

**TARANAKI WHĀNUI KI TE UPOKO O TE IKA**  
**and**  
**THE PORT NICHOLSON BLOCK SETTLEMENT TRUST**  
**and**  
**THE SOVEREIGN**  
**in right of New Zealand**

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**DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE**

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## 1 ADDRESSES AND OTHER DETAILS OF THE PARTIES AND THEIR REPRESENTATIVES

### 1.1 Mandated signatories

- (a) Professor Ralph Heberley Ngatata Love of Wellington, University Professor
- Kevin Hikaia Amohia of Palmerston North, Retired
- Neville McClutchie Baker of Petone, Consultant
- Spencer Waemura Carr of Hawera, Company Director
- June Te Raumange Jackson of Wellington, Retired
- Dr Catherine Maarie Amohia Love of Petone, Manager
- Hinekehu Ngaki Dawn McConnell of Picton, Retired
- Rebecca Elizabeth Mellish of Featherston, Consultant
- Dr Ihakara Porutu Puketapu of Wellington, Chief Executive Officer
- Sir Paul Alfred Reeves of Auckland, former Governor General of New Zealand
- Mark Te One of Paekakariki, Public Servant.

(b) on the death or incapacity of any one or more of the individuals in paragraph (a), the remaining individual or individuals; or

(c) in relation to the signing of this deed, any 9 or more of the individuals in paragraph (a).



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1.2 **Address of  
governance  
entity**

Level 1  
TSB Arena (South Park)  
3 Queens Wharf  
Wellington  
PO Box 12164  
Wellington  
Facsimile No (04) 472 3874

**Crown's address**

The Solicitor-General  
Crown Law Office  
Level 10  
Unisys House  
56 The Terrace  
Wellington

PO Box 2858, Wellington  
Facsimile No (04) 473 3482



## 2 SETTLEMENT

### LIMITS OF THE SETTLEMENT

- 2.1 The parties agree that nothing in this deed or the settlement legislation will:
- 2.1.1 limit any aboriginal title, or customary right, that Taranaki Whānui ki Te Upoko o Te Ika may have; or
  - 2.1.2 constitute, or imply, an acknowledgement by the Crown that any aboriginal title, or customary right, exists; or
  - 2.1.3 except as provided in this deed or the settlement legislation:
    - (a) affect a right that Taranaki Whānui ki Te Upoko o Te Ika may have, including a right arising:
      - (i) from the Treaty of Waitangi or its principles; or
      - (ii) under legislation; or
      - (iii) at common law, including in relation to aboriginal title or customary law; or
      - (iv) from a fiduciary duty; or
      - (v) otherwise; or
    - (b) be intended to affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Maori fisheries claims; or
    - (c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in paragraph 2.1.3(b), including:
      - (i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
      - (ii) the Fisheries Act 1996; or
      - (iii) the Maori Fisheries Act 2004; or
      - (iv) the Maori Commercial Aquaculture Claims Settlement Act 2004; or
  - 2.1.4 limit any aspects of the Wai 262 (Indigenous Flora and Fauna and Cultural Intellectual Property Claim) arising from, or relating to, acts or omissions after 21 September 1992:

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**2 SETTLEMENT**

- (a) by, or on behalf of the Crown; or
- (b) by or under legislation.

2.2 Paragraph 2.1 does not limit clause 4.1.

**SETTLEMENT AND OTHER LEGISLATION TO BE SUPPORTED**

2.3 Taranaki Whānui ki Te Upoko o Te Ika and the governance entity must support the passage through Parliament of:

2.3.1 the settlement legislation; and

2.3.2 a bill proposed by the Crown for introduction:

- (a) under paragraph 2.5.2 to terminate proceedings in relation to any historical claim; or
- (b) to clarify rights or obligations under this deed or the settlement legislation.

**HISTORICAL CLAIMS TO BE DISCONTINUED**

2.4 The governance entity must use reasonable endeavours to deliver to the Crown, by or on the settlement date, notices of discontinuance:

2.4.1 of every proceeding in relation to an historical claim that has not been discontinued; and

2.4.2 duly signed by the applicant or plaintiff to those proceedings (or duly completed by the solicitor for the applicant or plaintiff).

2.5 If the governance entity does not deliver to the Crown, by or on the settlement date, all notices of discontinuance required by paragraph 2.4:

2.5.1 the governance entity must continue to use reasonable endeavours to deliver them to the Crown; and

2.5.2 the Crown may propose for introduction to the House of Representatives a bill terminating the proceedings.

**WAITANGI TRIBUNAL TO BE ADVISED**

2.6 The Crown will, on or after the settlement date:

2.6.1 advise the Waitangi Tribunal of the settlement; and

2.6.2 request it to amend its register of claims, and adapt its procedures, to reflect the settlement.



**2 SETTLEMENT**

**LAND BANK TO CEASE**

- 2.7 The Crown may, on and after the settlement date, cease to operate a land bank arrangement in relation to Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

**SETTLEMENT DOES NOT LIMIT OTHER SETTLEMENTS**

- 2.8 Taranaki Whānui ki Te Upoko o Te Ika agree that the Crown may at any time propose for introduction to the House of Representatives, and neither Taranaki Whānui ki Te Upoko o Te Ika, nor a representative entity, will object to, a bill that:
- 2.8.1 gives effect to a settlement with another iwi or group of Maori; and/or
  - 2.8.2 removes resumptive memorials from land; and/or
  - 2.8.3 provides that legislation enabling the creation of resumptive memorials does not apply to land, or for the benefit of persons, specified by the legislation.



### 3 REDRESS

#### BENEFIT OF THE SETTLEMENT

- 3.1 Taranaki Whānui ki Te Upoko o Te Ika agree that it is intended that the redress, and the rights of Taranaki Whānui ki Te Upoko o Te Ika and the governance entity under this deed and the settlement legislation:
- 3.1.1 will be for the benefit of the collective group of Taranaki Whānui ki Te Upoko o Te Ika; but
  - 3.1.2 may be for the benefit of particular individuals, or a particular group of individuals (including whānau or hapū), who are members of Taranaki Whānui ki Te Upoko o Te Ika, if the governance entity so decides in accordance with its procedures.

#### PROTOCOLS AND DEED OF RECOGNITION

- 3.2 The parties agree that the protocols and the deed of recognition:
- 3.2.1 are to assist the governance entity to be consulted about, or provide input into, certain decision-making of departments; but
  - 3.2.2 do not override or limit:
    - (a) legislative rights, powers, or obligations; or
    - (b) the functions, duties, and powers of Ministers, officials and others under legislation; or
    - (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.
- 3.3 A failure by the Crown to comply with a protocol, or the deed of recognition, is not a breach of this deed.





## 4 DEFERRED PURCHASE

### A DEFINITIONS AND NOTICE

#### DEFINITIONS

4.1 In clause 6.3 and in this part, unless the context otherwise requires:

**actual DSP settlement date**, in relation to a deferred selection property, means the date on which settlement of the property takes place under paragraph 4.46;

**arbitration commencement date**, in relation to the determination of the market value and/or market rental of a separate valuation property, means the date the determination is referred to the valuation arbitrator under paragraph 4.41;

**arbitration meeting**, in relation to the determination of the market value and/or market rental of a separate valuation property, means a meeting notified by the valuation arbitrator under paragraph 4.43;

**arbitrator** appointed under this part means each of a valuation arbitrator or a damage and destruction arbitrator;

**Crown's valuation report**, in relation to a separate valuation property, means a valuation report assessing the market value of the property and, if it is a leaseback property, its market rental, prepared by the Crown's valuer under paragraph 4.36;

**Crown's valuer**, in relation to a separate valuation property, means a person appointed by the land holding agency under paragraph 4.30 to assess the market value of the property and or its market rental;

**damage and destruction arbitrator** means an arbitrator appointed under paragraph 4.73.1;

**deferred notice period** means in relation to:

- (a) a non-leaseback property, the period of two years from the settlement date;  
and
- (b) a leaseback property, the period of 10 years from the settlement date;

**deferred selection property** means a property described in subpart H;

**disclosure information**, in relation to a deferred selection property, means the information given by a land holding agency under paragraph 4.6.1 about the property, including the disclosed encumbrance information about the property;

**disclosed encumbrance**, in relation to a deferred selection property, means an encumbrance that benefits or affects the property that is disclosed in the disclosed encumbrance information about the property;

**disclosed encumbrance information**, in relation to a deferred selection property, means the disclosure information given by a land holding agency under paragraph 4.6.1 about encumbrances that benefit or affect the property;



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**DSP settlement date** means, in relation to:

- (a) the Shelly Bay properties, the later of the two following dates after the land holding agency receives an election notice from the governance entity electing to purchase the properties:
  - (i) six months after the date of this deed; or
  - (ii) 20 business days after the land holding agency receives the election notice; and
- (b) a deferred selection property that is not a Shelly Bay property, the date that is 20 business days after the land holding agency receives an election notice from the governance entity electing to purchase the property;

**election notice** means a notice given by the governance entity under paragraph 4.7 electing whether or not to purchase a deferred selection property;

**governance entity's valuation report**, in relation to a separate valuation property, means a valuation report assessing the value of the property and, if the property is a leaseback property, its market rental, prepared by the governance entity's valuer under paragraph 4.36;

**governance entity's valuer**, in relation to a separate valuation property, means a person appointed by the governance entity under paragraph 4.30 to assess the market value of the property and, if it is a leaseback property, its market rental;

**jointly appointed valuer**, in relation to the determination of the market value of a joint valuation property, means a registered valuer appointed under paragraphs 4.22 or 4.23 to assess the market value of the property;

**joint valuation instructions** means the instructions given under paragraph 4.25 by the governance entity and the land holding agency to a jointly appointed valuer to determine the market value of a joint valuation property;

**joint valuation property** means a non-leaseback property that column 5 of subpart H provides is to be jointly valued;

**joint valuation report**, in relation to a joint valuation property, means a valuation report in relation to the property prepared by the jointly appointed valuer under paragraph 4.27;

**leaseback property** means each deferred selection property under the heading leaseback properties in subpart H;

**lessee's improvements**, in relation to a selected leaseback property, means improvements as defined in the Rating Valuations Act 1998 (unless the land holding agency and the governance entity agree a different meaning to be included in the ground lease for that property);

**market value** has the meaning:

- (a) in relation to a joint valuation property, set out in the valuation instructions in appendix 1; and

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- (b) in relation to a separate valuation property, set out in the valuation instructions in appendix 2;

**market rental**, in relation to a leaseback property, has the meaning set out in the valuation instructions in appendix 2;

**non-leaseback property** means each of the deferred selection properties under the heading non-leaseback properties in subpart H;

**notice of interest** means, in relation to:

- (a) the Shelly Bay properties, the notice of interest in them that under paragraph 4.3
- (i) the governance entity is treated as having given; and
- (ii) the land holding agency is treated as having received; and
- (b) a non-leaseback property, or a leaseback property, a notice given by the governance entity under paragraph 4.4 in relation to the property;

