

TE KAWERAU Ā MAKI

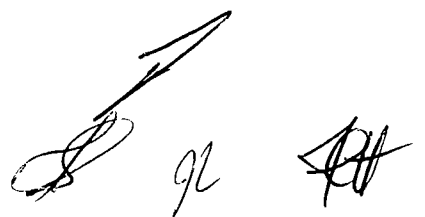
and

THE TRUSTEES OF TE KAWERAU IWI SETTLEMENT TRUST

and

THE CROWN



**DEED OF SETTLEMENT SCHEDULE:
GENERAL MATTERS**

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GENERAL MATTERS

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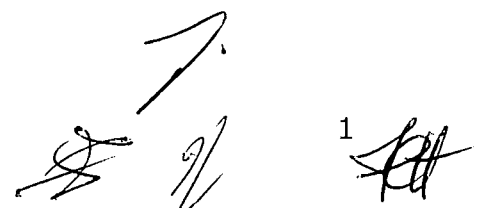
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1 EFFECT OF SETTLEMENT

IMPLEMENTATION

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

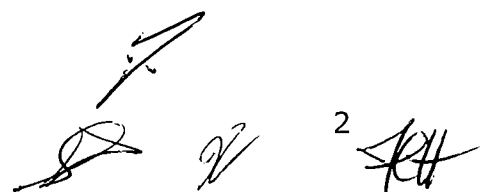


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GENERAL MATTERS

2 INTEREST

- 2.1 The Crown must pay interest on the financial and commercial redress amount to the governance entity.
- 2.2 The interest is payable –
- 2.2.1 for the period beginning on 12 February 2010, being the date of the agreement in principle, and ending on the day before the settlement date; and
 - 2.2.2 at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.
- 2.3 Interest in the period beginning on 12 February 2010 and ending on 11 December 2013, being the day before the date this deed was initialled by the parties, will be paid within 10 business days of the date of this deed.
- 2.4 The balance of interest will be paid on the settlement date.
- 2.5 The interest is –
- 2.5.1 subject to any tax payable in relation to it; and
 - 2.5.2 payable after withholding any tax required by legislation to be withheld.

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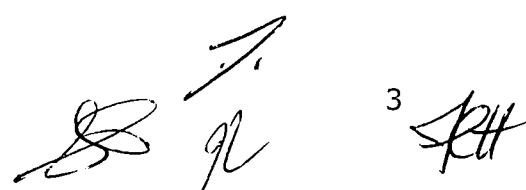
3 TAX

INDEMNITY

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

LIMITS

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

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GENERAL MATTERS

3: TAX

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

ACKNOWLEDGEMENTS

3.4 To avoid doubt, the parties acknowledge –

3.4.1 the Crown redress is provided –

- (a) to settle the historical claims; and
- (b) with no other consideration being provided; and

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

- (a) an agreement under this deed to –
 - (i) enter into an encumbrance, or other obligation, in relation to Crown redress; or
 - (ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress:
- (b) the performance of that agreement; and

3.4.3 nothing in this part is intended to imply that –

- (a) the provision of Crown redress, or an indemnity payment, is –
 - (i) a taxable supply for GST purposes; or
 - (ii) assessable income for income tax purposes; or
- (b) if the governance entity is a charitable trust, or other charitable entity, it receives –
 - (i) redress, assets, or rights other than for charitable purposes; or
 - (ii) income other than as exempt income for income tax purposes; and

3.4.4 the transfer of a deferred selection property or RFR land under the settlement documentation is a taxable supply for GST purposes; and

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

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GENERAL MATTERS

3: TAX

CONSISTENT ACTIONS

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

INDEMNITY DEMANDS

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

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GENERAL MATTERS

3: TAX

INDEMNITY PAYMENTS

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

REPAYMENT

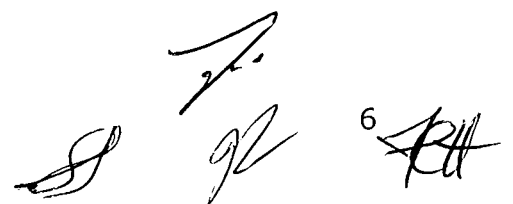
- 3.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the governance entity must promptly repay to the Crown any amount that –
- 3.11.1 the Commissioner of Inland Revenue refunds or credits to the governance entity; or
 - 3.11.2 the governance entity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

