TE UREWERA

and

THE CROWN

TAX INDEMNITY DEED

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TAX INDEMNITY DEED

THIS DEED is made between

TE UREWERA

and

THE CROWN

1 BACKGROUND

1.1 The Crown, Ngāti Ruapani Mai Waikaremoana and Ngāti Ruapani Mai Waikaremoana Trust are parties to a deed of settlement of historical claims dated 25 February 2026 (**deed of settlement**).

1.2 The deed of settlement provides that the settlement legislation to give effect to it will vest land (the **additional Te Urewera land**) in Te Urewera to be held under the Te Urewera Act 2014.

1.3 Te Urewera is not a party to the deed of settlement and therefore the parties wish to enter into this deed to provide Te Urewera with a tax indemnity in respect of the vesting of the additional land.

1.4 References in this deed to Te Urewera include references to Te Urewera Board unless the context indicates otherwise.

1.5 The parties agree and acknowledge as provided in this deed.

2 TAX INDEMNITY

TAX INDEMNITY

2.1 The vesting of additional Te Urewera land, or an indemnity payment, to Te Urewera is not intended to be –

2.1.1 a taxable supply for GST purposes; or

2.1.2 assessable income for income tax purposes.

2.2 The Crown must, therefore, indemnify Te Urewera for –

2.2.1 any GST payable by Te Urewera in respect of the vesting of additional Te Urewera land or an indemnity payment; and

2.2.2 any income tax payable by Te Urewera as a result of the vesting of any additional Te Urewera land, or an indemnity payment, being treated as assessable income of Te Urewera; and

2.2.3 any reasonable cost or liability incurred by Te Urewera in taking, at the Crown's direction, action –

(a) relating to an indemnity demand; or

(b) under clause 2.13 or clause 2.14.1.

LIMITS

2.3 The tax indemnity does not apply to Te Urewera's –

2.3.1 use of the additional Te Urewera land or an indemnity payment; or

2.3.2 payment of costs, or any other amounts, in relation to the additional Te Urewera land,

which are subject to normal tax treatment.

ACKNOWLEDGEMENTS

2.4 To avoid doubt, the parties acknowledge nothing in this deed is intended to imply that the vesting of additional Te Urewera land, or an indemnity payment, is –

2.4.1 a taxable supply for GST purposes; or

2.4.2 assessable income for income tax purposes.

CONSISTENT ACTIONS

2.5 None of Te Urewera, a person associated with it, or the Crown will act in a manner that is inconsistent with this clause 2.

2.6 In particular, Te Urewera agrees that –

2.6.1 from the settlement date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and

2.6.2 neither it, nor any person associated with it, will claim with respect to the vesting of additional Te Urewera land, or an indemnity payment –

(a) an input credit for GST purposes; or

(b) a deduction for income tax purposes.

INDEMNITY DEMANDS

2.7 Te Urewera and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that Te Urewera may be entitled to an indemnity payment.

2.8 An indemnity demand –

2.8.1 may be made at any time after the settlement date; but

2.8.2 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

2.8.3 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 it, taxable supply information.

INDEMNITY PAYMENTS

2.9 If Te Urewera is entitled to an indemnity payment, the Crown may make the payment to –

2.9.1 Te Urewera; or

2.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, Te Urewera.

2.10 Te Urewera must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of –

2.10.1 the due date for payment of the tax; or

2.10.2 the next business day after receiving the indemnity payment.

REPAYMENT

2.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, Te Urewera must promptly repay to the Crown any amount that–

2.11.1 the Commissioner of Inland Revenue refunds or credits to Te Urewera; or

2.11.2 Te Urewera has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

2.12 Te Urewera has no right of set-off or counterclaim in relation to an amount payable by it under clause 2.11.

RULINGS

2.13 Te Urewera 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 additional Te Urewera land.

CONTROL OF DISPUTES

2.14 If Te Urewera is entitled to an indemnity payment, the Crown may –

2.14.1 by notice to Te Urewera, 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

2.14.2 nominate and instruct counsel on behalf of Te Urewera whenever it exercises its rights under clause 2.14.1; and

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

3 GENERAL

NOTICE

3.1 A notice under this deed must be –

3.1.1 in writing; and

3.1.2 signed by the authorised person(s); and

3.1.3 addressed to the recipient at its address or email address as provided –

(a) in clause 3.4; or

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

3.1.4 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) sending it by electronic mail to the recipient's email address.

