RANGITĀNE O WAIRAU

and

RANGITĀNE O WAIRAU SETTLEMENT TRUST

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: DOCUMENTS

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1. OVERLAY CLASSIFICATIONS

1.1: OVERLAY CLASSIFICATION CREATED OVER LAKES ROTOITI AND ROTOROA, NELSON LAKES NATIONAL PARK

1. DESCRIPTION OF AREA

1.1 Lakes Rotoiti and Rotoroa, Nelson Lakes National Park, as shown on OTS-099-31.

2. PREAMBLE

2.1 Pursuant to section 54 of the draft settlement bill (clause 5.1.2 of the deed of settlement), the Crown acknowledges the statement by the Rangitāne o Wairau Settlement Trust of their cultural, spiritual, historic and/or traditional values relating to Lakes Rotoiti and Rotoroa, Nelson Lakes National Park as set out below.

3. RANGITĀNE VALUES

Rangitāne are among the iwi who trace their connections to the lakes through their ancestor Kupe. According to tradition Lake Rotoiti ('Small Waters') and Lake Rotoroa ('Large Waters') are the eye-sockets of the great wheke (octopus) Muturangi. In the ancestral homeland, the wheke was in the habit of interfering with fishing expeditions undertaken by Kupe's people, and by some accounts had been responsible for the death of Kupe's relatives. Kupe set out in his waka Matahourua to destroy the wheke, and pursued it all the way to Aotearoa, where he killed it at the entrance to Tory Channel with a fierce downward blow of his spear or paddle (paoa) and took out its eyes. Arapaoa Island takes its name from this incident, and Te Taonui (Cape Jackson) represents Kupe's weapon. At certain times of the year red water flows through Tory Channel. This represents the blood of the wheke. The eyes of the wheke are Nga-Whatu-kai-ponu (the Brothers Islands).

The resources of the lakes and environs were used by Ngāti Tumatakokiri tupuna, and later by Rangitāne (and the other Kurahaupō iwi) when they established themselves in Te Tau Ihu and inherited the mana of Ngāti Tumatakokiri through intermarriage. The lakes have added significance for the iwi as they are the source of five important waterways: the Kawatiri, Motueka, Motupiko, Waiau-toa and Awatere rivers.

The lakes also formed the central terminus or hub of a series of well-known and well-used tracks ('the footprints of the tupuna') linking Rangitāne communities elsewhere in Te Tau Ihu. The lakes were particularly associated with the Ngai Te Heiwi hapū. Ngai Te Heiwi are linked through whakapapa to Rangitāne and the other Kurahaupō iwi, giving use and access rights to all. While the lakes formed a geographical link with the wider Te Tau Ihu district, shared connections with Ngai Te Heiwi guaranteed the maintenance of wider iwi rights and access. The Rangitāne tupuna Tamahaerangi and his wife Hawini are tupuna particularly associated with Ngai Te Heiwi and the lakes area.

The lakes and their environs were a rich source of mahinga kai, including birds (kiwi, kokako, piopio, bush wren and blue ducks), kiore, eels, inanga, fern root and the root of the ti tree, and berries of the miro, tawa, kahikatea and totara. A shrub called neinei is only found in the lakes area. This shrub was used to make korowai and is highly valued by the iwi.

The region was a refuge for Rangitāne (and other Kurahaupō people) after the northern invasions, and formed a secure base for warriors who continued to harass and threaten the iwi hou, particularly in the Whakatu area, a short distance from the lakes along a well known trail. Extensive and well-established fern gardens on the north facing slopes above Lake Rotoroa were cleared by burning and planted by Rangitāne after the invasions. The gardens were described by European visitors to the region in the 1840s. These early European visitors observed signs of recent and ongoing occupation and use of the lakes area, including

the fern gardens, recently burned off ground and bird snares, and huts of a unique design used seasonally or as more permanent shelter by those who fled the iwi hou.

4. PROTECTION PRINCIPLES

4.1 The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Rangitāne values related to Lakes Rotoiti and Rotoroa within the Nelson Lakes National Park:

(a) Protection of and respect for wāhi tapu, indigenous flora and fauna and the wider environment at Lakes Rotoiti and Rotoroa;

(b) Recognition of the mana, kaitiakitanga and tikanga of Rangitāne at Lakes Rotoiti and Rotoroa;

(c) Respect for Rangitāne tikanga at Lakes Rotoiti and Rotoroa;

(d) Recognition and respect for Rangitāne's particular association with Lakes Rotoiti and Rotoroa;

(e) Accurate portrayal of Rangitāne associations with Lakes Rotoiti and Rotoroa; and

(f) Recognition of Rangitāne's significant spiritual and physical relationship with Lakes Rotoiti and Rotoroa.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to clause 5.1.7 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

(a) Department of Conservation staff and volunteers will be provided with information in regards to the cultural importance of Lakes Rotoiti and Rotoroa to Rangitāne;

(b) Rangitāne will be consulted regarding the provision of all new Department of Conservation public information regarding Lakes Rotoiti and Rotoroa and where appropriate the content will reflect their significant relationships with these lakes;

(c) The Department of Conservation will ensure that their management of the lakes and the rivers and streams which flow into Lakes Rotoiti and Rotoroa maintains, or where possible enhances, the ecological health of the lakes; and

(d) The Department of Conservation's work programme will include measures to monitor the health of, and where necessary take steps to protect, the indigenous flora and fauna of the lakes.

1.2 OVERLAY CLASSIFICATION CREATED OVER WAIRAU LAGOONS AND TE POKOHIWI / BOULDER BANK HISTORIC RESERVE

Clause 5.1.1(b)

1.2: OVERLAY CLASSIFICATION CREATED OVER WAIRAU LAGOONS AND TE POKOHIWI / BOULDER BANK HISTORIC RESERVE

1. DESCRIPTION OF AREA

1.1 Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve, as shown as "A" and "B" on OTS-099-68. Section 1 SO 7049, Section 3 Block I and Section 3 Block II Clifford Bay Survey District, Sections 3, 4, 5, and 6 Wairau District, Lot 1 DP 6087, Sections 9, 10, and 21 Opawa District, Part Sections 11 and 22 Opawa District, and Lot 1 DP 6162.

2. PREAMBLE

2.1 Pursuant to section 54 of the draft settlement bill (clause 5.1.2 of the deed of settlement), the Crown acknowledges the statement by the Rangitāne o Wairau Settlement Trust of their cultural, spiritual, historic and/or traditional values relating to the Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve as set out below.

3. RANGITĀNE VALUES

The Wairau Lagoons and an associated extensive complex of pā, kainga, cultivations and urupā formed the cultural, spiritual and economic heart of the Rangitāne iwi in the Wairau. The area remains central to the identity and mauri of the iwi.

The lagoons were rich eeling and birding grounds of inestimable importance. According to Rangitāne tradition, Te Huataki, leader of the Rangitāne people who settled the Wairau in the seventeenth century, was drawn to the area because of the rich resources of the lagoons. The lagoons were known as Wahanga-a-Tangaroa and Mataora (the 'Long Lagoon' and the 'Big Lagoon' respectively).

Extensive modification of the natural waterways was subsequently carried out by Rangitāne from the mid-1700s. They created massive artificial channels (the total length of which are around 26km) and ponds for trapping birds, fish and eels. The canals average about 3 meters in width and up to a metre in depth, though some on Budges Island are 15 metres wide. It is estimated that approximately 60,000 cubic yards of soil was excavated using the traditional ko, or wooding digging implement. This was one of the great engineering feats of the pre-contact period, and confirms that a large population inhabited the area. This work was begun under the direction of the Rangitāne rangatira Patiti and Te Whatakoiro, and completed by the succeeding generation under Tama Ngenge, Te Whatakoiro's son. Many of the canals and ponds were named for the tupuna particularly associated with them, including Morepo and Tukanae. The soil was removed and placed in a hand-cart or stretcher, which was lifted and carried away. At regular intervals the canal banks had buttresses projecting into the channel so as to narrow the waterway. At these narrowed gaps eel traps and nets were fixed. Close to the buttresses were sands pits, into which the catch was emptied.

Wildfowl (ducks and swans) were also captured in the lagoons during the moulting season (January to May), when the birds were unable to fly. Moulting ducks were known as maumi. The birds were potted in their own fat in calabashes or containers made from totara bark or kelp obtained from Te Pokohiwi ('Kupe's Elbow', also known as the Boulder Bank). Some preserved birds were kept for local consumption, and some were traded with other iwi. Strict rahui and conservation protocols were placed on the lagoons in order to preserve the various marine and bird species. The lagoons have remained an important source of mahinga kai for Rangitāne up to recent times.

1.2: OVERLAY CLASSIFICATION CREATED OVER WAIRAU LAGOONS AND TE POKOHIWI / BOULDER BANK HISTORIC RESERVE

Two major Rangitāne occupation areas were located within the lagoons complex - one on Budges Island and the other in the 'frying pan' area between Chandler's Lagoon and the Big Lagoon. Morepo, an island in the lagoon, contains an urupā which is the burial place of the Rangitāne tupuna from whom the island takes its name. A number of other pā (with associated urupā) and kainga were built in and around the lagoons to protect the valuable resources of the area.

A series of pā were located on Te Pokohiwi (the Boulder Bank) which enclose the lagoons on their seaward side. The first of these, named Moua, was located at the northern end of Te Pokohiwi on what is known as the Wairau Bar. Another pā a little to the south was named Te Aropipi. The next was located a mile to the south, and was known as Te Pokohiwi. This was the main pā on the Boulder Bank. The fourth pā and urupā, known as Motueka, was on an island in the lagoons. The tupuna Purama was buried at this place. Two further pā, Utawai and Mokinui, were located at the southern end of the lagoons. Mokinui was a residence of Te Huataki, who led the first Rangitāne migrations to Te Tau Ihu. Another pā named Te Taumanu-o-Matahoura (named after the waka in which Kupe travelled to Aotearoa) was located at Te Parinui-o-Whiti (White Bluffs). This was a residence of Te Hau, a legendary Rangitāne tupuna. Near the pā is a rock formation resembling part of Kupe's waka, Te Taumanu-o-Matahoura.

The whole of Te Pokohiwi, especially its northern part (the Wairau Bar), was highly suitable for a fowling and fishing economy. It gave access to the sea and ample quantities of firewood. Whitebait was present, and kahawai ran seasonally into the river and lagoon. Eels, flounder, shellfish, swans and ducks (grey and paradise) also abounded. Rock formations running out to sea near Te Pokohiwi pā were a good source of mussels and were greatly valued by Rangitāne. These were used well into the twentieth century.

Large numbers of moa were also hunted by the very early inhabitants. One theory is that the birds were rounded up in the Wairau plain or driven down from the Vernon hills, herded round the base of the Mataora Lagoon, and then driven along the Bar to the cul-de-sac provided by its northern end where they were killed.

During the twentieth century Rangitāne continued to maintain their ancient associations with the lagoons and the resources of the area, and attempted to exercise their kaitiaki responsibilities.

Te Pokohiwi was not only a Rangitāne occupation area and important source of mahinga kai, but was also an urupā and wāhi tapu complex. Burials on the Bar date from around the thirteenth century, when the area was the home of Aotearoa's founding population. Rangitāne, who continued to bury their own dead in this urupā, are connected through whakapapa with these very early inhabitants, and are kaitiaki of this deeply sacred place. Te Pokohiwi was an important noho huihui (gathering place) where significant events affecting the iwi were debated and agreed, including the manner of Rangitāne engagement with settlers in the mid-1850s.

Rangitāne attempted to exercise their kaitiaki responsibilities, and strongly opposed archaeological excavations of their urupā at Moua, on the northern extremity of Te Pokohiwi, between 1939 and 1954. After a protracted struggle Rangitāne kaitiaki responsibilities were finally recognised, and tupuna kōiwi (bones of the ancestors) taken from Moua have been re-interred.

4. PROTECTION PRINCIPLES

4.1 The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Rangitāne values related to Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve:

(a) protection of wāhi tapu, indigenous flora and fauna and the wider environment within the Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve;

(b) recognition of the mana, kaitiakitanga and tikanga of Rangitāne over, and within, the Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve;

(c) recognition of Rangitāne as kaitiaki over the Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve mahinga kai and other traditional resources;

(d) acknowledgement of Rangitāne tikanga / kawa over the Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve;

(e) respect for the association of Rangitāne with the Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve;

(f) recognition of the historical, cultural and spiritual significance of the Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve to Rangitāne; and

(g) recognition of the relationship of Rangitāne with their wāhi tapu, wāhi taonga and sites of significance.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to clause 5.1.7 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

(a) Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Rangitāne values and cultural connection with Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve, as well as the existence of the overlay classification, and will be encouraged to respect Rangitāne's mana, kaitiakitanga and association with Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve;

(b) the Department of Conservation will work with Rangitāne on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;

(c) Rangitāne's association with Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve will be recognised in all new Department of Conservation information and educational material;

(d) Rangitāne will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Rangitāne cultural information with the consent of Rangitāne;

(e) significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;

(f) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Rangitāne will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites; and

(g) any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Rangitāne informed as soon as possible to enable them to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

2. STATEMENTS OF ASSOCIATION

2: STATEMENTS OF ASSOCIATION

The settling group's statements of association are set out below. These are statements of the settling group's particular cultural, spiritual, historical, and traditional association with identified areas.

LAKES ROTOITI AND ROTOROA, NELSON LAKES NATIONAL PARK

Rangitāne are among the iwi who trace their connections to the lakes through their ancestor Kupe. According to tradition Lake Rotoiti ('Small Waters') and Lake Rotoroa ('Large Waters') are the eye-sockets of the great wheke (octopus) Muturangi. In the ancestral homeland, the wheke was in the habit of interfering with fishing expeditions undertaken by Kupe's people, and by some accounts had been responsible for the death of Kupe's relatives. Kupe set out in his waka Matahourua to destroy the wheke, and pursued it all the way to Aotearoa, where he killed it at the entrance to Tory Channel with a fierce downward blow of his spear or paddle (paoa) and took out its eyes. Arapaoa Island takes its name from this incident, and Te Taonui (Cape Jackson) represents Kupe's weapon. At certain times of the year red water flows through Tory Channel. This represents the blood of the wheke. The eyes of the wheke are Nga-Whatu-kai-ponu (the Brothers Islands).

The resources of the lakes and environs were used by Ngāti Tumatakokiri tupuna, and later by Rangitāne (and the other Kurahaupō iwi) when they established themselves in Te Tau Ihu and inherited the mana of Ngāti Tumatakokiri through intermarriage. The lakes have added significance for the iwi as they are the source of five important waterways: the Kawatiri, Motueka, Motupiko, Waiau-toa and Awatere rivers.

The lakes also formed the central terminus or hub of a series of well-known and well-used tracks ('the footprints of the tupuna') linking Rangitāne communities elsewhere in Te Tau Ihu. The lakes were particularly associated with the Ngai Te Heiwi hapū. Ngai Te Heiwi are linked through whakapapa to Rangitāne and the other Kurahaupō iwi, giving use and access rights to all. While the lakes formed a geographical link with the wider Te Tau Ihu district, shared connections with Ngai Te Heiwi guaranteed the maintenance of wider iwi rights and access. The Rangitāne tupuna Tamahaerangi and his wife Hawini are tupuna particularly associated with Ngai Te Heiwi and the lakes area.

The lakes and their environs were a rich source of mahinga kai, including birds (kiwi, kokako, piopio, bush wren and blue ducks), kiore, eels, inanga, fern root and the root of the ti tree, and berries of the miro, tawa, kahikatea and totara. A shrub called neinei is only found in the lakes area. This shrub was used to make korowai and is highly valued by the iwi.

The region was a refuge for Rangitāne (and other Kurahaupō people) after the northern invasions, and formed a secure base for warriors who continued to harass and threaten the iwi hou, particularly in the Whakatu area, a short distance from the lakes along a well known trail. Extensive and well-established fern gardens on the north facing slopes above Lake Rotoroa were cleared by burning and planted by Rangitāne after the invasions. The gardens were described by European visitors to the region in the 1840s. These early European visitors observed signs of recent and ongoing occupation and use of the lakes area, including the fern gardens, recently burned off ground, bird snares, and huts of a unique design used seasonally or as more permanent shelter by those who fled the iwi hou.

TE OPE-A-KUPE (TE ANAMĀHANGA / PORT GORE)

Te Anamāhanga ('The Twin Bays') was one of the two tentacles of the Wheke Mutarangi, the great octopus killed by Kupe. The other was Te Anatohia (East Bay). Te Anamāhanga lies in the shadow of two maunga significant to Rangitāne. They are Puhikereru and Parororangi ('Stormy Sky'), named after a place in Hawaiki.

Te Anamāhanga was the landing place of Kupe's waka, Te Matahourua. Indentations on rocks were formed by Kupe's footprints at Te Ope-a-Kupe. Karaka trees at Te Anamāhanga are known to the iwi as Te Karaka o Kupe, because the famous navigator is believed to have introduced

them. Because of the associations with Kupe this iconic area remains central to the identity of Rangitāne and the other Kurahaupō iwi. Kupe's great granddaughter Waipuna was the wife of Tautoki and mother of Rangitāne, from whom the iwi take their name.

Te Ope-a-Kupe is a tauranga waka (canoe landing site) still used by the people today. This site was the landing place for important waka and tupuna including Te Ara-a-Tawhaki, the waka of Te Whakamana, Tahatu, the waka of Tukanae, and Makawhio, the waka of Te Huataki, an important Rangitāne tupuna.

Te Anamāhanga was one of the first places in Te Tau Ihu occupied by Rangitāne. It contains pā sites, cultivations, kainga and urupā. It was also an important fishing area (mahinga mataitai), giving access to koura, paua, karengo and kopakopa (a type of mussel) and birds, and was an important source of game introduced after contact (deer and pigs).

MT STOKES (PARORORANGI)

Parororangi (1203m) is the highest point in the Marlborough Sounds. It is a deeply tapu maunga. The name means 'Stormy Sky'. It is a place where hauhunga ceremonies were carried out.

A race of mythical people called Patupaiarehe, said to be the first occupiers of Aotearoa, lived in remote mountain areas not usually trodden by humans. They are said to have spirited away Māori women to take as wives, and the offspring of these unions were known as konako or korako: people of light complexion.

According to Rangitāne tradition two Patupaiarehe were captured on the Parororangi maunga by their tupuna. One was a man and one a woman. The man was killed and the woman became the wife of a rangatira. From them descended a line of beautiful women culminating in Kunari, the daughter of Tamahau, who had arrived in Te Tau Ihu on the waka Te Awatea.

For Rangitāne their descent from the Patupaiarehe people represents a link between the spiritual and human realms; the 'upper realm' (te kauwau runga) and the 'lower realm' (te kauwau raro). These spiritual links to the past form an integral part of Rangitāne identity today.

KOHI TE WAI (BOULDER BANK SCENIC RESERVE)

Kohi te Wai was a pā, kainga, cultivation area, urupā and important fishing station located on what is now known as Mackay's Bluff, near Whakatu (Nelson) on the landward end of Kohi te Wai (the Boulder Bank). Kohi te Wai is associated with Kupe. Two of his crew wished to stay in Te Waipounamu, and accompanied by two women, stole a canoe and set off. Kupe pursued them, but they recited karakia which caused the rocks which now form Kohi te Wai to fall from the cliffs at what is now known as Glenduan. This created a barrier and allowed them to escape Kupe's wrath.

Pā and cultivations at Kohi te Wai were observed by Dumont D'Urville in 1827. He called the pā 'Skoi-Tehai'. Later Kohi te Wai was the site of a battle with northern invaders.

WAIRAU LAGOONS AND TE POKOHIWI / BOULDER BANK HISTORIC RESERVE

The Wairau Lagoons and an associated extensive complex of pā, kainga, cultivations and urupā formed the cultural, spiritual and economic heart of the Rangitāne iwi in the Wairau. The area remains central to the identity and mauri of the iwi.

The lagoons were rich eeling and birding grounds of inestimable importance. According to Rangitāne tradition, Te Huataki, leader of the Rangitāne people who settled the Wairau in the

seventeenth century, was drawn to the area because of the rich resources of the lagoons. The lagoons were known as Wahanga-a-Tangaroa and Mataora (the 'Long Lagoon' and the 'Big Lagoon' respectively).

Extensive modification of the natural waterways was subsequently carried out by Rangitāne from the mid-1700s. They created massive artificial channels (the total length of which are around 26km) and ponds for trapping birds, fish and eels. The canals average about 3 metres in width and up to a metre deep, though some on Budges Island are 15 metres wide. It is estimated that approximately 60,000 cubic yards of soil were excavated using the traditional ko, or wooden digging implement. This was one of the great engineering feats of the pre-contact period, and confirms that a large population inhabited the area. This work was begun under the direction of the Rangitāne rangatira Patiti and Te Whatakoiro, and completed by the succeeding generation under Tama Ngenge, Te Whatakoiro's son. Many of the canals and ponds were named for the tupuna particularly associated with them, including Morepo and Tukanae. The soil was removed and placed in a hand-cart or stretcher, which was lifted and carried away. At regular intervals the canal banks had buttresses projecting into the channel so as to narrow the waterway. At these narrowed gaps eel traps and nets were fixed. Close to the buttresses were sands pits, into which the catch was emptied.

Wildfowl (ducks and swans) were also captured in the lagoons during the moulting season (January to May), when the birds were unable to fly. Moulting ducks were known as maumi. The birds were potted in their own fat in calabashes or containers made from totara bark or kelp obtained from Te Pokohiwi ('Kupe's Elbow', also known as the Boulder Bank). Some preserved birds were kept for local consumption, and some were traded with other iwi. Strict rahui and conservation protocols were placed on the lagoons in order to preserve the various marine and bird species. The lagoons have remained an important source of mahinga kai for Rangitāne up to recent times.

Two major Rangitāne occupation areas were located within the lagoons' complex - one on Budge's Island and the other in the 'frying pan' area between Chandler's Lagoon and the Big Lagoon. Morepo, an island in the lagoon, contains an urupā which is the burial place of the Rangitāne tupuna from whom the island takes its name. A number of other pā (with associated urupā) and kainga were built in and around the lagoons to protect the valuable resources of the area.