RULINGS

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

CONTROL OF DISPUTES

- 3.14 If the governance entity is entitled to an indemnity payment, the Crown may –
- 3.14.1 by notice to the governance entity, require it to –
 - (a) exercise a right to defer the payment of tax; and/or

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GENERAL MATTERS

3: TAX

(b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, –

(i) a tax assessment; and/or

(ii) a notice in relation to the tax, including a notice of proposed adjustment; or

3.14.2 nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 3.14.1; and

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

DEFINITIONS

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

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

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

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4 NOTICE

APPLICATION

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

REQUIREMENTS

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

TIMING

- 4.4 A notice is to be treated as having been received:
- 4.4.1 at the time of delivery, if personally delivered; or
- 4.4.2 on the second day after posting, if posted; or
- 4.4.3 on the day of transmission, if faxed.

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GENERAL MATTERS

4: NOTICE

- 4.5 However, if a notice is treated under paragraph 4 as having been received after 5pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

ADDRESSES

- 4.6 The address of –

- 4.6.1 Te Kawerau ā Maki and the governance entity is –

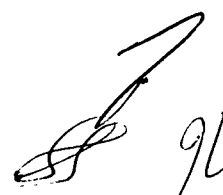

PO Box 59243
Mangere Bridge
AUCKLAND 2150

Facsimile No. 09 973 0899

- 4.6.2 the Crown is –

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

Facsimile No. 04 473 3482

 9L⁹ 

5 MISCELLANEOUS

AMENDMENTS

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

ENTIRE AGREEMENT

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

NO ASSIGNMENT OR WAIVER

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

NAMES USED AND RECORDED NAMES OF SITES

- 5.5 The following is a list of each name used in this deed that is not the official geographic name for the place or feature:

Name used in deed	Official geographic name
Aotea (Great Barrier Island)	Great Barrier Island (Aotea Island)
Āwhitu	Awhitu
Hōteoro River	Hoteoro River

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GENERAL MATTERS

5 MISCELLANEOUS

Ihumātao	Ihumatao
Kāhukuri	Kahukurī
Kaitarakihi	Kaitarakihi Point
Kakamātua	Kakamatua Inlet
Kārore	Karore Bank
Kauwahaia	Kauwahaia Island
Kōtau Point	Kotau Point
Kumeū River	Kumeu River
Manga Rangitōpuni	Rangitopuni Stream
Mangatāwhiri	Mangatawhiri
Mangatoetoe	Mangatoetoe Stream
Māngere	Mangere
Manutewhau	Manutewhau Stream
Maukātia	Maukatia Bay
Motu Ihumoana	Ihumoana Island
Motu Kauwahaia	Kauwahaia Island
Motukaraka	Motukaraka Bank
Motumānawa / Pollen Island	Pollen Island
Motumānawa / Pollen Island Marine Reserve	Motu Manawa-Pollen Island Marine Reserve
Motutara	Motutara Island
Ngongetepara Stream	Ngongotepara Creek
Ōkoromai	Okoromai Bay
Ōkura	Okura
Ōpāheke Point	Opaheke Point
Ōpanuku Stream	Opanuku Stream
Ōrākei	Orakei
Ōrewa	Orewa
Ōruāmō	Oruamo or Hellyers Creek
Ōrukuwai	Orukuwai Point
Ōtakamiro Point	Otakamiro Point
Pākiri	Pakiri
Paratūtai	Paratutae Island
Pāremoremo	Paremoremo
Pī-kāroro	Pikaroro Point
Puketūtū Island	Puketutu Island
Pūponga Point	Puponga Point
Pūrākau	Purakau Channel
Raetāhinga	Raetahinga Point
Rangitōpuni Stream	Rangitopuni Stream
Rangitoto	Rangitoto Island
Rarotonga / Mount Smart	Mount Smart
Tangihau	Tangitu Point
Tāwharanui Peninsula	Tawharanui Peninsula
Te Āhua ō Hinerangi (Te Āhua Point)	Te Ahua Point
Te Ārai Point	Te Arai Point

