NGAI TĀMANUHIRI

and

TRUSTEES OF THE TĀMANUHIRI TUTU POROPORO TRUST

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: GENERAL MATTERS

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1 IMPLEMENTATION 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, but with the consent of the governance entity, propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:

(a) terminating an historical claim proceedings:

(b) giving further effect to this deed, including achieving –

(i) certainty in relation to a party's rights and/or obligations; and/or

(ii) a final and durable settlement.

1.3 Ngai Tāmanuhiri and every representative entity must –

1.3.1 support a bill referred to in paragraph 1.2.3; and

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

1.4 The Crown may cease any land bank arrangement in relation to Ngai Tāmanuhiri or a representative entity.

2 INTEREST

2.1 The Crown must pay interest, in accordance with paragraph 2.2, on the financial and commercial redress amount to the governance entity on the settlement date.

2.2 The interest is payable –

2.2.1 in respect of $10,620,000, from 29 August 2008, being the date of the agreement in principle, to 4 July 2010, being the date of the Minister for Treaty of Waitangi Negotiations' preliminary decision on Tūranganui a Kiwa redress allocation; and

2.2.2 in respect of the financial and commercial redress amount from 5 July 2010, being the day after the date of the Minister for Treaty of Waitangi Negotiations' preliminary decision on Tūranganui a Kiwa redress allocation until the day before the on-account payment is paid to the governance entity under clause 6.2; and

2.2.3 in respect of the financial and commercial redress amount less the on-account payment from the date that the on-account payment is paid to the governance entity under clause 6.2 until the day before the settlement date; and

2.2.4 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 The interest is –

2.3.1 subject to any tax payable in relation to it; and

2.3.2 payable after withholding any tax required by legislation to be withheld.

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; or

3.1.3 a dutiable gift for gift duty 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 gift duty payable by the governance entity in respect of the provision of Crown redress that is –

(a) cultural redress; or

(b) the right under the settlement documentation to purchase deferred selection properties; or

(c) the right under the settlement documentation to purchase RFR land; or

(d) 1858 Waingake Road; and

3.2.4 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).

3: TAX

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 licensed land, including rental proceeds and interest on rental proceeds:

(b) New Zealand units in relation to the licensed land:

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

(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

(iii) a dutiable gift for gift duty 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.

CONSISTENT ACTIONS

3.5 Neither the governance entity, nor a person associated with it, nor 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.

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.

3: TAX

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

(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.

3: TAX

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.

TRANSFER OF LICENSED LAND TO WHARERATA FOREST LIMITED

3.16 For the purposes of this part 3, in respect of the transfer by the Crown of the licensed land to Wharerata Forest Limited –

3.16.1 references in this part 3 to Crown redress will be treated as references to the licensed land; and

3.16.2 references in this part 3 to the governance entity will be treated as references to Wharerata Forest Limited.

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 two 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.

ADDRESSES

4.6 The address of –

4.6.1 Ngai Tāmanuhiri and the governance entity is –

18 Waieri Road
RD 2
GISBORNE 4072

Facsimile No. 06 862 8084

4.6.2 the Crown is –

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

Facsimile No. 04 473 3482

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.

USE OF DEFINED TERM FOR OFFICIAL GEOGRAPHIC NAME

5.5 The defined term Te Kuri a Paoa/Young Nick's Head is not the official name of the geographic feature or Crown protected area to which it relates.

6 DEFINED TERMS

6.1 In this deed –

1858 Waingake Road means the property described as 1858 Waingake Road, Waingake in part 3 of the property redress schedule; and

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 1.17; and

area of interest means the area identified as the area of interest in 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, the Muriwai School House site diagram 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) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or

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

(i) Wellington; or

(ii) Gisborne; or

(iii) Hawke's Bay; and

central leadership group means the group to be established under clauses 5.29 to 5.35;

6: DEFINED TERMS

commercial redress property means each property described in part 3 of the property redress schedule; and

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

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

conservation document has the meaning given to it by section 7 of the draft settlement bill; and

conservation protocol means the conservation protocol in the documents schedule; and

constitution means the constitution of Wharerata Forest Limited to be substantially in the form in part 6 of the documents schedule and with such amendments as the parties may agree; 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 licensed land, means the licence described in relation to that land in part 3 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(1) of the Crown Forest Assets Act 1989; and

