

**HERETAUNGA TAMATEA**  
**and**  
**TRUSTEES OF THE HERETAUNGA TAMATEA SETTLEMENT TRUST**  
**and**  
**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE**  
**DOCUMENTS**

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1 OVERLAY CLASSIFICATION

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**1.1 OVERLAY CLASSIFICATION CREATED OVER A'DEANES BUSH SCENIC RESERVE**

**DESCRIPTION OF AREA**

A'Deanes Bush Scenic Reserve, 38.1387 hectares, more or less, being Part Lot 3 DP 2462 and Sections 2 and 7 SO 7733. As shown on OTS-110-02.

**PREAMBLE**

Pursuant to sections 35–49 of the draft settlement bill (clause 5.14 of the deed of settlement), the Crown acknowledges the statement by the trustees of the Heretaunga Tamatea cultural, spiritual, historic and/or traditional values relating to A'Deanes Bush Scenic Reserve.

**HERETAUNGA TAMATEA VALUES**

Kaitiakitanga - active protection of the site, the environment and knowledge:

Kanohi ki te kanohi - engagement and formal consultation:

Manawhenua - recognition of the mana of Heretaunga Tamatea and respect for the Heretaunga Tamatea relationship with its sites:

Tikanga - appropriate action:

Rangatiratanga - leadership, integrity and ethical behaviour in all actions and decisions.

As Heretaunga Tamatea develops its capacity, Heretaunga Tamatea looks forward to the future and the time when they are fully engaged in upholding the principle of kaitiakitanga over A'Deanes Bush Scenic Reserve.

**A'Deanes Bush Scenic Reserve**

A'Deanes Bush is a remnant of a giant tōtara forest and A'Deanes contains such examples to this day.

The modern hapū of this area are Ngāi Te Rangitekahutia, Ngāi Te Rangitotohu Ngāti Honomōkai and Ngāi Te Upokoiri.

In older days Te Whatuiapiti himself had a pā in this area named Te Pōhatunui-a-Toru. It was built between the nearby Tukipō and Mangatewai rivers. He built this pā on his return from Wairarapa and from here launched his war against Ngāti Kahungunu ki Heretaunga.

**PROTECTION PRINCIPLES**

The following protection principles are agreed by the Minister for Conservation and Heretaunga Tamatea for the purposes of avoiding harm to, or the diminishing of, Heretaunga Tamatea values related to A'Deanes Bush Scenic Reserve:

- a. protection of indigenous flora and fauna, natural resources and the wider environment within A'Deanes Bush Scenic Reserve:

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**1.1: OVERLAY CLASSIFICATION OVER A'DEANES BUSH SCENIC RESERVE**

- b. recognition of the mana and kaitiakitanga of Heretaunga Tamatea within A'Deanes Bush Scenic Reserve:
- c. respect for Heretaunga Tamatea tikanga and kawa within A'Deanes Bush Scenic Reserve:
- d. respect for the interests and relationships that Heretaunga Tamatea have with A'Deanes Bush Scenic Reserve:
- e. encouragement of the respect for the association of Heretaunga Tamatea with A'Deanes Bush Scenic Reserve:
- f. accurate portrayal of the association, interests and relationships of A'Deanes Bush Scenic Reserve:
- g. recognition of the relationship of Heretaunga Tamatea with the wāhi tapu and wāhi whakahirahira:
- h. recognition of Heretaunga Tamatea mahinga kai and the provision of cultural resources:
- i. recognition of Heretaunga Tamatea relationship with, and the importance to Heretaunga Tamatea of, the ecosystems and life forms within A'Deanes Bush Scenic Reserve:
- j. recognition of and respect for ngā tikanga o Heretaunga Tamatea and its relevance to the protection of A'Deanes Bush Scenic Reserve.

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

The Director-General and Heretaunga Tamatea have determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- a. Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public will be provided with information about Heretaunga Tamatea Values and the existence of the Overlay Classification and will be encouraged to recognise and respect the association, interest and relationship Heretaunga Tamatea has with A'Deanes Bush Scenic Reserve and its role as Kaitiaki:
- b. the association, interest and relationship Heretaunga Tamatea has with A'Deanes Bush Scenic Reserve will be accurately portrayed in all new Department of Conservation information and educational material related to A'Deanes Bush Scenic Reserve:
- c. Heretaunga Tamatea will be consulted regarding the provision of all new Department of Conservation public information or educational material, regarding A'Deanes Bush Scenic Reserve and where appropriate the content will reflect the significant relationship with A'Deanes Bush Scenic Reserve:

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**1.1: OVERLAY CLASSIFICATION OVER A'DEANES BUSH SCENIC RESERVE**

- d. Heretaunga Tamatea will be consulted regarding the content of such material to accurately reflect Heretaunga Tamatea cultural and spiritual values and role as Kaitiaki:
- e. the Department of Conservation will only use Heretaunga Tamatea cultural information with the consent of Heretaunga Tamatea:
- f. Department of Conservation staff will consult Heretaunga Tamatea over any proposed introduction or removal of indigenous species to and from A'Deanes Bush Scenic Reserve:
- g. the importance of the ecosystems and life forms of A'Deanes Bush Scenic Reserve to Heretaunga Tamatea will be recognised by the Department of Conservation through measures to monitor the health of, and threats to, A'Deanes Bush Scenic Reserve by advocating sound and sustainable environmental planning principles and processes:
- h. the Department of Conservation will inform Heretaunga Tamatea of all monitoring plans, activities and processes that are utilised to protect the indigenous flora and fauna of A'Deanes Bush Scenic Reserve:
- i. the Department of Conservation will ensure that their management of A'Deanes Bush Scenic Reserve is not detrimental to, and where possible contributes to, the maintenance or enhancement of the ecological health of A'Deanes Bush Scenic Reserve:
- j. the Department of Conservation will work with Heretaunga Tamatea 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:
- k. the public will be informed that the removal of all rubbish and wastes from A'Deanes Bush Scenic Reserve is required:
- l. significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible:
- m. where significant earthworks and disturbances of soil and/or vegetation cannot be avoided Heretaunga Tamatea will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites:
- n. any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Heretaunga Tamatea informed as soon as possible to enable Heretaunga Tamatea to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law:
- o. the Department of Conservation will foster a collaborative approach to work with Heretaunga Tamatea in respect to the ongoing management of A'Deanes Bush Scenic Reserve in all respects.

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**1.2 OVERLAY CLASSIFICATION CREATED OVER CAPE KIDNAPPERS GANNET PROTECTION RESERVE**

**DESCRIPTION OF AREA**

Cape Kidnappers Gannet Protection Reserve, 7.9653 hectares, more or less, being Section 3 Block III Kidnapper Survey District, together with the area classified as a government purpose reserve by *Gazette* notice 631798.1. As shown on OTS-110-03.

**PREAMBLE**

Pursuant to sections 35–49 of the draft settlement bill (clause 5.14 of the deed of settlement), the Crown acknowledges the statement by the trustees of the Heretaunga Tamatea cultural, spiritual, historic and/or traditional values relating to Cape Kidnappers Gannet Protection Reserve.

**HERETAUNGA TAMATEA VALUES**

Kaitiakitanga - active protection of the site, the environment and knowledge:

Kanohi ki te kanohi - engagement and formal consultation:

Manawhenua - recognition of the mana of Heretaunga Tamatea and respect for the Heretaunga Tamatea relationship with its sites:

Tikanga - appropriate action:

Rangatiratanga - leadership, integrity and ethical behaviour in all actions and decisions.

As Heretaunga Tamatea develops its capacity, Heretaunga Tamatea looks forward to the future and the time when they are fully engaged in upholding the principle of kaitiakitanga over Cape Kidnappers Gannet Protection Reserve.

**Cape Kidnappers Gannet Protection Reserve**

The hapū of Ngāti Hāwea and Ngāti Kurukuru are involved here. The wider area, noting that the reserves are quite narrow coastal regions, was heavily populated and there are major burial caves at Matariki on the western side of the peninsula and Rangaika in the western side. The upoko ariki Te Moananui was buried in this vicinity. Kaumātua Rohu Kani referred to this place as Te Pōnui – that is the place where the spirits passed on from.

In ancient times Karotimutimu, alighted from the waka Takitimu at a place called Tauranga-koau which is in this region. This is recorded in the Ngāti Kahungunu mōteatea Pinepine-te-kura.

The first contact of Heretaunga Tamatea people with the British was on October 15, 1769. It was at sea just out from the outcrop of steep white cliffs and rock formations presently known as Cape Kidnappers/Te Iho-o-te-rae. It was not an amicable contact. Spotting a young Polynesian boy in the hands of strange creatures on a strange vessel, local Māori mistook Captain James Cook and his crew for kidnappers of children. When

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**1.2: OVERLAY CLASSIFICATION OVER CAPE KIDNAPPERS GANNET PROTECTION RESERVE**

they attempted to free Tiata, the nephew of Tahitian navigator Tupaia, from a small dinghy, Cook fired upon them and two Māori were killed. Ironically, Cook called the local people 'kidnappers' and the outcrop of steep white cliffs and rock formations has borne the name Cape Kidnappers ever since.

Te Kauwae-a-Māui (the jawbone belonging to Māui) is the ancient Māori name of the jaw bone shaped coastal geographical phenomena at the distal end of the peninsula that stretches from the Black Reef in an easterly fashion to the outcrop of steep white cliffs and rock formations that extend into the ocean presently known as Cape Kidnappers. The two reserves cover this area.

The term Te Matau a Māui (the fish hook of Māui) is used to describe the whole contour of Hawkes Bay and the land form that juts into the sea at the southern end of the bay. Te Pōnui was a name associated with the cape area above where gannets nest. It was so-named because it was referred to in kōrero as a rerenga wairua. As speakers often say in poroporoaki: "Haere ki te Pō nui, ki te Pō roa". Kaumātua Rohu Kani referred to this place as Te Pōnui – that is the place where the spirits passed on to the spiritual world.

**PROTECTION PRINCIPLES**

The following protection principles are agreed by the Minister for Conservation and Heretaunga Tamatea for the purposes of avoiding harm to, or the diminishing of, Heretaunga Tamatea values related to Cape Kidnappers Gannet Protection Reserve:

- a. protection of indigenous flora and fauna, natural resources and the wider environment within Cape Kidnappers Gannet Protection Reserve:
- b. recognition of the mana and kaitiakitanga of Heretaunga Tamatea within Cape Kidnappers Gannet Protection Reserve:
- c. respect for Heretaunga Tamatea tikanga and kawa within Cape Kidnappers Gannet Protection Reserve:
- d. respect for the interests and relationships that Heretaunga Tamatea have with Cape Kidnappers Gannet Protection Reserve:
- e. encouragement of the respect for the association of Heretaunga Tamatea with Cape Kidnappers Gannet Protection Reserve:
- f. accurate portrayal of the association, interests and relationships of Cape Kidnappers Gannet Protection Reserve:
- g. recognition of the relationship of Heretaunga Tamatea with the wāhi tapu and wāhi whakahirahira:
- h. recognition of Heretaunga Tamatea mahinga kai and the provision of cultural resources:



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**1.2: OVERLAY CLASSIFICATION OVER CAPE KIDNAPPERS GANNET PROTECTION RESERVE**

- i. recognition of Heretaunga Tamatea relationship with, and the importance to Heretaunga Tamatea of, the ecosystems and life forms within Cape Kidnappers Gannet Protection Reserve:
- j. recognition of and respect for ngā tikanga o Heretaunga Tamatea and its relevance to the protection of Cape Kidnappers Gannet Protection Reserve.

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

The Director-General and Heretaunga Tamatea 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, volunteers, contractors, conservation board members, concessionaires and the public will be provided with information about Heretaunga Tamatea Values and the existence of the Overlay Classification and will be encouraged to recognise and respect the association, interest and relationship Heretaunga Tamatea has with Cape Kidnappers Gannet Protection Reserve and its role as Kaitiaki:
- b. the association, interest and relationship Heretaunga Tamatea has with Cape Kidnappers Gannet Protection Reserve will be accurately portrayed in all new DOC Information and educational material related to Cape Kidnappers Gannet Protection Reserve:
- c. Heretaunga Tamatea will be consulted regarding the provision of all new Department of Conservation public information or educational material, regarding Cape Kidnappers Gannet Protection Reserve, and where appropriate the content will reflect the significant relationship with Cape Kidnappers Gannet Protection Reserve:
- d. Heretaunga Tamatea will be consulted regarding the content of such material to accurately reflect Heretaunga Tamatea cultural and spiritual values and role as Kaitiaki:
- e. the Department of Conservation will only use Heretaunga Tamatea cultural information with the consent of Heretaunga Tamatea:
- f. Department of Conservation staff will consult Heretaunga Tamatea over any proposed introduction or removal of indigenous species to and from Cape Kidnappers Gannet Protection Reserve:
- g. the importance of the ecosystems and life forms of Cape Kidnappers Gannet Protection Reserve to Heretaunga Tamatea will be recognised by the Department of Conservation through measures to monitor the health of, and threats to, Cape Kidnappers Gannet Protection Reserve by advocating sound and sustainable environmental planning principles and processes:
- h. the Department of Conservation will inform Heretaunga Tamatea of all monitoring plans, activities and processes that are utilised to protect the indigenous flora and fauna of Cape Kidnappers Gannet Protection Reserve:

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**1.2: OVERLAY CLASSIFICATION OVER CAPE KIDNAPPERS GANNET PROTECTION RESERVE**

- i. the Department of Conservation will ensure that their management of Cape Kidnappers Gannet Protection Reserve is not detrimental to, and where possible contributes to, the maintenance or enhancement of the ecological health of Cape Kidnappers Gannet Protection Reserve:
- j. the Department of Conservation will work with Heretaunga Tamatea 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:
- k. the public will be informed that the removal of all rubbish and wastes from Cape Kidnappers Gannet Protection Reserve is required:
- l. significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible:
- m. where significant earthworks and disturbances of soil and/or vegetation cannot be avoided Heretaunga Tamatea will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites:
- n. any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Heretaunga Tamatea informed as soon as possible to enable Heretaunga Tamatea to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law:
- o. the Department of Conservation will foster a collaborative approach to work with Heretaunga Tamatea in respect to the ongoing management of Cape Kidnappers Gannet Protection Reserve in all respects.

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**1.3 OVERLAY CLASSIFICATION CREATED OVER CAPE KIDNAPPERS NATURE RESERVE**

**DESCRIPTION OF AREA**

Cape Kidnappers Nature Reserve, 4.9441 hectares, more or less, being Section 2 Block III Kidnapper Survey District, together with any other area described in the first schedule of *Gazette* notice 435893.1 as islands or rocks forming part of the area known as Black Reef. As shown on OTS-110-04.

**PREAMBLE**

Pursuant to sections 35–49 of the draft settlement bill (clause 5.14 of the deed of settlement), the Crown acknowledges the statement by the trustees of the Heretaunga Tamatea cultural, spiritual, historic and/or traditional values relating to Cape Kidnappers Nature Reserve.

**HERETAUNGA TAMATEA VALUES**

Kaitiakitanga - active protection of the site, the environment and knowledge:

Kanohi ki te kanohi - engagement and formal consultation:

Manawhenua - recognition of the mana of Heretaunga Tamatea and respect for the Heretaunga Tamatea relationship with its sites:

Tikanga - appropriate action:

Rangatiratanga - leadership, integrity and ethical behaviour in all actions and decisions.

As Heretaunga Tamatea develops its capacity, Heretaunga Tamatea looks forward to the future and the time when they are fully engaged in upholding the principle of kaitiakitanga over Cape Kidnappers Nature Reserve.

**Cape Kidnappers Nature Reserve**

The hapū of Ngāti Hāwea and Ngāti Kurukuru are involved here. The wider area, noting that the reserves are quite narrow coastal regions, was heavily populated and there are major burial caves at Matariki on the western side of the peninsula and Rangaika in the western side. The upoko ariki Te Moananui was buried in this vicinity.

In ancient times Karotimutimu, alighted from the waka Takitimu at a place called Tauranga-koau which is in this region. This is recorded in the Ngāti Kahungunu mōteatea Pinepine-te-kura.

The first contact of Heretaunga Tamatea people with the British was on October 15, 1769. It was at sea just out from the outcrop of steep white cliffs and rock formations presently known as Cape Kidnappers/Te Iho-o-te-rae. It was not an amicable contact. Spotting a young Polynesian boy in the hands of strange creatures on a strange vessel, local Māori

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**1.3: OVERLAY CLASSIFICATION OVER CAPE KIDNAPPERS NATURE RESERVE**

mistook Captain James Cook and his crew for kidnappers of children. When they attempted to free Tiata, the nephew of Tahitian navigator Tupaia, from a small dinghy, Cook fired upon them and two Māori were killed. Ironically, Cook called the local people 'kidnappers' and the outcrop of steep white cliffs and rock formations has borne the name Cape Kidnappers ever since.

Te Matau a Māui was the birthplace of the tipuna Taranohu. Just to the south of the gannet sanctuary stood the ancient pā of Rakaitokotu. The New Zealand Archaeological Association records dozens of sites showing that this headland was a significant area.

**PROTECTION PRINCIPLES**

The following protection principles are agreed by the Minister for Conservation and Heretaunga Tamatea for the purposes of avoiding harm to, or the diminishing of, Heretaunga Tamatea values related to Cape Kidnappers Nature Reserve:

- a. protection of indigenous flora and fauna, natural resources and the wider environment within Cape Kidnappers Nature Reserve:
- b. recognition of the mana and kaitiakitanga of Heretaunga Tamatea within Cape Kidnappers Nature Reserve:
- c. respect for Heretaunga Tamatea tikanga and kawa within Cape Kidnappers Nature Reserve:
- d. respect for the interests and relationships that Heretaunga Tamatea have with Cape Kidnappers Nature Reserve:
- e. encouragement of the respect for the association of Heretaunga Tamatea with Cape Kidnappers Nature Reserve:
- f. accurate portrayal of the association, interests and relationships of Cape Kidnappers Nature Reserve:
- g. recognition of the relationship of Heretaunga Tamatea with the wāhi tapu and wāhi whakahirahira:
- h. recognition of Heretaunga Tamatea mahinga kai and the provision of cultural resources:
- i. recognition of Heretaunga Tamatea relationship with, and the importance to Heretaunga Tamatea of, the ecosystems and life forms within Cape Kidnappers Nature Reserve:
- j. recognition of and respect for ngā tikanga o Heretaunga Tamatea and its relevance to the protection of Cape Kidnappers Nature Reserve.



