

Parties

THE POUAKANI PEOPLE

and

HER MAJESTY THE QUEEN

in right of New Zealand

DEED OF SETTLEMENT

19 November 1999

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THIS DEED is made on the day of 1999

BETWEEN

- (1) **THE POUAKANI PEOPLE** by their mandated representative the
POUAKANI CLAIMS TRUST
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the
Minister in Charge of Treaty of Waitangi Negotiations

KARAKIA

MAI IO TE RUNGA RAWA

**I tohia koe ki te tohi nui
I hoaia koe ki te putiki whara
Nga rau o tane, me nga manu rere rangi
Kia pai ai to titiro arorangi
Ki nga whenua i raro i to maru
I rangahaua koe i te po-uriuri
I te po-tangotango
He pokanga nuku, he pokanga rangi,
Pou hihiko, pou rarama,
Tiaho i roto, marama i roto.
Tena te pou, te poutokomanawa,
Te pou o enei korero,
Hui te marama, hui te ora e-e.**

BACKGROUND IN MAORI

Te Tiriti o Waitangi

KO WIKITŌRIA, te Kuini o Ingarani, itāna mahara atawai ki ngā Rangitira me ngā Hapū o Nu Tirani tāna hiahia hoki kia tohungia ki a rātou ō rātou

rangatiratanga, me tō rātou wenua, ā kia mau tonu hoki te Rongo ki a rātou me te Ātanoho hoki kua wakaaro ia he mea tika kia tukua mai tētahi Rangatira hei kaiwakarite ki ngā Tāngata māori o Nū Tirani-kia wakaaetia e ngā Rangatira māori te Kāwanatanga o te Kuini ki ngā wāhi katoa o te Wenua nei me ngā Motunā te mea hoki he tokomaha kē ngā tāngata o tōna Iwi Kua noho ki tēnei wenua, ā, e haere mai nei.

Nā ko te Kuini e hiahia ana kia wakaritea te Kāwanatanga kia kaua ai ngā kino e puta mai ki te tāngata Māori ki te Pākehā e noho ture kore ana.

Nā, kua pai te Kuini kia tukua ahau a Wiremu Hopihona, he Kāpitana te Roiara Nawi hei Kāwana mō ngā wāhi katoa o Nū Tirani tukuāianeī, āmua ki te Kuini e mea atu ana ia ki ngā Rangatira o te wakaminenga o ngā Hapū o Nū Tirani me ērā Rangatira atu ēnei ture ka kōrerotia nei.

Ko te Tuatahi

Ko ngā Rangatira o te Wakaminenga me ngā Rangatira katoa hoki kihai uru ki taua wakaminenga ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu-te Kāwanatanga katoa o ō rātou wenua.

Ko te Tuarua

Ko te Kuini o Ingarani ka wakarite ka wakaae ki ngā Rangatira ki ngā hapū ki ngā tāngata katoa o Nū Tirani te tino Rangatiratanga o ō rātou wenua ō rātou kāinga me ō rātou tāonga katoa. Otia ko ngā Rangatira o te Wakaminenga me ngā Rangatira katoa atu ka tuku ki te Kuini te hokonga o ērā wāhi wenua e pai ai te tangata nōna te Wenua-ki te ritenga o te utu e wakaritea ai e rātou ko te kaihoko e meatia nei e te Kuini hei kaihoko mōna.

Ko te Tuatoru

Hei wakaritenga mai hoki tēnei mō te wakaaetanga ki te Kāwanatanga o te Kuini-Ka tiakina e te Kuini o Ingarani ngā tāngata Māori katoa o Nū Tirani. Ka tukua ki a rātou ngā tikanga katoa rite tahi kiāna mea ki ngā tāngata o Ingarani.

(Signed) WILLIAM HOBSON
Consul and Lieutenant-Governor

Nā ko mātou, ko ngā Rangatira o te Wakaminenga o ngā Hapū o Nū Tirani ka huihui nei ki Waitangi ko mātou hoki ko ngā Rangatira o Nū Tirani ka kite nei te ritenga o ēnei kupu, ka tangohia ka wakaaetia katoatia e mātou, koia ka tohungia ai o matou ingoā mātou tohu.

Ka meatia tēnei ki Waitangi te ono o ngā rā o Pepueri te tau kotahi mano, e waru rau e wā tekau o tō tātou Ariki.

Ko ngā Rangatira o te wakaminenga.

Te Tono i raro i Te Ture o te Tiriti o Waitangi 1975.

A. Ko te tono a te iwi o Pouakani, he mea rēhita ki te Rōpū Whakamana i te Tiriti, i te tau 1987, i raro i te Wai 33, ka mutu, ko tāna, e whai utunga ana mō ngā mamae i pā ki te iwi. Ko te tono nei, i whakatakotoria e John Hanita Paki mōna, mō ngā Kaitiaki, me te hunga whai pānga atu ki ngā whenua kei raro i te whakahaere o ngā Kaitiaki o Titiraupenga rāua ko Pouakani B9B. I rongō te Rōpū Whakamana i te Tiriti i te tono a ngā tāngata o Pouakani i te marae o Te Papa o te Aroha i ngā marama o Mei me Oketopa o te tau 1989, ā, i te Hōtera o Timberlands i Tokoroa hoki, i te marama o Ākuhata i te tau 1989. Ka pānuitia e te Rōpū Whakamana i te Tiriti ngā kōrero i roto te pūrongo *Pouakani Report* i te tau 1993.

Ngā Kitenga a Te Rōpū Whakamana i te Tiriti.

B. I kitea e te Rōpū Whakamana i te Tiriti:

- i) I te tau 1889, kāore anō kia whakataungia e Te Kōti Whenua Māori te ripa tauārai o te poraka whenua o Maraeroa 1887, nā te mea kāore i whāia ngā tikanga o te Ture Whenua Māori 1880 i te wā o te whakahau nei. Nā reira i whakatauhia e te Rōpū Whakamana i te Tiriti, ko te rūri whenua a Stubbing i te tau 1892 mō te ripa tauārai i waenganui o ngā poraka whenua o Maraeroa me Pouakani, he mea āta takoto ki te mahere ML6406 me ngā mahere i whai, koia te mea tika (wāhanga 18.4, whārangi 305, kōwae 2 me te 4);
- ii) He rahi te whenua (tae atu ki te Poraka 1 o Pouakani) i riro e te Karauna hei ea i ngā utu rūri, ā, tāpiri atu ki ēnei whenua, i riro ngā pānga whenua a tēnā, a tēnā tangata kotahi. Ko te mate kē, i ētahi wā, kāore i tika te rūri, ā, kāore i whiwhi ngā Māori ki te taitara tika (wāhanga 18.4, whārangi 306, kōwae 3);
- iii) I tā rātou whakatau, arā, kāore he hē i raro i te ture, kāore hoki he mahi rerekē i roto i ngā kaupapa whitiwhiti o te wā e pā ana ki ngā mahi hokohoko o ngā poraka o Pouakani me Maraeroa i ngā tekau tau 1880-89 me 1890-99, i rangona tonu e te Rōpū Whakamana i te Tiriti ngā mamae me ngā kōmuhumu o ngā Māori (wāhanga 18.5, whārangi 307, kōwae 2);
- iv) He nui noa atu tērā i utua e te iwi Māori i te whakanohotanga i te Pākehā ki konei, engari, iti noa te wāhi i whakaritea mōna i te taha ki

ngā painga tērā ka hua i te urunga mai o ngā manene me ā rātou hauptū rawa. Tūturu, he maha ngā raruraru i pā i te pūnaha whakahaere a te Kōti Whenua Māori, i tā rātou rangahau i ngā taitara, me tā rātou takahuri i te tikanga mana whenua mai i te iwi, hapū, ki te tangata kotahi, kia taea ai ngā hokohoko whenua, pēnei i te manu e timo nei i tana kai. Ko ngā raruraru i pā, ko te patu i te noho a te hapū me te iwi; ko ngā amuamu mō te mana o runga i te whenua, me te rohenga o ngā whenua; ko te nui o ngā utu i ūtaina; ko te hē o ētahi o ngā mahi rūri me te kore rūria o ētahi whenua; ko te utu nui mō ngā tono ki te ture (wāhanga 18.5, whārangi 307, kōwae 3);

- v) Kua takotoria he take tūmatanui e kī ana he nui rawa te whenua i murua e te Karauna hei ea i ngā utu rūri me ētahi atu utu i roto i te Rohe Pōtae. Kei te whakaae te Rōpū Whakamana i te Tiriti me rangahaua tonu te take nei (wāhanga 18.5, whārangi 308, kōwae 2);
- vi) Nā te mea kāore i rūria ngā ripa tauārai i raro i ngā Whakahau Taitara 1891 i tūria ai a Pouakani B9 (Pureora) me Pouakani (Kaiwha), ko te tikanga, kāore e taea aua ripa tauārai te rēhita i te Tari Whiti Whenua (*Land Transfer Office*), ā, kāore hoki e taea te rēhita i aua whenua. I te tau 1899, i runga i te tono a te Karauna, i rūria ētahi ripa tauārai hou e te Kōti Whenua Māori, kātahi ka wehea ngā whenua ki te Karauna me ngā Māori kāore i hoko i ō rātou pānga whenua. I te tau 1899, i utua e ngā tāngata nō rātou te whenua e 343 eka hei ea i ngā mahi rūri o ngā tau ki muri. Engari, na te mea kāore i oti pai taua mahi rūri, i te roanga ake o te wā, i kitea te hua kore o te tuku whenua mō te rūri. E tika ana te kōrero whānui e kī ana, he kawenga tā te Karauna kia oti pai ngā mahi rūri i ngā ripa tauārai; tua atu, me utu paremata te Karauna ki ngā tāngata Māori nō rātou te whenua, mō te ngoikore o ngā mahi rūri a te Tari Rūri o Ākarana (*Auckland Survey Office*) i te tekau tau 1890-99; ana, nā ēnei mahi hē, i uru atu ngā Māori nō rātou te whenua o Pouakani B9B ki ngā tautohe kōti nui rawa atu te utu (wāhanga 18.6, whārangi 309, kōwae 2); me te mea
- vii) I kitea i roto i ngā tau ki muri, kāore i whakaaro nuitia te taha Māori i roto i ngā whakahaere a te Karauna i te Ngahere o Pureora, ahakoa hei tā ngā iwi kāinga kī ai, he taonga te ngahere nei (wāhanga 18.7, whārangi 310, kōwae 2).

Ngā Kitenga a Te Kōti Whenua Māori

- C I te tau 1996, i puta te whakatau a Te Kōti Whenua Māori e kī ana, he mea takahia e te whakahau a te Kōti Whenua Māori o te tau 1891 e pā ana ki te

ripa tauārai o Pouakani / Maraeroa, i te Ture Whakatikatika i Ngā Ture a Te Kōti Whenua Māori 1889. Nā reira i rapungia, ko te ripa tauārai tika ko tērā kei roto i taua ture o 1889.

Ngā Kōrerorero i waenga i ngā tāngata o Pouakani me te Karauna.

D I muri o te whakatau nei a te Kōti Whenua Māori, e tautoko ana i a Mr Paki me ngā tāngata o Pouakani, i hikina e te Kōti te tono, kia taea ai e ngā taha e rua te whitiwhiti kōrero mēnā koinā te hiahia, kia taea rānei te whakatakoto i ētahi atu Whakahau ā-ture e pā ana ki te tono.

Nō te marama o Tihema o te tau 1997, i whakaūtia e te Rūnanga Kāwanatanga te Whakaaetanga o te Mana Kōkiri o Pouakani; mā tēnei i whai mana ai ngā kaiwhakarite o Pouakani ki te whitiwhiti kōrero me te Karauna kia taea te whakatau kōrero pūmau, tūturu hoki, kia ea ai ngā tono he mea takoto i roto i ngā tau, ā, kia makere mai hoki ngā mamae e rangona nei e ngā tāngata o Pouakani.

I hainahia Ngā Whakaritenga mō ngā Whitiwhiti Kōrero e ngā kaiwhakarite o te Karauna me te hunga o Pouakani i te 9 o Hune o te tau 1998.

E whakamihi ana te Karauna i te mea kua 23 tau a John Hanita Paki e mahi ana kia whakatauhia te tono mō Pouakani, me te mea anō, kua pau tana kaha me te wā i ana whitiwhiti kōrero me te Karauna.

BACKGROUND IN ENGLISH

The Treaty of Waitangi

HER MAJESTY VICTORIA Queen of the United Kingdom of Great Britain and Ireland regarding with her Royal Favour the Native Chiefs and Tribes of New Zealand and anxious to protect their just Rights and Property and to secure to them the enjoyment of Peace and Good Order has deemed it necessary in consequence of the great number of Her Majesty's Subjects who have already settled in New Zealand and the rapid extension of Emigration both from Europe and Australia which is still in progress to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty's Sovereign authority over the whole or any part of those islands – Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to avert the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the native population and to Her subjects has been graciously pleased to empower and to authorise me William Hobson a Captain in Her Majesty's Royal Navy Consul and

Lieutenant Governor of such parts of New Zealand as may be or hereafter shall be ceded to her Majesty to invite the confederated and independent chiefs of New Zealand to concur in the following Articles and Conditions.

ARTICLE THE FIRST

The Chiefs of the Confederation of the United Tribes of New Zealand and the separate and independent Chiefs who have not become members of the Confederation cede to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of Sovereignty which the said Confederation of Individual Chiefs respectively exercise or possess, or may be supposed to exercise or to possess over their respective Territories as the sole Sovereigns thereof.

ARTICLE THE SECOND

Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession; but the Chiefs of the United Tribes and the Individual Chiefs yield to her Majesty the exclusive right of Preemption over such lands as the proprietors thereof may be disposed to alienate at such prices as may be agreed upon between the respective Proprietors and persons appointed by Her Majesty to treat with them in that behalf.

ARTICLE THE THIRD

In consideration thereof Her Majesty the Queen of England extends to the Natives of New Zealand Her royal protection and imparts to them all the Rights and Privileges of British Subjects.

W. HOBSON, Lieutenant Governor.

Now therefore We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria in Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names, having been made fully to understand the Provisions of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof: in witness of which we have attached our signatures or marks at the places and the dates respectively specified.

Done at Waitangi this Sixth day of February in the year of Our Lord One thousand eight hundred and forty.

Claim under the Treaty of Waitangi Act 1975

A The Pouakani People's claim, registered with the Waitangi Tribunal as Wai 33 in 1987, sought compensation for the Pouakani People's grievances. The claim was lodged by John Hanita Paki on behalf of himself, the trustees and the beneficial owners of the lands in the Titiraupenga and Pouakani B9B Trusts. The Tribunal heard the Pouakani People's claim at Te Papa o te Aroha Marae in May and October 1989, and at the Timberlands Hotel, Tokoroa in August 1989. The Tribunal issued its report, the *Pouakani Report*, in 1993.

Findings of the Waitangi Tribunal

B The Tribunal found that:

- (i) In 1889, the boundaries of the 1887 Maraeroa block had not been fixed by the Native Land Court because the requirements of the Native Land Act 1880, under which the order had been made, had not been complied with. The Tribunal concludes therefore that the boundary between Maraeroa and Pouakani blocks as surveyed by Stubbing in 1892, drawn on ML 6406 and on subsequent plans, is correct (section 18.4, p. 305, paragraphs 2 and 4);
- (ii) Significant areas of land including [Pouakani No 1 Block] were acquired by the Crown in payment of survey costs, in addition to the purchase of individual interests, but Maori did not always receive in return a properly surveyed title (section 18.4, p. 306, paragraph 3);
- (iii) In reaching the conclusion that the Tribunal found nothing illegal or unacceptable in contemporary practice in the transactions on the Maraeroa and Pouakani blocks in the 1880s and 1890s, the Tribunal was still left with a strong sense of Maori grievance and frustration (section 18.5, p. 307, paragraph 2);
- (iv) Maori paid a disproportionate cost for Pakeha settlement, but little provision was made for Maori participation in the suggested benefits of the introduction of capital and settlers. Indeed, the system of Native Land Court investigation of title and individualisation of interests in land, which could be sold piecemeal, contributed largely to social disruption, dissension over issues of mana and territory, massive

debts, costly mistakes in survey boundaries in some cases, and failure to survey in others, and costly litigation (section 18.5, p. 307, paragraph 3);

- (v) A prima facie case has been presented that the Crown acquired excessive amounts of land in payment of survey costs and other charges in the Rohe Potae. The Tribunal also acknowledges that further investigation is required (section 18.5, p. 308, paragraph 2);
- (vi) Because not all the boundaries of the lands in the 1891 Title Orders creating Pouakani B9 (Pureora) and Pouakani C1 (Kaiwha) had been surveyed, those borders would not have been registrable in the Land Transfer Office and registered titles could not have been issued for them. The Native Land Court created fresh boundaries in 1899 when, on the application of the Crown, the Court divided the lands between the Crown and the Maori owners who had not sold. Because not all the boundaries were surveyed, with the passage of time the survey work, for which the owners had paid 343 acres of their land in 1899, became almost valueless. The Crown in general does have an obligation to ensure the completion of surveys of agreed boundaries, and to compensate Maori owners for the deficiencies of the Auckland Survey Office in the 1890s which has led the Maori owners of Pouakani B9B block into costly litigation (section 18.6, p. 309, paragraph 2); and
- (vii) In past Crown administration of this forest [now Pureora Forest Park] there has been inadequate concern for Maori perspectives in the management of a forest which is regarded as a taonga by local tribes (section 18.7, p. 310, paragraph 2).

Findings of the Maori Land Court

- C In 1996, the Maori Land Court issued a decision that the 1891 Native Land Court order regarding the Pouakani/Maraeroa boundary was in contravention of the Native Land Court Acts Amendment Act 1889. The boundary was therefore found to be that contained in the 1889 legislation.

Negotiations between the Pouakani People and the Crown

- D After the Maori Land Court decision, which was in favour of Mr Paki and the Pouakani People, the Court adjourned the application sine die to permit the parties to negotiate, or to seek any further Orders with regard to the application.

In December 1997, Cabinet accepted the Pouakani Deed of Mandate, which authorised the Pouakani negotiators to enter into negotiations with the Crown for a full and final settlement of the Pouakani People's historical claims and to remove the sense of grievance felt by the Pouakani People.

The Terms of Negotiations were signed for and on behalf of the Crown and the Pouakani negotiators on 9 June 1998.

The Crown acknowledges that John Hanita Paki has worked on settling the Pouakani claim for 23 years and that negotiations with the Crown have consumed his energy and time.

ACCORDINGLY, in a spirit of co-operation, compromise and good faith and in consideration of the respective obligations and agreements contained in this Deed,

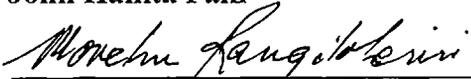
the Pouakani People and the Crown agree as set out in this Deed:

EXECUTED as a deed on 19th November 1999

SIGNED by John Hanita Paki,
Morehu Rangitoheriri,
Toriwai Rotarangi, Tauhopa Te
Wano Hepi, George Te HeuHeu Moon,
Matiu Mamae Pitiroi and
George Mongamonga Rawhiti
as trustees of the **POUAKANI CLAIMS
TRUST** as the mandated representative
of **THE POUAKANI PEOPLE**



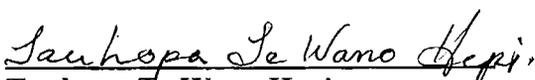
John Hanita Paki



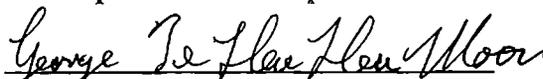
Morehu Rangitoheriri



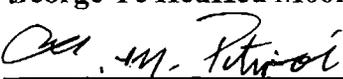
Toriwai Rotarangi



Tauhopa Te Wano Hepi



George Te HeuHeu Moon



Matiu Mamae Pitiroi



George Mongamonga Rawhiti

In the presence of:

Witness:

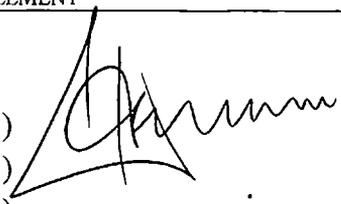


Signature

Occupation

Address

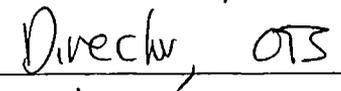
SIGNED for and on behalf of
HER MAJESTY THE QUEEN in right
of New Zealand by the Minister in Charge
of Treaty of Waitangi Negotiations
in the presence of:

) 
)
)
) _____
) Sir Douglas Arthur
) Montrose Graham
)

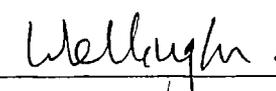
Witness: Ross Neville Philipson

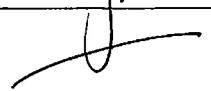


Signature



Occupation



Address:


SECTION 1: DEFINITIONS AND INTERPRETATION**1.1 DEFINITIONS**

In this Deed, unless the context requires otherwise:

Boundary Claims means all claims made at any time whether before or after this Deed (whether or not the claims have been researched, registered or notified) by any Pouakani Claimant arising out of or relating to:

- (i) the location or surveying of the external boundaries of the Pouakani Block and the boundaries of its internal subdivisions; and
- (ii) the ownership of the land and resources within such boundaries as at the date upon which this Deed becomes unconditional;

Business Day means the period of 9am to 5pm on any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day; and
- (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 days observed as the anniversaries of the provinces of Wellington and Auckland;

Crown means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of this Deed to participate in, any aspect of redress;

Deed means this Deed of Settlement, including the Attachments and Schedules to it;

GST means Goods and Services Tax;

Memorials means resumptive memorials imposed on land pursuant to the State-Owned Enterprises Act 1986, the Education Act 1989, and the New Zealand Railways Corporation Restructuring Act 1990;

Pouakani B9B Trust means the trust known by that name, created by Order of the Maori Land Court under the Maori Affairs Act 1953 on 4 June 1986 as substituted by a new Trust Order of the Maori Land Court on 3 December 1991;

Pouakani Block means the Pouakani Block, South Auckland Land Registry;

Pouakani Claimant means any of the following:

- (a) The Pouakani People;
- (b) One or more individuals, whanau, marae or hapu of the Pouakani People;
- (c) The Pouakani Governance Entity;
- (d) The Pouakani Claims Trust;
- (e) Any trustee of the Pouakani Claims Trust;
- (f) Any person acting on behalf of any one or more of the groups or entities referred to in paragraphs (a) to (d) above;
- (g) Any person acting on behalf of any one or more persons who comprise any part of, are beneficiaries of, or members of any one or more of the groups or entities referred to in paragraphs (a) to (d) above;

Pouakani Claims Trust means the trust known by that name, established by a trust deed dated 10 March 1998;

Pouakani Governance Entity means the entity to be established in accordance with *clause 7.5*;

Pouakani Historical Claims has the meaning set out in *clause 1.2*;

Pouakani People means all of the individuals who are the descendants, as may be determined by the Maori Land Court, of the original Pouakani Block Owners being, firstly, those owners identified by the Maori Land Court by Judgment dated the 4th of August 1891 and recorded in Waikato Minute Book Volume 27 Folio 165 to 175 (as attached to this Deed as Schedule I) and, secondly the owners or their descendants listed in Schedule 2 as identified by the Maori Land Court (Wellington Registry) by Order dated the 11th of May 1959 (such Order being attached as Schedule 3), and thirdly, such other descendants as may be accepted by the Maori Land Court as descendants of original owners of the Pouakani Block and not so already identified;

Redress Amount has the meaning given to it in *clause 4.1.1*;

Settlement means the settlement of the Pouakani Historical Claims and the Boundary Claims to be effected under this Deed;

Settlement Amount means the sum calculated in accordance with *clause 4.2* to be paid by the Crown to the Pouakani Governance Entity under *clause 4.3*;

Settlement Date means the date which is 20 Business Days after this Deed becomes unconditional;

Settlement Legislation means the bill to give effect to the Settlement referred to in *clause 9.3* and, where the bill has become law, means, if the context requires, the Act resulting from the passing of such bill;

Titiraupenga Trust means the trust known by that name, created by Order of the Maori Land Court under the Maori Affairs Act 1953 on 18 March 1982.

1.2 MEANING OF POUAKANI HISTORICAL CLAIMS

1.2.1 In this Deed, *Pouakani Historical Claims* means:

- (a) All claims made at any time whether before or after this Deed (whether or not the claims have been researched, registered or notified) by any Pouakani Claimant and:
 - (i) Founded on rights arising in or by the Treaty of Waitangi, the principles of the Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and
 - (ii) Arising out of or relating to acts or omissions before 21 September 1992:
 - (aa) by or on behalf of the Crown; or
 - (bb) by or under legislation, and
- (b) All of the claims which are referred to in the Wai 33 and Wai 405 claims to the Waitangi Tribunal, including:
 - (i) claims of 27 March 1987;
 - (ii) amended statement of claim of 23 October 1987 referred to in Appendix 2 of the Waitangi Tribunal Report 1993;

(iii) addendum to amended statement of claim dated 27 April 1989 referred to in Appendix 2 of the Waitangi Tribunal Report 1993; and

(iv) claims of 21 October 1993.

1.2.2 Despite the provisions of *clause 1.2.1* the Pouakani Historical Claims do not include any claims by any Pouakani Claimant to the Waikato River.

1.3 INTERPRETATION

In the interpretation of this Deed, unless the context otherwise requires:

1.3.1 Headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

1.3.2 Words or phrases (other than proper names) appearing in this Deed with capitalised initial letters are defined terms and bear the meanings given to them in this Deed;

1.3.3 Where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

1.3.4 The singular includes the plural and vice versa, and words importing one gender include the other genders;

1.3.5 References to the Background, Recitals, Sections, clauses, Schedules and Attachments are to the Background, Recitals, Sections and clauses of, and Schedules and Attachments to, this Deed. A Recital is a paragraph in the Background to this Deed;

1.3.6 References within an Attachment to a paragraph or an Appendix means the paragraph in, or the Appendix to, that Attachment;

1.3.7 A reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;

1.3.8 A reference to a party to this Deed or any other document or agreement includes that party's successors;

1.3.9 A reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced from time to time;

- 1.3.10 References to monetary amounts are to New Zealand currency;
- 1.3.11 References to written or in writing include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 1.3.12 A reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 1.3.13 References in this Deed to the Crown or a Crown body endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result and, in particular, do not oblige the Crown or the Government of New Zealand to promote any legislation;
- 1.3.14 Where a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect the interpretation of the clause;
- 1.3.15 In the event of a conflict between the terms of the main body of the Deed and the Attachments, then the terms of the main body of the Deed shall prevail;
- 1.3.16 A reference to any document being in the form specified in an Attachment includes that document with such amendments as may be agreed in writing between the Pouakani Claims Trust and the Crown;
- 1.3.17 A reference to a date on which something must be done includes any other date which may be agreed in writing between the Pouakani Claims Trust and the Crown;
- 1.3.18 Where any payment is required to be made on a day which is not a Business Day, the payment must be made on the next Business Day after that day;
- 1.3.19 A reference to the Settlement Legislation including a provision set out in this Deed includes that provision with any amendment:
- (a) where the amendment results in a provision that is similar to that provided in this Deed and does not have a material adverse effect on either the Pouakani People or the Crown; or
 - (b) as may be agreed in writing between the Pouakani Claims Trust and the Crown.

SECTION 2: CROWN'S ACKNOWLEDGEMENTS, APOLOGY AND REDRESS

2.1 ACKNOWLEDGEMENTS BY THE CROWN

The Crown acknowledges the Pouakani Historical Claims and the Boundary Claims and the breaches of the principles of the Treaty of Waitangi by the Crown in relation to the Pouakani Historical Claims and the Boundary Claims as follows:

2.1.1 The Crown acknowledges the sense of grievance felt by the Pouakani People in relation to the operation of the Native Land Laws in their rohe.

2.1.2 The Crown acknowledges that the operation and impact of the Native Land Laws caused the Pouakani People to suffer prejudice in their rohe, including through the manner in which the title to their lands was defined, rearranged and purchased, and in particular:

(a) *Western Boundary of Pouakani block:*

The prejudice which arose from the definition of the western boundary of the Pouakani Block in 1891 by the Native Land Court, resulting in a significant area being excluded from the Pouakani Block, contrary to the boundary defined by the Native Land Court Acts Amendment Act 1889.

(b) *Inaccuracies of Survey:*

The prejudice which arose from inaccuracies in the surveys of subdivisions of the Pouakani Block, resulting in some cases in a loss of land to owners and in others, an inability to obtain title to some of their land.

2.1.3 The Crown acknowledges that because it failed to protect the interests of the Pouakani People in the lands they wished to retain, that it has breached the principles of the Treaty of Waitangi.

2.2 CROWN'S APOLOGY

The Crown apologises formally to the Pouakani People as follows:

2.2.1 E mea ana te Karauna, kāore he ārikarika o tōna pōuri mō tana kore tiaki pai i ngā pānga whenua i hiahia nei ngā tāngata kāinga kia pupuritia.

2.2.2 Ka noho pōuri te Karauna mō ngā mahi hē e whakaaetia ana i mahia, ka mutu, ka whakataungia te take i waenganui i a ia me ngā tāngata o Pouakani, kia pai ai te ahu atu ki tētahi wā mahi tahi, mahi pai, tētahi ki tētahi.

2.2.1 The Crown expresses its profound regret and apologises unreservedly to the Pouakani People for failing to protect their interests in the lands they wished to retain.

2.2.2 The Crown apologises for the acknowledged injustices so far as that is now possible and accordingly settles with the Pouakani People in order to enter into a new age of co-operation.

