15 of part 6.1 of the property redress schedule and to which paragraph 2.2 of that part applies or proportionate transfer values if the property is transferred to the governance entity and either or both Rangitāne o Wairau Settlement Trust or Ngāti Apa ki te Rā Tō Trust; and

(e) the total transfer values of any cleared non-operational land in respect of which the governance entity has provided notice under paragraph 1.15 of part 5.1 of the property redress schedule and to which paragraph 2.2 of that part applies or proportionate transfer values if the property is transferred to the governance entity and either or both Rangitāne o Wairau Settlement Trust or Ngāti Apa ki te Rā Tō Trust.

5: DEFINED TERMS

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; and

(d) a day that is observed as the anniversary of the province of:

(i) Wellington

(ii) Nelson; or

(iii) Marlborough;

cash settlement amount means the amount payable to the governance entity on the settlement date under clause 6.1 of the deed; and

clearance process means all the processes necessary for the Crown to determine whether there are any rights, obligations (including obligations under section 40 of the Public Works Act 1981) or other circumstances that would otherwise preclude the current surplus land or the non-operational land from being transferred to the governance entity, the Ngāti Apa ki te Rā Tō Trust and/or the Rangitāne o Wairau Settlement Trust;

cleared current surplus land means any areas of the current surplus land that have been cleared for transfer following completion of the clearance process and shall include such improvements and/or infrastructure as specified by the land holding agency;

cleared non-operational land means any areas of the non-operational land that have been cleared for transfer following completion of the clearance process and shall include such improvements and/or infrastructure as specified by the land holding agency;

commercial redress property means each property described in part 2.2 of the property redress schedule;

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

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

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

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

conservation land means land that is:

(a) vested in the Crown or held in fee simple by the Crown; and

(b) held, managed, or administered by the Department of Conservation under the conservation legislation;

conservation protocol means the conservation protocol in the documents schedule;

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

Crown body has the meaning given to it by section 17 of the draft settlement bill;

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

cultural redress property means each property described in schedule 5 of the draft settlement bill;

current surplus land has the meaning given to it in clause 6.11 of the deed;

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

deeds of settlement means each of the following three deeds of settlement including any schedules and including any amendments:

(a) Te Whakatau / deed of settlement entered into by the Crown, Ngāti Kuia and the governance entity;

(b) the Ngāti Apa deed of settlement entered into by the Crown, Ngāti Apa, and the Ngāti Apa ki te Rā Tō Trust; and

(c) the Rangitāne deed of settlement entered into by the Crown, Rangitāne and the Rangitāne o Wairau Settlement Trust;

deferred selection property means each property described in part 3.6 of the property redress schedule;

deferred selection RFR land means any of the deferred selection properties and any of the LINZ/NZTA deferred selection properties described in each of the deeds of settlement and Tainui Taranaki iwi's deeds of settlement (other than the property described as Nelson High/District Courthouse in the deed of settlement for Ngāti Apa ki te Rā Tō) that has not transferred and is no longer able to be transferred in accordance with part 3 of the property redress schedule to any of the governance entity, the Ngāti Apa ki te Rā Tō Trust and the Rangitāne o Wairau Settlement Trust and/or the Tainui Taranaki iwi;

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

disclosure information means the information, in relation to:

(a) each cultural redress property, provided by letter from the Office of Treaty Settlements between April and September 2009; and

(b) each commercial redress property, provided by letters from the land holding agencies between April and September 2009;

5: DEFINED TERMS

documents schedule means the documents schedule to this deed of settlement;

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

eligible member of Ngāti Kuia means a member of Ngāti Kuia who on 23 October 2010 was:

(a) aged 18 years or over; and

(b) registered on the register of members of Ngāti Kuia kept by the governance entity for the purpose of voting on:

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

(ii) approval of the governance entity to receive the redress;

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

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

financial and commercial redress amount means the amount referred to in clause 6.1.1 of the deed as the financial and commercial redress amount;

fisheries protocol means the fisheries protocol in the documents schedule;

general matters schedule means this schedule;

general RFR land means the land described in the general RFR land schedule in part 3 of the attachments schedule;

governance entity means the trustees for the time being of Te Runanga o Ngāti Kuia Trust, in their capacity as trustees of the trust;

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;

Hineparawhenua or the Te **Tau Ihu coastal marine** area means the area shown on deed plan OTS-099-51 in the attachments schedule;

