

THE TRUSTEES OF THE LAKE ROTOAIRA TRUST

and

THE CROWN

**DEED OF RESOLUTION OF CLAIMS
RELATING TO LAKE ROTOAIRA**

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DEED OF RESOLUTION

THIS DEED is made between

THE TRUSTEES OF THE LAKE ROTOAIRA TRUST

and

THE CROWN

1 BACKGROUND

BACKGROUND

- 1.1 The trustees own the bed of Lake Rotoaira in trust for the beneficial owners. In 1972 the trustees entered into the 1972 Deed regarding the use of the Lake as a part of the Tongariro Power Development Scheme.
- 1.2 The circumstances surrounding the construction of Tongariro Power Development Scheme, the 1972 Deed, and the impact of the scheme on the Lake, have been a matter of considerable grievance to Ngāti Tūwharetoa, including the trustees and the beneficial owners.

OPERATION OF TONGARIRO DEVELOPMENT SCHEME

- 1.3 From the date of the 1972 Deed to 31 March 1987, the Crown owned and operated the Tongariro Power Development Scheme. With effect from 1 April 1987 the Tongariro Power Development Scheme was owned and operated by ECNZ. With effect from 1 April 1999 the Tongariro Power Development Scheme was owned and operated by Genesis.
- 1.4 The Crown says that at all relevant times the Crown and ECNZ had, and Genesis continues to have, the full legal authority necessary to use the Lake for electricity generation.
- 1.5 The trustees say, amongst other things, that:
 - 1.5.1 the 1972 Deed did not entitle the Crown or ECNZ, and does not entitle Genesis, to use the Lake for certain activities relating to electricity generation; and
 - 1.5.2 the 1972 Deed unlawfully prevents the trustees from claiming compensation arising out of the use of the Lake for electricity generation purposes.

HISTORICAL SETTLEMENT

- 1.6 On 15 December 2016, the Crown, Te Kohitanga o Ngāti Tūwharetoa and Ngāti Tūwharetoa initialled a Deed of Settlement of Historical Claims (the Historical Settlement Deed). The Historical Settlement Deed was then ratified by Ngāti Tūwharetoa and signed on 8 July 2017. The majority of the Historical Settlement Deed will be given effect through the Ngāti Tūwharetoa settlement legislation.
- 1.7 The trustees acknowledge that, upon the enactment of the Ngāti Tūwharetoa settlement legislation, the historical claims of Ngāti Tūwharetoa will be settled and this will include the settlement of claims in respect of the Lake arising from acts or omissions of the Crown before 21 September 1992.

DEED OF RESOLUTION

1: BACKGROUND

- 1.8 The Historical Settlement Deed, as signed, records that the Crown:
- 1.8.1 did not conduct all aspects of negotiations between 1964 and 1972 for the establishment of the Tongariro Power Development scheme in a manner which reached the standards expected of good faith negotiations;
 - 1.8.2 failed to actively protect Ngāti Tūwharetoa's interests when it entered into the 1972 Lake Rotoaira Trust Deed which exempted it from paying compensation for damage to the lake and its fishery, despite being aware that the Tongariro Power Development Scheme would detrimentally impact the lake;
 - 1.8.3 did not prevent or mitigate the Tongariro Power Development scheme's destructive ecological impact upon the lake, with the result that its owners were unable to derive an income from its fishery;
 - 1.8.4 and these failures were breaches of the Treaty of Waitangi and its principles which have been a source of profound distress for Ngāti Tūwharetoa.
- 1.9 The Historical Settlement Deed also includes a Crown apology for the prejudice it has caused the iwi, and in relation to the Lake, the Crown has expressed its profound remorse for the impact of its actions on the Lake, its fishery, and its sacred mauri.
- 1.10 The trustees acknowledge the contents of the Historical Settlement Deed in full, including the statements and apologies listed above.
- 1.11 The trustees acknowledge these statements and apologies contained in the Historical Settlement Deed.
- 1.12 The Ngāti Tūwharetoa settlement legislation will settle all claims in respect of the Lake arising from acts or omissions of the Crown from 1840 until and including 20 September 1992.
- 1.13 This deed settles the claims in respect of acts or omissions of the Crown from 21 September 1992 until the date of this deed.

