

**NGĀI TE RANGI**

**and**

**NGĀ PŌTIKI**

**and**

**NGĀI TE RANGI SETTLEMENT TRUST**

**and**

**NGĀ PŌTIKI A TAMAPAHORE TRUST**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
GENERAL MATTERS**

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## 1 IMPLEMENTATION OF SETTLEMENT

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

## 2 INTEREST

- 2.1 The Crown must pay to the Ngāi Te Rangi governance entity interest on the following amounts:
- 2.1.1 the financial and commercial redress amount, being \$29,500,000;
  - 2.1.2 \$29,450,000, being the financial and commercial redress amount of \$29,500,000, less \$50,000 being the value of the nominated shares referred to in clause 6.3.2;
  - 2.1.3 \$23,550,000, being the amount of \$29,450,000 referred to in paragraph 2.1.2, less \$5,900,000 being the on account payment;
  - 2.1.4 \$20,550,000, being the amount of \$23,550,000 referred to in paragraph 2.1.3, less the amount of \$3,000,000 referred to in clause 6.2; and
  - 2.1.5 \$5,900,000, being the amount of \$20,550,000 referred to in paragraph 2.1.4, less the amount referred to in clause 6.1.1.
- 2.2 The Crown must pay to the Ngā Pōtiki governance entity interest on the \$3,000,000 referred to in clause 6.2.
- 2.3 The interest under paragraph 2.1.1 is payable:
- 2.3.1 on the date of initialling of this deed; and
  - 2.3.2 for the period:
    - (a) beginning on 28 March 2013 being the date the parties substantially agreed the redress to be provided under this deed; and
    - (b) ending on 13 May 2013, being the day before the Mighty River Power share transfer date;
- 2.4 The interest under paragraph 2.1.2 is payable:
- 2.4.1 on the date of initialling of this deed; and
  - 2.4.2 for the period:
    - (a) beginning on 14 May 2013, being the Mighty River Power share transfer date; and
    - (b) ending on the day before the on account payment was made in accordance with clause 6.5.
- 2.5 The interest under paragraph 2.1.3 is payable:
- 2.5.1 on the payment date; and

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- 2.5.2 for the period:
- (a) beginning on the date the on account payment was made in accordance with clause 6.5; and
  - (b) ending on 31 August 2013.
- 2.6 The interest under paragraph 2.1.4 is payable:
- 2.6.1 on the payment date; and
- 2.6.2 for the period:
- (a) beginning on 1 September 2013; and
  - (b) ending on the day before the payment date.
- 2.7 The interest under paragraph 2.1.5 is payable:
- 2.7.1 on the date the draft settlement bill has been approved for introduction into the House of Representatives; and
- 2.7.2 for the period:
- (a) beginning on the payment date; and
  - (b) ending on the day before the draft settlement bill has been approved for introduction into the House of Representatives.
- 2.8 The interest under paragraph 2.2 is payable:
- 2.8.1 on the payment date; and
- 2.8.2 for the period:
- (a) beginning on 1 September 2013; and
  - (b) ending on the day before the payment date.
- 2.9 The interest amounts payable under paragraphs 2.1 and 2.2 are:
- 2.9.1 payable 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;
- 2.9.2 subject to any tax payable in relation to it; and
- 2.9.3 payable after withholding any tax required by legislation to be withheld.

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2.10 The parties acknowledge and agree:

2.10.1 on account of the interest payable under paragraph 2.1, the Crown paid to the Ngāi Te Rangi governance entity:

(a) on 5 September 2013 the amount of \$185,736.30, being the interest accrued between 28 March 2013 and 28 June 2013; and

(b) on 6 November 2013 the amount of \$186,106.16, being the interest accrued between 29 June 2013 and 25 October 2013; and

2.10.2 the on account interest amounts referred to in paragraph 2.10.1 will be deducted from the interest payable under paragraph 2.1.