GENERAL MATTERS

5 MISCELLANEOUS

Te Atatū Peninsula	Te Atatu Peninsula
Te Awa Waitākere	Waitakere River
Te Pūtōrino ā Tangihua	Tangihua
Te Reinga	Cape Reinga (Te Rerengawairua).
Te Tau	Te Tau Bank
Te Toka Tapu ā Kupe / Ninepin Rock	Ninepin Rock
Te Unuhanga-ō-Rangitoto, “the drawing out of Rangitoto” (Mercer Bay)	Te Unuhanga-a-Rangitoto / Mercer Bay
Tirikōhua	Tirikohua
Tirikōhua	Tirikohua Point
Tiritiri Mātangi	Tiritiri Matangi Island
Tītīrangi	Titirangi
Toetoeroa	Toetoeroa Stream
Waimoko	Waimoko Stream
Wainamu	Wainamu Stream
Waitākere Bay	Waitakere Bay
Waitākere Ranges	Waitakere Ranges
Waitākere River	Waitakere River
Waitākere River and Waitākere Bay	Waitakere River and Waitakere Bay
Waitaro	Waitaro Stream
Waitematā	Waitemata Harbour
Waitematā Harbour	Waitemata Harbour
Waitī Stream	Waiti Stream
Whangaparāoa	Whangaparaoa Peninsula
Whāngaparāoa Peninsula	Whangaparaoa Peninsula
Whāngateau Harbour	Whangateau Harbour

6 DEFINED TERMS

6.1 In this deed –

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

agreement in principle means the agreement in principle referred to in clause 1.3.2; and

approving Marutūāhu iwi settlement legislation has the meaning given to it by section 107 of the draft settlement bill; and

approving Ngāti Whātua settlement legislation has the meaning given to it by section 107 of the draft settlement bill; and

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

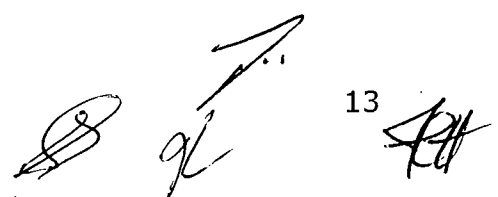
attachments means the attachments to this deed, being the area of interest, the non-exclusive RFR area, other RFR land, the deed plans, and the draft settlement bill; and

business day means a day that is not –

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

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

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

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GENERAL MATTERS

6: DEFINED TERMS

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

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

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

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

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

Crown forestry licence

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

(b) in relation to the Riverhead Forest licensed land, means the licence described in relation to that land under part 1 of the property redress schedule; and

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

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

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

cultural redress means the redress provided under clauses 5.1 to 5.18 and the settlement legislation giving effect to any of those clauses; and


cultural redress property means each property described in schedule 2 of the draft settlement bill; and

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

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

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

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

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GENERAL MATTERS

6: DEFINED TERMS

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

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

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

eligible member of Te Kawerau ā Maki means a member of Te Kawerau ā Maki who on 22 January 2014 was –

- (a) aged 18 years or over; and
- (b) registered on the register of members of Te Kawerau ā Maki kept by Warwick Lampp for the purpose of voting on –
 - (i) the ratification, and signing, of this deed; and
 - (ii) approval of the governance entity to receive the redress]; and

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

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

financial and commercial redress means the redress provided under clauses 6.1 to 6.6C and the settlement legislation giving effect to any of those clauses; and

financial and commercial redress amount means the amount of \$6,500,000 referred to in clause 6.1; and

general matters schedule means this schedule; and

governance entity means the trustees for the time being of Te Kawerau Iwi Settlement Trust, in their capacity as trustees of the trust; and

GST –

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 4 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

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

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GENERAL MATTERS

6: DEFINED TERMS

historical claims has the meaning given to it by clauses 8.2 to 8.4 and

Historic Places Trust has the meaning given to it by section 38 of the Historic Places Act; and

