

Rangitāne Tū Mai Ra Trust

Rangitāne Settlement Negotiations Trust

and

THE CROWN

DEED RECORDING ON-ACCOUNT ARRANGEMENTS
in relation to
RANGITĀNE O WAIRARAPA AND RANGITĀNE TAMAKI
NUI-Ā-RUA HISTORICAL CLAIMS

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DEED RECORDING ON-ACCOUNT ARRANGEMENTS

THIS DEED is made between

RANGITĀNE TŪ MAI RA TRUST

RANGITĀNE SETTLEMENT NEGOTIATIONS TRUST

and

THE CROWN

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1 BACKGROUND

- 1.1 In January and February 2011 Rangitāne o Wairarapa and Rangitāne Tamaki Nui-ā-Rua held mandate hui and gave the Rangitāne Settlement Negotiations Trust a mandate to negotiate a deed of settlement with the Crown.
- 1.2 The Crown recognised the mandate on 11 October 2011 and on 28 March 2014 Rangitāne o Wairarapa and Rangitāne Tamaki Nui-ā-Rua, the Rangitāne Settlement Negotiations Trust and the Crown entered into an agreement in principle.
- 1.3 The parties acknowledge and agree:
 - 1.3.1 Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua established the Rangitāne Tū Mai Ra Trust by deed dated 28 March 2014;
 - 1.3.2 the Rangitāne Tū Mai Ra Trust will be the post settlement governance entity for the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua settlement; and
 - 1.3.3 the Crown will provide the Rangitāne Tū Mai Ra Trust with a payment on-account of the settlement of the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua historical claims according to the terms and conditions of this deed.

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2 ON-ACCOUNT ARRANGEMENTS

ON-ACCOUNT PAYMENT

- 2.1 Within ten business days of the date of this deed, the Crown will pay to the Rangitāne Tū Mai Ra Trust **\$6.500 million**, being the **on-account payment**.
- 2.2 The Rangitāne Tū Mai Ra Trust acknowledges and agrees that:
- 2.2.1 the on-account payment forms part of the financial and commercial redress to be provided by the Crown in the settlement of Rangitāne o Wairarapa and Rangitāne Tamaki Nui-ā-Rua historical claims;
 - 2.2.2 the on-account payment will be deducted from the financial and commercial redress amount offered by the Crown in the Rangitāne o Wairarapa and Rangitāne Tamaki Nui-ā-Rua settlement;
 - 2.2.3 the on-account payment is made with the intention by both parties that it is to be used for cultural revitalisation initiatives; and
 - 2.2.4 any interest payable by the Crown to the Rangitāne Tū Mai Ra Trust on the on-account payment will only be payable for the period:
 - (a) beginning on the date of the agreement in principle; and
 - (b) ending on the day before the payment date.
- 2.3 This deed:
- 2.3.1 records on-account arrangements in relation to the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua historical claims;
 - 2.3.2 subject to clause 2.2, does not settle or otherwise affect those claims; but
 - 2.3.3 may be used by the Crown in any proceedings whatsoever as evidence of redress previously provided by the Crown to the Rangitāne Tū Mai Ra Trust on-account of the settlement of Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua historical claims.

SETTLEMENT

- 2.4 Except as provided in this deed, the parties' rights and obligations remain unaffected.

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3 MISCELLANEOUS

AMENDMENT

- 3.1 This deed may be amended only by a written amendment signed by the parties.

ENTIRE AGREEMENT

- 3.2 This deed:

- 3.2.1 constitutes the entire agreement in relation to the matters in it; and
- 3.2.2 supersedes all earlier negotiations, representations, warranties, understandings and agreements in relation to the matters in it.

NO WAIVER OR ASSIGNMENT

- 3.3 Except as provided in this deed:

- 3.3.1 a failure, delay, or indulgence in exercising a right or power under this deed, does not operate as a waiver of that right or power; and
- 3.3.2 a single, or partial, exercise of a right or power under this deed, does not preclude:
- (a) a further exercise of that right or power; or
 - (b) the exercise of another right or power; and
- 3.3.3 a person may not transfer or assign a right or obligation under this deed.