2.3 REDRESS FROM CROWN

2.3.1 Summary of Redress

(a) The redress provided or to be provided by the Crown in respect of the Pouakani Historical Claims (not including the Boundary Claims) is:

- (i) The apology by the Crown given under *clause 2.2*;
- (ii) The payment of the Settlement Amount to the Pouakani Governance Entity in accordance with *clause 4.3*;
- (iii) The amount of \$650,000 referred to in *clause 4.1.2* previously paid by the Crown as part payment of the Redress Amount;
- (iv) Cultural redress as specified in *Section 3*, including:
 - (aa) Inclusion in the Settlement Legislation of a Statement of Joint Aspirations in respect of Titiraupenga;
 - (bb) Acknowledgements of the Pouakani People's special association with the Crown Owned Area of Titiraupenga;
 - (cc) Entry into a Memorandum of Understanding between the Crown and the Pouakani Governance Entity in relation to the management of Titiraupenga and other identified areas;
- (v) The right of the Pouakani Governance Entity to choose to purchase the Pureora Central Forest at the Purchase Price under the provisions of *Section 5*.

(b) The redress provided or to be provided by the Crown in respect of the Boundary Claims is:

- (i) The confirmation of the Western Boundary of the Pouakani Block under the provisions of *clause 6.2*;
- (ii) The transfer to the Pouakani Governance Entity of freehold title to the Tahae Farm under the provisions of *clause 6.3*;
- (iii) The regularising of the boundaries of Pouakani Block B9B under the provisions of *clause 6.4*;
- (iv) The vesting in the Pouakani Governance Entity of freehold title to the Stewardship Land under the provisions of *clause 6.5*.

2.3.2 General Description Only

Clause 2.3.1 contains a general description of the redress to be provided pursuant to this Deed and is not intended to modify or affect the interpretation of the specific provisions of this Deed relating to each item of that redress.

2.3.3 Defined Terms

Words and phrases appearing in *clause 2.3.1* with capitalised initial letters and which are not defined in *clause 1.1* are defined in the Section or clause of this Deed in which the substantive provisions which are summarised in *clause 2.3.1* appear, and are intended to have the same meaning in *clause 2.3.1* as they have in the Section or clause in which they are defined.

SECTION 3: CULTURAL REDRESS

3.1 STATEMENT OF JOINT ASPIRATIONS

3.1.1 Definitions

In *clauses 3.1, 3.2 and 3.3* the following terms have the meaning set out below:

consent authority has the meaning given to it in section 2 of the Resource Management Act 1991;

Crown Owned Area of Titiraupenga means the approximate area identified on the map attached as *Attachment 3.2* which the Pouakani People and the Crown believe to be the boundaries of the area of Titiraupenga owned by the Crown, and which is to be identified in the Settlement Legislation by reference to S.O. plans;

Crown MOU Land means part of the Pureora Forest Park (including the Crown Owned Area of Titiraupenga) and the Pouakani Scenic Reserve the approximate area of which is identified in part of the map attached to the Memorandum of Understanding and labelled "MoU Land owned by the Crown";

Effective Date means the date falling 6 months after the Settlement Date;

Memorandum of Understanding means a memorandum of understanding as set out in *Attachment 3.1* to be entered into by the Crown and the Pouakani Governance Entity pursuant to *clause 3.3* of this Deed;

MOU Land means the land identified in the map attached to the Memorandum of Understanding as being the land covered by the Memorandum of Understanding;

Pouakani MOU Land means the approximate area identified in part of the map attached to the Memorandum of Understanding and labelled "MoU Land owned by Pouakani";

Resource consent has the meaning given to it in section 87 of the Resource Management Act;

Statement of Joint Aspirations means the statement made by the Pouakani People and the Crown under *clause 3.1.2*;

Statutory Acknowledgement means an acknowledgement made by the Crown in the Settlement Legislation in respect of the Crown Owned Area of

Titiraupenga comprising the acknowledgement made by the Crown pursuant to *clause 3.2.1(c)*, on the terms set out in *clause 3.2.1*;

Statutory Plans means all regional policy statements, district plans, and regional plans (including proposed plans and proposed policy statements) from time to time prepared pursuant to the Resource Management Act 1991;

Titiraupenga means the approximate area identified in part of the map attached to the Memorandum of Understanding labelled as "Titiraupenga".

3.1.2 Statement of Joint Aspirations

The Crown agrees that the Settlement Legislation will include the following Statement of Joint Aspirations:

STATEMENT OF JOINT ASPIRATIONS FOR TITIRAUPENGA

Statutory Area

The area to which this statement of Joint Aspirations applies is the area known as Titiraupenga.

Titiraupenga regarded as a Taonga

It is hereby recorded by the Pouakani People and by the Crown that Titiraupenga is regarded as a taonga.

Joint Aspirations in Respect of Titiraupenga

It is hereby recorded by the Pouakani People and by the Crown that their joint aspirations in respect of Titiraupenga are as follows:

- (1) *To preserve Titiraupenga in its natural state;*
- (2) *To preserve the native plants and animals and to exterminate as far as possible the introduced plants and animals; and*
- (3) *To preserve wahi tapu areas and the sites and objects having archaeological, historical, spiritual or cultural significance.*

3.2 STATUTORY ACKNOWLEDGEMENT

3.2.1 Provision of Statutory Acknowledgement by Crown

The Crown agrees that the Settlement Legislation will make a Statutory Acknowledgement in respect of the Crown Owned Area of Titiraupenga, which will comprise:

- (a) A description of the Crown Owned Area of Titiraupenga by reference to the survey plans to be prepared in accordance with *clause 3.2.10*;
- (b) The text of the statement by the Pouakani People of the particular cultural, spiritual, historic and traditional association of the Pouakani People with the Crown Owned Area of Titiraupenga as set out in *Attachment 3.3*;
- (c) An acknowledgement by the Crown of the Pouakani People's statement of association with the Crown Owned Area of Titiraupenga;
- (d) A statement of the purposes of the Statutory Acknowledgement as described in *clauses 3.2.2, 3.2.3 and 3.2.4*;
- (e) A statement of the limitations on the effect of the Statutory Acknowledgement as provided in *clauses 3.2.6(b), 3.2.7 and 3.2.8*; and
- (f) A statement that the existence of the Statutory Acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Crown Owned Area of Titiraupenga to a party or parties other than the Pouakani People.

3.2.2 Distribution of applications to Pouakani Governance Entity

The Crown agrees that:

- (a) The Settlement Legislation will provide that:

“(1) The Governor-General may, on the recommendation of the Minister for the Environment, from time to time, by Order in Council, make regulations, as contemplated by clause 3.2.2 of the deed of settlement, -

- (a) Providing for consent authorities to forward to the Pouakani Governance Entity a summary of any applications received for resource consents for activities within, adjacent to, or impacting directly on the Crown Owned Area of Titiraupenga; and

- (b) Providing for the Pouakani Governance Entity to waive its rights to be notified pursuant to such regulations.
- (2) Nothing in any regulations made pursuant to this section will in any way affect the discretion of a consent authority as to whether or not to notify any application pursuant to sections 93 and 94 of the Resource Management Act 1991, and whether or not the Pouakani Governance Entity may be an affected person under those sections.”; and
- (b) By no later than the Effective Date, the Crown will make regulations to provide as follows:
- (i) Subject to *clause 3.2.2(b)(ii)*, for a period of 20 years from and after the Effective Date, a consent authority that receives an application for a resource consent for activities within, adjacent to, or impacting directly on the Crown Owned Area of Titiraupenga shall, as soon as reasonably practicable after receiving the application, and prior to making any determination pursuant to sections 93 or 94 of the Resource Management Act 1991, forward a summary of the application to the Pouakani Governance Entity;
 - (ii) The summary of the application which is to be forwarded to the Pouakani Governance Entity pursuant to *clause 3.2.2(b)(i)* shall contain the same information which would be contained in a notice to persons who may be affected under section 93 of the Resource Management Act 1991, or such other information as may be agreed between the Pouakani Governance Entity and individual consent authorities from time to time;
 - (iii) The Pouakani Governance Entity may from time to time waive its rights under *clause 3.2.2(b)(i)* by notice in writing to a relevant consent authority, either generally or in respect of particular types of applications, individual consent authorities, or for specified periods of time, so that the consent authority is no longer required to discharge its obligations in terms of *clause 3.2.2(b)(i)* in respect of the matter waived; and
 - (iv) For the avoidance of doubt, the obligation to forward a summary of certain applications to the Pouakani Governance Entity pursuant to *clause 3.2.2(b)(i)* shall not in any way affect the discretion of the relevant consent authority as to whether or not to notify any application under sections 93 and 94 of the Resource Management

Act 1991, and whether or not the Pouakani Governance Entity may be an affected person under those sections.

3.2.3 Local Authorities, Environment Court and Historic Places Trust to Have Regard to the Statutory Acknowledgement

- (a) The Crown agrees that the Settlement Legislation will provide that with effect from the Effective Date a relevant consent authority, shall have regard to the Statutory Acknowledgement:
- (i) In forming an opinion pursuant to section 93(1)(e) of the Resource Management Act 1991 as to whether the Pouakani Governance Entity is a person who is likely to be directly affected by an application for activities within, adjacent to, or impacting directly on the Crown Owned Area of Titiraupenga:
 - (ii) In forming an opinion pursuant to section 94(1)(c)(ii) of the Resource Management Act 1991 as to whether the Pouakani Governance Entity is a person who may be adversely affected by the granting of a resource consent for activities within, adjacent to, or impacting directly on the Crown Owned Area of Titiraupenga:
 - (iii) In satisfying itself pursuant to section 94(2)(b) of the Resource Management Act 1991 as to whether the Pouakani Governance Entity is a person who may be adversely affected by the granting of a resource consent for activities within, adjacent to, or impacting directly on the Crown Owned Area of Titiraupenga:
 - (iv) In forming an opinion pursuant to section 94(3)(c) of the Resource Management Act 1991 as to whether the Pouakani Governance Entity is a person who may be adversely affected by the granting of a resource consent for activities within, adjacent to, or impacting directly on the Crown Owned Area of Titiraupenga.
- (b) The Crown agrees that the Settlement Legislation will provide that with effect from the Effective Date, and without derogating from its obligations under Part II of the Resource Management Act 1991, that the Environment Court must have regard to the Statutory Acknowledgement relating to the Crown Owned Area of Titiraupenga in determining, pursuant to section 274 of the Resource Management Act 1991, whether the Pouakani Governance Entity is a person having an interest in the proceedings greater than the public generally in respect of an application for a resource consent for activities within, adjacent to, or impacting directly on the Crown Owned Area of Titiraupenga.

- (c) The Crown agrees that the Settlement Legislation will provide that with effect from the Effective Date, the Historic Places Trust or the Environment Court (as the case may be) must have regard to the Statutory Acknowledgement relating to the Crown Owned Area of Titiraupenga in forming an opinion pursuant to section 14, and for the purpose of section 20(1), of the Historic Places Act 1993, as to whether the Pouakani Governance Entity is a person directly affected in relation to an archaeological site (as defined in section 2 of the Historic Places Act 1993) within the Crown Owned Area of Titiraupenga.

3.2.4 Use of Statutory Acknowledgement with submissions

- (a) The Crown agrees that the Settlement Legislation will provide that the Pouakani Governance Entity and any member of the Pouakani People may cite the Statutory Acknowledgement in submissions to, and in proceedings before, a consent authority, the Environment Court, or the Historic Places Trust concerning activities within, adjacent to or impacting directly on the Crown Owned Area of Titiraupenga as evidence of the Pouakani People's association with the Crown Owned Area of Titiraupenga.
- (b) For the avoidance of doubt, the content of the association, as recorded in the Statutory Acknowledgement, is not by virtue of the Statutory Acknowledgement binding as deemed fact upon consent authorities, the Environment Court, the Historic Places Trust, parties to proceedings before those bodies, or any other person able to participate in those proceedings, but the Statutory Acknowledgement may be taken into account by them.
- (c) Neither the Pouakani Governance Entity nor any member of the Pouakani People is precluded from stating that the Pouakani People have any association with the Crown Owned Area of Titiraupenga not described in the Statutory Acknowledgement, nor does the consent or existence of the Statutory Acknowledgement derogate from any such statement.

3.2.5 Purposes of the Statutory Acknowledgement

The Crown agrees that the Settlement Legislation will provide that, without limiting *clauses* 3.2.6 to 3.2.8, the only purposes of the Statutory Acknowledgement will be those set out in *clauses* 3.2.2, 3.2.3 and 3.2.4.

3.2.6 Exercise of Powers, Duties and Functions

The Pouakani People and the Crown agree that:

- (a) The Statement of Joint Aspirations does not affect, or is it required to be taken into account in, the taking of any action by the owners of, and in respect of, the Pouakani MOU Land;

- (b) The Settlement Legislation will provide that, except as expressly provided in *clauses* 3.2.3, 3.2.4, and 3.2.5, the effect of the Statutory Acknowledgement and the Statement of Joint Aspirations will be:
- (a) Neither the Statutory Acknowledgement nor the Statement of Joint aspirations affects, or may be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
 - (b) Without limiting paragraph (a), no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw, may give any greater or lesser weight to the Pouakani People's association to the Crown Owned Area of Titiraupenga, or aspirations for Titiraupenga (as described in the Statutory Acknowledgement or the Statement of Joint Aspirations, as the case may be) than that person or entity would give under the relevant statute, regulation, or bylaw, if no Statutory Acknowledgement in respect of the Crown Owned Area of Titiraupenga, or Statement of Joint Aspirations in respect of Titiraupenga, existed.

3.2.7 Rights of Third Parties

The Crown agrees that the Settlement Legislation will provide that, except as expressly provided in *clauses* 3.2.1 to 3.2.7, neither the Statutory Acknowledgement nor the Statement of Joint Aspirations will affect the lawful rights or interests of any person who is not a party to this Deed.

3.2.8 Limitation of Rights

The Crown Agrees that the Settlement Legislation will provide that, except as expressly provided in *clauses* 3.2.1 to 3.2.7, neither the Statutory Acknowledgement nor the Statement of Joint Aspirations will of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to the Crown Owned Area of Titiraupenga.

3.2.9 Recording of Statutory Acknowledgement on Statutory Plans

The Crown agrees that the Settlement Legislation will provide that:

- “(a) Local authorities with jurisdiction in respect of the Crown Owned Area of Titiraupenga must attach to all regional policy statements, district plans, and regional plans (including proposed plans and proposed policy statements) from time to time prepared pursuant to the Resource Management Act 1991, information recording the

Statutory Acknowledgement affecting the Crown Owned Area of Titiraupenga covered wholly or partly by such policy statements or plans, either by way of reference to this Part or by setting out the Statutory Acknowledgement in full.

- (b) The attachment of information to any policy statement or plan pursuant to subsection (1) is for the purpose of public information only and the information is neither part of the plan (unless adopted by the relevant regional council or district council) nor subject to the provisions of the First Schedule of the Resource Management Act 1991.”

3.2.10 Survey Office Plans

The Crown agrees that at its cost it will, prior to the expiry of the period referred to in *clause 9.3.1*, arrange for the Crown Owned Area of Titiraupenga to be surveyed and for a survey plan to be prepared and deposited. The Pouakani People and the Crown agree that such survey plan will be used to define the area to which the Statutory Acknowledgement will apply. In the event of any inconsistency between the map attached as *Attachment 3.2* and the survey plan, the survey plan will prevail.

3.2.11 Not Conditional

Clause 9.1 (which provides that this Deed is conditional on the Settlement Legislation coming into force) does not apply to *clause 3.2.10*.

3.2.12 Amendment to Resource Management Act 1991

The Crown agrees that the Settlement Legislation will provide for an amendment to Schedule 11 of the Resource Management Act 1991, to add the short title of the Settlement Legislation.

3.3 MEMORANDUM OF UNDERSTANDING

3.3.1 Crown to enter into Memorandum of Understanding

No later than the Settlement Date the Pouakani Governance Entity and the Crown will enter into a Memorandum of Understanding as set out in *Attachment 3.1* in respect of the MOU Land.

3.3.2 Authorisation to enter into the Memorandum of Understanding

The Crown agrees that the Settlement Legislation will provide that the Minister of Conservation (as the Minister of the Crown responsible for the management or administration of the Crown MOU Land) has the power to enter into the Memorandum of Understanding.

3.3.3 Alienation of land

The parties agree that:

- (a) The Settlement Legislation will provide that in the event that any of the Crown MOU Land is alienated by the Crown, the Memorandum of Understanding will automatically be terminated as it applies to the land that has been alienated; and
- (b) The Memorandum of Understanding will provide that in the event that the Pouakani MOU Land is alienated by the Pouakani People the Memorandum of Understanding will automatically be terminated in respect of the alienated land; and
- (c) In this *clause* 3.3.3, "land is alienated by the Crown" means the Crown has:
 - (i) transferred the estate in fee simple in the land to a person that is not a party to this Deed; or
 - (ii) granted a new lease to a person that is not a party to this Deed over the land the term of which, including rights of renewal or of extension is, or could be, for 50 years or longer;

and the Crown is no longer responsible for the management of the land following its alienation by the Crown.

3.3.4 Change in Management

Subject to *clause* 3.3.3, if there is a change in the Crown's arrangements for managing the Crown MOU Land or the applicable statutory management regime over such land, the Crown agrees that it will ensure that the Pouakani Governance Entity continues to have input into the management of that land through the negotiation, by the Minister responsible for the new management or management regime, or the Commissioner of Crown Lands, as the case may be, of a new or amended Memorandum of Understanding.

3.3.5 Limitation of Rights

The Pouakani People and the Crown agree that:

- (a) Except as expressly provided in the Memorandum of Understanding, the Memorandum of Understanding will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to the Pouakani MOU Land,

for the avoidance of doubt, such land will not become part of the conservation estate managed by the Crown;

- (b) The Settlement Legislation will provide that except as expressly provided in the Memorandum of Understanding, the Memorandum of Understanding will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to the Crown MOU Land.

3.3.6 Breaches of the Memorandum of Understanding

The Pouakani People and the Crown acknowledge that any breach of the Memorandum of Understanding does not constitute a breach of this Deed.

3.3.7 Memorandum of Understanding Subject to Crown Obligations

The Crown agrees that the Settlement Legislation will provide that the Memorandum of Understanding is entered into and amended subject to, and without restriction upon, the obligations of the Minister and the Department of Conservation to discharge their respective functions, powers and duties in accordance with existing law and government policy from time to time and the Crown's powers to amend policy and introduce legislation amending existing law.

3.3.8 Enforceability of Memorandum of Understanding

The Pouakani People and the Crown agree that the Settlement Legislation will provide that:

- “(1) The Minister of Conservation must comply with the Memorandum of Understanding as long as it remains in force.
- (2) If the Minister of Conservation fails unreasonably to comply with the Memorandum of Understanding, the Pouakani Governance Entity may, subject to the Crown Proceedings Act 1950, enforce the Memorandum of Understanding by way of public law action against the Minister of Conservation.
- (3) Notwithstanding subsection (2), damages are not available as a remedy for failure to comply with the Memorandum of Understanding.”

3.3.9 Noting of Memorandum of Understanding

The Crown agrees that the Settlement Legislation will provide:

- (a) the existence of the Memorandum of Understanding, once executed, and as amended from time to time, and a summary of the terms of the Memorandum of Understanding, shall be noted in conservation management strategies and conservation management plans from time to time affecting the MOU Land; and
- (b) that such noting of the Memorandum of Understanding shall be for the purpose of public notice only and shall not be amendments to the relevant strategies or plans for the purposes of section 17I of the Conservation Act 1987.

3.4 SUPPORT FOR NGA WHENUA RAHUI KAWENATA

If the Pouakani Claims Trust notifies the Crown in writing that an application is to be made for a Nga Whenua Rahui Kawenata under section 77A of the Reserves Act 1977 in respect of the land held on trust by the trustees of the Titiraupenga and the Pouakani B9B Trusts, the Minister in Charge of Treaty of Waitangi Negotiations will as soon as reasonably practicable write to the Nga Whenua Rahui Committee expressing his/or her support for the application for the Nga Whenua Rahui Kawenata.

MEMORANDUM OF UNDERSTANDING

ATTACHMENT 3.1
MEMORANDUM OF UNDERSTANDING
(Clause 3.3)

Date:

PARTIES

- (1) **THE** [insert name of the Pouakani Governance Entity] (*Pouakani*)
- (2) **THE MINISTER OF CONSERVATION** (*the Department*)

INTRODUCTION

- A Both the Department and Pouakani are seeking a relationship consistent with the Treaty of Waitangi principle of partnership that achieves over time the conservation policies, actions and outcomes sought by both Pouakani and the Department.
- B The Pouakani People interpret their role in exercising their rights and Tino Rangatiratanga as Mana Tangata and Mana Whenua in the area covered by this Memorandum as kaitiaki to mean eternal guardians and keepers of the celestial and terrestrial realms of the said land. The Department in the performance of its duty will respect such cultural aspects by fulfilling to the best of its ability the obligations it has entered into through this Memorandum.
- C The purpose of the Conservation Act 1987 ("the Act") is to manage natural and historic resources under that Act and the Acts in the First Schedule of the Act. In performing its obligations under this Memorandum the Department will interpret and administer the Act so as to give effect to the principles of the Treaty of Waitangi. The Director-General can only delegate or share responsibility for decisions s/he makes within that legislation.

1 PURPOSE OF MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum is to enable both Pouakani and the Department to exercise their respective responsibilities with the utmost co-operation. The Memorandum sets out a framework that will enable the Department and Pouakani to establish a healthy and constructive working relationship.

MEMORANDUM OF UNDERSTANDING

2 DESCRIPTION OF AREA COVERED BY MEMORANDUM

The attached map sets out the boundaries of the areas that are covered by this Memorandum. The areas covered are those parts of the Pureora Forest Park within the claim area (including the land administered by the Department on Mt Titiraupenga), the Pouakani Scenic Reserve, and the land owned by the two Trusts that is covered in native bush on Mt Titiraupenga (the "MOU Land"). Both Pouakani and the Department recognise that the Maori-owned blocks remain private land and Crown land remains Crown land.

3 GENERAL

The existence of the Memorandum of Understanding, including a summary of the terms of signing of the Memorandum, will be noted in Conservation Management Strategies and Plans affecting the MOU Land for the purpose of public notice.

4 SPECIFIC OBLIGATIONS

In recognition of the importance to Pouakani of the land covered by this Memorandum, Pouakani will be consulted and regard had to its views concerning the following management and administration activities which may be undertaken from time to time by the Department:

- 4.1 The preparation, consistent with Part IIIA of the Conservation Act, of all Conservation Management Strategies and Conservation Management Plans which relate to the area covered by this Memorandum;
- 4.2 The preparation of any non-statutory plans, strategies or programmes for the protection and management of the land in relation to any programme to:
 - (a) identify and protect indigenous plants;
 - (b) identify and protect wildlife;
 - (c) eradicate pests or other introduced species.
- 4.3 In order to enable Pouakani to fulfill its role in relation to the above, the Department will provide Pouakani with relevant information to enable Pouakani to consider and advise its views to the Department on any matter on which it is consulted.

MEMORANDUM OF UNDERSTANDING

- 4.4 The Department will inform Pouakani of all concession applications to the land (but retains the discretion to withhold commercially sensitive material).
- 4.5 In recognition of the importance of more co-operative and integrated management of both Crown administered and Maori-owned land, Pouakani will inform and consult the Department in relation to any programmes Pouakani conduct to:
- (a) identify and protect indigenous plants;
 - (b) identify and protect wildlife;
 - (c) eradicate pests or other introduced species.

5 IMPLEMENTATION AND COMMUNICATION

The Department will seek to establish and maintain communication with Pouakani on a continuing basis by:

- 5.1 Maintaining information on Pouakani's office holders, addresses and contact details;
- 5.2 Providing opportunities for Pouakani to meet with Department managers and staff;
- 5.3 Meeting together at the Area office to review implementation of this Memorandum every six months, unless otherwise agreed;
- 5.4 Training relevant staff on the content of this Memorandum and briefing conservation board members on its content.

6 INPUT INTO BUSINESS PLANNING AT THE AREA OFFICE LEVEL

Both Pouakani and the Department want to ensure that there are ongoing discussions on how to better harmonise management objectives for both Maori-owned land and land that the Department administers. These discussions may result in specific project proposals for consideration in the Department's annual business planning round. The process for considering these proposals through input to the Area Office's business planning process will be as follows:

MEMORANDUM OF UNDERSTANDING

- 6.1 There will be an annual meeting in the Area Office to identify priorities for undertaking specific project proposals for the upcoming business year;
- 6.2 Identified priorities will be taken into the Department's business planning process at the conservancy and regional levels and considered along with other priorities;
- 6.3 The decision as to whether any specific project proposals will be funded in any business year will be made by the Conservator and the Regional General Manager;
- 6.4 The Department will advise Pouakani of the outcome of this process and, if required, meet to finalise a work plan for implementation of the specific project proposals in that business year, in accordance with the resources that have been allocated in the business plan.

7 HISTORIC RESOURCES / WAHI TAPU

- 7.1 The Pouakani People consider that the Treaty of Waitangi covered wahi tapu, wahi taonga, and other places of historic significance as taonga (priceless treasures) to the hapu and iwi of Aotearoa. The Department will respect the great significance of these taonga to Pouakani by fulfilling the obligations contained in this section of the Memorandum.
- 7.2 The Department's statutory role is to conserve historic resources in protected areas and it will endeavour to do this for sites of significance to Pouakani in association with them and according to Maori tikanga.
- 7.3 The Department accepts that non-disclosure of locations of places known to Pouakani may be an option that Pouakani chooses to take to preserve the wahi tapu nature of the places. In other cases Pouakani may ask the Department to treat information it provides on wahi tapu sites in a confidential way. The Department and Pouakani will work together to establish processes for dealing with information on wahi tapu sites in a way that recognises both the management challenges that confidentiality can present and respects the views of Pouakani.
- 7.4 The responsibility for identifying and assessing Pouakani heritage values largely rests with Pouakani. To assist in this process, Pouakani will notify the Area Manager of any concerns and the Department will take reasonable steps to amend the situation.

MEMORANDUM OF UNDERSTANDING

- 7.5 The Department will work with Pouakani at the Area Office level to:
- 7.5.1 As far as reasonably practicable, respect the Pouakani values attached to identified wāhi tapu, wāhi taonga and places of historic significance which are managed by the Department (e.g. by DOC giving consideration to impacts from visitor numbers, facilities and services);
 - 7.5.2 Manage sites of historic significance to Pouakani according to the standards of conservation practice outlined in the ICOMOS New Zealand Charter 1993;
 - 7.5.3 When issuing concessions to carry out activities on the land administered by the Department, request that the concessionaire consult with Pouakani before using cultural information of Pouakani;
 - 7.5.4 Undertake protection and conservation of wahi tapu and other sites of Maori significance in co-operation with Pouakani;
 - 7.5.5 If koiwi are found, inform Pouakani as appropriate;
 - 7.5.6 When requested by Pouakani seek to assist in recording and protecting wahi tapu and other places of cultural significance where appropriate, to ensure that they are not desecrated or damaged.

8 CULTURAL MATERIALS

- 8.1 For the purpose of this Memorandum, cultural materials are defined as:

- 8.1.1 Plants, plant materials;
- 8.1.2 Materials derived from animals or birds;

to the extent that the Department holds and is responsible for them, and which are important to Pouakani in maintaining their culture.

- 8.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.
- 8.3 In relation to cultural materials, the Department will:
- 8.3.1 Consider requests from members of Pouakani for the customary use of cultural materials in accordance with the relevant legislation;

MEMORANDUM OF UNDERSTANDING

- 8.3.2 Agree, where reasonably practicable, for Pouakani to have access to cultural materials that become available as a result of departmental operations such as track maintenance or clearance or culling of species;
- 8.3.3 Consult with Pouakani in circumstances where there are competing requests from non-Pouakani persons or entities for the use of cultural materials, for example for scientific research purposes, to see if the cultural and scientific or other needs can be reconciled before the Department makes a decision in respect of those requests;
- 8.3.4 Assist Pouakani with the planting of traditional plants on private land to reduce the need for plants to be gathered from land administered by the Department;
- 8.3.5 The Department will work with Pouakani to develop procedures for monitoring sustainable levels and methods of use.

9 VISITOR AND PUBLIC INFORMATION

- 9.1 The Department has a role to share knowledge about natural and historic heritage with visitors, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation. In providing public information and interpretation services and facilities for visitors on the land it manages, the Department will endeavour to recognise the importance to Pouakani of their cultural, spiritual, traditional and historic values.
- 9.2 The Department will work with Pouakani at the Area Office level to encourage respect for Pouakani values by:
 - 9.2.1 Seeking to raise public awareness of positive conservation partnerships that may be developed between Pouakani, the Department and other stakeholders, for example, by way of publications, presentations and seminars;
 - 9.2.2 Consulting on the provision of interpretation and visitor facilities (if any) at wāhi tapu, wāhi taonga and other places of historic or cultural significance to Pouakani;
 - 9.2.3 Ensuring that Department information on new panels, signs, and visitor publications includes Pouakani perspectives and references to the significance of the sites to Pouakani where appropriate;

MEMORANDUM OF UNDERSTANDING

9.2.4 Encouraging Pouakani participation in the Department's volunteer and conservation events programmes.

EXECUTED on the date first written above.