A series of pā were located on Te Pokohiwi (the Boulder Bank) which enclose the lagoons on their seaward side. The first of these, named Moua, was located at the northern end of Te Pokohiwi on what is known as the Wairau Bar. Another pā a little to the south was named Te Aropipi. The next was located a mile to the south, and was known as Te Pokohiwi. This was the main pā on the Boulder Bank. The fourth pā and urupā, known as Motueka, was on an island in the lagoons. The tupuna Purama was buried at this place. Two further pā, Utawai and Mokinui, were located at the southern end of the lagoons. Mokinui was a residence of Te Huataki, who led the first Rangitāne migrations to Te Tau Ihu. Another pā named Te Taumanu-o-Matahoura (named after the waka in which Kupe travelled to Aotearoa) was located at Te Parinui-o-Whiti (White Bluffs). This was a residence of Te Hau, a legendary Rangitāne tupuna. Near the pā is a rock formation resembling part of Kupe's waka, Te Taumanu-o-Matahoura.

The whole of Te Pokohiwi, especially its northern part (the Wairau Bar), was highly suitable for a fowling and fishing economy. It gave access to the sea and ample quantities of firewood. Whitebait was present, and kahawai ran seasonally into the river and lagoon. Eels, flounder, shellfish, swans and ducks (grey and paradise) also abounded. Rock formations running out to sea near Te Pokohiwi pā were a good source of mussels and were greatly valued by Rangitāne. These were used well into the twentieth century.

Large numbers of moa were also hunted by the very early inhabitants. One theory is that the birds were rounded up in the Wairau plain or driven down from the Vernon hills, herded round the base of the Mataora Lagoon, and then driven along the Bar to the cul-de-sac provided by its northern end where they were killed.

During the twentieth century Rangitāne continued to maintain their ancient associations with the lagoons and the resources of the area, and attempted to exercise their kaitiaki responsibilities.

Te Pokohiwi was not only a Rangitāne occupation area and important source of mahinga kai, but was also an urupā and wāhi tapu complex. Burials on the Bar date from around the thirteenth century, when the area was the home of Aotearoa's founding population. Rangitāne, who continued to bury their own dead in this urupā, are connected through whakapapa with these very early inhabitants, and are kaitiaki of this deeply sacred place. Te Pokohiwi was an important noho huihui (gathering place) where significant events affecting the iwi were debated and agreed, including the manner of Rangitāne engagement with settlers in the mid-1850s.

Rangitāne attempted to exercise their kaitiaki responsibilities, and strongly opposed archaeological excavations of their urupā at Moua, on the northern extremity of Te Pokohiwi, between 1939 and 1954. After a protracted struggle Rangitāne kaitiaki responsibilities were finally recognised, and tupuna kōiwi (bones of the ancestors) taken from Moua have been re-interred.

THE BROTHERS

The Brothers are known to Rangitāne as Nga Whatu-kai-pono ('The Eyes That Stand as Witness to the Deeds of Kupe'). The islands have always been a deeply tapu place. They are the eyeballs of Muturangi, the wheke (octopus) slain by Kupe, that he cast into the ocean after killing. The eye sockets of the wheke are Lake Rotoiti and Lake Rotoroa.

The tapu associated with the islands required travellers to recite karakia when crossing Raukawakawa Moana (Cook Strait), and only the descendants of Kupe, persons of high mana or tohunga could look at the islands. If they were gazed upon by anyone else a misfortune would occur. In order to avoid mishap the eyes of travellers of lesser mana were bound with kawakawa leaves. This is the source of the name Raukawakawa Moana.

KAITUNA RIVER AND ITS TRIBUTARIES

Rangitāne have strong associations with the Kaituna River and Valley. The headwaters of the river commence in the Wairau district, and a well-used and important trail linked Rangitāne settlements in the Wairau with Te Hoiere and Pelorus. The name Kaituna means 'Eel Food', which reveals the importance of this waterway and its associated wetlands as a source of mahinga kai. The river and its surrounds was also a good source of flax, and herring and flounder abounded at its mouth.

A number of pā, kainga and other sites were linked to the river. One of the most important of these was Motueka (on the present day site of Havelock township). This was a significant pā and tauranga waka near the mouth of the river. Another nearby pā located on the east bank of the Kaituna estuary was known as Pokiki, after the Rangitāne chief who resided there. About 40 people (including Rangitāne) were seen cultivating maize and potatoes here by Captain Drury of *HMS Acheron* in 1848. Pareuku was visited by the surveyor Barnicoat in 1843. Pokiki and Hura Kopapa were chiefs in residence at that time. Another Rangitāne pā was located at the headwaters of the Kaituna River in what is now known as Readers Valley. This pā was called Oraka-awhea (Salvation).

MAITAI (MAHITAHI) RIVER AND ITS TRIBUTARIES

Whakatu (Nelson) is located at the mouth of the Mahitahi River. Whakatu was named for a Ngāti Tumatakokiri tupuna who lived in the area 15 generations (or about 300 years) ago. Mahitahi is an old name for whitebait (inanga), which was once found in the river in abundance. The name refers to this resource. The river and its environs are a site of great significance for Rangitāne and other Kurahaupō iwi.

The river and its associated wetlands at Whakatu were an important source of fish, eels and flax. The wetlands were a valuable source of eels and upokororo (grayling, or native trout) into the twentieth century. A body of water in the city now called the Queens Gardens, known by early European settlers as the 'Eel Pond', is the last remaining vestige of once extensive wetlands associated with the river. The river also formed a major route to the Nelson Lakes and Te Hoiere.

A number of pā and kainga linked to the river were located in and around Whakatu, including Matangi Awhio. The tupuna Pohea (the great-great grandson of Turi, commander of the Aotea waka), left Whanganui and settled at Matangi Awhio around 1450, where he established a permanent village and erected a large pā on the hillside above the foreshore and beach, where waka could be easily and safely landed. Pohea's people also built racks for making and repairing fishing nets and for drying their catches. Matangi Awhio means 'The Whirling Sea Breeze'. This name derives from the old saying 'ka whakaurea ko kainga raro i te matangiawio i te Rangi'. Matangi Awhio soon grew into an important pā and kainga complex, known for cultivation of kumara, fishing and mahinga kai, flax and pakohe manufacture. There are a number of associated urupā. The expanded complex occupied land on and around the site of what is now Auckland Point School.

According to Meihana Kereopa's evidence given to the Native Land Court in 1892 (in connection with the Nelson Tenths claims), there were over 40 people dressing flax at Matangi Awhio when the New Zealand Company arrived at Whakatu. Kurahaupō people participated in payments made at Matangi Awhio by the New Zealand Company at the time of the Spain Commission (1843). With the arrival of New Zealand Company settlers after 1840 the site became a market area where local Māori sold produce to settlers, some of it produced at the Waimea gardens.

There were a number of other pā and sites associated with Rangitāne (and the other Kurahaupō iwi) connected to the river and its environs. Poiwhai was a temporary occupation site for Māori visiting Whakatu to trade. It was located at the foot of what is today Russell Street, about 500 metres from Matangi Awhio. Pikimai pā was located on what is now Cathedral Hill, in the centre of Nelson close to the river. Te Puanwai was located at the foot of what is now known as Richardson Street. It was a kainga, fishing station, and tauranga waka. This kainga was watered by a spring-fed stream. It was a residence of the Rangitāne tupuna Meihana Kereopa, Hopa Te Rangihiroa, Koroneho Titi, and Hura Kopapa. A fishing station and kainga was also located on Manuka (Haulashore) Island, a short distance from the river mouth. Whangarae, on the Boulder Bank (Kohi te Wai) was another site and kainga. This was a residence of the renowned tupuna Tutepourangi.

WAIRAU, OMAKA, AND ŌPAOA RIVERS AND THEIR TRIBUTARIES

The following Rangitāne pepeha identifies the Wairau River and associated waterways as being central to the mauri and identity of the iwi:

Tapuae o Uenuku te maunga
Wairau te awa
Raukawakawa te moana
Huataki te tangata
Tini whetu ki te rangi ko Rangitāne nui ki te whenua.

The Wairau River and its environs was (and is) central to the identity and mauri of Rangitāne in the Wairau. Rangitāne have lived along the banks of the river since the arrival in the district of their tupuna Te Huataki. The area around the mouth of the river (the Wairau Lagoons) formed a particularly important occupation and mahinga kai area. The river in its entirety was a crucial source of mahinga kai and high quality flax, and was a major communications route. Eels, flounders, whitebait and other fish species caught seasonally from the lagoons and further inland. Swans and ducks were another important food source. Rangitāne were widely renowned for their rich resources.

A number of pā and cultivation areas were associated with this trail and the inland course of the river. These included Pae-Tawa, an extensive pā, kainga, cultivation and mahinga kai complex near the junction of the Waikakaho and Wairau rivers. It was strategically placed, as the Waikakaho provided access to Queen Charlotte Sound, Te Hoiere and Whakatu. The name means 'The Place Where Birds are Snared'. Rangitāne warriors were said to have achieved a rare victory over a northern taua near this site. This place is closely associated with the tupuna Te Huataki, Tukanae, Hohua, Wikiriwha and Takahaere. Pits and terraces occur over almost the entire area, although the site has been damaged by road construction, stock, natural slumping, and more recently, the erection of houses on the higher ground above the pā.

Waikakaho pā was located at the mouth of the Waikakaho Valley near Pae-Tawa. The tupuna Te Huataki and Te Rangitekaia are particularly associated with this pā. It was a major Rangitāne stronghold, guarding extensive cultivations and urupā. The name means 'Stream of the Flowering Toitoi'. The pā had a commanding view of the Wairau Valley and dominated the trails which led south and north. It was connected to other pā and inhabited areas, including Ruakanakana, Te Whiringa a Tukaue, Awarua, Otamau (in the Para Valley), Ngakuta, Moemoerangi, Anakiwa and Te Pukatea. A Rangitāne settlement was observed here by early European visitors. The famous Rangitāne tohunga Hohua is buried at Waikakaho urupā, a little less than a kilometre up the Waikakaho road from its intersection with the Tuamarino Track. This urupā faces Tapuae-o-Uenuku, the sacred Rangitāne maunga.

Ruakanakana was a pā site, urupā and extensive area of cultivations called Te Areare, named after the tupuna Hine Koareare. It is located on the north bank of the Wairau River at a place once known as Gibsontown. The tupuna Paraone Taituha was a chief of this place, and is buried in the urupā there with members of his whānau. Taituha was present at the Wairau Affray in 1843, and attempted to make peace between the party led by Te Rauparaha and the ill-fated New Zealand Company party led by Captain Arthur Wakefield.

Waihopai (the Avon Valley) was a pā site and mahinga kai associated with the tupuna Tamahaerangi. Fugitives from the northern invaders took refuge there, and the pā was never captured. This pā was connected to a track to the Awatere country and Kapara Te Hau, providing an easy escape route, and commanded a clear view to the coast. Several Rangitāne people, including Tamahaerangi, were killed near this place by a raiding party seeking vengeance for Rangitāne participation in the sack of Kaiapoi Pā. The graves of those slain are in the vicinity.

A number of other pā / kainga / mahinga kai and urupā associated with the Wairau River were Omaka (an important mahinga kai area), Pukaka, Awarua (the site of a further battle between Rangitāne and Ngai Tahu), Tuamatene (site of a current Rangitāne marae), Tuamarino, Tuamoutere, Ohinemahuta and the Wairau Gorge.

WAIMEA, WAI-ITI, AND WAIROA RIVERS AND THEIR TRIBUTARIES

The Waimea River formed a water source for the renowned Waimea gardens, located at the mouth of the Waimea River adjacent to a pā and kainga complex. This is a deeply significant site for Rangitāne and the other Kurahaupō iwi. Smaller 'satellite' pā were located elsewhere on the banks of the Waimea River and at the junction of the Wairoa and Wai-iti rivers. Mako and patiki were taken in the estuarine waters at the mouth of the river. The river environs were also a good source of flax, and clay used in the process of drying the flax came from the river near the inland foothills of the ranges. The main pā is located just behind what is now the Appleby School site.

Around 1,000 acres of cultivation located near the river mouth represent generations of sustained effort by the tupuna. The cultivation land was built up with ash (to provide potash and lime), gravel and fine sand and silt to raise soil temperatures. This is sometimes referred to as 'Māori soil'. It was highly suitable for kumara production. The modified soil remains darker and more productive than surrounding soil to this day. Huge pits nearby reveal the source of gravel. The extent of these gardens and the effort involved in creating them indicates that the area was once occupied by a substantial population.

Early chiefs of this place were Te Hapuku and Te Pipiha. The latter was killed here during the northern invasions. Other tupuna associated with Waimea were Titiko and Whakatapihi. After the northern invasions many tupuna from the pā moved to another pā in what later became known as Budges Bush, in the Wairoa River Valley on the north slope of Mount Heslington. They were observed by the surveyor Budge, after whom the area is named. The Bush was a rich source of birds, including kaka and kereru.

Rangitāne were among those who continued to cultivate and occupy the land until at least the mid 1840s, when produce grown here was traded with the Nelson settlers at a market in the town at Matangi Awhio (Auckland Point School). Waimea was a residence of the Rangitāne tupuna Meihana Kereopa, Ihaia Kaikoura, Paora Te Piki and Hopa Te Rangihiroa at this time. The pā and gardens were observed by the New Zealand Company surveyor Barnicoat in 1843.

MOTUPIKO RIVER AND ITS TRIBUTARIES

An ancient trail follows the course of the Motupiko and Motueka rivers from Mangatawhai, or 'The Place of Many Trails' (Tophouse, near the Nelson Lakes). This formed the main track linking Golden Bay and Tasman Bay with the Wairau and Kawatiri districts. According to Rangitāne tradition a series of pā, kainga, mahinga kai (especially birding areas) and cultivations are associated with this track and the Motupiko River and its environs. Many artefacts have been found where the Motupiko converges with the Motueka River. The awa, along with its associated pā and other sites, has great significance for Rangitāne.

The Motupiko and associated waterways were once an important source of upokorokoro (grayling or native trout), as well as inanga, kokopu and eels.

MT FURNEAUX (PUHIKERERU)

Puhikereru (meaning 'decorated with feathers') is a sacred maunga overlooking a number of places of great significant to Rangitāne o Wairau, including Te Anamāhanga and Te Ope-a-Kupe, Meretoto and Endeavour Inlet. Rangitāne o Wairau are a kaitiaki of this very sacred place.

Puhikereru was an important navigation aid and the centre of a renowned birding area famous since the time of Kupe. When Kupe came to Aotearoa he brought two birds named Rupe (a pigeon) and Te Kawau-a-Toro (a cormorant). While Kupe was exploring the country his two birds

carried out their own reconnaissance. Rupe's object was to discover forest food, and Te Kawau-a-Toro investigated the sea-currents. When Kupe arrived at Te Rimurapa (Sinclair Head) visiting birds from the South Island told Rupe that food there was plentiful. Rupe reported what he had heard to Kupe, who directed him to go to the south. Rupe then departed, and eventually arrived at Puhikereru. Here he feasted on plentiful keruru, and being seduced by the bounty of the maunga and surrounding country, never returned to Kupe.

2.1 STATEMENT OF COASTAL VALUES

Clause 5.8

2.1: STATEMENT OF COASTAL VALUES

Rangitāne o Wairau's association with the coastal marine area is an integral part of their rohe in Te Tau Ihu. Areas of particular cultural significance include the Wairau Lagoons and the area adjoining Te Pokohiwi / the Boulder Bank, Cloudy Bay (Koko a Kupe), Port Underwood (Te Whanganui), Tory Channel (Kura Te Au), the area around Arapaoa Island, Queen Charlotte Sound (Totaranui), Endeavour Inlet (Punaruawhiti), Ship Cove (Meretoto), Port Gore (Te Anamāhanga), Mahau Sound, D'Urville Island and the area around Brothers Islands (Ngā Whatu-kai-ponu) in Cook Strait (Raukawa moana).

The coastline of the East Coast and Marlborough Sounds formed a vast fishery and major communication routes linking numerous Rangitāne communities. The waters of the Marlborough Sounds formed important trade routes with other Kurahaupo communities in the west coast of Te Tau Ihu. The sheltered waters of the Sounds meant that Rangitāne could fish and travel these waters at most times of the year. Coastal fisheries and other resources were controlled and managed by the various Rangitāne hapū, who exercised a strong conservation ethic or kaitiaki role.

The Rangitāne hapū and iwi have strong and unbroken traditional, historical, cultural and spiritual associations with this long coastline and its rich ecosystems. These associations remain strong in the traditions of present day Rangitāne, and are central to the identity and wellbeing (mauri) of the iwi.

The celebrated voyager Kupe also arrived in the region following his battle in the Marlborough Sounds with the giant squid Te Wheke a Muturangi. This encounter had rendered his waka unseaworthy and he carried out repairs at his campsite in Cloudy Bay. Kupe soon came into conflict with Te Hau and his people. A series of running battles took place, the effects of which changed the landscape and apparently persuaded Kupe to return to the North Island.

The name of a hill where Kupe recited a karakia prior to returning to the North Island is known today as Nga Taumanu o Te Matahourua (the thwarts of Kupe's canoe) and the original sail of his waka is said to be in a cave at Parinui-o-Whiti (White Bluffs), just south of the Wairau Lagoons.

Rangitāne who descend from Waipuna, the great-granddaughter of Kupe, migrated to the Wairau District in the mid 16th century. Under the leadership of Te Huataki, Te Rerewa, Te Whakamana and Tukanae established pā, kainga and cultivations extending from Anamāhanga throughout the Marlborough Sounds to Cloudy Bay and beyond. The Wairau Lagoons and the Wairau River mouth, with its extensive complex of pā, kainga, cultivations and fishing grounds, formed the cultural, economic and spiritual heart of the Rangitāne iwi. The lagoons themselves were rich eeling and birding grounds of inestimable importance.

According to Rangitāne tradition, Te Huataki, leader of the Rangitāne hapū who settled the Wairau, was first drawn to the area because of the bountiful resources of the lagoons. Extensive modification of the natural waterways was carried out by Rangitāne from the mid-1700s. They dug massive channels and ponds for trapping fish, eels and wildfowl. Several of these canals were named for the tupuna who are particularly associated with them, including Morepo and Tukauae (O Kauae). A number of major pā were built in and around the lagoon complex to protect the resources of this treasured area. They included Te Kowhai (residence of the rangatira Ruaoneone), Ruataniwha, Te Whiringa o Tukauae and Te Pokohiwi. A rock formation running out to sea for about a chain near Te Pokohiwi contained an abundant source of mussels.

Pukatea (White's Bay) in Cloudy Bay contained an extensive complex of cultivations, pā and kainga. It was also renowned for its eels and kaimoana. A giant taniwha named Ngarara Huarau lived in a cave at the north end of Rārangi Beach (Moneys Bay). This monster terrorised local people and was killed by the tupuna Rongomai, the builder of the main pā at Pukatea. A

2.1: STATEMENT OF COASTAL VALUES

Rangitāne pā named Horokaka was located on the island of Horahora Kākahu in Port Underwood. The Rangitāne tupuna Ihaia Kaikoura signed the Treaty of Waitangi at this place on June 17, 1840.

Queen Charlotte Sound and Arapaoa Island contained many Rangitāne pā, kainga, cultivation sites, tauranga waka and places where kaimoana were caught. Whatamango, near Waikawa (present day Picton) was an important shark fishery, and many platforms for drying sharks could be found there. It was also a renowned source of shellfish. A large and powerful pā named Te Rae-o-te-Karaka dominated this area. This pā was located on a steep headland jutting out into Queen Charlotte Sound between Waikawa and Whatamango Bay.

Meretoto (Ships Cove) was among the first places settled by Rangitāne tupuna after their arrival in Te Tau Ihu, and they spread out from here to occupy the land and coasts with which they are now associated. Punaruawhiti (Endeavour Inlet) was named for the freshwater springs in the bay. It was the site of many pā, kainga and cultivation areas, and was highly valued for its rich kaimoana resources. Meretoto was an important source of kaimoana and a manufacturing centre, where stone (including pakohe) was worked prior to shipment to other parts of Te Tau Ihu and the North Island. To the north of Meretoto is Te Anaho. This was a major Rangitāne occupation site and fishing station. A pā on an easily-defended rocky outcrop on the southern end of Motuara Island formed a place of refuge for eight island kainga. The island had many turanga waka, and was an ideal base for collecting kaimoana.

The Brothers Islands are a deeply tapu place known to Rangitāne as Nga Whatu-kai-ponu - the Eyes that Stand as Witness to the Deeds of Kupe. They are the eyes of the Wheke Muturangi, cast into the sea by Kupe after he had killed the octopus. The tapu associated with these islands required travellers to recite karakia when crossing Raukawa Moana (Cook Strait) and only the descendants of Kupe, persons of great mana or tohunga could gaze upon them.

Anamāhanga was one of the two tentacles of the great wheke Muturangi, killed by the tupuna Kupe. The other is Anatohia (East Bay). Te Anamāhanga is a landing place of Kupe's waka Te Matahourua and indentations made by his footprints are visible at the tauranga waka at Te Ope-a-Kupe. This place is central to the identity of Rangitāne in Te Tau Ihu. Anamāhanga was a turanga waka where many important Rangitāne tupuna first came ashore in Te Tau Ihu, including Te Huataki and later Te Whakamana and Tukauae. Anamāhanga was an important fishing area, providing access to koura, paua, karengo and kokapoko.

Te Hoiere (including Mahau Sound, Kenepuru Sound, Hikapu Reach and Pelorus Sound) contained a large number of important pā, kainga and fishing stations. Hikapu, located at the strategically important junction of the Pelorus and Kenepuru Sounds, was one of the largest and most important occupation complexes in the region. It is often described as the 'headquarters' of Rangitāne and other Kurahaupo iwi in the Te Hoiere / Kenepuru area. The Hikapu settlement was protected by one fighting pā at Pinohia, on the hill at the junction of the Pelorus and Kenepuru sounds, and another situated opposite the headland between the Kenepuru and Mahau Sounds. This area provided access to the pā Oraka awhea in the Kaituna, Waikakaho and Wairau.