**notification date** means, in relation to:

- (a) the Shelly Bay properties, the date of this deed, being the date the landholding agency is treated under paragraph 4.3 as having received a notice of interest in the properties from the governance entity; and
- (b) a non-leaseback property, or a leaseback property, the date that the land holding agency receives, within the deferred notice period for that property, a notice of interest in the property from the governance entity;

**Ontrack** means the New Zealand Railways Corporation, a statutory corporation established under section 4 of the New Zealand Railways Corporation Act 1981;

**outstanding terms**, in relation to a ground lease for a leaseback property, has the meaning given to it in paragraph 4.49;

**pre-purchase period**, in relation to a deferred selection property for which the governance entity and the Crown are deemed to have entered into an agreement for sale and purchase under paragraph 4.8, means the period from the notification date to the actual DSP settlement date;

**registered valuer** means a person registered as a valuer with the Valuers' Registration Board of New Zealand;

**selected leaseback property** means a leaseback property in relation to which the governance entity has given a notice of interest in accordance with paragraph 4.4.2;

**selected non-leaseback property** means a non-leaseback property in relation to which the governance entity has given a notice of interest in accordance with paragraph 4.4.1;



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**separate valuation instructions**, in relation to a separate valuation property, means the instructions to assess the market value of the property and, if the property is a leaseback property, its rental value, given under paragraph 4.30 by:

- (a) the governance entity to the governance entity's valuer; or
- (b) the land holding agency to the Crown's valuer,

**separate valuation property** means each of the Shelly Bay properties, each non-leaseback property that column 5 of subpart H provides is to be separately valued, and each leaseback property;

**separate valuation report**, in relation to a separate valuation property, means each of the governance entity's valuation report and the Crown's valuation report;

**Shelly Bay properties** means the deferred selection properties under the heading Shelly Bay properties in subpart H;

**terms of transfer** means the terms of transfer set out in subpart G;

**valuation arbitrator**, in relation to a separate valuation property, means the person appointed under paragraphs 4.32 or 4.33 to determine, if required under paragraph 4.36, the market value of the property and/or its rental value;

**valuation date**, in relation to a deferred selection property, means the notification date in relation to the property; and

**valuer appointed under this part** means, in relation to a deferred selection property, each of the following:

- (a) a jointly appointed valuer;
- (b) the governance entity's valuer; and
- (c) the Crown's valuer.

**NOTICE**

- 4.2 Until any other address or facsimile number of a land holding agency is given by notice to the governance entity, the address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with part 6 of this schedule:

**Archives New Zealand**

PO Box 12 050  
Wellington

**Land Information New Zealand**

Private Bag 5501  
Wellington

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**4 DEFERRED PURCHASE**

**Ministry of Education**

PO Box 1666  
Wellington

**Ministry of Justice**

PO Box 180  
Wellington

**National Library**

PO Box 1467  
Wellington

**New Zealand Defence Force**

Defence House  
2-12 Aitken Street  
Wellington

**New Zealand Police**

PO Box 3017  
Wellington

**Office of Treaty Settlements**

PO Box 919  
Wellington

**Ontrack**

PO Box 593  
Wellington



4 DEFERRED PURCHASE

**B RIGHT OF PURCHASE**

***NOTICE OF INTEREST***

4.3 The governance entity and the Crown agree that, for the purposes of this part, a notice of interest in purchasing all the Shelly Bay properties is to be treated as having, on the date of this deed, been:

4.3.1 given by the governance entity; and

4.3.2 received by the land holding agency.

4.4 The governance entity may give the land holding agency a notice of interest in purchasing:

4.4.1 a non-leaseback property, at any time in the period of two years from the settlement date; or

4.4.2 a leaseback property, at any time in the period of 10 years from the settlement date, but the governance entity may give a notice of interest in a leaseback property only if –

(a) by the settlement date, the outstanding terms (other than the rental) of the ground lease for the property have been agreed under paragraph 4.50; and

(b) the aggregate value of the leaseback property, and all other leaseback properties for which the governance entity has given notice of interest, is not more than \$110 million, as their values are provided in column 6 of subpart H (and the parties acknowledge that those values are not relevant for determining the market value of, or market rental for, a selected leaseback property).

***DISCLOSURE OF MATERIAL INFORMATION AND DETERMINATION OF MARKET VALUE AND MARKET RENTAL***

4.5 Paragraph 4.6 applies to:

4.5.1 each Shelly Bay property; and

4.5.2 each selected non-leaseback property; and

4.5.3 each selected leaseback property.

4.6 If this paragraph applies to a deferred selection property:

4.6.1 the land holding agency must have given, or within 10 business days of the notification date give, the governance entity all material information that, to the best of its knowledge, is within its records about the property and, in particular, about any encumbrances benefiting or affecting the property; and

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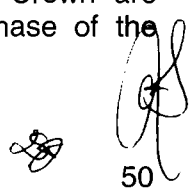
- 4.6.2 its market value, as at notification date, must be determined:
- (a) under subpart D if it is a joint valuation property, being each of the non-leaseback properties that column 5 subpart H provides are to be jointly valued; or
  - (b) under subpart E if it is a separate valuation property, being each of the Shelly Bay properties, the non-leaseback properties that column 5 of subpart H provides are to be separately valued, and the leaseback properties; and
- 4.6.3 if it is a leaseback property its market rental, as at the notification date, must be determined under subpart E, being the market rental for a ground lease of the property as the lessee's improvements do not transfer to the governance entity but remain owned by the land holding agency.

***ELECTION TO PURCHASE***

- 4.7 When the market value of:
- 4.7.1 all the Shelly Bay properties has been agreed or determined under subpart E, the governance entity must, within 15 business days of the final agreement or determination, give the land holding agency notice of whether or not it elects to purchase all, but not less than all, the Shelly Bay properties; and
  - 4.7.2 a selected non-leaseback property has been agreed or determined under subpart D or E, the governance entity must, within 15 business days of the agreement or determination, give the land holding agency notice of whether or not it elects to purchase the property; and
  - 4.7.3 a selected leaseback property, and its market rental, has been agreed or determined under subpart E, the governance entity must, within 15 business days of the final agreement or determination, give the land holding agency notice of whether it elects to purchase the property.

***AGREEMENT FOR SALE AND PURCHASE***

- 4.8 If, within the time limit required by paragraph 4.7, the governance entity gives the land holding agency an election notice electing to purchase:
- 4.8.1 all the Shelly Bay properties, the governance entity and the Crown are deemed to have entered into an agreement for the sale and purchase of the properties:
    - (a) at the market value agreed or determined under subpart E, plus GST if any; and
    - (b) on the terms of transfer set out in subpart G; or
  - 4.8.2 a selected non-leaseback property, the governance entity and the Crown are deemed to have entered into an agreement for the sale and purchase of the property:



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- (a) at the market value agreed or determined under subparts D or E, as the case may be, plus GST if any; and
  - (b) on the terms of transfer set out in subpart G; or
- 4.8.3 a selected leaseback property, the governance entity and the Crown are deemed to have entered into an agreement for the sale and purchase of the property (being the land but not the lessee's improvements which do not transfer to the governance entity but remain owned by the land holding agency):
- (a) at the market value agreed or determined under subpart E, plus GST if any; and
  - (b) on the terms of transfer set out in subpart G.

**GROUND LEASE OF LEASEBACK PROPERTIES**

- 4.9 If the governance entity and the Crown are deemed under paragraph 4.8.3 to have entered into an agreement for sale and purchase of a selected leaseback property, the governance entity and the land holding agency must, by or on the actual DSP settlement date for the property, sign a registrable ground lease for the property on the terms, determined under subpart F:
- 4.9.1 leasing the land back to the land holding agency (ownership of the lessee's improvements remaining with the land holding agency); and
  - 4.9.2 commencing on the actual DSP settlement date; and
  - 4.9.3 at the market rental agreed or determined under subpart E.

**WELLINGTON RAILWAY STATION AND SOCIAL HALL BUILDING AND UNDERLYING LAND**

- 4.10 The governance entity and the Crown agree that paragraphs 4.11 to 4.13 apply if the governance entity gives notice of interest in accordance with paragraph 4.4.1 in relation to the non-leaseback property that is Wellington railway station and social hall building and underlying land (**Wellington railway station**).
- 4.11 The Crown must have advised or, within 10 business days of the notice of interest advise, the governance entity of:
- 4.11.1 all buildings, fixtures, fittings, and other assets or improvements or any part of them (the **excluded railway assets**) that the Crown and Ontrack consider must be excluded from any transfer under this subpart of Wellington railway station to the governance entity to ensure the continued use of Wellington railway station for railway purposes; and
  - 4.11.2 all encumbrances (the **disclosed railway encumbrances**) that the Crown and Ontrack consider the Wellington railway station must be subject to after any transfer



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under this subpart to the governance entity to ensure the continued use of Wellington railway station for railway purposes.

4.12 The information disclosed under paragraph 4.11 to the governance entity is disclosure information about the Wellington railway station and, in particular, the disclosed railway encumbrances are disclosed encumbrances.

4.13 If the governance entity and the Crown are deemed under paragraph 4.8 to have entered into an agreement for the sale and purchase of Wellington railway station, a transfer of the Wellington railway station under that agreement:

4.13.1 excludes the excluded railway assets; and

4.13.2 is subject to the disclosed railway encumbrances.



4 DEFERRED PURCHASE

**C GENERAL PROVISIONS**

***MINIMISE DELAYS***

- 4.14 The governance entity and the landholding agency must use reasonable endeavours to ensure:
- 4.14.1 the timeframes specified by this part are met; and
  - 4.14.2 delays are minimised; and
  - 4.14.3 if a valuer or an arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

***DETERMINATION OF MARKET VALUE FINAL AND BINDING***

- 4.15 The agreement or determination of the market value of a deferred selection property, and/or of its market rental, under subparts D or E (including the determination of a valuation arbitrator) is final and binding.

***COSTS***

- 4.16 The land holding agency must pay the jointly appointed valuer's costs and expenses of preparing a joint valuation report.
- 4.17 The governance entity and the land holding agency must each pay:
- 4.17.1 their own costs in relation to the determination of the market value of a separate valuation property and/or of its market rental; and
  - 4.17.2 if the determination of the market value of a separate valuation property, and/or of its market rental, is referred to an arbitrator, a half share of the costs of:
    - (a) the Arbitrators' and Mediators' Institute of New Zealand; and
    - (b) the arbitrator; and
    - (c) hiring a venue for the arbitration meeting.
- 4.18 Despite paragraph 4.17.2, the arbitrator may award costs against the governance entity or the Crown if he or she considers it would be just to do so because of that person's unreasonable conduct.