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

historical claims has the meaning given to it by clauses 8.2 to 8.4 of the deed;

iwi with interests in Te Tau Ihu means Ngāti Kuia, Ngāti Apa ki te Rā Tō, Rangitāne o Wairau, Ngāti Kōata, Ngāti Rārua, Te Ātiawa o Te Waka-ā-Maui, Ngāti Tama Manawhenua ki Te Tau Ihu and Ngāti Toa Rangatira;

5: DEFINED TERMS

land holding agency, in relation to a commercial redress property, a deferred selection property or a LINZ/NZTA deferred selection property means the department specified above that property in the tables contained in parts 2.2, 3.6 and 3.7 of the property redress schedule, and in relation to any Airbase land means the New Zealand Defence Force;

leaseback land has the meaning given to it in clause 6.15 of the deed and shall include any improvements not needed for operational requirements or any other public work and specified by the land holding agency but shall not include any improvements on the land not owned by the land holding agency;

leaseback property means each commercial redress property or deferred selection property in respect of which "Yes" is written opposite that property in the "Leaseback" column of the tables set out in parts 2.2 and 3.6 of the property redress schedule;

letter of agreement means the agreement in principle referred to in clause 1.6.2 of the deed;

LINZ means Land Information New Zealand;

LINZ/NZTA deferred selection property means each property described in part 3.7 of the property redress schedule;

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

mandated negotiator means the individual identified as the mandated negotiator by clause 8.9.1 of the deed;

mandated signatories means the individuals who are the mandated signatories under clause 8.9.2 of the deed;

Māori land claims protection legislation means the following sections:

(a) 8A to 8HJ of the Treaty of Waitangi Act 1975;

(b) 27A to 27C of the State-Owned Enterprises Act 1986;

(c) 211 to 213 of the Education Act 1989;

(d) 35 to 37 of the Crown Forest Assets Act 1989; or

(e) 38 to 40 of the New Zealand Railways Corporation Restructuring Act 1990;

member of Ngāti Kuia means an individual referred to in clause 8.5.1 of the deed;

minerals protocol means the minerals protocol in the documents schedule;

Minister means a Minister of the Crown;

month means a calendar month;

New Zealand Conservation Authority has the meaning given to it by section 2(1) of the Conservation Act 1987;

5: DEFINED TERMS

New Zealand Historic Places Trust has the meaning given to it by section 38 of the Historic Places Act 1993;

Nga Pou o Pakohe or **financial and commercial redress** means:

(a) the cash settlement amount;

(b) the commercial redress property;

(c) any cleared current surplus land transferred in accordance with clause 6.14.1 of the deed;

(d) any leaseback land transferred in accordance with clause 6.17.1 of the deed;

(e) any cleared non-operational land transferred in accordance with clause 6.23.1 of the deed;

(f) the right to purchase a deferred selection property and a LINZ/NZTA deferred selection property (but not any deferred selection property or any LINZ/NZTA deferred selection property);

(g) the right to purchase cleared current surplus land in accordance with clause 6.14.2 of the deed (but not any such cleared current surplus land so purchased);

(h) the right to purchase leaseback land in accordance with clause 6.17.2 of the deed (but not any such leaseback land so purchased);

(i) the right to purchase cleared non-operational land in accordance with clause 6.23.2 of the deed (but not any such non-operational land so purchased); and

(j) the right of any first refusal to purchase the general RFR land, the deferred selection RFR land, the specified area RFR land (but not any general RFR land, any deferred selection RFR land or any specified area RFR land);

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

Nga Pou o Te Hoiere or **cultural redress** means the redress provided under clauses 5.1 to 5.30 of the deed and the settlement legislation giving effect to any of those clauses;

Ngāti Kuia has the meaning given to it by clause 8.5 of the deed;

non-operational land has the meaning given to it in clause 6.15.2 of the deed;

notice means a notice given under paragraphs 3.1 to 3.5 of this schedule and **notify** has a corresponding meaning;

NZTA means the New Zealand Transport Agency established under section 93 of the Land Transport Management Act 2003;

offer date means the date being no later than 20 business days after the clearance process in relation to both the current surplus land and the non-operational land has been completed, or such other earlier date as may be agreed between the Crown, the governance entity, Rangitāne o Wairau Settlement Trust and the Ngāti Apa ki te Rā Tō Trust (such agreement not to be unreasonably withheld);

official cash rate means the official cash rate set from time to time by the Reserve Bank;

on-account payment means the amount paid by the Crown on account of the settlement referred to in clause 6.2 of the deed;

party means each of the following:

(a) Ngāti Kuia;

(b) the governance entity; and

(c) the Crown;