2.2 STATEMENT OF ASSOCIATION WITH PAKOHE

Clause 5.23.1(b)

2.2: STATEMENT OF ASSOCIATION WITH PAKOHE

Rangitāne o Wairau are a tangata whenua iwi of the Marlborough region, and represent the interests of the South Island section of the wider Rangitāne iwi. They have had a long-standing cultural and historic association with the Wairau since their arrival several centuries ago.

The Wairau is a term for the myriad of rivers and creeks whose catchments provided access to the regional pakohe resource in the Waimeha, Whangamoa and Motueka valleys.

Rangitāne o Wairau are descended through intermarriage from the earliest Polynesian settlers to the region (described as Moa Hunters) and are recognised as kaitiaki of the ancestral places where these original settlers landed and established kainga at the Wairau River mouth to exploit the natural resources of the region. Within a very short time these ancestors of Rangitāne had established a significant manufacturing and distribution of stone tools (adzes, knives, chisels and personal ornaments) utising argellite and serpentine from the Nelson and Durville Island ultramafec mineral belt. This rock was known to Rangitāne as pakohe.

Durville Island was known as Rangitoto ki te Tonga and believed by Rangitāne o Wairau to be a name associated with the separation of the primal parents (Ranginui and Papatuanuku). The separation was effected by their son *Tanenui a Rangi* who severed their arms with the celebrated adze *Te Awhiorangi*, believed to be made from pakohe. Just as the red sky symbolises the blood of the primal parents splashed across the body of Ranginui (the sky father), the island of Rangitoto ki Te Tonga represents the mystical adze and is acknowledged as the source of much of the pakohe that comprised much of the earliest taonga found at Wairau Bar.

It is from the Atua *Tanenui a Rangi*, holder of the first ritual pakohe adze, that *Rangitāne-nui* the person was named, and from whom the present day Rangitāne iwi derive their identity. These completed adzes and other tools were of high quality, and while distributed all around Aotearoa many were buried at Wairau with the artisans that created them. Their graves were excavated by Duff and Eyles in the mid 20th century and over 2,000 highly prized tools made from pakohe were removed and are currently held at Canterbury Museum.

Adzes, clubs, and knives made of pakohe from the same original quarries have also been found at pā and kāinga of Rangitāne in other places in the Wairau, Awatere and Clarence from more recent times. Many taonga / artifacts made of pakohe have been retained by Rangitāne iwi members, such as the Patu *Te Horo* and the Toki Pou Tangata *Te Ao Hurihuri* made of pakohe from Rangitoto and currently held at Omaka Marae in Blenheim.

3. DEEDS OF RECOGNITION

3: DEEDS OF RECOGNITION

THIS DEED is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation, who agree as follows:

1 INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:

1.1.1 **Rangitāne o Wairau** (the settling group); and

1.1.2 **Rangitāne o Wairau Settlement Trust** (the governance entity).

2 STATEMENTS OF ASSOCIATION

2.1 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):

2.1.1 Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-099-34);

2.1.2 Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-099-35);

2.1.3 Te Ope-a-Kupe (Te Anamāhanga / Port Gore) (as shown on deed plan OTS-099-65);

2.1.4 Mt Furneaux (Puhikereru) (as shown on deed plan OTS-099-66);

2.1.5 Mount Stokes (Parororangi) (as shown on deed plan OTS-099-38);

2.1.6 Kohi te Wai (Boulder Bank Scenic Reserve) (as shown on deed plan OTS-099-39);

2.1.7 Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve (as shown on deed plan OTS-099-69);

2.1.8 The Brothers (as shown on deed plan OTS-099-46);

2.1.9 Maitai (Mahitahi) River and its tributaries (as shown on deed plan OTS-099-52);

2.1.10 Wairau, Omaka, and Ōpaoa Rivers and their tributaries (as shown on deed plan OTS-099-53);

2.1.11 Waimea, Wai-iti, and Wairoa Rivers and their tributaries (as shown on deed plan OTS-099-54);

2.1.12 Kaituna River and its tributaries (as shown on deed plan OTS-099-56); and

2.1.13 Motupiko River and its tributaries (as shown on deed plan OTS-099-57).

2.2 Those statements of association are:

2.2.1 in the documents schedule to the deed of settlement; and

2.2.2 copied, for ease of reference, in the schedule to this deed.

2.3 The Crown has acknowledged the statements of association in the [***name***] Act [***year***], being the settlement legislation that gives effect to the deed of settlement.

3 CONSULTATION

3.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 3.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.

3.2 Clause 3.1 applies to the following activities (the identified conservation activities):

3.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977; or

3.2.2 preparing a national park management plan under the National Parks Act 1980; or

3.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:

(a) to identify and protect wildlife or indigenous plants; or

(b) to eradicate pests, weeds, or introduced species; or

(c) to assess current and future visitor activities; or

(d) to identify the appropriate number and type of concessions; or

3.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river; or

3.2.5 locating or constructing structures, signs, or tracks.

3.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 3.1, provide the governance entity with sufficient information to make informed decisions.

4 LIMITS

4.1 This deed:

4.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and

4.1.2 does not require the Crown to undertake, increase, or resume any identified conservation activity; and

4.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified conservation activity; and

4.1.4 is subject to the settlement legislation.

5 TERMINATION

5.1 This deed terminates in respect of a statutory area, or part of it, if:

5.1.1 the governance entity and the Minister of Conservation and Director-General of Conservation agree in writing; or

5.1.2 the relevant area is disposed of by the Crown; or

5.1.3 responsibility for the identified conservation activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister or Crown official.

5.2 If this deed terminates under clause 5.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into the activities referred to in clause 3.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

6 NOTICES

6.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 5 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Area Manager
Department of Conservation
Port Marlborough Building
14 Auckland Street
P O Box 161
Picton 7250

Fax 03 520 3003.

7 AMENDMENT

7.1 This deed may be amended only by written agreement signed by the governance entity and the Crown.

8 NO ASSIGNMENT

8.1 The governance entity may not assign its rights or obligations under this deed.

9 DEFINITIONS

9.1 In this deed:

concession has the meaning given to it in section 2 of the Conservation Act 1987; and

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

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated 4 December 2010 between the settling group, the governance entity, and the Crown; and

Director-General of Conservation has the same meaning as Director-General in section 2(1) of the Conservation Act 1987;

governance entity means the Rangitāne o Wairau Settlement Trust; and

identified conservation activities means the activities specified in clause 3.2; and

Minister means the Minister of Conservation; and

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

settling group and **Rangitāne o Wairau** have the meaning given to them by clause 8.5 of the deed of settlement; and

settlement legislation means the Act referred to in clause 2.3; and

statement of association means the statements in part 2 of the documents schedule to the deed of settlement and copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 2.1, the general location of which is indicated on the deed plan referred to in relation to that area (but which does not establish the precise boundaries of the statutory area); and

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

10 INTERPRETATION

10.1 The provisions of this clause 10 apply to this deed's interpretation unless the context requires otherwise.

10.2 Headings do not affect the interpretation.

10.3 Terms defined by:

10.3.1 this deed have those meanings; and

10.3.2 the deed of settlement, or the settlement legislation, but not by this deed, have those meanings where used in this deed.

10.4 All parts of speech and grammatical forms of a defined word or expression have corresponding meanings.

10.5 The singular includes the plural and vice versa.

10.6 One gender includes the other genders.

10.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next day.

10.8 A reference to:

10.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and

10.8.2 legislation is to that legislation as amended, consolidated, or substituted.

10.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

SIGNED as a deed on [ ]

SIGNED for and on behalf of)
THE CROWN by the)
Minister of Conservation)
in the presence of:

Signature of Witness

Witness Name:

Occupation:

Address:

SIGNED for and on behalf of)
THE CROWN by the)
Director-General of Conservation)
in the presence of:

Signature of Witness

Witness Name:

Occupation:

Address:

Schedule

Statements of Association

[*Name of area*] (as shown on deed plan [***number***])

[***statement of association***]

[*Name of area*] (as shown on deed plan [***number***])

[***statement of association***]

THIS DEED is made by **THE CROWN** acting by the Commissioner of Crown Lands.

1 INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:

1.1.1 **Rangitāne o Wairau** (the settling group); and

1.1.2 **Rangitāne o Wairau Settlement Trust** (the governance entity).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):

1.2.1 Maitai (Mahitahi) River and its tributaries (as shown on deed plan OTS-099-52);

1.2.2 Wairau, Omaka, and Ōpaoa Rivers and their tributaries) (as shown on deed plan OTS-099-53);

1.2.3 Waimea, Wai-iti, and Wairoa Rivers and their tributaries (as shown on deed plan OTS-099-54);

1.2.4 Kaituna River and its tributaries (as shown on deed plan OTS-099-56); and

1.2.5 Motupiko River and its tributaries (as shown on deed plan OTS-099-57).

1.3 Those statements of association are:

1.3.1 in the documents schedule to the deed of settlement; and

1.3.2 copied, for ease of reference, in the schedule to this deed.

1.4 The Crown has acknowledged the statements of association in the [***name***] Act [***year***], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.

2.2 Clause 2.1 applies to any of the following activities (the identified activities):

2.2.1 considering an application for a right of use or occupation (including renewing such a right);

2.2.2 preparing a plan, strategy, or programme for protection and management;

2.2.3 conducting a survey to identify the number and type of users that may be appropriate; and

2.2.4 preparing a programme to eradicate noxious flora and fauna.

2.3 The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1:

2.3.1 provide the governance entity with sufficient information to make informed decisions, and

2.3.2 inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material including within, or relating to the application.

3 LIMITS

3.1 This deed:

3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and

3.1.2 if it relates to a river or stream (including a tributary) it applies only to the bed of the river or stream, meaning the land that the waters of the river or stream cover at its fullest flow without flowing over its banks, but to avoid doubt does not apply to:

a) a part of the bed of the river or stream that is not owned and managed by the Crown; or

b) the bed of an artificial water course;

3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and

3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and

3.1.5 is subject to the settlement legislation.

4 TERMINATION

4.1 This deed terminates in respect of a statutory area, or part of it, if:

4.1.1 the governance entity and the Commissioner of Crown Lands agree in writing; or

4.1.2 the relevant area is disposed of by the Crown; or

4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Minister and/or Crown official.

4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

5 NOTICES

5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 5 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Commissioner of Crown Lands
C/O Land Information New Zealand
PO Box 5501
Wellington 6145.

6 AMENDMENT

6.1 This deed may be amended only by written agreement signed by the governance entity and the Commissioner of Crown Lands.

7 NO ASSIGNMENT

7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

8.1 In this deed:

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948; and

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

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated 4 December 2010 between the settling group, the governance entity, and the Crown; and

governance entity means Rangitāne o Wairau Settlement Trust; and

identified activities means the activities specified in clause 2.2; and

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

settling group and **Rangitāne o Wairau** have the meaning given to them by clause 8.5 of the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; and

statement of association means the statements in part 2 of the documents schedule to the deed of settlement and copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area (but which does not establish the precise boundaries of the statutory area); and

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

9 INTERPRETATION

9.1 The provisions of this clause 9 apply to this deed's interpretation unless the context requires otherwise.

9.2 Headings do not affect the interpretation.

9.3 Terms defined by:

9.3.1 this deed have those meanings; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, have those meanings where used in this deed.

9.4 All parts of speech and grammatical forms of a defined word or expression have corresponding meanings.

9.5 The singular includes the plural and vice versa.

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9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

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9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and

9.8.2 legislation is to that legislation as amended, consolidated, or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

SIGNED as a deed on [ ]

SIGNED for and on behalf of)
THE CROWN by the)
Commissioner of Crown Lands)
in the presence of:

Signature of Witness

Witness Name:

Occupation:

Address:

4. PROTOCOLS

4.1 CONSERVATION PROTOCOL

Clause 5.11.1

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION REGARDING DEPARTMENT OF CONSERVATION AND TE RUNANGA A RANGITĀNE O WAIRAU INTERACTION ON SPECIFIED ISSUES

1. INTRODUCTION

1.1 Under the Deed of Settlement dated 4 December 2010 between Te Runanga a Rangitāne o Wairau and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Conservation (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out how the Department of Conservation (the "**Department**") will interact with the Rangitāne Governance Entity (Rangitāne) on matters specified in the Protocol. These matters are:

1.1.1 Purpose of the Protocol - Part 2

1.1.2 Protocol Area - Part 3

1.1.3 Terms of Issue - Part 4

1.1.4 Implementation and Communication - Part 5

1.1.5 Business Planning - Part 6

1.1.6 Management Planning - Part 7

1.1.7 Marine Mammal - Part 8

1.1.8 Water / Wai - Part 9

1.1.9 Cultural Materials - Part 10

1.1.10 Historic Resources - Wāhi Tapu - Part 11

1.1.11 Natural Heritage - Part 12

1.1.12 Pest Control - Part 13

1.1.13 Resource Management Act 1991 - Part 14

1.1.14 Visitor and Public Information - Part 15

1.1.15 Concession Applications - Part 16

1.1.16 Appointments to Boards - Part 17

1.1.17 Consultation - Part 18.

1.2 Both the Department and Rangitāne are committed to establishing and maintaining a positive, collaborative and enduring relationship that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the Protocol to achieve over time the conservation policies, actions and outcomes sought by both Rangitāne and the Department, as set out in this Protocol.

1.3 The purpose of the Conservation Act 1987 is to enable the Department "to manage for conservation purposes, all land, and all other natural and historic resources" under that Act and to administer the statutes in the First Schedule to the Act (together, the "**Conservation Legislation**"). The Minister and Director-General, or their delegates, are required to exercise particular functions, powers and duties under that legislation.

1.4 Rangitāne accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources within their rohe.

2. PURPOSE OF THE PROTOCOL

2.1 The purpose of this Protocol is to assist the Department and Rangitāne to exercise their respective responsibilities with the utmost cooperation to achieve over time the conservation policies, actions and outcomes sought by both.

2.2 This Protocol sets out a framework that enables the Department and Rangitāne to establish a constructive working relationship that gives effect to section 4 of the Conservation Act. It provides for Rangitāne to have meaningful input into relevant policy, planning and decision-making processes in the Department's management of conservation lands and fulfilment of statutory responsibilities within the Rangitāne Protocol Area.

2.3 Rangitāne and the Department consider that this Protocol should contribute to achieving the following aspirations of Rangitāne:

2.3.1 acknowledgment and recognition by the Department of the customary, traditional, spiritual and historical interests of Rangitāne over their entire rohe;

2.3.2 the development by Rangitāne of capacity and capability to exercise an effective kaitiaki role over and participation in management of lands and resources of customary, traditional, spiritual and historical significance to Rangitāne; and

2.3.3 the establishment of a lasting relationship between Rangitāne and the Department.

3. PROTOCOL AREA

3.1 The Protocol applies across Rangitāne Protocol Area which Rangitāne identifies as their rohe and is the area identified in the map included in Attachment A of this Protocol.

4. TERMS OF ISSUE

4.1 This Protocol is issued pursuant to section [ ] of the [ ] (the "**Settlement Legislation**") and clause 5.11.1 of the Deed of Settlement. The provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Protocol is issued are set out in Attachment B of the Protocol.

5. IMPLEMENTATION AND COMMUNICATION

5.1 The Department will seek to establish and maintain effective and efficient communication with Rangitāne on a continuing basis by:

5.1.1 maintaining information on the Rangitāne office holders, and their addresses and contact details;

5.1.2 providing a primary departmental contact for Rangitāne who will act as a liaison person with other departmental staff;

5.1.3 providing reasonable opportunities for Rangitāne to meet with departmental managers and staff;

5.1.4 holding alternate meetings hosted by the Department and a Rangitāne marae or other venue chosen by Rangitāne to discuss issues that may have arisen every six months, unless otherwise agreed. The parties may also:

(a) annually review implementation of the Protocol; and

(b) led by Rangitāne, arrange for an annual report back to the affiliate iwi and hapū of Rangitāne in relation to any matter associated with the implementation of this Protocol; and

5.1.5 training relevant staff and briefing Conservation Board members on the content of the Protocol.

5.2 The Department will, where relevant, inform conservation stakeholders about this Protocol and the Rangitāne settlement, and provide on-going information as required.

5.3 The Department will advise Rangitāne of any departmental policy directions and the receipt of any research reports relating to matters of interest to Rangitāne within the Protocol Area, and provide copies or the opportunity for Rangitāne to study those reports (subject to clause 21.1).

6. BUSINESS PLANNING

6.1 The Department's annual business planning process determines the Department's conservation work priorities.

6.3 The process for Rangitāne to identify and/or develop specific projects for consideration by the Department is as follows:

6.3.1 The Department and Rangitāne will on an annual basis identify priorities for undertaking specific projects requested by Rangitāne. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities.

6.3.2 The decision on whether any specific projects will be funded in any business year will be made by the Conservator and General Manager Operations, after following the co-operative processes set out above.

6.3.3 If the Department decides to proceed with a specific project request by Rangitāne, they and the Department may meet again to finalise a work plan and a timetable before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan.

6.3.4 If the Department decides not to proceed with a specific project it will communicate to Rangitāne the factors that were taken into account in reaching that decision.

6.4 The Department will invite Rangitāne to participate in specific projects that are known to be of interest to Rangitāne, including the Department's volunteer and conservation events.

7. MANAGEMENT PLANNING

7.1 The Department will provide opportunities for Rangitāne to input into any relevant Conservation Management Strategy reviews or Management Plans, if any, within the Protocol Area.

8. ALTERNATIVE ACCESS

8.1 The Department of Conservation is willing to begin discussing with Rangitāne feasibility issues surrounding alternative access on (or over) the Wairau Boulder Bank, referred to in clauses 5.29 to 5.32 of the Deed of Settlement, and explore options for alternative boat access, as soon as practicable after the settlement date.

9. MARINE MAMMALS

9.1 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under that Act the Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.

9.2 The Protocol also aims at assisting the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance.

9.3 The Department believes that there are opportunities to meet the cultural interests of Rangitāne and to facilitate the gathering of scientific information. This Protocol is intended to meet both needs by way of a co-operative approach to the management of whale strandings and to provide general guidelines for the management of whale strandings in the Protocol Area, and for the recovery by Rangitāne of bone and other material for cultural purposes from dead marine mammals.

9.4 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation is unsuccessful. The decision to euthanize, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make every effort to inform Rangitāne before any decision to euthanize.

9.5 Both the Department and Rangitāne acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to Rangitāne will depend on the species.

9.6 The following species ("**category 1 species**") are known to strand most frequently on New Zealand shores. In principle these species should be available to the Governance Entity for the recovery of bone once scientific data and samples have been collected. If there are reasons why this principle should not be followed, they must be discussed between the parties to this Protocol. Category 1 species are:

9.6.1 Common dolphins (*Delphinus delphis*)

9.6.2 Long-finned pilot whales (*Globicephala melas*)

9.6.3 Sperm whales (*Physeter macrocephalus*).

9.7 The following species ("**category 2 species**") are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has first priority. In most instances, bone from category 2 species will be made available to the Governance Entity after autopsy if requested.

9.7.1 All baleen whales

9.7.2 Short-finned pilot whale (*Globicephala macrorhynchus*)

9.7.3 Beaked whales (all species, family *Ziphiidae*)

9.7.4 Pygmy sperm whale (*Kogia breviceps*)

9.7.5 Dwarf sperm whale (*Kogia simus*)

9.7.6 Bottlenose dolphin (*Tursiops truncatus*)

9.7.7 Hector's dolphin (*Cephalorhynchus hectori hectori*)

9.7.8 Maui's dolphin (*Cephalorhynchus hectori maui*)

9.7.9 Dusky dolphin (*Lagenorhynchus obscurus*)

9.7.10 Risso's dolphin (*Grampus griseus*)

9.7.11 Spotted dolphin (*Stenella attenuata*)

9.7.12 Striped dolphin (*Stenella coeruleoalba*)

9.7.13 Rough-toothed dolphin (*Steno bredanensis*)

9.7.14 Southern right whale dolphin (*Lissodelphis peronii*)

9.7.15 Spectacled porpoise (*Australophocoena dioptrica*)

9.7.16 Melon-headed whale (*Peponocephala electra*)

9.7.17 Pygmy killer whale (*Feresa attenuata*)

9.7.19 False killer whale (*Pseudorca crassidens*)

9.7.19 Killer whale (*Orcinus orca*)

Any other species of cetacean previously unknown or rarely strand in New Zealand waters.

9.8 If Rangitāne does not wish to recover the bone or otherwise participate they will notify the Department whereupon the Department will take responsibility for disposing of the carcass.

9.9 Because the in-situ recovery of bones involves issues relating to public health and safety, including the risk of infection from dead and decaying tissue, it needs to be attempted only by the informed and skilled. Rangitāne Kaumatua will also want to ensure that the appropriate cultural tikanga is understood and followed. However, both parties may acknowledge that generally burial will be the most practical option.

9.10 Subject to the prior agreement of the Conservator, where disposal of a dead stranded marine mammal is carried out by Rangitāne, the Department will meet the reasonable costs incurred up to the estimated costs which would otherwise have been incurred by the Department to carry out the disposal.

9.11 The Department will:

9.11.1 Reach agreement with Rangitāne on authorised key contact people who will be available at short notice to make decisions on the desire of Rangitāne to be involved when there is a marine mammal stranding;

9.11.2 Promptly notify the key contact people of all stranding events; and

9.11.3 Discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are to be used for disposing of carcasses in order to meet all the health and safety requirements and to avoid the possible violation of Rangitāne tikanga.

9.12 In areas of overlapping interest, Rangitāne will work with the relevant iwi and the Department to agree on a process to be followed when managing marine mammal strandings.

10. WATER / WAI

10.1 Water / wai is significant to Rangitāne for spiritual and intrinsic values as well as practical reasons as a sustaining source of mahinga kai.

10.2 The following bodies of fresh water within the Protocol Area are of particular significance to Rangitāne, but not limited to:

- Wairau Lagoons
- Wairau River and tributaries (Ōpaoa, Omaka, Waihopai, Branch, Rainbow, Ohinemahuta)
- Pukaka
- Kaituna
- Waikakaho
- Areare
- Okuramio
- Waikaihu
- Awatere.