Kopironui property means the area shown on deed plan OTS-106-15; and

land holding agency, in relation to –

- (a) a cultural redress property, means the Department of Conservation;
- (b) the Riverhead Forest licensed land, or a deferred selection property, means the department specified opposite that property in part 3, or part 4, as the case may be, of the property redress schedule; and

LINZ means Land Information New Zealand; and

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

mandated negotiators means the individuals identified as mandated negotiators by clause 8.7.1; and

mandated signatories means the individuals who are the mandated signatories under clauses 8.7.2 and 8.7.3; and

Marutūāhu iwi deed of settlement means a deed of settlement of the historical claims of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngaati Whanaunga and Te Patukirikiri entered into between the Crown and those 5 iwi; and

Marutūāhu iwi governance entity means the entity that the Marutūāhu iwi deed of settlement specifies is to have the rights of the Marutūāhu iwi governance entity under this deed; and

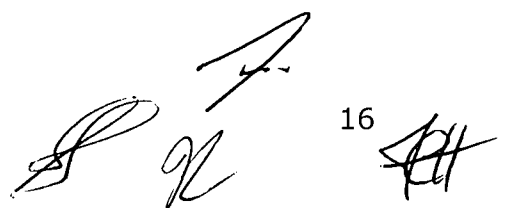
Marutūāhu iwi settlement legislation means the legislation giving effect to the Marutūāhu iwi deed of settlement; and

member of Te Kawerau ā Maki means an individual referred to in clause 8.5.1; and

Minister means a Minister of the Crown; and

month means a calendar month; and

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

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GENERAL MATTERS

6: DEFINED TERMS

Ngāti Whātua means the descendants of Haumoewarangi, a tupuna of Ngāti Whātua as provided for in section 4(2) of the Te Rununga o Ngati Whatua Act 1988; and

Ngāti Whātua deed of settlement means a deed between the Crown and Ngāti Whātua that settles the outstanding historical claims of Ngāti Whātua; and

Ngāti Whātua governance entity means an entity that any Ngāti Whātua deed of settlement specifies as having the rights of the Ngāti Whātua governance entity under subparagraph 4 of part 3 of the settlement legislation; and

Ngāti Whātua settlement legislation means the legislation giving effect to the Ngāti Whātua deed of settlement; and

non-exclusive RFR area means the area shown on SO 459993; and

notice means a notice given under paragraphs 4.1 to 4.6 of this schedule and **notify** has a corresponding meaning; and

NWOK deed of settlement means the deed of settlement dated 9 September 2011 between Ngāti Whātua o Kaipara and the Crown settling the historical claims of Ngāti Whātua o Kaipara; and

NWOK Development Trust means the Nga Maunga Whakarii o Kaipara Development Trust established for the benefit of Ngāti Whātua o Kaipara by the Ngā Maunga Whakahii o Kaipara Tari Pupuritaonga trust deed dated 4 April 2011; and

NWOK settlement legislation means Ngāti Whātua o Kaipara Claims Settlement Act 2013, being the settlement legislation under the NWOK deed of settlement; and

Paremoremo Housing Block means the Auckland (Paremoremo) On-Site Housing Village, being the property described in part 5 of the property redress schedule; and

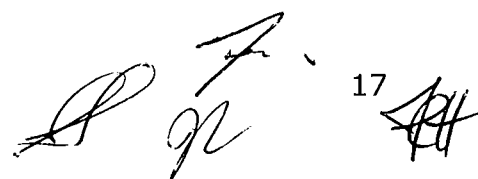
party means each of the following:

- (a) Te Kawerau ā Maki;
- (b) the governance entity;
- (c) the Crown; and

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

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

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

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GENERAL MATTERS

6: DEFINED TERMS

protocol means a protocol issued under clause 5.8 of the deed; and

purchased deferred selection property means each deferred selection property in relation to which the governance entity and the Crown are to be treated under paragraph 7.4 of the property redress schedule as having entered into an agreement for its sale and purchase; and

redress means –

- (a) the acknowledgement and the apology made by the Crown under clause 3.2; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; and

redress property means –

- (a) each cultural redress property; and
- (a) the Riverhead Forest licensed land; and