THE 1972 DEED

- 1.14 Although all claims relating to the 1972 Deed arising up to and including 20 September 1992 will be settled by the Ngāti Tūwharetoa settlement legislation, that settlement will not terminate the 1972 Deed.
- 1.15 The trustees say that, despite the settlement of the historical claims, the continued existence and (in their view) ongoing effect of the 1972 Deed is a source of continuing distress for the trustees and beneficial owners. The trustees consider the 1972 Deed as an integral element of the background to the claims.

DEED OF RESOLUTION

1: BACKGROUND

- 1.16 This deed provides for the termination of the 1972 Deed. The trustees consider this as a critical element in the restoration of the relationship between the Crown and the trustees and beneficial owners.

RESOLUTION OF CLAIMS

- 1.17 The Crown does not accept liability in respect of the claims but has agreed to make a contribution to the restoration of the Lake in good faith and to terminate the 1972 Deed to settle the claims and to reaffirm and restore the Crown's relationship with the trustees and beneficial owners.

ASPIRATIONS

- 1.18 The trustees say that they and the beneficial owners wish to explore opportunities to utilise their property for purposes that generate income (including, but not limited to, fish farming and associated aquaculture activities and tourism), while protecting and enhancing the health and well-being of the Lake for present and future generations.

SPECIFIC CIRCUMSTANCES

- 1.19 The parties acknowledge that the Crown does not have an established policy that applies to addressing specific grievances such as the claims. Where such claims are raised, the relevant government department considers potential settlements on a case by case basis.
- 1.20 Without limiting the effect of this deed in any way, the parties consider the circumstances in which the trustees have sought to negotiate with the Crown about the claims are specific to the Lake, and the Trust. The Crown does not intend this deed to create a precedent.

MANDATE AND RATIFICATION

- 1.21 In entering into this deed, the trustees are acting on behalf of the beneficial owners, including when settling claims held by the beneficial owners.
- 1.22 The trustees have, in accordance with the 2014 Trust Order, allowed for voting by the beneficial owners, as provided for in clause 7 of the 2014 Trust Order.
- 1.23 The method of voting used for the Owner Motion (as that term is used in the 2014 Trust Order), was through postal ballot (clause 7(b)(iv) of the 2014 Trust Deed).
- 1.24 The Crown is satisfied that the trustees undertook this voting method, and that, in accordance with clause 7(d) of the Trust Deed a Chief Returning Officer was responsible for co-ordinating the Owner Motion.
- 1.25 The trustees prior to the postal ballot provided information to the beneficial owners setting out the terms of this deed and its intended effect.

DEED OF RESOLUTION

1: BACKGROUND

- 1.26 The results of the postal ballot showed that beneficial owners strongly support the settlement. Of the 797 eligible votes cast, 757 beneficial owners voted in favour of the settlement, a percentage of 94.98.
- 1.27 The Crown is satisfied that the process provided for in the 2014 Trust Order was followed and that the trustees have an appropriate mandate to settle the claims on behalf of the beneficial owners.

AGREEMENT

- 1.28 Therefore, the parties –
- 1.28.1 in a spirit of co-operation and compromise wish to enter, in good faith, into this deed settling the claims; and
 - 1.28.2 agree and acknowledge as provided in this deed.

2 EX GRATIA PAYMENT

EX GRATIA PAYMENT

- 2.1. The Crown must pay the trustees an ex gratia payment of \$10,350,000 (including GST) on the resolution date.
- 2.2. The trustees must apply the ex gratia payment primarily (but not exclusively) to the restoration of the Lake.
- 2.3. The restoration of the Lake may include steps to repair, maintain, improve or enhance:
 - 2.3.1 the environmental, spiritual or cultural value of the Lake to the Trust or the beneficial owners;
 - 2.3.2 the value of the Lake to the economic and cultural advancement of the beneficial owners; or
 - 2.3.3 the relationships between beneficial owners, and between beneficial owners and the trustees, having regard to the significance of the Lake to them.
- 2.4. To avoid doubt, providing they have regard to paragraph 2.2 and 2.3 above, the trustees may also apply the ex gratia payment towards any purposes of the Trust, as set out from time to time in the trust deed.