10.3 The Department is responsible for public conservation waters and for the preservation, as far as practicable, of all indigenous freshwater fisheries and for the protection of recreational freshwater fisheries and freshwater fish habitats.

10.4 In carrying out its functions relating to public conservation waters and freshwater fisheries the Department will:

10.4.1 seek and facilitate early consultation with Rangitāne;

10.4.2 provide Rangitāne with opportunities to review and assess water and water body plans, programmes and outcomes; and

10.4.3 provide Rangitāne with opportunities to participate in the monitoring and management activities concerning indigenous freshwater fisheries and freshwater habitats the Department undertakes, including the monitoring and management of the following species:

- īnanga (*Galaxias maculatus*)
- kōaro (*Galaxias brevipinnis*)
- banded kōkopu (*Galaxias fasciatus*)
- giant kōkopu (*Galaxias argenteus*)
- shortjaw kōkopu (*Galaxias postvectis*)
- smelt (*Stokellia anisodon*)
- tuna (*Anguilla dieffenbachii*) (*Anguilla australis*)
- koura (*Paranephrops zealandicus*) (*P. Planifrons*).

11. CULTURAL MATERIALS

11.1 For the purpose of this Protocol, cultural materials are plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the Protocol Area and which are important to Rangitāne in maintaining and expressing its cultural values and practices.

11.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.

11.3 In relation to cultural materials, the Minister and/or Director-General will:

11.3.1 consider requests from Rangitāne for access to and use of cultural materials within the Protocol Area when required for cultural purposes, in accordance with relevant legislation, general policy, and any relevant conservation management strategy or conservation management plan (including any national park management plan);

11.3.2 consult with Rangitāne in circumstances where there are competing requests between Rangitāne and non-Rangitāne persons or entities for the use of cultural materials, for example for scientific research purposes; and

11.3.3 agree, where appropriate and taking into consideration the interest of other iwi or other representatives of tangata whenua, for Rangitāne to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes.

11.4 Where appropriate, the Department will consult with Rangitāne on the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation.

12. HISTORIC RESOURCES - WĀHI TAPU

12.1 Rangitāne consider that their wāhi tapu (special places), Mahinga Kai (traditional food gathering places) and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.

12.2 Places that are sacred or significant to Rangitāne include, but not limited to:

12.2.1 Wairau Bar including the Boulder Bank and wider Lagoons area encompassing the network of canals

12.2.2 The Wairau River and key tributaries (such as Omaka, Ōpaoa, Fairhall, Waihopai, Ohinemahuta, Tuamarino)

12.2.3 Te Ana o Rongomaipapa (Monkey Bay)

12.2.4 Pukatea (Whites Bay)

12.2.5 Otauira (Robin Hood Bay)

12.2.6 Meretoto (Ship Cove).

12.3 Rangitāne will advise the Department from time to time in writing of places to be added to this list if it is considered necessary to do so.

12.4 The Department has a statutory role to conserve historic resources in protected areas and will endeavour to do this for sites of significance to Rangitāne in association with the Governance Entity and according to Rangitāne tikanga.

12.5 The Department accepts that non-disclosure of locations of places known to Rangitāne may be an option that Rangitāne chooses to take to preserve the wāhi tapu nature of places. There may be situations where Rangitāne will ask the Department to treat information it provides on wāhi tapu sites in a confidential way.

12.6 The Department and Rangitāne will work together to establish processes for dealing with information on wāhi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of Rangitāne

12.7 The Department will work with Rangitāne at the Area Office level to respect Rangitāne values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:

12.7.1 discussing with Rangitāne, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Rangitāne can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Protocol Area;

12.7.2 managing sites of historic significance to Rangitāne according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with Rangitāne;

12.7.3 informing Rangitāne if kōiwi are found within the Protocol Area; and

12.7.4 assisting in recording and protecting wāhi tapu and other places of cultural significance to Rangitāne where appropriate, to seek to ensure that they are not desecrated or damaged.

13. NATURAL HERITAGE

13.1 The Department aims at conserving the full range of New Zealand's ecosystems, maintaining or restoring the ecological integrity of managed sites, and ensuring the survival of indigenous species, in particular those with unique or distinctive values or most at risk of extinction.

13.2 In recognition of the cultural, historic and traditional association of Rangitāne with indigenous flora and fauna found within the Protocol Area for which the Department has responsibility, the Department will inform Rangitāne of the national sites and species programmes on which the Department will be actively working, and provide opportunities for Rangitāne to participate in these programmes.

14. PEST CONTROL

14.1 A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from animal and weed pests. This is to be done in a way that maximises the value from limited resources available to do this work.

14.2 The Department will:

14.2.1 seek and facilitate early consultation with Rangitāne on pest control activities within the Protocol Area, particularly in relation to the use of poisons;

14.2.2 provide Rangitāne with opportunities to review and assess programmes and outcomes; and

14.2.3 where appropriate, consider co-ordinating its pest control programmes with those of Rangitāne when Rangitāne is an adjoining landowner.

15. RESOURCE MANAGEMENT ACT 1991

15.1 Rangitāne and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.

15.2 Areas of mutual interest will be discussed at meetings under clause 5 and from time to time, Rangitāne and the Department will seek to identify further issues of likely mutual interest for discussion. It is recognised that the Department and Rangitāne will continue to participate separately in Resource Management processes, including making separate submissions in any Resource Management Act processes.

15.3 In carrying out advocacy under the Resource Management Act 1991, the Department will:

15.3.1 wherever possible discuss with Rangitāne the general approach that Rangitāne and the Department may take in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;

15.3.2 have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and

15.3.3 make non-confidential resource information held by the Department available to Rangitāne to assist in improving their effectiveness in resource management advocacy work.

16. VISITOR AND PUBLIC INFORMATION

16.1 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.

16.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to Rangitāne of their cultural, traditional and historic values, and the association of Rangitāne with the land the Department administers within the Protocol Area.

16.3 The Department will work with Rangitāne at the Area Office level to encourage respect for Rangitāne cultural heritage values by:

16.4 Seeking to raise public awareness of any positive conservation partnerships between Rangitāne, the Department and other stakeholders, for example, by way of publications, presentations, and seminars;

16.5 Ensuring that information contained in the Department's publications is accurate and appropriate by:

16.5.1 obtaining the consent of Rangitāne for disclosure of information from it, and

16.5.2 consulting with Rangitāne prior to the use of information about Rangitāne values for new interpretation panels, signs and visitor publications.

17. CONCESSION APPLICATIONS

17.1 By the end of the second year of this Protocol being issued and on a continuing basis, the Department will work with Rangitāne to identify categories of concessions that may impact on the cultural, historic or historical values of Rangitāne.

17.2 In relation to the concession applications within the categories identified by the Department and Rangitāne under clause 17.1, the Minister will:

17.2.1 consult with Rangitāne with regard to any applications or renewals of applications within the Protocol Area, and seek the input of Rangitāne by:

(a) providing for Rangitāne to indicate within 10 working days whether applications have any impacts on Rangitāne cultural, spiritual and historic values; and

(b) if Rangitāne indicates that an application has any such impacts, allowing a reasonable specified timeframe (of at least a further 10 working days) for comment;

17.2.2 when a concession is publicly notified, the Department will at the same time provide separate written notification to Rangitāne;

17.2.3 prior to issuing concessions to carry out activities on land managed by the Department within the Protocol Area, and following consultation with Rangitāne, the Minister will advise the concessionaire of Rangitāne tikanga and values and encourage communication between the concessionaire and Rangitāne if appropriate; and

17.2.4 ensure when issuing and renewing concessions that give authority for other parties to manage land administered by the Department, that those parties:

(a) be required to manage the land according to the standards of conservation practice mentioned in clause 12.7.2; and

(b) be required to consult with Rangitāne before using cultural information of Rangitāne.

18. APPOINTMENTS TO BOARDS

18.1 The Department will advise Rangitāne in the event that any vacancies occur on boards or committees within the Protocol Area where the Minister or Department is responsible for making appointments and where public nominations are sought.

19. CONSULTATION

19.1 Where the Department is required to consult with Rangitāne under this Protocol, the basic principles that will be followed by the Department in consulting with Rangitāne in each case are:

19.1.1 ensuring that Rangitāne is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;

19.1.2 providing Rangitāne with sufficient information to make informed discussions and submissions in relation to any of the matters that are subject of the consultation;

19.1.3 ensuring that sufficient time is given for the effective participation of Rangitāne, including the preparation of submissions Rangitāne, in relation to any of the matters that are the subject of the consultation;

19.1.4 ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that Rangitāne may have in relation to any of the matters that are subject to the consultation.

19.2 Where the Department has consulted with Rangitāne as specified in clause 19.1, the Department will report back to Rangitāne on the decision made as a result of any such consultation.

20. DEFINITIONS

20.1 In this Protocol:

Conservation Management Strategy has the same meaning as in the Conservation Act 1987;

Conservation Legislation means the Conservation Act 1987 and the statutes in the First Schedule of the Act;

Crown means the Sovereign 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 the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

Department means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

Governance Entity means Te Runanga a Rangitāne o Wairau Trust;

Rangitāne has the meaning set out in clause 8.5 of the Deed of Settlement;

Kaitiaki means environmental guardians operating within a Māori cultural context;

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation to the Rangitāne Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

Tikanga Māori refers to Māori traditional customs as defined by Rangitāne.

21. PROVISION OF INFORMATION

21.1 Where the Department is to provide information to Rangitāne under this Protocol, this information will be provided subject to the provisions of the Official Information Act 1981.

ISSUED on [ ]

SIGNED for and on behalf of)
THE CROWN by the)
Minister of Conservation)
in the presence of:

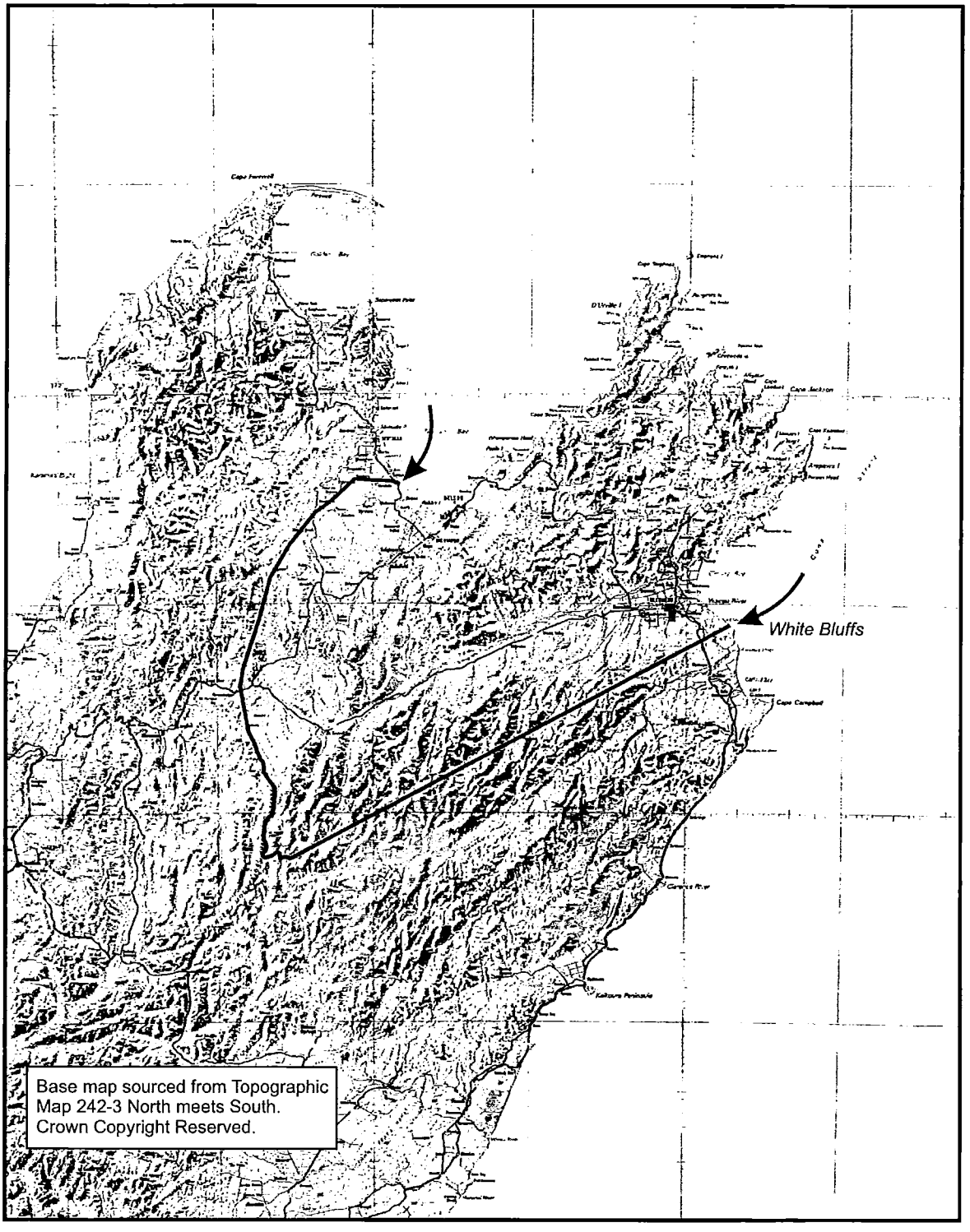
Signature of Witness

Witness Name:

Occupation:

Address:

ATTACHMENT A
RANGITĀNE PROTOCOL AREA



ATTACHMENT B
TERMS OF ISSUE

SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1. Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (clause 5.14).

[to insert terms of issue from the settlement legislation]

4.2 FISHERIES PROTOCOL

Clause 5.11.2

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES AND AQUACULTURE REGARDING INTERACTION WITH RANGITĀNE O WAIRAU ON FISHERIES ISSUES

1 INTRODUCTION

1.1 The Crown, through the Minister of Fisheries and Aquaculture (the "**Minister**") and Chief Executive of the Ministry of Fisheries (the "**Chief Executive**"), recognises that Rangitāne o Wairau as tangata whenua are entitled to have input and participation in fisheries planning processes that affect fish stocks in the Rangitāne o Wairau Fisheries Protocol Area (the "**Fisheries Protocol Area**") and that are managed by the Ministry of Fisheries (the "**Ministry**") under the Fisheries Act 1996. Rangitāne o Wairau have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.

1.2 Under the Deed of Settlement dated 4 December 2010 between Rangitāne o Wairau and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister would issue a Fisheries Protocol (the "**Protocol**") setting out how the Ministry will interact with Rangitāne o Wairau Settlement Trust (the "**Governance Entity**") in relation to matters specified in the Protocol. These matters are:

1.2.1 recognition of the interests of Rangitāne o Wairau in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area that are subject to the Fisheries Act 1996;

1.2.2 input into and participation in the Ministry's national fisheries plans;

1.2.3 iwi fisheries plan;

1.2.4 customary non-commercial fisheries management;

1.2.5 contracting for services;

1.2.6 employment of Ministry staff with customary non-commercial fisheries responsibilities;

1.2.7 information exchange;

1.2.8 rāhui; and

1.2.9 changes to policy and legislation affecting this Protocol.

1.3 For the purposes of this Fisheries Protocol, the Governance Entity is the body representative of the whānau, hapū and iwi of Rangitāne o Wairau who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. Rangitāne o Wairau have a responsibility in relation to the preservation, protection and management of their customary non-commercial fisheries within the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

1.4 The obligations of the Ministry in respect of fisheries are to provide for the utilisation of fisheries resources, while ensuring sustainability, to meet Te Tiriti o Waitangi / Treaty of Waitangi and international obligations, and to ensure the integrity of fisheries management systems.

1.5 The Ministry and Rangitāne o Wairau are seeking a relationship consistent with Te Tiriti o Waitangi / Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi / Treaty of Waitangi provide the basis for the relationship between the parties to this Fisheries Protocol. The relationship created by this Fisheries Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.

1.6 The Minister and the Chief Executive have certain functions, powers and duties in terms of the Fisheries Legislation and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Rangitāne o Wairau and the Ministry consistent with the Ministry's obligations as set out in clause 1.4, this Protocol sets out how the Ministry, the Minister and the Chief Executive will exercise their functions, powers and duties in relation to matters set out in this Protocol. In accordance with this Protocol, the Governance Entity will have the opportunity for meaningful input into the policy and planning processes relating to the matters set out in this Protocol.

1.7 The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū or iwi of Rangitāne o Wairau or with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect the interests of Rangitāne o Wairau.

2 RANGITĀNE O WAIRAU FISHERIES PROTOCOL AREA

2.1 This Fisheries Protocol applies across the Rangitāne o Wairau Fisheries Protocol Area which means the area identified in the map included as Attachment A of this Protocol.

3 TERMS OF ISSUE

3.1 This Protocol is issued pursuant to section [*insert number*] of the [*insert the name of the Settlement Legislation*] (the "**Settlement Legislation**") that implements clause 5.11.2 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

4.1 The Ministry will meet with the Governance Entity to agree a strategy to implement this Fisheries Protocol as soon as practicable after this Protocol is issued. The strategy may include:

4.1.1 any matters raised in this Protocol;

4.1.2 reporting processes to be put in place, including an annual report to be provided by the Ministry to the Governance Entity;

4.1.3 the development of an implementation plan that sets out the Ministry's obligations to the Governance Entity arising from this Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and

4.1.4 meetings between Rangitāne o Wairau and the Ministry to review the operation of the Protocol, when required (as agreed in the implementation plan).

4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the date specified in the strategy.

4.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Governance Entity by:

4.3.1 maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of the Governance Entity, addresses and contact details; and

4.3.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff.

4.4 The Ministry will:

4.4.1 consult and involve the Governance Entity in the training of relevant staff on this Protocol and provide on-going training as required; and

4.4.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

5 REGIONAL IWI FORUMS

5.1 The Ministry will continue to work with iwi in the operation and development of the Te Tau Ihu regional iwi forum, to enable iwi to have input into and to participate in processes to address fisheries plans.

6 INPUT INTO AND PARTICIPATION IN THE MINISTRY'S NATIONAL FISHERIES PLANS

6.1 Rangitāne o Wairau are entitled to input into and participation in the Ministry's national fisheries plans, where these are being developed and relate to the Fisheries Protocol Area. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits, research and compliance services) required to meet these objectives.

6.2 Rangitāne o Wairau input and participation will be recognised and provided for through the iwi fisheries plan referred to in clause 7, which the Ministry must have particular regard to when developing national fisheries plans that relate to the Fisheries Protocol Area.

6.3 Where it is intended that any sustainability measures will be set or varied that are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of Rangitāne o Wairau is provided for.

7 IWI FISHERIES PLAN

7.1 The Governance Entity will develop an iwi fisheries plan that relates to the Fisheries Protocol Area.

7.2 Rangitāne o Wairau have a strong traditional association with the taonga species listed in Attachment **C**.

7.3 The Ministry will assist the Governance Entity, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Fisheries Protocol Area.

7.4 The Ministry and the Governance Entity agree that the iwi fisheries plan will address:

7.4.1 the objectives of the Governance Entity for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;

7.4.2 Rangitāne o Wairau's view on what constitutes their exercise of kaitiakitanga within the protocol area;

7.4.3 how the Governance Entity will participate in fisheries planning in the Fisheries Protocol Area; and

7.4.4 how the customary, commercial and recreational fishing interests of the Governance Entity will be managed in an integrated way.

7.5 The Ministry and the Governance Entity agree to meet, as soon as reasonably practicable, to discuss:

7.5.1 the content of the iwi fisheries plan, including how the plan will legally protect and recognise the mana of Rangitāne o Wairau; and

7.5.2 ways in which the Ministry will work with the Governance Entity to develop and review the iwi fisheries plan.

8 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

8.1 The Ministry undertakes to provide the Governance Entity with such information and assistance, within the resources available to the Ministry, as may be necessary for the proper administration of the Fisheries (South Island Customary Fishing) Regulations 1999. This information and assistance may include, but is not limited to:

8.1.1 discussions with the Ministry on the implementation of the Fisheries (South Island Customary Fishing) Regulations 1999 within the Fisheries Protocol Area;

8.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area; and

8.1.3 training the appropriate representatives of Rangitāne o Wairau to enable them to administer and implement the Fisheries (South Island Customary Fishing) Regulations 1999.

9 CONTRACTING FOR SERVICES

9.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.

9.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other iwi as well as those of Rangitāne o Wairau, and may be achieved by one or more of the following:

9.2.1 the Ministry may notify the Governance Entity of a contract for fisheries services;

9.2.2 the Ministry may notify the Governance Entity of an invitation to tender for fisheries services; and

9.2.3 the Ministry may direct a successful contractor to engage with the Governance Entity as appropriate, in undertaking the relevant fisheries services.

9.3 If the Governance Entity is contracted for fisheries services then clause 9.2.3 will not apply in relation to those fisheries services.

10 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

10.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a vacancy directly affects the fisheries interests of Rangitāne o Wairau in relation to the Fisheries Protocol Area.

10.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Rangitāne o Wairau, and may be achieved by one or more of the following:

10.2.1 consultation on the job description and work programme;

10.2.2 direct notification of the vacancy;

10.2.3 consultation on the location of the position; and

10.2.4 input into the selection of the interview panel.

11 CONSULTATION

11.1 Where the Ministry is required to consult in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:

11.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;

11.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

11.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and

11.1.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.

11.2 Where the Ministry has consulted with the Governance Entity as specified in clause 11.1, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

12 RĀHUI

12.1 The Ministry recognises that rāhui is a traditional use and management practice of Rangitāne o Wairau and supports their rights to place traditional rāhui over their customary fisheries.

12.2 The Ministry and Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. Rangitāne o Wairau undertakes to inform the Ministry of the placing and the lifting of a rāhui by Rangitāne o Wairau over their customary fisheries, and also the reasons for the rāhui.

12.3 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Rangitāne o Wairau over their customary fisheries, in a manner consistent with the understandings outlined in clause 12.2 above.

12.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186B of the Fisheries Act 1996 to support a rāhui proposed by Rangitāne o Wairau over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186B of the Fisheries Act 1996, noting these requirements preclude the use of section 186B to support rāhui placed in the event of a drowning.