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**1.3: OVERLAY CLASSIFICATION OVER CAPE KIDNAPPERS NATURE RESERVE**

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

The Director-General and Heretaunga Tamatea 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, volunteers, contractors, conservation board members, concessionaires and the public will be provided with information about Heretaunga Tamatea Values and the existence of the Overlay Classification and will be encouraged to recognise and respect the association, interest and relationship Heretaunga Tamatea has with Cape Kidnappers Nature Reserve and its role as Kaitiaki:
- b. the association, interest and relationship Heretaunga Tamatea has with Cape Kidnappers Nature Reserve will be accurately portrayed in all new Department of Conservation information and educational material related to Cape Kidnappers Nature Reserve:
- c. Heretaunga Tamatea will be consulted regarding the provision of all new Department of Conservation public information or educational material, regarding Cape Kidnappers Nature Reserve, and where appropriate the content will reflect the significant relationship with Cape Kidnappers Nature Reserve:
- d. Heretaunga Tamatea will be consulted regarding the content of such material to accurately reflect Heretaunga Tamatea cultural and spiritual values and role as Kaitiaki:
- e. the Department of Conservation will only use Heretaunga Tamatea cultural information with the consent of Heretaunga Tamatea:
- f. Department of Conservation staff will consult Heretaunga Tamatea over any proposed introduction or removal of indigenous species to and from Cape Kidnappers Nature Reserve:
- g. the importance of the ecosystems and life forms of Cape Kidnappers Nature Reserve to Heretaunga Tamatea will be recognised by the Department of Conservation through measures to monitor the health of and threats to Cape Kidnappers Nature Reserve by advocating sound and sustainable environmental planning principles and processes:
- h. the Department of Conservation will inform Heretaunga Tamatea of all monitoring plans, activities and processes that are utilised to protect the indigenous flora and fauna of Cape Kidnappers Nature Reserve:
- i. the Department of Conservation will ensure that their management of Cape Kidnappers Nature Reserve is not detrimental to, and where possible contributes to, the maintenance or enhancement of, the ecological health of Cape Kidnappers Nature Reserve:
- j. the Department of Conservation will work with Heretaunga Tamatea 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:

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**1.3: OVERLAY CLASSIFICATION OVER CAPE KIDNAPPERS NATURE RESERVE**

- k. the public will be informed that the removal of all rubbish and wastes from Cape Kidnappers Nature Reserve is required:
- l. significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible:
- m. where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Heretaunga Tamatea will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites:
- n. any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Heretaunga Tamatea informed as soon as possible to enable Heretaunga Tamatea to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law:
- o. the Department of Conservation will foster a collaborative approach to work with Heretaunga Tamatea in respect to the ongoing management of Cape Kidnappers Nature Reserve in all respects.

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**1.4 OVERLAY CLASSIFICATION CREATED OVER GWAVAS CONSERVATION AREA**

**DESCRIPTION OF AREA**

Gwavas Conservation Area, 2701.3150 hectares, more or less, being Section 4 SO 10139, Section 6 SO 10107, and Part Section 11 Block III Whakarara Survey District. As shown on OTS-110-05.

**PREAMBLE**

Pursuant to sections 35–49 of the draft settlement bill (clause 5.14 of the deed of settlement), the Crown acknowledges the statement by the trustees of the Heretaunga Tamatea cultural, spiritual, historic and/or traditional values relating to Gwavas Conservation Area.

**HERETAUNGA TAMATEA VALUES**

Kaitiakitanga - active protection of the site, the environment and knowledge:

Kanohi ki te kanohi - engagement and formal consultation:

Manawhenua - recognition of the mana of Heretaunga Tamatea and respect for the Heretaunga Tamatea relationship with its sites:

Tikanga - appropriate action:

Rangatiratanga - leadership, integrity and ethical behaviour in all actions and decisions.

As Heretaunga Tamatea develops its capacity, Heretaunga Tamatea looks forward to the future and the time when they are fully engaged in upholding the principle of kaitiakitanga over Gwavas Conservation Area.

**Gwavas Conservations Area**

The Heretaunga Tamatea hapū directly related to this area are Ngāti Pouwharekura, Ngāti Honomōkai, Ngāti Mārau, Ngāi Te Rangitekahutia, Ngāi Te Ao, Ngāi Te Upokoiri and Ngāi Te Whatuiāpiti. They were all involved in residence and migration as they moved through the foothills of the Ruahine Ranges. Over these years the hapū became intermarried in order to consolidate these movements without quarrel.

Particular sites of significance in the northern part of Gwavas Conservation Area are Ngāi Te Upokoiri pā namely Kihiao and Hakiuru. In the southern area is where two very large battles took place in the early 1800s. The first was called Mangatoetoe where the Ngāi Te Whatuiāpiti fought against Ngāi Te Rangitekahutia. Rangikoianake, Te Ringanohu and Paku were killed here. The second was the hugely significant Te Whiti-o-Tū battle which, led by Te Pareihe, was a reprisal for the Te Roto-a-Tara battle in the 1820s.

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**1.4: OVERLAY CLASSIFICATION OVER GWAVAS CONSERVATION AREA**

**PROTECTION PRINCIPLES**

The following protection principles are agreed by the Minister for Conservation and Heretaunga Tamatea for the purposes of avoiding harm to, or the diminishing of, Heretaunga Tamatea values related to Gwavas Conservation Area:

- a. protection of indigenous flora and fauna, natural resources and the wider environment within Gwavas Conservation Area:
- b. recognition of the mana and kaitiakitanga of Heretaunga Tamatea within Gwavas Conservation Area:
- c. respect for Heretaunga Tamatea tikanga and kawa within Gwavas Conservation Area:
- d. respect for the interests and relationships that Heretaunga Tamatea have with Gwavas Conservation Area:
- e. encouragement of the respect for the association of Heretaunga Tamatea with Gwavas Conservation Area:
- f. accurate portrayal of the association, interests and relationships of Gwavas Conservation Area:
- g. recognition of the relationship of Heretaunga Tamatea with the wāhi tapu and wāhi whakahirahira:
- h. recognition of Heretaunga Tamatea mahinga kai and the provision of cultural resources:
- i. recognition of Heretaunga Tamatea relationship with, and the importance to Heretaunga Tamatea of, the ecosystems and life forms within Gwavas Conservation Area:
- j. recognition of and respect for ngā tikanga o Heretaunga Tamatea and its relevance to the protection of Gwavas Conservation Area.

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

The Director-General and Heretaunga Tamatea 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, volunteers, contractors, conservation board members, concessionaires and the public will be provided with information about Heretaunga Tamatea Values and the existence of the Overlay Classification and will be encouraged to recognise and respect the association, interest and relationship Heretaunga Tamatea has with Gwavas Conservation Area and its role as Kaitiaki:
- b. The association, interest and relationship Heretaunga Tamatea has with Gwavas Conservation Area will be accurately portrayed in all new Department of Conservation Information and educational material related to Gwavas Conservation Area:

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**1.4: OVERLAY CLASSIFICATION OVER GWAVAS CONSERVATION AREA**

- c. Heretaunga Tamatea will be consulted regarding the provision of all new Department of Conservation public information or educational material, regarding Gwavas Conservation Area, and where appropriate the content will reflect the significant relationship with Gwavas Conservation Area:
- d. Heretaunga Tamatea will be consulted regarding the content of such material to accurately reflect Heretaunga Tamatea cultural and spiritual values and role as Kaitiaki:
- e. the Department of Conservation will only use Heretaunga Tamatea cultural information with the consent of Heretaunga Tamatea:
- f. Department of Conservation staff will consult Heretaunga Tamatea over any proposed introduction or removal of indigenous species to and from Gwavas Conservation Area:
- g. the importance of the ecosystems and life forms of Gwavas Conservation Area to Heretaunga Tamatea will be recognised by the Department of Conservation through measures to monitor the health of, and threats to, Gwavas Conservation Area by advocating sound and sustainable environmental planning principles and processes:
- h. the Department of Conservation will inform Heretaunga Tamatea of all monitoring plans, activities and processes that are utilised to protect the indigenous flora and fauna of Gwavas Conservation Area:
- i. the Department of Conservation will ensure that their management of Gwavas Conservation Area is not detrimental to, and where possible contributes to, the maintenance or enhancement of the ecological health of Gwavas Conservation Area:
- j. the Department of Conservation will work with Heretaunga Tamatea 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:
- k. the public will be informed that the removal of all rubbish and wastes from Gwavas Conservation Area is required:
- l. significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible:
- m. where significant earthworks and disturbances of soil and/or vegetation cannot be avoided Heretaunga Tamatea will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites:
- n. any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Heretaunga Tamatea informed as soon as possible to enable Heretaunga Tamatea to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law:
- o. the Department of Conservation will foster a collaborative approach to work with Heretaunga Tamatea in respect to the ongoing management of Gwavas Conservation Area in all respects.

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**2 STATEMENTS OF ASSOCIATION**

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**2: STATEMENTS OF ASSOCIATION**

The statements of association of Heretaunga Tamatea are set out below. These are statements of the particular cultural, spiritual, historical, and traditional association of Heretaunga Tamatea with identified areas.

**Tūtaekurī**

***Tūtaekurī River and its tributaries within Heretaunga Tamatea area of interest***

Prior to the 1931 Napier earthquake, the Tūtaekurī River flowed into the southern end of Te Whanganui a Orotu (Napier inner harbour). The river mouth area provided a rich source of shellfish varieties including tuangi, pipi, pupu and kuku. In times of flooding the river formed another course which ran down the Korokipo lowlands and along the southern side of the Rahuiroa hills. The Tūtaekurī river takes its name from an incident that occurred when Hikawera, a son of Te Whatuiapiti, came to the aid of a starving party of travellers. He ordered 70 dogs be prepared to feed the hungry wanderers. The place where this occurred became known as Te Umukurī. The offal was thrown into the river hence the name Tūtaekurī. Hikawera had a pā at Waiohiki on the Tūtaekurī.

The Tūtaekurī River provided a major access-way into the interior toward the Ruahine Range. Over the years, a string of pā were built alongside the banks of the Tūtaekurī River, including:

- Tahunamoā – located on the south side of the Tūtaekurī River around Waiohiki. This pā was built by Taraia and the famous whare, Te Raroakiaki, was found here;
- Takutaioterangi - where Te Whatuiapiti won an important victory; and
- Ōueroa – a pā established by Te Rangitaumaha, son of Taraia, which was located on directly above Te Umukurī. Te Huhuti was raised here and this was where she left on her famous journey to Te Roto-a-Tara on her quest to gain Te Whatuiapiti as her husband.

The inhabitants of the river side pā drew resources from the river and the associated wetland areas. These resources included inanga, ngaore, and kākahi and food such as kōareare and pungapunga from raupō plants.

**Ngaruroro**

***Ngaruroro River and its tributaries within Heretaunga Tamatea area of interest***

The full name of this river is Ngaruroromokotuararokirangatira. In one account, the river takes its name from an incident in which a dog belonging to the ancient deity Māhu startled some small fish known as upokororo. As the shoal of fish dashed away they caused ngaru or ripples in the water.

The Ngaruroro River has always been a significant waterway for the people of Heretaunga Tamatea. It was utilised extensively by river side, and surrounding, pā for the many different food sources that it provided and sustained. These included fish types such as: kahawai, kanae (at the river mouth) inanga, ngāore, pātiki, and tuna. It also included other mahinga kai, such as karinga aruhe, wai tahere, rākau tutu, hinaki and rauwiri. The river also helped sustain adjacent lands, through its tributaries and connection to wetland areas and lakes, particularly in the area around Omahu and Rūnanga that provided rich sources of tuna and kākahi.

The Ngaruroro has been utilised as a natural highway from the coast to the mountains. From the time of the tipuna Tamatea-pōkai-whenua, who travelled up the Ngaruroro River when he journeyed from Te Whanganui a Orotu to Mōkai Pātea, right down to the present day. Many of the

  
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placenames that exist along the river and adjacent lands were named during Tamatea's journey. At Ōhiti, Tamatea's dog rushed across the river ahead of him. It is said that Tamatea kept a pet koura in the spring nearby while staying at Ōhiti.

Centuries later, it is recorded that when Taraia and his people came into Heretaunga, he landed at the mouth of the River which was joined with the mouth of the Tukituki River. He named that area *Te Ipu o Taraia*.

Two kainga named Te Awapuni and Pokonao were located at the river mouth. Te Moananui and Karaitiana Takamoana lived at these pā. Karauria married Haromi at Te Awapuni. Ngāi Te Upokoiri settled for a time at these kāinga after returning to the region. Pukerau, the kāinga of Noa Huke, was situated along the northern bank. Travelling from the coast, the first bend in the Ngaruroro is known as Tukia. Here Whangatōroa is located on the north bank. Two well-known places along the banks of the Ngaruroro are Kohupātiki and Tanenuiarangi. Tanenuiarangi was the central gathering place of chiefs around the time of Pākeha contact. Further upriver were Hautapu and Hautu and a river crossing known as Te Arawhata-a-Tikumumu.

Upriver on the north bank of the Ngaruroro the ancient pā of Pākowhai was settled by Karaitiana Takamoana. The Repudiation Movement housed its printing press there for their newspaper, *Te Wananga* which was published from 1874 to 1878.

Riverside sites of occupation were also clustered around the Waitio district. At Matatanumia fern root was collected from the hills while ūpokororo were caught in the Waitio stream which falls into the Ngaruroro. A kūmara plantation was located on the river flats at Ngapukeahineiringa. It was here that Taraia II defeated another iwi. Eels were caught at a weir called Harurunui where the Waitio Stream runs into the Ngaruroro River. Upstream is found Himoko. Further still is the Ngāi Te Upokoiri pā Ōhiti. Nearby, at the original site of Omahu, was a kainga called Taunoko. Another kainga, Torohanga, was found between the river and the southern end of Lake Rūnanga. On the south bank of the Ngaruroro downstream from Omahu was Opunua, a Ngāti Hinemanu stronghold.

Upriver, sited in the triangular spit between the Ngaruroro and the Maraekākaho rivers, was an ancient pā named Te Taumata-o-he which subsequently became a stronghold of Ngāi Te Upokoiri. Renata Kawepo was born at this pā.

A pou once stood at Whanawhana where the Ngaruroro River runs through the Otamauri block. Erected by Renata Kawepo, the pou represented an important political demarcation between hapū which remains significant.

The Ngaruroro extends westwards to its headwaters in the Kāweka and Kaimanawa Ranges. Travellers since the time of Tamatea-pōkai-whenua have utilised the river as a major highway using the crossing at Kuripapango to make their way into Mōkai Pātea and beyond.

***Clive River and its tributaries***

The waterway now known as the Clive River was originally the lower reaches and mouth of the Ngaruroro River. Flood control works of the 1960s changed the route of the Ngaruroro River and its lower reaches were cut off and formed into a separate waterway fed by the waters of the Karamū Stream. In 1975 this cut-off stretch of the Ngaruroro River was officially re-named the Clive River.

The Clive River runs through important areas including Waikahu and Te Puninga to the north and Hikutoto and Rotopounamu to the south. Te Tahatu-o-te-rangi was the key tipuna in these areas.



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The descendant hapū in this area was Ngāti Hōri. Just inland at Puninga and Rotopounamu, Ngāti Hinemoa (through the tipuna Whawhati) and Ngāi Tukuoterangi also had interests.

This short stretch of waterway flows through an area of intense occupation. The Clive River empties into an estuary which is also now the new mouth for the diverted Ngaruroro and Tūtaekuri Rivers. At this estuary the tipuna Taraia made his preparations for a battle he was to have with another iwi. Also located on the estuary was the pā Tamarua.

Two pā located upriver along the riverbanks were Karetahaumoa and Tanenuiarangi. In subsequent years, as the pā fell into disuse, a kainga named Kainganuiarangi rose on the same location. The river, including the swamp area located on the northern bank of the Clive River known as Rotopounamu, was an important mahinga kai. Following discussions with local tangata whenua, four riverside mahinga kai sites have been listed as wāhi tapu in the Hawkes Bay District Council's District Plan.

Further upriver the Clive River flows through the long-occupied village of Whakatū. The battle of Pakiaka took place in 1857 nearby. Another riverside pā situated here is Te Ngaue.

A small pā named Whakawhitinga is located where the Karamu Stream flows into the Clive River. A string of pā occupied at various times stretch along the lower reaches of the Karamū Stream. These pā include Ruahāpia, Piringaitiowaikato, Taunoke and Herepu. These pā all drew on the resources of the river for sustenance.

***Karamū Stream and its tributaries***

The Karamū Stream is one of four main water-bodies in Te Matau a Māui-Tikitiki-a-Taranga, Hawkes Bay. Other water-bodies include the Ngaruroro River, the Tūtaekurī River and the Tukituki River. Moreover, son of Pania is the kaitiaki of these rivers. The Karamū Stream has long been an important freshwater fishery for hapū in Heretaunga. The name Karamū encapsulates a sacred corpus of oral traditions that describe the deeds of tūpuna, imbuing the land with character, shape and mana in order to protect it, and kaitiakitanga to maintain and develop it. The long history of Māori occupation and travel on and around the stream has enabled hapū to accumulate extensive knowledge of its natural resources and to develop sustainable management practices around the use of fisheries, forests, and kai in and around the Karamū Stream.

The Karamū Stream was once the main channel of the old Ngaruroro River bed, also known as Ngā-ngaru-o-ngā-ūpokororo-mai-i-Mokotuararo-ki-Rangatira. After a major flood in 1867 the main river moved to its current course leaving behind a smaller flow which Karaitiana Takamoana and Henare Tomoana renamed Karamū in reference to the karamū trees which grew in abundance in the area. Other changes to the stream have occurred as a result of drainage mitigation works and flood control.

The Karamū Stream and its tributaries now drain the Poukawa Basin, the Kōhinerākau, Kaokaoroa and Raukawa Ranges and a large part of the Heretaunga Plains. Its current course begins in Poukawa, also known as Te Wai-nui-a-Tara, and travels through to Maungawharau, Havelock North, and then into the Karamū area, where it passes Ruahāpia, joins the Clive River at Pākōwhai and then out to Waipūreku, Clive. At some points along its length the Karamū Stream has different names. From Hawke's Bay to Pākōwhai it is now known as the Clive River. From Pākōwhai to Awanui it is known as the Karamū Stream. From Awanui to Longlands and around Flaxmere it is known as Te Awa-o-te-Atua. From Te Awa-o-te-Atua to Poukawa, also known as Te Wainui-a-Tara, it again takes the name Karamū Stream.

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## Tukituki

### *Tukituki River and its tributaries within Heretaunga Tamatea area of interest*

A narrative exists on the way in which the Tukituki River came into existence. A large lake was located in what is now the Ruataniwha Plains. Two taniwha lived in this lake. On one occasion a boy fell into the lake and the two taniwha fought over their prey. The resulting destruction on the landscape created breaks in the hills through which the lake drained away. One of the channels was the Tukituki River.

After the arrival of the Ngāti Kahungunu tīpuna to Heretaunga, the Tukituki River was established as the first boundary between Taraia, who took the land to the west of this river, and Te Aomatarahi who took the land to east and south of the river. The Tukituki is a significant waterway for the hapū of Heretaunga Tamatea. It was used extensively for mahinga kai, and for transporting people and goods.

All along the Tukituki River are signs of occupation and sites that record key events in tribal history. On the lower section of river, there are a number of sites that relate to the actions of the ancient tipuna, Māhu. On the north bank is a white rock, Papaotihi. It is said the rock was once a man who was fishing in the river, but he was turned to stone by Māhu. A little further on is another rock, Tauhou, where Māhu turned another man to stone. Down river near Te Kauhanga pā is another spot touched by Māhu. Here he put a curse on the paepae and people died.

The river mouth was renowned for the abundance of fish species that were taken there. These included; kahawai, pātiki, kanae, kātaha, kōkopu, inanga and tuna. Near the river mouth is Whakamarino where a battle took place at which another iwi was defeated by Tamaiawhitia. The kāinga of Haumoana is also located here. Another pā is Te Kauhanga which was occupied first by Taraia I and then Te Whatuiapiti. Further up the river there is a large cliff, Pariwaiehu. Here Te Waka's pā was located, later taken by Hawea.

In the lower reaches of the Tukituki, to the east of Havelock North, the pā Te Korokoro sits on a western bank. From here the river runs below Parikārangaranga, Te Mata-o-Rongokako, and the smaller peak of Te Hau. Below both these peaks there are pits, terraces and other indications that people once lived here. From the river a track led to the summit of the range.