***TERMINATION OF OBLIGATIONS***

- 4.19 The obligations of the Crown, and of a land holding agency, under this deed immediately cease:
- 4.19.1 in relation to the Shelly Bay properties, if the governance entity:

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- (a) gives an election notice under which it does not elect to purchase all the properties; or
  - (b) does not give an election notice in relation to the properties within the required time limit under paragraph 4.7.1; or
- 4.19.2 in relation to a non-leaseback property or a leaseback property, if the governance entity:
- (a) does not give notice of interest in relation to the property within the deferred notice period for that property; or
  - (b) gives notice of interest in relation to the property within the deferred notice period for it, but it:
    - (i) gives an election notice under which it elects not to purchase the property; or
    - (ii) does not give an election notice in relation to the property within the required time limit under paragraph 4.7.2 or 4.7.3, as the case may be; or
- 4.19.3 in relation to a leaseback property, if by the settlement date the outstanding terms for the ground lease for that property are not agreed under paragraph 4.50; or
- 4.19.4 in relation to any deferred selection property:
- (a) if the governance entity gives the land holding agency notice, at any time before an agreement for sale and purchase of the property is constituted under paragraph 4.8, that it is not interested in purchasing the property; or
  - (b) if an agreement for the sale and purchase of the property is constituted under paragraph 4.8 and the agreement is cancelled in accordance with subpart G.

**TIME LIMITS**

- 4.20 Time is of the essence for time limits on the Crown, a land holding agency, and the governance entity under this part.



4 DEFERRED PURCHASE

**D DETERMINATION OF MARKET VALUE OF JOINT VALUATION PROPERTY**

***APPLICATION OF THIS SUBPART***

- 4.21 This subpart applies to the determination of the market value of a joint valuation property as at the notification date.

***APPOINTMENT OF REGISTERED VALUER***

- 4.22 Within five business days after the notification date, the governance entity and the land holding agency must use their best endeavours to agree on, and appoint, a registered valuer.

- 4.23 If a registered valuer is not appointed under paragraph 4.22 by the required date, the governance entity and the land holding agency must, within seven business days after the notification date, request the President of the New Zealand Institute of Valuers to appoint a registered valuer as soon as practicable.

- 4.24 A jointly appointed valuer must:

4.24.1 be appointed to assess the market value of the joint valuation property; and

4.24.2 have experience in the valuation of properties similar to the property; and

4.24.3 be independent.

***INSTRUCTIONS TO JOINTLY APPOINTED VALUER***

- 4.25 Within five business days after the jointly appointed valuer has confirmed that he or she is able to determine the market value of the joint valuation property, the governance entity and the land holding agency must jointly instruct the valuer to determine, as at the notification date, the market value of the property.

- 4.26 The joint valuation instructions must be in the form provided in appendix 1.

***VALUATION REPORT TO BE PREPARED***

- 4.27 Within 50 business days after the notification date, the jointly appointed valuer must:

4.27.1 prepare, in accordance with the joint valuation instructions, a valuation report that determines, as at the notification date, the market value of the joint valuation property; and

4.27.2 provide the governance entity and the land holding agency with one copy each of the joint valuation report.

***MARKET VALUE***

- 4.28 The market value of the joint valuation property, as at the notification date, is as determined in the joint valuation report.

4 DEFERRED PURCHASE

**E DETERMINATION OF MARKET VALUE AND RENTAL OF A SEPARATE VALUATION  
PROPERTY**

***APPLICATION OF THIS SUBPART***

4.29 This subpart applies to the agreement or determination, as at the notification date, of:

4.29.1 the market value of a separate valuation property; and

4.29.2 if the property is a leaseback property, its market rental for the ground lease of the property (as the lessee's improvements are not to transfer to the governance entity but remain with the land holding agency).

***APPOINTMENT OF AND INSTRUCTIONS TO REGISTERED VALUERS***

4.30 Within five business days after the notification date, the governance entity and the land holding agency must each:

4.30.1 appoint one registered valuer; and

4.30.2 instruct the valuer to assess, and participate in the process of determining under this subpart, as at the notification date:

(a) the market value of the separate valuation property; and

(b) if the property is a leaseback property, its market rental for the ground lease of the property (as determined under subpart F); and

4.30.3 give the other notice of the identity of their valuer.

4.31 The separate valuation instructions must be in the form provided in appendix 2.

***APPOINTMENT OF VALUATION ARBITRATOR***

4.32 Within 10 business days after the notification date, the land holding agency and the governance entity must use their best endeavours to agree on and appoint one person to act, if required under paragraph 4.41, as the valuation arbitrator to determine, as at the notification date:

4.32.1 the market value of the separate valuation property; and

4.32.2 if the property is a leaseback property, its market rental.

4.33 If the valuation arbitrator is not agreed and appointed under paragraph 4.32 by the required date, the governance entity and the land holding agency must, within 15 business days after the notification date, request that the Arbitrators' and Mediators' Institute of New Zealand appoint the arbitrator as soon as is reasonably practicable.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE**

**4 DEFERRED PURCHASE**

4.34 The valuation arbitrator must be suitably qualified and experienced in determining disputes about the market value of property and, if applicable, its market rental.

4.35 The valuation arbitrator is appointed when he or she confirms his or her willingness to act.

***EXCHANGE OF VALUATION REPORTS***

4.36 Within 45 business days after the notification date, the governance entity's valuer and the Crown's valuer must each:

4.36.1 prepare, in accordance with the separate valuation instructions received, a valuation report that assesses, as at the notification date,

(a) the market value of the separate valuation property; and

(b) if the property is a leaseback property, its market rental; and

4.36.2 deliver that to the person who has instructed them.

4.37 The land holding agency and the governance entity may:

4.37.1 each have its valuation reports peer reviewed; and

4.37.2 require the valuer to review his or her valuation report in the light of the peer review.

4.38 Within 50 business days of the notification date:

4.38.1 the governance entity's valuer must deliver a copy of his or her separate valuation report to the land holding agency and the Crown's valuer; and

4.38.2 the Crown's valuer must deliver a copy of his or her separate valuation report to the governance entity and the governance entity's valuer.

***DETERMINATION OF MARKET VALUE AND MARKET RENTAL BY ONE VALUATION REPORT***

4.39 If only one separate valuation report is delivered under paragraph 4.38 by the required date:

4.39.1 the market value of the separate valuation property is as assessed in the report; and

4.39.2 if the property is a leaseback property, its market rental is as assessed in the report.

***AGREED MARKET VALUE AND MARKET RENTAL***

4.40 If the governance entity's, and the Crown's, valuation report, in relation to the separate valuation property are delivered under paragraph 4.38 by the required date, the governance entity and the land holding agency must use good faith reasonable endeavours to agree in writing, within 70 business days after the notification date:

4 DEFERRED PURCHASE

- 4.40.1 the market value for the property; and
- 4.40.2 if the property is a leaseback property, its market rental.

**DETERMINATION OF MARKET VALUE AND RENTAL BY ARBITRATION**

- 4.41 If, within 70 business days after the notification date, the market value of a separate valuation property that is not a leaseback property or, if the property is a leaseback property, its market value and/or market rental are not determined or agreed under paragraphs 4.39 or 4.40, the governance entity and the land holding agency must, within 75 business days after the notification date, refer to the valuation arbitrator the determination of:
  - 4.41.1 the market value of the property; and/or
  - 4.41.2 if applicable, its market rental.
- 4.42 An arbitration, after a referral under paragraph 4.41, is an arbitration for the purposes of the Arbitration Act 1996.
- 4.43 Within ten business days after the arbitration commencement date, the valuation arbitrator must give notice to the governance entity and the land holding agency of a meeting to be:
  - 4.43.1 attended by the governance entity, the governance entity's valuer, the land holding agency, and the Crown's valuer; and
  - 4.43.2 at a venue and time decided by the valuation arbitrator, after consulting with the governance entity and the land holding agency, but the time of the meeting must be no later than 30 business days after the arbitration commencement date.
- 4.44 By no later than 5.00pm on the day that is 5 business days before the date of the arbitration meeting, the governance entity and the land holding agency must give to the valuation arbitrator and to each other:
  - 4.44.1 the governance entity's valuation report or the Crown's valuation report, as the case may be; and
  - 4.44.2 any submission, sales and/or rental evidence, and expert evidence that the governance entity or the land holding agency intend to present at the meeting.
- 4.45 At the arbitration meeting, the valuation arbitrator must:
  - 4.45.1 establish a procedure for the meeting; and
  - 4.45.2 give the governance entity, and the land holding agency, the right to examine, cross examine, and re-examine, as appropriate:
    - (a) the governance entity's valuer or the Crown's valuer; and
    - (b) any other person giving evidence; and



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
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**4 DEFERRED PURCHASE**

- 4.45.3 have regard to the requirements of natural justice.
- 4.46 No later than 50 business days after the arbitration commencement date, the valuation arbitrator must give his or her determination of the market value of the separate valuation property, and if it is a leaseback property its market rental, which must be no higher than the higher, and no lower than the lower, assessment of market value or market rental, as the case may be, contained in:
- 4.46.1 the Crown's valuation report; and
- 4.46.2 the governance entity's valuation report.

***MARKET VALUE AND MARKET RENTAL***

- 4.47 The market value of the separate valuation property, and if it is a leaseback property its market rental, as at the notification date, is the market value and/or market rental as:
- 4.47.1 determined under paragraph 4.39;
- 4.47.2 agreed under paragraph 4.40; or
- 4.47.3 determined by the valuation arbitrator under paragraph 4.46.





4 DEFERRED PURCHASE

**F TERMS OF GROUND LEASES FOR SELECTED LEASEBACK PROPERTIES**

***APPLICATION OF THIS SUBPART***

- 4.48 The terms of a ground lease for a selected leaseback property from the governance entity to the land holding agency are determined under this subpart (ownership of the lessee's improvements remaining with the land holding agency), except for its rental which is to be agreed or determined under subpart E.

***TERMS OF GROUND LEASE IN LEASEBACK SCHEDULE***

- 4.49 The terms of the land holding agency's ground lease set out in the leaseback schedule are to be used if it is the land holding agency, except that, as at the date of this deed, the terms that are in square brackets (the **outstanding terms**) are not agreed.

***AGREEMENT ON OUTSTANDING TERMS***

- 4.50 Immediately after the date of this deed, the governance entity and each land holding agency must commence negotiations with the purpose of using their best endeavours to sign, by no later than the settlement date, an agreement settling the outstanding terms by agreeing, in relation to each outstanding term, that it is to –

- 4.50.1 remain without change; or
- 4.50.2 be amended in an agreed way; or
- 4.50.3 be deleted.

***TERMS OF GROUND LEASE***

- 4.51 The ground lease for a selected leaseback property is to be on the terms of the land holding agency's ground lease set out in the schedule but with the outstanding terms as agreed by the settlement date under paragraph 4.50.

4 DEFERRED PURCHASE

G TERMS OF TRANSFER

**APPLICATION OF THIS SUBPART**

4.52 This subpart applies if the Crown and the governance entity are deemed under paragraph 4.8 to have entered into an agreement for the sale and purchase of a deferred selection property.