13 INFORMATION EXCHANGE

13.1 Rangitāne o Wairau and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and Rangitāne o Wairau will as far as possible exchange any information that is relevant to the management of the Fisheries Protocol Area.

13.2 The Ministry will make available to Rangitāne o Wairau all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Rangitāne o Wairau for the purposes of assisting them to exercise their rights under this Fisheries Protocol.

13.3 The Ministry will provide to the Governance Entity any reasonably available information concerning the management of species or stocks that are of significance to Rangitāne o Wairau.

14 DISPUTE RESOLUTION

14.1 If either the Ministry or the Governance Entity considers there has been a problem with the implementation of this Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:

14.1.1 Within 15 working days of being given written notice, the relevant contact persons from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;

14.1.2 If the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 14.1, the Chief Executive of the Ministry and representative of the Governance Entity will meet to work in good faith to resolve the issue;

14.1.3 If the dispute has not been resolved within 45 working days of receipt of the notice referred to in clause 14.1 despite the process outlined in clauses 14.1.1 and 14.1.2 having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

14.2 In the context of any dispute that has been initiated under clause 14.1, the Ministry and the Governance Entity will place utmost importance on the fact that the Ministry and Rangitāne o Wairau are, in accordance with clause 1.5 of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi / Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

15 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

15.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:

15.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and

15.1.2 make available to the Governance Entity the information provided to iwi as part of the consultation process referred to in this clause; and

15.1.3 report back to the Governance Entity on the outcome of any such consultation, either in writing or in person.

16 DEFINITIONS

16.1 In this Protocol:

Crown means The Sovereign 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 the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

Fisheries Legislation means the *Fisheries Act 1983,* the *Fisheries Act 1996,* the *Treaty of Waitangi (Fisheries Claims) Settlement Act 1992,* the *Maori Commercial Aquaculture Claims Settlement Act 2004,* and the *Maori Fisheries Act 2004,* and any regulations made under these Acts;

Governance Entity means the Rangitāne o Wairau Settlement Trust;

Protocol means a statement in writing, issued by the Crown through the Minister to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Fisheries Protocol;

Settlement Date means [ ].

SIGNED as a deed on [***date***]

SIGNED for and on behalf of)
THE CROWN by the)
Minister of Fisheries)
in the presence of:

Signature of Witness

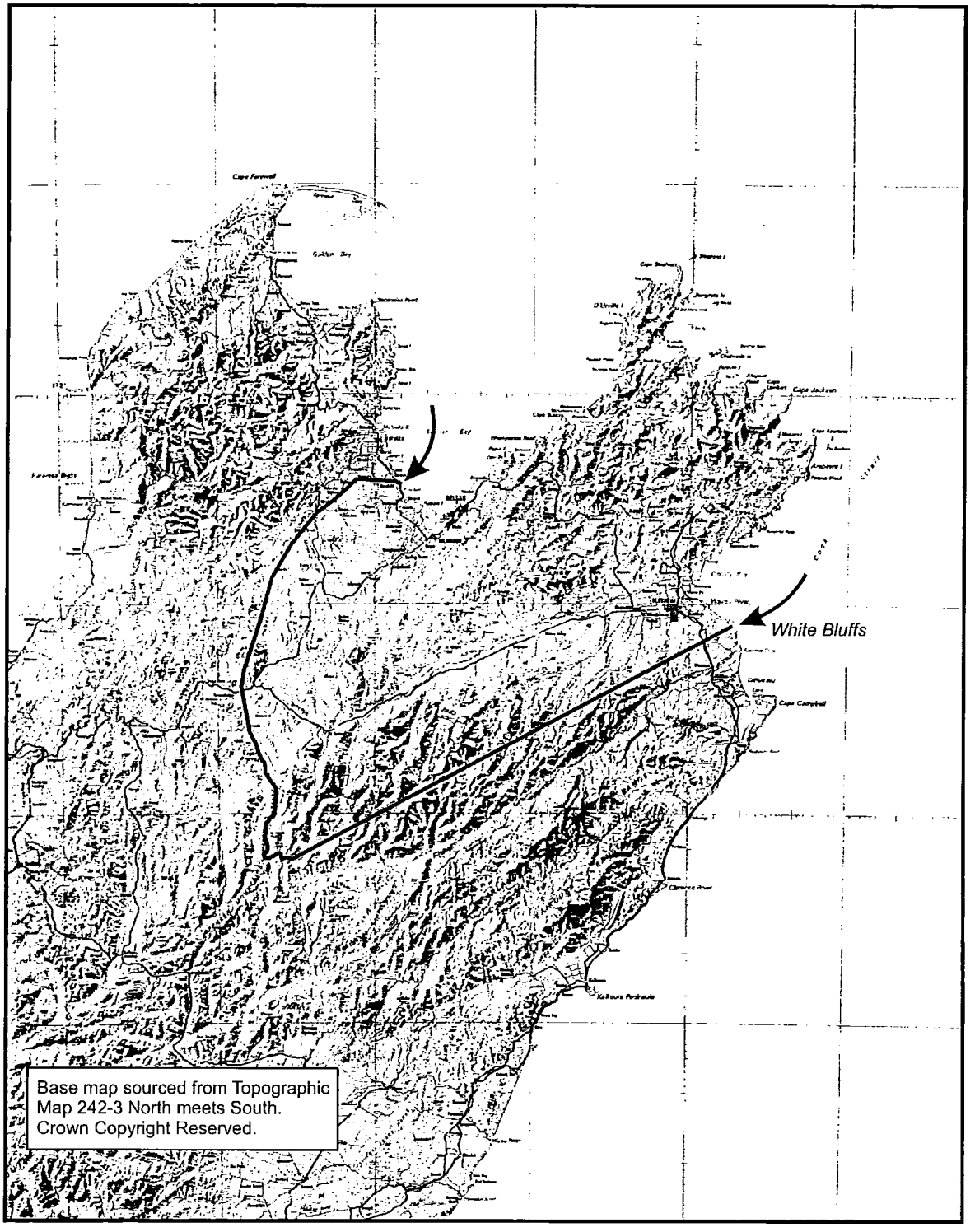
Witness Name:

Occupation:

Address:

ATTACHMENT A

FISHERIES PROTOCOL AREA



ATTACHMENT B
TERMS OF ISSUE

This Protocol is subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1. Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (clause 5.14).

[to insert terms of issue from the settlement legislation]

ATTACHMENT C

TAONGA SPECIES

MAORI NAMES	COMMON	SCIENTIFIC NAME(S)
Raawaru	Blue Cod	*Parapercis colias*
Moki	Blue Moki	*Latridopsis ciliaris*
Mararii	Butterfish / Greenbone	*Odaxpullus* = (*Coridodax pullus*)
Kooiro	Conger eel	*Conger verreauxi*
Paatiki Paatiki Mohoao Paatiki Totara Raututu Whaiwhai Patiki Wai Maori	Flounder(s)	*Rhombosolea tapirina*
Kanae	Mullet	*Mugil cephalus*
Hapuku	Groper	*Polyprion oxygeneios*
Inanga Puukooareare Kooeaea Uruao Kokopara Kokopu Koarao Koawheawhe Kararaha Matua a Iwi	Inanga	*Galaxias maculatus*
Kahawai	Kahawai	*Arripis trutta* *Arripis xylabion*
Kanakana	Lamprey	*Geotria australis*
Tuna Reherehe Rewharewha	Longfin eel	*Anguilla dieffenbachii*
Manumanu	Skate	*Dipturus nasutus*

MAORI NAMES	COMMON	SCIENTIFIC NAME(S)
Uku Waewae Whai		*Dipturus innominatus*
Hoka	Red cod	*Pseudophycis bachus* = *(Physiculus bacchus)*
Kumukumu Puuwhaiau	Red gurnard	*Chelidonichthys kumu* = *(Trigla kumu)*
Nanua	Red moki	*Cheilodactylus spectabilis*
Manga Mango Kaapeta	Rig	*Mustelus lenticulatus* = (*M. antarcticus*)
Hao Takotowhenua Tunaheke	Shortfin eel	*Anguilla australis*
Kokopu	Shortjawed kokopu	*Galaxias postvectis*
Uruao	Smelt	*Retropinna retropinna*
Taamure	Snapper	*Pagrus auratus* = (*Chrysophrys auratus*)
Tarakihi	Tarakihi	*Nemadactylus macropterus* = (*Cheilodactylus macropterus*)
Inanga Mahitahi	Whitebait	*Galaxias* spp.
Kataha Mokowhiti	Yelloweye mullet	*Aldrichetta forsteri*
Koura waimaori	Freshwater Crayfish	*Paranephrops planifrons* *Paranephrops zealandicus*
Koura waitai	Red rock lobster Crayfish (saltwater)	*Jasus* (*Jasus*) *edwardsii* *Jasus* (*Sagmariasus*) *verreauxi*
Papaka	Paddle crab	*Ovalipes catharus* (*O. punctatus, O. bipustulatus*)
Wheke	Octopus	*Octopus maorum*

MAORI NAMES	COMMON	SCIENTIFIC NAME(S)
Kuku Kutai	Blue mussel	*Mytilus galloprovincialis* *(Mytilus edulis aoteanus)*
Huangi	Cockle	*Austrovenus stutchburyi* *(Chione stutchburyi)*
Hohehohe	Deepwater clam New Zealand geoduck	*Panopea zelandica*
Paua Kararuri	Paua Blackfoot paua	*Haliotis iris*
Pipi	Pipi	*Paphies australis* *(Amphidesma australe)*
Pure Kuakua	Scallop	*Pecten novaezelandiae*
Kaikaikaroro Kuhakuha Tuatua Kaitua Tuangi Puukauri	Surf Clam	*Spisula solidissima* *Spisula aequilatera* *Mactra murchisoni* *Mactra discors* *Paphies donacina* *Paphies subtriangulata* *Dosinia anus* *Dosinia subrosea* *Bassina yatei* *Amphidesma spp.*
Toheroa	Toheroa	*Paphies ventricosa* (*Amphidesma ventricosum*)
Tuatua	Tuatua	*Paphies subtriangulata* *Paphies donacina* *Amphidesma* spp
Hihiwaa	Yellowfoot paua	*Haliotis australis*
Kina	Kina	*Evechinus chloroticus*
Tuere	Blind Eel	*Heptatretus cirrhatus*
Karengo	Karengo	*Porphyra*

4.3 TAONGA TŪTURU PROTOCOL

Clause 5.11.3

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH RANGITĀNE O WAIRAU ON SPECIFIED ISSUES

1. INTRODUCTION

1.1 Under the Deed of Settlement dated 4 December 2010 between Rangitāne o Wairau and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "**Minister**") would issue a protocol (the "**Protocol**") setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the "**Chief Executive**") will interact with the governance entity on matters specified in the Protocol. These matters are:

1.1.1 Protocol Area - Part 2

1.1.2 Terms of issue - Part 3

1.1.3 Implementation and communication - Part 4

1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 - Part 5

1.1.5 The role of the Minister under the Protected Objects Act 1975 - Part 6

1.1.6 Rangitāne o Wairau Ngā Taonga Tūturu held by Te Papa Tongarewa and Canterbury Museum - Part 7

1.1.7 Effects on Rangitāne o Wairau interest in the Protocol Area - Part 8

1.1.8 Registration as a collector of Ngā Taonga Tūturu - Part 9

1.1.9 Board Appointments - Part 10

1.1.10 National Monuments, War Graves and Historical Graves - Part 11

1.1.11 History publications relating to Rangitāne o Wairau - Part 12

1.1.12 Cultural and/or Spiritual Practices and Tendering - Part 13

1.1.13 Consultation - Part 14

1.1.14 Changes to legislation affecting this Protocol - Part 15

1.1.15 Definitions - Part 16.

1.2 For the purposes of this Protocol the governance entity is the body representative of the whānau and iwi of Rangitāne o Wairau who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

1.3 The Chief Executive and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi / the Treaty of Waitangi and its principles. The principles of Te Tiriti o

Waitangi / the Treaty of Waitangi provides the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

1.4 The purpose of the Protected Objects Act 1975 is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.

1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in clause 1.1.

1.6 Rangitāne o Wairau and the Chief Executive agree that this protocol should contribute to achieving the following aspirations of Rangitāne o Wairau:

1.6.1 acknowledgement and recognition by the Department of the customary, traditional, spiritual and historical interests of Rangitāne o Wairau over their entire rohe;

1.6.2 the development by Rangitāne o Wairau of capacity and capability to exercise an effective Kaitiaki and management role over Taonga Tūturu;

1.6.3 the establishment of lasting relationships between Rangitāne o Wairau and the Department.

2. PROTOCOL AREA

2.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "**Protocol Area**").

3. TERMS OF ISSUE

3.1 This Protocol is issued pursuant to section [ ] [Claims Settlement Act 20[ ]] (the "**Settlement Legislation**") that implements clause 5.11.3 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4. IMPLEMENTATION AND COMMUNICATION

4.1 The Chief Executive will maintain effective communication with the governance entity by:

4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;

4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;

4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry Managers and staff;

4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;

4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;

4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

5. THE ROLE OF THE CHIEF EXECUTIVE UNDER THE PROTECTED OBJECTS ACT 1975

General

5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne o Wairau origin found anywhere else in New Zealand;

5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne o Wairau origin found anywhere else in New Zealand;

5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne o Wairau origin found anywhere else in New Zealand;

5.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne o Wairau origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

5.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne o Wairau origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Applications for Ownership

5.2. If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne o Wairau origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the

purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne o Wairau origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Applications for Custody

5.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne o Wairau origin found elsewhere in New Zealand by the governance entity or any other person, the Chief Executive will:

5.5.1 consult the governance entity where there is any request from any other person for the custody of the Taonga Tūturu;

5.5.2 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and

5.5.3 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Rangitāne origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.

5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Rangitāne origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of his or her decision.

5.8 Where the Chief Executive receives an export application to remove any Taonga Tūturu identified as being from the Wairau Bar from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of his or her decision.

6. THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:

6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or

6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;

6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7. RANGITĀNE O WAIRAU NGA TAONGA TŪTURU HELD BY SPECIFIED MUSEUMS

7.1 The Chief Executive will invite Te Papa Tongarewa to enter into a relationship with the governance entity, for the purposes of Te Papa Tongarewa compiling a full inventory of Taonga Tūturu held by Te Papa Tongarewa, which are of cultural, spiritual and historical importance to Rangitāne o Wairau; and

7.2 associated costs and/or additional resources required to complete the obligations under paragraph 7.1 will be funded by Te Papa Tongarewa, as resources allow.

7.3 The Chief Executive will invite Canterbury Museum to enter into a relationship with the governance entity, for the purposes of encouraging Canterbury Museum to compile a full inventory of Taonga Tūturu held by Canterbury Museum that originate from the Wairau Bar

8. EFFECTS ON RANGITĀNE O WAIRAU INTERESTS IN THE PROTOCOL AREA

8.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Rangitāne o Wairau interests in the Protocol Area.

8.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Rangitāne o Wairau interests in the Protocol Area.

8.3 Notwithstanding clauses 8.1 and 8.2 above the Chief Executive and governance entity shall meet to discuss Rangitāne o Wairau interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

9. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

9.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

10. BOARD APPOINTMENTS

10.1 The Chief Executive shall:

10.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

10.1.2 include governance entity nominees in the Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

10.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

11. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

11.1 The Chief Executive shall seek and consider the views of the governance entity on any national monument, war grave, historical grave or urupā, managed or administered by the Ministry, which specifically relates to Rangitāne o Wairau interests.

12. HISTORY PUBLICATIONS RELATING TO RANGITĀNE O WAIRAU

12.1 The Chief Executive shall:

12.1.1 provide the governance entity with a list of all history publications commissioned or undertaken by the Ministry that relates substantially to Rangitāne o Wairau and Te Tau Ihu, and will supply these on request; and

12.1.2 discuss with the governance entity any work the Ministry undertakes that deals specifically or substantially with Rangitāne o Wairau and Te Tau Ihu.

13. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

13.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Rangitāne o Wairau within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.

13.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services.

13.3 The procurement by the Chief Executive of any such services set out in clauses 14.1 and 14.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

14. CONSULTATION

14.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

14.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

14.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

14.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

14.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

14.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

15 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

15.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:

15.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

15.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

15.1.3 report back to the governance entity on the outcome of any such consultation.

16. DEFINITIONS

16.1 In this Protocol:

Chief Executive means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

Crown means the Sovereign 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 the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement

Expert Examiner has the same meaning as in section 2 of the Act and means a body corporate or an association of persons

Found has the same meaning as in section 2 of the Act and means:

> in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

governance entity means the trustees for the time being of the Rangitāne o Wairau Settlement Trust

Ngā Taonga Tūturu has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol

Taonga Tūturu has the same meaning as in section 2 of the Act and means:

an object that:

(a) relates to Māori culture, history, or society; and

(b) was, or appears to have been:

(i) manufactured or modified in New Zealand by Māori; or

(ii) brought into New Zealand by Māori; or

(iii) used by Māori; and

(c) is more than 50 years old

Rangitāne o Wairau has the meaning set out in clause 8.5 of the **D**eed of Settlement.

ISSUED on [ ]

SIGNED for and on behalf of)
THE CROWN by the Minister of)
Arts, Culture and Heritage in the)
presence of:

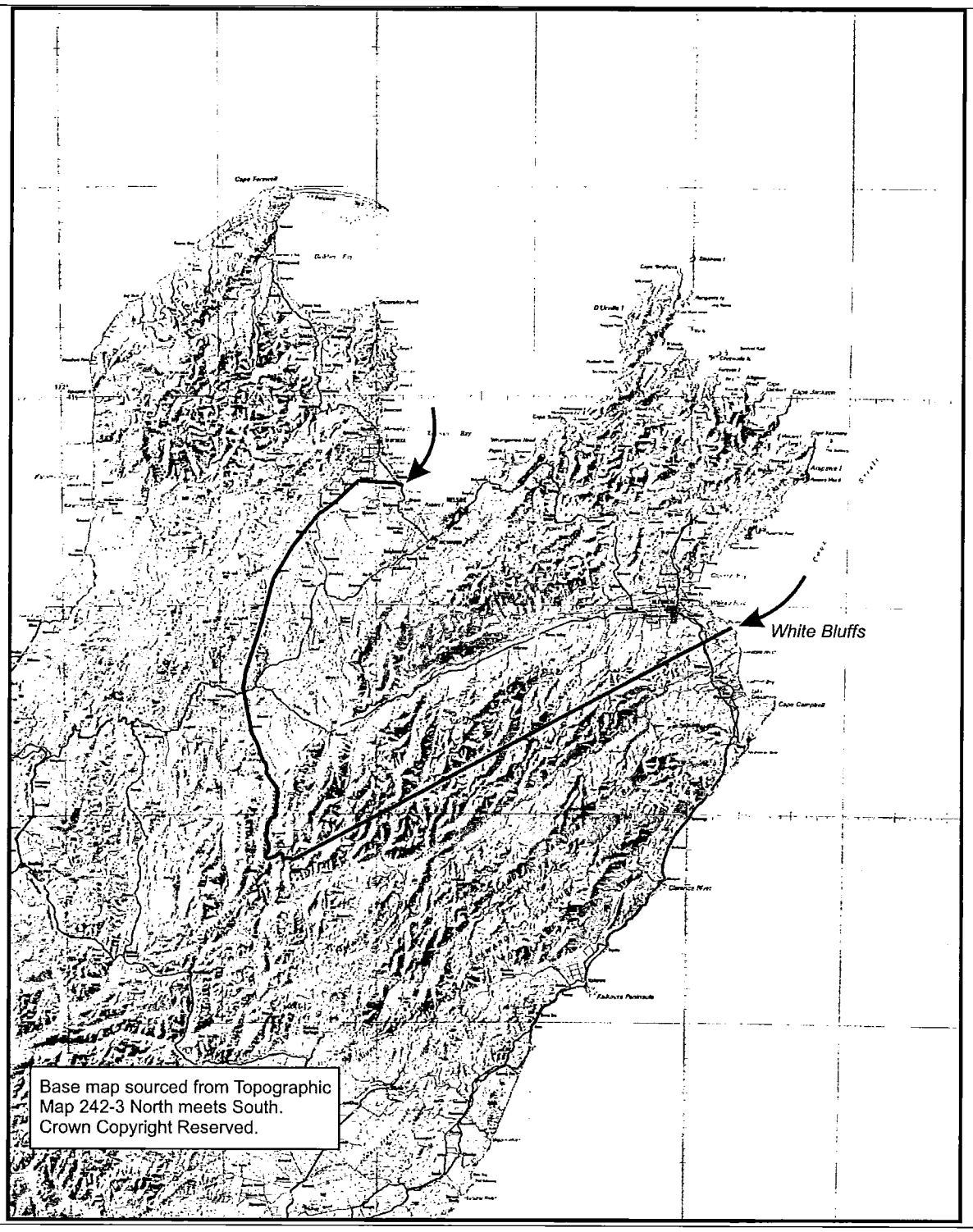
Signature of Witness

Witness Name:

Occupation:

Address:

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



ATTACHMENT B
TERMS OF ISSUE

This Protocol is subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1. Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (clause 5.14).

[to insert terms of issue from the settlement legislation]

4.4 MINERALS PROTOCOL

Clause 5.11.4

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH RANGITĀNE O WAIRAU AND THE MINISTRY OF ECONOMIC DEVELOPMENT ON CROWN OWNED MINERALS

1 INTRODUCTION

1.1 Under the Deed of Settlement dated 4 December 2010 between Rangitāne and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Crown Minerals Protocol**") setting out how the Ministry of Economic Development (the "**Ministry**") will consult with the Rangitāne o Wairau Settlement Trust (the "**Governance Entity**") on matters specified in the Crown Minerals Protocol.

1.2 For the purposes of this Protocol the governance entity is the body representative of the whānau and iwi of Rangitāne who have interests and responsibilities in relation to the Protocol Area. These interests and responsibilities are inextricably linked to whakapapa and have important cultural and spiritual dimensions.

1.3 The Ministry and Rangitāne are seeking a relationship based on the principles of Te Tiriti o Waitangi / the Treaty of Waitangi.