Further upstream above Kaiwaka on the river's eastern bank looms Kahurānaki maunga, a site of special significance to all hapū of Heretaunga Tamatea. It is said that as he lay dying Te Hāpuku asked to be placed at Kaiwaka so that Kahurānaki would be the last thing he saw. This is also the place at which Rongokako, the father of Tamatea-pokai-whenua, is said to have lived.

Some distance upstream an old pā called Ngawhakatātara was located on an island while opposite was a kāinga and pā named Kurīwaharoa. Other more recently built pā on the Tukituki include Pātangata and Tāmumu.

### *Mākāretu River*

This river takes its name from a type of scented grass that grew along its banks. From its source in the Ruahine Range to a point on the river known as Rākautihia, the hapū associated with this section of the Mākāretu River are Ngāi Te Rangitotohu and Ngāti Mārau. These hapū had mahinga kai along the banks and sourced food such as aruhe, tuna, koura, ngaore and birds from the river area. There are several wāhi tapu in the form of urupā in different locations on the higher banks above the river.

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On the northern bank of the upper section river was Horoure pā. There were a number of crossing points in this section of this river. The most well-known tracks were Te Tāwai which took travellers to Te Kūhā o Hinekura o the northern side of the river, and Te Takanga-o-Tauterangi which ran from the southern bank to Rākautihia on the northern side of the river.

Also in the upper section of the river was a flax swamp named Te Harakeke-a-Te Hinekai where flax was collected.

From Rākautihia heading east to Karitaki and on to Tūpokoruru the hapū associated with the river include, Ngāi Tahu ki Takapau, Ngāi Te Kikiri o Te Rangi and Ngāi Toroiwaho.

From Tūpokoruru to Te Whare o Hinetaia, near where the Mākāretu joins with Māharakeke Stream and the Tukipō River, the hapū associated with this section include Ngāi Tahu ki Takapau and Ngāi Toroiwaho. Both the middle and lower sections of the river had the karetū grass growing along the banks as well as hinau trees which were the source of berries.

***Māharakeke Stream***

The hapū associated with this stream include Ngāi Tahu ki Takapau and Ngāi Toroiwaho. The Pā o Te Rangitahia was located on the banks above the middle section of this river. The cultivations for this pā were named Hinerangi and were located along the banks of the river. Inanga were caught at Tūrangawhāia while tuna were caught in hīnaki at Taumatawhāia, on the eastern bank of the river. Whītau flax was the main type of harakeke found along the banks of this river, giving rise to its name. It was collected and used by the people of the hapū mentioned above. There were other mahinga kai at Te Mori o Hawea, where kūmara were planted, and at Ngutumara where kākā were taken.

***Tukipō River***

Earliest associations with the Tukipō River area were in the time Hikorerepari, the great-grandfather of Te Rangitotohu and Te Whatuiapiti who first arrived in this area after he returned from Wairarapa. Te Whatuiapiti built a fortified pā which was named Pōhatunui-a-Toru pā. This pā was located in the upper reaches of the Tukipō River, in the area between Tukipō and the Mangatawai stream. This pā was his base from which he made his early encounters with the people of Heretaunga.

In later generations some of the hapū associated with Manawakawa - a great grandson of Te Whatuiapiti - lived in the lower reaches of the Tukipō River.

***Te Aute Conservation Area***

The Te Aute Conservation Area is riverbed land that lies along the western bank of the Tukituki River. Key tīpuna for this area are Tapuhara and his wife Te Whangaoterangi as well as Te Manawaakawa. Hapū of Ngāi Te Whatuiāpiti also have ancestral links to this area.

The Te Aute Conservation Area includes the Papanui Stream which was formerly the outlet that linked Te Roto-a-Tara wetlands area with the Tukituki River. The Papanui Stream was a rich source for tuna. The area was known for its bush food resources. The bush standing in the vicinity of the Te Aute Conservation Area was known as Purapurahikitia.



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***Kāhika Conservation Area***

The Kāhika Conservation Area is primarily located in the riverbed of the Tukituki River. The tīpuna and hapū associated with the Kāhika Conservation Area were Te Rehunga and his Ngāti Mihiroa descendants. Other tīpuna associated with this area included Ketekai and Te Whareupoko and their descendants.

***Waipawa River and its tributaries***

The headwaters of the Waipawa River rise in the Ruahine Range from where the waterway runs in a south-easterly direction over the Ruataniwha Plains and through to the river mouth where it empties into the Tukituki River just southeast of the town of Waipawa.

A narrative exists on the way in which the Waipawa River came into existence. A large lake was located in what is now the Ruataniwha Plains. Two taniwha lived in this lake. On one occasion a boy fell into the lake and the two taniwha fought over their prey. The resulting destruction on the landscape created breaks in the hills through which the lake drained away. One of the channels through which the lake drained was the Waipawa River.

The Waipawa River and adjacent lands were associated with the tipuna Te Whatuiapiti. The river was also a significant boundary.

The Waipawa River was significant for its resources and the inland access it provided. Close to its mouth, and just to the southeast of the town of Waipawa, a number of archaeological sites have been recorded along Pourērere Road. These indicate the presence of pā and kāinga. Upriver, in the vicinity of the current town of Waipawa, the river flowed through the Tārewa Forest.

Other riverside pā are located upriver towards the mountains. This shows the strategic significance of the Waipawa River. The pā include Te Pari-o-Koro pā and Tukipoho pā, which belonged to Te Rangitetaiho and his son-law Te Rangitotohu. Near the headwaters of the Waipawa River was Motu-o-Puku pā which belonged to the descendants of Te Rangitekahutia and the descendants of Te Upokoiri who married into the hapū of Te Rangitekahutia. The main rangatira associated with the pā were Te Kiiapatu and his son Tuawāhia from the Ngāti Mārau hapū.

The Waipawa River provides an access way into the Ruahine Range through which the hapū of Heretaunga Tamatea would cross into Mōkai Pātea. The River also provided access to resources in the Ruahine Range. Te Waineo was a camping place near Taumata-a-Meikura where hunters of Ngāti Hinemanu would stay. In the near vicinity of this camp there were several mahinga kai sites along the river. Tahunaatara was a hill where tītī were caught. Omaru and Te Iringa-te-rakau-o-tane-koeka were places renowned for catching kiwi and huia.

***Lake Hatuma Conservation Area***

Lake Hatuma (also known as Lake Whatumā) is located a few kilometres southwest of Waipukurau township. The conservation area consists primarily of a bush-clad strip of land extending along the northern and western shores of the lake.

Hatuma was a significant mahinga kai for Tamatea tangata whenua. It has been suggested that the settlement surrounding Waipukurau arose due to the lake and its abundant resources. It was a major source for eel. Around the lake was forest known as a source of kererū. The name of the lake is said to be a reference to the lake's first discoverers eating until they were fully satisfied. Records exist of there being competition over the lake's resources. Over time many hapū utilised

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the lake's resources. Tipuna identified as having fished the lake included Toroiwaho, Te Aomataura, Rangitotohu, Te Rangitekahutia, Te Kikiri, Parakiore, Te Hauapu, Tapuhara, Te Rangikataepa and Pareihe. Ngāti Mārau has a strong affiliation with Hatuma. Current hapū associated with Hatuma are Ngāi Toroiwaho, Ngāti Mārau and Ngāi Tahu ki Takapau.

The lake remained an important mahinga kai. It was said that around 900 tangata whenua lived around the lake's edges in 1852. The lake and its environs contained eels, fresh water mussels, toitoi, patete, kōkopu, birds and kōareare. Up until the 1940s the hapū located at Tapairu, Whatarākai, Mataweka and Takapau undertook regular food-gathering excursions to Hatuma, particularly for tuna, kōkopu, kākahi and native birds. Continuing drainage and the impact of surrounding land use meant that by the 1950s, the lake had degraded as a food source.

***Pukeora Forest***

The Pukeora Forest is located a few kilometres to the immediate northwest of Waipukurau township and is situated over a former pā site. An upper pā site named Kaimanawa was located on the ridge of Pukeora Hill where subsequently a tuberculosis sanatorium was established. The cultivations of Kaimanawa pā were located on the north facing slopes that extend into the area now covered by the pine forest. There were other mahinga kai on the flatland that runs down to the Tukituki River. The lower pā site was situated at the base of the Pukeora Hill where evidence of terraces has been recorded. The pā was a site of a significant battle and those interred on the site in burial caves make this location a wāhi tapu.

The hapū of Tamatea who are associated with Pukeora Forest and Kaimanawa are Ngāi Toroiwaho, Ngāi Tahu ki Takapau, Ngāi Te Kikiri o te Rangi and Ngāti Mārau. The maunga Wairākai and significant Ngāi Toroiwaho pā, Moana-i-rokia, are situated to the immediate south of Pukeora Forest.

***A'Deanes Bush Scenic Reserve***

A'Deanes Bush Scenic Reserve is situated between the Inglis Bush and Monckton Scenic Reserves. The district is particularly associated with the tipuna Te Whatuiapiti who, on his return from Wairarapa, built a fortified pā known as Te Pohatunui-a-Toru close to this area. In more recent times the hapū of Ngāi Tūrāhui and Ngāti Pouwharekura used the area as a pua tāhere particularly for taking tūi in the winter time and kākā.

This reserve is a remnant of the forest that covered the foothills of the Ruahine Range and spread onto the western parts of the Ruataniwha Plains. These foothills were used as a travel corridor by Ngāti Mārau, Ngāti Te Rangitotohu, Ngāti Pouwharekura, Ngāti Kūhā, Ngāti Honomōkai, Ngāi Te Upokoiri and Ngāi Te Ao, who travelled regularly from north to south and vice versa. Pā and mahinga kai such as pua tāhere, wai tāhere, ara kiore were located here. The hapū also gathered food such as hīnau, miro and other fruit and berries.

***Inglis Bush Scenic Reserve***

Inglis Bush Scenic Reserve is located along the southern bank of the Tukituki River as it flows out over the Ruataniwha Plains. It is in close proximity to the Monckton Scenic Reserve.

This reserve is a remnant of the forest that covered the foothills of the Ruahine Range and spread onto the western parts of the Ruataniwha Plains. These foothills were used as a travel corridor by Ngāti Mārau, Ngāti Te Rangitotohu, Ngāti Pouwharekura, Ngāti Kūhā, Ngāti Honomōkai, Ngāi Te Upokoiri and Ngāi Te Ao, who travelled regularly from north to south and vice versa. Pā and

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mahinga kai such as pua tāhere, wai tāhere, ara kiore were located here. The hapū also gathered food such as hīnau, miro and other fruit and berries.

The bush area was a pua tāhere for the hapū of Ngāi Tūrāhui and Ngāti Pouwharekura.

***Monckton Scenic Reserve***

Monckton Scenic Reserve is located to the immediate north of the kainga Takapau and Rākoutātahi. It is a remnant of the forest that covered the foothills of the Ruahine Range and spread onto the western parts of the Ruataniwha Plains. Hapū associated with this reserve include Ngāi Te Kīkiri o te Rangī, Ngāi Tahu ki Takapau and Ngāi Toroiwaho, Ngāti Mārau o Kahungunu and Ngāi Te Rangitotohu.

The foothills were used as a travel corridor by the associated hapū, as well as Ngāti Pouwharekura, Ngāti Kūhā, Ngāti Honomōkai, Ngāi Te Upokoiri and Ngāi Te Ao, who travelled regularly from north to south and vice versa. Pā and mahinga kai such as pua tāhere, wai tāhere, ara kiore were located here. The hapū also gathered food such as hīnau, miro and other fruit and berries.

***Springhill Scenic Reserve***

Springhill Scenic Reserve sits on the Ruataniwha Plains in close proximity to the Waipawa River. It is associated with the narrative of the fighting of the two taniwha after whom the plains are named. The reserve was part of a larger forest that covered the western end of the Ruataniwha Plains. The hapū of Ngāti Pouwharekura, Ngāi Te Rangitekahutia, Ngāi Te Ao and Ngāti Mārau were amongst those hapū who visited this area to gather birds and other foods such as berries and mamaku.

***Maraetōtara***

***Mohi Bush Scenic Reserve***

Mohi Bush Scenic Reserve, located in the Waimārama block, is a remnant of the Waipoapoa forest which previously covered much of the area. The people of Ngāti Kurukuru, descending from the tipuna Hikatoa, and Ngāi Tamaterā from the tipuna Te Rangitupuanuku drew sustenance from the forest for generations, and therefore retain a strong connection to this remaining part. The Mohi Bush Scenic Reserve also has deep cultural significance due to the location of several important pā in and around it, including Te Rakaukareatea and Maungawharau, the latter of which contained the wharenuī Te Paewhenua where a great school of learning was run by Taewha, tohunga of the waka Takitimu, about twenty-one generations ago. More recently, in the time of the tipuna Manuhiri, a large battle was fought at Maungawharau, where over a hundred people were killed.

The name of the reserve probably refers to Mohi Atahikoia, who was of Ngāti Whakaiti descended from the tipuna Tamaariki, and who lived and resided among Ngāti Kurukuru and Ngāi Tamaterā after his tipuna Putanoa and Te Aomatarahi moved to the area from Wairoa seven generations before.

***Maraetōtara Gorge Scenic Reserve and the Maraetōtara Scenic Reserve***

These two reserves are located within the boundaries of the Waimārama block and very close to the Okaihau block. The hapū and tipuna associated with these lands were Ngāti Kurukuru through the tipuna Hikatoa and Ngāi Tamaterā through the tipuna Te Rangitupuanuku.



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The Maraetōtara Gorge Scenic Reserve, which runs along a section of the Maraetōtara River has a track that is narrow and steep as you descend to the watercourse. Although the track is unmarked it is well formed arriving at a natural limestone arch over the river.

The Maraetōtara Gorge Scenic Reserve provided a number of mahinga kai sites for the local people. Just to the immediate southeast, a cluster of pā (located just north of the current-day Okaihau Road) were situated to protect access to the surrounding mahinga kai sites. These pā, located in close proximity to each other, were named Kohitane, Whakamamaokiri and Okaihau. The areas they protected in the vicinity of Maraetōtara Gorge include an eeling place named Te Awanga and a tītī hunting site named Te Ahititi.

The Maraetōtara Scenic Reserve lies south of the Maraetōtara Gorge Scenic Reserve close to the nearby Mohi Bush Scenic Reserve. Together they together provide a great example of the original Waipoapoa forest system which covered an extensive area inland from Waimārama coast. Local Maori legend has it that pre-European fire was one factor in the forest's demise although recent research also suggests a long history of storm damage. In more recent times timber milling has been a final act in the conversion to pasture.

The hapū and tīpuna associated with these lands were Ngāti Kurukuru through the tīpuna Hikatoa and Ngāi Tamaterā through the tipuna Te Rangitupuanuku.

***Maraetōtara River and its tributaries***

The Maraetōtara River rises on Mt Kahurānaki and flows northwards to enter the sea at the Te Awanga settlement. This system is one of the significant river systems of the Heretaunga Tamatea rohe draining an area east of the major Tukituki River system and, along with the Waimārama River catchment (including the Waingōngoro and Pouhōkio streams) drains a large area with a warm climate, a low elevation and heavy pastoral use in the present day.

In days of old this river system ran through the rohe of significant hapū including Waimārama, Ngāti Kurukuru, Te Awanga and Ngāti Hāwea. It ran through the old original Waipoapoa forest which covered an extensive area inland from Waimārama coast.

There are a set of waterfalls on the river system on which, in 1922, the Havelock North Borough Council built a dam to create a head for a hydro-electric power station. An old turbine house and a surge tower remain. Further south, the river is has the Maraetōtara Gorge Scenic Reserve on its course and its runs slightly west of the Mohi Bush and Maraetōtara Scenic Reserves.

The river system has a significant number of mahinga kai and associated defensive pa sites. One of the most significant of these is the Aratipi Pā on the riverbank that was the site a major battle in the 1820's.

***Parker's Bush Scenic Reserve***

Parker's Bush Scenic Reserve is located very close to the Mohi Bush Scenic Reserve. The Parker's Bush Scenic Reserve, as the name suggests, is covered with a stand of bush. The original name for the bush in this vicinity was Waipoapoa. It was part of a great birding reserve of the Hikatoa people and their descendants.

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## **Pōrangahau**

### ***Pōrangahau River***

The Pōrangahau River is known locally to Māori as the Tāurekaitai River and it is always referred to as such. *'Ko Awapūtahi te maunga, Ko Tāurekaitai te awa, ko Ngāti Kere te hapū'*. It was renamed the Pōrangahau River, presumably by the District Council, from the confluence of what is marked on maps as the Tāurekaitai and Mangaorapa Streams. From here it flows in a loop just to the south of Pōrangahau village and then northeast where it reaches the sea.

The cultural associations of this area extend back to the arrival of the famed chief, Porangahau, after whom the township and river are named and this association passes on to his great grandson, Te Aomatarahi, and to his great grandson, Te Angiangi. The river has always been a marker for land division. For instance, Te Angiangi gifted coastal land from the Pōrangahau River southwards to Te Whatuiapiti in return for a feast that the latter had held for him and later, in the 1850s local hapū people sold land north of the river to the Crown. The land in this area is associated with Te Whatuiāpiti's descendant hapū Ngāti Kere and Ngāti Hinetewai. Ngāti Manuhiri retain their land on the northern side of the river.

A number of significant sites lie alongside the Pōrangahau River. The mouth of the Pōrangahau is a significant area for food gathering. Protecting these resources was a pā named Pipitawai on a small spit of land running between the river and the coast called Puketauhinu. Between the river mouth and the current village of Pōrangahau a further four riverside pā were once located. These were called Te Makahue, Te Manga, Oreorewaia and Kahotai. Past the village, on the southern bank of the river, rises Opiango, a peak sacred to Ngāti Pihere on which a pā was located.

### ***Mātai Moana Scenic Reserve***

Mātai Moana Scenic Reserve is located to the northeast of Wallingford. The Huatokitoki Stream and several of its tributaries flow through the reserve. The land around Huatokitoki, including the reserve, was part of that gifted to cement a peace arrangement between Ngāti Kere and Ngāi Te Ao.

The hapū associated with this area include Ngāti Kere, Ngāti Manuhiri and Ngāti Te Ruatōtara.

### ***Hiranui Scenic Reserve***

The Hiranui Scenic Reserve is located at the end of Hiranui Rd which turns off on the main road to Pōrangahau just outside of Wanstead. It is a high peak whose small streams drain in to the Huatokitoki complex of streams to the immediate south.

The hapū associated with this area include Ngāti Kere, Ngāti Manuhiri and Ngāti Te Ruatōtara.

### ***Elsthorpe Scenic Reserve***

The Elsthorpe Scenic Reserve consists of several stands of bush that abut the small settlement of Elsthorpe to the west and the south. These stands of bush were part of a larger area of bush known as Te Tapu a Hinemahanga. The reference to tapu in this name refers to the bush being a food source of Hinemahanga. The name along with the whakataukī, *"Ko te pua a Hinemahanga"*, relate to a narrative dating back 27 generations. Hinemahanga was skilled at catching birds through her ability to mimic calls and set snares. On one occasion, her husband Patea travelled all the way to the Ruahine Range to catch birds but did not enjoy the same level of success as his wife. On his



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return home he found Hinemahanga's whare full of cooked and preserved birds. In his jealousy, he killed Hinemahanga and fled.