**SETTLEMENT AND POSSESSION**

4.53 On the DSP settlement date:

4.53.1 the Crown must:

- (a) transfer the fee simple estate in the deferred selection property to the governance entity subject to, and where applicable with the benefit of:
  - (i) the disclosed encumbrances (as they may be varied under paragraph 4.62.1) and any additional encumbrances under paragraph 4.62.2; and
  - (ii) if the property is a leasehold property, the lease to the land holding agency determined under subpart F; and
- (b) subject to paragraph 4.85, provide the governance entity with the following documents in relation to the deferred settlement property:
  - (i) a registrable transfer instrument; and
  - (ii) any other instrument in registrable form required by this part; and
  - (iii) all contracts and other documents that:
    - (aa) create unregistered rights, interests, and obligations affecting the registered proprietor's interest (but not proclamations, *Gazette* notices, and similar public notices); and
    - (bb) continue after the actual DSP settlement date; and
- (c) provide the governance entity with the keys to exterior doors, electronic door openers, and security codes to alarms to or for the deferred selection property that are in the possession of the Crown; and

4.53.2 the governance entity must pay to the Crown, by way of bank cheque drawn on a New Zealand registered bank (or by another payment method agreed by the governance entity and the landholding agency) and payable to the land holding agency, an amount equal to the market value of the property determined or agreed under subpart D or E, as the case may be, plus GST if any; and



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
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**4 DEFERRED PURCHASE**

- 4.53.3 vacant possession must be given and taken of the deferred selection property, subject to:
- (a) the disclosed encumbrances in relation to the property (as they may be varied under paragraph 4.62.1); and
  - (b) any additional encumbrance under paragraph 4.62.2; and
  - (c) in the case of a leaseback property, the ground lease to the Crown.

***OUTGOINGS AND INCOMINGS TO BE APPORTIONED***

- 4.54 The land holding agency must, before the actual DSP settlement date, provide the governance entity with a statement calculating the amount payable by the governance entity or the Crown, as the case may be, under paragraph 4.55.
- 4.55 On the DSP actual settlement date:
- 4.55.1 the governance entity must pay the land holding agency the amount by which the outgoings (except for insurance premiums) for the deferred selection property pre-paid by the Crown in respect of a period after the actual DSP settlement date exceed the incomings received by the Crown for that period; or
  - 4.55.2 the land holding agency must pay to the governance entity the amount by which the incomings received by the Crown in respect of a period after the actual DSP settlement date exceed the outgoings (except for insurance premiums) for the deferred selection property pre-paid by the Crown for that period.
- 4.56 The governance entity is not required to take over from the land holding agency a contract of insurance in relation to the deferred selection property.

***SURVEY AND REGISTRATION COSTS***

- 4.57 The land holding agency must pay any survey and registration costs required to transfer the fee simple estate in the deferred selection property to the governance entity.

***FIXTURES, FITTINGS, AND CHATTELS***

- 4.58 The deferred selection property is to be transferred with all fixtures and fittings that, on the notification date, are owned by the land holding agency, except:
- 4.58.1 a transfer of the Wellington railway station (as defined in paragraph 4.10) excludes the excluded railway assets (as defined in paragraph 4.11.1); and
  - 4.58.2 in the case of a leaseback property, in which case ownership of all lessee's improvements remain with the land holding agency.
- 4.59 Fixtures and fittings transferred under paragraph 4.58 are to be free of any mortgage or charge.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE**

**4 DEFERRED PURCHASE**

- 4.60 Chattels situated on the deferred selection property are not included in its transfer.
- 4.61 Any issue as to the ownership of, and liability for, chattels situated on the deferred selection property, or fixtures or fittings owned or installed by a person other than the Crown (including a tenant or occupant of the property, must be resolved between the governance entity and the person (without reference to the Crown).

***RIGHTS AND OBLIGATIONS IN THE PRE-PURCHASE PERIOD***

- 4.62 The Crown may in the pre-purchase period, with the governance entity's prior consent (which must not be unreasonably withheld or delayed):
- 4.62.1 vary a disclosed encumbrance: or
  - 4.62.2 enter into an encumbrance affecting or benefiting the deferred selection property.
- 4.63 During the pre-purchase period, the land holding agency must:
- 4.63.1 ensure the deferred selection property is maintained in substantially the same condition as the property was in at the notification date, fair wear and tear excepted; and
  - 4.63.2 obtain the prior consent of the governance entity (which must not be unreasonably withheld or delayed) before procuring a consent or providing a waiver under the Resource Management Act 1991, or other legislation, that materially affects the deferred selection property; and
  - 4.63.3 if the land holding agency carries out works, or gives specific authority in writing for works to be carried out, on the deferred selection property, comply with the obligations imposed on the Crown under the Building Act 2004 in respect of such works.
- 4.64 The land holding agency must pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the deferred selection property until the actual DSP settlement date, except where the charges are payable by a tenant or occupant to the supplier.
- 4.65 Subject to the terms of any disclosed encumbrance in relation to the deferred selection property, the land holding agency must use reasonable endeavours to obtain permission for the governance entity (or a person authorised by it) to enter and inspect the deferred selection property on one occasion before the DSP settlement date.
- 4.66 The governance entity must comply with all reasonable conditions imposed by the land holding agency in relation to it entering and inspecting the deferred selection property under paragraph 4.65.



4 DEFERRED PURCHASE

**POST SETTLEMENT OBLIGATIONS**

- 4.67 If, after the actual DSP settlement date, the land holding agency receives a notice or demand in relation to the deferred selection property from the Crown, a territorial authority, or a tenant, the land holding agency will:
- 4.67.1 if it does not pay or comply with the notice or demand, promptly deliver it to the governance entity or the governance entity's solicitor; and
  - 4.67.2 if the land holding agency fails to do so, be liable for any penalty incurred.
- 4.68 Immediately after the actual DSP settlement date, the land holding agency will give notice of the transfer of the deferred selection property to the territorial authority having jurisdiction in respect of that property.

**RISK AND INSURANCE**

- 4.69 The deferred selection property is at the sole risk of:
- 4.69.1 the Crown, until the actual DSP settlement date; and,
  - 4.69.2 the governance entity, from the actual DSP settlement date.

**DAMAGE AND DESTRUCTION**

- 4.70 Paragraphs 4.71 to 4.75 apply if, before the actual DSP settlement date:
- 4.70.1 the deferred selection property is destroyed or damaged; and
  - 4.70.2 the destruction or damage has not been made good.
- 4.71 If, as a result of the destruction or damage, the deferred selection property is untenable:
- 4.71.1 the governance entity may cancel the transfer by notice in writing to the land holding agency; or
  - 4.71.2 if the property is a leaseback property, the land holding agency may cancel the transfer by notice in writing to the governance entity; and
  - 4.71.3 if neither the governance entity or the land holding agency cancel the transfer under this clause, the governance entity must complete the transfer on the condition that the land holding agency pay to the governance entity, as a partial refund of the purchase price, the amount by which the value of the deferred selection property has diminished as at the actual DSP settlement date as a result of the destruction or damage.
- 4.72 If, despite the destruction or damage, the deferred selection property is tenable, the governance entity must complete the transfer on the condition that the land holding agency pay to the governance entity, as a partial refund of the purchase price, the amount by which

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
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**4 DEFERRED PURCHASE**

the value of the deferred selection property has diminished as at the actual DSP settlement date as a result of the destruction or damage.


- 4.73 The governance entity or the land holding agency may give the other notice:
- 4.73.1 requiring a dispute as to the application of paragraphs 4.71 and 4.72 be determined by an arbitrator to be appointed by the President of the New Zealand Law Society; and
  - 4.73.2 after the appointment of the damage and destruction arbitrator, referring the dispute to him or her for determination under the Arbitration Act 1996.
- 4.74 If a dispute as to the application of paragraphs 4.71 and 4.72 is not determined by the DSP settlement date, transfer and possession of the deferred selection property is deferred until the fifth business day following the determination of the dispute.
- 4.75 Despite paragraph 4.74, a damage and destruction arbitrator may determine that the possession date:
- 4.75.1 is not to be deferred; or
  - 4.75.2 is to be deferred to a different day to that provided by paragraph 4.74.

**AMOUNT PAYABLE NOT AFFECTED**

- 4.76 The amount payable by the governance entity under this part for the deferred selection property will not be affected by either or both of the following:
- 4.76.1 a variation to a disclosed encumbrance under paragraph 4.62.1; or
  - 4.76.2 a new encumbrance entered into by the Crown under paragraph 4.62.2.

**BOUNDARIES AND TITLE**

- 4.77 The Crown is not required to point out the boundaries of the deferred selection property.
- 4.78 If the deferred selection property is subject only to the disclosed encumbrances (as they may be varied under clause 4.62.1), any additional encumbrance under paragraph 4.62.2, and if the property is a leaseback property the ground lease to the land holding agency, the governance entity:
- 4.78.1 will be treated as having accepted the Crown's title to the property as at the actual DSP settlement date; and
  - 4.78.2 may not make any objections to, or requisitions on, it.
- 4.79 Any error, omission, or misdescription of the deferred selection property or its title shall not annul the transfer of the deferred selection property.



4 DEFERRED PURCHASE

**FENCING**

4.80 The Crown:

4.80.1 is not liable to pay for, or contribute towards, the expense of erecting or maintaining a fence between the deferred selection property and any contiguous land of the Crown (unless the Crown requires the fence); and

4.80.2 may require a fencing covenant to this effect in a transfer of the deferred selection property.

4.81 Paragraph 4.80 will not continue for the benefit of any purchaser from the Crown of the contiguous land.

**DISCLOSURE INFORMATION**

4.82 The Crown warrants to the governance entity that the disclosure information in relation to the deferred selection property is, as at the date the information is provided under paragraph 4.6.1, all the material information that relates to the deferred selection property of which the land holding agency is aware, having:

4.82.1 inspected its records but not made enquiries beyond its records but; and in particular

4.82.2 not undertaken a physical inspection of the deferred selection property.

4.83 Except as provided in paragraph 4.82, the Crown gives no representation or warranty, whether express or implied, and does not accept any responsibility, with respect to:

4.83.1 the deferred selection property including as to its ownership, management, occupation, physical condition, use or, compliance with:

(a) any legislation including by-laws; or

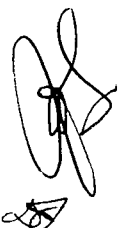
(b) any enforcement or other notice, requisition, or proceedings issued by any authority; or

4.83.2 the completeness or accuracy of the disclosure information.

4.84 The governance entity acknowledges that, although the Crown is not giving any representation or warranty in relation to the deferred selection property, except as provided in paragraph 4.82, the governance entity had the opportunity prior to the DSP settlement date, in addition to being able to examine the disclosure information, to:

4.84.1 inspect the property; and

4.84.2 determine its state and condition.