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

6: DEFINED TERMS

Crown redress –

(a) means redress –

(i) provided by the Crown to the governance entity; and

(ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and

(b) includes the right of the governance entity under the settlement documentation –

(i) to acquire a deferred selection property; and

(ii) of first refusal in relation to RFR land; and

(c) includes Ngai Tāmanuhiri's interest in the licensed land; and

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

(e) does not include –

(i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or

(ii) a deferred selection property or RFR land; or

(iii) the on-account payment;

(iv) the non-statutory acknowledgement under clause 5.9; and

cultural redress means the redress provided by or under clauses 5.1 to 5.8 and 5.11 to 5.40 and the settlement legislation giving effect to any of those clauses; and

cultural redress property means each property described in part 1 of 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 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

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

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; and

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

dutiable gift has the meaning given to it by section 2 of the Estate and Gift Duties Act 1968; and

eligible member of Ngai Tāmanuhiri means a member of Ngai Tāmanuhiri who on 17 December 2010 was –

(a) aged 18 years or over; and

(b) registered on the register of members of Ngai Tāmanuhiri kept by the Ngai Tāmanuhiri Whānui Trust 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 6.23 and the settlement legislation giving effect to any of those clauses; and

financial and commercial redress amount means the amount referred to in clause 6.1 as the financial and commercial redress amount; and

fisheries protocol means the fisheries protocol in the documents schedule; and

general matters schedule means this schedule; and

gift duty means gift duty imposed under the Estate and Gift Duties Act 1968 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 gift duty; and

governance entity means the trustees for the time being of the Tāmanuhiri Tutu Poroporo Trust, in their capacity as trustees of the trust; and

6: DEFINED TERMS

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 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 to the governance entity or the Commissioner of Inland Revenue under part 3 of this schedule; and

land holding agency –

(a) in relation to Mangapoike means Office of Treaty Settlements; and

(b) in relation to Te Kuri a Paoa/Young Nick's Head means Department of Conservation; and

(c) in relation to Wharerata Forest means LINZ; and

(d) in relation to 1858 Waingake Road means Office of Treaty Settlements; and

(e) in relation to the Muriwai School DSP site means Ministry of Education; and

(f) in relation to LINZ property # 11306 means LINZ; and

licensed land –

(a) means the land described in part 3 of the property redress schedule as licensed land; 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; and

LINZ means Land Information New Zealand; and

LINZ property # 11306 means the property described as LINZ property # 11306 in part 4 of the property redress schedule; and

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

mandated negotiators means the individuals identified as the mandated negotiators by clause 8.7; and

Māori land claims protection legislation means the following sections:

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

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

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

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

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

member of Ngai Tāmanuhiri 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

Muriwai School DSP site means the property described as the Muriwai School DSP site in part 4 of the property redress schedule; and

Muriwai School House site means 0.0900 hectares, approximately – subject to ground verification, being part Lot 1 DP 3561, part computer freehold register GS2A/870, as shown bordered yellow on the Muriwai School House site diagram in the attachments; and

Muriwai School RFR site means the land described as Muriwai School RFR site in the attachments; and

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

6: DEFINED TERMS

New Zealand unit has the meaning given to it in the Climate Change Response Act 2002; and

Ngai Tāmanuhiri has the meaning given to it by clause 8.5; and

Ngai Tāmanuhiri's interest in the licensed land means Ngai Tāmanuhiri's beneficial interest in the licensed land set out in the shareholders' agreement and trust deed; and

Ngai Tāmanuhiri Whānui Charitable Trust means the trust known by that name and established by a trust deed dated 15 August 1994 and signed by:

(a) Hare Taipiha Pohatu, Gisborne:

(b) Te Iwi Kaipuke Ngarangione, Gisborne:

(c) Robyn Mere Rauna, Gisborne:

(d) Donald Oliphant Stewart, Gisborne:

(e) Jody Balneavis Wyllie, Gisborne; and

Ngai Tāmanuhiri Whānui Trust means the trust known by that name and established by a trust deed dated April 2005 and signed by:

(a) the trustees of the Ngai Tāmanuhiri Whānui Charitable Trust:

(b) Na Rongowhakaata Raihania:

(c) Reweti Ratu Ropiha:

(d) Pauline Nora Hill:

(e) Maurice Andrew Pohatu:

(f) Erena Awhi Wyllie:

(g) Tawehi Padudi Kemp:

(h) Jody Hine Tu Te Kimihia Toroa:

(i) Lynnettee Rerehau Pounsford; 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

6: DEFINED TERMS

on-account payment means the amount paid by the Crown under clause 6.2 on account of the settlement referred to in clause 6.1; and

other Wharerata claimants means Ngati Rakaipaaka, Ngai Te Rakato and any other claimants with established historical Treaty claims to the Wharerata Forest; and

Pakowhai Scenic Reserve means the land described as Pakowhai Scenic Reserve in the attachments; and

party means each of the following:

(a) Ngai Tāmanuhiri:

(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; and

protocol means a protocol issued under clause 5.11 and the settlement legislation; 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 5.5 of the property redress schedule as having entered into an agreement for its sale and purchase; and

putea means the amount paid by the Crown referred to in clause 5.5; and

redress means –

(a) the acknowledgement and the apology made by the Crown under clauses 3.1 to 3.24; and

(b) the cultural redress; and

(c) the financial and commercial redress; and

redress property means –

(a) each cultural redress property; and

(a) each commercial redress property; and

6: DEFINED TERMS

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 Ngai Tāmanuhiri; or

(iii) any one or more of the whānau, hāpu, or groups of individuals referred to in clause 8.5.2; and

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

responsible Minister has the meaning given to it by section 7 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

RFR land means each of the Pakowhai Scenic Reserve and the Muriwai School RFR site; and

Rongowhakaata:

(a) has the meaning given to it in the agreement in principle; but

(b) if a deed of settlement of historical Treaty claims is entered into between the group of this name and the Crown, then Rongowhakaata has the meaning given to it in that deed; and

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

6: DEFINED TERMS

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 by the Crown 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

shareholders' agreement and trust deed means the trust deed to be entered into by the Crown, the governance entity and Wharerata Forest Limited in accordance with clause 6.9, to be substantially in the form in part 7 of the documents schedule and with such amendments as the parties may agree; and

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

statutory acknowledgment has the meaning given to it by section 7 of the draft settlement bill; and

Tāmanuhiri Tutu Poroporo Trust means the trust known by that name and established by a trust deed 2 March 2011 and signed by:

Na Rongowhakaata Raihania:

Reweti Ratu Ropiha:

Pauline Norah Hill:

Lisa Janet Maynard:

Lynnettee Rerehau Pounsford:

Hope Nga Taare Tupara:

Keith Tausia Tarsau; and

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

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

6: DEFINED TERMS

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 **Pou a Haokai** has the meaning given to it in the agreement in principle; and

Te **Whakarau**:

(a) means Te Pou a Haokai; but

(b) if a deed of settlement of historical Treaty claims is entered into between the group of this name and the Crown, then Te Whakarau has the meaning given to it in that deed; and

Te **Wherowhero** means the property described in part 2 of schedule 2 of the draft settlement bill. As shown on deed plan OTS-005-003; and

terms of negotiation means the terms of negotiation referred to in clause 1.15; and

transfer value of Ngai Tāmanuhiri's interest in the licensed land means the transfer value provided in clause 6.1.2; 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 Ngai Tāmanuhiri Whānui Trust means the trustees from time to time of that trust; and

trustees of the Tāmanuhiri Tutu Poroporo Trust and **trustees** means the trustees from time to time of that trust; and

Tūranga Manu Whiriwhiri means the negotiators that were appointed by the Rongowhakaata Claims Committee (including Te Uri o Te Kooti Rikirangi who themselves have the mandate of their people), Te Pou a Haokai Central Progression Team (comprising Te Whanau a Kai, Nga Ariki Kaiputahi and Te Aitanga a Mahaki all of whom themselves have the mandate of their people and Te Whanau a Rangiwhakataetaea and Te Whanau a Wi Pere) and Ngai Tāmanuhiri Whanui Charitable Trust, to negotiate the settlement of Tūranganui a Kiwa historical claims; and

Tūranganui a Kiwa means Rongowhakaata, Te Whakarau and Ngai Tāmanuhiri; and

6: DEFINED TERMS

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

Wharerata Forest Limited means the company to be established under clause 6.8 to hold the licensed land; 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 that 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: INTERPRETATION

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

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; and

7.14.4 the draft settlement bill are referred to as sections.

7.15 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.

7.16 The deed plans in the attachments that are referred to in the statutory acknowledgement indicate the general locations of the relevant sites and areas but not their precise boundaries.