1.4 The purpose of the Crown Minerals Act 1991 (the "Act") is to restate and reform the law relating to the management of Crown owned minerals. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi.

1.5 The Minister is responsible under the Act for the preparation of mineral programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.

1.6 This Crown Minerals Protocol will affect the Ministry's administration of Crown owned minerals under the Act in the Crown Minerals Protocol Area.

2 PURPOSE OF THIS PROTOCOL

2.1 This Crown Minerals Protocol sets out how the Ministry will have regard to the rights and interests of Rangitāne while exercising its functions, powers, and duties in relation to the matters set out in this Crown Minerals Protocol.

2.2 The governance entity will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Crown Minerals Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 PROTOCOL AREA

3.1 This Crown Minerals Protocol applies across the Crown Minerals Protocol Area which means the area identified in the map included in Attachment A of this Crown Minerals Protocol together with the adjacent waters.

4 TERMS OF ISSUE

4.1 This Crown Minerals Protocol is issued pursuant to section [ ] of [insert the name of the Settlement Legislation] (the "**Settlement Legislation**") that implements clause 5.11.4 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

4.2 This Crown Minerals Protocol must be read subject to the terms of issue set out in Attachment B.

5 CONSULTATION

5.1 The Minister will ensure that the governance entity is consulted by the Ministry:

New minerals programmes in respect of petroleum

5.1.1 on the preparation of new minerals programmes in respect of Petroleum which relate, whether wholly or in part, to the Crown Minerals Protocol Area;

Petroleum exploration permit block offers

5.1.2 on the planning of a competitive tender allocation of a permit block for Petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Crown Minerals Protocol Area;

Other petroleum exploration permit applications

5.1.3 when any application for a petroleum exploration permit is considered, which relates, whether wholly or in part, to the Crown Minerals Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.2;

Amendments to petroleum exploration permits

5.1.4 when any application to amend a petroleum exploration permit, by extending the land or minerals to which the permit relates, is considered, where the application relates, wholly or in part, to the Crown Minerals Protocol Area;

New minerals programme in respect of Crown owned minerals other than petroleum

5.1.5 on the preparation of new minerals programmes in respect of Crown owned minerals other than petroleum, which relate, whether wholly or in part, to the Crown Minerals Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

5.1.6 on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than Petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Crown Minerals Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

5.1.7 when any application for a permit in respect of Crown owned minerals other than petroleum is considered, which relates, whether wholly or in part, to the Crown Minerals Protocol Area, except where the application relates to a competitive tender allocation of a permit block offer over which consultation has already taken place under clause 5.1.6;

Amendments to permits for Crown owned minerals other than petroleum

5.1.8 when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is considered; and

5.1.9 where the application relates, wholly or in part, to the Crown Minerals Protocol Area.

5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with the governance entity, and having regard to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi, particularly as those principles are set out in the relevant minerals programme from time to time, and taking into account the circumstances of each case.

5.3 Where the governance entity requests that the Minister exclude land from a permit or competitive tender referred to in clause 5.1, the Minister will ordinarily consider the following matters:

(a) the particular importance of the land to Rangitāne;

(b) whether the land is a known wāhi tapu site;

(c) the uniqueness of the land (for example, whether the land is mahinga kai (food gathering area) or waka tauranga (a landing place of the ancestral canoes));

(d) whether the importance of the land to Rangitāne has already been demonstrated (for example, by Treaty claims or Treaty settlements resulting in a statutory acknowledgment or other redress instrument under settlement legislation);

(e) any relevant Treaty claims or settlements;

(f) whether granting a permit over the land or the particular minerals would impede the progress of redress of any Treaty claims;

(g) any Rangitāne management plans that specifically exclude the land from certain activities;

(h) the ownership of the land;

(i) whether the area is already protected under an enactment (for example, the Resource Management Act 1991, the Conservation Act 1987, or the Historic Places Act 1993); and

(j) the size of the land and the value or potential value of the relevant mineral resources if the land is excluded.

6. IMPLEMENTATION AND COMMUNICATION

6.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 5.1 of this Crown Minerals Protocol. The Ministry will consult with the governance entity in accordance with this Crown Minerals Protocol and in accordance with the relevant minerals programme if matters described in clause 5.1 and clause 6 of this Crown Minerals Protocol Area may affect the interests of Rangitāne.

6.2 The basic principles that will be followed by the Ministry in consulting with the governance entity in each case are:

6.2.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 5 of this Crown Minerals Protocol;

6.2.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this Crown Minerals Protocol;

6.2.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process and the consideration by the governance entity of its submissions in relation to any of the matters described in clause 5 of this Crown Minerals Protocol; and

6.2.4 ensuring that the Ministry will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters described in clause 5 of this Crown Minerals Protocol.

6.3 Where the Ministry is required to consult the governance entity as specified in clause 6.1, the Ministry will report back in writing to the governance entity on the decision made as a result of such consultation.

6.4 The Ministry will seek to fulfil its obligations under this Crown Minerals Protocol by:

6.4.1 maintaining information on the governance entity address and contact details as provided from time to time by the governance entity;

6.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Crown Minerals Protocol;

6.4.3 nominating relevant employees to act as contacts with the governance entity in relation to issues concerning this Crown Minerals Protocol; and

6.4.4 providing the governance entity with the names of the relevant employees who will act as contacts with the governance entity in relation to issues concerning this Crown Minerals Protocol;

7. CHANGES TO POLICY AND LEGISLATION

7.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Crown Minerals Act that impacts upon this Protocol, the Chief Executive shall:

7.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment;

7.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

7.1.3 report back to the governance entity on the outcome of any such consultation.

8. DEFINITIONS

8.1 In this Crown Minerals Protocol:

Act means the Crown Minerals Act 1991 as amended, consolidated or substituted;

Crown means the Sovereign 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 the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

Crown owned minerals means any mineral (as defined below) that is the property of the Crown in accordance with sections 10 and 11 of the Act or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

Deed of Settlement means the Deed of Settlement dated 4 December 2010 between the Crown and Rangitāne;

governance entity means the trustees for the time being of the Rangitāne o Wairau Settlement Trust;

Mineral means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water, and includes all metallic minerals, non-metallic minerals, fuel minerals (including coal and Petroleum), precious stones, industrial rocks and building stones within the meaning of the Act and a prescribed substance within the meaning of the Atomic Energy Act 1945;

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Economic Development;

Rangitāne has the meaning set out in clause 8.5 of the Deed of Settlement;

Petroleum means:

(a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or

(b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or

(c) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and one or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide;

and, except in sections 10 and 11 of the Act, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered, but which has been returned to a natural reservoir for storage purposes in the same or an adjacent area; and

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Crown Minerals Protocol.

ISSUED on [ ]

SIGNED for and on behalf of **THE CROWN** by the Minister of Energy and Resources (or the Associate Minister of Energy and Resources under delegated authority from the Minister of Energy and Resources) in the presence of:)

_____

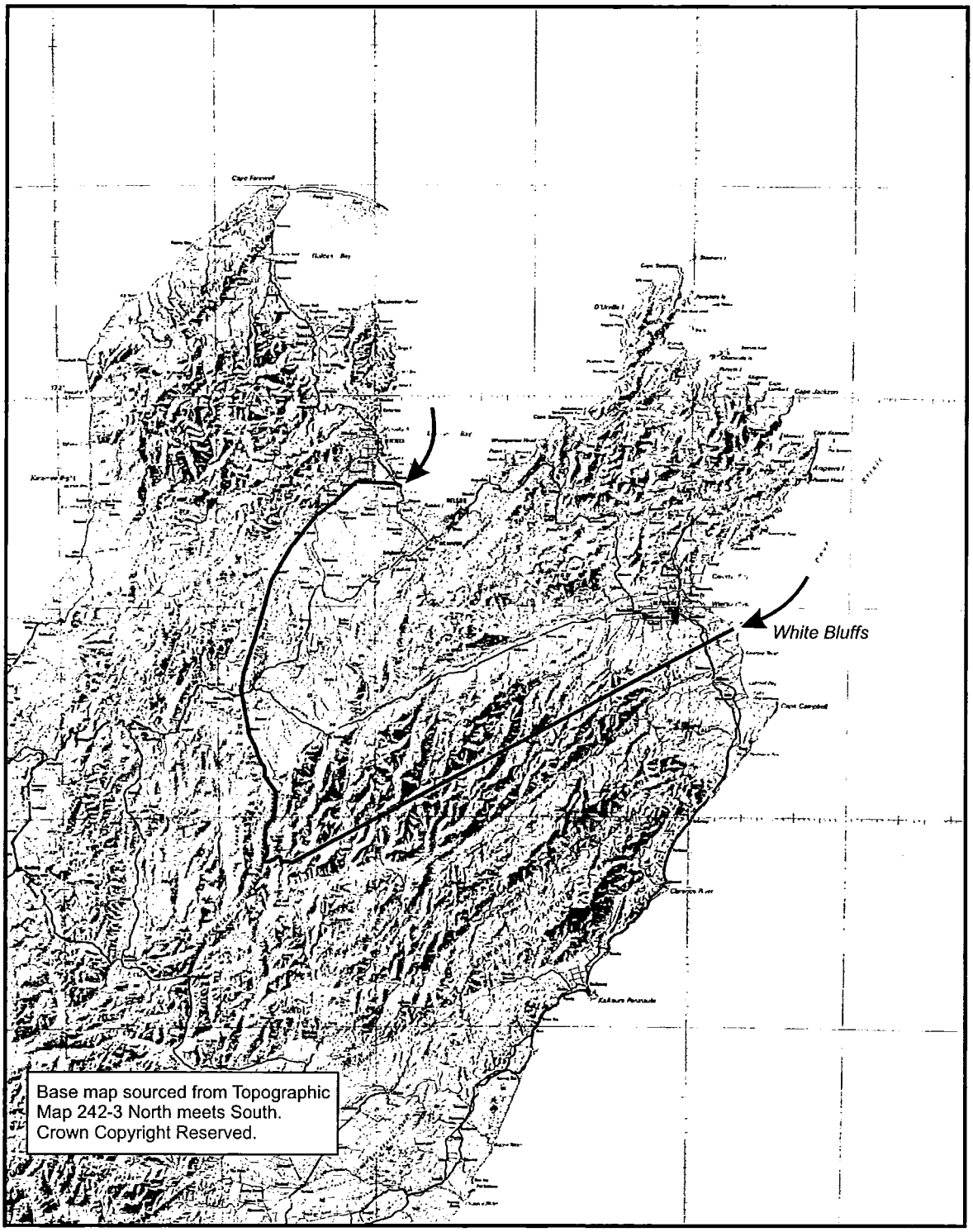
Signature of Witness

Witness Name:

Occupation:

Address:

ATTACHMENT A
CROWN MINERALS PROTOCOL AREA



ATTACHMENT B

TERMS OF ISSUE

This Protocol is subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1. Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (clause 5.14).

[to insert terms of issue from the settlement legislation]

5. ENCUMBRANCES

5.1 TE POKOHIWI RIGHT OF WAY EASEMENT

Clause 5.15.5

Form 3
Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district
Marlborough

BARCODE

Grantor *Surname must be underlined*
[GOVERNANCE ENTITY]

Grantee *Surname must be underlined*
HER MAJESTY THE QUEEN in right of New Zealand acting by and through the **MINISTER OF CONSERVATION**

Grant* of easement or *profit à prendre* or creation or covenant
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this day of 20

Attestation

	Signed in my presence by the Grantor *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* *Witness name* *Occupation* *Address*
Signature [common seal] of Grantor	

	Signed in my presence by the Grantee *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* *Witness name* *Occupation* *Address*
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

Annexure
Schedule 1

Easement instrument Dated Page 1 of 3 pages

Schedule A *Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, *profit,* or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Right of Way	[Marked 'E' on OTS-099-06. Subject to survey]	[Area C on OTS-099-06. Subject to survey]	In gross

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers **are varied** by the provisions set out in Annexure Schedule 2.

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure
Schedule 2

Easement instrument Dated Page 2 of 3 pages

Operative Clause

1 The Grantor transfers and grants to the Grantee a right of way easement over that part of the Servient tenement described as ['E' on OTS-099-06, subject to survey] (the Easement Land) being an easement in gross in perpetuity on the terms, conditions, covenants and restrictions contained in this easement,

Right of Way Easement Terms

2 The Grantee together with the employees, tenants, agents, workmen, licensees and invitees of the Grantee shall have the full free right, liberty and licence to pass an repass along the Easement Land for the purpose of accessing adjoining lands or resources the Grantee administers:

(a) on foot or by bicycle at anytime; and

(b) by light motor vehicle [i.e under 2 tonne, car, motorcycle, quad bike or four wheel drive vehicle] subject to the Grantee providing the Grantor with notice no less than 24 hours before such right of access is exercised; and

(c) by heavy motor vehicle (ie. in excess of 2 tonne), subject to the prior approval of the Grantor (not to be unreasonably or arbitrarily withheld), an application for which must be received from the Grantee no less than 15 business days before the proposed access.

3 In exercising its rights under this Easement, the Grantee shall not interfere with the Grantor's use of the Easement Land.

4 The Grantee may not use the Easement Land or any part of the Easement Land other than for the purpose expressly set out in clause 2 of this Easement. In particular, the Grantee may not in any way obstruct the Easement Land.

5 Either or both the Grantee or Grantor may maintain the existing vehicle track on the Easement Land.

6 The cost of maintaining the existing vehicle track shall be borne by the parties in proportion to the amount, and nature, of their use of the Easement Land. Neither party shall be liable to contribute to the improvement of the Easement Land in the event that improvement is not necessary for their use. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party causing damage to the Easement Land then the cost of such maintenance and repair shall be borne by the party that caused the damage.

7 The Grantee may contract with licensees, and/or tenants on adjoining land requiring them to contribute, in whole or in part, to the maintenance of the Easement Land.

8 The Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Easement Land at its own risk in all respects.

Annexure
Schedule 2

Easement instrument Dated Page 3 of 3 pages

General Terms

9 No power is implied for the Grantor to determine this Easement for breach of any provision (whether express or implied) or for any other cause, it being the intention of the parties that the rights granted under this Easement shall subsist for all time or until it is duly surrendered.

10 The covenants and powers contained in the Land Transfer Regulations 2002 in respect of easements shall apply to the extent that they are not expressly negatived in this Easement. The rights set out in Schedule 5 of the Property Law Act 2007 are excluded from this Easement.

Dispute Resolution

11 If any dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve their dispute.

12 If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.

13 If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the New Zealand Law Society. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this Easement shall be deemed a submission to arbitration.

Interpretation

14.1 In these conditions, unless the context otherwise requires:

Easement means the right of way easement recorded by this Easement instrument; and

Easement Land means that part of the Servient tenement marked ['E' on OTS-099-06. Subject to survey].

14.2 In the interpretation of this Easement, unless the context otherwise requires:

14.2.1 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;

14.2.2 references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and

14.2.3 the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

5.2 LEASES FOR LEASEBACK PROPERTIES

5.2: LEASES FOR LEASEBACK PROPERTIES

BLENHEIM HIGH / DISTRICT COURT

[THE GOVERNANCE ENTITY]

LESSOR:

Correct for the purposes of the Land Transfer Act 1952

.....

SOLICITOR FOR THE LESSEE

LESSEE:

HER MAJESTY THE QUEEN
acting by and through the Chief Executive of the Ministry of Justice

Particulars entered in the Register as shown herein on the date and at the time endorsed below

---

MEMORANDUM OF LEASE

THE CHIEF EXECUTIVE
MINISTRY OF JUSTICE
WELLINGTON

MINISTRY OF JUSTICE

LONG TERM LEASE OF BARE GROUND

FOR COURTHOUSE PURPOSES

[ ] (hereafter called "**the Lessor**") being registered as proprietor of an estate in fee simple subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed on Computer **F**reehold Register [ ] ([ ] **R**egistry), in that piece of land situated in [ ] Land District containing [ ] square metres more or less, being Section [ ] and being comprised and described therein

does hereby lease to **HER MAJESTY THE QUEEN** acting through the Chief Executive of the Ministry of **J**ustice (hereafter called "**the Lessee**") all the said land (hereafter called "**the** La**nd**") to be held by the Lessee as tenant for a term of [ ] ( ) years at the yearly rental of $ [ ] plus **GST** payable annually in advance on the [ ] day of [ ] in each year during the continuance of this Lease subject to the covenants, conditions and restrictions set forth in Schedules A and B following.

The Lessee doth hereby accept the lease of the above described land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants set forth in Schedules A and B following.

Dated this day of 20[ ]

SIGNED for and on behalf of)
[GOVERNANCE ENTITY] as Lessor in the)
presence of:)

Signature of Witness

Witness Name:

Occupation:

Address:

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
as Lessee by **[ ]**)
(acting by and through the Chief Executive)
of the Ministry of Justice) in the presence of:)

[ ]

Signature of Witness

Witness Name:

Occupation:

Address:

SCHEDULE A

ITEM 1 THE LAND

All that parcel of land being the Land previously specified.

ITEM 2 THE COMMENCEMENT DATE

The commencement date of this Lease shall be the day of 20 .

ITEM 3 ANNUAL RENTAL

(Value in words) ($[.00) per annum plus GST payable annually in advance on the first day of each year during the continuance of this lease with a first payment due on the day of 20 .

ITEM 4 TERM OF LEASE

4.1 **Initial term**

[ ] years from the Commencement Date, to determination on the day of 20 .

4.2 **Subsequent terms**

Rights of renewal for terms of [ ] years each forever from the day of 20 and each 20th anniversary after that date, subject to clause 4.02(a)(v)

ITEM 5 LESSEE OUTGOINGS

5.1 Rates, levies, charges, assessments, duties or fees payable to any local, territorial, governmental and any other statutory authority (subject to Item 5.5).

5.2 Charges for water, gas, electricity, telephones and other utilities or services.

5.3 Rubbish collection charges.

5.4 All costs associated with the repair, maintenance or replacement of any fencing on the land.

5.5 The amount by which the land tax of the Lessor (if any) has been increased by virtue of its ownership of the Land, but excluding any other taxes levied against the Lessor in respect of its interest in the Land and excluding any income tax assessed in respect of the Lessor's income from the Land.

ITEM 6 PERMITTED USE

(a) For the purposes of the administration of justice by the Crown, including use as a courthouse and related facilities which can include cells for overnight prisoner accommodation; and/or

(b) any other commercial use permitted as of right by the operative District Plan from time to time of the territorial authority having jurisdiction in respect of the Land.

ITEM 7 RIGHTS OF RENEWAL

Renewable as provided in Item 4.2 above.

ITEM 8 RENT REVIEW DATES

[ ] yearly from the Commencement Date of this Lease.

ITEM 9 LESSOR'S PROPERTY

Nil.

ITEM 10 LESSEE'S IMPROVEMENTS

As defined in clause 1.07

ITEM 11 CLAUSE 4.01(e) CHARGEHOLDER'S NOTICE

To: The Lessor
(hereafter called "**the Lessor**")

And to: The Lessee
(hereafter called "**the Lessee**")

From: Mortgagee / Chargeholder
(hereafter called "**the Lender**")

In consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule below ("**the Land**") which the Lender acknowledges will be for its benefit, the Lender acknowledges that:

(i) It has notice of the provisions of clause 4.01(e) and (f) of the said Lease; and

(ii) It agrees that any Lessee's Improvements placed on the Land by the Lessee at any time prior to or during the continuance of the Lease, shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease (hereafter collectively called "**the relevant period**");

(iii) It will not claim any interest in any Lessee's Improvements under the security for its loan during the relevant period irrespective of how any Lessee's Improvement may be annexed to the Land and irrespective of any rule of law or equity to the contrary or any provisions of its security to the contrary;

(iv) It agrees that this acknowledgement is irrevocable.

SCHEDULE ***

[That parcel of land containing [ ]]

.....

(LENDER EXECUTION)

/ / 200

ITEM 12 CLAUSE 4.01(f) CHARGEHOLDER'S NOTICE

To: The Lessor
(hereafter called "**the Lessor**")

And to: The Lessee
(hereafter called "**the Lessee**")

From: Mortgagee/Chargeholder
(hereafter called "**the Lender**")

The Lender acknowledges that prior to the date it advanced monies to the Lessor under a security ("**the Security**") given by the Lessor over the land described in the Schedule below ("**the Land**") it had notice of and agreed to be bound by the provisions of clause 4.01(f) of the Lease of the Land and that in particular it agrees that notwithstanding any provision of the Security to the contrary and irrespective of how any Lessee's Improvement is annexed to the Land it:

(i) Will not claim any security interest in any Lessee's Improvement placed on the Land prior to or after the commencement date of the Security;

(ii) Will at all times acknowledge that any Lessee's Improvements shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease.

ITEM 13 ADDRESS FOR SERVICE

Lessor:

Lessee: Chief Executive
Ministry of Justice
Vogel Centre (Third Floor)
Kate Sheppard Place
WELLINGTON (PO Box 180, WELLINGTON)

Facsimile: (04) 918 8820

SCHEDULE B

PART I - PRELIMINARY

1.00 DEFINITIONS AND INTERPRETATION

1.01 In this Lease:

(a) The expression "**the Lessor**" shall include and bind:

(i) the persons executing this lease as Lessor; and

(ii) any Lessor for the time being under it; and

(iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.

(b) The expression "**the Lessee**" shall include and bind:

(i) the person executing this lease as Lessee;

(ii) all the Lessees for the time being under it; and

(iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally;

and the expression "**the Lessee**" shall include the Lessee's agents, employees, contractors and invitees and any person on the Land under the control or direction of the Lessee.

(c) Words importing the singular or plural number shall include the plural or singular number respectively.

1.02 "District Plan" means a district plan within the meaning of the Resource Management Act 1991

1.03 "Goods and Services Tax" or "GST" means tax levied in accordance with the Goods and Services Tax Act 1985 or any tax in the nature of a Goods and Services Tax.