4 DEFERRED PURCHASE

**DELAYED TRANSFER OF LEGAL TITLE**

4.85 If all the land comprising the deferred selection property is not all of the land contained in a computer freehold register or registers, the Crown covenants for the benefit of the governance entity that it will:

4.85.1 arrange for the creation of a computer freehold register or registers for all that land; and

4.85.2 transfer title to the deferred selection property, as soon as is reasonably practicable, but no later than five years after the actual DSP settlement date.

4.86 The covenant given by the Crown under paragraph 4.85 has effect and is enforceable, despite:

4.86.1 being positive in effect; and

4.86.2 there being no dominant tenement.

4.87 If paragraph 4.85 applies then, for the period from the actual DSP settlement date until the date that the Crown transfers the title to the deferred selection property to the governance entity:

4.87.1 the governance entity will be the beneficial owner of the property; and

4.87.2 all obligations and rights will be performed and arise as if full legal title had passed to the governance entity on the actual DSP settlement date; and

4.87.3 the governance entity may not serve a settlement notice under paragraph 4.103.

**INTEREST**

4.88 If for any reason (save the default of the Crown) all or any of the market value, or any other monies, payable by the governance entity to the land holding agency in relation to the deferred selection property are not paid on the DSP settlement date:

4.88.1 the land holding agency is not required to give possession of the property to the governance entity; and

4.88.2 the governance entity must pay the land holding agency default interest at the rate of 12% per annum on all the unpaid moneys (plus GST if any) for the period from the DSP settlement date to the actual DSP settlement date.

4.89 Paragraph 4.88 is without prejudice to any other rights or remedies available to the Crown at law or in equity.





**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE**

**4 DEFERRED PURCHASE**

***SETTLEMENT NOTICE***

- 4.90 If, without the written agreement of the governance entity and the land holding agency, settlement is not effected on the DSP settlement date then:
- 4.90.1 either the land holding agency or the governance entity may at any time after the DSP settlement date serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but
- 4.90.2 the settlement notice is effective only if the party serving it is:
- (a) ready, able, and willing to effect settlement in accordance with the settlement notice; or
- (b) not ready, able, and willing to effect settlement only by reason of the default or omission of the other party; and
- 4.90.3 upon service of a settlement notice, the party on which it is served must effect settlement within 10 business days after the date of service (excluding the date of service); and
- 4.90.4 time is of the essence under paragraph 4.90.3; and
- 4.90.5 if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted by paragraph 4.8.
- 4.91 Paragraph 4.90, and the exercise of rights under it, is without prejudice to any other rights or remedies, whether in law, at equity or otherwise, that the party not in default may have.

***MISCELLANEOUS***

**Further assurances**

- 4.92 The Crown and the governance entity must, at the request of the other, sign and deliver any further documents or assurances, and do all acts and things, that the other may reasonably require to give full force and effect to this part.

**Non-merger**

- 4.93 On transfer of the deferred selection property to the governance entity:
- 4.93.1 the provisions of this subpart will not merge; and
- 4.93.2 to the extent any provision of this subpart has not been fulfilled, it will remain in force.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

H DEFERRED SELECTION PROPERTIES

Land holding agency	Property name	Legal description	Address	Valuation
<b>SHELLY BAY PROPERTIES</b>				
New Zealand Defence Force	Shelly Bay Defence Property – Offices, Accommodation and Married Quarters	0.8049 hectares more or less being Sections 8 and 9 SO 339948. All CFR 205722  2.9427 hectares more or less being Section 1 SO 37849. All GN B654821.1.		Separately valued
New Zealand Defence Force	Shelly Bay Defence Property – Base Commander's house	1.2969 hectares more or less being Part Lot 3 DP 3020 and Section 2 SO 339948. All CFR 223338.		Separately valued
New Zealand Defence Force	Shelly Bay Wharves			Separately valued
Department of Corrections	Surplus Corrections land adjoining Wellington Prison	2.8624 hectares more or less being Part Section 20 Watts Peninsula District. All CFR WN46B/925.		Separately valued

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE**

**4 DEFERRED PURCHASE**

<b>Land holding agency</b>	<b>Property name</b>	<b>Legal description</b>	<b>Address</b>	<b>Valuation</b>
<b>NON-LEASEBACK PROPERTIES</b>				
Office of Treaty Settlements	Part Korokoro School (vacant residential section)	0.8370 hectares more or less being Lot 2 DP 327546. All CFR 112043.	Korokoro Road, Lower Hutt	Jointly valued
Office of Treaty Settlements	Former Woodhatton Primary School (closed)	1.7530 hectares more or less being Lot 1 DP 328964. All CFR 118246.	Wood Street, Wainuiomata	Separately valued
Office of Treaty Settlements	Petone College (closed school)	3.3031 hectares more or less being Section 2 SO 327922. All CFR 355528	29 North St (also known as 25-28 Graham St)	Separately valued
Office of Treaty Settlements	Kelburn Health property	0.0433 hectares more or less being Lot 1 DP 9340. All CFR WN5D/349.	1A Gladstone Terrace	Jointly valued
Office of Treaty Settlements	Kelburn Health property	0.0740 hectares more or less being Lot 2 DP 11429. All CFR WN54C/23.	35 Salamanca Road	Jointly valued
Office of Treaty Settlements	Kelburn Health property	0.2297 hectares more or less being Lots 10, 11, 12, 22 and 23 DP 6205 and Part Sections 1262 and 1254 Town of Wellington. All CFR WN6B/195	37-41 Salamanca Road	Jointly valued
Office of Treaty Settlements	Kaumatua Flats	0.1895 hectares more or less being Lot 1 DP 57961. All CFR WN27B/978.	12 Wellington Road, Lower Hutt	Jointly valued
Office of Treaty Settlements	Kaumatua Flats	0.1069 hectares more or less being Lot 86 DP 15344. All CFR WN41D/758.	138 Whites Line East, Lower Hutt	Jointly valued
Office of Treaty Settlements	Vacant Transit Land alongside Wellington Motorway	0.0102 hectares more or less being Lot 2 DP 303746. All CFR 14970. 0.1265 hectares more or less being Lot 2 DP 381 133. All CFR 325158.	13 Parliament St and 107 Hill St	Jointly valued
Office of Treaty Settlements	Vacant land in Seatoun	0.1044 hectares more or less being Lot 2 DP 352046. All CFR 213488.	11 Ventnor St, Seatoun	Jointly valued
Office of Treaty Settlements	Ministerial Services	0.0579 hectares more or less being Lot 22 Block III DP 1197. All CFR WN37D/634.	9 Central Terrace	Jointly valued
Office of Treaty Settlements	Former Petone Fire Station	0.1232 hectares more or less being Lots 173 and 174 and Part Lot 175 DP 1232 and Lot 42 DP 1533. All CFR WN39A/325.		Separately valued

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE**

**4 DEFERRED PURCHASE**

<b>Land holding agency</b>	<b>Property name</b>	<b>Legal description</b>	<b>Address</b>	<b>Valuation</b>
Office of Treaty Settlements	Former CYFS House - Seven bedroom house	0.2481 hectares more or less being Lot 1 DP 72224. All CFR WN40D/247.	116 Naenae Road, Lower Hutt	Jointly valued
Ontrack	Wellington Railway Station and Social Hall Building and underlying land	0.8630 hectares approximately being Part Lot 1 DP 10550. Part CFR WN53C/751. (Wellington Railway Station) Subject to final survey 0.0570 hectares approximately being Part Lot 1 DP 10550. Part CFR WN53C/751. (Railway Social Hall) Subject to final survey		Separately valued

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE**

**4 DEFERRED PURCHASE**

Land holding agency	Property name	Legal description	Address	Valuation	Value of property for purposes of paragraph 4.4.2
<b>LEASEBACK PROPERTIES</b>					
Archives New Zealand	National Archives	0.5466 hectares more or less being Section 1257 Town of Wellington. All CFR WN34D/86.	10 Mulgrave Street	Separately valued	\$16,700,000
Ministry of Education	Hutt Valley High School	0.0638 hectares more or less being Lot 2 DP 8552. All CFR WN391/52. 0.0637 hectares more or less being Lot 5 DP 8552. All Proc 1909. 0.0624 hectares more or less being Lot 6 DP 8552. All CFR WN415/167. 6.9153 ha more or less being Part Lot 2 DP 302798. Balance CFR 10779.		Separately valued	\$9,250,000
Ministry of Education	Northland School	0.4300 hectares more or less being Section 73 Karori District. All CFR WNC4/962.	14 Harbour View Road	Separately valued	\$1,525,000
Ministry of Education	Wellington Girls College	1.3284 hectares more or less being Section 16 Kaiwharawhara District. All CFR WNC4/964. 0.0273 hectares more or less being Part Section 584 Town of Wellington. All Proc 4947. 0.0356 hectares more or less being Lots 1, 2 and 3 DP 6786. All Proc 3803. 0.2795 hectares more or less being Part Section 595 Town of Wellington. All CFR WN287/169. 0.2023 hectares more or less being Part Reserve 2 Town of Wellington. All CFR WN1/205. 0.0840 hectares more or less being Part Lot 1 Plan A/1655. Balance Proc 3545. 0.0964 hectares more or less being Part Lot 1 Plan A/1655. All Proc 3559. 0.0026 hectares more or less being Part Section 595 Town of Wellington. All Gazette 1963 page 295.	Pipitea Street	Separately valued	\$13,800,000

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE**

**4 DEFERRED PURCHASE**

Land holding agency	Property name	Legal description	Address	Valuation	Value of property for purposes of paragraph 4.4.2
		0.1037 hectares more or less being Part Reserve 2 Town of Wellington. All Proc 516721. 0.0961 hectares more or less being Part Reserve 2 Town of Wellington. All Proc 4931. 0.1662 hectares more or less being Part Sections 585, 586 and 595 Town of Wellington. All CFR WN401/294. 0.0195 hectares more or less being Lot 1 DP 6748. All GN 769737. 0.0200 hectares more or less being Lot 2 DP 6748. All GN 781992.1. 0.0357 hectares more or less being Lot 9 DP 861. All GN 816120. 0.0486 hectares more or less being Part Lots 1 and 8 DP 861. All GN 843902. 0.0271 hectares more or less being Part Lots 1, 2 and 8 DP 861. All Proc 5205. 0.0483 hectares more or less being Part Lots 1 and 2 DP 861. All GN 784567. 0.0843 hectares more or less being Closed Road as shown on SO 25534. All Proc 575531. 0.0329 hectares more or less being Lot 1 DP 808. All Proc 5178. 0.1752 hectares more or less being Lot 1 DP 10348, Parts Lot 2 DP 9787, Part Lot 1 Plan A/1202 and Lot 1 DP 9787. All GN 857207. 0.0169 hectares more or less being Part Section 585 Town of Wellington. All Proc 4544. 0.0156 hectares more or less being Lot 1 Deeds Plan 590. All Proc 450145. 0.0112 hectares more or less being Lot 2 Deeds Plan 590. All Proc 5353. 0.0120 hectares more or less being Lot 3 Deeds Plan 590. All Proc 474444. 0.0117 hectares more or less being Lot 4 Deeds Plan 590. All Proc 476855. 0.0118 hectares more or less being Lot 5 Deeds Plan 590. All Proc 479955. 0.0117 hectares more or less being Lot 6 Deeds Plan 590. All CFR WN562/149. 0.0115 hectares more or less being Lot 7 Deeds Plan 590. All CFR WN560/79.			