[insert appropriate attestation for the Pouakani Governance Entity]

SIGNED for and on behalf of **HER**)
MAJESTY THE QUEEN in right of)
NEW ZEALAND by [_____)
], Minister of Conservation in
the presence of:

Witness

Signature

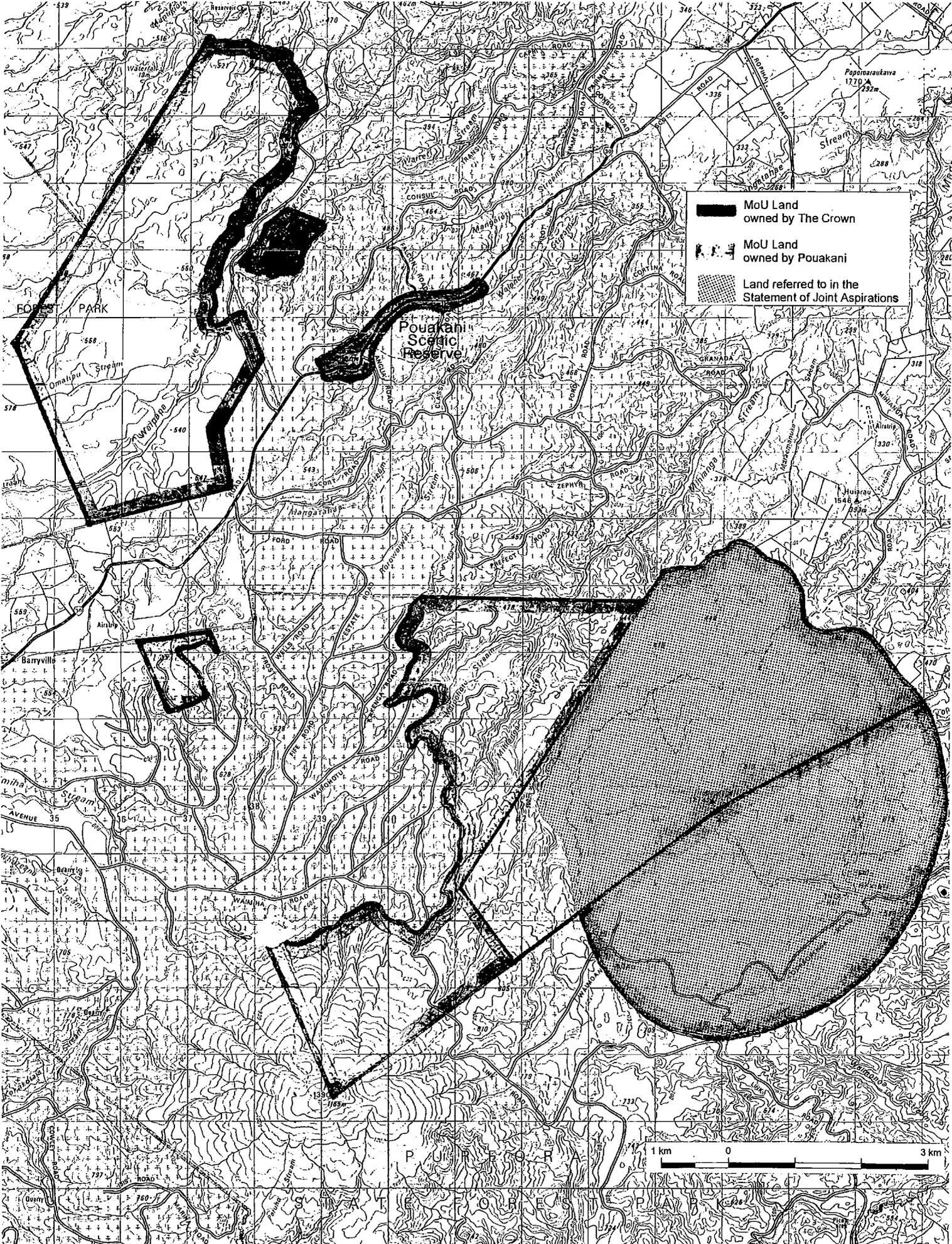
Occupation

Address

MEMORANDUM OF UNDERSTANDING

SCHEDULE 1

MOU LAND*(clause 2)*

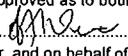


 MoU Land owned by The Crown
 MoU Land owned by Pouakani
 Land referred to in the Statement of Joint Aspirations

 South Auckland Land District
 Territorial authority :
 Taupo & Waitomo Districts

 TERRALINK NZ LIMITED

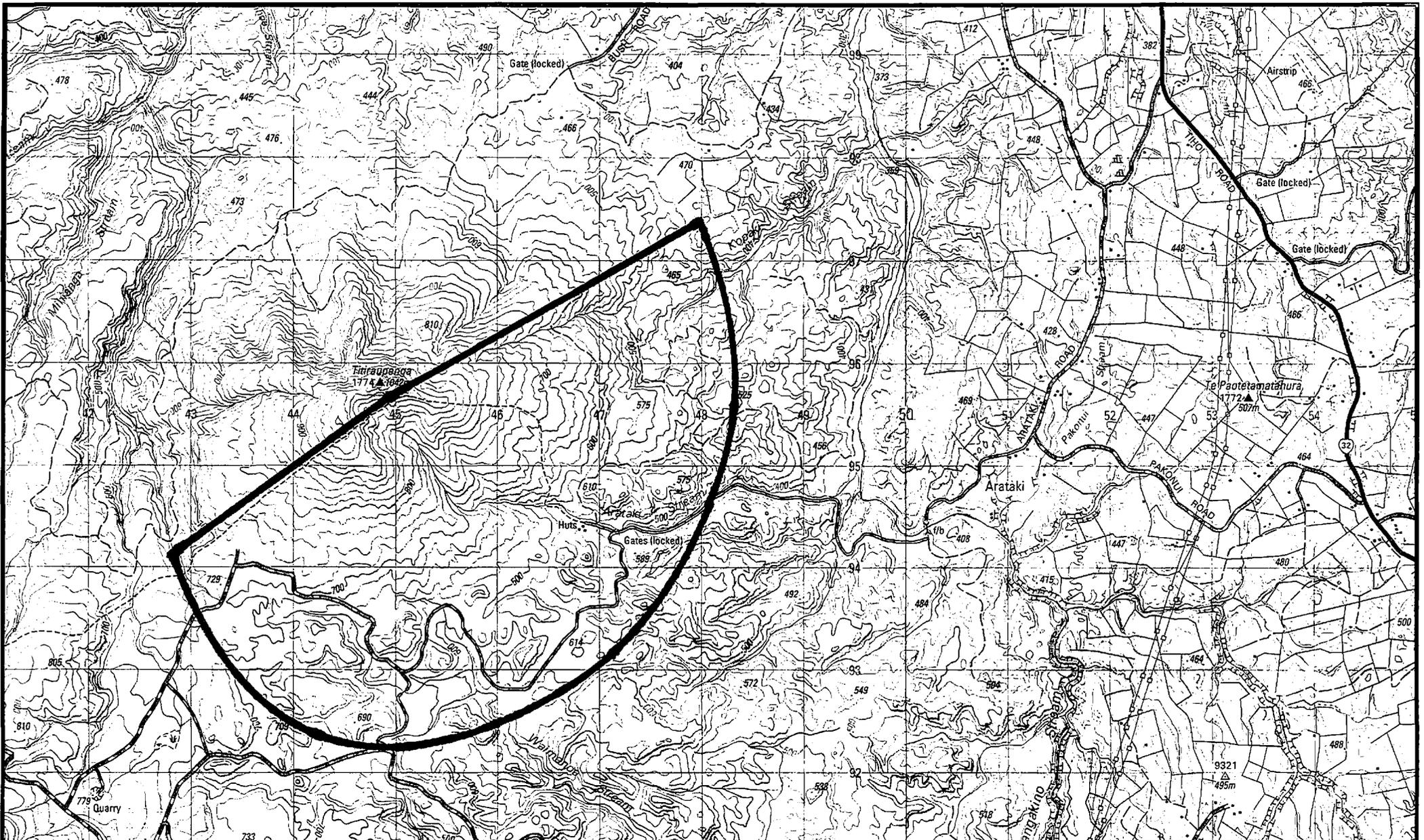
**Areas referred to in the Statement of Joint Aspirations
 and Memorandum of Understanding in Section 3 of the
 Deed of Settlement for the Pouakani Claim**

Approved as to boundaries :

 for and on behalf of Pouakani

 for and on behalf of The Crown

ATTACHMENT 3.2
MAP OF CROWN OWNED AREA OF TITIRAUPENGA

(Clause 3.1.1, Definition of Crown Owned Area of Titiraupenga)



South Auckland Land District
 Territorial authority :
 Taupo District



Crown Owned Area of Titiraupenga

**Statutory Acknowledgement Area referred to in
 Section 3 of the Deed of Settlement for the Pouakani Claim**

Approved as to boundaries :

[Signature]
 for and on behalf of Pouakani

for and on behalf of The Crown

Attachment 3.2

STATEMENT OF ASSOCIATION

ATTACHMENT 3.3
STATEMENT OF ASSOCIATION
(clause 3.2.1(b))

Pouakani Association with the Crown Owned Area of Titiraupenga

TITIRAUPENGA

TENEI TAKU MANU

KA EKE KI TE TAUMATA

O TOKU MAUNGA TAPU TITIRAUPENGA

TITIRO ARORANGI ATU

KIA PUREORA ETU MAI RA

EEEEEE!

KEI RARO RA

KO TE HORA-ARUHE

KI TE POU-A-KANI

TI HEI MAURI ORA

Titiraupenga and Pureora, had journeyed long and far to find others of their kind - despite horrendous adversity they struggled on until eventually upon the desolate plain of despair they resolved to meet their end together and embraced for one last time. Ranganui (Sky father) was so moved by the strength of their spirit and love that he turned them to stone granting them immortality to serve as symbols of good. Their "family" are dotted throughout the continents and oceans of this world.

Later Tarapikau – the guardian and traveller of mountain trails, who resides in many places of Aotearoa used to rest on the sacred peak of Titiraupenga to greet the first light of the new day as he could survey the vast interior while gathering the warmth of the sun's first rays.

The Patupaearehe or fairy people's laughter can still be heard in the swift running streams of Titiraupenga Maunga. They are the caretakers of the native flora and

STATEMENT OF ASSOCIATION

always ensure that the streams run free. Shy yet playful they embody the spirit of the child and are part of the story of the Titiraupenga Mountain.

Te Ririo (younger brother of Takaka) is a forest guardian also associated with Titiraupenga. He tolerated no disrespect and to anger him was to invite misfortune or even death. He was left offerings (of Food) by only the most highly born individuals such as Te Tuiri and Te Heu Heu.

Kupe, the great explorer/navigator and his descendants were the first to explore the interior of the North Island following their discovery of Aotearoa and they settled in the areas that afforded the best conditions for survival – the Kahupungapunga people settled on Titiraupenga and the surrounding lands. Food was plentiful as the great forests of the region abounded with large flocks of Kereru and other bird life. The streams and forests provided the food, medicinal and other needs of these people of the land.

In more recent times Tia, an ancestor of renown to people of the Arawa canoe, named many natural features as he journeyed through the central North Island. He eventually settled on the northern slopes of Titiraupenga with the tangata whenua and is very highly regarded as the tipuna of the Pouakani people. Upon his death he was interred near the peak of the mountain.

The Tipuna Te Wano is also associated with Titiraupenga. Nearing the time of his passing he asked his relatives of Te Kanu to carry him up the slopes of Titiraupenga to gaze for one last time at the lands of his people, Ngati Apakura. He died and was buried on Titiraupenga.

The settlements of Kaiwha, Pukerimu, Huiarau and Marae Totara were just some of the settlements on the slopes of Titiraupenga. Trails from the four points of the compass met and connected these places with people of other areas who traded many commodities. Greenstone journeyed along one such sacred trail and was sometimes left in the shallows of a sacred Titiraupenga stream before continuing on. In times of trouble, gongs were sounded at certain places along these trails to announce impending arrivals.

Titiraupenga and Pureora stand today as they always have. Ancient sentinels in the stream of time, who have worn the cloak of Tane (the native forest) with the ageless dignity of the Tuakana that they are.

MA TE MEA NGARO

TATAU E TIAKI MANAKI

STATEMENT OF ASSOCIATION

NA TO KOUTOU MOKAI TAMAITI

John Hanita Paki II



SECTION 4 : FINANCIAL AND COMMERCIAL REDRESS**4.1 INITIAL PAYMENTS****4.1.1 The Redress Amount**

The parties agree that the Redress Amount in respect of the Pouakani Historical Claims is \$2,650,000.

4.1.2 Payment by the Crown of initial payments

The Pouakani People acknowledge receipt from the Crown by the Titiraupenga Trust of the amount of \$650,000 paid on 27 September 1990 by the Crown as a payment "on account" of the Redress Amount which, the Pouakani People and the Crown agree, is to be treated as part payment of the Redress Amount.

4.1.3 Status of initial payments if Deed does not become unconditional

If for any reason this Deed does not become unconditional:

- (a) The amount of any redress which the Crown becomes obliged to provide to the Pouakani Governance Entity or the Pouakani People to discharge the Crown's obligations in respect of any of the Pouakani Historical Claims will be adjusted to reflect the amount referred to in *clause 4.1.2*; and
- (b) The Crown may produce this Deed to any Court or tribunal considering the quantum of any redress to be provided by the Crown in relation to any of the Pouakani Historical Claims to give effect to *clause 4.1.3(a)*.

4.2 SETTLEMENT AMOUNT

The Settlement Amount equals the Redress Amount less the amount of \$650,000 referred to in *clause 4.1.2*.

4.3 PAYMENT BY THE CROWN OF THE SETTLEMENT AMOUNT

The Crown must pay to the Pouakani Governance Entity the Settlement Amount, being \$2,000,000, on the Settlement Date.

SECTION 5: TRANSFER OF THE POUAKANI FOREST**5.1 DEFINITIONS**

In this *Section 5* and *Attachments 5.1 to 5.5*:

Deed Date means the date on which this Deed was signed by both parties to it;

Disclosure Date means the next Business Day after the date of expiration of the period of 5 Business Days commencing on the Valuation Date;

Land means the land described in *Attachment 5.1*;

Marginal Strip has the meaning given to it in section 2 of the Conservation Act 1987;

Pouakani Forest means the Land and the Trees and being part of the Pureora Central Forest;

Preservation Order means an Order of the High Court dated 28 August 1987 in relation to the proceedings *Attorney-General for and on behalf of the Department of Conservation v J H Paki & Others of the Pouakani B9B Trust*;

Pureora Central Forest means the Land and the Trees on Lot 1 LTS 64969;

Selection Date means the next Business Day after the expiration of the period of 10 Business Days commencing on the date on which the Transfer Value is agreed or determined;

Terms of Transfer means the agreement for sale and purchase set out in *Attachment 5.4*;

Transfer Date means the next Business Day after the expiration of the period of 20 Business Days commencing on the Selection Date or any earlier date agreed upon by the Crown and the Pouakani Governance Entity;

Transfer Value means the purchase price to be paid by the Pouakani Governance Entity to the Crown for the transfer of the Pouakani Forest;

Trees means all the trees growing or standing or, in the case of windthrow, lying on the Land at any relevant date and:

- (a) does not include logs that have been felled and are on the Land at the time of the Transfer Date which the Vendor shall be entitled to load and transport off the Land within 5 Business Days from the Transfer Date; but
- (b) does include any trees forming a part of any stand of exotic Trees on the Land which are on a marginal strip created pursuant to Part IVA of the Conservation Act 1987 as a consequence of the transfer of the Pouakani Forest;

Valuation Date means the later of:

- (a) the date on which this Deed becomes unconditional; and
- (b) the date on which the Pouakani Governance Entity is established.

5.2 DISCLOSURE, VALUATION AND TRANSFER

5.2.1 Provision of Information

No later than the Disclosure Date, the Crown shall provide, or procure the provision of, the information set out in *Attachment 5.2* to the Pouakani Governance Entity. The Crown also undertakes to use its best endeavours to disclose to the Pouakani Governance Entity in a timely manner any updates to that information that come to the knowledge of the Crown subsequent to the disclosure referred to above and prior to the Selection Date. Disclosure under this *clause 5.2.1* is subject to the disclaimer set out in *paragraph 4* of *Attachment 5.2*.

5.2.2 Valuation

The parties shall initiate, follow and complete or procure the completion of the procedures set out in *Attachment 5.3*.

5.2.3 Notification of Selection

No later than the Selection Date, the Pouakani Governance Entity may notify the Crown that it has chosen to acquire the Pouakani Forest.

5.2.4 If not Selected

If no notice under *clause 5.2.3* is given by the Selection Date or if, before that date, the Pouakani Governance Entity notifies the Crown that it has chosen not to acquire the Pouakani Forest then this Section and its Attachments shall be of no further effect.

5.2.5 If Selected

If notice is given under *clause 5.2.3*, then on the Transfer Date, the Crown shall transfer or procure the transfer of the Crown's estate, right, title and interest in the Pouakani Forest to the Pouakani Governance Entity in return for, and in consideration of, the payment by the Pouakani Governance Entity of the Transfer Value.

5.2.6 Terms of Transfer

The terms and conditions on which the Pouakani Forest shall be so transferred by the Crown and accepted by the Pouakani Governance Entity shall be those specified in the Terms of Transfer which are deemed to be a separate agreement between the Crown and the Pouakani Governance Entity.

5.3 FURTHER PROVISIONS RELATING TO INFORMATION AND INSPECTION OF ASSETS

5.3.7 Confidentiality Assurances

Where the Crown is unable to provide to the Pouakani Governance Entity information under this *Section 5* without any further reasonable assurances of confidentiality in favour of the Crown or third parties, then the Pouakani Governance Entity and its advisers shall provide appropriate reasonable assurances. Such assurances shall not preclude disclosure by the Pouakani Governance Entity of such information to any other person which has given assurances to the same effect as those provided by the Pouakani Governance Entity, unless the Crown reasonably objects to such person and the Crown has given notice to that effect to the Pouakani Governance Entity.

5.3.8 Limited Use of Information

All information provided by the Crown to the Pouakani Governance Entity under this Section, shall be used by the Pouakani Governance Entity and its advisers, only for the purposes contemplated by this Deed and for no other purpose.

5.3.9 Inspection

The Crown shall permit the Pouakani Governance Entity, its valuers and other relevant advisers, to inspect the Pouakani Forest as follows:

- (a) inspections shall, unless the Crown or the Crown's forest manager agree otherwise, be limited to reasonable times of the day;
- (b) prior to any inspection (which may extend over a period of several days) the Pouakani Governance Entity shall advise the Crown of the expected duration and location of the inspection. The Crown or the Crown's forest manager may require any particular inspection to be rescheduled (to the

earliest suitable alternative date) upon reasonable grounds relating to health and safety of people living or working in or on the Pouakani Forest or upon reasonable grounds relating to the protection and security of the Pouakani Forest;

- (c) the Pouakani Governance Entity shall, in making any inspection, comply with the requirements of the Crown's forest manager relating to health and safety of people living or working in the Pouakani Forest and relating to the protection and security of the Pouakani Forest; and
- (d) the Pouakani Governance Entity shall, in making any inspection, take all reasonable precautions to prevent damage or danger to the Pouakani Forest.

5.4 LEGISLATIVE CHANGES

The Crown agrees that the Settlement Legislation shall:

- 5.4.1 provide that the transfer of the Pouakani Forest to the Pouakani Governance Entity pursuant to *clause 5.2.5* shall not constitute a subdivision of land for the purposes of Part X of the Resource Management Act 1991;
- 5.4.2 provide that the laying out or forming, granting or reserving of any private road, private way or right of way that may be required for the purposes of this *Section 5* shall not require the prior permission of any council under section 348 of the Local Government Act 1974;
- 5.4.3 provide that any transfer of the Pouakani Forest to the Pouakani Governance Entity, pursuant to *clause 5.2.5*, shall, even though the Land is not licensed land, be deemed to have been made pursuant to a final recommendation by the Waitangi Tribunal under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the land to Maori ownership, except that the provisions of section 36 of the Crown Forest Assets Act 1989 shall not apply;
- 5.4.4 provide that, notwithstanding any provision in the Crown Forest Assets Act 1989 to the contrary, the Crown shall, if it so wishes, be entitled to sell or dispose of the Pouakani Forest if it is not chosen to be acquired by the Pouakani Governance Entity pursuant to *clause 5.2.3*;
- 5.4.5 enable the grant of covenants by the Crown to complete the survey, deposit any survey plan or adduce clear title to the Land, such as the covenants contained in *paragraph 3.3 of Attachment 5.4*;

- 5.4.6 provide that the provisions set out in subsection 24H(6) of the Conservation Act 1987 apply to the Pouakani Governance Entity as if the Pouakani Governance Entity was deemed to be a licence holder for the purposes of section 24H and the Minister of Conservation had appointed the Pouakani Governance Entity to be the manager of the Marginal Strip;
- 5.4.7 provide that the Minister of Conservation may grant any easements which the Minister is required to grant to enable the Crown to comply with *paragraphs 3.4 and 3.5 of Attachment 5.4* on the terms set out in that clause and for those easements to be registered in the Land Transfer Office; and

5.5 ASSET MAINTENANCE PROVISIONS

During the period from the Deed Date until the Transfer Date, the Crown will manage the Pouakani Forest in accordance with good commercial forestry business practice but subject to the Preservation Order.

5.6 OTHER PROVISIONS APPLYING TO TRANSFER PROCESS

5.6.1 Each party to bear its own costs

Each party shall bear its own costs incurred in complying with and participating in all of the procedures set out in *Section 5*.

5.6.2 Registration costs

The Crown shall be responsible for payment of all registration costs associated with a transfer under *Section 5* other than those relating to the registration of the memoranda of transfer to the Pouakani Governance Entity.

5.6.3 Time of essence

Except where expressly provided otherwise, time shall be of the essence in relation to all stipulations as to time in *Section 5*.

5.6.4 Technical Non-compliance

Where the Crown or the Pouakani Governance Entity gives any notice or other communication under *Section 5* which contains an error or does not fully comply with the relevant requirements of this Deed, such notice or other communication shall nonetheless be effective unless the error or non-compliance misleads or otherwise prejudices the recipient.

5.6.5 Timetable

To assist in the interpretation of this *Section 5*, *Attachment 5.5* summarises the timetable for the implementation. If there is any discrepancy between

Attachment 5.5 and the other provisions of the Deed, the other provisions of the Deed shall prevail.

5.6.6 Removal of Preservation Order

The Crown and the Pouakani Claims Trust shall, as soon as practicable, file a joint memorandum in the Hamilton Registry of the High Court jointly requesting the Court to cancel and discharge the Preservation Order with effect from the Transfer Date. The Pouakani Claims Trust acknowledges that the Crown may, through the Settlement Legislation, cancel and discharge the Order on the same basis as if it had been cancelled and discharged by the Court:

- (a) if it has not been so cancelled and discharged by the Transfer Date if *clause 5.2.5* applies; or
- (b) if *clause 5.2.4* applies.



DESCRIPTION OF POUAKANI FOREST

ATTACHMENT 5.1**DESCRIPTION OF POUAKANI FOREST***(Clause 5.1, Definition of Pouakani Forest)***1 POUAKANI FOREST**

1.1 The Pouakani Forest forms part of the Pureora Central Forest and is currently managed for the Crown by Crown Forestry Management Limited. Details of area and land description are set out below:

Approximately 1,675 hectares being that part of Lot 1 LTS 64969 lying to the west of a line, illustrated on the map attached as Appendix I to this Attachment but yet to be surveyed, being:

- from the northern boundary of Lot 1 LTS 64969 along the stream between compartments 119 and 120 to the end of road no 55 and then following that road to its intersection with Achilles Road
- Achilles Road from its junction with Pikiariki Road to the junction with Road No 55
- Pikiariki Road from its junction with Achilles Road to the junction with Waipohutu Road
- Waipohutu Road from the junction with Link Road to the junction with Pikiariki Road
- Link Road from its junction with Waipohutu Road to the boundary between compartments 97 and 101
- The stream between compartments 97 and 101 from Link Road to the southern boundary of LTS 64969

1.2 The Land will be transferred with the benefit of, and be subject to, rights of way and other easements the location and terms of which must be disclosed by the Crown under item 2.8 of *Attachment 5.2* in sufficient detail to enable them to be properly taken into account in agreeing or determining Market Value under *Attachment 5.3*.

1.3 The land will be subject to

- Part IVA of the Conservation Act 1987
- Section 11 of the Crown Minerals Act 1991

DESCRIPTION OF POUAKANI FOREST

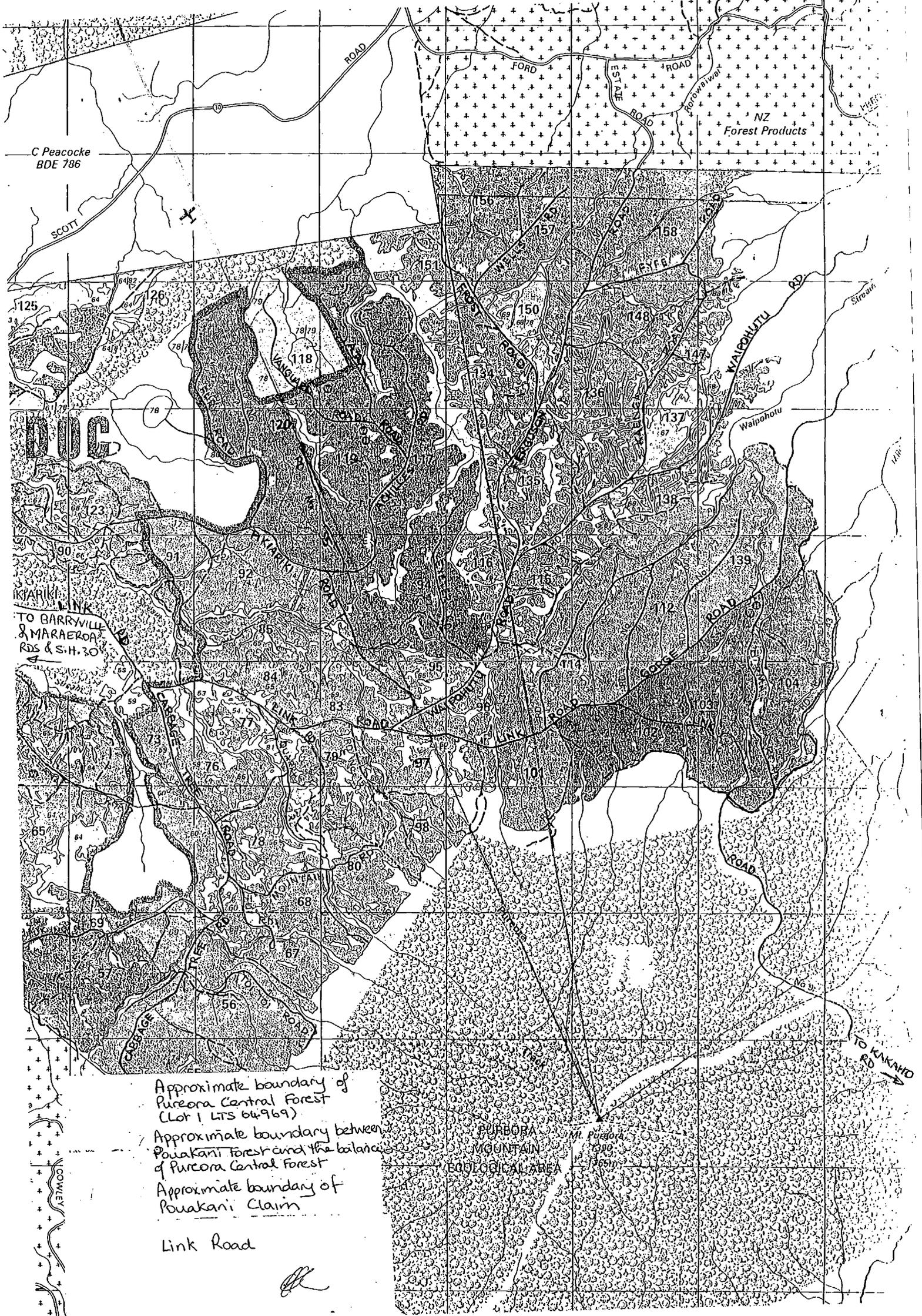
- A Covenant or agreement to allow continued access by New Zealand Forest Research Institute Limited to long term research trials.

2 **ERRORS AND MISDESCRIPTIONS**

The legal description of all land referred to in this Attachment is believed to be correct. If it is established that any such error, misdescription, omission or other inconsistency has occurred or exists, the Crown's obligation and liability shall be limited to correcting the error, misdescription, omission or other inconsistency.

DESCRIPTION OF POUAKANI FOREST

APPENDIX 1
MAP OF POUAKANI FOREST
(Paragraph 1 of Attachment 5.1)



C Peacocke
BDE 786

NZ
Forest Products

TO BARRYVILLE
& MARAEROA
RDS & S.H. 30

Approximate boundary of
Pureora Central Forest
(Lot 1 LTS 64/969)
Approximate boundary between
Pouakani forest and the balance
of Pureora Central Forest
Approximate boundary of
Pouakani Claim

Link Road

BURBORA
MOUNTAIN
ECOLOGICAL AREA

Mt. Pureora
1290
1251

TO KAKAHO
RD

DISCLOSURE INFORMATION

ATTACHMENT 5.2
DISCLOSURE INFORMATION
(Clause 5.2.1, Provision of information)

- 1 The information to be provided by the Crown to the Pouakani Governance Entity pursuant to *clause 5.2.1* includes the items set out in *paragraphs 2 and 3* of this *Attachment 5.2* together with any additional information relevant to the assessment of the value of the Pouakani Forest. When providing the information the Crown shall, where relevant, specify the date as at which the information is current. Unless otherwise stated in this *Attachment 5.2* the information shall be as at the Valuation Date. Where information relates to the whole of Pureora Central Forest rather than Pouakani Forest alone, this will be indicated.

- 2 Land:
 - 2.1 survey description of Land if one exists;
 - 2.2 general location map of Land;
 - 2.3 Valuation NZ roll details of land value (including valuation date);
 - 2.4 name of relevant territorial authorities and level of rates for most recent financial year;
 - 2.5 details of any buildings on the Land;
 - 2.6 details of the public use rights and protective covenants applying or which will apply to the Land;
 - 2.7 schedule of all existing rights and business contracts over or in favour of the Land. These may be registered, unregistered but documented or informal rights and include rights of way and other access rights, water rights, give and take boundaries, covenants, grazing rights, mining rights, tenancies of buildings and concessions;
 - 2.8 details of any rights over or in favour of the Land that may need to be created as a consequence of the separation of the Land from other land of the Crown in order to transfer the Pouakani Forest to the Pouakani Governance Entity; and
 - 2.9 summary of any transactions currently underway which may affect the land (e.g. boundary exchanges, public road realignments and road stopping or taking action).