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

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

representative entity means –

- (a) the governance entity; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
 - (i) the collective group, referred to in clause 8.5.1; or
 - (ii) any one or more members of Te Kawerau ā Maki; or
 - (iii) any one or more of the whānau, hāpu, or groups of individuals referred to in clause 8.5.2; and

required encumbrance, in relation to a cultural redress property, means an encumbrance referred to in clause 5.12;

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

GENERAL MATTERS

6: DEFINED TERMS

responsible Minister has the meaning given to it by the statutory provision that is now clause 20 of the draft settlement bill; and

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

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

Riverhead Forest licensed land

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

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

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

settlement date means the date that is 60 business days after the date on which the settlement legislation comes into force; and

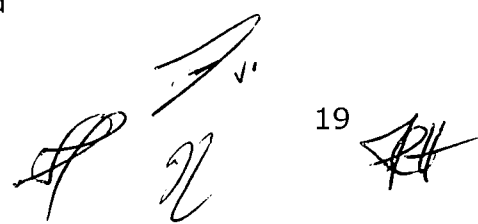
settlement document means a document entered into by the Crown to give effect to this deed, being each protocol; and

settlement legislation and **Te Kawerau ā Maki settlement legislation** means, if the bill proposed by the Crown for introduction to the House of Representatives under clause 7.1 is passed, the resulting Act; and

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

statement of Te Kawerau ā Maki values means, in relation to the whenua rahui, the statement –

- (a) made by Te Kawerau ā Maki of their values relating to their cultural, spiritual, historical and traditional association with the site; and

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GENERAL MATTERS

6: DEFINED TERMS

(b) that is in the form set out in part 1 of the documents schedule at the settlement date; and

statutory acknowledgment has the meaning given to it by section 26 of the draft settlement bill; and

Tāmaki Makaurau collective redress deed means the deed known as the Ngā Mana Whenua o Tāmaki Makaurau collective redress deed dated 5 December 2012 entered into between Ngā Mana Whenua o Tāmaki Makaurau and the Crown; and

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

tax includes income tax and GST; and

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

Te Kawerau ā Maki has the meaning given to it by clause 8.5; and

Te Kawerau ā Maki values means the statement of Te Kawerau ā Maki values; and

Te Kawerau Iwi Settlement Trust means the trust known by that name and established by a trust deed dated 21 February 2014; and

terms of negotiation means the terms of negotiation referred to in clause 1.3.1; and

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

trustees of the NWOK Development Trust means the trustees from time to time of the NWOK Development Trust, in their capacity as trustees of that trust; and

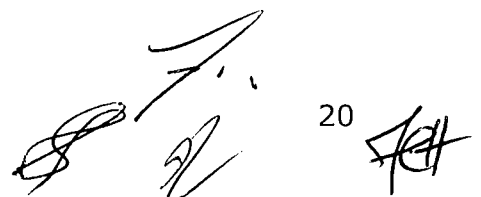

trustees of Te Kawerau Iwi Settlement Trust means the trustees from time to time of Te Kawerau Iwi Settlement Trust, in their capacity as trustees of that trust; and

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

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

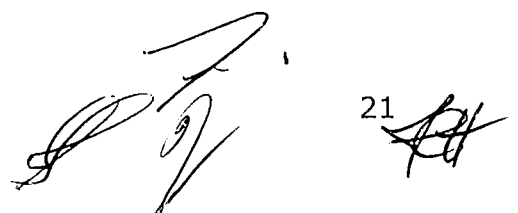
Whenua Rahui means the site declared subject to Whenua Rahui by the settlement legislation, being the site referred to in clause 5.1.1; and

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

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7 INTERPRETATION

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



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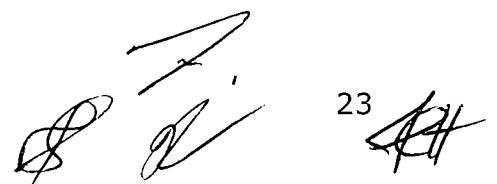
7: INTERPRETATION

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

GENERAL MATTERS

7: INTERPRETATION

not show their precise boundaries. The legal descriptions for the cultural redress properties are shown in schedule 3 of the draft settlement bill.

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