DEED OF RESOLUTION

3: RESOLUTION

3 RESOLUTION

RESOLUTION

- 3.1 On and from the resolution date, –
- 3.1.1 the claims are resolved; and
 - 3.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the claims; and
 - 3.1.3 the resolution is final.
- 3.2 The trustees acknowledge that the settlement of the historical claims under the Ngāti Tūwharetoa settlement legislation will settle the historical claims of the trustees and the beneficial owners in relation to the Lake.
- 3.3 To avoid doubt, –
- 3.3.1 Clauses 3.1 to 3.2:
 - 3.3.1.1 do not extinguish or limit any aboriginal title or customary right that the trustees or beneficial owners may have, including in relation to the water within the Lake; and
 - 3.3.1.2 will not affect, be taken into account for the purposes of, or otherwise prejudice any future recognition or creation (including by the Crown) of any legal rights or interests in water within the Lake;
 - 3.3.2 clause 3.3.1 does not constitute or imply an acknowledgement by the Crown that any aboriginal title or customary rights exists.
 - 3.3.3 Without altering the effect of clause 3.1, the Crown and the trustees acknowledge this deed does not preclude any future relationships, agreements or arrangements between:
 - 3.3.3.1 Ngati Tuwharetoa and the Crown, local authorities or other persons; or
 - 3.3.3.2 The trustees and the Crown, local authorities or other persons.

DEED OF RESOLUTION

3: RESOLUTION

TERMINATION OF 1972 DEED

- 3.4 The 1972 Deed is terminated with effect from the resolution date, and, on that date, each party to the 1972 Deed releases and discharges the other from all obligations and liabilities under it.
- 3.5 For the avoidance of doubt, clause 3.1 applies to any claims the trustees may have in respect of the existence or operation of the 1972 Deed.

CROWN'S STATEMENT OF POSITION

- 3.6 The Crown refers to the statements in clauses 1.1 to 1.20.
- 3.7 The Crown acknowledges that the beneficial owners own the bed of Lake Rotoaira, and that they consider the Lake is a taonga tuku iho. The Crown enters this deed on the following bases:

3.7.1 the Crown makes the payment under clause 2.1 as an ex gratia payment, in good faith, to be applied principally to the restoration of the Lake, and to reaffirm and restore the Crown's relationship with the trustees and beneficial owners of the Trust:

3.7.2 other than any acknowledgements of breach of principles of the Treaty in the Historical Settlement Deed, the Crown does not acknowledge or admit any liability in respect of –

3.7.2.1 the entry into the 1972 Deed or its operation or existence;
or

3.7.2.2 the use of the Lake for electricity generation purposes or otherwise; or

3.7.2.3 the effects on the Lake, or the bed of the Lake, arising out of the use of the Lake for electricity generation purposes or otherwise: and

3.7.3 the authority of the Crown, ECNZ and Genesis to use the Lake for electricity purposes arises out of legislation, and not the 1972 Deed.

IMPLEMENTATION

- 3.8 The trustees must use best endeavours to ensure that every claim proceedings is discontinued –
- 3.8.1 by the resolution date; or

DEED OF RESOLUTION

3: RESOLUTION

3.8.2 if not by the resolution date, as soon as practicable afterwards.

3.9 The Crown may, after the resolution date, do all or any of the following:

3.9.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the resolution:

3.9.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the resolution.

3.10 The trustees must not –

3.10.1 issue any proceeding based on the claims; or

3.10.2 support other claimants issuing or continuing any proceedings based on the claims.

4 TAX

INDEMNITY

- 4.1 The provision of the ex gratia payment, or an indemnity payment, to the trustees—
- 4.1.1 is a taxable supply for GST purposes; and
 - 4.1.2 is not intended to be assessable income for income tax purposes.
- 4.2 The Crown must, therefore, indemnify the trustees for –
- 4.2.1 any income tax payable by the trustees as a result of the ex gratia payment, or an indemnity payment, being treated as assessable income of the trustees; and
 - 4.2.2 any reasonable cost or liability incurred by the trustees in taking, at the Crown's direction, action –
 - 4.2.2.1 relating to an indemnity demand; or
 - 4.2.2.2 under clause 4.13 or clause 4.14.1(b).