Ngāi Tamaterā and Ngāi Te Ōatua have strong associations the Elsthorpe Scenic Reserve.

### **Forest Reserves/Areas**

#### ***Kāweka State Forest Park***

In pre-European times there were settlements on the eastern Kāweka foothills, particularly near the head of the Tūtaekurī River that provided an excellent transport route from Heretaunga into Mōkai Pātea and beyond. The Kāweka State Forest Park was a good source of food. The Mangatutu and Mangatainoka Hot Springs were utilised in pre-European times.

The tīpuna of Ngāi Te Upokoiri have a strong association with the forest park. Rangituouru collected food from Tīmahanga in addition to his lands at Heretaunga. His son, Te Mumuhuoterangi, lived on the Tīmahanga block after he married Hinenui of another iwi. Te Mumu's son, Te Umairangi, was particularly associated with the Kāweka State Forest Park, including an area of land on the Kāweka block named Raoraoroa. A kāinga once stood on this land which the occupants harvested fernroot and hunted kiore.

Te Umairangi also had a pā at Kuripapango where there was a ford to cross the Ngaruroro River making it a central hub for travellers leaving Heretaunga. When the missionary William Colenso journeyed from Heretaunga to Mōkai Pātea in October 1851 he recorded that several tracks through the range from the east met at the Kuripapango Ford.

#### ***Gwavas Conservation Area***

The Gwavas Conservation Area is located in the foothills of the Ruahine Range and lies to the northeast of Wakarara. The area is bushclad and in three separate blocks: a larger block to the south and two small northern blocks. Hapū associated with this area include Ngāi Te Upokoiri, Ngāi Te Whatuiāpiti, and Ngati Mārau.

The forests of the Ruahine foothills provided an important mahinga kai for the hapū of Heretaunga Tamatea. Immediately to the east of the conservation area stood Kihiao, a pā belonging to Ngāi Te Upokoiri. The people of this pā moved through the conservation area where they had mahinga kai for aruhe, mamaku and tuna in the Upokororo stream

#### ***Ruahine Forest Park***

The Ruahine Forest Park, which includes the Ruahine Range, is significant to many hapū of Heretaunga Tamatea.

The connection of Heretaunga Tamatea hapū to the Ruahine Range dates back to a journey made by Tamatea-pōkai-whenua, the father of Kahungunu, from Tūranga into Mōkai Pātea. Several accounts record that Kahungunu accompanied his father for part of the journey. Tamatea-pōkai-whenua travelled down the east coast to Ahuriri before striking inland and travelling up the Ngaruroro River before entering the Ruahine Range. Tamatea named several places along the route of his journey. At one point he saw a tawai tree on the summit of a peak which was thereafter named Rākautāonga. Continuing on, the party travelled up the Tāruarau River. The Ikawetea River was also named by Tamatea. This was the place where seagulls appeared after Tamatea and Kahungunu undid the string which tied the basket of fish they were eating. At the place where the

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Ikawetea River flows into the Tāruarau River there is a large rock where it is said that Kahungunu sat and watched for upokororo. This place thereafter was named Te Upokororo-o-Kahungunu. Some accounts record that it was at Te Upokororo o Kahungunu that Tamatea's mōkai named Pohokura escaped. Other accounts suggest Tamatea released Pohokura at this place. Pohokura has continued to inhabit the range and is a kaitiaki for Tamatea's descendants - particularly for those hapū that inhabited the lower forest and foothills.

A number of tracks were utilised by the people of Heretaunga Tamatea in times of peace and war to cross from one side of the Ruahine Range to the other. One was known as Te Atua-o-Mahuru. From the western side it ran from Te Awarua and came out on the eastern side at the headwaters of the Mākaroro Stream and followed the stream down to the Ruataniwha Plains.

On the eastern side of the range significant sites include Pōhatuhāhā, a tūāhu (altar) located inland from Kererū. When Pōhatuhāhā is struck by lightning it indicates that someone of importance had died. On the western side of the range kainga such as Te Kōau were occupied by ancestral peoples who collected such food as tītī, weka, rats, pigeons and dug fern root.

Just beyond Te Kōau, a number of sites were associated with Ngāi Te Upokoiri. Pohokura was a permanent settlement situated to provide access to fern root and to food resources in nearby forests. A kāinga known as Te Hapuni was located in close proximity to the Ikawetea Stream and was associated with Te Wanikau. Between these two kāinga was a bird catching area called Okuraharakeke. Another area associated with hunting birds was known as Te Umukarore. Nearby was a plantation called Otuwhakahaumu which was established next to the Ikawetea Stream. Slightly to the north of these areas a stone known as Te Tokatamahoutu marked the junction of the Tāruarau and Ikawetea Streams.

On the boundaries of the Te Kōau block Ngāti Hinemanu had a kāinga called Tapaewae. They would travel to the Ruahine Forest Park on a seasonal basis when the maire and miro were in fruit to hunt pigeons. Slightly south of here was a cave called Te Anaroa which was used as a settlement when they were hunting rats. Within the forest park Ngāti Hinemanu collected fern root and caught tītī in the hills called Tauwharepukoru. While on these expeditions they stayed in a kainga known as Orurea located at the source of the Koau Stream.

There were several mahinga kai important to Ngāti Hinemanu in the Ruahine Forest Park. Te Umutaoroa was a kainga used when Ngāti Hinemanu were birding. Kokopunui was a kāinga used by Ngāti Hinemanu when they went to fish in the nearby lagoon. To the south-east of Kokopunui there was another kainga called Otukota used by Ngāti Hinemanu. Fern root was dug at this kāinga, which was situated on a track that led through the range. It was also known for rat-catching. Tītī, weka and rats were caught at another kainga east of the Mōkai Pātea Range named Puketaramea. Further south a forest known as Tahaarongotea was used by Ngāti Hinemanu.

Several sites in the Ruahine Forest Park were located among the headwaters of the Rangitikei River and used by Ngāti Hinemanu. Omaru and Te Iringa-te-rakau-o-tane-koeka, located near the source of the Kawhatau River, were places renowned for catching kiwi and huia. Tītī were caught at a hill called Tahunaatara. While hunting deep in the Ruahine Range for tītī and rats Ngāti Hinemanu would camp at Te Waineo. Taumata-a-Meikura was situated on the summit of a hill and served as a resting place for travellers crossing the Ruahine Range.

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***McLeans Bush Scenic Reserve***

The twenty-seven hectare McLeans Bush Scenic Reserve lies in the headwaters of a small tributary of the Whangaehu River, near the southern end of the Ngāti Kere rohe. The reserve contains one of the few examples of pre-European coastal forest remaining in Hawke's Bay. Although the area has subsequently been logged and browsed by livestock, it still contains important stands of tōtara and hīnau trees, in addition to other native species including rewarewa, kahikatea, matai, tītoki, māhoe and various native ferns. Native birds including pīwakawaka (fantail), korimako (bellbird), kēreru (wood pigeon) and tui are also common within the reserve.

A community of related hapū including Ngāti Tamatea, Ngāti Hinetewai, Ngāti Kere, and Ngāti Manuhiri lived in and around the reserve for centuries, drawing upon its rich resources to provide them with food, medicine, and materials used for craft, the construction of whare and waka, and other cultural activities.

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**3 DEEDS OF RECOGNITION**

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**3.1 DEED OF RECOGNITION ISSUED BY THE MINISTER OF  
CONSERVATION AND DIRECTOR-GENERAL OF CONSERVATION**

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*Handwritten initials and number 31*

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**3.1: DEED OF RECOGNITION ISSUED BY THE MINISTER OF CONSERVATION AND DIRECTOR-  
GENERAL OF CONSERVATION**

**THIS DEED** is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

**1 INTRODUCTION**

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 Heretaunga Tamatea (the settling group); and
  - 1.1.2 the Trustees of the Heretaunga Tamatea 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 Clive River and its tributaries (as shown on deed plan OTS-110-06):
  - 1.2.2 Elsthorpe Scenic Reserve (as shown on deed plan OTS-110-07):
  - 1.2.3 Hiranui Scenic Reserve (as shown on deed plan OTS-110-08):
  - 1.2.4 Inglis Bush Scenic Reserve (as shown on deed plan OTS-110-09):
  - 1.2.5 Kāhika Conservation Area (as shown on deed plan OTS-110-10):
  - 1.2.6 Karamū Stream (with official name Karamu Stream) and its tributaries (as shown on deed plan OTS-110-11):
  - 1.2.7 Part of Kāweka State Forest Park (with official name Kaweka State Forest Park) (as shown on deed plan OTS-110-12):
  - 1.2.8 Maraetōtara Scenic Reserve (with official name Maraetotara Scenic Reserve) (as shown on deed plan OTS-110-13):
  - 1.2.9 Maraetōtara Gorge Scenic Reserve (with official name Maraetotara Gorge Scenic Reserve) (as shown on deed plan OTS-110-14):
  - 1.2.10 Mātai Moana Scenic Reserve (with official name Matai Moana Scenic Reserve) (as shown on deed plan OTS-110-15):
  - 1.2.11 McLeans Bush Scenic Reserve (as shown on deed plan OTS-110-16):
  - 1.2.12 Mohi Bush Scenic Reserve (as shown on deed plan OTS-110-17):
  - 1.2.13 Monckton Scenic Reserve (as shown on deed plan OTS-110-18):

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- 1.2.14 Ngaruroro River and its tributaries within the Heretaunga Tamatea area of interest (as shown on deed plan OTS-110-19):
  - 1.2.15 Parkers Bush Scenic Reserve (as shown on deed plan OTS-110-20):
  - 1.2.16 Part of Ruahine Forest Park (as shown on deed plan OTS-110-22):
  - 1.2.17 Ruahine Forest (East) Conservation Area (as shown on deed plan OTS-110-21):
  - 1.2.18 Springhill Scenic Reserve (as shown on deed plan OTS-110-23):
  - 1.2.19 Te Aute Conservation Area (as shown on deed plan OTS-110-24):
  - 1.2.20 Tūtaekurī River and its tributaries (with official geographic name Tutaekuri River) within the Heretaunga Tamatea area of interest (as shown on deed plan OTS-110-25).
- 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 Minister of Conservation and the Director-General of Conservation 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 each of the following activities (the identified activities):
- 2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977:
  - 2.2.2 preparing a national park management plan under the National Parks Act 1980:
  - 2.2.3 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:
    - (b) to eradicate pests, weeds, or introduced species:

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**3.1: DEED OF RECOGNITION ISSUED BY THE MINISTER OF CONSERVATION AND DIRECTOR-  
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- (c) to assess current and future visitor activities:
- (d) to identify the appropriate number and type of concessions:
- 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river:
- 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

**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 does not require the Crown to undertake, increase, or resume any identified activity; and
  - 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
  - 3.1.4 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, the Minister of Conservation, and the Director-General of Conservation 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 Minister or the Director-General of Conservation 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 any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.



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3.1: DEED OF RECOGNITION ISSUED BY THE MINISTER OF CONSERVATION AND DIRECTOR-  
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5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Conservation Partnerships Manager,  
Department of Conservation,  
[address].

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

7 NO ASSIGNMENT

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

8 DEFINITIONS

- 8.1 In this deed –

**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 26 September 2015 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; and

**governance entity** has the meaning given to it by the deed of settlement; and

**identified activity** means each of the activities specified in clause 2.2; and

**Minister** means the Minister of Conservation; and

**settling group** and **Heretaunga Tamatea** have the meaning given to them by the deed of settlement; and

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

  
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**statement of association** means each statement of association in the documents schedule to the deed of settlement and which is 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 apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

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

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

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.

9.8 A reference to –

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 means 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.

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3.1: DEED OF RECOGNITION ISSUED BY THE MINISTER OF CONSERVATION AND DIRECTOR-  
GENERAL OF CONSERVATON

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

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

The Minister of Conservation in the  
presence of –

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**WITNESS**

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Name:

Occupation:

Address:

The Director-General of Conservation  
in the presence of –

---

**WITNESS**

---

Name:

Occupation:

Address:

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3.1: DEED OF RECOGNITION ISSUED BY THE MINISTER OF CONSERVATION AND DIRECTOR-  
GENERAL OF CONSERVATON

Schedule

Copies of 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*]



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**3.2 DEED OF RECOGNITION ISSUED BY THE  
COMMISSIONER OF CROWN LANDS**

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**3.2: DEED OF RECOGNITION ISSUED BY THE COMMISSIONER OF CROWN LANDS**

**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 Heretaunga Tamatea (the settling group); and
  - 1.1.2 the Trustees of the Heretaunga Tamatea 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 Clive River and its tributaries (as shown on deed plan OTS-110-06):
  - 1.2.2 Karamu Stream its tributaries (as shown on deed plan OTS-110-11):
  - 1.2.3 Ngaruroro River and its tributaries within the Heretaunga Tamatea area of interest (as shown on deed plan OTS-110-19):
  - 1.2.4 Tūtaekurī River its tributaries (with official name Tutaekuri River) within the Heretaunga Tamatea area of interest (as shown on deed plan OTS-110-25).
- 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 each 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:

**HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS**

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**3.2: DEED OF RECOGNITION ISSUED BY THE COMMISSIONER OF CROWN LANDS**

- 2.2.3 conducting a survey to identify the number and type of users that may be appropriate:
- 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 included 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 –
    - (a) it does not relate to the waters of the river; and
    - (b) it relates only to the part or parts of the bed of the river that –
      - (i) are owned and managed by the Crown; and
      - (ii) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and
      - (iii) are not the bed of an artificial watercourse or tributary; and
  - 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; and
  - 3.1.6 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and

**HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS**

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**3.2: DEED OF RECOGNITION ISSUED BY THE COMMISSIONER OF CROWN LANDS**

- 3.1.7 does not affect the lawful rights or interests of any person; or
- 3.1.8 grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and
- 3.1.9 does not prevent the Crown from entering into a Deed of Recognition with a person or persons other than the governance entity in relation to a statutory area.

**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 Crown official or Minister.
- 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 any identified activities in relation to the area with the new Crown official or Minister responsible for that activity.

**5 NOTICES**

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 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  
Level 7 Radio New Zealand House,  
155 The Terrace,  
Wellington

**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.



HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS

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3.2: DEED OF RECOGNITION ISSUED BY THE COMMISSIONER OF CROWN LANDS

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** means Her Majesty the Queen in right of New Zealand; 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 26 September 2015 between the settling group, the governance entity, and the Crown; and

**governance entity** has the meaning given to it by the deed of settlement; and

**identified activities** means the activities specified in clause 2.2; and

**settling group** and **Heretaunga Tamatea** have the meaning given to them by the deed of settlement; and

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

**statement of association** means each statement of association in the documents schedule to the deed of settlement and which is 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 apply to this deed's interpretation unless the context requires a different interpretation.

9.2   Headings do not affect the interpretation.

9.3   A term defined by –

9.3.1   this deed has that meaning; and

**HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS**

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**3.2: DEED OF RECOGNITION ISSUED BY THE COMMISSIONER OF CROWN LANDS**

- 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meaning where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 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.
- 9.8 A reference to –
- 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 means 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.

HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS

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3.2: DEED OF RECOGNITION ISSUED BY THE COMMISSIONER OF CROWN LANDS

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

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

The Commissioner of Crown Lands in the  
presence of – \_\_\_\_\_

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS

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3.2: DEED OF RECOGNITION ISSUED BY THE COMMISSIONER OF CROWN LANDS

Schedule

Copies of 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]**



HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS

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**4 ENCUMBRANCES FOR LICENSED LAND PROPERTIES**

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DOCUMENTS SCHEDULE

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4.1 TYPE A ENCUMBRANCE

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**HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**4.1: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE A ENCUMBRANCE**

Approved by Registrar-General of Land under No. 2007/6225  
**Annexure Schedule 1**



Easement Instrument Dated  Page  of  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	[to be inserted]	[to be inserted]	In gross

Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

**Easements or profits à prendre 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 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are [varied] [negatives] [added to] or [substituted] by:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]  
[the provisions set out in Annexure Schedule 2].

**Covenant provisions**

Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]  
[Annexure Schedule 2].

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

*[Handwritten Signature]*  
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HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.1: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE A ENCUMBRANCE

Approved by the Registrar-General of Land under number 2003/5041

**Annexure Schedule**

Insert type of Instrument

Easement – Type A

Dated

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Continue in additional Annexure Schedule, if required.

**1 DEFINITIONS AND CONSTRUCTION**

**1.1 Definitions:**

In this Easement Instrument, unless the context otherwise requires:

["Crown Forestry Licence" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"Crown Forestry Licensee" means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

**1.2 Construction**

In the construction of this Easement Instrument unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

**2 GRANT OF ACCESS RIGHTS**

2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked [insert details] together with the rights and powers set out in Schedule Four

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.1: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE A ENCUMBRANCE

Approved by the Registrar-General of Land under number 2003/5041

**Annexure Schedule**

Insert type of Instrument

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Continue in additional Annexure Schedule, if required.

of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

**3 OBLIGATIONS OF THE GRANTEE**

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

3.1 The Grantee shall when passing or repassing over the Grantor's Land:

3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;

3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):

(a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.1: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE A ENCUMBRANCE

Approved by the Registrar-General of Land under number 2033/5041

Annexure Schedule

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Continue in additional Annexure Schedule, if required.

(b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.

3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks PROVIDED THAT the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.

3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.

3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.

3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.

3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:

3.7.1 widen the road; or

3.7.2 alter the location of the road; or

3.7.3 alter the way in which the run-off from the road is disposed of; or

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.1: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE A ENCUMBRANCE

Approved by the Registrar-General of Land under number 2003/5041

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Continue in additional Annexure Schedule, if required.

3.7.4 change the nature of the road surface; or

3.7.5 park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.

3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.

3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

**4 GRANTOR'S RIGHTS**

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage PROVIDED THAT the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.1: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE A ENCUMBRANCE

Approved by the Registrar-General of Land under number 2013/5041

Annexure Schedule

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5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

6 LICENCE [this clause will be omitted if there is no crown forestry licence at the time this easement is granted]

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

7 ASSIGNMENT

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

8 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

  
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HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.1: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE A ENCUMBRANCE

Approved by the Registrar-General of Land under number 2003/5041

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Insert type of instrument

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not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

**9 NOTICES**

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

9.2 Any notice posted shall be deemed to be served four (4) working days after the date of posting.

**10 SEVERABILITY**

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.1: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE A ENCUMBRANCE

Approved by the Registrar-General of Land under number 2003/5041

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Insert type of instrument

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Continuation of "Attestation"

Signed for and on behalf of [name of  
licensed land entity to be inserted]  
as Grantor by:

In the presence of:

Name:  
Occupation:  
Address:

Signed for and on behalf of HER  
MAJESTY THE QUEEN as Grantee  
by

Conservation Services Manager  
(Napier) acting for the Minister of  
Conservation under delegated  
authority pursuant to sections 57 and  
58 of the Conservation Act 1987 and  
section 41 of the State Sector Act  
1988

In the presence of:

Name:  
Occupation:  
Address:

□

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

  
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HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4.1: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE A ENCUMBRANCE

Approved by the Registrar-General of Land under number 2003/5041

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SCHEDULE

1 GRANTOR'S ADDRESS:

[Name of licensed land entity]

[insert address details]

2 GRANTEE'S ADDRESS:

Department of Conservation  
[Hawkes Bay] Conservancy

[insert address details]

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

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HERETAUNGA TAMATEA DEED OF SETTLEMENT  
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4.2 TYPE B ENCUMBRANCE

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HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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4.2: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE B ENCUMBRANCE

Date

**PARTIES**

- 1 **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (the **"Grantor"**)
- 2 *[Insert name of licensed land entity]* (the **"Grantee"**)

**BACKGROUND**

- A. The Grantee wishes to enter upon and cross the Grantor's Land for the purpose of gaining access to and egress from the Grantee's Land (as herein defined).
- B. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor's Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee's Land on the terms and conditions set out in this Deed.