DISCLOSURE INFORMATION

3 Pouakani Forest Trees:

- 3.1 general statement of forest area by species and age class;
- 3.2 general forest map showing compartment boundaries, roads and other relevant features;
- 3.3 access to any aerial photographs of the forest;
- 3.4 stand records in electronic form (and if requested by the Pouakani Governance Entity, in paper form) setting out, for each stand, species, year of planting, stocked area, treatment history and crop type used by the Crown's forest manager for valuation purposes;
- 3.5 compartment maps showing stand boundaries, species, establishment year and area;
- 3.6 a general description, including expected treatment regime of each crop type recognised by the Crown's forest manager for valuation purposes including any protection or uneconomic crop types;
- 3.7 crop type files in electronic form (and, if requested by the Pouakani Governance Entity in paper form) setting out, for each crop type, species, area by age class, projected treatment regime, yields by age class, anticipated treatment costs (for silviculture) and harvesting costs;
- 3.8 any recent inventory data, including data collected during quality control of silvicultural operations;
- 3.9 any recent forest health inspection reports;
- 3.10 summary of any business contracts or other commitments over the forest (e.g. management contracts, log supply contracts, silvicultural contracts);
- 3.11 details of any land use consents;
- 3.12 the following management information:
 - (a) a list of stands which are likely, subject to market conditions, to be considered for harvesting over the period commencing on 1 July immediately preceding the Valuation Date and terminating on the expiration of a period of two years from Valuation Date (this does not imply a commitment to harvest but merely establishes the expected

DISCLOSURE INFORMATION

- maximum extent of harvesting during the period given market conditions);
- (b) the details of those stands to be harvested that the Crown's forest manager has included or is including in its budget for the financial year which includes the Valuation Date (and, when available, similar details for the following financial years). Again, this does not imply a commitment to harvest but is the best information available at the time the budget is prepared, based on expected market conditions at that time;
 - (c) details of the criteria used by the Crown's forest manager to schedule silvicultural operations in its budgets; and
 - (d) details of the criteria used by the Crown's forest manager to determine when a stand will actually be treated. The difference between this item and the previous one is that, during the budget process, the scheduling of stands for treatment will usually be based on stand age. Timing of actual treatment normally follows a physical inspection of the stand to ensure that it is actually ready (e.g. stand height is sufficient for treatment to occur without compromising future growth);
- 3.13 details of those stands budgeted for treatment in the financial year which includes the Valuation Date, and, when available, similar details for the following financial year. The budget for that following year will depend on progress made during the previous year, reassessment of stands, and changes in market conditions and would not normally be prepared until about April in any year;
- 3.14 details of any other operations which are budgeted to be undertaken in the financial year which includes the Valuation Date (and, when available, the subsequent financial year) such as maintenance, inventory and capital expenditure;
- 3.15 log prices currently being achieved by log type;
- 3.16 log conversion information;
- 3.17 log recovery reconciliations;
- 3.18 annual budgets and actual achievements for forest (including maintenance, protection, and costs) for the current financial year and the two previous years;

DISCLOSURE INFORMATION

- 3.19 any technical and research reports that relate to the forest; and
- 3.20 any audit reports that have been undertaken on the forest in terms of stand operations and any environmental audits.

4 Disclaimer

- 4.1 The Crown covenants and warrants to the Pouakani Governance Entity that all details, forecasts, projections, estimates, opinions and other information to be provided by the Crown to the Pouakani Governance Entity pursuant to this *Attachment 5.2* shall:
- 4.1.1 be the best information available to the Crown and the Crown's forest manager at the time of provision; and
- 4.1.2 genuinely represent the views of the Crown and the Crown's forest manager and be reasonably arrived at on the basis of the best information available to them at the relevant date.
- 4.2 The Pouakani Governance Entity acknowledges and agrees that:
- 4.2.1 other than those in *paragraph 4.1* of this *Attachment 5.2*, no representation or warranty is given, whether expressed or implied, nor is any responsibility accepted, by the Crown or the Crown's forest manager with respect to the completeness or accuracy of the information to be provided by the Crown to the Pouakani Governance Entity pursuant to this *Attachment*; and
- 4.2.2 other than those in *paragraph 4.1* of this *Attachment 5.2*, no representation or warranty is given, whether expressed or implied, nor is any responsibility accepted, by the Crown or the Crown's forest manager with respect to the Pouakani Governance Entity's reliance upon or use of the details, forecasts, projections, estimates, opinions and other information.

VALUATION PROCESS

ATTACHMENT 5.3
VALUATION PROCESS
(Clause 5.2.2, Valuation)

1 DEFINITIONS AND INTERPRETATION

1.1 In this Attachment, unless the context otherwise requires:

Arbitration Commencement Date means the date the Crown makes the referral referred to in *paragraph 5.1*;

Arbitrator means a person appointed under *paragraph 2.3*;

Crown's Valuation Report means the valuation report prepared by the Crown in accordance with this Attachment;

Crown's Valuer means any Registered Valuer appointed by the Crown to take part in the process set out in this Attachment;

Market Value is the amount, exclusive of GST, for which the Pouakani Forest might be expected to exchange on the Valuation Date, between a willing buyer and a willing seller, in an arms' length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion. In applying this definition to the Pouakani Forest, the following matters (in addition to all other relevant factors) shall be taken into account:

- (a) the Terms of Transfer; and
- (b) any encumbrances or interests affecting or benefiting the Pouakani Forest appearing or to appear on the title to the Pouakani Forest or as disclosed in writing by the Crown;

Pouakani's Valuation Report means the valuation report prepared by Pouakani's Valuer in accordance with this Attachment;

Pouakani's Valuer means any Registered Valuer appointed by the Pouakani Governance Entity to take part in the process set out in this Attachment;

Registered Valuer means:

VALUATION PROCESS

- (a) in the case of a land valuer, a valuer registered with the Valuers Registration Board of New Zealand and with experience in the valuation of commercial forest land in New Zealand;
- (b) in the case of a forest valuer, a forestry consultant registered with the New Zealand Institute of Forestry and with experience in the valuation of commercial forests in New Zealand;

Response Date means the next Business Day after the date of expiration of the period of 50 Business Days commencing on the Valuation Date;

Valuation Presentation Date means the next Business Day after the date of expiration of the period of 20 Business Days commencing on the Valuation Date.

2 APPOINTMENT OF VALUERS AND ARBITRATION

- 2.1 No later than the next Business Day after the date of expiration of the period of 5 Business Days commencing on the Valuation Date the Pouakani Governance Entity and the Crown shall each:
 - (a) appoint Registered Valuers and instruct them to respectively assess the Market Value of the Pouakani Forest, in accordance with this Attachment; and
 - (b) give notice to the other of the identity of each Valuer appointed.
- 2.2 The Crown and the Pouakani Governance Entity shall ensure that the terms of appointment of their respective Valuers require them to participate in the process set out in this Attachment in accordance with the terms of this Attachment.
- 2.3 The Crown and the Pouakani Governance Entity shall attempt to agree and appoint a person who is suitably qualified and experienced in determining disputes about values of assets similar to the Pouakani Forest no later than the next Business Day after the date of expiration of the period of 15 Business Days commencing on the Valuation Date. If no agreement and appointment has been made by that date, the appointment shall be made by the President of the New Zealand Institute of Forestry at the request of either party.
- 2.4 An appointment under *paragraph 2.3* is made once the appointee has confirmed that he or she shall conduct an arbitration, if requested by the Crown and the Pouakani Governance Entity, in accordance with this Attachment.

VALUATION PROCESS

**3 PRESENTATION OF CROWN'S VALUATION REPORTS AND
POUAKANI GOVERNANCE ENTITY'S RESPONSE**

- 3.1 The Crown shall carry out an inspection of the Pouakani Forest in sufficient time to enable it to comply with *paragraph 3.2* by the Valuation Presentation Date. The Crown's Valuer shall give at least 5 Business Days' notice of the date, time and location of the inspection to the Pouakani Governance Entity's Valuer and give that valuer an opportunity to attend the inspection.
- 3.2 The Crown's Valuer shall prepare a valuation report which includes the assessment of Market Value and the Crown shall deliver a copy of the report to the Pouakani Governance Entity no later than the Valuation Presentation Date.
- 3.3 The Crown's Valuation Report shall:
- 3.3.1 meet the requirements of the New Zealand Institute of Forestry's Forest Valuation Standards and other relevant standards insofar as those requirements are consistent with the express provisions of this Deed and this Attachment;
 - 3.3.2 specify, as two components of the assessment of Market Value, an amount attributable to the Land and an amount attributable to the Trees;
 - 3.3.3 include an executive summary containing:
 - (a) a summary of valuation along with key valuation parameters;
 - (b) a summary of key issues affecting value; if any;
 - (c) the name of the valuer and his or her firm; and
 - (d) the signature of the valuer and lead valuer if applicable;
 - 3.3.4 attach appendices setting out:
 - (a) a statement of valuation policies; and
 - (b) relevant market and sales information.
- 3.4 No later than the Response Date, the Pouakani Governance Entity shall give notice in writing to the Crown that it either accepts or rejects the assessment of Market Value contained in the Crown's Valuation Report.

VALUATION PROCESS

- 3.5 If the Pouakani Governance Entity gives notice by the Response Date that it accepts the assessment of the Market Value contained in the Crown's Valuation Report or if the Pouakani Governance Entity fails to give notice by the Response Date, that assessment will be the Transfer Value for the purposes of this Section.
- 3.6 If the Pouakani Governance Entity gives notice by the Response Date that it rejects the assessment of the Market Value contained in the Crown's Valuation Report, *paragraph 4* will apply to the determination of the Transfer Value.

4 NEGOTIATIONS TO AGREE DISPUTED MARKET VALUES

- 4.1 A notice rejecting the assessment of Market Value under *paragraph 3.4* shall be accompanied by a copy of a valuation report which contains the Pouakani Governance Entity's Valuer's assessment of the Market Value. *Paragraph 3.3* applies to the Pouakani Governance Entity's Valuation Report.
- 4.2 The Crown and the Pouakani Governance Entity shall negotiate to attempt to agree to the Market Value. Where agreement is reached both representatives shall sign a statement identifying the amount which the parties have agreed is the Market Value and specifying as two components an amount attributable to the Land and an amount attributable to the Trees.
- 4.3 The amount agreed as the Market Value shall be the Transfer Value for the purposes of this Section.
- 4.4 Where agreement is not reached under *paragraph 4.2* by the next Business Day after the date of expiration of the period of 20 Business Days commencing on the Response Date, the determination of the Transfer Value shall be referred to an Arbitrator in accordance with *paragraph 5*.
- 4.5 The Crown's Valuer and the Pouakani Governance Entity's Valuer may, as part of the negotiations, disclose to the other relevant comparable sales evidence by no later than the next Business Day after the date of expiration of the period of 5 Business Days commencing on the Response Date.

5 DETERMINATION OF DISPUTED VALUES

- 5.1 Within 2 Business Days of *paragraph 4.4* applying, the Crown shall refer the dispute to the Arbitrator.
- 5.2 The Arbitrator shall promptly give notice of a meeting to be attended by the Crown and the Pouakani Governance Entity and their respective Registered Valuers, at a venue and time to be decided by the Arbitrator but not later than the



VALUATION PROCESS

next Business Day after the date of expiration of the period of 30 Business Days commencing on the Arbitration Commencement Date.

- 5.3 The Crown and the Pouakani Governance Entity shall by no later than 5.00 pm on the day which is 5 Business Days prior to the date of the meeting give to the Arbitrator (and to each other), the Crown's Valuation Report, the Pouakani Governance Entity's Valuation Report, sales evidence disclosed under *paragraph 4.5* and any submission or expert evidence based on that information which the Crown or the Pouakani Governance Entity intend to present at the meeting.
- 5.4 At the meeting, the Arbitrator shall establish a procedure and give each party to the arbitration the right to examine, cross examine and re-examine the Registered Valuers and other experts appointed by the other parties in relation to the information provided to the Arbitrator and otherwise have regard to the requirements of natural justice in the conduct of the meeting.
- 5.5 The Arbitrator shall hold the meeting and give his or her determination of the Market Value no later than the next Business Day after the date of expiration of the period of 50 Business Days commencing on the Arbitration Commencement Date.
- 5.6 Once the Arbitrator has determined the Market Value he or she shall serve notice on the Crown and the Pouakani Governance Entity of his or her decision. The determination shall specify, as two components of the Market Value, an amount attributable to the Land and an amount attributable to the Trees.
- 5.7 The Transfer Value for the purposes of this Section shall be the Arbitrator's determination of the Market Value. That determination shall be no higher than the higher, and no lower than the lower, of the assessment of Market Value contained in the Crown's Valuation Report and in the Pouakani Governance Entity's Valuation Report.
- 5.8 The determination of the Arbitrator shall be final and binding on the Crown and the Pouakani Governance Entity.

6 GENERAL PROVISIONS

- 6.1 The Crown and the Pouakani Governance Entity shall each bear their own costs in connection with the processes set out in this Attachment. The costs of the Arbitrator and the costs of the hire of a venue for the meeting referred to in *paragraph 5.2* shall be borne by the Crown and the Pouakani Governance Entity equally. However, in appropriate cases, the Arbitrator may award costs against

VALUATION PROCESS

the Crown or the Pouakani Governance Entity where the Arbitrator considers that it would be just to do so on account of unreasonable conduct.

- 6.2 The Crown and the Pouakani Governance Entity each acknowledge that they are required to use reasonable endeavours to ensure the processes set out in this Attachment operate in the manner, and within the timeframes, specified in this Attachment.
- 6.3 If the procedure set out in this Attachment is delayed through any event (such as the death or incapacity or unwillingness or inability to act of any Registered Valuer or the Arbitrator), the Crown and the Pouakani Governance Entity shall use reasonable endeavours and co-operate with each other to minimise the delay.

TERMS OF TRANSFER

ATTACHMENT 5.4
TERMS OF TRANSFER OF POUAKANI FOREST
(Clause 5.2.6, Terms of Transfer)

1 DEFINITIONS AND CONSTRUCTION

In this Attachment unless the context otherwise requires:

- 1.1 *Business Contracts* means those contracts to be assigned to and performed after the Transfer Date by the Purchaser as disclosed to the Purchaser under *clause 5.2.1* (and including contracts such as those identified in information provided pursuant to *paragraphs 2.7 and 3.10 of Attachment 5.2*);
- 1.2 *Crown Forestry Assets* means the Land and the Trees and the benefits and the rights of the Vendor under the Business Contracts including the benefits of bonds and guarantees, but does not include any structures, moveable huts or caravans owned by any third party or which were not valued in establishing the Purchase Price;
- 1.3 *Default Rate* means the FRA mid point 30 day bank bill rate as at 10.45 am on Reuters' page BKBM on the date on which the relevant payment becomes due and payable plus 500 basis points and compounded monthly;
- 1.4 *Forest* means the Pouakani Forest;
- 1.5 *GST* means Goods and Services Tax;
- 1.6 *Purchase Price* means the Transfer Value;
- 1.7 *Purchaser* means the Pouakani Governance Entity;
- 1.8 *Vendor* means the Crown.

2 SALE AND PURCHASE**2.1 Payment of Purchase Price**

- 2.1.1 On the Transfer Date the Purchaser shall pay to the Vendor by bank cheque or bank cheques drawn on a New Zealand registered bank and made payable to the order of The Treasury a sum equal to the Purchase Price plus GST.
- 2.1.2 If from any cause whatever (save the default of the Vendor) all or any part of the Purchase Price or any other moneys payable by the Purchaser to the Vendor is not

TERMS OF TRANSFER

paid upon the Transfer Date the Purchaser shall pay to the Vendor interest at the Default Rate on all or the part of the Purchase Price or other moneys so unpaid from the Transfer Date until payment in full of the Purchase Price and other moneys to the Vendor but this clause is without prejudice to any other rights or remedies available to the Vendor at law or in equity.

- 2.1.3 All insurance premiums, rentals, levies and other outgoings whatsoever usually charged upon any of the Pouakani Forest or the owner on account thereof and all rental and income from any of the Crown Forestry Assets shall unless otherwise agreed by the parties be apportioned as to time between the Vendor and the Purchaser on the Transfer Date and the appropriate payments if any shall be made on the Transfer Date by the Vendor and the Purchaser as the case may be.

3 SURVEY AND ISSUE OF TITLE AND ACCESS

- 3.1 The Vendor, if causing the Land to be surveyed, shall be responsible in all respects and shall pay all costs (including payment of any reserve fund contributions, development levies, survey costs and legal and registration fees) for the survey of the Land and the preparation of all plans and certificates necessary to enable a plan of the Land to be deposited in accordance with section 167 of the Land Transfer Act 1952.
- 3.2 The Vendor intends in the interests of better definition of the Land to use its best endeavours to have the necessary survey work carried out and completed and plans prepared and approved to enable plans, that will as far as is practicable match any diagrams or aerial photographs that have been used to delineate the boundaries of the Land pending completion of survey, to be deposited as soon as is reasonably practicable. Subject to *paragraphs 3.3 and 3.4*, the Purchaser shall not be entitled to postpone the Transfer Date or to withhold payment of any part of the Purchase Price on the grounds that as at the Transfer Date the survey work has not been completed and the boundaries of the Land can be delineated only by reference to such diagram or aerial photograph. No discrepancy as to area or boundaries disclosed by survey shall entitle either party to compensation.
- 3.3 In the event that as at the Transfer Date the survey work has not been completed or has been completed but the survey plan has not been deposited in accordance with section 167 of the Land Transfer Act 1952 or the Vendor is not able to adduce clear and unencumbered title to the Land (save for any encumbrances or interests that have been disclosed to the Purchaser under *clause 5.2.1*), the Vendor covenants for the benefit of the Purchaser and for any successors or assigns of the Purchaser that it will complete its obligations under *paragraphs 3.1 and 3.2* and adduce clear and unencumbered title to the Land (save as aforesaid) as soon as is

TERMS OF TRANSFER

reasonably practicable, but no later than five years after the Transfer Date. Such covenant shall (whether registered or not) have effect and be enforceable, notwithstanding it is positive in effect and there may be no dominant tenement. If, at the expiry of the period of five years after the Transfer Date, the Vendor is in default of any of its obligations under such covenant to complete the survey work or deposit any survey plan or to adduce such clear and unencumbered title, it shall be lawful for, but not obligatory upon, the Purchaser, but without prejudice to any other of its rights, powers or remedies under the covenant, at the cost and expense of the Vendor, to do and perform or to procure to be done and performed, all acts and things reasonably necessary for the full, or at the Purchaser's option partial, performance of such obligations of the Vendor under the covenant.

- 3.4 If at the Transfer Date, the Vendor has not been able to adduce clear and unencumbered title to the Land (save for any encumbrances or interests that have been disclosed to the Purchaser under *clause 5.2.1*) then:
- 3.4.1 the Vendor will not order any new certificates of title to the Land without obtaining the prior approval in writing from the Purchaser to the form and content of such order (such approval not to be unreasonably withheld);
- 3.4.2 the Vendor will not agree or consent to any new certificates of title being issued subject to any encumbrances, easements or outstanding interests other than those required by law or those disclosed to the Purchaser under *clause 5.2.1*; and
- 3.4.3 it is acknowledged by the Vendor that legal practicable access to the Land (which is intended to attach to the Land for the benefit of the registered proprietor for the time being of the Land) is essential to enable the Purchaser to enter upon and use the Land for forestry purposes. It is acknowledged by the Parties that some of the existing access rights to the Land are in the process of being formalised by the Vendor. The Vendor undertakes to continue to take all reasonable steps to so formalise these access rights as expeditiously as possible.
- 3.5 In the event that the Vendor is unable to assure to the Purchaser in a timely manner such legal practicable access to enable the Purchaser to enter upon and use the Land for forestry purposes, then the Vendor agrees that it will use its best endeavours to arrange without undue delay and, at no cost to the Purchaser, alternative legal practicable access for such purposes. If the Vendor is unable to arrange such alternative legal practicable access, with the adverse result that the Purchaser is unable to enter upon and use the Land for forestry purposes, the

TERMS OF TRANSFER

parties will recognise such adverse result in a manner that will provide reasonable compensation for the Purchaser for such adverse result, whether by an appropriate variation to this Attachment (either by way of a variation of the Purchase Price or by some other variation to the terms, or in the application of the terms, of this Attachment) or otherwise.

- 3.6 The Vendor agrees with the Purchaser that it will not, at any time, charge or seek any compensation for the grant or use of any rights of access across any lands of the Vendor over which access rights to the Land (being permanent rights that shall be granted or reserved appurtenant to the Land) are to be granted, provided that the Purchaser shall be bound to pay a share of any maintenance, repair or upgrading costs, where such share is commensurate with the use made of such access by the Purchaser.
- 3.7 The Purchaser acknowledges that for the avoidance of doubt the references in *paragraphs* 3.2 and 3.5 to “best endeavours” and in *paragraph* 3.4 to “reasonable steps” do not include initiating a change in the law or compulsory acquisition of any land or interest in land.

4 MARGINAL STRIPS

- 4.1 The Vendor acknowledges that the Trees to be sold by the Vendor and purchased by the Purchaser include any Trees growing or standing or, in the case of windthrow, lying on any adjoining marginal strip created by Part IVA of the Conservation Act 1987 as a consequence of the transfer of the Land.
- 4.2 Notwithstanding that such Trees are not on the Land, the Purchaser may manage and harvest such Trees in accordance with section 24H of the Conservation Act 1987 as if they were on the Land.

5 SETTLEMENT

- 5.1 Settlement of the transactions provided for in this Attachment (“Asset Transfer Settlement”) shall be held on the Transfer Date at 11.00 am at the office of The Treasury, 1 The Terrace, Wellington or at such other place as the Vendor and the Purchaser shall determine.
- 5.2 Upon Transfer Date the Purchase Price shall be paid by the Purchaser and, subject to payment of any GST that may have become due and payable prior to the Transfer Date:

TERMS OF TRANSFER

- 5.2.1 the Vendor shall, subject to *paragraph 6*, assign to the Purchaser all the Business Contracts and the Purchaser shall agree to perform and observe all the provisions of the Business Contracts that are on the part of the Vendor to be performed or observed; and
- 5.2.2 the Purchaser shall have (subject to the provisions of this Attachment) clear and unencumbered property in (other than for encumbrances, easements, rights and interests that have been previously disclosed to the Purchaser under *clause 5.2.1*) and possession of the Crown Forestry Assets and the Vendor shall:
- (a) hand to the Purchaser such registrable transfers, separate easement documents (where the easements have not been granted or reserved as the case may be in the relevant transfer), assignments or assurances in respect of the Crown Forestry Assets as may be necessary to vest in the Purchaser the full benefit of the Crown Forestry Assets (and in the case of the Land a fee simple estate therein) and to reserve to the extent permitted by this Attachment to the Vendor any rights over the Land;
 - (b) make delivery to the Purchaser of such of the Crown Forestry Assets as are capable of transfer by delivery;
 - (c) permit the Purchaser to enter into and take possession of the Crown Forestry Assets;
 - (d) deliver to the Purchaser (if so requested) books, records and files or copies thereof relevant to the continued management or operations of the Crown Forestry Assets after the Transfer Date so far as such books records and files relate solely to the Crown Forestry Assets. If such books, records and files relate in part to the Crown Forestry Assets the relevant parts shall be copied and so delivered to the Purchaser; and
 - (e) hand to the Purchaser (subject to *paragraph 6*) notices of the assignment of the Business Contracts addressed to the other party or parties thereto.
- 5.3 Where a transfer or easement document is also required to be executed by the Purchaser, the Vendor shall deliver the relevant document to the Purchaser a reasonable time prior to the Transfer Date to enable the

TERMS OF TRANSFER

document to be executed by the Purchaser. Promptly following execution, the Purchaser shall return the executed documents to the Vendor.

6 BUSINESS CONTRACTS

- 6.1 Notwithstanding anything in this Attachment to the contrary, this Attachment shall not constitute an agreement to assign any of the Business Contracts if any attempted assignment thereof, without the consent of another person or a governmental authority, would constitute a breach of any such Business Contract or in any way affect the rights of the Vendor or the Purchaser.
- 6.2 The parties agree to use their best endeavours to obtain all consents and waivers and to resolve all impracticalities of assignments or transfers necessary to convey to the Purchaser the relevant Business Contracts.
- 6.3 If such consents or waivers are not obtained, or if any attempted assignment would be ineffective, the Vendor or its authorised agent shall use its best endeavours to provide to the Purchaser the benefits of any such Business Contract and of any bonds or guarantees in such manner as may reasonably be required by the Purchaser, including, by way of example, purchasing under existing purchaser orders or contracts and reselling to the Purchaser at invoice price. The Vendor or its authorised agent shall promptly pay to the Purchaser when received all moneys received by the Vendor or its authorised agent under such Business Contract or any bonds or guarantees and, to the extent the Purchaser is provided the benefit of any such Business Contract, the Purchaser shall perform or discharge on behalf of the Vendor all of the Vendor's obligations and liabilities under each such Business Contract in accordance with the provisions thereof. The Purchaser shall not, however, be required to accept as a substitute for assignment, any arrangement that would require any additional cost, expense or liability on the Purchaser or would deprive the Purchaser of any benefit of the agreement constituted by this Attachment.
- 6.4 The Vendor indemnifies the Purchaser against all liability incurred by the Purchaser under any Business Contract assigned under *paragraph 5.2.2* attributable to any act, event or omission prior to the Transfer Date.
- 6.5 The Purchaser indemnifies the Vendor against all liability incurred by the Vendor under any Business Contract assigned under *paragraph 5.2.2* attributable to any act, event or omission after the Transfer Date.

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7 RISK AND INSURANCE

- 7.1 The Crown Forestry Assets shall remain at the sole risk of the Vendor until 11.00 am on the Transfer Date and from that time they shall be at the sole risk of the Purchaser.
- 7.2 In the event that after the Valuation Date and prior to 11.00 am on the Transfer Date any of the Crown Forestry Assets are destroyed or damaged and such destruction or damage has not been made good by 11.00 am on the Transfer Date then the following provisions shall apply:
- 7.2.1 if the destruction or damage has been substantial in terms of *paragraph 7.2.3* the Purchaser may:
- (a) complete the purchase at the Purchase Price, less a sum equal to the amount of the diminution in value as at the Transfer Date of the Crown Forestry Assets so destroyed or damaged; or
 - (b) cancel the agreement constituted by this Attachment by serving on the Vendor notice in writing whereupon the agreement constituted by this Attachment shall be at an end, and the Purchaser shall be entitled to the return of any money paid by the Purchaser, and neither party shall have any right or claim against the other;
- 7.2.2 if the destruction or damage has not been substantial in terms of *paragraph 7.2.3* the Purchaser shall complete the purchase on the Transfer Date at the Purchase Price less a sum equal to the amount of the diminution in value as at the Transfer Date of the Crown Forestry Assets so destroyed or damaged; and
- 7.2.3 damage to the Crown Forestry Assets shall be deemed to be substantial where the area of any of the Land on which Trees have been substantially damaged or destroyed exceeds 20% of the area of the Land on which Trees were growing or standing immediately prior to the damage or destruction.
- 7.3 Either party may serve on the other party notice in writing requiring that any dispute as to any matters arising from this *paragraph 7* be determined by an arbitrator to be appointed by the president or vice president for the time being of the Law Society for the district where the property is situated, and the party serving the notice may at any time thereafter refer the dispute for determination. If the dispute is not determined by the Transfer Date, then (except in the case of a

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dispute as to the reduction in the Purchase Price that the Purchaser claims to be entitled to under *paragraph 7.2.2*) the Transfer Date shall be deferred to the fifth Business Day following the date on which the dispute is determined. The arbitrator may determine that the Transfer Date shall not be deferred or shall be deferred to another day or days.

7.4 If the dispute relates to a claim by the Purchaser for a reduction in the Purchase Price under *paragraph 7.2.2* and such dispute is not determined by the Transfer Date, then:

7.4.1 settlement shall take place on the Transfer Date in accordance with *paragraph 5* as if there had been no destruction or damage; and

7.4.2 upon the determination of the dispute the Vendor shall pay to the Purchaser within 7 Business Days from such determination a sum equal to the diminution in value of the Crown Forestry Assets destroyed or damaged together with interest calculated from the Transfer Date to the date of payment by the Vendor at the FRA mid point 30 day bank bill rate as at 10.45 am on Reuters' page BKBM on the Transfer Date plus 200 basis points and compounded monthly.

8 INTERIM MANAGEMENT PERIOD

- 8.1 For the period from the Valuation Date until the Transfer Date ("the Interim Management Period") the Vendor shall continue to manage and protect the Pouakani Forest in a manner consistent with good forestry and timber industry practice except that the Vendor shall not carry out any harvesting or thinning operations.
- 8.2 Subject to the other provisions of this *paragraph 8*, it is acknowledged that the Vendor will so manage the Pouakani Forest during the Interim Management Period for the account and benefit of the Vendor which shall be entitled to retain all receipts income and profits from or in connection with the Pouakani Forest but which shall be responsible for the payment of all outgoings and expenses incurred in relation to the Interim Management Period in respect of the Pouakani Forest.
- 8.3 During the period from the Valuation Date to the Transfer Date, neither the Vendor nor the Vendor's forest manager shall enter into any contract in respect of the Pouakani Forest with a term (including any renewals) which extends beyond the Transfer Date without the approval, in writing, of the Purchaser.