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4 TAX

INDEMNITY

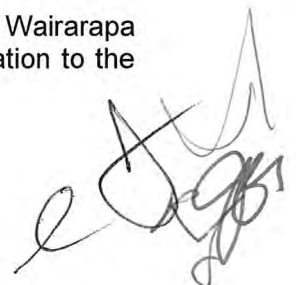
- 4.1 The provision of the on-account payment, or an indemnity payment, to the Rangitāne Tū Mai Ra Trust is not intended to be:
- 4.1.1 a taxable supply for GST purposes; or
 - 4.1.2 assessable income for income tax purposes.
- 4.2 The Crown must, therefore, indemnify the Rangitāne Tū Mai Ra Trust for:
- 4.2.1 any GST payable by the Rangitāne Tū Mai Ra Trust in respect of the provision of the on-account payment or an indemnity payment; and
 - 4.2.2 any income tax payable by the Rangitāne Tū Mai Ra Trust as a result of the on-account payment, or an indemnity payment, being treated as assessable income of the Rangitāne Tū Mai Ra Trust; and
 - 4.2.3 any reasonable cost or liability incurred by the Rangitāne Tū Mai Ra Trust in taking, at the Crown's direction, action:
 - (a) relating to an indemnity demand; or
 - (b) under clause 4.13 or clause 4.14.1(b).

LIMITS

- 4.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):
- 4.3.1 the Rangitāne Tū Mai Ra Trust's:
 - (a) use of the on-account payment or an indemnity payment;
 - (b) payment of costs, or any other amounts, in relation to the on-account payment; or
 - (c) receipt of any income from the on-account payment or an indemnity payment.

ACKNOWLEDGEMENTS

- 4.4 To avoid doubt, the parties acknowledge:
- 4.4.1 the on-account payment is provided:
 - (a) on-account of the future settlement redress of Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua historical claims in relation to the Treaty of Waitangi; and



DEED OF ON-ACCOUNT SETTLEMENT

- (b) with no other consideration being provided;
- 4.4.2 nothing in this part is intended to imply that the provision of the on-account payment, or an indemnity payment, is:
- (a) a taxable supply for GST purposes; or
 - (b) assessable income for income tax purposes; and
- 4.4.3 the Rangitāne Tū Mai Ra Trust is the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

CONSISTENT ACTIONS

- 4.5 Neither the Rangitāne Tū Mai Ra Trust, a person associated with it, or the Crown will act in a manner that is inconsistent with this part 4.
- 4.6 In particular, the Rangitāne Tū Mai Ra Trust agrees that:
- 4.6.1 from the payment date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and
 - 4.6.2 neither it, nor any person associated with it, will claim with respect to the provision of the on-account payment, or an indemnity payment:
 - (a) an input credit for GST purposes; or
 - (b) a deduction for income tax purposes.

INDEMNITY DEMANDS

- 4.7 The Rangitāne Tū Mai Ra Trust and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the Rangitāne Tū Mai Ra Trust may be entitled to an indemnity payment.
- 4.8 An indemnity demand:
- 4.8.1 may be made at any time after the payment date; but
 - 4.8.2 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
 - 4.8.3 must be accompanied by:
 - (a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and



DEED OF ON-ACCOUNT SETTLEMENT

- (b) if the demand relates to GST and the Crown requires, a GST tax invoice.

INDEMNITY PAYMENTS

- 4.9 If the Rangitāne Tū Mai Ra Trust is entitled to an indemnity payment, the Crown may make the payment to:
 - 4.9.1 the Rangitāne Tū Mai Ra Trust; or
 - 4.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the Rangitāne Tū Mai Ra Trust.
- 4.10 The Rangitāne Tū Mai Ra Trust must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of:
 - 4.10.1 the due date for payment of the tax; or
 - 4.10.2 the next business day after receiving the indemnity payment.

REPAYMENT

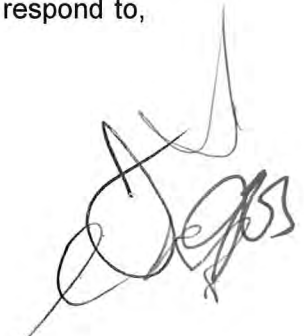
- 4.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the Rangitāne Tū Mai Ra Trust must promptly repay to the Crown any amount that:
 - 4.11.1 the Commissioner of Inland Revenue refunds or credits to the Rangitāne Tū Mai Ra Trust; or
 - 4.11.2 the Rangitāne Tū Mai Ra Trust has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.
- 4.12 The Rangitāne Tū Mai Ra Trust has no right of set-off or counterclaim in relation to an amount payable by it under clause 4.11.

RULINGS

- 4.13 The Rangitāne Tū Mai Ra Trust 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 the on-account payment.