**BY THIS DEED IT IS AGREED AND DECLARED** as follows:

1 **DEFINITIONS AND CONSTRUCTION**

1.1 **Definitions**

In this Deed, unless the context otherwise requires:

**"Commencement Date"** means the date first written above;

**"Deed"** means this deed, the Background and the Schedule annexed hereto;

**"Grantee"** also includes the registered proprietors of the Grantee's Land and the licensees, lessees, employees, agents, contractors, successors and assigns of the Grantee;

**"Grantor"** also includes the other registered proprietors from time to time of the Grantor's Land;

**"Grantee's Land"** means the land described in paragraph 3 of the First Schedule;

**"Grantor's Land"** means the land described in paragraph 1 of the First Schedule and includes any part thereof;

*[The following definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]*

**["Crown Forestry Licence"** means a Crown Forestry Licence granted under section 14 of the Crown Forest Assets Act 1989;

  
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**HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**4.2: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE B ENCUMBRANCE**

**“Crown Forestry Licensee”** means the Licensee under a Crown Forestry Licence over the Grantee’s Land and includes the employees, agents, contractors and successors and assigns of the Crown Forestry Licensee;]

**1.2 Construction**

In the construction of this Deed unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;
- 1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Deed;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

**2 GRANT OF ACCESS RIGHTS**

- 2.1 Pursuant to section [*enter appropriate section and title of settlement legislation*] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor’s Land shown marked [ ] on DP [ ] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee’s Land as set out in the First Schedule.
- 2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

**3 OBLIGATIONS OF THE GRANTEE**

The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or re-passing over the Grantor’s Land:
  - 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor’s Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);

HERETAUNGA TAMATEA DEED OF SETTLEMENT  
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4.2: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE B ENCUMBRANCE

- 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
  - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.

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**4.2: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE B ENCUMBRANCE**

- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
  - 3.7.2 alter the location of the road; or
  - 3.7.3 alter the way in which the run-off from the road is disposed of; or
  - 3.7.4 change the nature of the road surface; or
  - 3.7.5 park or store equipment or material on the Grantor's Land,  
without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [**enter appropriate section and title of settlement legislation**], this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.

**4 GRANTOR'S RIGHTS**

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

**5 COSTS**

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Deed.

  
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**HERETAUNGA TAMATEA DEED OF SETTLEMENT  
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**4.2: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE B ENCUMBRANCE**

**6 LICENCE**

*[This clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted]*

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantee's Land, under which the Crown Forestry Licensee has rights in respect of the Grantor's Land, and this Deed is entered into subject to, and the rights under it must not be exercised in a manner inconsistent with those rights of the Crown Forestry Licensee.

**7 REGISTRATION**

The parties shall take and do all such acts and things necessary to ensure that this Deed (or an Easement Instrument Grant of Right of Way on substantially the same terms) is registered as soon as the Registrar-General of Land confirms that this Deed, or such an easement instrument, can be registered against the Grantor's Land.

**8 DELEGATION**

All rights, benefits, and obligations of a party to this Deed arising under this Deed may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Deed.

**9 NOTICES**

9.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

9.1.1 the Grantor's address as set out in paragraph 2 of the First Schedule;

9.1.2 the Grantee's address as set out in paragraph 4 of the First Schedule.

9.2 Any notice posted shall be deemed to be served four (4) working days after the date of posting.

**10 SEVERABILITY**

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

**11 DISPUTES RESOLUTION**

Should any dispute arise between the parties touching any matter relating to this Deed then:

  
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**4.2: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE B ENCUMBRANCE**

- 11.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the New Zealand Law Society);
- 11.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;
- 11.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration;
- 11.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.

**IN WITNESS WHEREOF** this Deed has been duly executed on the date first written above.

*Signed for and on behalf of* **HER  
MAJESTY THE QUEEN** as Grantor by

---

**Conservation Services Manager  
(Napier)** acting for the Minister of  
Conservation under delegated authority  
pursuant to sections 57 and 58 of the  
Conservation Act 1987 and section 41  
of the State Sector Act 1988

*In the presence of:*

---

*Name:*

*Occupation:*

*Address:*

  
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4.2: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE B ENCUMBRANCE

Signed for and on behalf of [**Name of  
licensed land entity to be inserted**] as  
Grantee by:

\_\_\_\_\_

*in the presence of:*

\_\_\_\_\_

*Name:*

*Occupation:*

*Address:*

HERETAUNGA TAMATEA DEED OF SETTLEMENT  
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4.2: ENCUMBRANCES FOR LICENSED LAND PROPERTIES: TYPE B ENCUMBRANCE

FIRST SCHEDULE

1 GRANTOR'S LAND:

*[enter details]*

2. GRANTOR'S ADDRESS:

Department of Conservation  
*[enter address details]*

3. GRANTEE'S LAND:

*[enter details]*

4. GRANTEE'S ADDRESS:

*[Name of licensed land entity to be inserted]*  
*[enter address details]*

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5 DEED OF COVENANT

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5: DEED OF COVENANT

**KAWEKA GWAVAS FORESTRY COMPANY LIMITED**

**and**

**THE CROWN**

---

**DEED OF COVENANT**

---

[Date]



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5: DEED OF COVENANT

DEED OF COVENANT

THIS DEED is made

BETWEEN

KAWEKA GWAVAS FORESTRY COMPANY LIMITED ("KGFC")

AND

THE CROWN



**HERETAUNGA TAMATEA DEED OF SETTLEMENT  
DOCUMENTS**

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**5: DEED OF COVENANT**

**BACKGROUND**

- A. Under a deed of settlement dated 26 September 2015 between Heretaunga Tamatea, the trustees of the Heretaunga Tamatea Settlement Trust and the Crown (the “**deed of settlement**”), the parties agreed, subject to the terms and conditions specified in the deed of settlement, that the Crown would transfer the licensed land described as Kaweka and Gwavas in the property redress schedule of the deed of settlement to KGFC.
- B. As required by clause 6.9 of the deed of settlement, KGFC enters into this deed with the Crown.

**IT IS AGREED** as follows:

**1. COVENANT**

- 1.1 KGFC covenants with the Crown that, from the date of this deed, KGFC:
- 1.1.1 is a party to the deed of settlement as if it had been named as a party to the deed of settlement and had signed it;
  - 1.1.2 must comply with all the obligations of KGFC as the licensed land entity under the deed of settlement; and
  - 1.1.3 is bound by the terms of the deed of settlement to that extent.

**2. INTERPRETATION**

- 2.1 Unless the context requires otherwise:
- 2.1.1 terms or expressions defined in the deed of settlement have the same meanings in this deed; and
  - 2.1.2 the rules of interpretation in the deed of settlement apply (with all appropriate changes) to this deed.



HERETAUNGA TAMATEA DEED OF SETTLEMENT  
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5: DEED OF COVENANT

SIGNED as a deed on

SIGNED for and on behalf of **KAWEKA  
GWAVAS FORESTRY COMPANY LIMITED**  
by two directors in the presence of:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

SIGNED for and on behalf of **THE CROWN** in  
right of New Zealand by the Minister for Treaty  
of Waitangi Negotiations in the presence of:

\_\_\_\_\_  
Honourable Christopher Finlayson

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

*SMC*

HERETAUNGA TAMATEA DEED OF SETTLEMENT  
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**6 KAWEKA GWAVAS FORESTRY COMPANY LIMITED**

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**6.1 CONSTITUTION**

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6.1: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: CONSTITUTION

# Constitution

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Kaweka Gwavas Forestry Company Limited

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6.1: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: CONSTITUTION

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**6.1: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: CONSTITUTION**

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6.1: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: CONSTITUTION

Date:

**CONSTITUTION OF KAWEKA GWAVAS FORESTRY COMPANY LIMITED**

**1 INTERPRETATION**

**1.1 Definitions**

In this Constitution, unless the context otherwise requires:

*Act* means the Companies Act 1993;

*Alternate Director* means a person appointed to be the alternate of a Director pursuant to clause 18.1;

*Board* means Directors who number not less than the required quorum acting together as the board of directors of the Company;

*Business Day* means a day (other than a Saturday or Sunday) on which banks are open for business in Hawkes Bay;

*Class* means a class of Shares having attached to them identical rights, privileges, limitations and conditions;

*Company* means Kaweka Gwavas Forestry Company Limited;

*Constitution* means this constitution, as altered from time to time;

*Director* means a person appointed as a director of the Company;

*Interested* has the meaning set out in section 139 of the Act (and *Interest* shall be interpreted accordingly);

*Ordinary Resolution* means a resolution passed by a simple majority of the votes of Shareholders entitled to vote and voting on the resolution;

*Personal Representative* means:

- (a) in relation to a deceased individual Shareholder, the executor, administrator or trustee of the estate of that Shareholder;
- (b) in relation to a bankrupt individual Shareholder, the assignee in bankruptcy of that Shareholder; and
- (c) in relation to any other individual Shareholder, a person appointed or deemed to have been appointed to administer property under the Protection of Personal and Property Rights Act 1988, a manager appointed or deemed to have been appointed thereunder, and a donee of an enduring power of attorney complying with that Act;

  
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**6.1: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: CONSTITUTION**

*Representative* means a person appointed as a proxy or representative under clause 14 or a Personal Representative;

*Share* means a share issued, or to be issued, by the Company;

*Shareholder* means a person whose name is entered in the Share register as the holder for the time being of one or more Shares;

*Shareholders' Agreement and Trust Deed* means the deed of that name entered into on or about the time of incorporation of the Company between the Shareholders at that time and the Company;

*Special Resolution* means a resolution passed by a majority of 75% or more of the votes of those Shareholders entitled to vote and voting on the resolution; and

*Unanimous Resolution* means a resolution passed by the affirmative vote of all of the Shareholders.

**1.2 Construction**

In this Constitution, unless the context otherwise requires:

- (a) the headings appear as a matter of convenience and shall not affect the construction of this Constitution;
- (b) in the absence of an express indication to the contrary, references to clauses or paragraphs are to clauses and paragraphs of this Constitution;
- (c) a reference to any statute, statutory regulations or other statutory instrument includes the statute, statutory regulations or instrument as from time to time amended or re-enacted or substituted;
- (d) the singular includes the plural and vice versa and one gender includes the other genders;
- (e) the words *written* and *writing* include facsimile communications and any other means of communication resulting in permanent visible reproduction;
- (f) the word *person* includes any association of persons whether corporate or unincorporate, and any state or government or department or agency thereof, whether or not having separate legal personality; and
- (g) words or expressions defined in the Act have the same meaning in this Constitution.

**2 GENERAL**

**2.1 Shareholders' Agreement and Trust Deed Prevails**

This Constitution is subject to the provisions of the Shareholders' Agreement and Trust Deed and, except to the extent that there would be a breach of the Act, the Shareholders'

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**6.1: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: CONSTITUTION**

Agreement and Trust Deed overrides this Constitution in the event of any inconsistency between the two.

**2.2 Companies Act 1993**

The Company, the Board, each Director and each Shareholder have the rights, powers, duties and obligations set out in the Act except to the extent that they are negated or modified by the Constitution.

**3 RIGHTS ATTACHING TO SHARES**

The Shares held by a Shareholder confer on the holder the right to:

- (a) vote on a poll at a meeting of the Shareholders on any resolution, including any resolution to:
  - (i) appoint or remove a Director or auditor;
  - (ii) adopt a constitution;
  - (iii) alter the Company's constitution;
  - (iv) approve a major transaction;
  - (v) approve an amalgamation of the Company under section 221 of the Act; or
  - (vi) put the Company into liquidation;
- (b) a share in dividends authorised by the Board equal to the share of each other Shareholder in the dividends;
- (c) a share in the distribution of the surplus assets of the Company equal to the share of each other Shareholder in the surplus assets; and
- (d) receive notice of and attend every meeting of Shareholders.

**4 ISSUE, CONSOLIDATION, SUBDIVISION AND REPURCHASE OF SHARES**

**4.1 Issue of New Shares**

Subject to the approval of a Unanimous Resolution, the Board may issue further Shares in the Company (including different Classes of Shares) which:

- (a) rank equally with, or in priority to, existing Shares;
- (b) have deferred, preferred or other special rights or restrictions, whether as to voting rights or distributions or otherwise;
- (c) confer preferential rights to distributions of capital or income;

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**6.1: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: CONSTITUTION**

- (d) confer special, limited or conditional voting rights;
- (e) do not confer voting rights; or
- (f) are redeemable in accordance with section 68 of the Act.

**4.2 Consolidation and Subdivision of Shares**

The Board may:

- (a) consolidate and divide the Shares or Shares of any Class in proportion to those Shares or the Shares in that Class; or
- (b) subdivide the Shares or Shares of any Class in proportion to those Shares or the Shares in that Class.

**4.3 Bonus issues**

The Board may resolve to apply any amount which is available for distribution to Shareholders either:

- (a) in paying up in full Shares or other securities of the Company to be issued credited as fully paid to:
  - (i) the Shareholders who would be entitled to that amount if it were distributed by way of dividend, and in the same proportions; and
  - (ii) if applicable, the holders of any other securities of the Company who are entitled by the terms of issue of those securities to participate in bonus issues by the Company, whether at the time the bonus issue is made to the Shareholders, or at some time later, in accordance with their respective entitlements; or
- (b) in paying up any amount which is unpaid on any Shares held by the Shareholders referred to in paragraph (a)(i),

or partly in one way and partly in the other.

**4.4 Shares in lieu of dividends**

The Board may exercise the right conferred by section 54 of the Act to issue Shares to any Shareholders who have agreed to accept the issue of Shares, wholly or partly, in lieu of proposed dividends or proposed future dividends.

**4.5 Share repurchases**

The Company may purchase or otherwise acquire Shares issued by it from one or more Shareholders and hold its own Shares.

**HERETAUNGA TAMATEA DEED OF SETTLEMENT  
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**6.1: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: CONSTITUTION**

**5 ALTERATION OF SHAREHOLDERS' RIGHTS**

Any action affecting the rights, privileges, limitations or conditions attached to any Shares by this Constitution, the Act, or the terms on which the Shares were issued, must be approved by a Unanimous Resolution.

**6 SHARE CERTIFICATES**

**6.1 Issue of Share certificates**

The Company may issue Share certificates in respect of all or any Shares and must, within 20 Business Days after receiving an application by a Shareholder, send to that Shareholder a Share certificate, in accordance with section 95 of the Act.

**6.2 Replacement Share certificates**

The Company:

(a) may issue a replacement certificate for any Share certificate that is worn out or defaced; and

(b) shall issue a replacement Share certificate for one that has been lost or destroyed,

subject to satisfactory proof of that fact, payment of the reasonable expenses of the Company and, if so required by the Board, an appropriate indemnity being given to the Company.

**7 TRANSFER OF SHARES**

**7.1 Approval of Unanimous Resolution**

A Shareholder can only transfer any or all of its Shares with the approval of a Unanimous Resolution.

**7.2 Transferor to remain holder until registration**

The transferor of a Share shall remain the holder of the Share until the name of the transferee is entered in the Share register.

**7.3 Form of transfer**

Every instrument of transfer of Shares shall comply with the following provisions:

(a) the form of the instrument of transfer shall be any usual or common form or any other form which the Board may approve;

(b) the instrument of transfer must be signed or executed by or on behalf of the transferor; and

  
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**6.1: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: CONSTITUTION**

- (c) where the Shares being transferred are not fully paid up, the instrument of transfer must also be signed or executed by or on behalf of the transferee.

**7.4 Power to refuse to register**

The Board may decline to register any transfer of Shares where:

- (a) the Company has a lien on any of the Shares;
- (b) the Shares are not fully paid up;
- (c) the transfer is in breach of the Shareholders' Agreement and Trust Deed; or
- (d) the transfer is not accompanied by the certificate (if any) for the Shares to which it relates or other evidence as the Board may reasonably require to show the right of the transferor to make the transfer,

provided that the Board resolves to exercise its powers under this clause within 30 Business Days after receipt of the relevant transfer and notice of the resolution is sent to the transferor and to the transferee within five Business Days of the resolution being passed by the Board.

**7.5 Registration of transfers**

Every instrument of transfer shall be delivered to the Company's Share register, together with the Share certificate (if any) for the Shares to be transferred. If there is no Share certificate for those Shares or if the Share certificate has been lost, damaged or destroyed, the transferee shall provide such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer.

**7.6 Power to divide Share register**

The Share register may be divided into two or more registers kept in different places.

**7.7 Transfer of securities other than Shares**

This clause 7 shall also apply to transfers of securities of the Company other than Shares with any necessary modifications.

**8 EXERCISE OF POWERS OF SHAREHOLDERS**

**8.1 Methods of holding meetings**

A meeting of Shareholders may be held either:

- (a) by a number of Shareholders, who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting; or
- (b) if determined by the Board, by means of audio, or audio and visual, communication by which all Shareholders participating and constituting a quorum, can simultaneously hear each other throughout the meeting.

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6.1: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: CONSTITUTION

**8.2 Exercise of power by meeting or written resolution**

A power reserved to the Shareholders by the Act or by this Constitution may be exercised either:

- (a) at a meeting of Shareholders; or
- (b) by a resolution in writing signed in accordance with section 122 of the Act.

**8.3 Powers of Shareholders**

Unless otherwise specified in the Act or this Constitution any power reserved to Shareholders may be exercised and any approval of Shareholders may be given by Ordinary Resolution.

**9 MEETINGS OF SHAREHOLDERS**

**9.1 Annual meetings**

Subject to clause 9.3, the Company shall hold an annual meeting not later than:

- (a) six months after the balance date of the Company or, if the Company is an *exempt company* (as that term is defined in the Financial Reporting Act 1993) and all the Shareholders agree, ten months after the balance date of the Company; and
- (b) fifteen months after the previous annual meeting.

**9.2 Time and place of annual meeting**

Each annual meeting shall be held at such time and place as the Board appoints.

**9.3 Resolution in lieu of annual meeting**

It is not necessary for the Company to hold an annual meeting if everything required to be done at the meeting (by resolution or otherwise) is done by resolution in writing signed in accordance with section 122 of the Act.

**9.4 Special meetings**

All meetings other than annual meetings shall be called special meetings.

**9.5 Calling of special meetings**

A special meeting:

- (a) may be called by the Board at any time; and
- (b) shall be called by the Board on the written request of a Shareholder.

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**6.1: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: CONSTITUTION**

**10 NOTICE OF MEETINGS OF SHAREHOLDERS**

**10.1 Written notice**

Written notice of the time and place of a meeting of Shareholders must be sent to every Shareholder entitled to receive notice of the meeting and to every Director and the auditor of the Company (if any) not less than 10 Business Days before the meeting.

**10.2 Contents of notice**

The notice must state:

- (a) the nature of the business to be transacted at the meeting in sufficient detail to enable a Shareholder to form a reasoned judgment in relation to it; and
- (b) the text of any Special Resolution or Unanimous Resolution to be submitted to the meeting.