LIMITS

- 4.3 The tax indemnity does not apply to the trustees' use of the ex gratia payment or an indemnity payment (which is subject to normal tax treatment).

ACKNOWLEDGEMENTS

- 4.4 To avoid doubt, the parties acknowledge –
- 4.4.1 the ex gratia payment is provided –
 - 4.4.1.1 to settle the claims; and
 - 4.4.1.2 with no other consideration being provided; and
 - 4.4.2 nothing in this part is intended to imply that –
 - 4.4.2.1 the provision of the ex gratia payment, or an indemnity payment, is assessable income for income tax purposes; or –

DEED OF RESOLUTION

4: TAX

4.4.2.2 if the Trust is a charitable trust, or other charitable entity, the trustees receive –

4.4.2.2.1 redress, assets, or rights other than for charitable purposes; or

4.4.2.2.2 income other than as exempt income for income tax purposes; and

4.4.3 the 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 None of the trustees, 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 trustees agree that –

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

4.6.2 neither they, nor any person associated with them, will claim a deduction for income tax purposes with respect to the provision of the ex gratia payment, or an indemnity payment.

INDEMNITY DEMANDS

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

4.8 An indemnity demand –

4.8.1 may be made at any time after the resolution 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 –

4.8.2.1 specified in an assessment; or

4.8.2.2 a date for the payment of provisional tax; or

4.8.2.3 otherwise determined; and

DEED OF RESOLUTION

4: TAX

- 4.8.3 must be accompanied by evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown.

INDEMNITY PAYMENTS

- 4.9 If the trustees are entitled to an indemnity payment, the Crown may make the payment to –
 - 4.9.1 the trustees; or
 - 4.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the trustees.
- 4.10 The trustees 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 trustees must promptly repay to the Crown any amount that –
 - 4.11.1 the Commissioner of Inland Revenue refunds or credits to the trustees; or
 - 4.11.2 the trustees have received but have not paid, and are not required to pay, to the Commissioner of Inland Revenue.
- 4.12 The trustees have no right of set-off or counterclaim in relation to an amount payable by it under clause 4.11.

RULINGS

- 4.13 The trustees 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

- 4.14 If the trustees are entitled to an indemnity payment, the Crown may –
 - 4.14.1 by notice to the trustees, require them to –
 - 4.14.1.1 exercise a right to defer the payment of tax; and/or

DEED OF RESOLUTION

4: TAX

4.14.1.2 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, –

4.14.1.2.1 a tax assessment; and/or

4.14.1.2.2 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 trustees 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.

GST

4.15 The ex gratia payment includes GST.

4.16 On the resolution date, the Crown shall issue a GST Tax Invoice to the trustees in respect of the taxable supplies made under this deed and notify the GST date upon which the applicable GST is payable.

4.17 In the event that the trustees fail to pay the GST payable under this deed on the GST date, the trustees will pay default GST to the Crown that accrues until the trustees pay the GST payable under this deed.

DEFINITION

4.18 In this part, unless the context requires otherwise, use, in relation to redress or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.

5 NOTICE

APPLICATION

5.1 This part applies to a notice under this deed.

REQUIREMENTS

5.2 A notice must be –

5.2.1 in writing; and

5.2.2 signed by the person giving it (but, if the trustees are giving the notice, it is effective if not less than three trustees sign it); and

5.2.3 addressed to the recipient at its address, facsimile number, or email address as provided –

5.2.3.1 in clause 6.5; or

5.2.3.2 if the recipient has given notice of a new address, facsimile number or email address, in the most recent notice of a change of address, facsimile number or email address; and

5.2.4 given by –

5.2.4.1 personal delivery (including by courier) to the recipient's street address; or

5.2.4.2 sending it by pre-paid post addressed to the recipient's postal address; or

5.2.4.3 by faxing it to the recipient's facsimile number; or

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

TIMING

5.3 A notice is to be treated as having been received:

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

5.3.2 on the fourth day after posting, if posted; or

5.3.3 on the day of transmission, if faxed or sent by electronic mail.