9 RESEARCH COVENANTS

The Purchaser agrees and acknowledges that it shall enter into an agreement with New Zealand Forest Research Institute Limited to provide access for that Institute to certain research trials. The terms and conditions of such agreement are specified in the form of agreement set out in the Appendix to this *Attachment 5.4*.

10 DEFAULT

If, without the written agreement of the parties, Asset Transfer Settlement is not effected on the Transfer Date then (without prejudice to *paragraph 2.1.2* and without prejudice to the right of the party not in default to exercise any rights it may have to cancel the agreement constituted by this Attachment and to exercise its rights arising therefrom):

10.1 either the Vendor or the Purchaser may at any time thereafter (unless the agreement constituted by this Attachment has first been cancelled or become void) serve on the other of them notice in writing (an "Asset Transfer Settlement Notice") to effect Asset Transfer Settlement in accordance with *paragraph 5*, but the notice shall be effective only if the party serving it is at the time of service either in all material respects ready able and willing to proceed to effect Asset Transfer Settlement in accordance with the notice or is not so ready able and willing to effect Asset Transfer Settlement only by reason of the default or omission of the other party;

10.2 upon service of an Asset Transfer Settlement Notice, the party on which the notice is served shall effect Asset Transfer Settlement within 5 Business Days after the date of service of the notice (excluding the date of service) and in respect of that period time shall be of the essence but without prejudice to any intermediate right of cancellation (if any) by the other party;

10.3 if the Purchaser does not comply with the terms of an Asset Transfer Settlement Notice served by the Vendor then:

10.3.1 without prejudice to any other rights or remedies available to the Vendor at law or in equity the Vendor may:

(a) sue the Purchaser for specific performance; or

(b) cancel the agreement constituted by this Attachment by written notice and sue the Purchaser for damages; and

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- 10.3.2 the damages claimable by the Vendor under *paragraph 10.3.1(b)* shall be reduced by the amount received by the Vendor from any payments paid by the Purchaser but shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the Vendor on any bona fide resale of the Crown Forestry Assets. The amount of that loss may include:
- (a) the difference between the price which the Purchaser has agreed to pay for the Crown Forestry Assets pursuant to the agreement constituted by this Attachment and the price at which the Crown Forestry Assets are sold on any resale;
 - (b) interest on the unpaid portion of the Purchase Price at the Default Rate from the Transfer Date to the settlement of such resale; and
 - (c) all costs and expenses reasonably incurred in any resale or attempted resale;
- 10.4 if the Vendor does not comply with the terms of an Asset Transfer Settlement Notice served by the Purchaser then the Purchaser, without prejudice to any other rights or remedies available to it at law or in equity, may
- 10.4.1 sue the Vendor for specific performance; or
 - 10.4.2 without prejudice to any right of the Purchaser to damages (including all damages claimable at common law or in equity), give notice in writing to the Vendor cancelling the agreement constituted by this Attachment; and
- 10.5 nothing in this *paragraph 10* shall preclude a party from issuing proceedings for specific performance without giving an Asset Transfer Settlement Notice.

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11 REPRESENTATIONS AND WARRANTIES

- 11.1 The Vendor represents and warrants to the Purchaser as at the Selection Date and as at the Transfer Date that:
- 11.1.1 the Crown Forestry Assets are legally and beneficially owned by the Vendor;
 - 11.1.2 the Vendor has full power and authority to sell and transfer the Crown Forestry Assets;
 - 11.1.3 there are no agreements or restrictions (whether arising out of legislation, regulations, agreement or otherwise) preventing or restricting or inhibiting the Vendor from carrying out the sale and transfer of the Crown Forestry Assets in the manner required by the agreement constituted by this Attachment save as provided in that agreement;
 - 11.1.4 there is no material default on the part of the Vendor under the terms of any of the Business Contracts; and
 - 11.1.5 upon Asset Transfer Settlement the property in the Crown Forestry Assets will pass to the Purchaser free from any liabilities, claims, mortgages, liens, charges or other encumbrances other than as previously disclosed in writing by the Vendor to the Purchaser or as agreed to by the Purchaser pursuant to *paragraph 8.3*.
- 11.2 With effect from Asset Transfer Settlement, the Vendor covenants to indemnify and save harmless the Purchaser from and against any and all claims, actions, losses, damages or costs to which the Purchaser may be put or suffer by or as a result of any representation or warranty set forth in *paragraph 11.1* being incorrect or breached.
- 11.3 The representations and warranties set out in *paragraph 11.1* and the indemnity contained in *paragraph 11.2* shall survive Asset Transfer Settlement and shall continue in full force and effect for the benefit of the Purchaser.
- 11.4 The Purchaser hereby represents and warrants to the Vendor that it has full power and authority to purchase the Crown Forestry Assets and pay the Purchase Price.
- 11.5 With effect from Asset Transfer Settlement, the Purchaser covenants to indemnify and save harmless the Vendor from and against any and all claims, actions, losses and damages or costs to which the Vendor may be put or suffer by or as a result of

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any representation or warranty set out in *paragraph 11.4* being incorrect or breached.

- 11.6 The representations and warranties set out in *paragraph 11.4* and the indemnity contained in *paragraph 11.5* shall survive Asset Transfer Settlement and shall continue in full force and effect for the benefit of the Vendor.
- 11.7 No breach of any of the representations or warranties contained in this *paragraph 11* shall entitle either party to cancel or repudiate or void the agreement constituted by this Attachment or to exercise any remedies conferred by law other than to enforce and claim the benefit of the indemnity set out in this *paragraph 11*.

12 MISCELLANEOUS

12.1 No Assignment of Agreement

Neither the agreement constituted by this Attachment nor any of the rights or obligations under it may be assigned by the Vendor or by the Purchaser.

12.2 Further Assurances

Each of the parties to the agreement constituted by this Attachment shall, at the request of the other party, execute and deliver any further documents or assurances and do all acts and things that the other party may reasonably require to give full force and effect to the agreement constituted by this Attachment.

12.3 Provision of Information

- 12.3.1 The Purchaser shall provide to the Vendor such information and advice as the Vendor may reasonably require to assist the Vendor or the Vendor's forest manager to defend actions and claims relating to the management of the Crown Forestry Assets before the Transfer Date, and the Vendor will reimburse the Purchaser for the reasonable costs and expenses incurred by the Purchaser in doing so.
- 12.3.2 The Purchaser shall permit the Vendor and its employees and agents access at all reasonable times to all information held by the Purchaser in any form that it has received from the Vendor in relation to management of the Crown Forestry Assets before the Transfer Date.
- 12.3.3 **Nominee**
The Purchaser may, by giving written notice in writing to the Vendor no later than 10 Business Days prior to the Transfer Date, nominate another person to whom the Crown Forestry Assets shall be transferred but the Purchaser shall at all times

remain liable for all obligations on the part of the Purchaser under the agreement constituted by this Attachment.

12.3.4 **Fencing**

The Vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the Pouakani Forest and any contiguous land of the Vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the Vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the Pouakani Forest.

12.3.5 **Non-Merger**

The agreements obligations and warranties of the parties in the agreement constituted by this Attachment shall not merge with the sale and transfer of the Crown Forestry Assets but (to the extent that they have not been completed by performance on the Transfer Date) shall remain enforceable to the fullest extent notwithstanding any rule of law to the contrary.

12.3.6 **Lowest Price**

The Vendor and the Purchaser agree that the Purchase Price contains no interest component or element for income tax purposes (as the Pouakani Forest is to be transferred and the Purchase Price paid at the time the Purchaser acquires the first right in the Pouakani Forest).

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- 1.4 *the Land* means the land described in the First Schedule;
- 1.5 *the Landholder* means [] and includes any other owner for the time being of the Land; and
- 1.6 *the Occupier* means the occupier of the Land whether or not the occupier is the owner of the Land and includes the executors, administrators, successors, assigns, licensees, servants, agents, contractors, visitors and any other person on the Land with the express or implied consent of the occupier.

2 Construction

- 2.1 In this Agreement, unless the context otherwise requires, any reference to Sections or clauses or the Schedules are references to sections or clauses or the schedules of this Agreement.
- 2.2 Any headings in this Agreement have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of this Agreement.

3 Duration

- 3.1 This Agreement, in respect of each Forest Research Area, shall commence from the date of this Agreement and shall, unless stated otherwise in the special conditions in the Second Schedule, cease to apply to each Forest Research Area upon such Forest Research Area being clearfelled.
- 3.2 Where this Agreement has ceased to apply to every Forest Research Area this Agreement shall cease to apply to the Land.
- 3.3 Except as provided elsewhere in this Agreement, this Agreement may only be varied or cancelled by agreement between Forest Research and the Landholder.

4 Forest Research to have Access to the Land

The Occupier shall permit Forest Research to enter and remain on the Land for the purpose of examining and measuring a Forest Research Area and to carry out any other operations in or on such Forest Research Area which are consistent with the purpose for which such Forest Research Area was established provided that:



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- 4.1 Forest Research shall give reasonable prior notice to the Landholder and the Occupier of Forest Research's intention to enter the Land and of the reason for such entry;
- 4.2 Forest Research shall supply to the Landholder and the Occupier, free of charge, all data collected and data summarised from the Forest Research Area; and
- 4.3 the Landholder and the Occupier has the discretion to control any such entry and use by Forest Research for reasons relating to the safety of people on the Land or for the protection of trees, buildings, plant, equipment and related items on the Land.

5 Occupier to Notify Forest Research

The Occupier shall give Forest Research at least one month's notice in writing of any activity to be carried out in or likely to impact on any Forest Research Area so that Forest Research may undertake any necessary measurements or other operations in such Forest Research Area prior to the carrying out by the Occupier of such activity. The Occupier shall, where requested by Forest Research, supply to Forest Research, full details of all activities carried out in such Forest Research Area.

6 Restriction on Treatment

All silvicultural operations on any Forest Research Area shall only be undertaken by or under the control of Forest Research.

7 Ownership of Trees

The creation of this Agreement does not confer on Forest Research any proprietary right to or interest in the merchantable stem of any trees on any Forest Research Area.

8 Special Conditions

The Occupier shall comply with any special conditions relating to a Forest Research Area which are set out in the Second Schedule, and where there is any conflict between the general conditions in this Agreement and the special conditions set out in the Second Schedule then the special conditions in the Second Schedule shall prevail.

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9 Indemnity

Forest Research shall indemnify the Occupier and the Landholder against any damages caused by the negligence of the employees, agents or invitees of Forest Research associated with access to or use of a Forest Research Area, or otherwise based on any action, claim, demand, and or proceeding brought or prosecuted against the Occupier or the Landholder by any person in relation to access to or use of any Forest Research Area unless such action, claim, demand, award, proceedings, loss, damage or expense is caused or contributed to by any act, omission, neglect or breach of this covenant on the part of the Landholder or Occupier or any employee, contractor or agent of either of them Occupier.

[Add execution provisions]

FIRST SCHEDULE**THE LAND**

[Add description of Pouakani Forest]



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SECOND SCHEDULE**FOREST RESEARCH AREAS****(Pouakani Forest)**

The Forest Research Areas to be included in the agreement with New Zealand Forest Research Institute Limited are:

| Trial | | Area | Planting | | Comments | Special Conditions |
|---|-------------|--------|---------------|------|----------|--------------------|
| Identifier | Compartment | (ha) | Species | Year | | |
| [details of research trials subject to agreement to be completed] | | | | | | |
| AK 0963/13 | 94/01 | 0.1662 | Pinus radiata | 1977 | | |
| AK 0963/15 | 94/01 | 0.1257 | Pinus radiata | 1977 | | |

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| Trial | | Area | | Planting | | | |
|-------------------|--------------------|-------------|----------------|-----------------|-----------------|--|---------------------------|
| Identifier | Compartment | (ha) | Species | Year | Comments | | Special Conditions |

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ATTACHMENT 5.5**TIMETABLE****(clause 5.6.5)**

This Attachment summarises the timetable for the main events required by section 5. If there is any discrepancy between this Attachment and the provisions elsewhere in the Deed, those provisions shall prevail. The timetable, in general, sets out the maximum time within which an event must be completed.

| Event | Timetable | Description |
|-----------------------------|---|---|
| Deed Date | | The date on which the Deed was signed |
| Valuation Date (VD) | | The date at which Pouakani Forest is to be valued. It is the later of the dates on which the deed becomes unconditional and the Pouakani Governance Entity is established |
| Disclosure Date | VD plus 5 Business Days | The date by which the Crown must supply the disclosure data (clause 5.2.1) |
| Appoint valuers | VD plus 5 Business Days | See paragraph 2.1, Attachment 5.3 |
| Appoint arbitrator | VD plus 15 Business Days | See paragraph 2.3, Attachment 5.3 |
| Valuation Presentation Date | VD plus 20 Business Days | The date by which the Crown must present its valuation report to the Pouakani Governance Entity (see paragraph 3.2, Attachment 5.3) |
| Response Date (RD) | VD plus 50 Business Days | The date by which the Pouakani Governance Entity must accept or reject the Crown's assessment of Market Value |
| End Valuation Negotiations | RD plus 20 Business Days (equivalent to VD plus 70 Business Days) | The date by which the Crown and the Pouakani Governance Entity must agree the Transfer Value or refer to the Arbitrator. Only applies if the Pouakani |

| Event | Timetable | Description |
|---|--|---|
| Arbitration Commencement Date (ACD) | End valuation negotiations plus 2 Business Days (ie. RD plus 22 Business Days) (Equivalent to VD plus 72 Business Days) | Governance Entity rejects the Crown's assessment of Market Value |
| Arbitration Completion | ACD plus 50 Business Days (Equivalent to VD plus 122 Business Days) | The date by which the Crown must refer a dispute over Market Value to the Arbitrator |
| Agree or determine Transfer Value (ATV) either: | VD plus 50 Business Days (ie. Response Date) | The date by which the Arbitrator must have heard the dispute and presented the determination of Market Value. |
| | or VD plus 70 Business Days (ie. end valuation negotiations) | Applies if Pouakani Governance Entity accepts Crown's assessment of Market Value |
| | or VD plus 122 Business Days | Applies if Crown and Pouakani Governance Entity negotiate the Market Value |
| Selection Date (SD) | ATV plus 10 Business Days | Applies if Market Value determined by Arbitrator |
| Transfer Date | SD plus 20 Business Days (ie. ATV plus 30 Business Days) | The date by which the Pouakani Governance Entity must notify the Crown that it has chosen to acquire the Pouakani Forest |
| | | The date by which the Crown must transfer the Pouakani Fforest to the Pouakani Governance Entity |

SECTION 6: BOUNDARY CLAIMS**6.1 DEFINITIONS**

In this *Section 6*, unless the context requires otherwise:

Added Land means any part of Block B9A included in Block B9B as a result of the survey of the North Western Boundary under *clauses 6.4.1 to 6.4.3*;

Block B9A means Pouakani B9A Block, South Auckland Registry;

Block B9B means Pouakani B9B Block, South Auckland Registry;

Completion Date means:

- (a) the last Business Day in the month of March which first occurs after the later of:
 - (i) the Settlement Date; and
 - (ii) the date which is 20 Business Days after the date on which the Crown completes the acquisition of Tahae Farm from Landcorp;
or
- (b) if that Business Day falls within 6 months of whichever of the dates in (a) (i) and (ii) is applicable, the first anniversary of that Business Day;

Encumbrances means any lease, licence, permit, easement, access arrangement, consent and third party right whether registered or unregistered as at the date of this Deed;

Landcorp means Landcorp Farming Limited;

Lease means any tenancy, lease or licence to occupy affecting the whole or part of Tahae Farm at the date of this Deed *together* with any permitted amendment to all material documents or such rights of occupation;

Stewardship Land means approximately 250 acres of land (less any land reserved as marginal strip pursuant to Part IVA of the Conservation Act 1987) as shown on the plan set out in *Attachment 6.1* located within that part of Block C1A that is bounded by Blocks B9A and C1B2 and by the Mihanga Stream, to be surveyed by the Crown pursuant to *clause 6.5.1*;

Tahae Farm means that parcel of the land comprised in Certificate of Title 49D/847 (South Auckland Registry);

Western Area means the area of land within the western boundary of the Pouakani Block as defined in section 29 of the Native Land Court Acts Amendment Act 1889 and the western boundary of the Pouakani Block as approved by the Native Land Court in 1891.

6.2 CONFIRMATION OF THE WESTERN BOUNDARY

6.2.1 Confirmation of Boundary

The Pouakani People and the Crown confirm that the western boundary of the Pouakani Block was correctly defined in section 29 of the Native Land Court Acts Amendment Act 1889 (as confirmed by the 1996 decision of the Maori Land Court (6 December 1996, Gisborne, (68 Taupo Minute Book 122A-L) and that the settlement of the Boundary Claims has been reached on that basis. For the avoidance of doubt, notwithstanding that the survey of an alternative western boundary of the Pouakani Block as approved by the Native Land Court in 1891 does not comply with the definition in section 29 of the Native Land Court Acts Amendment Act, the ownership of the Western Area shall not be disturbed.

6.2.2 Settlement Legislation

The Settlement Legislation will provide that:

- (a) the western boundary of the Pouakani Block as defined in section 29 of the Native Land Court Acts Amendment Act 1889, shall be re-confirmed; and
- (b) the survey of the western boundary of the Pouakani Block as approved by the Native Land Court in 1891 shall remain valid for the purpose of the boundaries of internal subdivisions within the Pouakani Block and the Maraeroa Block; and
- (c) the Crown's ownership of the Western Area is confirmed as is that of the owners of the land comprised in Certificate of Title 44C/4 (South Auckland Registry).

6.3 TRANSFER OF TAHAE FARM

6.3.1 Transfer

On the Completion Date, the Crown shall transfer the Tahae Farm to the Pouakani Governance Entity.

6.3.2 No monetary consideration

The Crown agrees that the transfer of the Tahae Farm will be made without monetary consideration.

6.3.3 Terms of Transfer

On the Completion Date, the Crown shall concurrently hand to the Pouakani Governance Entity the certificate of title and a registrable transfer for the Tahae Farm. The Tahae Farm is to be transferred subject to all matters affecting or benefiting the title to the Tahae Farm as at the Completion Date.

6.3.4 Transfer of Tahae Farm in its state and condition as at the date of this Deed

The Pouakani People and the Crown agree that, subject to *clause 6.3.6*, the Tahae Farm is to be transferred in its state and condition as at the date of this Deed and that neither the Pouakani People nor the Pouakani Governance Entity will have future recourse, claim or action against the Crown, nor will the Pouakani People or the Pouakani Governance Entity seek future recompense from the Crown in relation to the state or condition of the Tahae Farm.

6.3.5 Pouakani Claims Trust acknowledge reasonable access to inspect provided

The Pouakani Claims Trust and the Crown acknowledge and record that prior to the date of this Deed the Pouakani Claims Trust had the opportunity to inspect the Tahae Farm and satisfy itself as to the state and condition of the Tahae Farm to be transferred to the Pouakani Governance Entity.

6.3.6 Maintenance of Tahae Farm

The Crown shall until the Completion Date, farm Tahae Farm in accordance with the accepted practice of good husbandry in the district (including the application of any necessary fertiliser).

6.3.7 Tenancy Arrangements

During the period until the transfer of the Tahae Farm, the Crown shall:

- (a) not approve any assignment or subletting, or renew, grant or vary any Lease without the prior written consent of the Pouakani Claims Trust. The Pouakani Claims Trust shall not unreasonably or arbitrarily withhold or delay consent where Landcorp is obliged to give approval or to renew, grant or vary any Lease under the provisions of any Lease;

- (b) negotiate any rent review or rent payable on any renewal of Lease to obtain the best rent reasonably obtainable under the Lease. The Crown shall not agree to the rent payable on a review or renewal of Lease without first obtaining the written consent of the Pouakani Claims Trust. The Pouakani Claims Trust shall not unreasonably or arbitrarily withhold or delay consent and shall not withhold consent where the rent proposed is supported by a report obtained by the Crown from an independent registered valuer; and
- (c) keep the Pouakani Claims Trust fully informed as to any legal proceeding or arbitration threatened or commenced by Landcorp, or by any party against Landcorp, in any matter relating to the Tahae Farm, and shall take steps to commence or continue any such proceedings or arbitration in good faith.

6.3.8 Costs

The Crown will pay for all costs incurred or required in order to transfer the Tahae Farm to the Pouakani Governance Entity.

6.3.9 Not conditional

Clause 9.1 (which provides that this Deed is conditional upon the Settlement Legislation coming into force) does not apply to *clauses 6.3.6* and *6.3.7*.

6.4 REGULARISING THE BOUNDARY OF POUAKANI BLOCK B9B

6.4.1 Survey of Block B9B

After discussion with the surveyor retained by the Pouakani Claims Trust, the Crown will at its cost, arrange for Block B9B to be surveyed so that the boundaries are:

- (a) more or less the same as those on the map set out in *Attachment 6.2*; and
- (b) capable of redefinition; and
- (c) of a sufficient standard to support the issue of title.

6.4.2 Survey Office Plan 58350

In carrying out the survey of the boundaries of Block B9B, the survey information set out in Survey Office Plan 58350 may be used.

6.4.3 Survey of North Western Boundary

If it is not practicable to survey the North Western boundary along the line marked D to C on the map set out in *Attachment 6.2*, such part of Block B9A as

is shown in hatch on this map may be included as is necessary to allow the survey of that boundary to be completed, provided that not more than 140 acres of Block B9A shall be included within the surveyed boundaries of Block B9B. The Crown shall then have the survey plan of Block B9B deposited prior to the expiry of the period referred to in *clause 9.3.1*.

6.4.4 Settlement Legislation

The Settlement Legislation will provide that:

- (a) The boundaries of Block B9B are as shown on the survey plan prepared in accordance with *clauses 6.4.1 to 6.4.3*; and
- (b) The Added Land shall cease to have the status of conservation park; and
- (c) The fee simple estate in the Added Land shall be vested in the Pouakani B9B Trust as Maori Freehold Land subject to all Encumbrances without charge to the Pouakani B9B Trust; and
- (d) The vesting of the Added Land in the Pouakani B9B Trust shall not constitute a subdivision of land for the purposes of Section 11 or Part X of the Resource Management Act 1991.

6.4.5 Vesting of Added Land

The vesting of the Added Land pursuant to *clause 6.4.4(c)* will be at the request and direction of the Pouakani Claims Trust.

6.4.6 Cessation and vesting to occur on Settlement Date

The Settlement Legislation will provide that the cessation and vesting of the Added Land pursuant to *clause 6.4.4* shall be effected on the Settlement Date.

6.4.7 Issue of Certificate of Title for Block B9B

The Settlement Legislation will provide that the Registrar General of Land must issue a certificate of title for the fee simple estate in Block B9B as Maori freehold land, under the Land Transfer Act 1952, the boundaries of which shall be as set out in the survey plan deposited in accordance with *clauses 6.4.1 to 6.4.3*. The certificate of title shall include a sufficient description of any easement, mortgage or other registrable or notable encumbrance over Block B9B (including any registrable Encumbrance relating to the added land, disclosed under *clause 6.4.8*) and particulars as to the rights, powers, terms, covenants, conditions and restrictions attaching to it. The Settlement Legislation will also provide that this certificate of title must be issued as soon as reasonably practicable after the Settlement Date, and in any event, no later

than 12 months after the Settlement Date (or such later date as may be agreed in writing by the Pouakani Governance Entity and the Crown).

6.4.8 Existing Encumbrances

The Crown agrees that:

- (a) Not later than 6 months after the date of this Deed, it will disclose to the Pouakani B9B Trust Encumbrances existing at the date of this Deed of which it is aware over, relating to or affecting the Added Land and any outstanding enforcement or other notice, requisition or proceeding issued under any code by any relevant authority; and
- (b) The Settlement Legislation will provide, without requiring the registration of Encumbrances that are not normally registrable, that the vesting of the Added Land will be subject to those existing Encumbrances disclosed by the Crown to the Pouakani B9B Trust pursuant to *clause 6.4.8(a)*.

6.4.9 Disclosure of Existing Encumbrances

The Pouakani People and the Crown acknowledge and record that, pursuant to *clause 6.4.8(a)*, the Crown has agreed to make certain disclosures. However, it is the responsibility of the Pouakani B9B Trust to satisfy itself as to the terms and nature of those Encumbrances and other matters and as to any other matters relating to the interests. Accordingly, without limiting the Crown's agreement in *clause 6.4.8(a)* to disclose the existence of Encumbrances and other matters, the Crown does not give any warranty to the Pouakani People or the Pouakani B9B Trust:

- (a) As to the terms of any Encumbrances;
- (b) As to the accuracy, validity or completeness of any information provided to the Pouakani B9B Trust with respect to such Encumbrances, or otherwise relating to the Added Land; or
- (c) As to any statute, regulation or by-law or powers, rights and obligations thereunder, including any outstanding enforcement or other notice, requisition or proceeding issued under any code by any relevant authority, relating to or affecting the Added land.

6.4.10 Not Conditional

Clause 9.1 (which provides that this Deed is conditional upon the Settlement Legislation coming into force and the establishment of the Pouakani Governance Entity) does not apply to *clauses 6.4.1 to 6.4.3*.

6.5 TRANSFER OF STEWARDSHIP LAND

6.5.1 Survey of Stewardship Land

The Crown will, at its cost, arrange for the Stewardship Land to be surveyed.

6.5.2 Transfer of Stewardship Land

The Settlement Legislation will provide that:

- (a) the Stewardship Land shall cease to be stewardship land under the Conservation Act 1987; and
- (b) the fee simple estate in the Stewardship Land is vested in the Pouakani Governance Entity as Maori freehold land subject to all Encumbrances without charge to the Pouakani Governance Entity.

6.5.3 Cessation and vesting to occur on Settlement Date

The Settlement Legislation will provide that the cessation and vesting of the Stewardship Land pursuant to *clause 6.5.2*, including the removal from the Stewardship Land of any conservation or other form of status shall be effected on the Settlement Date.

6.5.4 Vesting of Stewardship Land in its state and condition as at the date of this Deed

The Pouakani People and the Crown agree that the Stewardship Land is to be vested in its state and condition as at the date of this Deed and that neither the Pouakani People nor the Pouakani Governance Entity will have future recourse, claim or action against the Crown, nor will the Pouakani People or the Pouakani Governance Entity seek future recompense from the Crown in relation to the state or condition of the Stewardship Land.

6.5.5 Pouakani People acknowledge reasonable access to inspect provided

The Pouakani People and the Crown acknowledge and record that prior to the date of this Deed the Pouakani Claims Trust had the opportunity to inspect the Stewardship Land and satisfy itself as to the state and condition of the Stewardship Land to be vested in the Titiraupenga Trust.

6.5.6 Costs of Transfer

The Crown will pay for all costs incurred or required in order to vest the Stewardship Land in the Pouakani Governance Entity.

6.5.7 Issue of Certificate of Title

The Settlement Legislation will provide that as the fee simple estate in the Stewardship Land to be vested in the Pouakani Governance Entity is land other than land registered under the Land Transfer Act 1952, the Registrar General of Land must issue a certificate of title for the fee simple estate in the Stewardship Land under the Land Transfer Act 1952.

6.5.8 Issue of Certificate of Title as soon as reasonably practicable

The Settlement Legislation will further provide that a certificate of title for the Stewardship Land, must be issued pursuant to *clause 6.5.7* as soon as reasonably practicable after the Settlement Date and, in any event, no later than 12 months after the vesting of the Stewardship Land (or such later date as may be agreed in writing by the Pouakani Governance Entity and the Crown).

6.5.9 Other matters to be provided in the legislation

The Settlement Legislation will provide that:

- (a) section 26 of the Conservation Act 1987 does not apply to the cessation of the Stewardship Land's status as a conservation area where the Stewardship Land is vested in the Pouakani Governance Entity by the Settlement Legislation;
- (b) the vesting of the fee simple estate in the Stewardship Land in the Pouakani Governance Entity is deemed to be a disposition by the Crown for the purpose of Part IVA of the Conservation Act 1987; and
- (c) section 11 and Part X of the Resource Management Act 1991 will not apply to the vesting of the fee simple estate in the Stewardship Land pursuant to *clause 6.5.1*, or anything incidental to, or required for the purposes of, any such transfer.

6.5.10 Existing Encumbrances

The Crown agrees that:

- (a) not later than 6 months after the date of this Deed, it will disclose to the Pouakani Claims Trust Encumbrances existing at the date of this Deed of which it is aware over, relating to or affecting the Stewardship Land and any outstanding enforcement or other notice, requisition or proceeding issued under any code by any relevant authority; and

- (b) the Settlement Legislation will provide, without requiring the registration of Encumbrances that are not normally registrable, that the vesting of the Stewardship Land will be subject to those existing Encumbrances disclosed by the Crown to the Pouakani Claims Trust pursuant to *clause 6.5.10(a)*.

6.5.11 Disclosure of Existing Encumbrances

The Pouakani People and the Crown acknowledge and record that, pursuant to *clause 6.5.10(a)*, the Crown has agreed to make certain disclosures. However, it is the responsibility of the Pouakani Claims Trust to satisfy itself as to the terms and nature of those Encumbrances and other matters, and as to any other matters relating to the interests. Accordingly, without limiting the Crown's agreement in *clause 6.5.10(a)* to disclose the existence of Encumbrances and other matters, the Crown does not give any warranty to the Pouakani People or the Pouakani Governance Entity:

- (a) as to the terms of any Encumbrances;
- (b) as to the accuracy, validity or completeness of any information provided to the Pouakani People or the Pouakani Claims Trust with respect to such Encumbrances, or otherwise relating to the Stewardship Land; or
- (c) as to any statute, regulation or by-law or powers, rights and obligations thereunder, including any outstanding enforcement or other notice, requisition or proceeding issued under any code by any relevant authority, relating to or affecting the Stewardship Land.