**10.3 Irregularity in notice**

An irregularity in a notice of a meeting is waived if all the Shareholders entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity, or if all such Shareholders agree to the waiver. The accidental omission to give a notice of a meeting to, or the non-receipt of a notice of a meeting by, any person will not invalidate the proceedings at the meeting.

**10.4 Adjourned meetings**

If a meeting of Shareholders is adjourned for less than 30 days it is not necessary to give notice of the time and place of the adjourned meeting other than by announcement at the meeting which is adjourned.

**11 CHAIRPERSON OF MEETINGS OF SHAREHOLDERS**

**11.1 Chairperson of the Board to act**

If the Directors have elected a chairperson of the Board, and the chairperson of the Board is present at a meeting of Shareholders, that Director must chair the meeting.

**11.2 Other chairperson**

If no chairperson of the Board has been elected or if at any meeting of Shareholders the chairperson of the Board is not present within 15 minutes of the time appointed for the commencement of the meeting or the chairperson is unwilling or unable to act, the Directors present, if any, may elect one of their number to be chairperson of the meeting. If no Director is willing to act as chairperson or if no Director is present within 15 minutes of the time appointed for the commencement of the meeting, the Shareholders present may choose one of their number to be chairperson.

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**11.3 Adjourned meetings**

The chairperson may, and if directed by the meeting must, adjourn the meeting to a new time and place. No business can be transacted at any adjourned meeting other than unfinished business at the original meeting.

**11.4 Regulation of procedure**

Subject to the provisions of the Act, and except as otherwise provided in this Constitution, the chairperson may regulate the proceedings at meetings of Shareholders.

**11.5 No casting vote**

The chairperson does not have a casting vote.

**12 QUORUM FOR MEETINGS OF SHAREHOLDERS**

**12.1 Quorum required**

Subject to clause 12.3 no business may be transacted at a meeting of Shareholders if a quorum is not present.

**12.2 Size of quorum**

A quorum for a meeting of Shareholders is present if two or more Shareholders, or their Representatives, are present.

**12.3 Lack of quorum**

If a quorum is not present within 30 minutes after the time appointed for the meeting:

- (a) in the case of a meeting called by the Board on the written request of Shareholders under section 121(b) of the Act, the meeting is dissolved; or
- (b) in the case of any other meeting, the meeting is adjourned to the same day in the following week at the same time and place, or to such other date, time, and place as the Directors may appoint and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the commencement of the meeting, the meeting will be adjourned to the same day in the following week at the same time and place, or to such other date, time, and place as the Directors may appoint until such time as there is a quorum.

**13 VOTING AT MEETINGS OF SHAREHOLDERS**

**13.1 Meetings in one place**

In the case of a meeting of Shareholders held under clause (a), unless a poll is demanded, voting at the meeting shall be by whichever of the following methods is determined by the chairperson:



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- (a) voting by voice; or
- (b) voting by show of hands.

**13.2 Audio-visual meetings**

In the case of a meeting of Shareholders held under clause (b), unless a poll is demanded, voting at the meeting shall be by the Shareholders signifying individually their assent or dissent by voice.

**13.3 Postal votes**

Unless the Board determines otherwise, Shareholders may not exercise the right to vote at a meeting by casting postal votes. If the Board determines that Shareholders may exercise the right to vote at a meeting by casting postal votes, the procedures in relation to postal voting shall be those set out in clause 7 of the First Schedule to the Act together with any other procedures determined by the Board.

**13.4 Number of votes**

- (a) Where voting is by voice or a show of hands, every Shareholder present in person or by Representative has one vote.
- (b) On a poll, every Shareholder present in person or by Representative has one vote.

**13.5 Declaration of chairperson conclusive**

A declaration by the chairperson that a resolution is carried by the requisite majority is conclusive evidence of that fact unless a poll is demanded in accordance with clause 13.6.

**13.6 Right to demand poll**

At a meeting of Shareholders a poll may be demanded by:

- (a) a Shareholder; or
- (b) the chairperson.

For the purposes of this clause, the instrument appointing a proxy to vote at a meeting of the Company confers authority to demand or join in demanding a poll and a demand by a person as proxy for a Shareholder has the same effect as a demand by the Shareholder.

**13.7 Time of demand for poll**

A poll may be demanded either before or after the vote is taken on a resolution. The demand for a poll may be withdrawn.



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**13.8 Timing of poll**

The chairperson may determine the time and manner in which a poll is to be taken and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

**13.9 Counting of votes on poll**

If a poll is taken, votes must be counted according to each Shareholder present in person or by Representative and voting.

**13.10 Votes of joint holders**

Where two or more persons are registered as the holder of a Share, the vote of the person named first in the Share register and voting on a matter must be accepted to the exclusion of the votes of the other joint holders.

**13.11 Validity of votes**

In the case of any dispute as to the admission or rejection of a vote the chairperson shall determine the same and such determination made in good faith shall be conclusive.

**13.12 No vote if amounts unpaid**

No Shareholder shall be entitled to vote at any meeting in respect of Shares on which any call or other money are due and unpaid.

**14 PROXIES AND CORPORATE REPRESENTATIVES**

**14.1 Proxies permitted**

A Shareholder may exercise the right to vote either by being present in person or by proxy. A proxy for a Shareholder is entitled to attend and be heard at a meeting of Shareholders as if the proxy were the Shareholder.

**14.2 Form of proxy**

A proxy must be appointed by notice in writing signed by the Shareholder and the notice must state whether the appointment is for a particular meeting or a specified term.

**14.3 Lodging proxy**

No proxy is effective in relation to a meeting unless the proxy form is produced before the start of the meeting.

**14.4 Validity of proxy vote**

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or mental disorder of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in

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respect of which the proxy is given, if no written notice of such death, mental disorder, revocation, or transfer has been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

**14.5 Corporate representatives**

A body corporate which is a Shareholder may appoint a Representative to attend a meeting of Shareholders on its behalf in the same manner as that in which it could appoint a proxy. A corporate Representative shall have the same rights and powers as if the Representative were a proxy.

**15 MINUTES OF SHAREHOLDER MEETINGS**

The Board must ensure that minutes are kept of all proceedings at meetings of Shareholders. Minutes which have been signed correct by the chairperson are prima facie evidence of the proceedings.

**16 SHAREHOLDER PROPOSALS**

**16.1 Notice to the Board**

A Shareholder may give written notice to the Board of a matter the Shareholder proposes to raise for discussion or resolution at the next meeting of Shareholders at which the Shareholder is entitled to vote.

**16.2 Notice to Shareholders at Company's expense**

If the notice is received by the Board not less than 20 Business Days before the last day on which notice of the relevant meeting of Shareholders is required to be given by the Board, the Board must, at the expense of the Company, give notice of the Shareholder proposal and the text of any proposed resolution to all Shareholders entitled to receive notice of the meeting.

**16.3 Notice to Shareholders at proposing Shareholder's expense**

If the notice is received by the Board not less than five Business Days and not more than 20 Business Days before the last day on which notice of the relevant meeting of Shareholders is required to be given by the Board, the Board must, at the expense of the Shareholder, give notice of the Shareholder proposal and the text of any proposed resolution to all Shareholders entitled to receive notice of the meeting.

**16.4 Late notice**

If the notice is received by the Board less than five Business Days before the last day on which notice of the relevant meeting of Shareholders is required to be given by the Board, the Board must, if practicable, and at the expense of the Shareholder, give notice of the Shareholder proposal and the text of any proposed resolution to all Shareholders entitled to receive notice of the meeting.

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**16.5 Proposing Shareholder's right to give written statement**

If the Directors intend that Shareholders may vote on the proposal they must give the proposing Shareholder the right to include in or with the notice given by the Board a statement of not more than 1,000 words prepared by the proposing Shareholder in support of the proposal, together with the name and address of the proposing Shareholder.

**16.6 Defamatory, frivolous or vexatious statements**

The Board is not required to include in or with the notice given by the Board:

- (a) any part of a statement prepared by a Shareholder which the Directors consider to be defamatory (within the meaning of the Defamation Act 1992), frivolous, or vexatious; or
- (b) any part of a proposal or resolution prepared by a Shareholder that the directors consider to be defamatory (within the meaning of the Defamation Act 1992).

**16.7 Deposit of costs by proposing Shareholder**

Where the costs of giving notice of the Shareholder proposal and the text of any proposed resolution are required to be met by the proposing Shareholder, the proposing Shareholder must, on giving notice to the Board, deposit with the Company or tender to the Company a sum sufficient to meet those costs.

**17 APPOINTMENT AND REMOVAL OF DIRECTORS**

**17.1 Number**

The number of Directors is three.

**17.2 Initial Directors**

On incorporation of the Company the persons named in the Application for Registration of the Company as the first Directors of the Company shall be deemed to have been appointed pursuant to this Constitution.

**17.3 Appointment and removal**

Each Shareholder may by notice in writing to the Company:

- (a) appoint such number of Directors as is specified in the Shareholders' Agreement and Trust Deed; and
- (b) remove and replace any Director appointed by that Shareholder.

**17.4 Vacation of office**

A Director shall cease to hold office as a Director if the Director:

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- (a) becomes bankrupt or makes an arrangement or compromise with the Director's creditors generally;
- (b) becomes disqualified from being a Director pursuant to section 151 of the Act;
- (c) resigns from office by notice in writing to the Company; or
- (d) is removed from office pursuant to this Constitution or the Act.

**18 ALTERNATE DIRECTORS**

**18.1 Appointment**

Each Director may from time to time appoint any person to be the Director's Alternate Director. No Director may appoint a deputy or agent otherwise than by way of appointment of an Alternate Director.

**18.2 Form of appointment and removal**

Any appointment or removal of an Alternate Director must be by notice in writing to the Company signed by the relevant Director and countersigned by or on behalf of the Shareholder who appointed the relevant Director.

**18.3 Rights of Alternate Director**

Each Alternate Director will be entitled to:

- (a) receive notices of all meetings of the Board if the Alternate Director is in New Zealand and the Director for whom the Alternate Director is alternate is known to be either outside of New Zealand or otherwise unavailable to attend meetings;
- (b) attend and vote at any such meeting at which the Director for whom the Alternate Director is alternate is not personally present; and
- (c) in the absence of the Director who appointed the Alternate Director, perform all the functions, and exercise all the powers, of that Director.

**18.4 Remuneration and expenses**

Each Alternate Director's:

- (a) remuneration (if any) must be paid by the Director who appointed the Alternate Director; and
- (b) expenses incurred in attending meetings of the Directors and otherwise in relation to the discharge of duties will be paid by the Company.

**18.5 Cessation of appointment**

An Alternate Director will cease to be an Alternate Director:



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- (a) if the Director who appointed the Alternate Director ceases to be a director or revokes the appointment; or
- (b) on the occurrence of any event relating to the Alternate Director which, if the Alternate Director were a Director, would disqualify the Alternate Director from being a Director.

**19 POWERS OF DIRECTORS**

**19.1 Management of Company**

The business and affairs of the Company shall be managed by, or under the direction or supervision of, the Board.

**19.2 Exercise of powers by Board**

The Board may exercise all the powers of the Company which are not required, either by the Act or this Constitution, to be exercised by the Shareholders.

**19.3 Delegation of powers**

The Board may delegate to a committee of Directors, a Director, an employee of the Company, or to any other person, any one or more of its powers, other than a power set out in the Second Schedule to the Act.

**19.4 Appointment of attorney**

The Company may exercise the power conferred by section 181 of the Act to appoint a person as its attorney, either generally or in relation to a specified matter. Any such power of attorney may contain such provisions for the protection of persons dealing with the attorney as the Board thinks fit, and may also authorise any attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

**19.5 Ratification by Shareholders**

Subject to the provisions of section 177 of the Act (relating to ratification of directors' actions) the Shareholders, or any other person in whom a power is vested by this Constitution or the Act, may ratify the purported exercise of that power by a Director or the Board in the same manner as the power may be exercised. The purported exercise of a power that is ratified under this clause is deemed to be, and always to have been, a proper and valid exercise of that power.

**20 PROCEEDINGS OF THE BOARD**

**20.1 Methods of holding meetings**

A meeting of the Board may be held either:

- (a) by a number of the Directors who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or



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- (b) by means of audio, or audio and visual, communication by which all the Directors participating and constituting a quorum can simultaneously hear each other throughout the meeting.

**20.2 Notice of meeting**

A Director or, if requested by a Director to do so, an employee of the Company approved by the Board for this purpose, may convene a meeting of the Board. Notice of a meeting of Directors must be given to:

- (a) every Director who is in New Zealand; and
- (b) any Alternate Director who is in New Zealand who is an alternate of a Director who is known to be either outside of New Zealand or otherwise unavailable to attend the meeting.

**20.3 Waiver of irregularity**

An irregularity in a notice of meeting is waived if all the Directors entitled to receive notice of the meeting attend or participate in the meeting without protest as to the irregularity or if all Directors entitled to receive notice of the meeting agree to the waiver.

**20.4 Quorum**

A quorum for a meeting of the Board requires at least one Director appointed by each Shareholder to be present.

**20.5 Insufficient number of Directors**

The Directors may act notwithstanding any vacancy in their body, but if and for so long as a Shareholder has no Director appointed by them, the continuing Directors may act for the purpose of summoning a meeting of Shareholders, but for no other purpose.

**20.6 Chairperson**

The Directors may elect one of their number as chairperson of the Board and determine the period for which the chairperson is to hold office. If the chairperson cannot attend any particular meeting, the chairperson may designate another person (who must be a Director or an Alternate Director) to act in the chairperson's place. If no chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for the commencement of the meeting and the chairperson has not designated another person to act in his or her place, the Directors present may choose one of their number to be chairperson of the meeting.

**20.7 Votes**

Every Director has one vote. In the case of an equality of votes, the chairperson will not have a casting vote. A resolution of the Board is passed if it is agreed to by all Directors present without dissent or a majority of the votes cast on it are in favour of it. A Director present at a meeting of the Board is presumed to have agreed to, and to have voted in

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favour of, a resolution of the Board unless that Director expressly dissents or expressly abstains from voting on, or votes against, the resolution. A Director may exercise a vote for any absent Director appointed by the same Shareholder.

**20.8 Resolutions in writing**

A resolution in writing, signed or assented to by all Directors is as valid and effective as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents (including facsimile or other similar means of communication) in like form, each signed or assented to by one or more Directors.

**20.9 Minutes**

The Board must ensure that minutes are kept of all proceedings at meetings of the Board.

**20.10 Rights of and representative for Ahuriri Hapū PSGE**

- (a) The provisions of this clause 20.10 apply while the Crown is a Shareholder, despite anything in the preceding subclauses of this clause 20.
- (b) Unless and until the Ahuriri Hapū PSGE is entitled as a Shareholder to appoint a Director:
  - (i) the Ahuriri Hapū PSGE must be given the same notice of the meeting or the proposal to pass the resolution as is given to each Director; and
  - (ii) the Ahuriri Hapū PSGE is to be given the opportunity, through a representative, to attend and speak at the meeting or comment on the resolution before it is passed (but not vote); and
  - (iii) unless the Ahuriri Hapū PSGE has consented in writing, no irregularity in notice of the meeting can be waived.
- (c) In this clause 20.10, Ahuriri Hapū PSGE means the trustees of the Mana Ahuriri Trust.

**20.11 Other procedures**

Except as set out in this clause 20, the Board may regulate its own procedure. The provisions of the Third Schedule of the Act shall not apply to proceedings of the Board except to the extent that those provisions are included in this Constitution.

**21 DIRECTORS' INTERESTS**

**21.1 Disclosure of Interests**

A Director shall comply with the provisions of section 140 of the Act (relating to disclosure of Interest of directors) but failure to comply with that section does not affect the operation of clause 21.2.

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**21.2 Personal involvement of Directors**

Notwithstanding any rule of law or equity to the contrary, but subject to sections 107(3) and 141 of the Act (relating to avoidance of transactions in which a Director is Interested) and section 199(2) of the Act (prohibiting a director from acting as auditor of a company), a Director may:

- (a) contract with the Company in any capacity;
- (b) be a party to any transaction with the Company;
- (c) have any direct or indirect personal involvement or Interest in any transaction or arrangement to which the Company is a party or in which it is otherwise directly or indirectly interested or involved;
- (d) become a Director or other officer of, or otherwise Interested in, any company promoted by the Company or in which the Company may be directly or indirectly interested as a shareholder or otherwise; and
- (e) retain any remuneration, profit or benefits in relation to any of the foregoing,

and no contract or arrangement of any kind referred to in this clause may be avoided by reason of a Director's Interest.

**21.3 Interested Directors may vote**

A Director who is Interested in a transaction entered into, or to be entered into, by the Company may:

- (a) vote on any matter relating to the transaction;
- (b) attend a meeting of the Board at which any matter relating to the transaction arises and be included among the Directors present at the meeting for the purposes of a quorum;
- (c) sign a document relating to the transaction on behalf of the Company; and
- (d) do any other thing in his or her capacity as a Director in relation to the transaction,

as if the Director were not Interested in the transaction.

**22 DIRECTORS' REMUNERATION AND OTHER BENEFITS**

**22.1 Remuneration and benefits**

The Board may exercise the power conferred by section 161 of the Act to authorise any payment or other benefit of the kind referred to in that section.



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**22.2 Expenses**

Each Director is entitled to be paid for all reasonable travelling, accommodation and other expenses incurred by the Director in connection with the Director's attendance at meetings or otherwise in connection with the Company's business.

**23 INDEMNITY AND INSURANCE FOR DIRECTORS AND EMPLOYEES**

**23.1 Indemnity for Directors**

Every Director shall be indemnified by the Company for any costs referred to in section 162(3) of the Act and any liability or costs referred to in section 162(4) of the Act.

**23.2 Indemnities and insurance**

In addition to the indemnity set out in clause 23.1, the Company may:

- (a) indemnify a Director or employee of the Company or a related company for any costs referred to in section 162(3) of the Act;
- (b) indemnify a Director or employee of the Company or a related company in respect of any liability or costs referred to in section 162(4) of the Act; and
- (c) effect insurance for a Director or employee of the Company or a related company in respect of any liability or costs referred to in section 162(5) of the Act.

**23.3 Interpretation**

Words given extended meanings by section 162(9) of the Act have those extended meanings in this clause.

**24 DIVIDENDS**

**24.1 Power to authorise**

The Board may, subject to the Act and this Constitution, authorise the payment of dividends by the Company at times, and of amounts, and in such form as it thinks fit and may do everything which is necessary or expedient to give effect to the payment of such dividends. Prior to authorising the payment of a dividend, the Board must be satisfied on reasonable grounds that the Company will immediately after payment of the dividend satisfy the solvency test.

**24.2 Method of payment**

Any dividend or other money payable to a Shareholder may be paid by cheque sent through the post to the registered address of the Shareholder or in any other manner determined by the Board and directed by the person entitled to the payment. In the case of joint Shareholders, cheques may be sent to the registered address of the person first named on the register.



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**24.3 Deductions**

The Board may deduct from dividends payable to any Shareholder in respect of any Shares any:

- (a) unpaid calls, instalments or other amounts, and any interest payable on such amounts, relating to the specific Shares; and
- (b) amounts the Company may be called upon to pay under any legislation in respect of the specific Shares.

**24.4 Entitlement date**

Dividends and other distributions or payments to Shareholders will be payable to the persons who are registered as Shareholders on an entitlement date fixed by the Board.

**24.5 Unclaimed dividends**

Dividends or other monetary distributions unclaimed for one year after having been authorised may be used for the benefit of the Company until claimed. All dividends or other monetary distributions unclaimed for five years after having been authorised may be forfeited by the Board for the benefit of the Company. The Board may, nevertheless, agree to pay a claimant who produces evidence of entitlement.