CONTROL OF DISPUTES

- 4.14 If the Rangitāne Tū Mai Ra Trust is entitled to an indemnity payment, the Crown may:
 - 4.14.1 by notice to the Rangitāne Tū Mai Ra Trust, 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

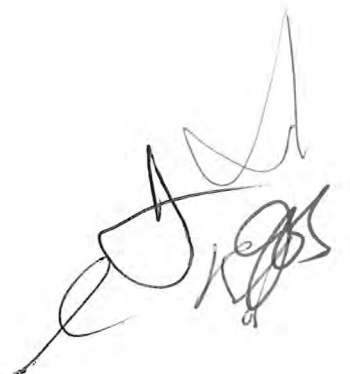


DEED OF ON-ACCOUNT SETTLEMENT

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

4.14.2 nominate and instruct counsel on behalf of the Rangitāne Tū Mai Ra Trust whenever it exercises its rights under clause 4.14.1; and

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

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5 DEFINITIONS AND INTERPRETATION

DEFINED TERMS

5.1 In this deed, unless the context requires otherwise:

agreement in principle means the agreement in principle entered into and dated 28 March 2014 by Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua, the Rangitāne Settlement Negotiations Trust and the Crown recording in principle the basis upon which those parties are willing to enter into a deed of settlement settling Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua historical claims;

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

business day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (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; and
- (c) the day observed as the anniversaries of the province of Wellington or Hawke's Bay.

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

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

deed means this deed recording on-account arrangements between the Rangitāne Tū Mai Ra Trust, the Rangitāne Settlement Negotiations Trust on behalf of Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua and the Crown, and that deed as amended from time to time;

financial and commercial redress means the financial and commercial redress payable by the Crown pursuant to a deed of settlement for the settlement of Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua historical claims;

GST means:

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

income tax means income tax imposed under the Income Tax Act 2007 and includes, for the purpose of part 4, any interest or penalty payable in respect of, or on-account of, the late or non-payment of income tax;

indemnity demand means a demand made by the Rangitāne Tū Mai Ra Trust under part 4 for an indemnity payment;

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indemnity payment means a payment made by the Crown to the Rangitāne Tū Mai Ra Trust under part 4;

on-account payment means the sum referred to in clause 2.1;

payment date means the date the on-account payment is paid to the Rangitāne Tū Mai Ra Trust in accordance with clause 2.1;

provision, in relation to the on-account payment, includes its allotting, payment, credit, transfer, vesting, making available, creation, or grant;

Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua deed of settlement means the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua deed of settlement of historical claims to be signed between the Crown, Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua and the Rangitāne Tū Mai Ra Trust;

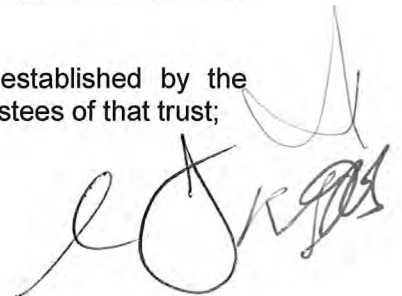
Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua historical claims means every claim, whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) (as defined in the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua deed of settlement to be entered into between the Crown and Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua) that Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua had at, or at any time before, that date, or may have at any time after that date and that:

- (a) is, or is founded on, a right arising:
 - (i) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;
 - (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; and
- (b) arises from, or relates to, acts or omissions before 21 September 1992 -
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation;

Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua settlement means the settlement of the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua historical claims as agreed between the Crown and Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua;

Rangitāne Settlement Negotiations Trust means the mandated body which the Crown has recognised as the entity that holds the mandate to represent Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua in negotiations to settle the historical claims as set out in the terms of negotiation between the Rangitāne Settlement Negotiations Trust and the Crown signed on 29 August 2012;

Rangitāne Tū Mai Ra Trust means the trust of that name established by the Rangitāne Tū Mai Ra Trust trust deed acting by and through the trustees of that trust;



Rangitāne Tū Mai Ra Trust trust deed means the deed of trust establishing the Rangitāne Tū Mai Ra Trust dated 28 March 2014 and includes the schedules and any amendments to that deed;

tax includes income tax and GST;

tax indemnity means an indemnity given by the Crown under part 4;

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

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

use, in relation to the on-account payment or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.

INTERPRETATION

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

5.2.1 headings appear as a matter of convenience and do not affect the interpretation of this deed;

5.2.2 defined terms have the meanings given to them by this deed but if there are any inconsistencies between the definitions in this deed and the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua deed of settlement, the definitions in the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua deed of settlement shall prevail;

5.2.3 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;

5.2.4 the singular includes the plural and vice versa;

5.2.5 a word importing one gender includes the other gender;

5.2.6 a reference to legislation includes a reference to that legislation as amended, consolidated, or substituted;

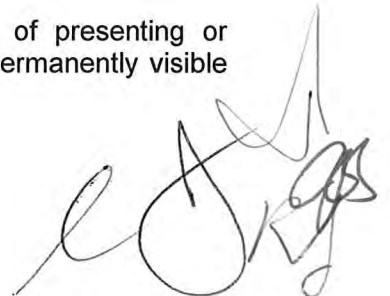
5.2.7 a reference to a party in this deed, or in any other document or agreement under this deed, includes that party's permitted successors;

5.2.8 an agreement on the part of two or more persons binds each of them jointly and severally;