### 3 TAX

#### INDEMNITY

- 3.1 The provision of Crown redress, or an indemnity payment, to the Ngāi Te Rangi governance entity or the Ngā Pōtiki 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 Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity for:
- 3.2.1 any GST payable by the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity in respect of the provision of Crown redress or an indemnity payment;
  - 3.2.2 any income tax payable by the Ngāi Te Rangi governance entity and the Ngā Pōtiki 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 Ngāi Te Rangi governance entity and the Ngā Pōtiki 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 the transfer of a commercial property, a deferred selection property or RFR land under the settlement documentation; and
  - 3.3.3 the Ngāi Te Rangi governance entity's and the Ngā Pōtiki governance entity's:
    - (a) use of Crown redress or an indemnity payment; or
    - (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

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- (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.
  - (b) if the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity are charitable trusts, or other charitable entities, they receive:
    - (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, a commercial property or RFR land under the settlement documentation is a taxable supply for GST purposes; and
- 3.4.5 the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity are the only entities that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

**CONSISTENT ACTIONS**

- 3.5 None of the Ngāi Te Rangi governance entity, the Ngā Pōtiki governance entity, a person associated with them, or the Crown will act in a manner that is inconsistent with this part 3.
- 3.6 In particular, the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity agree that:
- 3.6.1 from the settlement date, they will be a registered person for GST purposes, unless they are not carrying on a taxable activity; and
  - 3.6.2 neither they, nor any person associated with them, will claim with respect to the provision of Crown redress, or an indemnity payment:
    - (a) an input credit for GST purposes; or



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- (b) a deduction for income tax purposes.

**INDEMNITY DEMANDS**

- 3.7 The Ngāi Te Rangi governance entity, the Ngā Pōtiki governance entity and the Crown must give notice to the others, as soon as reasonably possible after becoming aware that either 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.

**INDEMNITY PAYMENTS**

- 3.9 If the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity are entitled to an indemnity payment, the Crown may make the payment to:
- 3.9.1 the relevant governance entity; or
- 3.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the relevant governance entity.
- 3.10 The relevant 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 Ngāi Te Rangi governance entity and/or the Ngā Pōtiki governance entity (as the case may be) must promptly repay to the Crown any amount that:
- 3.11.1 the Commissioner of Inland Revenue refunds or credits to the relevant governance entity; or
- 3.11.2 the relevant governance entity has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

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- 3.12 The Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity have no right of set-off or counterclaim in relation to an amount payable by them under paragraph 3.11.

**RULINGS**

- 3.13 The Ngāi Te Rangi governance entity and the Ngā Pōtiki 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 Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity are entitled to an indemnity payment, the Crown may:

3.14.1 by notice to the relevant governance entity, require it to:

- (a) exercise a right to defer the payment of tax; and/or
- (b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest:
  - (i) a tax assessment; and/or
  - (ii) a notice in relation to the tax, including a notice of proposed adjustment; or

3.14.2 nominate and instruct counsel on behalf of the relevant 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.

## 4 NOTICE

### APPLICATION

- 4.1 Unless otherwise provided in this deed, or a settlement document, this part applies to a notice under this deed or a settlement document.
- 4.2 In particular, this part is subject to the provisions of part 8 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a cultural redress property, a commercial 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 Ngāi Te Rangi governance entity or the Ngā Pōtiki 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.
- 4.5 However, if a notice is treated under paragraph 4.4 as having been received after 5pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

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**ADDRESSES**

4.6 The address of:

4.6.1 Ngāi Te Rangi and the Ngāi Te Rangi governance entity is:

Te Awa o Tukorako Lane  
(off Taiaho Place)  
Mount Maunganui 3116  
PO Box 4369  
Mount Maunganui South 3149  
Facsimile No. 07 575 3721

4.6.2 Ngā Pōtiki and the Ngā Pōtiki governance entity is:

Nga Potiki a Tamapahore Trust  
PO Box 8217  
Cherrywood 3145  
Tauranga

4.6.3 the Crown is:

C/- The Solicitor-General  
Crown Law Office  
Level 3  
The Justice Centre  
19 Aitken Street  
PO Box 2858  
Wellington 6011  
  
Facsimile No. 04 473 3482

## 5 MISCELLANEOUS

### AMENDMENTS

- 5.1 This deed may be amended only by written agreement signed by the Ngāi Te Rangi governance entity, the Ngā Pōtiki governance entity and the Crown.