**25 NOTICES**

**25.1 Method of service**

All notices, reports, accounts or documents required to be sent to a Shareholder shall be sent in the manner set out in section 391 of the Act. Notices to any other person shall be sent in the same manner as if that person was a Shareholder.

**25.2 Joint holders**

A notice may be given by the Company to the joint holders of a Share in the Company by giving the notice to the joint holder named first in the Share register in respect of the Share.

**26 INSPECTION OF RECORDS**

Except as provided in the Act or unless the Board determines otherwise in any particular case, no Shareholder shall be entitled to:

- (a) inspect any records, books, papers, correspondence or documents of the Company; or
- (b) require or receive any information concerning the Company's business, trading or customers, or any trade secret or secret process of or used by the Company.



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**27 LIQUIDATION**

**27.1 Distribution of surplus**

Subject to the rights of any Shareholders and to clauses 27.2 and 27.3, upon the liquidation of the Company the surplus assets of the Company (if any) must be distributed pro rata among the Shareholders. If any Shareholder's Shares are not fully paid up the liquidator of the Company may require those Shares to be fully paid up before the Shareholder receives any distribution of the surplus assets of the Company in respect of those Shares.

**27.2 Distribution in kind**

With the approval of the Shareholders by Ordinary Resolution, the liquidator of the Company may divide amongst the Shareholders in kind the whole or any part of the assets of the Company (whether or not they are of the same kind) and for that purpose the liquidator may:

- (a) attribute values to assets as the liquidator considers appropriate; and
- (b) determine how the division will be carried out as between the Shareholders or different Classes of Shareholders.

**27.3 Trusts**

With the approval of the Shareholders by Ordinary Resolution, the liquidator may vest the whole or any part of any surplus assets of the Company in trustees upon trust for the benefit of Shareholders. The liquidator may determine the terms of the trust.

**28 METHOD OF CONTRACTING**

**28.1 Deeds**

A deed which is to be entered into by the Company may be signed on behalf of the Company, by:

- (a) two or more Directors; or
- (b) two or more attorneys appointed by the Company.

**28.2 Other written contracts**

An obligation or contract which is required by law to be in writing, and any other written obligation or contract which is to be entered into by the Company, may be signed on behalf of the Company by a person acting under the express or implied authority of the Company.

**28.3 Other obligations**

Any other obligation or contract may be entered into on behalf of the Company in writing or orally by a person acting under the express or implied authority of the Company.

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6.1: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: CONSTITUTION

**SCHEDULE 1 – CERTIFICATION OPTIONS**

This document is the Constitution of Kaweka Gwavas Forestry Company Limited as adopted by the Company by Special Resolution passed on the [ ] day of [ ] 20[ ].

Certified as the Constitution of the Company.

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Authorised Person

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**6.2 SHAREHOLDERS' AGREEMENT AND TRUST DEED**

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6.2: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: SHAREHOLDERS'  
AGREEMENT AND TRUST DEED

# Shareholders' Agreement and Trust Deed

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Her Majesty the Queen in right of New Zealand

Kaweka Gwavas Forestry Company Limited

The Trustees of the Heretaunga Tamatea Settlement Trust

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**6.2: KAWEKA GWAVAS FORESTRY COMPANY LIMITED: SHAREHOLDERS'  
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Date:

**PARTIES**

Her Majesty the Queen in right of New Zealand by the Minister for Treaty of Waitangi Negotiations and the Minister for Maori Development (*Crown*)

Kaweka Gwavas Forestry Company Limited (*Company Trustee*)

The Trustees of the Heretaunga Tamatea Settlement Trust, established by trust deed dated 30 June 2015 (*Heretaunga Tamatea PSGE*)

**BACKGROUND**

- A The Company Trustee has been established by the Crown and the Heretaunga Tamatea PSGE to act as the corporate trustee of a trust holding the Kaweka Forest and Gwavas Forest (and related property) for the benefit of the Beneficiaries on the terms and conditions set out in this Deed.
- B The Crown, the Company Trustee, and the Heretaunga Tamatea PSGE wish to record the terms and conditions under which the Trust is constituted and is to be administered.
- C The Crown and the Heretaunga Tamatea PSGE also wish to record in this Deed certain agreed terms relating to the management of the Trust, the Trust's property and the Company Trustee.

**OPERATIVE PART**

**1 INTERPRETATION**

**1.2 Defined terms - generally**

In this Deed, unless the context otherwise requires:

*Accumulated Rentals* means accumulated rentals relating to the Kaweka Forest Land and Gwavas Forest Land held, prior to settlement on this Trust, under the terms of the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989.

*Ahuriri Hapū PSGE* means the post-settlement governance entity for the Ahuriri Hapū.

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*Asset* means each Settlement Asset and any other security, money, property (whether tangible or intangible), right or income of the Trust.

*Auditor* means the Person for the time being holding the office of auditor of the Trust.

*Authorised Investment* means any of the Settlement Assets and any other property of any nature whatsoever, whether in New Zealand or elsewhere.

*Beneficial Interest* means a percentage share in the total beneficial entitlement of all Beneficiaries in the Trust, being:

- (a) at Settlement, one of the Initial Beneficial Interests; and
- (b) during the Crown Initial Period, subject to adjustment of the Crown's Beneficial Interest under paragraph 6 of Schedule 1 in the event of transfer, to the Ahuriri Hapū PSGE, of part or all of the Crown Beneficial Interest; and
- (c) from the earlier of the end of the Crown Initial Period and the date upon which the Crown ceases to be a Beneficiary, one of the Beneficial Interests recorded in the Beneficial Interest Register.

*Beneficial Interest Register* means the register of Beneficiaries in the Trust maintained pursuant to clause 11.

*Beneficiary* means each Person for the time being registered in the Beneficial Interest Register under the provisions of this Deed as the holder of a Beneficial Interest and:

- (a) as at the date of this Deed, means the Heretaunga Tamatea PSGE and the Crown to whom the Initial Beneficial Interests are issued under clause 6 and 7; and
- (b) includes Persons jointly registered.

*Borrow* means borrow money, or to raise money by way of the drawing, acceptance, discount or sale of bills of exchange or promissory notes or other financial instruments or otherwise howsoever in any currency, and *Borrowing* and *Borrowed* have a corresponding meaning.

*Business Day* has the same meaning as in the Deed of Settlement.

*Crown Beneficial Interest* means the Initial Beneficial Interest issued to the Crown on the Settlement provided that:

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- (a) on transfer of part or all of the Crown Beneficial Interest in accordance with paragraph 6 of Schedule 1, that part or all (as the case may be) will cease to be Crown Beneficial Interest and will become an ordinary Beneficial Interest; and
- (b) on redemption of any residue of the Crown Initial Beneficial Interest in accordance with paragraph 8 of Schedule 1, that residue Beneficial Interest will cease to exist.

*Crown Forestry Licence* has the meaning given to it in section 2 of the Crown Forest Assets Act 1989.

*Crown Initial Period* means the period of 8 years beginning on the Settlement Date.

*Date of Termination* means the date of termination of the Trust determined in accordance with clause 25.

*Deed* means this Shareholders' Agreement and Trust Deed.

*Deed of Settlement* means the deed dated 26 September 2015 between the Crown and the Heretaunga Tamatea PSGE in relation to the settlement of certain historical claims.

*Distribution* means, in relation to a Beneficial Interest, the amount of capital or income to be distributed from the Trust Fund to a Beneficiary in respect of such Beneficial Interest.

*Extraordinary Resolution* has the meaning given to it in clause 22.2(b).

*Financial Year* means a period of 12 months ending on 31 March (or such other date as the Company Trustee determines) in each year (or the Date of Termination of the Trust, if earlier) and includes the period commencing on the date of this Deed and ending on the succeeding 31 March.

*Future Treaty Settlement* means a future settlement of historical claims relating to the Treaty of Waitangi between an iwi or group of iwi and the Crown.

*Gross Asset Value* means such sum as is ascertained and fixed by the Company Trustee being the aggregate of:

- (a) the Market Value of the Assets of the Trust;
- (b) any income accrued or payable in respect of the Assets of the Trust but not included in such Market Value.

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*Gwavas Forest Land* means the property described as Gwavas in Part 3 of the Property Redress Schedule of the Deed of Settlement.

*Initial Beneficial Interests* means the Beneficial Interests to be created in accordance with clause 6 and 7.

*Kaweka Forest Land* means the property described as Kaweka in Part 3 of the Property Redress Schedule of the Deed of Settlement.

*Liability* means each liability of the Company Trustee in respect of the Trust (other than to Beneficiaries in their capacity as Beneficiaries under this Deed) which would be classified as such by NZ GAAP but does not include a contingent liability except to the extent that the Company Trustee decides it is appropriate to make an allowance for such contingent liability.

*Major Transaction* means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, assets the value of which is more than half the Gross Asset Value of the Trust before the acquisition; or
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, assets the value of which is more than half the Gross Asset Value of the Trust before the disposition; or
- (c) a transaction that has or is likely to have the effect of the Trust acquiring rights or interests or incurring obligations or liabilities, including contingent liabilities, the value of which is more than half the Gross Asset Value of the Trust before the transaction.

provided that nothing in paragraph (b) or paragraph (c) of the definition of Major Transaction applies to:

- (a) the entry into this Trust Deed or the Settlement; or
- (b) by reason only of the Trust giving, or entering into an agreement to give, a charge secured over Assets of the Trust the value of which is more than half the value of the Assets of the Trust for the purpose of securing the repayment of money or the performance of an obligation.

(In assessing the value of any contingent liability for the purposes of paragraph (c) of this definition of Major Transaction:

- (a) regard must be had to all circumstances that the Company Trustee knows, or ought to know, affect, or may affect, the value of the contingent liability;



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- (b) reliance may be placed on estimates of the contingent liability that are reasonable in the circumstances; and
- (c) account may be taken of:
  - (i) the likelihood of the contingency occurring; and
  - (ii) any claim the Company Trustee is entitled to make and can reasonably expect to be met to reduce or extinguish the contingent liability.)

*Market Value* means the fair market value of any Asset as determined by the Company Trustee.

*New Zealand unit* has the meaning given in section 4(1) of the Climate Change Response Act 2002.

*NZ GAAP* means generally accepted accounting practice as defined in Section 3 of the Financial Reporting Act 1993.

*Person* includes a natural person, a company, a corporation, a corporation sole, a firm, a unit trust, a government or a body of persons (whether corporate or unincorporate).

*Settlement* means the settlement on the Company Trustee on the terms of this Trust described in clause 3.2.

*Settlement Asset* means each item of property that is the subject of the Settlement.

*Settlement Date* has the same meaning as in the Deed of Settlement.

*Settlement Legislation* has the same meaning as in the Deed of Settlement.

*Trust* means the trusts created by this Deed, which will bear the name Kaweka and Gwavas Forest Trust or such other name as is chosen by Unanimous Resolution of the Beneficiaries.

*Trust Fund* means the property for the time being held by the Company Trustee under the Trust and includes, for the time being following the Settlement, the Settlement Assets.

*Unanimous Resolution* has the meaning given to it in clause 22.2(a).

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**1.2 Defined terms relating to Crown Beneficial Interest and Crown Initial Period**

Certain defined terms relating to Crown Beneficial Interest and Crown Initial Period are defined in paragraph 1.1 of Schedule 1.

**1.3 Interpretation**

In this Deed, unless the context otherwise requires, references to:

- (a) clauses, sub-clauses, paragraphs and schedules are to clauses, sub-clauses, paragraphs and schedules to this Deed;
- (b) any legislation includes a modification and re-enactment of, legislation enacted in substitution for and a regulation, order-in-council and other instrument from time to time issued or made under, that legislation;
- (c) the singular includes the plural and vice versa;
- (d) a person that comprises the trustees of a trust or members of another single collective body means those trustees or members acting jointly and treated as if a single person; and
- (e) parties to this Deed includes their successors and permitted assigns.

The Table of Contents to and headings in this Deed are used for convenience only and do not affect its interpretation in any way.

**2 ESTABLISHMENT OF COMPANY TRUSTEE AND SHAREHOLDERS'  
AGREEMENT**

**2.1 Establishment of Company Trustee**

The Crown and the Heretaunga Tamatea PSGE have established the Company Trustee to acquire and hold the Kaweka Forest Land and Gwavas Forest Land as trustee of the Trust.

**2.2 Role of Trustee Company**

Unless the Beneficiaries decide otherwise by Unanimous Resolution, the Company Trustee cannot undertake any activities other than acting as trustee of the Trust in accordance with this Deed.

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**2.3 Restrictions during Crown Initial Period**

During the Crown Initial Period, the consent of the Crown is required under paragraph 9 of Schedule 1 before the Company Trustee takes certain actions.

**2.4 Agreement of shareholders of Company Trustee**

As shareholders of the Company Trustee, the Beneficiaries agree that:

- (a) each shareholder has one vote per share held by the shareholder on any shareholder resolution; and
- (b) the Heretaunga Tamatea PSGE has the right to appoint two directors and the Crown (or the Ahuriri Hapū PSGE if the Crown has transferred its Beneficial Interest to the Ahuriri Hapū PSGE) has the right to appoint one director; and
- (c) no shareholder can transfer their shares in the Company Trustee except –
  - (i) in the case of a transfer by the Crown to the Ahuriri Hapū PSGE; and
  - (ii) where required by paragraph 1 of Schedule 2; or
  - (iii) with the unanimous consent of the other shareholders and subject to such conditions as the other shareholders may impose, including the execution by the transferee of a deed under which the transferee binds itself to compliance with the terms of this Deed; and
- (d) except with the unanimous approval of the shareholders (and without prejudice to the Crown's rights under clause 2.3 and paragraph 9 of Schedule 1) –
  - (i) the Company Trustee cannot undertake any activities other than acting as trustee of the Trust; and
  - (ii) the Company Trustee cannot issue any shares or options over shares; and
  - (iii) the constitution of the Company Trustee cannot be amended; and
- (e) during the Crown Initial Period, the Ahuriri Hapū PSGE will, except to the extent entitled as a shareholder to appoint a director, have the right

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to have a representative to receive notice of and attend and speak, but not vote, at any meeting of directors of the Company Trustee.

**3 THE TRUST**

**3.1 Appointment of Company Trustee**

The Company Trustee is appointed as the trustee of the Trust and agrees to act as trustee for the Beneficiaries to acquire and hold the Assets of the Trust in trust for the Beneficiaries upon and subject to the terms and conditions contained in this Deed.

**3.2 Kaweka Forest Land, Gwavas Forest Land and Accumulated Rentals**

In accordance with the Deed of Settlement, the Crown will settle on the Company Trustee on the terms of the Trust:

- (a) the Kaweka Forest Land; and
- (b) the Gwavas Forest Land; and
- (c) the Accumulated Rentals relating to each of the Kaweka Forest Land and Gwavas Forest Land.

**3.3 Conditional on Settlement Legislation**

This Deed and the establishment of the Trust are conditional on the Settlement Legislation coming into force.

**3.4 Performance of Deed of Settlement**

The Company Trustee will comply with any obligations on the part of the Company Trustee that are referred to in the Deed of Settlement.

**4 AUTHORISED INVESTMENTS**

**4.1 Investment in Authorised Investments**

The Trust Fund must be invested only in Authorised Investments.

**4.2 Settlement Assets**

The Company Trustee must place the Accumulated Rentals, upon receipt, in a deposit account with a registered bank and withdraw the deposit only to make the distributions required by clause 8.2.

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**4.3 Statement of investment policies and objectives**

- (a) Subject to clause 4.2, the Company Trustee must invest the Trust Fund in accordance with a statement of investment policy and objectives.
- (b) The Company Trustee must develop, and review annually, such statement.

**4.4 Investments for Beneficiaries' benefit**

All investments made on behalf of the Trust shall be held by the Company Trustee as the exclusive property of the Trust, and held exclusively for the benefit of Beneficiaries of the Trust, in accordance with the terms of this Deed.

**4.5 Company Trustee not holding special skill**

Section 13C of the Trustee Act 1956 does not apply to the exercise by the Company Trustee of its powers of investment under this Deed.

**5 NATURE OF BENEFICIAL INTERESTS**

**5.1 Beneficial Interests in the Trust**

The beneficial entitlement of all Beneficiaries in the Trust is divided into, and except as otherwise provided in this Deed the Company Trustee will hold the Assets of the Trust for the Beneficiaries on the basis of, the percentage Beneficial Interests.

**5.2 No interests in specific Assets**

A Beneficial Interest does not confer any interest in any particular Asset of the Trust and no Beneficiary is entitled to require the transfer to such Beneficiary of any of the Assets of the Trust, subject to the rights of the Beneficiaries to distribution of Accumulated Rentals under clause 8.2.

**5.3 No interference in Company Trustee exercise of powers**

Subject to the rights of Beneficiaries created by this Deed and by law, no Beneficiary is entitled to interfere with or question the exercise or non-exercise by the Company Trustee of the powers, authorities or discretions conferred upon the Company Trustee by this Deed or in respect of the Trust.



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**6 CROWN BENEFICIAL INTEREST AND CROWN INITIAL PERIOD**

**6.1 Crown Beneficial Interest**

The Crown will be issued an Initial Beneficial Interest of 33.34% on the Settlement.

**6.2 Application of Schedule 1**

The provisions of Schedule 1 will apply in respect of the Crown Beneficial Interest, the beneficial entitlement of the Crown to Assets of the Trust and the Crown Initial Period notwithstanding any other provision in this Deed.

**7 HERETAUNGA TAMATEA PSGE BENEFICIAL INTEREST**

The Heretaunga Tamatea PSGE will be issued with an Initial Beneficial Interest of 66.66% on the Settlement.

**8 DISTRIBUTIONS OF CAPITAL AND INCOME**

**8.1 Allocation and distribution**

(a) Subject to the following provisions of this clause 8 and other terms of this Deed, the Company Trustee will determine the amount of each Distribution (whether capital or income).

(b) Distributions may be made in cash or by the transfer of an Asset.

**8.2 Distribution of Accumulated Rentals**

(a) The Company Trustee will distribute the Heretaunga Tamatea PSGE's 66.66% share of the Accumulated Rentals, upon receipt, to the Heretaunga Tamatea PSGE.

(b) Under Schedule 1 during the Crown Initial Period, the Crown as holder of the Crown Beneficial Interest is entitled to the remaining 33.34% of the Accumulated Rentals, subject to investment and Distribution as specified in Schedule 1.

**8.3 Distributions of subsequent net income**

(a) Distributions to Beneficiaries of subsequent amounts of net income will be made in accordance with their respective percentage Beneficial Interests.

(b) Notwithstanding clause 8.3(a), under Schedule 1 during the Crown Initial Period, the Crown as holder of the Crown Beneficial Interest is

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entitled to (and only to) the percentage of the net income that reflects the then-level of the Crown's Beneficial Interest, subject to retention in the Trust, adjustment down and Distribution as specified in Schedule 1.

**8.4 Distributions of New Zealand units**

- (a) Distributions to Beneficiaries of New Zealand units will be made in accordance with their respective percentage Beneficial Interests.
- (b) The Company Trustee will determine the timing and amount of any Distribution of New Zealand units.
- (c) Notwithstanding clause 8.4(a) and (b):
  - (i) under Schedule 1 during the Crown Initial Period the Crown as holder of the Crown Beneficial Interest is entitled to (and only to) the percentage of the 33.34% of the New Zealand units, subject to retention in the Trust, adjustment down and Distribution as specified in Schedule 1; and
  - (ii) no Distribution of New Zealand units will be made while the Crown is a Beneficiary.