6.5.12 Crown to maintain condition of property

The Crown agrees that between the date of this Deed and the Settlement Date it will maintain and administer the Stewardship Land in substantially the same condition as at the date of this Deed (subject to events beyond the control of the Crown) and in accordance with its existing management and administration of such land.

6.5.13 Errors and misdescriptions

The description of the Stewardship Land in *clause 6.1* is believed to be correct. If it is established that any error, misdescription or other inconsistency has occurred or exists, the Crown's obligations shall be limited to correcting the error, misdescription or other inconsistency.

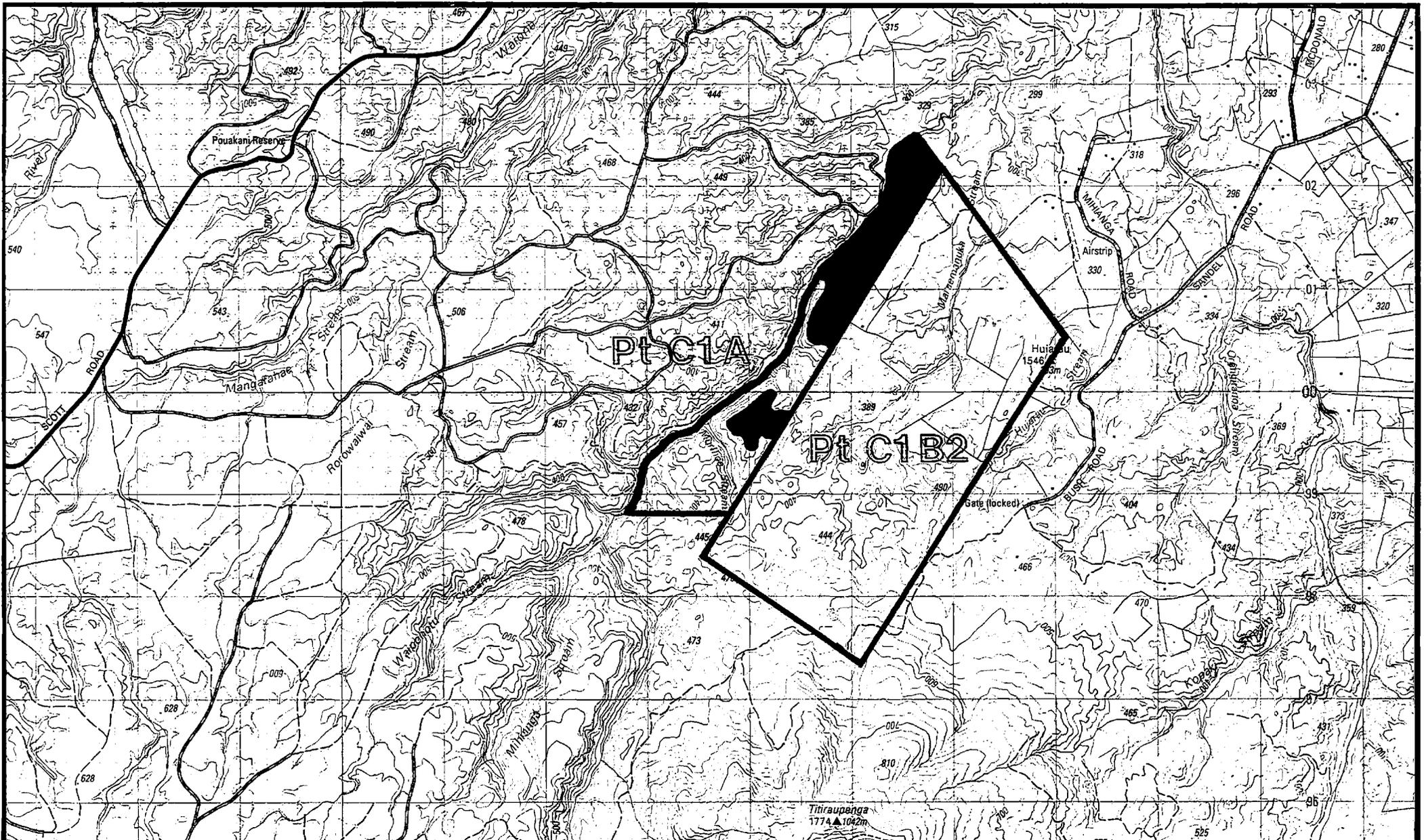
6.5.14 Fencing costs

The Pouakani People and Crown agree that, notwithstanding anything to the contrary in the Fencing Act 1978, if either the Pouakani Governance Entity or

the Crown wishes to erect a fence on the boundary between the Stewardship Land and the adjoining Crown land the other party will not be liable to contribute to the work on or costs of erection of that fence or the work on or costs of subsequent repairs to that fence unless it agrees in writing to contribute to such work or costs before they are required or incurred.

6.5.15 Not conditional

Clause 9.1 (which provides that this Deed is conditional upon the coming into force of the Settlement Legislation) does not apply to *clauses 6.5.10* and *6.5.12* or to the obligation to survey the Stewardship Land contained in *clause 6.5.1*.



South Auckland Land District
 Territorial authority :
 Taupo District



C1A - Gifting of Stewardship Area

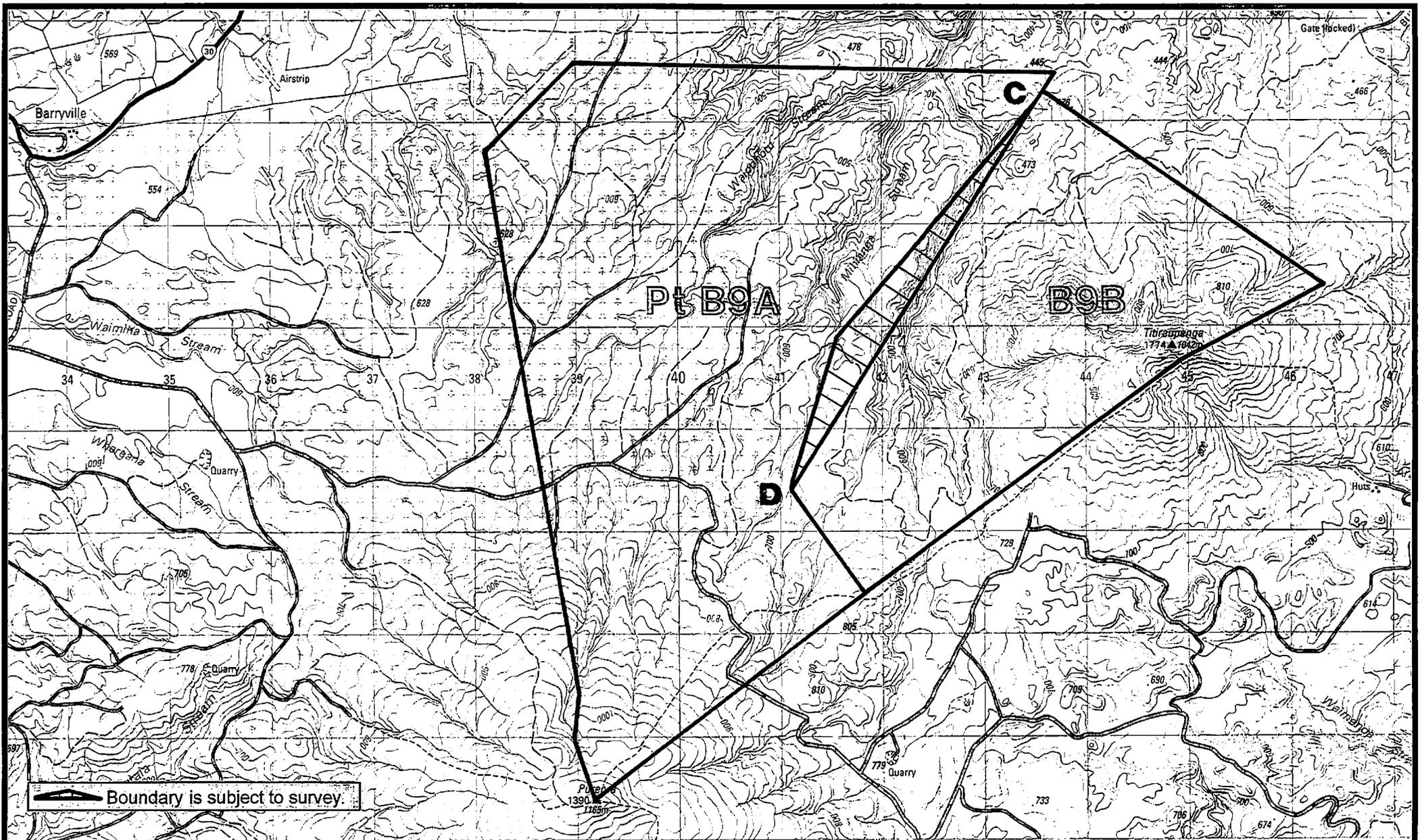
Area referred to in Section 6.5 of the Deed of Settlement
 for the Pouakani Claim

Approved as to boundaries :

[Signature]
 for and on behalf of Pouakani

.....
 for and on behalf of The Crown

Attachment 6. /




South Auckland Land District
Territorial authority :
Taupo District



TERRALINK NZ LIMITED

Regularising the Boundary of Pouakani B9B

**Area referred to in Section 6.4 of the Deed of Settlement
for the Pouakani Claim**

Approved as to boundaries :

 for and on behalf of Pouakani

 for and on behalf of The Crown

Attachment 6.2

SECTION 7: THE POUAKANI PEOPLE'S ACKNOWLEDGEMENTS AND AGREEMENTS

7.1 POUAKANI PEOPLE'S AGREEMENTS

The Pouakani People agree:

- 7.1.1 That this Deed and the Settlement Legislation will, with effect from the Settlement Date, settle all the Pouakani Historical Claims and the Boundary Claims and the Crown will, from that date, be released and discharged in respect of the Pouakani Historical Claims and the Boundary Claims, and the Settlement Legislation will contain a provision to that effect pursuant to *clause 9.3.1(b)*; and
- 7.1.2 That the Settlement Legislation will:
- (a) Declare that, without limiting the acknowledgements expressed in, or any of the provisions of, this Deed, the Settlement is final, as provided in *clause 9.3.1(c)*; and
 - (b) Provide for the removal of the jurisdiction of the Courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of:
 - (i) The Pouakani Historical Claims; or
 - (ii) The Boundary Claims; or
 - (iii) The validity of this Deed; or
 - (iv) The adequacy of the redress provided to the Pouakani Governance Entity and other parties by the Crown under this Deed; or
 - (v) The Settlement Legislation,(but not for the removal of such jurisdiction in respect of the implementation or interpretation of this Deed or the Settlement Legislation), as provided in *clause 9.3.1(d)*; and
- 7.1.3 Subject to due compliance by the Crown with *clause 9.3*, to support the passing of the Settlement Legislation referred to in *clause 9.3* and any other legislation required to give effect to this Deed and to achieve

certainty, finality and durability of the obligations undertaken by each party in order to achieve the Settlement;

7.1.4 The redress provided by the Crown pursuant to this Deed (other than that referred to in *clause 7.2.4*) will be administered for the benefit of the present and future members of the Pouakani People; and

7.1.5 The Settlement Legislation will provide that the Memorials shall be removed from the land comprised in:

- (a) Certificate of Title 49D 847; and
- (b) The Pouakani Block,

and that nothing in the following statutory provisions will apply to such land from the Settlement Date:

- (i) Sections 8A to 8H of the Treaty of Waitangi Act 1975;
- (ii) Sections 27A to 27C of the State Owned Enterprises Act 1986;
- (iii) Part III of the New Zealand Railways Corporation Restructuring Act 1990;
- (iv) The amendments made to the Treaty of Waitangi Act by Part IV of the New Zealand Railways Corporation Restructuring Act 1990;
- (v) Sections 211 to 213 of the Education Act 1989.

7.2 ACKNOWLEDGEMENTS BY THE POUAKANI PEOPLE

The Pouakani People acknowledge that:

7.2.1 The Crown has acted honorably and reasonably in relation to the Settlement; and

7.2.2 The Settlement is final; and

7.2.3 The Pouakani People and the Crown intend that the rights and obligations on the part of the Pouakani Claims Trust and the Pouakani Governance Entity in this Deed are for the benefit of, and binding upon, the Pouakani People and that, except as provided in *clause*

7.2.4, the Settlement is not for the benefit of any individual, particular whanau, particular marae or particular hapu (except to the extent that, after the Settlement Date, the Pouakani Governance Entity determines in accordance with its relevant governance procedures); and

7.2.4 The Pouakani People and the Crown intend that the redress described in *clause 2.3.1(b)(iii)* is intended for the beneficiaries of that redress.

7.3 WAITANGI TRIBUNAL

The Pouakani Claims Trust must ensure that counsel for the Wai 33 and Wai 405 claimants will, on the Settlement Date, advise the Waitangi Tribunal by written memorandum in the form approved by the Crown of the Settlement, the terms on which the Settlement has been reached and request that the Waitangi Tribunal amend its register to reflect that all of the Wai 33 and Wai 405 claims (other than to the extent noted in *clause 1.2.2*) have been settled. The Crown must ensure that counsel for the Crown signs an acknowledgement of the matters referred to in the memorandum in accordance with the requirements of the Waitangi Tribunal.

7.4 DISCONTINUANCE OF PROCEEDINGS

7.4.1 The Pouakani Claims Trust must on or before the Settlement Date, obtain from any applicant or plaintiff in respect of existing proceedings bought in relation to the Pouakani Historical Claims or the Boundary Claims and deliver to the Crown, a notice of discontinuance of the proceedings in respect of the litigation, signed by the solicitor for the applicant or plaintiff to those proceedings, including but not limited to:

- (a) from the applicant in relation to an application by J H Paki under Section 45 of the Te Ture Whenua Maori Act 1993 in respect of Pouakani B9A and B9B Blocks (decision of Judge Issac, 6 December 1996, 68 Taupo Minute Book 122A to 122L); and
- (b) the plaintiffs in relation to proceedings claiming damages under an agreement for settlement of damages (CP144/90 High Court Hamilton Registry, *Paki and Ors v Attorney – General*); and
- (c) the applicant in relation to an application for an injunction restraining the Crown from enforcing a mortgage over the Pouakani B9B Trust's lands (CP323/91 High Court Hamilton Registry, *Paki and Ors v Attorney General (on behalf of Iwi Transition Agency)*).

7.4.2 In the event that the Pouakani Claims Trust is unable to provide each notice of discontinuance prior to the Settlement Date:

- (a) The Pouakani Claims Trust must continue to use its best endeavours to secure each notice of discontinuance from the relevant applicant or plaintiff in the litigation; and
- (b) The Pouakani People acknowledge that the Crown may through the Settlement Legislation terminate such proceedings on the same basis as if they had been discontinued by the applicant.

7.5 POUAKANI GOVERNANCE ENTITY

7.5.1 Establishment of Pouakani Governance Entity

The Pouakani Claims Trust acknowledges and agrees, as soon as practicable following the date of this Deed and in any event within 6 months of the date of this Deed, to procure the establishment of a Pouakani Governance Entity (*Pouakani Governance Entity*) which the Crown is satisfied:

- (a) Has been ratified by the Pouakani People (by a process agreed by the Pouakani Claims Trust and the Crown) as an appropriate body to or in which the Crown will pay, credit, transfer or vest the redress referred to in *clauses 2.3.1(a)(ii), (iv) and (v) and 2.3.1(b)(i), (ii) and (iv)*; and
- (b) Has a governance structure that:
 - (i) Represents all members of the Pouakani People;
 - (ii) Has transparent decision-making and dispute resolution processes; and
 - (iii) Is fully accountable to the Pouakani People.

7.5.2 Pouakani Governance Entity receives redress

The Pouakani People agree that the Crown will pay, credit, transfer or vest the redress referred to in *clauses 2.3.1(a)(ii), (iv) and (v) and 2.3.1(b)(i), (ii) and (iv)* to or in the Pouakani Governance Entity on the terms set out in this Deed.

7.5.3 Redress administered for Pouakani People

The Pouakani People agree that the redress referred to in *clause 7.5.2* will be administered by the Pouakani Governance Entity for the benefit of the present and future members of the Pouakani People.

7.5.4 Deed of Covenant

The Pouakani People agree that, upon establishment of the Pouakani Governance Entity in accordance with *clause 7.5.1*, they will procure the

Pouakani Governance Entity to execute a Deed of Covenant in the form set out in *Attachment 7.1*.

7.5.5 Crown to be informed of progress

The Pouakani Claims Trust will use its best endeavours to procure the establishment of the Pouakani Governance Entity and execution of the Deed of Covenant by the Pouakani Governance Entity within the time period specified in *clause 7.5.1* and will keep the Crown regularly informed as to progress in establishing the Pouakani Governance Entity.

7.5.6 Right to Terminate

If the Pouakani Governance Entity has not been established and executed a Deed of Covenant in accordance with *clause 7.5.4* within 6 months of the date of this Deed (or such later date as the Pouakani Claims Trust and the Crown may agree in writing), then the Crown may by notice to the Pouakani Claims Trust, terminate this Deed.

7.5.7 Introduction of Legislation

Notwithstanding *clause 9.3.1*:

- (a) The Crown shall not be required to propose the Settlement Legislation for introduction until the Pouakani Governance Entity has been established and has executed a Deed of Covenant in accordance with *clause 7.5.4*; and
- (b) In the event the Settlement Legislation has not been introduced by the time the Pouakani Governance Entity has been established and has executed a Deed of Covenant, the Crown will propose the Settlement Legislation within 6 months of the date of the Deed of Covenant is executed by the Pouakani Governance Entity.

7.5.8 Not Conditional

Clause 9.1 (which provides that this Deed is conditional on the Settlement Legislation coming into force) does not apply to *clauses 7.5.1, 7.5.4 and 7.5.5*.

7.6 NO OTHER CLAIMS

The Pouakani Claims Trust represents to the Crown that as far as they are aware there are no other parties who have claims or grievances against the Crown in respect of the matters referred to in the Wai 33 or the Wai 405 claims or the Boundary Claims, other than the claims to the Waikato River referred to in *clause 1.2.2*.

DEED OF COVENANT

ATTACHMENT 7.1
DEED OF COVENANT
(Clause 7.5.4)

Date:

PARTIES

- (1) **THE [insert name] (the Pouakani Governance Entity)**
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand *(the Crown)*

BACKGROUND

- A Pursuant to a Deed of Settlement dated [] 1999 between the Pouakani People and the Crown, the Crown agreed to transfer and vest certain property to and in a Pouakani Governance Entity to be established by the Pouakani People, subject to certain terms and conditions specified in the Deed of Settlement.
- B The Pouakani Governance Entity was [registered/established] by the Pouakani People on [date] as the entity to be established by them pursuant to clause 7.5.1 of the Deed of Settlement and to receive the redress to be provided by the Crown under the Deed of Settlement.
- C As required by clause 7.5.4 of the Deed of Settlement, the Pouakani Governance Entity established by the Pouakani People covenants with the Crown as set out in this Deed.

NOW THE POUAKANI GOVERNANCE ENTITY AGREES with the Crown as follows:

1 INTERPRETATION

- 1.1 In this Deed, unless the context otherwise requires *Deed of Settlement* means the deed referred to in Recital A;
- 1.2 Terms defined in the Deed of Settlement have the same meanings in this Deed, unless the context requires otherwise.
- 1.3 The rules of interpretation set out in clause 1.3 of the Deed of Settlement apply in the interpretation of this Deed.

DEED OF COVENANT

2 POUAKANI GOVERNANCE ENTITY'S COVENANT

- 2.1 The Pouakani Governance Entity confirms that it has been ratified and approved by the Pouakani People as an appropriate body to which the Crown will transfer the redress to be provided by the Crown under the Deed of Settlement and to administer the redress for the benefit of the present and future members of the Pouakani People.
- 2.2 The Pouakani Governance Entity covenants with the Crown that from the date of this deed the Pouakani Governance Entity will:
- (a) become a party to the Deed of Settlement as if it has been named as a party to the Deed of Settlement and had executed it; and
 - (b) observe and perform all the obligations under the Deed of Settlement which are expressed to be performed by the Pouakani Governance Entity and will be bound by the terms of the Deed of Settlement.
- 2.3 The Pouakani Governance Entity hereby ratifies and confirms all elections and acknowledgements made by, all waivers given by, and all other actions taken in relation to the Deed of Settlement by the agents appointed on behalf of the Pouakani People in relation to the Deed of Settlement and agree to be bound by them.

3 NOTICES

Any notice to the Pouakani Governance Entity may be given in the same manner as is specified in the Deed of Settlement. The Pouakani Governance Entity's address for notices is: *[Details to be inserted]*

EXECUTED as a deed on the date first written above.



DEED OF COVENANT

[insert appropriate attestation for Pouakani Governance Entity]

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN in right)
of New Zealand by acting [the Minister in)
Charge of Treaty of Waitangi Negotiations]) []
in the presence of:)

Witness:

Signature

Occupation

Address:

SECTION 8: MUTUAL ACKNOWLEDGEMENTS AND AGREEMENTS

8.1 NATURE OF SETTLEMENT

The Pouakani People and the Crown acknowledge:

- (a) That the Settlement represents the result of extended negotiations conducted in good faith and in a spirit of co-operation and compromise;
- (b) The difficulty in assessing redress for the loss and prejudice suffered by the Pouakani People;
- (c) That it is not possible to fully compensate the Pouakani People for all loss and prejudice suffered;
- (d) That this forgoing of compensation by the Pouakani People is intended to contribute to the development of New Zealand;

And that, taking all matters into consideration (some of which are specified in this *clause*), the Settlement is fair in the circumstances.

8.2 ABORIGINAL TITLE AND CUSTOMARY RIGHTS

The Pouakani People and the Crown acknowledge that:

- (a) The provision relating to the removal of the jurisdiction of the Courts, the Waitangi Tribunal and any other judicial body or tribunal referred to in *clause 7.1.2(b)* and *clause 9.3.1(d)*:
 - (i) Is not intended to prevent any Pouakani Claimant from pursuing claims against the Crown based on aboriginal title or customary rights which do not come within the definition of the Pouakani Historical Claims or the Boundary Claims or to prevent the Crown from disputing such claims or the existence of such title or rights; but
 - (ii) Is intended to prevent any Pouakani Claimant from pursuing claims against the Crown (including claims based on aboriginal title or customary rights) if such claims come within the definition of the Pouakani Historical Claims or the Boundary Claims, such claims having been settled in accordance with *clause 7.1*.
- (b) Nothing in this Deed extinguishes any aboriginal title or customary rights that the Pouakani People may have or constitutes or implies any

acknowledgement or acceptance by the Crown that such title or rights exist either generally or in any particular case, but this clause does not limit *clause 7.1*.

8.3 ONGOING RIGHTS AND OBLIGATIONS

The Pouakani People and the Crown acknowledge that nothing in this Deed:

- 8.3.1 Diminishes or in any way affects the Treaty of Waitangi or the ongoing relationship between the Crown and the Pouakani People in terms of the Treaty of Waitangi; or
- 8.3.2 Except as expressly provided in this Deed, is intended to derogate from any rights the Crown, the Pouakani People or any Pouakani Claimant might have at common law or under legislation or under the Treaty of Waitangi.

8.4 EXCLUDED CLAIM

The Pouakani People and the Crown acknowledge and agree that:

- (a) the Settlement is without prejudice to the positions of the Pouakani People, the Crown or any Pouakani Claimant in relation to the claims referred to in *clause 1.2.2*; and
- (b) the Settlement will not be affected in any way by the outcome of any of the claims by any Pouakani Claimant to the Waikato River.

8.5 PROPOSAL FOR RESTORATION PROJECT

The Pouakani People and the Crown acknowledge and agree that:

- 8.5.1 The New Zealand Native Forests Restoration Trust has presented the Crown with a proposal for a restoration project adjacent to Pureora Forest Park;
- 8.5.2 The restoration project involves regeneration, manipulated to accurately reflect the original forest, after harvesting of the present plantation forest including manipulation of the existing exotic crop to enhance the restoration process;
- 8.5.3 The Pouakani People and the Crown have agreed that the Pouakani People may purchase the Pouakani Forest which forms part of the Pureora Central Forest under this Deed;
- 8.5.4 The Pouakani Forest is included in the area the subject of the restoration project;

- 8.5.5 The Pouakani People and the Crown will, as soon as practicable after the date of this Deed, together in good faith consider the options for regenerating the Pouakani Forest, including considering the restoration project and discussing the restoration project with New Zealand Native Forests Restoration Trust.
- 8.5.6 For the avoidance of doubt:
- (a) Nothing in this *clause 8.5* contains or implies any obligation on the Pouakani People or the Crown to proceed with the restoration project;
 - (b) The parties recognise the Pouakani People's aspirations for the Pouakani Forest;
 - (c) The parties acknowledge that implementation of the restoration project may impact on the market value of the Pouakani Forest.
- 8.5.7 *Clause 9.1* (which provides that this Deed is conditional on the Settlement Legislation coming into force) does not apply to *clause 8.5.5*.

SECTION 9: CONDITIONS AND SETTLEMENT LEGISLATION

9.1 CONDITIONAL DEED

9.1.1 Passing of legislation

This Deed and the Settlement is conditional on the passing of the Settlement Legislation and the coming into force of those provisions of the Settlement Legislation which are required to give effect to this Deed.

9.1.2 Some provisions not conditional

Although this Deed and the Settlement are conditional on the matters specified in *clause 9.1.1*, the Pouakani People and the Crown acknowledge that clauses *3.2.10, 6.3.6, 6.3.7, 6.4.1, part of clause 6.5.1, 6.5.10, 6.5.12, 7.5.1, 7.5.4, 7.5.5, 8.5.5 and 9.3.1* (subject to *clause 7.5.7*), become binding on them upon execution of this Deed. Where any provision of this Deed says that any provision is not conditional as described in *clause 9.1*, the provision concerned shall be binding upon the Pouakani People and the Crown unless and until termination of this Deed under *clause 9.2*, and any amount payable by one party to the other under any such provision in relation to the period prior to the date of termination shall be paid notwithstanding such termination.

9.2 TERMINATION IF DEED REMAINS CONDITIONAL

9.2.1 If the condition referred to in *clause 9.1.1* has not been satisfied by

31 December 2000 (or such later date as the Pouakani Claims Trust and the Crown may agree in writing), then either the Crown or the Pouakani Claims Trust may, by notice to the other, terminate this Deed.

9.2.2 If notice of termination is given under *clauses 9.2.1* or *7.5.6*, this Deed will be at an end and neither the Pouakani People or the Crown will have any rights or obligations under it. The Pouakani People and the Crown agree that this Deed will be treated as having been entered into on a "without prejudice" basis, in particular this Deed may not be used as evidence in any proceedings before, or presented to, any court, the Waitangi Tribunal or any other judicial body or tribunal (except for proceedings concerning the implementation and interpretation of this Deed and the Settlement Legislation), until it becomes unconditional.

9.3 INTRODUCTION OF SETTLEMENT LEGISLATION

9.3.1 Crown to propose legislation for introduction

The Crown agrees that it will, within 6 months after the date of this Deed (or such longer period as the Pouakani Claims Trust and the Crown may agree), propose for introduction legislation to give effect to the Settlement, and to achieve certainty in respect of, and to record the approval by Parliament of, the Settlement. The proposed Settlement Legislation will, without limitation:

- (a) Provide for the settlement of the Pouakani Historical Claims and the Boundary Claims; and
- (b) Contain the apology of the Crown set out in *clause 2.2*; and
- (c) Provide that, without limiting the acknowledgements expressed in, or any provisions of, this Deed, the settlement of the Pouakani Historical Claims and the Boundary Claims to be effected pursuant to this Deed is final, and that the Crown is released and discharged in respect of the Pouakani Historical Claims and the Boundary Claims; and
- (d) Provide that, despite any other enactment or rule of law, as from the Settlement Date, no court or judicial body or tribunal will have any jurisdiction to inquire or further inquire into, or to make any finding or recommendation in respect of:
 - (i) the Pouakani Historical Claims or the Boundary Claims; or
 - (ii) the validity of this Deed; or
 - (iii) the adequacy of the redress provided to the Pouakani Governance Entity and others by the Crown under this Deed or the Settlement Legislation; or
 - (iv) the Settlement Legislation,

but nothing in this clause shall remove such jurisdiction in respect of the implementation or interpretation of this Deed, or the Settlement Legislation; and

- (e) Include such provisions as are required to give effect to the Crown's obligations generally under this Deed; and
- (f) Include any other provisions required to achieve certainty, finality and durability of the Settlement and to give effect to this Deed; and
- (g) Provide that the Settlement is for the benefit of all the Pouakani People collectively, and, except as provided in *clause 7.2.4*, not for the benefit of any individual or particular whanau, particular marae or, particular hapu (except to the extent that, after the Settlement Date, the Pouakani Governance Entity determines); and



- (h) Provide that the rule against perpetuities or any relevant provision of the Perpetuities Act 1964 will not apply to any document entered into to give effect to this Deed if the application of the rule against perpetuities or the provision of the Perpetuities Act 1964 would otherwise make the document invalid or ineffective.

9.3.2 Not Conditional

Subject to *clause 7.5.7, clause 9.1* (which provides that this Deed is conditional on the Settlement Legislation coming into force) does not apply to *clause 9.3.1*.

SECTION 10: TAX**10.1 DEFINITIONS AND INTERPRETATION**

For the purposes of this Section (where the context requires):

10.1.1 “Tangible Redress” means:

- (a) the amount referred to in *clause 4.3*; and
- (b) the transfer or vesting of the Tahae Farm under *Section 6.3*; and
- (c) the transfer or vesting of the Stewardship Land under *Section 6.5*;

10.1.2 references to the payment, crediting, transfer or vesting of “Tangible Redress” include a reference to the payment, crediting, transfer or vesting of any part (or the applicable part) of the Tangible Redress;

10.1.3 the expression “GST” also extends to and includes any interest or penalties payable in respect of, or on account of the late or non-payment of, any GST;

10.1.4 the expression “income tax” also extends to and includes any interest or penalties payable in respect of, or on account of the late or non-payment of, any income tax;

10.1.5 the expression “gift duty” also extends to and includes any interest or penalties payable in respect of, or on account of the late or non-payment of, any gift duty;

10.1.6 the expression “tax” includes income tax, GST and gift duty;

10.1.7 the word “payment” extends to the transfer or making available of cash amounts as well as non cash amounts.