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE**

**4 DEFERRED PURCHASE**

<b>Land holding agency</b>	<b>Property name</b>	<b>Legal description</b>	<b>Address</b>	<b>Valuation</b>	<b>Value of property for purposes of paragraph 4.4.2</b>
Ministry of Education	Te Aro School	1.0891 hectares more or less being Section 434 and Part Sections 432 and 433 Town of Wellington. Balance GN B492166.2.	The Terrace	Separately valued	\$8,200,000
Ministry of Justice	Wellington High Court	0.2315 hectares more or less being Section 1 SO 35741. All CFR WN43B/185. 0.0989 hectares more or less being Section 2 SO 35741. All CFR WN43B/186.	2 Molesworth St	Separately valued	\$15,300,000
Ministry of Justice	Wellington District Court	0.1641 hectares more or less being Sections 1, 2 and 3 Block VI Thorndon Reclamation and Lot 1 DP 6634. All CFR WN41D/189.	43 Ballance St	Separately valued	\$24,800,000
National Library	National Library	0.5566 hectares more or less being Section 2 SO 36509. All CFR WN39D/608.	58 Molesworth St	Separately valued	\$27,600,000
New Zealand Police	Electronics workshop	0.0110 hectares more or less being Section 1 SO 24543. Balance GN 553232. 0.1562 hectares more or less being Lots 9, 10, 11, 13, 14, 15, 16 and 18 and Part Lots 8, 12 and 17 DP 1776. All GN 556430.	72 Adelaide Rd, Newtown	Separately valued	\$270,000
New Zealand Police	Eastbourne Police Station	0.2142 hectares more or less being Lots 5 and 6 DP 1679. All CFR WN234/218.	117-119 Muritai Road	Separately valued	\$1,075,000
New Zealand Police	Petone CPC	0.1075 hectares more or less being Part Section 6 Hutt District. All GN B285810.1.	27a Jackson Street	Separately valued	\$770,000
New Zealand Police	Wainuiomata Police Station	0.1089 hectares more or less being Lots 18 and 19 DP 17210 and Lots 1 and 2 DP 25430. All GN 665194.1.	3 Fitzherbert Road	Separately valued	\$195,000

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

Land holding agency	Property name	Legal description	Address	Valuation	Value of property for purposes of paragraph 4.4.2
Ontrack	Land between Railway Station and Waterloo Quay	0.0465 hectares more or less being Lot 3 DP 11169. All CFR WN40A/558.	69-71 Waterloo Quay	Separately valued	\$840,000
Ontrack	Land between Railway Station and Waterloo Quay	0.1178 hectares more or less being Lot 33 DP 80544. All CFR WN47A/801.	73-79 Waterloo Quay	Separately valued	\$1,880,000
Ontrack	Land between Railway Station and Waterloo Quay	0.0775 hectares more or less being Lot 39 DP 79376. All CFR WN45D/804.	61-67 Waterloo Quay	Separately valued	\$1,350,000



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE

4 DEFERRED PURCHASE

APPENDIX 1

*[Note: These instructions may be modified to apply to more than one joint valuation property.]*

**Valuation instructions to a jointly appointed valuer for a joint valuation property**

**INTRODUCTION**

The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) deed of settlement dated [ ] (the deed) gives the Port Nicholson Block Settlement Trust (the governance entity) the right to purchase properties from the Crown.

This right is given by part 4 of the provisions schedule to the deed (part 4).

The governance entity has given the Crown (the land holding agency) a notice of interest in the following property:

*[describe the property including its legal description]*

**DEED ENCLOSED**

A copy of the deed is enclosed.

Your attention is drawn to part 4. All references to subparts or paragraphs in this letter are to subparts or paragraphs of part 4.

A term defined in the deed has the same meaning when used in these instructions.

The property is a joint valuation property for the purposes of part 4. Subpart D applies to the valuation of joint valuation properties.

**VALUATION REQUIRED**

The governance entity and the land holding agency require you to undertake a valuation to assess the market value of the property as at the date the land holding agency received the notice of interest from the governance entity. That date was *[date]* (the valuation date).

The market value of the property assessed by you (plus GST if any) will be the market value at which the governance entity may elect to purchase the property under part 4.

You may obtain relevant specialist advice such as engineering or planning advice.

**REQUIREMENTS FOR THE VALUATION**

Our requirements for your valuation are as follows:

1. You are to assume that:
  - (a) the property is a current asset and was available for immediate sale as at the valuation date; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE**


**4 DEFERRED PURCHASE**

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- (b) all statutory and regulatory processes imposed on the Crown to dispose of the property have been met.
2. The effective date of your valuation is the valuation date.
3. Your valuation is to:
- (a) be on the basis of market value as defined in the International Valuation Standards contained in the Property Institute of New Zealand Professional Practice (Fifth Edition); and
  - (b) take into account:
    - (i) any encumbrances, interest, or other matter affecting or benefiting the property as are noted on its title on the valuation date; and
    - (ii) the attached disclosure information (which is the information given to the governance entity by the land holding agency about the property under paragraph 4.6.1, including the disclosed encumbrance information) but not a claim by, or on behalf of, Taranaki Whānui ki Te Upoko o Te Ika in relation to the property; and
    - (iii) the terms of transfer set out in subpart G (which will apply to a purchase of the property by the governance entity).

**REQUIREMENTS FOR YOUR VALUATION REPORT**

We require a full valuation report in accordance with the Property Institute of New Zealand Professional Practice (Fifth Edition), including:

- (
- an executive summary containing:
    - o a summary of the valuation along with key valuation parameters;
    - o a summary of key issues affecting value;
  - an assessment of the market value (exclusive of GST) of the property as at the valuation date;
  - compliance with the minimum requirements as set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with subpart D;
  - a clear definition of the distinction between the land value and the value of improvements;
  - a clear statement as to the impact (if any) of the disclosed encumbrance information;
  - details of your assessment of the highest and best use of the property;
  - comment on the rationale of likely purchasers of the property;



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE**

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**4 DEFERRED PURCHASE**

- full details of the approaches to value and a clear identification of the key variables which in your opinion have a material impact on the valuation;
- a detailed description of improvements;
- attaching appendices setting out:
  - o a statement of valuation methodology and policies; and
  - o relevant market and sales information.

**ACCEPTANCE OF THESE INSTRUCTIONS**

By accepting these instructions, you acknowledge that you will prepare and provide a valuation report to the governance entity and the land holding agency no later than 50 business days after the valuation date.

**OPEN AND TRANSPARENT VALUATION**

The governance entity and the land holding agency intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must copy any questions you have or receive with regard to the property, together with the responses, to the governance entity and the land holding agency.



4 DEFERRED PURCHASE

APPENDIX 2

**[Note: These instructions may be modified to apply to more than one separate valuation property. The references to the determination of market rental must be deleted if the property is not a leaseback property.]**

**Valuation instructions to the governance entity's or the Crown's valuer for a separate valuation property**

**INTRODUCTION**

The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) deed of settlement dated [ ] (the deed) gives the Port Nicholson Block Settlement Trust (the governance entity) the right to purchase properties from the Crown.

This right is given by part 4 of the provisions schedule to the deed (part 4).

The governance entity has given the Crown (the land holding agency) a notice of interest in the following property:

*[describe the property including its legal description]*

**DEED ENCLOSED**

A copy of the deed is enclosed.

Your attention is drawn to part 4. All references to subparts or paragraphs in this letter are to subparts or paragraphs of part 4.

A term defined in the deed has the same meaning when used in these instructions.

The property is a separate valuation property for the purposes of part 4. Subpart E applies to the valuation of separate valuation properties.

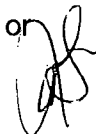
**VALUATION REQUIRED**

You are required to undertake a valuation to assess the market value of the property as at the date the land holding agency received the notice of interest from the governance entity. That date was [date] (valuation date). [You are also required to assess the market rental of the property as at the valuation date.]

Another registered valuer will be required by [the land holding agency][the governance entity][delete one] to assess the market value of the property [,and its market rental,] at the valuation date.

The two valuations are to enable the market value of the property [, and its market rental,] to be determined either:

- (a) by agreement between the land holding agency and the governance entity; or
- (b) by arbitration.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE**

**4 DEFERRED PURCHASE**

You are to:

- (a) before inspecting the property, agree with the other valuer:
  - (i) the valuation method applicable to the property; and
  - (ii) the comparable sales [,and market rentals,] to be used in determining the value of the property; and
- (b) inspect the property together with the other valuer; and
- (c) attempt to resolve any matters arising from your inspections by the following day; and
- (d) within 50 business days of the notification date, deliver a copy of your valuation report to us, the other valuer, and the [land holding agency][the governance entity][*delete one*]; and
- (e) within 55 business days of the notification date:
  - (i) prepare an independent analysis of both valuation reports to assist the governance entity and the land holding agency to agree a market value for the property; and
  - (ii) give your analysis to us and the other valuer; and
- (f) participate in any arbitration process required under subpart E to determine the market value [, and the market rental,] of the property.

**REQUIREMENTS FOR YOUR VALUATION**

Our requirements for your valuation are as follows:

- 1. You are to assume that:
  - (a) the property is a current asset and was available for immediate sale as at the valuation date; and
  - (b) all statutory and regulatory processes imposed on the Crown to dispose of the property have been met.
- 2. The effective date of your valuation is the valuation date.
- 3. The valuation is to:
  - (a) assess market value on the basis of market value as defined in the International Valuation Standards contained in the Property Institute of New Zealand Professional Practice (Fifth Edition); and
  - (b) assess market rental as the amount, exclusive of GST, and expressed as an annual payment, at which the land only of the property would lease (as the lessee's improvements are not transferring to the governance entity) subject to specific lease terms and conditions, between a willing lessor and a willing

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE**

**4 DEFERRED PURCHASE**

lessee, in an arm's length transaction, if the parties to the transaction had each acted knowledgeably, prudently, and without compulsion; and

- (c) take into account:
- (i) any encumbrances, interest, or other matter affecting or benefiting the property as are noted on its title on the valuation date;
  - (ii) the attached disclosure information (which is the information given to the governance entity by the land holding agency about the property under paragraph 4.6.1, including the disclosed encumbrance information) but not a claim by, or on behalf of, Taranaki Whanui ki Te Upoko o Te Ika in relation to the property; and
  - (iii) the terms of transfer set out in subpart G (which will apply to a purchase of the property by the governance entity); and
  - (iv) if the property is a leaseback property, the lease terms for the ground lease of the property (as the lessee's improvements are not transferring to the governance entity); and
- (d) if the property is a leaseback property, take no account of the value for that property provided in column 6 of subpart H of part 4 in relation to the property.