3.2 A notice is to be treated as having been received –

3.2.1 at the time of delivery, if personally delivered; or

3.2.2 on the sixth day after posting, if posted; or

3.2.3 on the day of transmission, if sent by electronic mail.

3.3 However, if a notice is treated under clause 3.2 as having been received after 5pm on a business day, or on a non-working day, it is to be treated as having been received on the next business day.

ADDRESSES

3.4 The address of –

3.4.1 Te Urewera is –

c/o Te Urewera Board

Email address: rereata@ngaituhoe.iwi.nz

3.4.2 the Crown is –

C/- The Solicitor-General

Crown Law Office
Level 2
Justice Centre
19 Aitken Street
PO Box 2858
WELLINGTON

Email address treaty.teams@crownlaw.govt.nz

AMENDMENTS

3.5 This deed may be amended only by written agreement signed by Te Urewera and the Crown.

ENTIRE AGREEMENT

3.6 This deed in relation to the matters in it –

3.6.1 constitutes the entire agreement between the parties; and

3.6.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

3.7 Clause 3.8 applies to rights and obligations under this deed.

3.8 Except as provided in this deed, a party –

3.8.1 may not transfer or assign its rights or obligations; and

3.8.2 does not waive a right by –

(a) failing to exercise it; or

(b) delaying in exercising it; and

3.8.3 is not precluded by a single or partial exercise of a right from exercising –

(a) that right again; or

(b) another right.

CONDITION AND TERMINATION

3.9 This deed is conditional on the deed of settlement becoming unconditional and terminates if the deed of settlement is terminated.

DEFINITIONS AND INTERPRETATION

3.10 In this deed, unless the context requires otherwise –

3.10.1 **additional Te Urewera land** has the meaning given in the deed of settlement; and

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

3.10.3 **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, Te Rā Aro ki a Matariki / Matariki Observance Day, 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

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

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

3.10.6 **deed of settlement** has the meaning given to it in clause 1.1; and

3.10.7 **GST** –

(a) means goods and services tax imposed under the Goods and Services Tax Act 1985; and

(b) includes, for the purposes of this deed, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

3.10.8 **income tax** means:

(a) income tax imposed under the Income Tax Act 2007; and

(b) includes, for the purposes of this deed, any interest or penalty payable in respect of, or on account of, the late or non-payment of income tax; and

3.10.9 **indemnity demand** means a demand made by Te Urewera to the Crown under clause 2 for an indemnity payment; and

3.10.10 **indemnity payment** means a payment made by the Crown under clause 2; and

3.10.11 **notice** means a notice given under clause 3.1, and notify has a corresponding meaning; and

3.10.12 **party** means each of the Crown and Te Urewera; and

3.10.13 **settlement date** has the meaning given to it in the deed of settlement; and

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

3.10.15 **tax indemnity** means an indemnity given by the Crown under clause 2; and

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

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

3.10.18 **taxable supply information** has the definition given to it in the Goods and Services Tax Act 1985; and

3.10.19 **Te Urewera** means the legal entity created by section 11 of the Te Urewera Act 2014 or, as the context requires, the place encompassing Te Urewera land; and

3.10.20 **Te Urewera Board** means the board established by section 16 of the Te Urewera Act 2014; and

3.10.21 **use**, in relation to redress or an indemnity payment, includes dealing with, payment, transfer, distribution, or application; and

3.10.22 any term defined in the deed of settlement, other than any term also defined in this clause 3.10, has the meaning given to it by the deed of settlement; and

3.10.23 part 7 of the general matters schedule to the deed of settlement applies to the interpretation of this deed.

SIGNED for and on behalf of **THE CROWN** by –

The Minister of Finance
in the presence of –



Hon Nicola Valentine Willis

WITNESS



Name: OLIVIA MAXWELL

Occupation: PUBLIC SERVANT

Address: WELLINGTON

SIGNED as a deed on 16 October 2026

SIGNED for and on behalf
of **TE UREWERA** by
the members of the Te Urewera Board
in the presence of –

P. McGarvey

Patrick McGarvey, Chair

Tipene Reweti

WITNESS

Name: Tiara Fuata

Occupation: Executive Assistant

Address: 13 Fred Judd Cres
Whakatane 3120