10.2 TAX PRINCIPLES AND INDEMNITY

10.2.1 The Pouakani People and the Crown agree that:

- (a) it is a principle of this settlement that Tangible Redress is to be provided (as redress) by the Crown to the Pouakani Governance Entity without a tax cost or benefit; and

- (b) no party will act, or permit acts, inconsistent with the principle in paragraph (a) that could or might (or in a way that could or might) prejudice any other party; and
- (c) the Crown will indemnify the Pouakani Governance Entity for any tax payable solely because of the payment, crediting, transfer or vesting (as redress) of Tangible Redress to or in the Pouakani Governance Entity; and
- (d) (unless the Crown agrees otherwise in any circumstance where paragraph (e) of this *clause* applies) the Pouakani Governance Entity shall not claim an input credit (for GST purposes) or a deduction (for income tax purposes) with respect to the payments, crediting, transfer or vesting (as redress) of Tangible Redress; and
- (e) if the Pouakani Governance Entity receives notice that it is or may be assessed with tax in respect of the payment, crediting, transfer or vesting (as redress) of any Tangible Redress:
 - (i) it will notify the Crown immediately; and
 - (ii) it will allow the Crown to control all disputes and negotiations with the Inland Revenue Department; and
 - (iii) it will, if requested, provide the Crown with a GST invoice issued by the Pouakani Governance Entity to the Crown with respect to any particular indemnified payment; and
- (f) the Pouakani People and the Pouakani Governance Entity will co-operate with the Crown regarding any approach the Crown may make to the Inland Revenue Department regarding the tax treatment of this settlement.

10.2.2 Every other transaction, arrangement, payment or right where the Pouakani Governance Entity acquires property or assets (other than Tangible Redress) under or by virtue of this Settlement Deed, including the payment of interest by the Crown:

- (a) is not indemnified by the Crown; and
- (b) where it is in the nature of a taxable supply, will have GST added (at the applicable rate) to the applicable market value consideration,

and the Pouakani Governance Entity is liable to discharge the applicable tax (if any) with respect to such transaction, arrangement, payment or right.



SECTION 11: OTHER FINANCIAL MATTERS**11.1 INTEREST****11.1.1 Interest in respect of Pouakani Historical Claims**

The Crown will pay interest ("*Settlement Interest*") on the Settlement Amount from the date of this Deed until the Settlement Date.

11.1.2 Interest in Respect of Boundary Claims

The Crown will pay Settlement Interest on the sum of \$5,025,000 from the Date of this Deed until the Settlement Date.

11.1.3 Calculation of Settlement Interest

Settlement Interest will:

- (a) be at a rate calculated on each Calculation Date, expressed as a percentage per annum, equal to the weighted average of the successful yield for 6 month Treasury Bills resulting from the Treasury Bill tender process that takes place during the week prior to each Calculation Date;
- (b) not compound;
- (c) be payable for the period from the date of this Deed to the Settlement Date;
- (d) be paid to the Pouakani Governance Entity on the Settlement Date; and
- (e) be subject to normal taxation law.

11.1.4 In this clause 11.1,

Anniversary Date means the first Business Day after the expiry of each period of 6 months commencing on the date of this Deed or the previous Anniversary Date (as the case may be);

Calculation Date means:

- (a) the date of this Deed, in respect of the period commencing on the date of this Deed and expiring on the date before the first Anniversary Date; and

each Anniversary Date, in respect of the period commencing on the first Anniversary Date and expiring on the Settlement Date.

SECTION 12: POUAKANI RATIFICATION, MANDATE AND AGENTS APPOINTMENT

12.1 MANDATE OF POUAKANI PEOPLE

12.1.1 Ratification

By execution of this Deed, the Pouakani People confirm that consultation Hui were held at Te Rangiita Marae on 13 October 1999, Mokai Marae on 4 November 1999, Te Wananga-o-Aoteroa on 6 November 1999, Kaitupeka Marae on 10 November 1999, Parewahawaha Marae on 12 November 1999 and Waitetoko Marae on 13 November 1999 at which a full presentation of the Settlement was made and that the contents of this Deed were ratified by the Pouakani People by postal ballot of the Pouakani People held during October and November 1999. The Crown confirms that it is satisfied with that ratification.

12.1.2 Mandate to sign the Deed

By execution of this Deed, the Pouakani People confirm that the Pouakani Claims Trust has been given a mandate from the Pouakani People by the postal ballot referred to in *clause 12.1.1* to conclude the Pouakani claim negotiations, and to sign this Deed on behalf of the Pouakani People. The Crown confirms that it is satisfied with that mandate.

12.2 APPOINTMENT OF AGENT

12.2.1 Pouakani Claims Trust Agent

The Pouakani Claims Trust appoints the Chairperson of the Pouakani Claims Trust or such other person or body as the Chairperson of the Pouakani Claims Trust (or, on his/her death or incapacity, the Deputy Chairperson of the Pouakani Claims Trust) may, by notice to the Crown, nominate for the purposes of this clause as its agent to agree on a process for the establishment of the Pouakani Governance Entity under *clause 7.5*, give and receive any notice or other communication, exercise any election or other right under this Deed, to waive any provision of the Deed or to agree to any amendment of this Deed on behalf of the Pouakani Claims Trust.

12.2.2 Pouakani Governance Entity

Upon execution of the Deed of Covenant by the Pouakani Governance Entity in accordance with *clause 7.5.4*, the appointment of the agent appointed under this *clause 12.2* will terminate and the Pouakani Governance Entity will be deemed the agent of the Pouakani Claims Trust for the purposes of *clause 12.2.1*.

SECTION 13: MISCELLANEOUS MATTERS

13.1 CONSISTENCY WITH CONSERVATION ACT

- (a) Terms used in this *clause 13.1* which are defined in *Section 3* (Cultural Redress) have the same meanings as they have in *Section 3*.
- (b) The parties agree and acknowledge that the Memorandum of Understanding (to the extent that it relates to the Department of Conservation), is directed at providing the Pouakani Governance Entity with meaningful input into Department of Conservation decision-making relating to specified aspects of management and administration of certain areas of land which affect the Pouakani People's interests, but the Memorandum of Understanding does not override or diminish the requirements of the Conservation Act 1987 or the statutes listed in the First Schedule to the Conservation Act 1987 or the functions and powers of the Department of Conservation under those Acts or the rights of the Pouakani Governance Entity or any Pouakani Claimant under those Acts.

13.2 DECLARATION BY CROWN

The Crown declares that the Minister in Charge of Treaty of Waitangi Negotiations is authorised to sign this Deed on behalf of the Crown.

13.3 NOTICES

13.3.1 Address for notices

Except as expressly provided in this Deed, any notice or other communication given under this Deed to a party must be in writing addressed to that party at the address or facsimile number from time to time notified by that party in writing to the other party. Until any other address or facsimile number of a party is notified, they will be as follows:

Crown:

C/- The Solicitor-General
Crown Law Office
St Pauls Square
45 Pipitea Street
(PO Box 5012)
WELLINGTON

Facsimile: 04 473 3482

Pouakani Claims Trust:

C/- Beker Findlay & Co
48 Tuwharetoa Street
(P O Box 1091)
TAUPO

Facsimile: 07 377 6382

13.3.2 Delivery

Delivery may be effected by hand, by post with postage prepaid, or by facsimile.

13.3.3 Delivered Notice

A notice or other communication delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is not made on a Business Day or is made after 5.00 p.m. on a Business Day, then the notice or other communication will be deemed to have been delivered on the next Business Day.

13.3.4 Posted Notice

A notice or other communication delivered by pre-paid post will be deemed to have been received on the 2nd Business Day after posting.

13.3.5 Facsimile Notice

A notice or other communication sent by facsimile will be deemed to have been received on the day of transmission. However, if the date of transmission is not a Business Day or the transmission is sent after 5.00 p.m. on a Business Day then the notice or other communication will be deemed to have been given on the next Business Day after the date of transmission.

13.4 NO ASSIGNMENT

Neither the Crown nor the Pouakani People may transfer or assign any rights or obligations in this Deed.

13.5 DEED OF COVENANT

The Pouakani People agree that:

13.5.1 The Titiraupenga Trust and the Pouakani B9B Trust, who each have obligations under this Deed as part of the process of receiving redress provided by the Crown under this Deed, must each enter into a deed with the Crown as set out in *Attachment 13.1* stating that they each agree to fulfill the obligations imposed on the Trust and for this purpose are a party to the Deed; and

13.5.2 The provision of the relevant redress is subject to the Titiraupenga Trust and the Pouakani B9B Trust entering into such deeds.

13.6 AMENDMENT

No amendment to this Deed will be effective unless it is in writing and signed on behalf of the Crown and the Pouakani People.

13.7 ENTIRE AGREEMENT

This Deed constitutes the entire agreement between the Crown and the Pouakani People in relation to the matters referred to in this Deed. This Deed supersedes all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between the Crown and any Pouakani Claimant relating to such matters but not the Treaty of Waitangi itself.



DEED OF COVENANT

ATTACHMENT 13.1
DEED OF COVENANT
(Clause 13.5)

Date:

PARTIES

- (1) **THE TRUSTEES OF THE [TITIRAUPENGA TRUST/POUAKANI B9B TRUST** *(delete as applicable)*] *(the Trust)*
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand *(the Crown)*

BACKGROUND

- A Pursuant to a Deed of Settlement dated [] 1999 between the Pouakani People and the Crown, the Crown agreed to transfer and vest certain property to and in the Trust, subject to certain terms and conditions specified in the Deed of Settlement.
- B As required by clause 13.5 of the Deed of Settlement, the Trust covenants with the Crown as set out in this Deed.

NOW THE TRUST AGREES with the Crown as follows:

1 INTERPRETATION

- 1.1 In this Deed, unless the context otherwise requires *Deed of Settlement* means the deed referred to in Recital A.
- 1.2 Terms defined in the Deed of Settlement have the same meaning in this deed, unless the context requires otherwise.
- 1.3 The rules of interpretation set out in clause 1.3 of the Deed of Settlement apply in the interpretation of this Deed.

2 TRUST'S COVENANT

The Trust covenants with the Crown that the Trust will observe and perform all the obligations under the Deed of Settlement which are expressed to be performed by the Trust and will be bound by the terms of the Deed of Settlement in so far as they relate to the Trust as if the Trust had executed the Deed of Settlement.



DEED OF COVENANT

3 NOTICES

Any notice to the Trust may be given in the same manner as is specified in the Deed of Settlement. The Trust's address for notices is: *[Details to be inserted]*

EXECUTED as a deed on the date first written above.

[insert appropriate attestation for trustees signing]

| | | |
|---------------------------------------|---|-------|
| SIGNED for and on behalf of |) | |
| HER MAJESTY THE QUEEN in right |) | |
| of New Zealand by [|) | _____ |
| in the presence of: |) | [] |

Witness:

Signature

Occupation

Address:

SCHEDULE 1

MAORI LAND COURT JUDGMENT DATED 4 AUGUST 1891

P. 2011

After carefully considering the whole evidence the
1.4.1891 Court awards as follows

deyrent

1. 100 acres shall be laid off at Waipapa to include the
settlement and burial grounds the persons to be named in the
order to be selected by Werohia not feeling that by the Court.

2. Reserves to be laid off to include the hot springs to
be used in such ~~cases~~ ^{persons} as may be decided on out of the three
cases before the Court.

3. Quaropaki bush to be divided $\frac{2}{3}$ for Wawarangi
represented by Pepene $\frac{1}{3}$ for Titiri and others and $\frac{1}{3}$ for Kariwhia
and others.

|| 4. 3000 acres as shown on plan within Sorohanga
at the south portion of the block including $\frac{1}{3}$ of bush for Titiri
and others, if any of Werohias land are included, if possible
each wahi tapu will form a separate order and be used
in such manner as she may indicate to the Court.

5. In addition to the above the Court awards Titiri
3000 acres as shown on the plan.

|| 6. As to Waraki and others in addition to the portion
of Quaropaki forest and an interest in the hot springs the Court
awards ^{C1} 7200 acres at Kariwhia also 13000 ^{C3} acres beside it adjoining
the Government block on the West side towards Whatāro

7. The whole of the residue is awarded to Wawarangi
as represented by Pepene.

|| 194 Titiri 3000 or 2000

Court adjourned till tomorrow

|| 194 J. 2011

2011

to Te Ipu-a-Muturangi, thence to Whakamanui, thence South along the Pouakani boundary, thence by that boundary to the commencement.

Pouakani
August 11. 1897
Pouakani A 701. Pou
Au
Pou

Schedule of Owners.

| | | | | |
|---|----|---------------------------|------|------|
| 1 | 1 | Amiria Tarewa | 9. | 1/97 |
| | | Rosama Ruwai | " | 2/97 |
| | 2 | Areta Kapu | " | 2/97 |
| | 3 | Arihi Karawhira | 9.8 | 2/97 |
| | | Amara te Mataaho | m. | |
| | 4 | Haka Rangikaiwhiria | m. | 2/97 |
| | 5 | Kotireni Tangomama | " | 1/97 |
| | 6 | Kouama te Roriri | 9. | 1/97 |
| | 7 | Hare Amiria Tarewa. | m. | 2/97 |
| | 8 | Kiri Rerata | 9.14 | 1/97 |
| | 9 | Hakopa te Taiuru | m.16 | 2/97 |
| | 10 | Hauauru Komahi | m.5 | 2/97 |
| | 11 | 10A Hihiri Moroti | " | 2/97 |
| | 12 | 11 Haka Rangikaiwhiria | m. | 2/97 |
| | 13 | 12 Iharara te Roriri | " | 1/97 |
| | 14 | 13 Inaia Tarewa | " | 1/97 |
| | 15 | 14 Kerekema te Roriri | " | 1/97 |
| | 16 | 15 Komahi Renata | 9 | 1/97 |
| | 17 | 15A Karawhira Kapu | " | 2/97 |
| | 18 | 16 Maharata Renata | " | 1/97 |
| | 19 | 17 Marahera Kapu | " | 2/97 |
| | 20 | 18 Matirima Areta | 9. | 2/97 |
| | 21 | 19 Ngaruama Amiria Tarewa | " | 1/97 |
| | 22 | 20 Pehira te Roriri | m. | 1/97 |
| | 23 | 20A Pehira Ria Waraki | m.2 | 2/97 |
| | 24 | 21 Pare Tamiora Kepra | 9.8 | 1/97 |
| | 25 | 22 Parekaihuwa Reweti | 9.18 | 2/97 |
| | 26 | 23 Paruwa Reweti | 9.15 | 2/97 |
| | 27 | 24 Parerahiwi Awatia | 9.7 | 1/97 |
| | 28 | 24A Polaka Kolinoni | m.9 | 1/97 |
| | 29 | 25 Rosama Ruwai | 9. | 2/97 |
| | 30 | 26 Reweti Pare | m. | 2/97 |
| | 31 | 27 Renata Hekerui | " | 2/97 |
| | 32 | 28 Renata Rahui | " | 2/97 |

| | | | | | |
|------|-------------------|-----|-------------------------|---------|------|
| 1871 | Pouakani | 29. | Rurukira Pitihira | 9. | 2/97 |
| 1871 | August 11. 1891 | 30. | Ruki Karama | " | 2/97 |
| 1871 | Pouakani A.T.W.T. | 31. | Ripeka Eparaima | " | 1/97 |
| | | 32. | Riripeti Ihaka | " | 1/97 |
| | | 33. | Reweti te Whanau | m. 12 | 2/97 |
| | | 34. | Rangitohiriri Matiharu | " 11 | 2/97 |
| | | 35. | Rangihua Pitihira | " 3 | 2/97 |
| | | 36. | Ratima Taruwa | " | 2/97 |
| | | 37. | Ria Waraki. | 7. | 2/97 |
| | | 38. | Roriori Waraki | m. 7. | 2/97 |
| | | 39. | Rangihua Tamatehura | 9. 1. | 2/97 |
| | | 40. | Te Whiau te Ia | 2/97 9. | 2/97 |
| | | 41. | Tamora Kepea | m. | 1/97 |
| | | 42. | Te Paia Taruwa | 9. | 1/97 |
| | | 43. | Te Roore Rangihua | m. | 2/97 |
| | | 44. | Te Atua Renata | " 16. | 1/97 |
| | | 45. | Tatana Riwai | " 17. | 2/97 |
| | | 46. | Te Raukima Riweti | " 19 | 2/97 |
| | | 47. | Te Roore Pitihira | " 9 | 2/97 |
| | | 48. | Turukira Pitihira | 9. 10 | 1/97 |
| | | 49. | Te Uruotiao Eparaima | m. | 1/97 |
| | | 50. | Te Piki Eparaima | " | 1/97 |
| | | 51. | Tamatehura Kapu | m. | 2/97 |
| | | 52. | 20 Karawhira | m. 13. | 2/97 |
| | | 53. | Uk Ngawhenua | " | 2/97 |
| | | 54. | Waraki Kapu | " | 2/97 |
| | | 55. | Whiripine Marahera | 9. 8 | 2/97 |

Handwritten mark or signature at the bottom right of the page.

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7

Pouakani A 701.
Schedule showing minors and trustees.

| Minors | age | sex | Trusts |
|-----------------------|-----|-----|---------------------|
| Te Atia Renata | 16 | m | Renata te Rahui |
| Henri Renata | 14 | f | |
| Pare Taniwira Kapa | 8 | " | Taniwira Kapa |
| Tatana Ruwai | 17 | m | Werohia te Tiko |
| Reweti te Wharau | 14 | " | |
| Hakopi te Tuiire | 16 | " | Karangi Tamaki |
| Rangitohiri Matihani | 11 | " | Matihani Tatana |
| Te Kaupapa Reweti | 19 | " | Ngahiraka Matawaia |
| Parekahuwa Reweti | 18 | f | |
| Taniwira Reweti | 15 | " | |
| Te Koore Pitihira | 9 | m | Te Awatia te Kohera |
| Panerahi Awatia | 7 | f | |
| Taniwira Pitihira | 10 | " | Wi Ngawhenua |
| Potaka Holuani | 9 | m | |
| Rangitohiri Pitihira | 3 | " | Te Awatia te Kohera |
| Hauaniwa Komahi | 15 | " | Komahi Renatai |
| Tio Karawhira | 13 | " | Karawhira Kapa |
| Ariki Karawhira | 8 | f | |
| Matihani Arela | | " | Arela Kapa |
| Whiripi Marahira | 8 | " | Marahira Kapa |
| Rororori Waraki | 7 | m | Waraki Kapa |
| Pitihira Ria Waraki | 2 | " | |
| Rangipuatā Tamatihira | 1 | f | Tamatihira Kapa |

As to Pouakani A 703, a dispute arose between Waraki and Kerehira - case adj to Kihikihi

PO

Pouakani A 702.
Schedule of Minors and Trustees

| Minors | Age | Sex | Trustees |
|----------------------|-----|-----|--------------------------|
| Rangitūia Whakatōi | 9 | m | Whakatōi te Pehona |
| Te Kuma Whakatōi | 9 | m | |
| Mauiki Whakatōi | 14 | - | |
| Arepātōi Whakatōi | 1 | - | |
| Te Mētē Kipa | 18 | " | Kipa te Whiti |
| Te Pūia Kipa | 16 | " | |
| Te Pakaru Kipa | 14 | " | |
| Te Wakaiti Rewi | 10 | " | Rewi te Whakahaere |
| Kimohaku Hineiwaho | 10 | f | Hineiwaho Rangitūketike |
| Kohūtāhi Hineiwaho | 8 | m | |
| Te Wharengaro Tūnoho | 6 | " | Tūnoho Whareahuru |
| Te Heke Tūnoho | " | " | |
| Marimo Ngāromma | 10 | " | Ngāromma Katua |
| Puehulōre Ngāromma | 9 | " | |
| Urutāwhana Ngāromma | 7 | - | |
| Tawhiri Ngāromma | 3 | - | |
| Pore te Katua | 1 | f | Matā te Urutāka |
| Ngawaiatā Kerakeha | 6 | " | Kerakeha Kuarangi |
| Kuarangi Kerakeha | 10 | m | |
| Te Whetu te Whareo | 6 | " | |
| Te Katukura Kerakeha | 8 | f | |
| Uia Ngaamo | 2 | " | Ngaamo Kerakeha |
| Te Kuarangi Tūnoho | 4 | m | Tūnoho Whareahuru |
| Rangitūia Whakatōi | 9 | m | |
| Polāhi Tūnoho | 6 | f | |
| Te Rei Ngapire | 18 | m | Ngapire Pore |
| Te Kei Ngapire | 6 | f | |
| Rangitūwhare Ngapire | 4 | " | |
| Te Pāna Pareitūanga | 6 | m | Pareitūanga Rangitūreimi |
| Henere te Hinga | 3 | " | Te Hinga Pareitūanga |
| Ramari Moiki | 14 | f | Moiki Katua |
| Te Hira Moiki | 1 | m | |
| Keita Moiki | 2 | f | |

Pouakani A 702. (2 Whanauhana)

Pouakani A 702 Poua

Without restrictions

August 11. 1891 Aug

Boundary commencing at the mouth of the Tururutanga stream on the Mangawhauhi stream, thence up that stream (Tururutanga) to its source, thence to the East to the Ana-o-te-Apunga on the Waipapa Order of stream, thence to the Trig station Ngapuketurua, thence North by the East boundary of Pouakani A as originally laid off to the South boundary of Pouakani A 701. thence westerly along that boundary to the West boundary of the block before the Court, thence by that boundary to the commencement.

Schedule of owners.

| | | | | |
|----|-----------------------|-------|-------|-----|
| 1 | Ahitahu Tairauho | M | 1/161 | 161 |
| 2 | Aheraharna Romgilitia | " | 2/161 | 161 |
| 3 | Atarangi Kaputa | F. | 2/161 | 161 |
| 4 | Aepala Whakatoi | M | 2/161 | |
| 5 | Hineiwaho Romgilitike | F. | 2/161 | |
| 6 | Hurikia te Wheraro | " | 2/161 | |
| 7 | Huiwana Tiro | " | 2/161 | |
| 8 | Huirama Puke | M | 2/161 | |
| 9 | Hiretai Tunoho | F. | 2/161 | |
| 10 | Huatahi Rukihoma | F. | 2/161 | |
| 11 | Huhona Puke | " | 2/161 | |
| 12 | Huarangi Kerakeha | M. 10 | 2/161 | |
| 13 | Kenere te Kinga | " 3. | 1/161 | |
| 14 | Kerakeha Huarangi | " | 2/161 | |
| 15 | Kopā te Whiti | " | 2/161 | |
| 16 | Karutahi Moiti | " | 1/161 | |
| 17 | Kinohaku Hineiwaho | F. | 2/161 | |
| 18 | Kakutahi Hineiwaho | M. 3. | 2/161 | |
| 19 | Keita Moiti | F. 2. | 1/161 | |
| 20 | Matihane Tatana | M. | 2/161 | |
| 21 | Moiti Hatua | M. | 2/161 | |
| 22 | Matā te Wuitaka | F | 2/161 | |

GIA B 97
1906

[Signature]

N. & 722 Souakami A. 2.
1891 August. 11. 1891

20/-

| | | |
|-----------------------------|--------|--------|
| 23. Matū Mūnu | M. | 2/151 |
| 24 Matētū Rēkēhama | " | 2/151 |
| 25 Mautiki Kipa | F. | 2/151- |
| 26 Maahi Whakātōi | M. 4. | 2/151 |
| 27 Marino Ngaranna | " 10 | 2/151 |
| 28 Ngaranna Katiā | F. | 2/151 |
| 29 Ngaomo Kerekeha | " | 2/151 |
| 30 Ngāpūre tē Pāru. | " | 2/151 |
| 31 Nohokotāhi Wirihōma | M. | 2/151 |
| 32 Ngāhūti Natana | F. | 1/151 |
| 33 Ngāwaiatā Kerekeha | . 6. | 2/151 |
| 34 Noho Kūrama | M. | 2/151 |
| 35 Ngaomo Tohi | F. | 2/151 |
| 36 Ngāraka Ngāomōne. | F. | 2/151 |
| 37 Nepia Kipa | M. 16. | 2/151 |
| 38 Pare tē Marerahi | F. | 2/151 |
| 38a. Pare tē Marerahi | M. | 2/151 |
| 39. Paretinanga Rangitōrōni | F. | 2/151 |
| 40 Poaha Moiki | F. | 1/151 |
| 41 Pūhūtōre Ngaranna | M. 9. | 2/151 |
| 42 Pare tē Tahua | F. 1 | 2/151 |
| 43. Potāhi Tūmōho. | " 6. | 2/151 |
| 44. Rangimōcākau | M. | 2/151 |
| 45. Rehua tē Urutāka | M. | 2/151 |
| 46 Rangiwawahia Tūmōho | " | 2/151 |
| 47 Rangiwī tē Wharewiti | F. | 2/151 |
| 48 Rangitūtia Whakātōi | M. 9. | 2/151 |
| 49 Rangitāuwhare Ngāpūre | F. 14 | 2/151 |
| 50 Romari Moiki | " 14 | 1/151 |
| 51 Rangitikitike Ngaranna | F. | 2/151 |
| 52 Te Tehi Ngaranna | M. | 2/151 |
| 53 Tiringa Kerekeha | F. | 2/151 |
| 54 Terewai Kūarangi | F. | 2/151 |
| 55 Te Heke tē Urutāka | M. | 2/151 |
| 56 Te Amohāere Kūarangi | F. | 2/151 |

Pa

| | | | |
|-----------------|-----------------------|-------|-------|
| 57 | Te Muna Kerekeha | M. | 2/161 |
| 58 | Te Muna Kuirama | m. | 1/161 |
| 59 | Te Meera Tiringa | M. | 1/161 |
| 60 | Te Rarangi Keteohara | F. | 1/161 |
| 61 | Te Moko te Wharahunu | M | 2/161 |
| 62 | Te Papanā Rangihua | M | 1/161 |
| 63 | Te Kinga Paritūanga | F. | 2/161 |
| 64 | Te Pome te Rira | F. | 1/161 |
| 64 ^a | Te Puke te Kuirama | m. | 2/161 |
| 65 | Te Aera te Whakatōi | F. | 2/161 |
| 66 | Te Rarangi te Puke | " | 2/161 |
| 67 | Te Anrohaere te Atātū | " | 2/161 |
| 68 | Tei Kipa | M. | 2/161 |
| 69 | Te Kuma Whakatōi | " 9. | 2/161 |
| 70 | Te Miti Kipa | " 18 | 2/161 |
| 71 | Te Pakaru Kipa | " 12 | 2/161 |
| 72 | Te Wakaiti Rūwi | " 10 | 2/161 |
| 73 | Te Wharengaro Te Moko | " 6. | 2/161 |
| 74 | Te Heke Te Moko | " | 2/161 |
| 75 | Te Whiri Ngaroma | " 3. | 2/161 |
| 76 | Te Kahukūna Kerekeha | F. 8 | 2/161 |
| 77 | Te Kūwai Te Moko | M. 4. | 2/161 |
| 78 | Te Kei Ngapire | " 18 | 2/161 |
| 79 | Te Kei Ngapire | F. 6. | 2/161 |
| 80 | Te Tana Paritūanga | M. 6. | 1/161 |
| 81 | Te Whētū te Wheraro | " 6 | 2/161 |
| 82 | Te Kūia Mōhi | " 1. | 1/161 |
| 83 | Te Mōhi Mōhi | " | 1/161 |
| 84 | Te Mōhi Mōhi Ngaroma | " 7. | 2/161 |
| 85 | Te Mōhi Mōhi | F. 2. | 2/161 |
| 86 | Te Whakatōi te Rūhama | M. | 2/161 |
| 87 | Te Mōhi Mōhi | M. | 2/161 |

Pouakani A 7102
August 11. 1891

Pouakani B. 9.
August 11. 1891

Order in favour of.

| | | | |
|----|-------------------------|----|-----------|
| 1 | Aperahama Rangitūtia | m. | 2/25 |
| 2 | Arelā Rukū | f. | " |
| 3 | Eru te Hauolū | m. | " |
| 4 | Hinekiri Paliho | f. | " |
| 5 | Hamuena Tuhurūwai | m. | " |
| 6 | Hapelā te Paku | " | " |
| 7 | Hiko Rukū | f. | " |
| 8 | Hinare Peti | m. | " |
| 9 | Hineiwaho Rangitikehike | f. | 1/2 share |
| 10 | Hinare Paratene Raiha | m. | 2/25 |
| 1 | Kiriparahi Pero | f. | " |
| 2 | Kia Rukū | " | " |
| 3 | Karangī Tamaki | " | " |
| 4 | Kohipo Ngauraiatā | m. | " |
| 5 | Keitā Rangitātāua | f. | " |
| 6 | Kerekeha Kuirarangi | m. | " |
| 7 | Kino Peli | f. | " |
| 8 | Mereana te Aupouri | " | " |
| 9 | Mauliki Kipa | " | " |
| 10 | Mere Rukū | " | " |
| 1 | Mereana te Kauri | " | " |
| 2 | Mamaeroa Ngainanga | " | " |
| 3 | Miriata te Taiawatia | " | " |
| 4 | Ngaruata Ngakihau | " | " |
| 5 | Ngaraka Ngamane | " | 1/2 share |
| 6 | Niho Rukū | " | 2/25 |
| 7 | Ngaamo te Aopama | " | " |
| 8 | Ngangira te Tini | " | " |
| 9 | Okivi Ngātara | m. | " |
| 10 | Pero Hamutāna | " | " |
| 1 | Piriana mamae | f. | " |
| 2 | Peke Rukū | " | " |

| | | | |
|-----|-----------------------------------|----|----------------|
| 3. | Parekaunuu te Raokau | F. | 2/25 |
| 4 | Pareone Ngauaiata | m. | " |
| 5 | Papuha Ngangira | F. | " |
| 6 | Pareimomo te Waiuuu | " | " |
| 7 | Paremoone Raika | " | " |
| 8 | Rukeu te Kaiki | " | " |
| 9 | Reui te Whakahaere | m. | " |
| 40 | Raona Riwai | F. | " |
| | Pakaha Ruke 20 minors | | |
| 1 | Te Kōti Paora | m. | " |
| | 20 minors | | |
| 2 | Te Hiko Hinekiri | F. | " |
| 3 | Te Karu Hinekiri | m. | " |
| 4 | Te Matēhaere Tatana | " | " |
| 5 | Te Ahitahu Taiawhio | " | " |
| 6 | Te Iria te Ahitahu | F. | " |
| 7 | Te Rangikatāua | m. | " |
| 8 | Te Muri Tauahika | " | " |
| 9 | Te Ra Rangikatāua | F. | " |
| 50 | Te Rira Ruke | " | " |
| 1 | Te Alārangī Kapetā | " | " |
| 2 | Te Rira Peli | " | " |
| 3 | Te Iria Ngangira | " | " |
| 4 | Te Matinga Morouti | m. | 1/2 2/5 shares |
| 5 | Te Rangitūatā Moiki | " | 2/25 |
| 6 | Tupumania Wiari | " | " |
| 7 | Te Pohue Wiari | " | " |
| 8 | Tunoho Wharāhuru | " | " |
| 9 | Te Rangikaripiripia | " | " |
| 60 | Te Awatā te Kohera | F. | " |
| 60A | Uliku Pakaka | m. | " |
| 1 | Wairipine Tuhūwāi | F. | " |
| 2 | Wiari Ngātāi | m. | " |
| 3 | Werohia te Hiko | F. | " |
| | <u>Wairoa Tūwā te 11/1 minors</u> | | |

Pouakani B. 9
August 11. 1891

Ouakani B. 9.