### ENTIRE AGREEMENT

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

### NO ASSIGNMENT OR WAIVER

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

## 6 DEFINED TERMS

6.1 In this deed:

**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 1.12; and

**area of interest** means the area of interest in part 1 of the attachments; and

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

**attachments** means the attachments to this deed, being the area of interest, the deed plans, the RFR land and the draft settlement bill; and

**business day** means a day that is not:

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

**Collective deed** means the deed between the Crown and TMIC which sets out the collective components of redress for each of the iwi comprising TMIC; and

**commercial property** means each property described in part 3 of the property redress schedule in relation to which either the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity (as the case may be) and the Crown are to be treated under clause 6.6 as having entered into an agreement for its sale and purchase; and

**commercial property settlement date** means the date that is six months after the date the settlement legislation comes into force; and

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

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

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

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

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

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

**Crown redress:**

(a) means redress:

- (i) provided by the Crown to the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity; or
- (ii) vested by the settlement legislation in such governance entities that was, immediately prior to the vesting, owned by or vested in the Crown; and

(b) includes the right of the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity under the settlement documentation:

- (i) to acquire a commercial property; and
- (ii) to acquire a deferred selection property; and
- (iii) of first refusal in relation to RFR land; and

(c) includes any part of the Crown redress; and

(d) does not include:

- (i) an obligation of the Crown under the settlement documentation to transfer a commercial property, a deferred selection property or RFR land; or
- (ii) a commercial property, a deferred selection property or RFR land; or
- (iii) any on account payment made before the date of this deed or to entities other than the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity; and

**cultural redress** means the redress provided by or under:

- (a) clauses 5.1 to 5.19, 5.21, 5.25 to 5.28, and 5.37 to 5.41; or
- (b) the settlement legislation giving effect to any of those clauses; and

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

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

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**date of initialling of this deed** means the date this deed was initialled by the parties, being 25 October 2013; and

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

**deed plan** means a deed plan in the attachments; and

**deed recording on account arrangements** means the deed entered into by Te Rūnanga o Ngāi Te Rangi Iwi Trust, Ngā Potiki a Tamapahore Trust and the Crown dated 8 May 2013 providing for the transfer of nominated shares; and

**deferred selection property** means each property described in tables 4A and 4B in part 4 of the property redress schedule; and

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

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

**draft settlement bill** means the draft settlement bill to be proposed for introduction under clause 7.1; and

**election notice** in relation to:

- (a) a leaseback property, means a notice given by the Ngāi Te Rangi governance entity in accordance with paragraph 5.4 of the property redress schedule; and
- (b) the deferred selection property described in table 4B in part 4 of the property redress schedule, means a notice given by the Ngā Pōtiki governance entity in accordance with paragraph 6.4 of the property redress schedule; and

**eligible member of Ngā Pōtiki** means a member of Ngā Pōtiki who on 22 November 2013 was:

- (a) aged 18 years or over; and
- (b) registered on the register of members of Ngā Pōtiki kept by Ngā Pōtiki a Tamapahore Trust for the purpose of voting on:
  - (i) the ratification, and signing, of this deed; and
  - (ii) the approval of Ngā Pōtiki to receive the redress; and

**eligible member of Ngāi Te Rangi** means a member of Ngāi Te Rangi who on 22 November 2013 was:

- (a) aged 18 years or over; and
- (b) registered on the register of members of Ngāi Te Rangi kept by Te Runanga o Ngāi Te Rangi Trust for the purpose of voting on:
  - (i) the ratification, and signing, of this deed; and
  - (ii) the approval of Ngāi Te Rangi to receive the redress; and



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

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

**financial and commercial redress** means the redress provided by or under:

- (a) clauses 6.1 to 6.15;
- (b) the settlement legislation giving effect to any of those clauses; and

**financial and commercial redress amount** means the amount referred to in clause 6.3 as the financial and commercial redress amount; and

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

**GST:**

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

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

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

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

**indemnity demand** means a demand made by the Ngāi Te Rangi governance entity and/or the Ngā Pōtiki governance entity, to the Crown under part 3 of this schedule for an indemnity payment; and

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

**land holding agency**, in relation to:

- (a) a cultural redress property, means the Department of Conservation; and
- (b) a commercial property and a deferred selection property, means the land holding agency specified opposite those properties in the tables in parts 3 and 4 of the property redress schedule, as the case may be; and