5.2.9 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;

5.2.10 a reference to a monetary amount is to New Zealand currency;

5.2.11 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;

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DEED OF ON-ACCOUNT SETTLEMENT

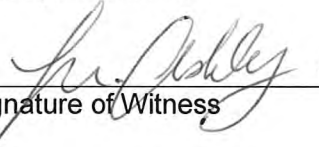
- 5.2.12 a reference to a person includes a corporation sole and a body of persons, whether corporate or unincorporate;
- 5.2.13 a reference to the Crown endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction to the House of Representatives, any legislation;
- 5.2.14 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between the working party and the Crown;
- 5.2.15 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
- 5.2.16 a reference to time is to New Zealand time.



DEED RECORDING ON-ACCOUNT ARRANGEMENTS

SIGNED as a deed on 14 April 2014

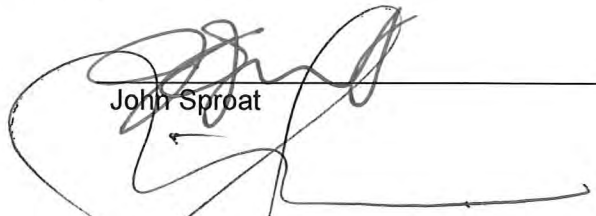
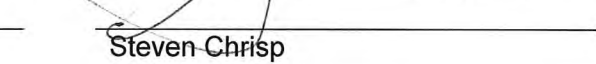
SIGNED by the trustees of
RANGITĀNE TŪ MAI RA TRUST
in the presence of:

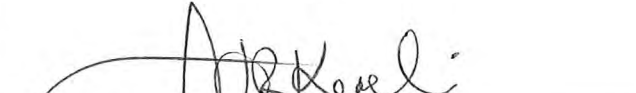


Signature of Witness


Witness Name: MADELINE ASHBY

Occupation: LAW CLERK

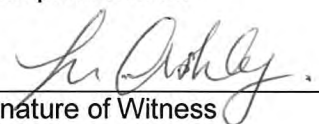
Address: WELLINGTON.


John Sproat

Steven Chrisp


Jason Kerehi

Mavis Mullins


Richard Jones

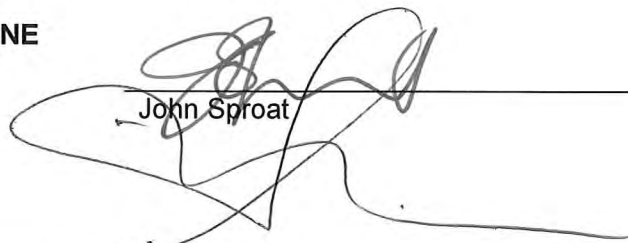
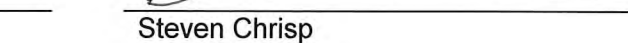
SIGNED on behalf of the RANGITĀNE
SETTLEMENT NEGOTIATIONS TRUST
by the negotiators
in the presence of:

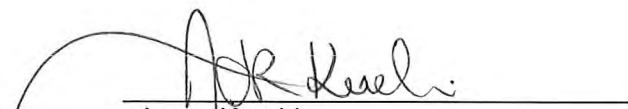


Signature of Witness


Witness Name: MADELINE ASHBY

Occupation: LAW CLERK

Address: WELLINGTON.


John Sproat

Steven Chrisp

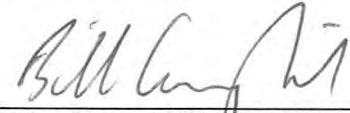

Jason Kerehi

Mavis Mullins

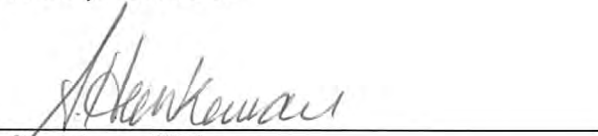

Richard Jones



DEED OF ON-ACCOUNT SETTLEMENT

SIGNED for and on behalf of **THE CROWN**
by the Minister of Finance
in the presence of:

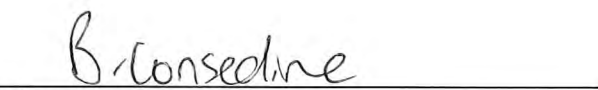

Hon Simon William English


Signature of Witness

Witness Name: *Amohare Houkama*
Occupation: *Public Servant*
Address: *Wellington*

SIGNED for and on behalf of **THE CROWN**
by the Minister for Treaty of Waitangi
Negotiations in the presence of:


Hon Christopher Finlayson


Signature of Witness

Witness Name: *BERNADETTE CONSEDINE*
Occupation: *PRIVATE SECRETARY*
Address: *WELLINGTON*