Schedule of Minors

| | | | | | |
|------------------|----|-----------------------------|-----------|---------------------|-------|
| August 11. 1891. | 1 | Hakopa te Tauru | M 16 2/25 | Karangi Tamaki | Kūstū |
| | 2 | Himekura Atarangi | 9 12 | Hapeta te Paku | " |
| | 3 | Hemare Mihikoroma | M 12 | Rongiaua te Wakaiti | " |
| | 4 | Hemare Kici | " 6 | Te Rongikatāua | " |
| | 5 | Halua Amuiwaho | " 5 | Amuiwaho Moiri | " |
| | 6 | Kingi te Aonui | " 8 | Hiko te Aonui | " |
| | 7 | Kopa Rongikatāua | " 15 | Te Rongikatāua | " |
| | 8 | Hemara Kiripaeahi | 9 13 | Kiripaeahi Pero | " |
| | 9 | Matima te Hiko | " 1 | Hiko te Aonui | " |
| | 10 | Mahua Peeke | M 13 | Peeke Ruku | " |
| | 1 | Matama Pero | " 12 | Pero Hamutōma | " |
| | 2 | Parakaituwa Reweti | 9 18 | Ngahiraka Matāwaia | " |
| | 3 | Paruera Reweti | " 15 | " " | " |
| | 4 | Parahui Awatāu | " 7 | Te Awatāu te Kohera | " |
| | 5 | Pakeha Mureama | M 14 | Mureama te Aupouri | " |
| | 6 | Pararohi te Hiko | 9 4 | Hiko te Aonui | " |
| | 7 | Peti Arata | " 4 | Arata Ruku | " |
| | 8 | Reweti te Wharauri | M 14 | Werohia te Hiko | " |
| | 19 | Rangitōherini te Miri | " 11 | Malihauri Jatāma | " |
| | 20 | <u>Rakapa Peeke (adult)</u> | 9 | | |
| | 1 | Ruku Pakeha Arata | " 13 | Te Koti Paora | " |
| | 2 | Rangimitiwa Kiripaeahi | " 10 | Kiripaeahi Pero | " |
| | 3 | Roriori Kiripaeahi | M 8 | " " | " |
| | 4 | Ripeka Kiripaeahi | 9 2 | " " | " |
| | 5 | Rauharangi Kiripaeahi | " 13 | " " | " |
| | 6 | Rangipuatō Wiripine | " 17 | " " | " |
| | 7 | Jatāma Riwai | M 17 | Werohia te Hiko | " |
| | 8 | Te Wehenga Ahitāhu | 9 10 | Te Ahitāhu Tauruhio | " |
| | 9 | Te Reukina Reweti | M 19 | Ngahiraka Matāwaia | " |
| | 30 | Te Wakaiti Rewi | " 10 | Rewi te Whakahaene | " |
| | 1 | Te Momo te Aonui | " 10 | Hiko te Aonui | " |
| | 2 | Te Muri Rangikatāua | 9 12 | Te Rongikatāua | " |
| | 3 | Tohitāu Rangikatāua | M 10 | " | " |

| | | | | | |
|----|-------------------------|------------|-----|-------------------------|-----------------|
| 34 | Te Haukoraki Mihikorama | 17. 9 | 225 | Kirikauuru te Haukoraki | Pouakani B. 9 |
| 5 | <u>Tokoahu Mere</u> | m. (adult) | | | August 11. 1891 |
| 6 | Te Whākahoro Mere | 9. 18 | | Mere Ruku | |
| 7 | Te Karuaua Mere | m. 16 | | " | |
| 8 | Te Oiroa Mere | 9. 14 | | " | |
| 9 | Te Haukoraki Aulā | " 18 | | Te Kōti Paora | |
| 40 | Te Roha Rangikātāua | m. 3. | | Te Rangikātāua | |
| 1 | Te Alā Hauotū | 9. 1. | | Eru te Hauotū | |
| 2 | Te Hāku Puke | m. 10 | | Puke Ruku | |
| 3 | Tango Rira | " 10 | | Rira Ruru | |
| 4 | Te Mētē Pero | " 9 | | Bro Kōmūtāna | |
| 5 | Wairangi Meruama | 9. 17. | | Ngaamo te Aōpoma | |
| 6 | Waho te Tini | m. 17. | | Ngangira te Tini | |
| 7 | <u>Waroa Mere</u> | m. (adult) | | | |
| 8 | Whātū Rira | m. 16 | | Te Ahitāhu Hāwhio | |
| 9 | Wirimu Rangikātāua | " 14 | | Te Rangikātāua | |
| 50 | Waitio Kiriparahi | " 1 | | Kiriparahi Poru | |

50
100
1/2

Pouakani B. 7070 (or Motiwata)

No restrictions 8000 acres estimated Order 20/pt

Boundaries - From the mouth of Maraemaruika stream on the Waikato, thence by that stream towards its source to where it touches Hiti's boundary, thence following that boundary towards the Government-boundary and by that boundary to the Waikato river and by the Waikato river to the point of commencement.

Schedule of Owners (shares equal)

- 1. Eru Paematai m.
- 2. Hapeta te Puke
- 2. Hapeta te Puke
- 3. Kaniura Tehuwai

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Pouakani C. No. 1. (or Kaiwha)
 7950 acres. Inalienable except by lease
 Equal shares. for 21 years.

Pouakani C.
 August 11. 1871

Order 20/-

- | | | |
|----|---------------------------|----|
| 1 | Chelā Kapu ✓ | f. |
| 2 | Enoka te Wano ✓ | m. |
| 3 | Hapumana Hoani ✓ | " |
| 4 | Himi Rotā ✓ | " |
| 5 | Horiana te Kama ✓ | f. |
| 6 | Hamotū | m. |
| 7 | Himeiwāho Romgitiketike ✓ | f. |
| 8 | Hepi te Huia ✓ | m. |
| 9 | Hauraki Tonganui | " |
| 10 | Hoani Taipua. | " |
| 11 | Hatari Makuini ✓ | f. |
| 12 | Karawhira Kapu ✓ | " |
| 13 | Keitā Horiana ✓ | " |
| 14 | Marahera Kapu. | " |
| 15 | Muhira te Okowai | " |
| 16 | Ngatāu Hoani | m. |
| 17 | Ngaraka Ngamane ✓ | f. |
| 18 | Ngahine Rore | " |
| 19 | Pātū Hoani | m. |
| 20 | Piripi te Ra Waraki ✓ | " |
| 21 | Ria Waraki ✓ | f. |
| 22 | Rangihōapu te Huri | m. |
| 23 | Rangiokioki Makuini ✓ | f. |
| 24 | Rangiaue Weretā | " |
| 25 | te Rehina te Hine | " |
| 26 | Tamatihura Kapu | m. |
| 27 | te Kawa te Huia. ✓ | " |
| 28 | Turutūmōtū | f. |
| 29 | te Ra Horiana | " |
| 30 | te Ringahora Kapu | " |
| 31 | Tuhūwiri | m. |

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- akoni C.1. August 11. 1891.
- 22 Te Miri Rangitōhēviri m.
 - 23 Tukino Tutoa
 - 24 Teahua, Tukino
 - 25 Te Waiti, Kohaia m.
 - 26 Te Parehua Kemere
 - 27 Waraki Kapu m.
 - 28 Weretā Hoani "
 - 29 Wiripine Tamatēhura

39
27
66

Schedule of Mirors

Mirors

Trustees

| | | |
|-------------------------|--------|-------------------------|
| 1 Orihi Karawhira | 9. 8 | Karawhira Kapu |
| 2 Hatua Hineiwaho | m 9. | Hineiwaho Rangitikelike |
| 3 Kirakira Kapu | " 2 | Tamatēhura Kapu |
| 4 Kopu Horoana | " 14 | Weretā Hoani |
| 5 Kinohaku Hineiwaho | " 10 | Hineiwaho Rangitikelike |
| 6 Kahutahi Hineiwaho | " 7 | |
| 7 Matēima Arutā | 9. 1 | Arutā Kapu |
| 8 Mamae Kēpi | " 5 | Kēpi te Kēua |
| 9 Ngawaratā Kēhira | " 10 | Kēhira Moroati |
| 10 Parewhelē Kapu | " 4 | Tamatēhura Kapu |
| 1 Pitihira Ria | m 2. | Ria Waraki |
| 2 Rangitōhēviri te Miri | m 8 11 | Arutā Kapu |
| 3 Rangipuatā Kapu | 9. 1 | Tamatēhura Kapu |
| 4 Rota Moētū | m 6 | Kēmi te Moētū |
| 5 Koriori Waraki | " 7 | Waraki Kapu |
| 6 Te Karawhira | " 13. | Karawhira Kapu |
| 7 Te Pūrua Kapu | 9. 11 | Tamatēhura Kapu |
| 8 Te Uranga Kapu | " 6 | " |
| 9 Toriwai Weretā | m 7 | Weretā Hoani |
| 20 Te Melina Weretā | " 3 | " |
| 1 Tohitau Horoana | " 8 | " |

Mimors

Trusts

- 22. Te Maani Houama
- 3. Te Keēpa Hihira
- 4. Te Moroaite Hihira
- 5. Te ni Waata
- 6. Wiriipini Marakera
- 7. Waulāpu Patū

- 9. 11. Waretā Hōmi Pouakani C. 1
- m. 8 Hihira, Moroaite August. 17. 1891
- " 6 " " "
- " 1 Hēpi te Hūia
- 9. 8 Marakera Kapu
- " 3. Waretā Hōmi

Pouakani C. No 2. (or whatāho)

Area. 250. 0. 0.

Order in favour of. No restrictions

| | |
|--------------------|-----------|
| Te Rerehau. Kahotā | m. 1/2. |
| Kahotā te Hūhū | m. 5. 1/8 |
| Te Kaeua te Hūhū | " 4 1/8 |
| Kerara te Hūhū | 9. 2. 1/8 |
| Mētāntā te Hūhū | 9. 1 1/8 |

Order of

To be a square block 1/2 bush, & 1/2 open land.

Pouakani C. No 3.

area. 12,000 acres. No restrictions

Order in favour of.

Karawhira Kapu 9.

No restrictions

Order of

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Pouakani C. 4
August 11. 1897

Pouakani C. No. 4 (or. Tuaropaki)
1/8 of bush. 250 acres, to be taken ^{next} to Hitiui.

Order of

- Order in favour of.
- Waraki Kapu m.
 - Tamatihura Kapu m.
 - Arela Kapu ✓ f.
 - ↳ Karawhira Kapu "
 - Marahera Kapu "
 - Ria Waraki "
 - Moani Teipua m.
 - Wereta Hoani "

In equal shares. no restrictions

17
39
66

Order of

Pouakani C. No. 1 Sect. A. (one acre)
Berial ground at Kaiwha where N'Apakura
& Miti Kuru and others are buried. Inalienable

Order in favour of.

- Turimani m. 1/3
- Marahera Kapu f. 1/3
- Tukuruiwai m. 1/3

Order of

Pouakani C. D. No. 1. (Hot Spring)
Order in favour of ^{Ohuigariki} : 10 acres Inalienable
Hitiui's people vide Pouakani D. No. 2. + 1/2
Karawhira's people vide L. C. No. 1. 1/2

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(Parakiri)

Pouakani C.D. 702. (Hot Spring)

Pouakani C.D. 2

Order in favour of. (10 acres) Inalienable

August 11. 1891

Kiliri's people vide Pouakani D. 702. 1/2

Karawhira's people C. 707. 1/2 Order 20/-

Pouakani D 7157. (1 acre) (Kamahi Korio)

Order in favour of Kiliri te Paerata Inalienable Order 20/-

Pouakani D 702. (or Wairarangi)

Area 3000 acres. Inalienable except by lease. 21 years

Boundaries — commencing at the South East

corner of Pouakani D 702 block on the boundary between Order 20/-
ihoi and Pouakani blocks thence easterly along the said
boundary to a point in the Quaropaki bush East of Le Paerata,
thence turning Northerly and running to a point at the edge
of Otaimare bush West of the track (this line to include Wairangi
house and the graves in that locality) thence Westerly to a
point on the West side of last named bush, thence by a swinging
line running until it strikes the Pouakani D 702 block,
thence along the Eastern boundary of the said block to the
point of commencement. As the same is shown on the
plan produced before the Court. The above boundaries
to include one eighth of the Quaropaki bush.

Order in favour of. (Shares equal).

- | | | |
|---|-------------------|----|
| 1 | Amiria te Domo | 9. |
| 2 | Ahumai te Paerata | " |
| 3 | Aretā Daipua | " |
| 4 | Kiliri te Paerata | m |
| 5 | Kehiri te Arani | 9. |
| 6 | Kapi Ngakao | m |
| 7 | Kera Kapi | 9. |
| 8 | Korohau Kiliri | " |

Alle 2

Pouakami No. 2.
August 11. 1871.

| | | |
|----|---------------------------|----|
| 9 | Kmekapi te Paehua | F. |
| 10 | Hokepa, Tukituki | m. |
| 11 | Huirua Ihapera | " |
| 12 | Hori te Dawu | " |
| 13 | Hoani Ngarau | " |
| 14 | Hemi Rotā | " |
| 15 | Malāwaia Takiwa | " |
| 16 | Merekai te Awaite | F. |
| 17 | Maratā Kitiri | " |
| 18 | Monika te Paehua | " |
| 19 | Ngakuru te Rangikauwhiria | m. |
| 20 | Ngahonga te Tomo | " |
| 1 | Noaia Takiwa | F. |
| 1a | Ngahiraka Malāwaia | " |
| 2 | Ngaru te Paehua | " |
| 3 | Ngati te Huiā | " |
| 4 | Ngarino Patōropa | " |
| 5 | Ngangira te Tini | " |
| 6 | Ngawhiva Tamiora | m. |
| 7 | Ohiwia Ngakao | F. |
| 8 | Pipiana te Tomo | " |
| 9 | Pouaka Takiwa | m. |
| 30 | Parahi te Huritini | " |
| 1 | Pirikira te Tomo | F. |
| 2 | Puaki Iaria | m. |
| 3 | Parepare Ngahonga | F. |
| 14 | Pitiera Taipua | m. |
| 5 | Patina Hokopakake | " |
| 6 | Papuha te Tini | F. |
| 7 | Pitā Ngahiraka | m. |
| 8 | Rehitā Takiwa | " |
| 9 | Rangititia Kitiri | F. |
| 40 | Rangiaue Weretā | " |
| 1 | Takiwa te Momo | m. |
| 2 | Tini Wadā te Kohika | " |

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| | | |
|------|-------------------------|----|
| ✓ 43 | Te Piwa te Tomo | m. |
| ✓ 4 | Teiiri Takiwa | " |
| ✓ 5 | Takiwa Takiwa | " |
| ✓ 6 | Te Whatanui Takiwa | " |
| ✓ 7 | Te Chai Takiwa | f. |
| ✓ 8 | Teiiri Teiiri | " |
| ✓ 9 | Te Heuheu Teiiri | m. |
| ✓ 50 | Takawa te Heuheu | f. |
| ✓ 1 | Te Kahui te Heuheu | " |
| ✓ 2 | Te Rohu te Teiiri | " |
| ✓ 3 | Te Whakatāute te Heuheu | m. |
| ✓ 4 | Te Marae te Heuheu | f. |
| ✓ 5 | Te Aonui Matāwaia | m. |
| ✓ 6 | Te Arani Matāwaia | " |
| ✓ 7 | Te Miterā Heiiri | " |
| ✓ 8 | Teiiri Tangō | f. |
| ✓ 9 | Teiiri Hone Teiiri | m. |
| ✓ 60 | Te Paerata Heiiri | " |
| ✓ 1 | Teiiri Ngakuru | f. |
| ✓ 2 | Te Wiki Heiiri | " |
| ✓ 3 | Te Tokomauu te Piwa | m. |
| ✓ 4 | Teiiri te Piwa | f. |
| ✓ 5 | Te Korae te Piwa | m. |
| ✓ 6 | Teiiri te Paehua | " |
| ✓ 7 | Te Pora te Teiiri | f. |
| ✓ 8 | Tangō Tamaiwhana | m. |
| ✓ 9 | Te Kuatāka Takiwa | f. |
| ✓ 10 | Teiiri Kipa | m. |
| ✓ 1 | Te Mite Kipa | " |
| ✓ 2 | Te Whakāmenonga | f. |
| ✓ 3 | Teiiri Rāhuriahu | m. |
| ✓ 4 | Te Rerehau Kahotea | f. |
| ✓ 5 | Te Wakahiia te Teiiri | " |
| ✓ 6 | Te Paehua Kipa | m. |

Pouakani 102

August 11. 1891

1891

Pouakoriri No. 2.
August 11. 1891-

- ✓ 77 Te Hiko te Aonui 9.
- ✓ 8 Tokona Kerahi m.
- ✓ 9 Whete Kihiri "
- ✓ 80 Waretini te Piwa "
- ✓ 1 Waho te Ioni "

Schedule of Minors

81 minors
38
119

| Minors | Trustees |
|-----------------------------|-------------------------|
| ✓ 1 Hauauru Parati m.10 | Takorea te Heuheu |
| ✓ 2 Kiuawa Parati m.8 | " " |
| ✓ 3. Kahura te Arani " 1 | Te Arani Matawaia |
| ✓ 4 Kaholea te Heuheu " 8 | Te Heuheu Tukino |
| ✓ 5 Kerani te Heuheu 9.4 | " " |
| ✓ 6 Kingi te Aonui m.5. | Te Aonui Matawaia |
| ✓ 7 Muihoma te Takuwa " 13. | Pihama te Tono |
| ✓ 8 Momae Hepi 9.4 | Ngakuru te Romakauwhiri |
| ✓ 9 Mitānā te Heuheu " 2. | Te Heuheu Tukino |
| ✓ 10 Matērira te Aonui " 1 | Te Aonui Matawaia |
| ✓ 1 Maratā te Tōpū " 6 | Tōpū Tōnuora |
| ✓ 2 Mōunga te Tōpū m.3 | " " |
| ✓ 3 Nuka noa Hepi " 10 | Oruwa Ngakao |
| ✓ 4 Nepia Kipa " 4 | Kipa te Whetu |
| ✓ 5 Parekaihuwa Reweti 9.18 | Ngahiraka Matawaia |
| ✓ 6 Parewera Reweti " 15 | " " |
| ✓ 7 Paringatāi Merikai m.12 | Merikai te Awati |
| ✓ 8 Patōroha Hepi " 2 | Ngakuru te Romakauwhiri |
| ✓ 9 Parerohi te Aonui 9.3. | Te Aonui Matawaia |
| ✓ 20 Ramiha Ioni m.6 | Oruwa Ngakao |
| ✓ 1 Rangitēki Arani 9.7 | Te Arani Matawaia |
| ✓ 2 Ripai te Piwa " 4 | Ngakuru te Romakauwhiri |
| ✓ 3 Peremoa Ngataw " 12 | " " |
| ✓ 4 Te Hodiriri Paerata " 1 | Oruwa Ngakao |

dr

Mmors

Justices

- ✓ 25. Te Pukerua Mirikai
- ✓ 6 Te Ngaru-o-te Kohera
- ✓ 7 Tauiā te Arani
- ✓ 8 Te Umukaihau Saipua
- ✓ 9 Te Wenerau Kerahi
- 30 Takareu Kerahi
- ✓ 1 Samali Mahera Kerahi
- ✓ 2 Te Kaeua te Heuheu
- ✓ 3 Te Moiro te Aonui
- ✓ 4 Te Popo te Kahui
- ✓ 5 Te Raehina Reweti
- ✓ 6 Wetera Pophio
- ✓ 7 Wpimeu Heuheu Kerahi
- ✓ 8 Wirike te Tuiri

- M 14 Mirekai te Awaiti Pouakani D. 2
- D. 6 Manatā Hōri August 11. 1891
- 3. Te Arani Matawaia
- M 14. Hoani Saipua
- D. 8 Laurence M. Grace
- " 5 " "
- M 1 " "
- " 6 Te Heuheu Tekeho
- " 7 Te Aonui Matawaia
- " 13. Te Kahui te Heuheu
- " 19 Ngahuraka Matawaia
- " 4 Pipiana te Tomo
- " 3. Laurence M. Grace
- " 2. Tuiri Sakuwa

Pouakani D N 3. (1000 acres)

Order of

Order in favour of. No restrictions
Te Kahui-i-te Heuheu D. ✓

Pouakani D N 4 (3000 acres)

Order of

Order in favour of. No restrictions
Te Kahui-i-te Heuheu D. ✓

SCHEDULE 2

**LIST OF OWNERS OR THEIR DESCENDANTS IDENTIFIED BY THE
MAORI LAND COURT (WELLINGTON REGISTRY) BY ORDER
DATED 11 MAY 1959**

Oriwia Simeon
Mihi Broughton
Kawaurukuroa Hanita Paki
Potangotango Hanita Paki
Kiri Johns
Ada Tatana
Kathleen Wallace
Joseph Hanita Paki
John Hanita Paki
Josephine Hanita Paki
Ritihira Hanita Paki
Maureen Taueki
Sandra Taueki



SCHEDULE 3

**ORDER OF THE MAORI LAND COURT (WELLINGTON REGISTRY)
DATED 11 MAY 1959**

ORDER UNDER SECTION 452 OF THE MAORI AFFAIRS ACT, 1953

In the Maori Land Court
of New Zealand

IN THE MATTER of Section 452 of the
Maori Affairs Act, 1953

AND

IN THE MATTER of Whakahinga Piripi
Ngatuere deceased.

Wellington, the 11th day of May 1959.

WHEREAS upon application duly made to the Chief Judge under Section 452 of the Maori Affairs Act, 1953, it has been proved that the Succession orders made by the Maori Land Court upon the 20th day of April 1950 to the beneficial freehold interests of Whakahinga Piripi Ngatuere deceased in the pieces of land known as Hokio Maori Township and Ohotu No. 8 (Aotea District) and the Succession Order made on the 23rd day of September 1953 to the beneficial freehold interests of the said deceased in the Poukani block were erroneous in fact by reason of an error in the presentation of the facts of the case to the Court

NOW THEREFORE I, David Gordon Bruce Morison, the Chief Judge of the Maori Land Court, acting upon the said application under the provisions of the said Section 452 for the purpose of remedying the said error DO HEREBY ORDER that the said orders BE AND THE SAME ARE HEREBY ANNULLED BY:

(a) deleting the names of all the successors named in the respective succession orders

and

(b) substituting the names of the following persons for the shares set out opposite their respective names:

| | | |
|--------------------------|------|------|
| Oriwia Simeon | f.a. | 1/12 |
| Mihi Broughton | f.a. | 1/12 |
| Kawaurukuroa Hanita Paki | m.a. | 1/12 |
| Potangotango Hanita Paki | m.a. | 1/12 |
| Kiri Johns | f.a. | 1/12 |
| Apa Tatana | f.18 | 1/12 |
| Kathleen Wallace | f.17 | 1/12 |
| Joseph Hanita Paki | m.15 | 1/12 |
| John Hanita Paki | m.13 | 1/12 |
| Josephine Hanita Paki | f.10 | 1/12 |
| Ritihira Hanita Paki | f.9 | 1/12 |
| Maurcen Tauaki | f.13 | 1/24 |
| Sandra Tauaki | f.11 | 1/24 |

AS WITNESS the hand of the Chief Judge and the Seal of the Court.



Original Error

Annulled

Whakapapa Number One

| | | | |
|--------------|-------|---------------------|-------------------------------|
| Kupe | ————— | (Canoe) | Matahourua |
| Matangiorupe | | | |
| Karotaha | | Tribal Affiliations | Mua-o-le-Jangata or Mua-upoko |
| Taitahouri | | — | Rangitane |
| Taitahotea | | — | Whanganui |
| Horouta | | — | Taranaki |
| Amarunui | | — | Tainui |
| Amarupuhake | | — | Araua |
| Shingairiki | | | |
| Rotorua | | Hapu Affiliations | Ngati Tara |
| Tupatunui | | — | Ngati Pariri |
| Amarumoari | | — | Ngati Hikairo |
| Rereao | | — | Ngati Rereahu |
| Jamakitohau | | | |
| Taingaruru | | | |

Whakarangotai

Ngataitoko — Hikaototo

Kawainga

Pariri — Je Hukui

Je Rangitupokupo

Jui — Huratepapa

Je Matua — Keromaki

Je Awha

Je Upokoluuta

Jamati

Joata

Ngamarae — Henare Hamuharu

Paraki

Hanita — Roka

Henare — Ngamarae

Kawaurukuroa — Kihira Hunani Tukupua

Hanita — Roka

Kawaurukuroa Hanita Paki

Kihira Hunani Tukupua

(My Father)

(My Mother)

Wai 33

John Javika Paki

5/19/88

Signed: John Javika Paki

John Javika Paki

John Javika Paki

Whakapapa Number Two

Kupe
 Matangiorupe
 Ruarangi
 Whatonga ——— (Canoe) Kurahaupo
 Tara
 Wakaruu
 Turia
 Te Aohaeretahi
 Tuteremoana ——— Wharekohu
 Je Puehu
 Je Aweawe
 Tama-paka ——— Maiao
 Hunga
 Tuiwharemoa
 Tamarere
 Je Aonui

2A.

| | |
|----------------------|---|
| Rangimahuki | Ngati Tuiwharetoa |
| Je Rangiwetia | Je Rangitira ——— Waitapu |
| Ngarue ——— Haupo | Je Piungatai |
| Huikurangi | Whakatotopipi ——— Hekeawai (Whanganui) |
| Muriwhakaroa | Tukaiora ——— Weka |
| Hauiti | Hitaua |
| Je Waaka ——— Turangi | Pehi Turoa I |
| Kirikau ——— Mahanga | Pehi Turoa II (Pakoro) |
| Ruta ——— Matakatea | Wai Hatakeke ——— Tukapua |
| o Roka ——— Harita | Emily Broughton ——— Jaupo Hurinui Tukapua |
| Kawaurukuroa | Rilihira Haranui Tukupua o |
| (My Father) | (My Mother) |

Certified Copy of Entry of Birth in the Registrar-General's Office

Registration at Levin.....

| | |
|---|-----------------------|
| Child (Te Tamaiti) | 9 March 1940 |
| 1. Date of Birth (Te Ra i Whanau ai) ... | |
| 2. Place of Birth (Te Kainga i Whanau ai) | Otaki |
| 3. Christian or first names (Ingoa Iriiri)... (If child stillborn, to be noted in this column) (Mehemea he tamaiti-mata-roto me whakaatu ki ko nei) | John |
| 4. Sex (He Tane he Wahine ranei) (M or F) | M |
| Father (Papa) | |
| 5. Name in full (Te katoa o tona ingoa)... | Ruku Hanita Paki |
| 6. Residence (Kainga) | Kouturoa Levin |
| 7. Tribe (Iwi) | Muaotetengata |
| 8. Description (Ahuatanga) | Maori of Full Blood |
| Mother (Whaea) | |
| 9. Name in full (Te katoa o tona ingoa)... | Ritihira Tukapua Paki |
| 10. Residence (Kainga) | Kouturoa Levin |
| 11. Tribe (Iwi) | Muaotetengata |
| 12. Description (Ahuatanga) | Half Caste |
| 13. Name and Surname of child, if there has been any addition or alteration after registration of birth | - |

Certified to be a true copy of an entry of birth
in the records of the Registrar-General's office.

Given under the seal of the Registrar-General at Lower Hutt,

this 23 day of June 1989



CAUTION - Any person who (1) falsifies any of the particular certificate, or (2) uses it as true, knowing it to be false, prosecution under the Crimes Act 1961.

Benj

P. 12-13