1.04 "Government Agency" includes any department or instrument of the Executive Government of New Zealand; and, includes:

(a) a body corporate or corporation sole (whether called a corporation sole, a corporation, commission, council, board, authority, or by any name that has been established or constituted by a public Act of Parliament and that is named in that Act;

(b) a body corporate or organisation that is controlled wholly by the Crown or by any department, instrument, corporate, corporation sole, or organisation;

(c) a Crown Entity within the meaning of the Crown Entities Act 2004 or as otherwise established or constituted by an Act of Parliament;

(d) a State enterprise within the meaning of the State-Owned Enterprises Act 1985;

1.05 "Government Work" means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by or under the control of the Crown or any Minister of the Crown for any public purpose.

1.06 "Lease" means, unless the context otherwise requires, this lease and any further renewal term thereof.

1.07 "Lessee's Improvements" shall mean all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent of the Lessee prior to or after the commencement of this Lease but shall exclude "Lessor's Property".

1.08 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under the provisions of this Lease.

1.09 "Lessor's Property" means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property which are placed on the Land by the Lessor after the commencement of this Lease.

1.10 "Working Day" means any day of the week other than:

(a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, New Zealand Anniversary Day or the Anniversary Day celebrated in the locality of the Premises; and

(b) A day in the period starting on 24 December in any year and ending on 5 January in the following year, both days included.

A Working Day shall be deemed to start at 9:00 am and finish at 5:00 pm.

1.11 "The Land", "The Commencement Date", "Annual Rental", "Term of the Lease" and "Permitted Use" shall have the meanings ascribed to them in Schedule A.

1.12 The term "to sublet" shall include the granting of a licence to occupy the Land or part thereof and "subletting" and "sublease" shall be construed accordingly.

1.13 References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute, consolidation, re-enactment, substitution or otherwise.

1.14 A covenant not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.

1.15 Clause headings are inserted for reference only and shall not affect the interpretation of this Lease.

PART II - LESSEE'S COVENANTS

2.00 LESSEE'S COVENANTS

2.01 PAYMENT OF ANNUAL RENT

The Lessee shall pay the annual rent without deduction or set off in the manner and at the times provided in Item 3 of Schedule A. All payments of rent shall be paid by direct bank payment or as the Lessor may direct.

2.02 PAYMENT OF LESSEE OUTGOINGS

(a) The Lessee shall pay the Lessee Outgoings in respect of the land which are specified in Item **5** of Schedule A direct to the creditors concerned and shall cause a separate rating assessment to issue in the name of the Lessee in respect of the Land.

(b) The Lessee's liability to pay Lessee's Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.

(c) The Lessee shall pay all other outgoings it is required to pay under this Lease.

2.03 USE OF LAND

The Lessee shall not use the Land for any purpose other than the Permitted Use described in Item 6 of Schedule A. The Lessee acknowledges that it has entered into this Lease in reliance on its own judgement and not in reliance on any representation or warranty by the Lessor.

2.04 COMPLIANCE WITH LAW

(a) The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to or affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost in all things comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any lawful authority in respect of the Land or the Lessee's conduct of the Permitted Use on the Land or the Lessee's Improvements on the Land.

(b) Without limiting the generality of the foregoing the Lessee will take all reasonable steps to maintain a current warrant of fitness in respect of any building on the Land where such warrant of fitness is required in terms of the Building Act 2004.

2.05 AVOIDANCE OF DANGER

The Lessee shall:

(a) Take all reasonable precautions to minimise any danger or hazard arising from the Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard;

(b) Promptly remedy any danger or hazard that may arise on the Land;

(c) At all material times keep in place written rules and procedures in order to comply with health and safety in employment requirements which the Lessee is obliged by law to comply with.

2.06 LESSEE'S MAINTENANCE AND REPAIR OBLIGATION IN RESPECT OF THE LAND

The Lessee shall punctually and at the Lessee's expense keep the Land clean and tidy, free and clear from all rubbish, noxious weeds and plants to the satisfaction of

the Lessor and take any steps necessary to control any pest infestation occurring on or emanating from the Land.

2.07 SIGNAGE

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the Permitted Use without the consent of the Lessor. The Lessee shall not otherwise affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, name-plate, signboard or advertisement of any description on or to the exterior of the Lessee's Improvements or the Land or any Lessors' Property thereon without the prior approval in writing of the Lessor, such approval not to be unreasonably or arbitrarily withheld. Any signage shall be secured in a substantial and proper manner so as not to cause any damage and the Lessee shall at the end or sooner determination of this Lease remove the signage and make good any damage occasioned thereby.

2.08 INSURANCE

(a) The Lessee shall insure at its own cost against all public liability in the sum of at least $2,000,000 in respect of any single event in the name of the Lessee at all times during the continuance of this Lease. The amount of this insurance shall be adjusted at any rent review or renewal of this Lease by any increase in the consumer price index (all groups) in the preceding five years measured against that index at the Commencement Date of the original term of this Lease. If there is no consumer price index (all groups) then the adjustment will be made by reference to the next most appropriate index or any index published in place of the CPI (all groups).

(b) The provisions of clause 2.08(a) shall be of no application whilst the Lessee is **HER MAJESTY THE QUEEN**.

2.09 SUNDRY LESSEE ACKNOWLEDGEMENTS

The Lessee acknowledges:

(a) That the Lessor shall not be liable to erect or maintain or contribute towards the cost of the erection or replacement of any dividing or boundary fence or portion thereof between the Land and any adjoining land which is the property of the Lessor;

(b) That the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems this reasonably necessary for the purposes of the Permitted Use.

2.10 GST

The Lessee shall pay to the Lessor or as the Lessor shall direct the GST payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable on demand.

2.11 LESSEE'S ACKNOWLEDGEMENT

The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any

inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

PART III

3.00 LESSOR'S COVENANTS

3.01 QUIET ENJOYMENT

Should the Lessee pay the rent and observe and perform all the covenants and agreements expressed or implied in this Lease, the Lessee shall quietly hold and enjoy the Land throughout the term of this Lease without any interruption by the Lessor or any person claiming by, through or under the Lessor.

3.02 LESSOR'S PROPERTY

The Lessor acknowledges that the Lessor's Property on the Land at the Commencement Date of this Lease (if any) is as listed in Schedule A Item 9 and that the Lessor shall not during the continuance of this Lease place any further Lessor's Property on the Land unless this is expressly permitted in writing by the Lessee prior to its construction or placement. The Lessor further acknowledges that the Lessee may at its absolute discretion in all things decline consent to the construction or placement of any Lessor's Property on the Land and that all improvements on the Land at the Commencement Date of this Lease which are not listed as Lessor's Property are Lessee's Improvements.

3.03 LESSOR CONSENT TO GROUND WORKS

(a) Notwithstanding anything to the contrary in this Lease, the Lessee shall not:

(i) Make any excavation of the Land; or

(ii) Conduct any works on the Land likely to cause any subsidence, sinkage or damage to the Land or the land or property of any other person;

(iii) Remove any boundary-fence or retaining works except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed removal;

(iv) Make any sub-soil installation, alteration or interfere with any underground reticulated services, except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed installation, alteration or interference;

without, in each case, the Lessor's prior written approval, such approval not to be unreasonably or arbitrarily withheld and not to be withheld where the works are necessary or conducive to the conduct of the Permitted Use. Where the circumstances reasonably require, the Lessor's approval may be given subject to any reasonable conditions;

(b) Should the Lessor either fail to give an approval within 14 days of being requested to do so or give an approval which is subject to conditions the Lessee considers unreasonable, then the matter shall be referred to a

registered civil engineer agreed upon by the parties for his or her expert determination. Should the parties be unable to agree upon the appointment of an engineer, then either party shall be at liberty to make written application to the President for the time being of the Institute of Professional Engineers of New Zealand to appoint an engineer and any appointment so made shall be final and binding on the parties. The engineer shall act as an expert in determining the issue(s) and not as an arbitrator and the engineer's decision shall be final and binding on the parties. The engineer's costs shall be met in full by the Lessee, unless the engineer otherwise so determines.

3.04 DESIGNATION

The Lessor covenants that it consents to the Lessee maintaining a designation for courthouse purposes or any other Government Work over the Land for the duration of this Lease, should this be desired by the Lessee. Upon the expiration of this Lease or its sooner determination, the Lessee shall promptly uplift any designation.

3.05 PROVISION OF CERTAIN NOTICES TO THE LESSEE

Whenever the Lessor receives any notice from any local or governmental authority concerning the payment of local authority rates or the rating valuation of the Land or the Lessee's Improvements, the Lessor will promptly provide a copy of such notice to the Lessee and, in any event, within sufficient time to enable the Lessee to make any submission as seen fit by the Lessee to the local authority or the relevant governmental authority, as the case may be.

PART IV - MUTUAL COVENANTS

4.00 MUTUAL COVENANTS

4.01 LESSEE'S IMPROVEMENTS

Maintenance

(a) The Lessee shall at the Lessee's own expense in all things keep any Lessee's Improvements on the Land in good order, condition and repair during the continuance of this Lease, and in respect of buildings on the Land, will keep such buildings water tight throughout the term of the Lease.

(b) The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

Construction or Alterations to Lessee's Improvements

(c) The Lessee shall be allowed to construct Lessee's Improvements and to make any alterations or additions to Lessee's Improvements without the prior written approval of the Lessor where this is necessary or incidental to the Permitted Use of the Land. In all other cases, the Lessee shall be obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements which are not necessary or incidental to the Permitted Use of the Land, and such consent shall not be unreasonably or arbitrarily withheld.

Lessor's Acknowledgements as to Lessee's Improvements

(d) The Lessor acknowledges in relation to Lessee's Improvements that:

(i) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease and irrespective of how such property is annexed to the Land;

(ii) the Lessee's Improvements are to be fully insured by the Lessee in its own name; and

(iii) when any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds is also solely with the Lessee.

Acknowledgments from Mortgagees or Chargeholders

(e) Should the Land be subject to any Mortgage or other charge at the Commencement Date of this Lease, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgement of any and all existing mortgagees or chargeholders of the Land in the form prescribed in Schedule A Item 11 duly executed by any such mortgagees or chargeholders, it being further acknowledged by the Lessor that the Lessee shall not be required to execute the within Lease until the provisions of this sub clause have been fully satisfied;

(f) Should the Lessor, subsequent to the Commencement Date of this Lease, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed Mortgagee or Chargeholder the written acknowledgement in the form prescribed in Schedule A Item 12, it being further acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and further that it will deliver executed originals of such acknowledgements to the Lessee within three (3) working days from the date of their receipt by the Lessor;

Removal of Lessee's Improvements

(g) The Lessee may at its option remove all or any of the Lessee's Improvements from the Land at any time during the continuance of this Lease, and also during the period of 6 months from the expiration or sooner determination of this Lease. It is acknowledged and agreed by the parties that property in all Lessee's Improvements remains with the Lessee until the expiration of the 6 month period in the absence of any agreement between the parties to the contrary. No prior written consent or any other consent of the Lessor shall be required in respect of any such removal effected by the Lessee. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a Licence to enter the Land for a period of up to six (6) months subsequent to the expiration of this Lease to remove Lessee's Improvements, and the Lessee shall give no less than 12 months notice as to whether it requires the full 6 months licence period or a lesser period. This provision shall enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;

(h) In the event that the Lessee removes its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land and will leave the Land in a neat, tidy and safe condition subsequent to any such removal;

(i) The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the date of expiration or sooner determination of the Lease or within six months after such date, notwithstanding any rule of law or equity to the contrary;

(j) The Lessee shall pay a licence fee equal to the rental payable immediately before the determination of the Lease for the six month period, or such lesser period as the Lessee requires to remove Lessee's Improvements from the Land;

(k) The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall enure for the benefit of the party entitled until completely performed;

(l) Subject to subclause (m) the Lessee shall not be required by the Lessor to remove any Lessee's Improvements as at the expiration of the term of the Lease or at any time subsequent to such expiration, and all Lessee's Improvements remaining upon the Land at the option of the Lessee after the expiration of the six month period provided in subclause 4.01(g) shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor, and the Lessor shall have no claim upon the Lessee in respect of any such Lessee's Improvements.

(m) If the Lessee is not a Government Agency as at the expiry of the term of this Lease, the Lessee will if required by the Lessor in writing demolish or remove all Lessee's Improvements (or such lesser portion as may be acceptable to the Lessor) from the Land at the expiry of the term without being obliged to pay to the Lessor any compensation for their demolition or removal. Following such demolition or removal the Lessee shall make good any damage to the Land and will leave the Land in a neat, tidy and safe condition.

4.02 ASSIGNMENT AND SUBLETTING

(a) Subject to clauses 4.02(c) and (d) and 4.03, the Lessee must not assign or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:

(i) The Lessee proves to the satisfaction of the Lessor that the proposed assignee is (or in the case of a company the shareholders of the company of the proposed assignee are) respectable, responsible and has the financial resources to meet the commitments under this lease.

(ii) All rent and other moneys payable under this Lease have been paid and there is no subsisting (in the case of a Government Agency a material, willful and deliberate) breach of any of the Lessee's covenants.

(iii) The Lessee pays the proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed assignee.

(iv) The Lessee will, at the Lessee's own expense, procure the execution by an assignee of a deed of covenant with the Lessor that the assignee will,

at all times pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease.

(v) Where the assignee is a party which is not a Government Agency, the Lessee will at the Lessee's own expense procure the execution by the assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to 4 (of 20 years each) so that the Lease will have a final expiry date (if all rights of renewal are exercised) at the date of expiration of a period of 80 years following the expiration of the term of the Lease during which the assignment is effected.

(vi) Where the assignee is a company not listed on the main board of a public stock exchange, the Lessor may require the deed of covenant referred to in paragraph (iv) above to be executed by that company and also by such other shareholders of that company as the case may be, as the Lessor reasonably requires, as joint and several guarantors, upon the terms set out in the then current edition of the Auckland District Law Society form of Standard Lease for Commercial Premises or if such lease is no longer published, then upon such terms as are commonly used in leases of commercial premises.

(b) For the purposes of clause 4.02(a) any change in the shareholding of the Lessee (where the Lessee not being a Government Agency is a company which is not listed on the main board of a public stock exchange) or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clauses 4.02(c) and 4.02(d).

(c) If, by any statutory provision or regulation enacted during the Term of this Lease, the Lessee is obliged to transfer or assign management of the Land or any aspect of such management to a third party, the provisions of clause 4.01(a) will not apply to such a transfer or assignment and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of management of the Land, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.

(d) Despite clause 4.02(a), the Lessee may at any time and from time to time:

(i) transfer or assign its interest as Lessee under this Lease, or grant a sublease or licence of the whole or any part(s) of the Land, to any Government Agency; and/or

(ii) grant a sublease or licence of the whole or any part(s) of the Land to any other person,

in either case without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.

(e) Where the Lessee grants a sublease or licence of the whole or any part(s) of the Land to any other person, the Lessee will not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.

(f) Notwithstanding any rule of law or anything expressed or implied in this Lease to the contrary, where a Government Agency is Lessee, assigns its interest in this Lease under the provisions of this clause 4.02, all the liabilities of the Government Agency as Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other money or the future observance or performance of any of the covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of assignment, but without releasing the Lessee from liability for any antecedent breach of this Lease.

4.03 RIGHT OF FIRST REFUSAL FOR LESSOR IF LESSEE TO ASSIGN

(a) The following subclauses of this clause 4.03 will only apply in the event that the Lessee proposes to assign the Lessee's interests in this Lease to a party which is not a Government Agency. The Lessor shall have no right of first refusal in the event of the Lessee wishing to transfer or assign its interest as Lessee under this Lease to a Government Agency.

(b) If at any time before the expiration or earlier termination of the term or any renewed or extended term the Lessee wishes to assign the Lessee's interest in this Lease (including any assignment by way of sale of the Lessee's Improvements) the Lessee must immediately give written notice ('Lessee's Notice') to the Lessor setting out the terms on which the Lessee wishes to assign its interest in the Lease and sell the Lessee's Improvements (together 'the Lessee's Interest').

(c) The Lessor will have 60 Working Days following the date of receipt of the Lessee's Notice (time being of the essence) in which to exercise the Lessor's right to purchase the Lessee's Interest, by serving written notice on the Lessee ('Lessor's Notice') accepting the offer contained in the Lessee's Notice.

(d) If the Lessor does not serve the Lessor's Notice on the Lessee in accordance with subclause (c) then the Lessee may assign the Lessee's Interest to any other person on no more favourable terms than those previously offered to the Lessor. The provisions of clause 4.02 of this Lease will apply to any such assignment.

(e) If the Lessee wishes to offer more favourable terms for assignment of the Lessee's Interest than the terms contained in the Lessee's Notice, the Lessee must first re-offer its interest therein to the Lessor on those terms by written notice to the Lessor and clauses 4.03(b), (c), and (d) (inclusive) shall apply. If the re-offer is made within 6 months of the initial Lessee's Notice, the 60 Working Day period for acceptance shall be reduced to 30 Working Days.

4.04 LESSOR MAY REMEDY LESSEE DEFAULT

(a) Should the Lessee default in the observance or performance of any of the Lessee's obligations hereunder and should the Lessor have first served not less than twenty-one (21) clear days' written notice of its intention to enter upon the Land and to do, execute and perform or procure to be performed all such acts, deeds, matters and things required to make good any Lessee

default except in the case of an emergency where no notice shall be required, then it shall be lawful for the Lessor in addition to any of its remedies to enter the Land and do all such acts, deeds, matters and things required to make good such default and to recover the costs of such action from the Lessee.

(b) Any notice served under the provisions of clause 4.04(a) shall specify sufficient particulars to adequately advise the Lessee of the breach (or breaches) of Lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non compliance with these requirements shall render any such notice void.

4.05 RENEWAL

(a) The Lessee not being at that time in breach of any material provision of this Lease shall on or prior to the end of the initial term or any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in Schedule One from the date of expiry of the initial term or any subsequent term as follows:

(i) the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 4.06 as though the commencement date of the renewed term were a Rent Review Date; and

(ii) the renewed lease will otherwise be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.

(b) No earlier than 24 months prior to the expiration of the initial term or any subsequent term, the Lessor shall give written notice to the Lessee specifying that the term of the Lease is due to expire and that if the Lessee fails to exercise the right of renewal referred to in clause 4.05(a) within 6 months from the date of receipt of notice from the Lessor (time being of the essence), then the Lessee shall be deemed to have irrevocably waived its right to renew the Lease. The parties acknowledge and agree that the earliest date by which the Lessee can be required to give notice of renewal as a result of the operation of this clause 4.05(b) is the date which falls 18 months prior to the expiration of the relevant term.

(c) In the event that the Lessor does not give notice to the Lessee pursuant to clause 4.05(b), the Lessee shall be entitled to renew this Lease by notice in writing to that effect given to the Lessor at any time, up until the expiry date.

4.06 RENT REVIEW

(a) The Annual Rental payable as from each review date shall be determined as follows:

(i) Either party may not earlier than 3 months prior to a review date and not later than one year after any review date (time being of the essence) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant review date.

(ii) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 20 Working Days after

service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with clause 4.06(b).

(iii) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.

(iv) The Annual Rental agreed, determined or imposed pursuant to this clause shall be the annual rental payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 6 months after the relevant rent review date but subject to clause (c) and (d).

(v) The rent review at the option of either party may be recorded in a Deed.

(b) Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent of the Land, but if agreement is not reached within 20 working days then the same may be determined either:

(i) By one party giving written notice to the other requiring the current market rent of the Land to be determined by arbitration; or

(ii) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:

(aa) Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent;

(ab) If the party receiving a notice fails to appoint a valuer within the 20 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;

(ac) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;

(ad) The valuers appointed by the parties shall determine the current market rent of the Land but if they fail to agree then the rent shall be determined by the third expert;

(ae) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

In ascertaining the new annual rental to apply from a review date:

(af) the value of any building or improvements then existing upon the Land shall not be taken into consideration; and

(ag) for so long as the Lessee is a Government Agency, the parties and their valuers shall have regard only to the actual use the land is put to by the Lessee (which in the case of the Ministry of Justice or its successor is recorded in Item 6(a) of Schedule A), and shall disregard the use specified in Item 6(b) of Schedule A.

When the new rent has been determined, the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and which provision shall be binding on the parties.

(c) The annual rent so determined or accepted:

(i) shall not, in the case of a rent review during the initial term of this Lease, be less than the Annual Rental payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rental payable at the commencement of such subsequent term; and

(ii) shall be the Annual Rental from the Rent Review Date, or the date of the initiated notice if such notice is given later than 6 months after the Rent Review Date.

(d) For the avoidance of doubt, where a rent review date coincides with the commencement of a renewed or subsequent term, the annual rent shall be the current market rent of the Land agreed or determined as at that date in accordance with the foregoing provisions, and no minimum rent shall apply.

(e) Pending determination of the current market rent of the Land, the Lessee if it is a Government Agency shall from the relevant review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant review date, until the determination of the current market rent of the Land, pay an interim rent equivalent to that prior to the review date, however if the Lessee is not a Government Agency it will pay an interim rent as follows:

(i) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties, or

(ii) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or

(iii) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant review date.

(f) Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Lessee. Any shortfall in payment shall immediately be payable by the Lessee.

4.07 RE-ENTRY

(a) The Lessor may re-enter the Land where:

(i) rental is in arrears for a period exceeding twenty (20) days after any rent payment date;

(ii) the Lessee is in breach of any covenant on the Lessee's part herein expressed or implied;

(iii) the Lessee makes or enters into or attempts to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's Creditors;

(iv) the Lessee becomes insolvent, bankrupt or goes into liquidation;

and the term of this Lease shall terminate on such re-entry and all Lessee's Improvements on the Land shall vest in and become the property of the Lessor, and no compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor. Termination shall otherwise be without prejudice to the rights of either party against the other.

(b) Whilst **HER MAJESTY THE QUEEN** is the Lessee under this Lease and should **HER MAJESTY THE QUEEN** either default in the payment of any rental for a period exceeding twenty days or more or otherwise breach any covenant on the Lessee's part herein expressed or implied, then before exercising any rights of re-entry the Lessor shall serve a notice (hereafter called "**the Default Notice**") on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged.

(c) The Default Notice notwithstanding anything to the contrary contained in clause 4.07(a) above shall specify that:

(i) the Lessee must within 30 days of receipt of such notice remedy the default specified; and

(ii) that should the Lessee not remedy the default specified within this time, the Lessor shall thereafter be at liberty to re-enter the Land and to determine this Lease pursuant to this clause 4.07.