DEED OF RESOLUTION

5: NOTICE

- 5.4 However, if a notice is treated under clause 5.3 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

- 5.5 The address of –

- 5.5.1 the trustees is –

C/- Lake Rotoaira Forest Trust
PO Box 155
TURANGI 3353

- 5.5.2 the Crown is –

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

Facsimile No. 04 473 3482

Email address library@crownlaw.govt.nz

6 MISCELLANEOUS

AMENDMENTS

- 6.1 This deed may be amended only by written agreement signed by the trustees and the Crown.

ENTIRE AGREEMENT

- 6.2 This deed in relation to the matters in it, –

6.2.1 constitutes the entire agreement; and

6.2.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

- 6.3 Clause 6.4 applies to rights and obligations under this deed.

- 6.4 Except as provided in this deed, a party –

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

6.4.2 does not waive a right by –

6.4.2.1 failing to exercise it; or

6.4.2.2 delaying in exercising it; and

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

6.4.3.1 that right again; or

6.4.3.2 another right.

7 DEFINITION OF CLAIMS

CLAIMS

7.1 In this deed, **claims** –

7.1.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the resolution date) that the trustees or beneficial owners had at, the resolution date, or may have at any time after the resolution date, in respect of, or relating in any way to, the Lake or use of the Lake (including the water in the Lake) and that –

7.1.1.1 is, or is founded on, a right arising –

7.1.1.1.1 from the Te Tiriti o Waitangi/Treaty of Waitangi or its principles; or

7.1.1.1.2 under legislation; or

7.1.1.1.3 at common law, including aboriginal title or customary law; or

7.1.1.1.4 from fiduciary duty; or

7.1.1.1.5 otherwise; and

7.1.1.2 arises from, or relates to, acts or omissions between 21 September 1992 and the date of this deed –

7.1.1.2.1 by, or on behalf of, the Crown; or

7.1.1.2.2 by, or on behalf of, ECNZ; or

7.1.1.2.3 by, or on behalf of, Genesis; or

7.1.1.2.4 by or under legislation; and

7.1.2 includes every claim to which clause 7.1.1 applies that relates to the use of the Lake for electricity generation purposes; and

DEED OF RESOLUTION

- 7.1.3 includes every claim to the Waitangi Tribunal to the extent that clause 7.1.1 applies to that claim, including Wai 178.

8 DEFINED TERMS

In this deed –

1972 Deed and the **1972 Lake Rotoaira Trust Deed** (in clause 1.8.2) means the deed between the trustees and the Crown dated 30 November 1972; and

2014 Trust Order means the order of the Māori Land Court varying the terms of the Lake Rotoaira Trust dated 20 October 2014; and

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

business day means a day that is not –

- (a) a Saturday or a Sunday; or
- (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; or
- (c) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day; 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

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

claims has the meaning given to it in part 7; and

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

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

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

default GST means any additional GST, penalty, interest or other sim levied against the Crown by reason of non or late payment of the GST payable in respect of the

DEED OF RESOLUTION

taxable supply made under this deed, but does not include any such sum levied against the Crown by reason of default by the Crown after payment of the GST (including default GST) to the Crown by the trustees.

ECNZ means Electricity Corporation of New Zealand and includes any related or associated company that has undertaken electricity generation activities in relation to the Lake; and

ex gratia payment means the amount payable under clause 2.1; and

Genesis means Genesis Electricity Limited and includes any related or associated company that undertakes electricity generation activities in relation to the Lake; and

GST –

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

GST date means the date that any GST on a taxable supply made pursuant to this deed is liable to be paid in accordance with the Goods and Services Tax Act 1985.