**REQUIREMENTS FOR THE VALUATION REPORT**

A full valuation report in accordance with the Property Institute of New Zealand Professional Practice (Fifth Edition) is required, including:

- an executive summary containing:
  - o a summary of the valuation along with key valuation parameters;
  - o a summary of key issues affecting value;
- an assessment of the market value (exclusive of GST) of the property [, and its market rental,] as at the valuation date;
- compliance with the minimum requirements as set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation and other relevant standards, insofar as they are consistent with subpart E;
- a clear definition of the distinction between the land value and the value of improvements;
- a clear statement as to the impact (if any) of the disclosed encumbrance information;
- details of your assessment of the highest and best use of the property;
- comment on the rationale of likely purchasers [,and tenants,] of the property;
- full details of the approaches to value and a clear identification of the key variables which in your opinion have a material impact on the valuation;

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE**

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**4 DEFERRED PURCHASE**

- a detailed description of improvements;
- attaching appendices setting out:
  - o a statement of valuation methodology and policies; and
  - o relevant market and sales information.

**ACCEPTANCE OF THESE INSTRUCTIONS**

By accepting these instructions, you acknowledge that you will prepare and deliver the valuation report by no later 50 business days after the valuation date.

**OPEN AND TRANSPARENT VALUATION**

The governance entity and the land holding agency intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must copy any questions you have or receive with regard to the property, together with the responses, to the governance entity and the land holding agency.



## 5 TAX

### STATEMENT OF AGREED TAX PRINCIPLES

5.1 The parties agree that:

5.1.1 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

5.1.2 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

5.1.3 the transfer of each:

- (a) deferred selection property; and
- (b) RFR land,

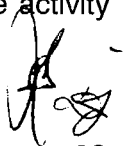
in accordance with the terms of this deed is a taxable supply for GST purposes and furthermore neither the exercise by the governance entity of rights to acquire such properties (to the extent such rights apply) nor the acquisition of such properties by the governance entity is subject to indemnification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

5.1.4 interest paid by the Crown under this deed (including amounts that are referred to in clause 8.9) is either assessable income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes; and the receipt or payment of that interest is not subject to indemnification for tax by the Crown under this deed; and

5.1.5 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

5.1.6 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).



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5 TAX

**ACKNOWLEDGEMENTS**

5.2 To avoid doubt, the parties acknowledge:

5.2.1 that the tax indemnities given by the Crown in this part, and the principles and acknowledgements in paragraphs 5.1 and 5.2:

- (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

5.2.2 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

5.2.3 paragraph 5.2.2 does not:

- (a) extend to an obligation of the Crown in respect of the deferred selection properties or the RFR land; or
- (b) affect an obligation of the governance entity to pay the purchase price relating to a deferred selection property or any RFR land; and

5.2.4 without limiting paragraph 5.2.2, 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

5.2.5 without limiting paragraph 5.2.2, 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 5.2.1), the payment of those amounts and the bearing of those costs is not subject to indemnification for tax by the Crown under this deed.



5 TAX

**ACT CONSISTENT WITH TAX PRINCIPLES**

- 5.3 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 5.1 and 5.2.

**MATTERS NOT TO BE IMPLIED FROM TAX PRINCIPLES**

- 5.4 Nothing in paragraph 5.1 is intended to suggest or imply that:
- 5.4.1 the payment, credit, or transfer of redress, or an indemnity payment, by the Crown to the governance entity is chargeable with GST; or
  - 5.4.2 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
  - 5.4.3 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**

- 5.5 If and to the extent that:
- 5.5.1 the payment, credit, or transfer of redress; or
  - 5.5.2 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**

- 5.6 If and to the extent that:
- 5.6.1 the payment, credit, or transfer of redress; or
  - 5.6.2 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,

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE**

**5 TAX**

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**

5.7 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:

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

5.7.2 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**

5.8 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:

5.8.1 any cultural redress; or

5.8.2 the right to purchase any deferred selection property; or

5.8.3 the right of first refusal to purchase any RFR land.

**DEMANDS FOR INDEMNIFICATION**

**Notification of indemnification event**

5.9 Each of:

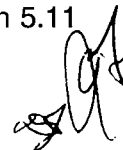
5.9.1 the governance entity; and

5.9.2 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**

5.10 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 5.11 and may be made at any time, and from time to time, after the settlement date.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE**

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**5 TAX**

**When demands are to be made**

5.11 Except:

5.11.1 with the written agreement of the Crown; or

5.11.2 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**

5.12 Without limiting paragraph 5.9, a demand for indemnification by the governance entity under this part must be accompanied by:

5.12.1 appropriate evidence (which may be a 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

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

**Repayment of amount on account of tax**

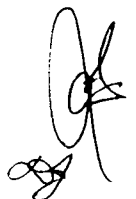
5.13 If payment is made by the Crown on account of tax to the governance entity or the Commissioner of Inland Revenue (for the account of the governance entity) and it is determined or held that no such tax (or an amount of tax that is less than the payment which the Crown made on account of tax) is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

5.13.1 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

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

5.13.3 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.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE**

**5 TAX**

**Payment of amount on account of tax**

- 5.14 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:
- 5.14.1 the “due date” for payment of that amount to the Inland Revenue Department under the applicable tax legislation; or
  - 5.14.2 the next business day following receipt by the governance entity of that payment from the Crown.

**Payment of costs**

- 5.15 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:
- 5.15.1 any demand for indemnification of the governance entity under or for the purposes of this part; and
  - 5.15.2 any steps or actions taken by the governance entity in accordance with the Crown’s requirements under paragraph 5.17.

**DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES**

- 5.16 Where any liability arises to the Crown under this part, the following provisions also apply:
- 5.16.1 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
  - 5.16.2 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
  - 5.16.3 the Crown reserves the right to:
    - (a) nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 5.16.2; and

5 TAX

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

**RULINGS, APPLICATIONS**

- 5.17 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**

- 5.18 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.

- 5.19 In the interpretation of this Part 5, 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.



## 6 NOTICE

### APPLICATION OF THIS PART

6.1 Unless otherwise provided in this deed or a settlement document, this part applies to notices under this deed or a settlement document to or by:

6.1.1 Taranaki Whānui ki Te Upoko o Te Ika; or

6.1.2 the governance entity; or

6.1.3 the Crown.

### REQUIREMENTS

6.2 A notice must be:

#### *In writing and signed*

6.2.1 in writing and signed by the person giving it (but, where the trustees for the time being of a trust are the governance entity, the notice is effective if a minimum of three of the trustees sign it); and

#### *Addressed*

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

(a) in part 1 of this schedule; or

(b) if the recipient has given notice of a new address or facsimile number, as provided in the most recent notice of a change of address or facsimile number; and

#### *Delivered*

6.2.3 given by:

(a) delivering it by hand to the recipient's address; or

(b) posting it in an envelope with pre-paid postage addressed to the recipient's address; or

(c) by faxing it to the recipient's facsimile number.

### TIMING

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

6.3.1 at the time of delivery, if delivered by hand; or



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
PROVISIONS SCHEDULE**

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**6 NOTICE**

- 6.3.2 on the second day after posting, if given by pre-paid post; or
- 6.3.3 on the day of transmission, if faxed; but
- 6.3.4 on the next business day, if under paragraphs 6.3.1 – 6.3.3 it is treated as having been received after 5pm on a business day or on a non-business day.





## 7 GENERAL PROVISIONS

### THIS DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

- 7.1 Until this deed becomes unconditional after the satisfaction of the conditions under clause 7.1 of the deed, it:
- 7.1.1 is entered into on a “without prejudice” basis; and
  - 7.1.2 in particular, may not be used as evidence in any proceedings before, or presented to, a court, tribunal (including the Waitangi Tribunal), or other judicial body.
- 7.2 Paragraph 7.1 does not exclude any jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.
- 7.3 Despite clause 7.1 of the deed, the following provisions are binding from the date of this deed:
- 7.3.1 clauses 7.1 to 7.3, and 7.7 to 7.10, of the deed;
  - 7.3.2 part 4 of this schedule so far as it applies to the Shelly Bay properties and subpart F of part 4 of this schedule; and
  - 7.3.3 parts 6, 7 and 8 of this schedule.

### ENTIRE AGREEMENT

- 7.4 This deed and the settlement documents:
- 7.4.1 constitute the entire agreement in relation to the matters in each of them; and
  - 7.4.2 supersede all earlier negotiations, representations, warranties, understandings and agreements in relation to the matters in each of them including the terms of negotiation and the agreement in principle; but
  - 7.4.3 do not supersede the Treaty of Waitangi.

### NO WAIVER OR ASSIGNMENT

- 7.5 Except as provided in this deed or a settlement document:
- 7.5.1 a failure, delay, or indulgence in exercising a right or power under this deed, or a settlement document, does not operate as a waiver of that right or power; and
  - 7.5.2 a single, or partial, exercise of a right or power under this deed, or a settlement document, does not preclude:
    - (a) a further exercise of that right or power; or



**7 GENERAL PROVISIONS**

(b) the exercise of another right or power; and

7.5.3 a person may not transfer or assign a right or obligation under this deed or a settlement document.