(d) The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 4.07(b) have been satisfied in full and further that any re-entry contrary to the provisions of clause 4.07(b) shall be null and void ab initio.

4.08 LESSEE'S RIGHT OF EARLY TERMINATION

(a) Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease by providing to the Lessor not less than 12 months notice in writing to that effect PROVIDED THAT:

(i) no such notice may be given during the initial 20 year term of this Lease; and

(ii) no such notice may be given so as to effect termination of this lease within the first 10 years of any renewed term of this Lease.

(b) The parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

4.09 INSURANCE

(a) The Lessor shall be responsible for insuring any Lessor's **P**roperty on the Land.

(b) The Lessee shall be responsible for insuring or self insuring any Lessee's Improvements on the Land.

(c) Should any property referred to in sub clauses (a) and (b) above be damaged or destroyed, then it shall be the sole responsibility of the party effecting insurance to decide (subject to the rights of any mortgagee of theirs) whether to effect reinstatement or not and the other party shall abide by this decision whatever it may be.

(d) In the event of any building comprising a Lessee's Improvement being destroyed or so damaged as to render the Land untenantable for the purpose specified in Item 6(a) of Schedule A in the reasonable opinion of the Lessee, then the Lessee may at its discretion terminate this Lease by giving 3 months notice in writing to that effect to the Lessor. At the expiration of such period this lease will come to an end and neither party will have any claim upon the other except in respect of any antecedent breach by either party. The Lessee will demolish any remaining Lessee's Improvements and will clear the Land of all improvements, structures, rubbish and debris.

4.10 RATING ASSESSMENTS

The parties agree that the Lessee may at any time make application to the Territorial Authority for a separate rating assessment of the Land in its name and thereafter account direct to the Territorial Authority for all rates payable on the Land.

4.11 ENTIRE AGREEMENT

This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the Land and no variation shall be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

4.12 DIFFERENCES AND DISPUTES

(a) Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.

(b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the president or vice president for the time being of the **N**ew Zealand Law **S**ociety. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First **S**chedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.

(c) The procedures described in this clause shall not prevent the Lessor from taking proceedings for the recovery of any rental or other moneys payable

hereunder which remain unpaid or from exercising the rights and remedies under this Lease.

(d) The provisions of this clause shall be of no application to any review of rental under the provisions of clause **4.06**(b)(ii).

4.13 SERVICE OF NOTICES

Any notice or other document required to be given, delivered or served under this Lease may be given, delivered, posted by ordinary post, served or transmitted by facsimile transmission (in which case it shall be subsequently posted) to the respective addresses for service of the Lessor and the Lessee set out in Item 13 of Schedule A. Any alteration to or change in any detail of a party's address for service shall be promptly advised to the other party.

If either party does not have a current address for service, then service in terms of this clause may be effected on that party by registered post addressed to the registered office or principal place of business of the party intended to be served; and any notice or other document given or served shall be deemed to have been given or served and received by the other party two days after the date of posting.

4.14 REGISTRATION OF LEASE

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 1952 at the expense of the Lessee in all things. The Lessor agrees to make title available for this purpose and consents to the Lessee caveating the title to protect its interest in the within Lease prior to the registration of this Lease. The parties shall take all practical steps to register the Lease as soon as possible and the Lessee shall withdraw any caveat it has lodged on the registration of the Lease.

4.15 COSTS

(a) The parties shall pay their own costs of and incidental to the negotiation, preparation and execution of this Lease. The Lessee shall pay the Lessor's costs of and incidental to the preparation and execution of any variation (where this is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.

(b) The Lessee shall pay the Lessor's reasonable costs (including reasonable legal costs) of and incidental to the proper enforcement or proper attempted enforcement of the Lessor's powers, rights or remedies under or pursuant to this Lease.

4.16 INTEREST

If the Lessee shall fail to pay any instalment of rental or other sum of money payable to the Lessor under this Lease within 14 days of the day on which it fell due or, if the Lessee shall fail to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date such demand is received by the Lessee, then any amount not so paid shall bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% per annum accruing on a daily basis from the due date for payment or the due date of payment by the Lessor (as the case may be) down to the date that such amount is

paid by the Lessee. The Lessor shall be entitled to recover such interest in the same manner as if it were rent in arrears.

4.17 ESSENTIAL TERMS

Any breach by the Lessee of the following provisions shall be deemed to be a breach of an essential term of this Lease:

(a) ***Payment of Rental:***

The covenant to pay rental or other money payable by the Lessee under this Lease;

(b) ***Assignment and Sub Leasing:***

The provisions dealing with assignment and sub leasing; or

(c) ***Use of Land:***

The provisions restricting the use of the Land.

4.18 WAIVER

The acceptance by the Lessor of any arrears of rental or other money payable under this Lease shall not constitute a waiver of the essential obligation to pay any other rental or money payable under this Lease, nor shall it constitute a waiver of any other essential term of this Lease.

4.19 RENT MORATORIUM

If any moratorium or other law, act or regulation that (notwithstanding clause **4**.06 hereof) applies to this Lease has the effect of postponing any periodic review of rental as at a review date, then if and whenever such moratorium is lifted or the law, act or regulation is repealed or amended so as to permit the rent to be reviewed, the review that has been postponed shall take place as at the date that the moratorium is lifted or such law, act or regulation is repealed or amended to the intent that the rent review shall establish the rental as at such date and not as at the postponed review date. Any subsequent rent review shall take place on the next following review date as specified in Item **8** of Schedule A.

4.20 ARTEFACTS OR FOSSILS

Artefacts, fossils, articles of value or antiquity and structures and other remains or things of geological, historical, archaeological or cultural interest relating to the indigenous people of New Zealand discovered on or under the surface of the Land shall, as between the Lessor and Lessee, be deemed to be the property of the Lessor. The Lessee shall use its best endeavours to prevent such articles or things being removed or damaged and shall, as soon as practicable, notify the Lessor of such discovery and carry out, at the expense of the Lessor, the Lessor's reasonable instructions as to delivery or disposal of such articles or things.

LEASEBACK PROPERTIES WITH MINISTRY OF EDUCATION AS THE LAND HOLDING AGENCY

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

MEMORANDUM OF LEASE dated [*date*]

LESSOR ("the Lessor")

LESSEE HER MAJESTY THE QUEEN acting by and through the Secretary for Education ("the Lessee")

A. The Lessor owns the Land described in Item 1 of Schedule A ('the Land").

B. The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Memorandum.

C. The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.

D. The Lessor and the Lessee agree to the conditions in Schedule B.

E. The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants in Schedules A and B.

SIGNED for
[ ]
as Lessor by two of its trustees:

Trustee's Signature

Trustee's Full Name (please print)

Trustee's Signature

Trustee's Full Name (please print)

SIGNED for and on behalf)
of **HER MAJESTY THE QUEEN** as Lessee)
by [ ])
in the presence of:

Signature of Lessee

Signature of Witness

Witness Name

Occupation

Address

5.2: LEASES FOR LEASEBACK PROPERTIES

SCHEDULE A

ITEM 1 THE LAND

[Insert full legal description. Note that improvements are excluded].

ITEM 2 START DATE

[Insert start date].

ITEM 3 ANNUAL RENT

$[ ] plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the [Date] day of [Month & Year].

ITEM 4 TERM OF LEASE

21 Years

ITEM 5 LESSEE OUTGOINGS

5.1 Rates and levies payable to any local or territorial authority, excluding only taxes levied against the Lessor in respect of its interest in the Land provided that this Item 5.1 may be varied by agreement between the parties in accordance with clause 4.2.

5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not)

5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas

5.4 Maintenance of car parking areas

5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each from [Date], and each 21st yearly anniversary after that date.

ITEM 8 RENT REVIEW DATES

[Date] and 7 yearly after that Date.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.8 and including the following existing improvements: [List all existing buildings and improvements on the Land together with all playing fields and sub soil works (including drainage) built or installed by the Lessee or any agent or sublessee or licensee of the Lessee on the Land].

5.2: LEASES FOR LEASEBACK PROPERTIES

ITEM 10 CLAUSE 16.1 (d) Notice

To: *[Name of Governance Entity] ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, Private Box 1666, WELLINGTON ("the Lessee")*

From: *[Name of Mortgagee/ Chargeholder] ("the Lender")*

The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule below ("the Land") which the lender acknowledges will be for its benefit:

(i) *It has notice of the provision of clause* 16.1 *of the Lease; and*

(ii) *It agrees that that any Lessee's Improvements placed on the Land by the Lessee at any time before or during the lease shall remain the property of the Lessee at all times which the lease continues and for a reasonable period after the lease expires or is terminated (collectively "the relevant period");*

(iii) *It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary;*

(iv) *It agrees that this acknowledgement is irrevocable.*

SCHEDULE

[ ]

_____

[Form of execution by Lender]

_____

[Date dd/mm/yy]

ITEM 11 CLAUSE 16.1 (e) NOTICE

To: *[Name of Governance Entity] ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, Private Box 1666, WELLINGTON ("the Lessee")*

From *[Name of Mortgagee/ Chargeholder] ("the Lender")*

The Lender acknowledges that before it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land described in the Schedule below ("the Land") it had notice of and agreed to be bound by the provisions of clause 16.1 of the lease of the Land and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:

(i) *will not claim any security interest in any Lessee's Improvement placed on the Land before or after the Start Date of the Security;*

(ii) *acknowledges that any Lessee's Improvements remain the property of the Lessee at all times during the period of the Lease and for a reasonable period after the Lease ends.*

SCHEDULE

[ ]

_____

[Form of execution by Lender]

_____

[Date dd/mm/yy]

SCHEDULE B

1 Definitions

1.1 The expression "the Lessor" includes and binds:

(a) the persons executing this Lease as Lessor; and

(b) any Lessor for the time being under it; and

(c) all the respective executors, administrators, successors, assigned and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The expression "the Lessee" includes and binds:

(a) the person executing this Lease as Lessee;

(b) all the Lessees for the time being under it; and

(c) all the respective executors, administrators, successors, assigns and successors in the title of each Lessor and if more than one jointly and severally.

1.3 "Crown" has the meaning given to it in section 2(1) of the Public Finance Act 1989 and includes:

(a) Her Majesty the Queen in right of New Zealand; and

(b) all Ministers of the Crown and all Departments.

1.4 "Crown Body" means:

(a) the Crown (whether acting through a Minister or otherwise);

(b) a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004.

(c) a state enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); or

(d) any company or body which is wholly owned or controlled by any one or more of the following;

i the Crown,

ii. a Crown entity; or

iii. a state enterprise

and includes

iv. a subsidiary of, or related company to, a company or body referred to it in clause 1.4 (d): and

[v. the New Zealand Railways Corporation].

1.5 "Department" has the meaning given to it in s2 of the Public Finance Act 1989.

1.6 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education and includes any lawful incidental or secondary use by a third party.

1.7 "Public Work" has the meaning in the Public Works Act 1981.

1.8 "The Land", "The Start Date", "Annual Rental", "Term of Lease", "Lessee's Outgoings" and "Permitted Use" have the meanings set out in Schedule A.

1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including drainage) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.

1.10 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under this Lease.

1.11 "Maintenance" includes repair.

1.12 "Sublet" and "sublease" include the granting of a licence to occupy the Land or part of it.

1.13 References to a statute include regulations, orders, rules or notices made under that statute include all amendments to or replacements of that statute.

2 Payment of Annual Rent

The Lessee will pay the Annual Rent as provided in Item 3 of Schedule A.

3 Rent Review

3.1 The Annual Rent will be reviewed as provided below on the basis of an annual rent of 6.5% of the lesser of:

(a) the value of the Land as defined in clause 3.2 below; or

(b) the nominal value being an assessed value based on 4 per cent growth per annum of the transfer price for the property.

3.2 The value of the land in 3.1(a) above will be equivalent to the market value of the Land exclusive of improvements, as at the date of review, , on the basis of highest and best use less twenty per cent, to reflect the use for education purposes.

3.3 The nominal value will be reset to the midpoint between the values set out in 3.1 (a) and (b) above at:

(a) the commencement date of the new Term; and

(b) at any rent review date where the nominal value has been consistently either higher or lower than the market value for the three consecutive rent review or lease renewal dates

The new nominal value will be used to set the Annual Rent from the date it is reset.

3.4 The rent review process will be as follows:

(a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent which the notifying party considers should be charged from that Rent Review Date.

(b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the notifying party's notice which will be payable in accordance with step (l) below.

(c) If the notified party does not agree with the notifying party's assessment it has 30 working days after it receives the notice to issue a notice disputing the proposed new rent, in which case the steps set out in (d) to (k) below must be followed.

(d) Until the new rent has been determined, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.

(e) The parties must try to agree on a new Annual Rent.

(f) If a new Annual Rent has not been agreed within 28 days then the new rent may be determined either:

i. by one party giving written notice to the other requiring the new rent to be determined by arbitration; or

ii. if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.

(g) Within 28 days each party will appoint a valuer and give written notice of the appointment to the other party.

(h) The two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire, they must ask the president of the **P**roperty Institute of New Zealand Incorporated to appoint an umpire.

(i) Once the umpire has been appointed the valuers must try to determine the new rent by agreement. If they fail to agree within 56 days the rent will be determined by the umpire.

(j) Each party will have the opportunity to make written or verbal representations to the valuers or umpire within the period, and on the conditions, set by the valuers or umpire. Each party must consider any representations but is not bound by them.

(k) When the rent has been determined, the umpire or valuers must give written notice of it to the parties. Notice given by an umpire must provide how the costs of the determination are to be divided and the parties must pay their share accordingly. If the rent is determined by the parties' valuers and not the umpire, the parties will pay their own costs.

(l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the Lessor's notice if such notice is given later than three months after the Rent Review Date.

(m) The rent review may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

4 **Payment of Lessee Outgoings**

4.1 During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the creditors concerned.

4.2 If at any time during the Term of this Lease a land tax payable to central government is introduced the parties agree to discuss in good faith whether to include, partially include or

exclude the tax within the list of Lessee Outgoings in Item 5 of Schedule A and may vary this Lease to record the parties' agreement accordingly.

5 Valuation Roll

Where this lease is registered under section 115 of the Land Transfer Act 1952 and is for a term of not less than 10 years (including renewals):

5.1 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land; and

5.2 the Lessee will be responsible for payment of any rates.

6 Utility Charges

6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect *of* the Land.

6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.

6.3 If required to do so by the Lessor or any territorial or local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7 Goods and Services Tax

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the rental and other payments payable by the Lessee under this lease.

8 Interest

If the Lessee fails to pay within 14 days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

9 Permitted Use of Land

The Land may be used for Education Purposes and/or any other Public Work, including any lawful secondary or incidental use.

10 Designation

The Lessor consents to the Lessee seeking a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

11 Compliance with Law

The Lessee must at its own cost comply with the provisions of all relevant legislation.

12 Hazards

12.1 The Lessee must:

(a) take all reasonable steps to minimise any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used on the Land in accordance with all relevant Legislation; and

(b) promptly remedy any hazard that may arise on the Land.

12.2 The Lessor agrees to remedy promptly and at its own cost any hazard arising from any altered state of the Land caused by any natural event including flood, earthquake, slip and erosion.

12.3 Contamination

(a) When this Lease ends the Lessee agrees to remedy any Contamination which has been caused by the Lessee's use of the Land during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

(b) Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

(c) In this provision "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in Section 2 Resource Management Act 1991.

13 Maintenance of Lessee's Improvements

The Lessee must at its expense keep any Lessee's Improvements in good condition during the Term of this Lease.

14 Construction of or Alterations to Lessee's Improvements

14.1 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

14.2 The Lessee may without the Lessor's consent conclude all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

14.3 Where any new easement or other right or interest is concluded in accordance with clause 14.2 the parties agree that:

(a) any reduction in value by virtue of the Land having the burden of the easement should not be taken into account for rental valuation purposes

(b) the Lessee will be responsible for any maintenance or other financial obligations imposed by an easement agreement which would otherwise be the responsibility of the Lessor as owner of the Land.

14.4 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the lease any easement or other burden on the title which may have been granted after the Start Date of this Lease.

15 No Lessor Maintenance

The Lessee acknowledges that the Lessor has no maintenance obligations for any of the Lessee's Improvements on the Land.

16 Lessor's Acknowledgments as to Lessee's Improvements

16.1 The Lessor acknowledges that:

(a) Despite any rule of law or equity to the contrary, the Lessee will own all Lessee's Improvements whether or not attached to the land throughout the period of this Lease and any improvements owned by third parties shall continue to be owned by those third parties.

(b) The Lessee must insure the Lessee's Improvements in its own name or self insure.

(c) If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and the Lessee will own any insurance proceeds.

(d) If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.

(e) If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within 3 working days from the date of their receipt by the Lessor.

(f) The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Period without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition.

7 Removal of Lessee's Improvements

17.1 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed within three months after the Lease ends. The Lessor agrees that the Lessee will continue to own all Lessee's Improvements during that time and that the Lessor's consent is not required to any removal.

17.2 The Lessor gives the Lessee licence to enter the Land to remove the Lessee's Improvements during the period provided in clause 17.1 and agrees that this licence will continue after the Lease ends and bind any successor in title to the Lessor.

17.3 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvement or other Lessee's property left on the Land three months and one day after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17.4 The Lessor must not impede the removal of any Lessee's Improvements from the Land at any time during the Term of the Lease or within three months after the Lease ends.

18 Rubbish Removal

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

19 Signs

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessor's consent is needed for other signs. The Lessee must remove all signs at the end of the Lease.

20 Insurance

20.1 The Lessor is responsible for insuring any of its property on the Land.

20.2 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

20.3 Each party has the right (subject to the rights of any of its mortgagees) to decide whether or not to reinstate any property insured by it, and the other party must abide by that decision.

20.4 The Lessee must (except where the Lessee is Her Majesty the Queen) insure at its own cost against all public liability in the sum of at least $2,000,000 in respect of any single event in the name of the Lessee at all times during the Lease Period.

21 Fencing

21.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land owned by the Lessor.

21.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land

22 Quiet Enjoyment

22.1 If the Lessee pays the rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Period without any interruption by the Lessor or any person claiming by, through or under the Lessor.

22.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

23 Benefits to Land Not to be Restricted or Cancelled

The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

24 Assignment

24.1 The Lessee may without the Lessor's consent assign its interest under this Lease to any Crown Body, but may not otherwise assign its interest under this Lease without the Lessor's consent.

24.2 Without limiting clause 24.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise the rights and obligations in respect *of* the Lessee's interest under this

Lease and that this will not be an assignment for the purposes of clause 24 or a subletting for the purposes of clause 25.

24.3 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

24.4 The Lessee has the right to dispose of or transfer all or part of its interest in the Land under section 40, 41, 42, 50 or 52 of the Public Works Act 1981 and this will not be deemed to be an assignment for the purposes of clause 24 or a subletting for the purposes of Clause 25.

25 Subletting

The Lessee has the right to sublet or grant a licence to:

(a) any Crown Body; or

(b) any other party provided that the sublease or licence complies with the Education Act 1989 and the Public Works Act 1981.

26 Occupancy by School Board of Trustees

26.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on the terms and conditions set by the Lessee in accordance with the Education Act 1989 and otherwise consistent with this Lease.

26.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 22 extends to any board of trustees occupying the Land.

26.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease shall continue in effect until that licence or lease ends.

27 Lessee Break Option

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further one year's rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early but without prejudice to any breach of this Lease by the Lessee which occurred before the Lease ended.

28 Breach

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

29 Notice of Breach

29.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 28 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

(a) by paying the Lessor all money necessary to remedy the breach within one month of the notice; or

(b) by undertaking in writing to the Lessor within one month of the notice to remedy the breach and then remedying it within a reasonable time having regard to the nature and extent of it; or

(c) by paying to the Lessor within three months of the notice compensation of an amount that is to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of it.

29.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

30 Renewal

30.1 If the Lessee has performed its obligations under this Lease and given written notice to renew the Lease at least three months before the end of the initial term of 21 years then the Lessor will renew the Lease for the next further term from the renewal date and each party will meet its own costs relating to the renewal.

30.2 The Annual Rent must be agreed or determined in accordance with clause 3.

30.3 The renewed lease will otherwise be on the terms and conditions expressed or implied in this Lease, including this right of renewal.

31 Right of First Refusal

31.1 If at any time before the expiry or earlier termination of the Term, the Lessor:

(a) decides to sell or transfer the Lessor's interest in the Land; or

(b) receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer;

the Lessor must immediately give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land, or the terms of the offer received (as the case may be). In the case of the Lessor's desire to sell, the offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society.

31.2 The Lessee will have 60 working days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.

31.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 31.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.

31.4 If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms, by written notice to the Lessee and clauses 31.1-31.4 (inclusive) shall apply and if the re-offer is made within six months of the Lessor's Notice the 60 working day period shall be reduced to 30 working days.

31.5 The right of first refusal would not be triggered by any change of ownership within the Rangitane Group of Entities (as defined in clause 31.6 below) or any entity established where one or more of the entities of the Rangitane Group of Entities maintains a 50.1% equity or greater stake in the entity to which the lessor's interests are to transfer.

31.6 "Rangitane Group of Entities" means :

- Te Runanga A Rangitane O Wairau Trust or its subsidiaries, and
- Rangitane O Wairau Settlement Trust; and
- Te Runanga A Rangitane O Wairau Incorporated.

32 Entire Agreement

This Lease sets out the entire agreement between the parties in relation to the lease of the Land and any variation must be recorded in writing and executed in the same way as this Lease.

33 Disputes

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

34 Service of Notices

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary
National Office
Ministry of Education
Private Bag 1666
WELLINGTON.

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

[INSERT CONTACT DETAILS]

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two days after posting.

34 Registration of Lease

The parties acknowledge their agreement that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

35 Costs

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the lease.

5.2: LEASES FOR LEASEBACK PROPERTIES

LESSOR:

_____

LESSEE:

HER MAJESTY THE QUEEN

acting by and through the Secretary for Education

_____

MEMORANDUM OF LEASE

_____

_____

THE SECRETARY
MINISTRY OF EDUCATION
NATIONAL OFFICE
WELLINGTON