historical claims has the meaning set out in clauses 11.2 to 11.5 of the Historical Settlement Deed; and

income tax means income tax imposed under the Income Tax Act 2007 and 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 income tax; and

indemnity demand means a demand made by the trustees to the Crown under part 4 for an indemnity payment; and

indemnity payment means a payment made by the Crown under part 4; and

Lake (and lake in clauses 1.8.2 and 1.8.3) means Lake Rotoaira, and includes –

- a) the lakebed (including the subsoil beneath the lakebed and any structures in or on the lakebed);
- b) the space occupied by water above the lakebed, the space occupied by air above the Lake, and any fixtures in those spaces;
- c) any plants, animals or organisms in, on, or attached to the Lake at any one time; and

DEED OF RESOLUTION

Any reference to Lake or lakebed includes Part Lot 1 deposited plan 31506; and

Lake Rotoaira Trust and Trust means the trust established by Māori Land Court Order dated 6 December 1956; and

month means a calendar month; and

Ngāti Tūwharetoa settlement legislation means the legislation enacted to give effect to the settlement of the historical claims of Ngāti Tūwharetoa; and

notice means a notice given under part 5, and **notify** has a corresponding meaning; and

party means each of the following:

(a) the trustees:

(b) the Crown; and

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

resolution means the resolution of the claims under this deed; and

resolution date means the date that is 20 business days after the date this deed is signed by all parties; 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 4; and

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

trustees and trustees of the Lake Rotoaira Trust means the trustees from time to time of the Lake Rotoaira Trust in their capacity as trustees of that trust; and

trust deed means the most recent terms of the Lake Rotoaira Trust; and

DEED OF RESOLUTION

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

water has the same meaning as in s 2(1) of the Resource Management Act 1991; and

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

9 INTERPRETATION

- 9.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.
- 9.2 Headings do not affect the interpretation.
- 9.3 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.
- 9.4 The singular includes the plural and vice versa.
- 9.5 One gender includes the other genders.
- 9.6 Any monetary amount is in New Zealand currency.
- 9.7 Time is New Zealand time.
- 9.8 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.
- 9.9 A period of time specified as –
- 9.9.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or
- 9.9.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or
- 9.9.3 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
- 9.9.4 ending before a specified day, act or event does not include that day or the day of the act or event; or
- 9.9.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.
- 9.10 A reference to –
- 9.10.1 legislation, including the Ngāti Tūwharetoa settlement legislation, means that legislation as amended, consolidated, or substituted; and
- 9.10.2 a party includes a permitted successor of that party; and

DEED OF RESOLUTION

9: INTERPRETATION

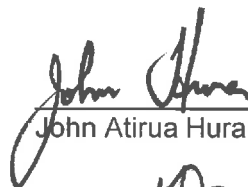
- 9.10.3 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.
- 9.11 If the Crown must endeavour to do something or achieve some result, the Crown –
- 9.11.1 must use reasonable endeavours to do that thing or achieve that result; but
- 9.11.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.
- 9.12 Provisions in this deed are referred to as clauses.
- 9.13 This deed comprises 9 sections, including this one, and each is referred to as a part.

DEED OF RESOLUTION

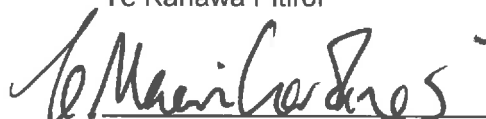
SIGNED as a deed on

SIGNED for and on behalf of
LAKE ROTOAIRA TRUST by

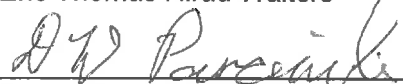
the trustees of the Lake Rotoaira Trust
in the presence of –


John Atirua Hura


Te Kanawa Pitiroi


Te Maari Rangikoaea Gardiner


Eric Thomas Hirau Walters


Daniel Paranihi


Rakeipoho Nathanael Taiaroa

WITNESS



Name: Maria Nepia
Occupation: Management
Address: 50 Chesham Ave
Taupo 3330

DEED OF RESOLUTION

SIGNED for and on behalf of THE CROWN by –

The Minister of Finance
in the presence of –



Hon Grant Robertson

WITNESS



Name: Katrina Greco-Anslie

Occupation: Public Servant

Address: 4- Beehive, Wellington.