## 8 DEFINED TERMS AND INTERPRETATION

### DEFINED TERMS

8.1 In this deed:

**agreement in principle** has the meaning given to it in clause 1.7.2;

**area of interest** means the area that Taranaki Whānui ki Te Upoko o Te Ika identify as their area of interest, as set out in part 7 of the documents schedule;

**authorised person** in relation to:

- (a) a cultural redress property, has the meaning given to the term by clause 2.56(7) of the draft bill; and
- (b) a commercial redress property, has the meaning given to the term by clause 3.2(5) of the draft bill;

**business day** means the period from 9am to 5pm on a day other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, and Labour Day; or
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (c) the day observed as the anniversary of the province of Wellington;

**cash settlement amount** means the sum of \$23,138,000 payable to the governance entity under clause 6.1;

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

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

**Crown body** means:

- (a) a Crown entity; or
- (b) a State enterprise; or
- (c) the New Zealand Railways Corporation; or
- (d) a company or body, that is wholly-owned or controlled by any one or more of the following:
  - (i) the Crown;
  - (ii) a Crown entity;
  - (iii) a State enterprise;
  - (iv) the New Zealand Railway Corporation; and



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
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8 DEFINED TERMS AND INTERPRETATION

- (e) a subsidiary of, or related company to, a company or body referred to in paragraph (d);

**Crown entity** has the meaning given to it in section 7(1) of the Crown Entities Act 2004;

**cultural redress** means the redress to be provided under part 5 of the deed and the settlement legislation giving effect to that part;

**cultural redress property** means each site described in schedule 2 of the draft bill;

**date of this deed** means the date this deed is signed by Taranaki Whānui ki Te Upoko o Te Ika and the Crown;

**deed and deed of settlement** means this deed of settlement between Taranaki Whānui ki Te Upoko o Te Ika, the trustees of the Port Nicholson Block Settlement Trust and the Crown, including:

- (a) the deed, this schedule, the documents schedule (including the draft bill) the RFR land schedule, the leaseback schedule and any attachment to the deed or a schedule; and
- (b) every amendment to the deed or to a schedule or an attachment to it;

**deed of recognition** means the deed of recognition in the form set out in part 3 of the documents schedule;

**deferred selection property** means a property described in subpart H of part 4 of this schedule;

**Director-General** has the meaning given to it in section 2(1) of the Conservation Act 1987;

**disclosure information** means the information provided by, or on behalf of, the Crown to Taranaki Whānui ki Te Upoko o Te Ika, in relation to:

- (a) a cultural redress property, as provided in writing by the Office of Treaty Settlements to PNBCT before the date of this deed; and
- (b) a deferred selection property, means the information given by the land holding agency under paragraph 4.6.1 of this schedule in relation to that property;

**DOC protocol** means the protocol to be issued by the Minister of Conservation under clauses 5.3 and 5.4 and the settlement legislation, in the form set out in part 1 of the documents schedule;

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

**draft bill** means the draft bill set out in part 9 of the documents schedule;

**eligible member of Taranaki Whānui ki Te Upoko o Te Ika** means a member of Taranaki Whānui ki Te Upoko o Te Ika who on 25 July 2008 was:

- (a) aged 18 years or over; and



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
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- (b) registered on the register of members of Taranaki Whānui ki Te Upoko o Te Ika kept by PNBCT for the purpose of voting on the ratification of this deed;

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

**financial and commercial redress** means:

- (a) the cash settlement amount; and
- (b) the right to purchase a deferred selection property (but not any deferred selection property); and
- (c) the right of any first refusal to purchase any RFR land (but not any RFR land);

**fisheries protocol** means the protocol to be issued by the Minister of Fisheries under clauses 5.3 and 5.4 and the settlement legislation, in the form set out in part 1 of the documents schedule;

**governance entity** means the trustees for the time being of the Port Nicholson Block Settlement 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 5 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of, GST;

**historical claims** has the meaning given to it in clauses 8.3 to 8.6;

**Kapiti Coast** means the district of the Kapiti Coast District Council as at the date of this deed;

**land holding agency** means, in relation to a deferred selection property, the department specified opposite that property in the column headed "land holding agency" in subpart H of part 4 of this schedule;

**LINZ** means Land Information New Zealand;

**mandated signatories** means the persons identified as the mandated signatories in paragraph 1.1 of this schedule:

**member of Taranaki Whānui ki Te Upoko o Te Ika** means an individual referred to in clause 8.1.1;

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

**Ministry for Culture and Heritage protocol** means the protocol to be issued by the Minister for Arts, Culture and Heritage under clauses 5.3 and 5.4 and the settlement legislation, in the form set out in the documents schedule;

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
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8 DEFINED TERMS AND INTERPRETATION

**notice** means a notice in writing given under part 6 of this schedule and **notify** has a corresponding meaning;

**party** means:

- (a) Taranaki Whānui ki Te Upoko o Te Ika; and
- (b) the Crown; and
- (c) the governance entity;

**Port Nicholson Block Settlement Trust** means the trust, to be known by that name, established by a trust deed dated 11 August 2008 and signed by-

Professor Ralph Heberley Ngatata Love of Wellington, University Professor  
Kevin Hikaia Amohia of Palmerston North, Retired  
Neville McClutchie Baker of Petone, Consultant  
Spencer Waemura Carr of Hawera, Company Director  
June Te Raumange Jackson of Wellington, Retired  
Dr Catherine Maarie Amohia Love of Petone, Manager  
Hinekehu Ngaki Dawn McConnell of Picton, Retired  
Rebecca Elizabeth Mellish of Featherston, Consultant  
Dr Ihakara Porutu Puketapu of Wellington, Chief Executive Officer  
Sir Paul Alfred Reeves of Auckland, former Governor General of New Zealand  
Mark Te One of Paekakariki, Public Servant;

**PNBCT** means the following 11 people:

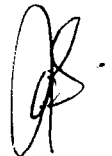
Professor Ralph Heberley Ngatata Love of Wellington, University Professor  
Kevin Hikaia Amohia of Palmerston North, Retired  
Neville McClutchie Baker of Petone, Consultant  
Spencer Waemura Carr of Hawera, Company Director  
June Te Raumange Jackson of Wellington, Retired  
Dr Catherine Maarie Amohia Love of Petone, Manager  
Hinekehu Ngaki Dawn McConnell of Picton, Retired  
Rebecca Elizabeth Mellish of Featherston, Consultant  
Dr Ihakara Porutu Puketapu of Wellington, Chief Executive Officer  
Sir Paul Alfred Reeves of Auckland, former Governor General of New Zealand  
Mark Te One of Paekakariki, Public Servant;

**protocol** means a protocol issued under clauses 5.3 and 5.4 and the settlement legislation;

**provisions schedule** means this schedule;

**redress** means:

- (a) the acknowledgements and the apology given by the Crown under part 3;
- (b) the cultural redress; and
- (c) the financial and commercial redress;



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
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**Registrar-General** 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 8.1.1;
  - (ii) any one or more members of Taranaki Whānui ki Te Upoko o Te Ika;  
or
  - (iii) any one or more of the whānau, hāpu, or groups of individuals referred to in clause 8.1.2;

**responsible Minister** means, in relation to:

- (a) the DOC protocol, the Minister of Conservation; or
- (b) the fisheries protocol, the Minister of Fisheries; or
- (c) the Ministry for Culture and Heritage protocol, the Minister for Arts, Culture and Heritage;

**resumptive memorial** means a memorial entered under any of the following enactments:

- (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975; or
- (b) sections 27A to 27C of the State-Owned Enterprises Act 1986; or
- (c) sections 211 to 213 of the Education Act 1989; or
- (d) part 3 of the Crown Forest Assets Act 1989; or
- (e) part 3 of the New Zealand Railways Corporation Restructuring Act 1990;

**schedules** means the provisions schedule, the documents schedule, the RFR land schedule and the leaseback schedule;

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

**settlement date** means the date that is 20 business days after the date on which the settlement legislation comes into force;

**settlement document** means a document entered into by the Crown to give effect to this deed being:

- (a) each protocol; and



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
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8 DEFINED TERMS AND INTERPRETATION

- (b) the deed of recognition;

**settlement legislation** means:

- (a) the bill proposed by the Crown for introduction to the House of Representatives referred to in clauses 7.4 and 7.5; and  
(b) if the bill is passed, the resulting Act;

**settlement property** means:

- (a) each cultural redress property; and  
(b) each deferred selection property; and  
(c) all RFR land; and

**State enterprise** has the meaning given to it in section 2 of the State-Owned Enterprises Act 1986;

**statement of association** means each statement made by Taranaki Whānui ki Te Upoko o Te Ika in relation to a statutory area (as defined in the draft bill) as set out in part 2 of the documents schedule;

**Taranaki area** means the area within the claimants' boundaries shown in figure 4 of the Taranaki Report-Kaupapa Tuatahi of the Waitangi Tribunal submitted to the Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Māori Affairs on 18 June 1996;

**Taranaki Whānui ki Te Upoko o Te Ika** has the meaning given to it in clause 8.1;

**tax** includes income tax, GST and gift duty;

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

**terms of negotiation** has the meaning given to it in clause 1.7.1;

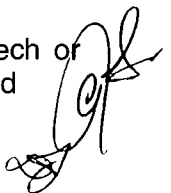
**Treaty of Waitangi** has the same meaning as the term "Treaty" in section 2 of the Treaty of Waitangi Act 1975; and

**Waitangi Tribunal** has the meaning given to it in section 4 of the Treaty of Waitangi Act 1975.

**INTERPRETATION**

8.2 In the interpretation of this deed, unless the context otherwise requires:

- 8.2.1 headings appear as a matter of convenience and do not affect the interpretation of this deed; and  
8.2.2 defined terms have the meanings given to them by this deed; and  
8.2.3 where a word or expression is defined in this deed, any other part of speech or grammatical form of that word or expression has a corresponding meaning; and





**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
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**8 DEFINED TERMS AND INTERPRETATION**

- 8.2.4 a term that is defined in the draft bill, but not in this deed, has the same meaning in this deed; and
- 8.2.5 the singular includes the plural and vice versa; and
- 8.2.6 a word importing one gender includes the other genders; and
- 8.2.7 provisions in the deed of settlement (other than in the schedules) are referred to as clauses; and
- 8.2.8 provisions in the schedules are referred to as paragraphs; and
- 8.2.9 a reference to legislation includes a reference to that legislation as amended, consolidated, or substituted; and
- 8.2.10 a reference to a party in this deed, or in any other document or agreement under this deed, includes that party's permitted successors; and
- 8.2.11 an agreement on the part of two or more persons binds each of them jointly and severally; and
- 8.2.12 a reference to a document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced from time to time; and
- 8.2.13 a reference to a monetary amount is to New Zealand currency; and
- 8.2.14 a reference to written or in writing includes all modes of presenting or reproducing words, figures, and symbols in a tangible and permanently visible form; and
- 8.2.15 a reference to a person includes a corporation sole and a body of persons, whether corporate or unincorporate; and
- 8.2.16 a reference to the Crown, or a Crown body, endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction to the House of Representatives any legislation, except if this deed requires the Crown to introduce legislation; and
- 8.2.17 if a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect its interpretation; and
- 8.2.18 in the event of a conflict between:
- (a) a provision in the main body of this deed (namely, any part of this deed except the schedules or an attachment) and a schedule or an attachment, then the provision in the main body of this deed prevails; or



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:  
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**8 DEFINED TERMS AND INTERPRETATION**

- (b) a provision in English and its corresponding provision in Maori, the provision in English prevails; and
- 8.2.19 a reference to a document as set out in, or on the terms and conditions contained in, a schedule or an attachment includes that document with such amendments as may be agreed in writing between Taranaki Whānui ki Te Upoko o Te Ika and the Crown; and
- 8.2.20 the SO plans referred to in the statutory acknowledgement (copies of which are included in part 8 of the documents schedule) are for the purpose of indicating the general locations of the relevant areas and are not intended to establish their precise boundaries; and
- 8.2.21 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between Taranaki Whānui ki Te Upoko o Te Ika and the Crown; and
- 8.2.22 where something is required to be done by or on a day which is not a business day, that thing must be done on the next business day after that day; and
- 8.2.23 a reference to time is to New Zealand time; and
- 8.2.24 reference to a particular Minister includes any Minister who, under the authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant legislation or matter; and
- 8.2.25 where the name of a reserve or other place is amended under this deed, either the existing name or new name may be used to mean that same reserve or other place.