**leaseback property** means each property listed in table 4A in part 4 of the property redress schedule; and

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

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

**member of Ngāi Te Rangi** means an individual referred to in clause 8.5.1; and

**member of Ngā Pōtiki** means an individual referred to in clause 8.6.1; and

**Mighty River Power share transfer date** means 14 May 2013; and

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

**month** means a calendar month; and

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

**New Zealand Historic Places Trust** means the trust referred to in section 38 of the Historic Places Act 1993; and

**Ngā Pōtiki governance entity** means the trustees for the time being of the Ngā Pōtiki a Tamapahore Trust, in their capacity as trustees of the trust; and

**Ngā Pōtiki a Tamapahore Trust** means the trust known by that name and established by a trust deed dated 5 April 2009 and signed by:

- (a) Colin Reeder, Cultural Adviser, Tauranga;
- (b) Victoria Kingi, Director, Tauranga;
- (c) Matire Duncan, Manager, Tauranga;
- (d) Poihaere Walker, Retired, Mt Maunganui; and
- (e) Mere Mollard-Wharepapa, Director, Maungatapu

to receive the settlement redress for the benefit of Ngā Pōtiki; and

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

**Ngāi Te Rangi Settlement Trust** means the trust known by that name and established by a trust deed dated 9 July 2013 to receive settlement redress for the benefit of Ngāi Te Rangi; and

**Ngāti Pūkenga deed of settlement** means the deed dated 7 April 2012 between Ngāti Pūkenga, the trustees of Te Tāwharau o Ngāti Pūkenga Trust, and the Crown that settles the historical claims of Ngāti Pūkenga; and

**Ngāti Ranginui** means Ngā Hapū o Ngāti Ranginui as defined in clause 10.5 of the Ngāti Ranginui deed of settlement; and

**Ngāti Ranginui deed of settlement** means the deed dated 21 June 2012 between Ngā Hapū o Ngāti Ranginui, the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust, and the Crown that settles the historical claims of Ngāti Ranginui; and

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**Ngāti Rangiwewehi** means Ngāti Rangiwewehi as defined in clause 8.8 of the Ngāti Rangiwewehi deed of settlement; and

**Ngāti Rangiwewehi deed of settlement** means the deed dated 16 December 2012 between Ngāti Rangiwewehi, the trustees of Te Tahuhu o Tawakeheimoa Trust and the Crown settling the historical claims of Ngāti Rangiwewehi; and

**Ngāti Tamatera Settlement Trust** means the trust of that name established by a trust deed dated October 2013; and

**nominated shares** has the meaning given to it in the deed recording on account arrangements; and

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

**on account payment** means the amount paid by the Crown on account of the settlement referred to in clause 6.5; and

**party** means each of the following:

- (a) Ngāi Te Rangi;
- (b) Ngā Pōtiki;
- (c) the Ngāi Te Rangi governance entity;
- (d) the Ngā Pōtiki governance entity; and
- (e) the Crown; and

**payment date** means the date the Crown made the payments in accordance with clauses 6.1.1 and 6.2; and

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

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

**purchased deferred selection property** means:

- (a) a leaseback property in relation to which the Ngāi Te Rangi governance entity and the Crown are to be treated under paragraph 5.5 of the property redress schedule as having entered into an agreement for its sale and purchase; and
- (b) the deferred selection property described in table 4B of part 4 of the property redress schedule and in relation to which the Ngā Pōtiki governance entity and the Crown are to be treated under paragraph 6.5 of the property redress schedule as having entered into an agreement for its sale and purchase; and

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**redress** means:

- (a) the acknowledgement and the apology made by the Crown under clauses 3.1 and 3.2; and
- (b) the cultural redress; and
- (c) the financial and commercial redress; 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

**relevant governance entity** means:

- (a) in relation to a commercial property and a deferred selection property, the governance entity specified in the 'relevant governance entity' column for that property, in the tables in parts 3 and 4 of the property redress schedule, as the case may be;
- (b) in relation to the RFR land, the governance entity specified in the 'relevant governance entity' column in part 3 of the attachments;
- (c) in relation to a cultural redress property, the governance entity or governance entities in whom the property is to be vested;
- (d) in relation to a statutory acknowledgement, the governance entity that represents the iwi which has the statutory acknowledgement, as set out in clauses 5.16.1, 5.16.2 and 5.16.3; and
- (e) for all other redress, the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity; and