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

property redress schedule means the property redress schedule to this deed of settlement;

protection principles means the protection principles in the documents schedule;

protocol means a protocol issued under clauses 5.12 and 5.13 of the deed and the settlement legislation;

pou rāhui or **statutory acknowledgment** has the meaning given to it by section 36(1) of the draft settlement bill;

pou whakāro or **deed of recognition** means each deed of recognition in the documents schedule;

redress means:

(a) the acknowledgement and the apology made by the Crown under clauses 3.1 to 3.16 of the deed;

(b) Nga Pou o Te Hoiere (cultural redress); and

(c) Nga Pou o Pakohe (financial and commercial redress);

Registrar-General of Land means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952;

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 8.5.1 of the deed;

(ii) any one or more members of Ngāti Kuia; or

(iii) any one or more of the whānau, hāpu, or groups of individuals referred to in clause 8.5.1 of the deed;

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

responsible Minister has the meaning given to it by section 17 of the draft settlement bill;

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; and

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

review date means 31 December 2010;

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

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

settlement date means the settlement date defined in the draft settlement bill;

settlement document means a document entered into by the Crown to give effect to this deed;

settlement legislation means, if the bill proposed by the Crown for introduction to the House of Representatives under clause 7.1 of the deed is passed, the resulting Act;

single lease area has the meaning given to it in paragraph 1.2.2 of part 6.1 of the property redress schedule;

specified area RFR land means land in the South Island within the area shown on the plan in part 2.9 of the attachments schedule that, on the settlement date:

(a) is vested in the Crown or held in fee simple by the Crown; and

(b) is not land that is to, or may, transfer to or vest in trustees as redress under the deeds of settlement, or the deed of settlement for a Tainui Taranaki iwi or Ngāti Toa Rangatira; and

(c) is not conservation land; and

(d) is not subject to a pastoral lease under Part 1 of the Crown Pastoral Land Act 1998;

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

statement of Ngāti Kuia values means each statement of Ngāti Kuia values in the documents schedule;

Tainui Taranaki iwi means each of Ngāti Tama Manawhenua ki Te Tau Ihu, Te Ātiawa o Te Waka-ā-Maui, Ngāti Rārua and Ngāti Kōata and/or, where appropriate their governance entities, namely:

(a) Te Ātiawa o Te Waka-ā-Maui Trust;

(b) Ngāti Rārua Settlement Trust;

(c) Te Pātaka a Ngāti Kōata; and

(d) Ngāti Tama Manawhenua ki Te Tau Ihu Trust;

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

tax includes income tax, GST, and gift duty;

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

Te **Kupenga-a-Kuia / area of interest** means the area identified as the Te Kupenga-a-Kuia / area of interest in the attachments schedule;

Te **Runanga o Ngāti Kuia Trust** means the trust known by that name and established by a trust deed dated 2 November 2009;

Te Whakatau / deed of settlement and **deed** means the main body of the deed, the schedules, and the attachments schedule;

terms of negotiation means the terms of negotiation referred to in clause 1.6.1 of the deed;

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

trust deed means Te Runanga o Ngāti Kuia Trust deed dated 2 November 2009 and includes the schedules and any amendments to the deed of trust;

trustees of the Te Runanga o Ngāti Kuia Trust means the trustees from time to time of that trust;

Waitangi Tribunal has the meaning given to it by section 4 of the Treaty of Waitangi Act 1975;

whenua rāhui or **overlay classification** has the meaning set out in clauses 5.1 and 5.2 of the deed;

5: DEFINED TERMS

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

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

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:

6.3.1 this deed, has the meaning given to it by this deed; and

6.3.2 the draft settlement bill, but not by this deed, has the meaning given to it by that bill.

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;

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;

6.10.3 ending by, on, at, or with a specified day, act, or event includes that day or the day of the act or event;

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: INTERPRETATION

6.11 A reference to:

6.11.1 an agreement or document, including this deed, and the documents in the documents schedule, means that agreement, this deed, 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 any permitted successor of that party; and

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 the deed are referred to as clauses;

6.14.2 the property redress, and general matters, schedules are referred to as paragraphs;

6.14.3 the draft settlement bill are referred to as sections; and

6.14.4 the documents in the documents schedule are referred to as clauses.

6.15 If there is a conflict between a provision that is:

6.15.1 in the main body of the deed and a provision in a schedule, the provision in the main body of the deed prevails; and

6.15.2 in English and a corresponding provision in Māori, the provision in English prevails.

6.16 The deed plans in the attachments schedule that are referred to in the pou rāhui (statutory acknowledgement) provisions indicate the general locations of the relevant areas but not their precise boundaries.

6.17 The deed plans in the attachments schedule 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 cultural redress properties are shown in schedule 5 of the draft settlement bill.