**relevant hapu entity** means:

- (a) in relation to the cultural redress property described as Waitao Stream property, Ngāti He Hapu Trust;
- (b) in relation to the statutory acknowledgements:
  - (i) Ngāi Tamawhariua ke Katikati Trust for Aongatete;
  - (ii) Te Whanau a Tauwhao ke Otawhiwhi Trust, for Waiau River;
  - (iii) Ngāi Tamawhariua ke Katikati Trust, for Uretara Stream;
  - (iv) Ngāti He Hapu Trust, for Waitao Stream; and
  - (v) Ngāti He Hapu Trust, for Kaiate Stream / Te Rere a Kawau; and
- (c) in relation to a commercial property and a leaseback property, the relevant hapu entity specified opposite those properties in the tables in parts 3 and 4 of the property redress schedule; and

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**representative entity** means:

- (a) the Ngāi Te Rangi governance entity; and/or
- (b) the Ngā Pōtiki governance entity; and
- (c) a person (including any trustee or trustees) acting for or on behalf of:
  - (i) the collective group referred to in clauses 8.5.1 and/or 8.6.1 (as applicable); or
  - (ii) any one or more members of Ngāi Te Rangi and/or Ngā Pōtiki; or
  - (iii) any one or more of the whānau, hāpu or groups of individuals referred to in clauses 8.5.2 and/or 8.6.2 (as applicable); and

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

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

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

**RFR land** has the meaning in section 68 of the draft settlement bill; and

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

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

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

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

**settlement documentation** means this deed and the settlement legislation; and

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

**statement of association** means each statement of association in part 1 of the documents schedule; and

**statement of coastal values** means the statement set out in part 1.1 of the documents schedule; and

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**statutory acknowledgment** means the acknowledgement to be made by the Crown in the settlement legislation as provided for in sections 21 to 33 of the draft settlement bill; and

**statutory area** means those areas listed in schedule 1 of the draft settlement bill; and

**Tapuika deed of settlement** means the deed dated 16 December 2012 between Tapuika, the trustees of Tapuika Iwi Authority Trust and the Crown settling the historical claims of Tapuika; and

**TMIC** or the **Tauranga Moana Iwi Collective** means the Tauranga Moana Iwi who comprise:

- (a) Ngāi Te Rangi; and
- (b) Ngā Hapū o Ngāti Ranginui; and
- (c) Ngāti Pūkenga; and

**tax** includes income tax and GST; and

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

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

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

**Te Papa properties** means 13 McLean Street and 17 The Strand as described in table 3 of the property redress schedule; and

**Te Rūnanga o Ngāi Te Rangi Iwi Trust** means the trust known by that name and established by a trust deed dated 30 July 2007; and

**terms of negotiation** means the terms of negotiation referred to in clauses 1.4 and 1.11; and

**transfer value**, in relation to:

- (a) a commercial property means the amount payable by the relevant governance entity for the transfer of the property as specified in the table in part 3 of the property redress schedule in relation to that property; and
- (b) a leaseback property, as agreed or determined under part 5 of the property redress schedule; and
- (c) the deferred selection property described in table 4B of part 4 of the property redress schedule, as agreed or determined under part 6 of the property redress schedule; and

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

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**trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust** are the governance entity under the Ngāti Ranginui settlement deed; and

**trustees of the Ngā Pōtiki a Tamapahore Trust** means the trustees from time to time of that trust; and

**trustees of the Ngāi Te Rangi Settlement Trust** means the trustees from time to time of that trust; and

**trustees of Tapuika Iwi Authority Trust** are the governance entity under the Tapuika settlement deed; and

**trustees of Te Kapu o Waitaha** are the governance entity under the Waitaha settlement deed; and

**trustees of Te Tahuu o Tawakeheimoa Trust** are the governance entity described in the Ngāti Rangiwewehi settlement deed; and

**trustees of Te Tāwharau o Ngāti Pūkenga Trust** are the governance entity described in the Ngāti Pūkenga settlement deed; and

**Waitaha settlement deed** means the deed dated 20 September 2011 between the Crown, Waitaha and the trustees of Te Kapu o Waitaha settling the historic claims of Waitaha; and

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

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

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

## 7 INTERPRETATION

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



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