**8.5 Distribution of capital**

- (a) Distributions to Beneficiaries of amounts of capital will be made in accordance with their respective percentage Beneficial Interests.
- (b) Notwithstanding clause 8.5(a), under Schedule 1 during the Crown Initial Period, the Crown as holder of the Crown Beneficial Interest is entitled to 33.34% of the Kaweka Forest Land and Gwavas Forest Land, subject to retention in the Trust, adjustment and Distribution as specified in Schedule 1.

**8.6 Taxation status of Distributions**

- (a) The Company Trustee will determine:
  - (i) the extent to which any Distribution is or is not a taxable Maori authority distribution; and
  - (ii) the extent to which Maori authority tax credits are attached to any taxable Maori authority distributions.
- (b) The Company Trustee, in exercising its powers under paragraph (a), must endeavour to achieve a fair allocation, between Beneficiaries, of

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taxable and non-taxable amounts and of credits, reflecting the extent to which each Distribution is sourced from taxable income of the Trust.

**8.7 Disclosure of information to tax authorities**

The Company Trustee is authorised to make such disclosure as may be required by the Inland Revenue Department of the details of Beneficiaries, any Distributions of Beneficiaries or any other details or information arising out of the Trust.

**9 TRANSFER OF BENEFICIAL INTERESTS**

**9.1 Transfer requires Unanimous Resolution approval**

A Beneficial Interest in the Trust may only be transferred or charged with the approval of a Unanimous Resolution.

**9.2 Schedule 2 procedure**

The provisions of Schedule 2 apply to any transfer.

**10 REGISTERED HOLDER ABSOLUTE OWNER**

Except as otherwise provided in this Deed, the Company Trustee is entitled to treat the registered Beneficiary of a Beneficial Interest as its absolute owner and accordingly, except as ordered by a court of competent jurisdiction or as required by statute, is not bound to recognise (even upon notice) any equitable or other claim to or interest in the Beneficial Interest on the part of any other Person.

**11 BENEFICIAL INTEREST REGISTER**

**11.1 The Register**

- (a) A Beneficial Interest Register of Beneficiaries must be kept by the Company Trustee in a form and manner approved by the Company Trustee.
- (b) The Company Trustee may appoint a person to keep the Beneficial Interest Register on its behalf.
- (c) Such Beneficial Interest Register may take the form of a computer printout or any other computer based information storage and retrieval system compiled in a manner approved by the Company Trustee and

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such approved printout or system is deemed to be the Beneficial Interest Register.

**11.2 Details to be entered into Register**

There must be entered in the Beneficial Interest Register:

- (a) the names and addresses of the Beneficiaries;
- (b) the amount of the Beneficial Interest held by each Beneficiary; and
- (c) the date on which each amount of Beneficial Interest was acquired by the relevant Beneficiary.

**11.3 Reliance upon the Register**

The Company Trustee is entitled to rely upon entries in the Beneficial Interest Register as being correct.

**11.4 Inspection**

The Beneficial Interest Register must be open for inspection by any Beneficiary during the business hours of the Beneficial Interest Registrar.

**11.5 No recognition of trusts**

Except as required by law, the Company Trustee shall not be bound to recognise or see to the performance of any trust (express, implied or constructive) or any charge, pledge, or equity to which any of the Beneficial Interests or any interest therein are or may be subject, or to recognise any Person as having any interest in any Beneficial Interest except for the Person recorded in the relevant Beneficial Interest Register as the Beneficiary, and accordingly no notice of any trust (whether express, implied or constructive), charge, pledge or equity shall be entered upon the Beneficial Interest Register.

**12 MANAGEMENT**

**12.1 Company Trustee's duties**

Subject to the provisions of this Deed (including in particular clause 12.2 and Schedule 1), the Trust is to be managed and administered by the Company Trustee and without limiting the generality of the foregoing the Company Trustee must:



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- (a) manage the Trust Fund and make all decisions relating to the Assets of the Trust including the investment, reinvestment or realisation of any Asset of the Trust and the exercise of any voting rights associated with any Asset of the Trust;
- (b) make all decisions relating to Borrowing, the terms of such Borrowing and any securities relating thereto;
- (c) determine the terms of all contracts, rights and other matters relating to Assets or Liabilities of the Trust;
- (d) appoint and engage solicitors and other consultants and advisers on such terms as the Company Trustee determines;
- (e) use its best endeavours and skill to ensure that the affairs of the Trust are conducted in a proper and efficient manner;
- (f) use due diligence and vigilance in the exercise and performance of its functions, powers, and duties as Company Trustee;
- (g) account to the Beneficiaries for all money that the Company Trustee receives on behalf of the Trust;
- (h) not pay out, invest, or apply any money belonging to the Trust for any purpose that is not directed by, or authorised in, this Deed; and
- (i) comply with all tax rules applying to the Trust.

**12.2 Land management arrangements**

The Company Trustee will enter into a land management contract or other appropriate arrangement with an appropriate management entity (which could be a wholly-owned subsidiary of the Company Trustee), which will provide that:

- (a) the management entity will prudently manage the Kaweka Forest Land and Gwavas Forest Land; and
- (b) the management entity will manage the relationships with licensees under Crown Forestry Licences (including the management of licence fee reviews).
- (c) nothing can be done that will materially and adversely affect the Crown Beneficial Interest, without the Crown's prior written consent (which may be withheld by the Crown having reasonable regard to the nature of the Crown's beneficial interest in the Trust Fund).



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**12.3 Delegation by Company Trustee**

Notwithstanding clause 12.1, all or any of the powers, authorities, functions and discretions exercisable by the Company Trustee under this Deed may be delegated by the Company Trustee to its officers and employees or to any other Person (including the management entity managing the Kaweka Forest Land and Gwavas Forest Land) nominated by the Company Trustee (other than the Company Trustee) but the Company Trustee remains liable for the acts and omissions of any such officer, employee or Person whether or not the delegate is acting within the terms of its delegated authority.

**12.4 Advisers**

- (a) The Company Trustee may, by resolution in writing, appoint any person as an advisory trustee of the Trust. The advisory trustee shall have the status and powers conferred on advisory trustees by the Trustee Act 1956. The advisory trustee may be removed by the Company Trustee, by resolution in writing, without needing to give a reason.
- (b) In relation to the purchase, sale and other dealings with any Authorised Investments by the Company Trustee, the Company Trustee may determine the time and mode and the consultants, agents, brokers and professional advisers (if any) for the purchase, sale and other dealing.
- (c) Any fee payable to an advisory trustee or other adviser will be determined by the Company Trustee.

**12.5 Major Transactions**

Notwithstanding any other provision in this Deed, the Company Trustee shall not enter into a Major Transaction on behalf of the Trust, unless the transaction is:

- (a) approved by an Extraordinary Resolution of Beneficiaries; or
- (b) contingent on approval by an Extraordinary Resolution of Beneficiaries.

**12.6 Assets in Company Trustee's name**

The Company Trustee shall cause the Assets of the Trust to be vested in the Company Trustee and to be registered in the name of the Company Trustee as soon as reasonably practicable after receipt of the necessary documents



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and must deliver all certificates or other documents of title for safe custody as directed by the Company Trustee.

**12.7 Company Trustee's right to limit liability**

The Company Trustee may, before entering into any transaction, security or liability of the Trust require that its liability is restricted or limited to its satisfaction to the Assets of the Trust for the time being.

**12.8 Company Trustee's settlement powers**

The Company Trustee shall have the power to settle and complete all transactions in respect of the Trust. Subject to the provisions in this Deed and the powers, rights and discretions given to the Company Trustee under this Deed, the Company Trustee shall have all powers, authorities, and discretions which it could exercise if it were the absolute and beneficial owner of the Trust and all the powers, authorities, and discretions necessary to enable it to carry out the purposes of the Trust or otherwise to perform and comply with the obligations and duties under this Deed.

**12.9 Waivers**

The Company Trustee may, whenever it thinks expedient in the interests of the Beneficiaries, waive at any time and on any terms or conditions any breach of the covenants or obligations binding on the Company Trustee under this Deed where such waiver will not, in the opinion of the Company Trustee, be materially prejudicial to the interests of the Beneficiaries.

**12.10 Custodians**

- (a) The Company Trustee may, by resolution in writing, employ a custodian, (including a custodian trustee) or nominee to hold any Asset on such terms as the Company Trustee may determine provided that no such appointment will absolve the Company Trustee from any of its obligations relating to the Assets of the Trust under this Deed or at law.
- (b) The Company Trustee shall cause any such custodian or nominee to comply with all the relevant covenants and obligations on the part of the Company Trustee expressed or implied in this Deed.
- (c) Any fees payable to the custodian or nominee will be determined by the Company Trustee.
- (d) The Company Trustee may remove any custodian or nominee by resolution in writing, without needing to give any reason.

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- (e) The provisions of the Trustee Act 1956 applying to custodian trustees will apply to the custodian or nominee as if the custodian or nominee were a custodian trustee, except as modified or extended as follows:
  - (i) all or any of the Trust Fund may be vested in the custodian or nominee as if the custodian or nominee were sole trustee; and
  - (ii) the portion of that Trust Fund that is from time to time vested in the custodian or nominee is the custodial trust fund, and the provisions of section 50 of the Trustee Act 1956 shall apply as if references in it to the trust property were references to the custodial trust fund.

**12.11 Extent of Company Trustee's powers**

The Company Trustee shall have all powers, authorities, and discretions necessary to enable it to carry out the purposes of the Trust or otherwise to perform and comply with the obligations and duties under this Deed.

**12.12 Voting rights on assets of the Trust**

Except as otherwise expressly provided in this Deed and subject to the provisions of the Trustee Act 1956, all rights of voting conferred by the Assets of the Trust or any of them are to be exercised in such manner as the Company Trustee may determine.

**12.13 Company Trustee's covenants**

Without limiting any duty or obligation of the Company Trustee elsewhere in this Deed, the Company Trustee covenants with the Crown and the Beneficiaries that:

- (a) the Company Trustee will ensure that the Trust is carried on in a proper and efficient manner and in accordance with the provisions of this Deed and will exercise the degree of diligence in carrying out its functions and duties hereunder as may be required under relevant law; and
- (b) the Company Trustee will prepare or cause to be prepared all distributions, cheques, payment instructions or authorities and notices which are to be paid, issued or given pursuant to this Deed; and
- (c) the Company Trustee will make available its records to the Auditor.



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**13 BORROWING**

- (a) The Company Trustee may at any time, and from time to time, if the Company Trustee considers it necessary or desirable to do so, Borrow on behalf of the Trust and to secure such Borrowing upon all or any part or parts of the Trust in such manner as the Company Trustee thinks fit.
- (b) The Company Trustee may at any time, and from time to time, if the Company Trustee considers it desirable, enter into guarantees on behalf of the Trust and to secure such guarantees upon all or any part or parts of the Trust in such manner as the Company Trustee thinks fit.
- (c) Notwithstanding the preceding provisions of this clause 13, no Borrowing may be entered into or guarantee given without the approval of a unanimous resolution of the directors of the Company Trustee.

**14 BANK ACCOUNTS**

A bank account or accounts must be opened and maintained for the Trust. All moneys belonging to the Trust and coming into the hands of the Company Trustee must be paid to the credit of such bank account. The Company Trustee shall determine the Persons authorised to operate such bank accounts.

**15 ASSET RECORDS**

The Company Trustee must keep complete, accurate and separate records of all Assets of the Trust.

**16 REIMBURSEMENT OF EXPENSES**

The Company Trustee is entitled to be reimbursed out of the Trust Fund (whether from income or capital or both) for and in respect of the following items if properly incurred:

- (a) all costs, charges and expenses (including legal and valuation fees) incurred in connection with the formation of the Trust, the preparation and registration of any offer document, the acquisition, registration, custody, disposal of or other dealing with Assets of the Trust, including bank charges, and the expenses of any agents or custodian of the Company Trustee;
- (b) the fees and expenses of the Auditor relating to the audit of the Trust;



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- (c) all taxes, duties and imposts charged to or payable by the Company Trustee (whether by any taxing authority or any other Person) in connection with the Trust or the Assets of the Trust on any account whatsoever;
- (d) interest and other expenses relating to Borrowing and discounts and acceptance and other fees in respect of bill facilities;
- (e) the costs of convening and holding any meeting of Beneficiaries;
- (f) the fees and expenses of any solicitor, barrister, valuer, accountant or other Person from time to time engaged by the Company Trustee in the discharge of its duties under this Deed; or
- (g) any other expenses properly and reasonably incurred by the Company Trustee in connection with carrying out its respective duties under this Deed.

**17 COMPANY TRUSTEE'S DISCRETION AND AUTHORITY**

Except insofar as is otherwise expressly provided in this Deed, the Company Trustee has the absolute and uncontrolled discretion regarding the exercise (and the timing, mode, and manner of exercise) of the powers, authorities and discretions, as regards the Trust, vested in it by this Deed.

**18 BENEFICIARIES BOUND BY THIS DEED**

The terms and conditions of this Deed are for the benefit of and binding on the Crown, the Company Trustee and each Beneficiary and all Persons claiming through them respectively and as if each Beneficiary had been party to and had executed this Deed.

**19 LIMITATION OF LIABILITY OF BENEFICIARIES**

- (a) Except as expressly provided by this Deed no Beneficiary is, by reason alone of being a Beneficiary or by reason alone of the relationship hereby created with the Company Trustee, under any personal obligation to indemnify the Company Trustee or any creditor of the Company Trustee in the event of there being any deficiency of Assets of the Trust as compared with the Liabilities to be met therefrom.
- (b) The rights (if any) of the Company Trustee or of any creditor to seek indemnity are limited to having recourse to the Trust and do not extend to a Beneficiary personally in such Person's capacity as a Beneficiary.



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- (c) On a winding-up of the Trust, no Beneficiary has any liability to contribute to any shortfall in the Trust if the Liabilities of the Trust exceed the Gross Asset Value of the Trust.

**20 ACCOUNTS AND REPORTS**

**20.1 Accounting records**

The Company Trustee must:

- (a) keep or cause to be kept proper records of or relating to the Trust including records of all sales, purchases and other transactions relating to the Assets of the Trust, and the Liabilities of the Trust and issue or transfer of Beneficial Interests;
- (b) keep or cause to be kept true accounts of all sums of money received and expended by or on behalf of the Trust;
- (c) prepare annual consolidated financial statements for the Trust and arrange for the annual financial statements to be audited by the Auditor and filed in accordance with relevant law; and
- (d) send the annual audited consolidated financial statements for the Trust to Beneficiaries not later than five months after the close of the Financial Year together with all documents and reports required by the Financial Reporting Act 1993 to be annexed to or to accompany such accounts.

**20.2 Company Trustee records**

The Company Trustee must also keep or cause to be kept proper records of or relating to the Company Trustee, including financial statements for the Company Trustee and all records required to be maintained in respect of the Company Trustee under company or securities law.

**20.3 Inspection by the Auditor**

The accounting and other records of the Company Trustee in respect of the Trust are open to the inspection of the Auditor. The Auditor is entitled to require from the Company Trustee such information, accounts and explanations as may be necessary for the performance of the duties of the Auditor.

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**21 AUDITOR**

**21.1 Appointment and remuneration**

A Person or firm of chartered accountants selected by the Company Trustee must be appointed Auditor of the Trust. The Company Trustee must determine the services to be performed by the Auditor and their scope. The remuneration of the Auditor shall be determined by the Company Trustee on an arm's length basis.

**21.2 Removal/retirement**

The Auditor may at any time and from time to time be removed by the Company Trustee. The Auditor may retire upon giving the Company Trustee 6 months' notice in writing.

**21.3 New appointment**

Any vacancy in the office of Auditor must be filled by the Company Trustee appointing a Person or firm of chartered accountants to be Auditor qualified under section 461E of the Financial Markets Conduct Act 2013.

**22 MEETINGS OF BENEFICIARIES AND DIRECTIONS TO COMPANY TRUSTEE**

**22.1 Meetings**

- (a) The Company Trustee or any Beneficiary can convene a meeting of the Beneficiaries by giving notice to all the Beneficiaries and the Company Trustee.
- (b) During the Crown Initial Period, the Ahuriri Hapū PSGE will, except to the extent entitled as a Beneficiary to attend, have the right to have a representative receive notice of and attend and speak, but not vote, at any meeting of Beneficiaries.

**22.2 Unanimous and Extraordinary Resolutions**

- (a) The expression "Unanimous Resolution" means a resolution passed at a meeting duly convened and carried at such meeting, upon a show of hands or, if a poll is duly demanded upon a poll, by an affirmative vote of all of the Beneficiaries.
- (b) The expression "Extraordinary Resolution" means a resolution passed at a meeting duly convened and carried by a majority of not less than 75% of the Beneficiaries voting at such meeting upon a show of hands

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or, if a poll is duly demanded, by a majority consisting of not less than 75% of the votes given on such poll.

**22.3 Powers exercisable by Unanimous Resolution**

A meeting of Beneficiaries has the following powers exercisable by Unanimous Resolution:

- (a) to sanction any alteration, release, modification, waiver, variation or compromise or any arrangement in respect of the rights of the Beneficiaries howsoever such rights arise;
- (b) to assent to any alteration, modification of, variation, or addition to the provisions contained in this Deed or any deed supplemental thereto or the conditions attaching to the Beneficial Interests and to authorise the Company Trustee to concur in and execute any supplemental Deed or other document embodying any such alteration or addition;
- (c) to give any sanction, assent, release or waiver of any breach or default by the Company Trustee under any of the provisions of this Deed;
- (d) to discharge, release or exonerate the Company Trustee from all liability in respect of any act of commission or omission for which the Company Trustee has or may become responsible under this Deed;
- (e) to appoint a new Company Trustee if a vacancy arises in the office of Company Trustee;
- (f) to sanction any variation to the Authorised Investments of the Trust;
- (g) to give such directions to the Company Trustee as they think proper concerning the Trust being directions that are consistent with this Deed; and
- (h) to direct the removal of the Company Trustee of the Trust.

**22.4 Resolutions bind all Beneficiaries**

- (a) An Extraordinary Resolution or Unanimous Resolution passed at a meeting of the Beneficiaries duly convened is binding upon all Beneficiaries present or not present at the meeting. Each of the Beneficiaries and the Company Trustee is bound to give effect to such Extraordinary or Unanimous Resolution accordingly.
- (b) The passing of any such resolution shall as between the Company Trustee and the Beneficiaries be conclusive evidence that the

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circumstances justify the passing of the resolution, the intention being that it will rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

**22.5 Written resolutions**

- (a) A resolution in writing signed by not less than 75% of Beneficiaries who together hold not less than 75% of the votes entitled to be cast on that resolution is as valid as if it had been passed at a meeting of Beneficiaries. However, for the avoidance of doubt, a resolution in writing cannot be a Unanimous Resolution unless signed by all the Beneficiaries.
- (b) Any resolution in writing under this clause may consist of one or more documents in similar form (including letters, facsimiles, electronic mail, or other similar means of communication) each signed or assented to by or on behalf of one or more of the Beneficiaries referred to in clause 22.5(a).
- (c) Within five Business Days of a resolution in writing being passed under this clause 22.5, the Company Trustee must send a copy of the resolution to every Beneficiary who did not sign the resolution or on whose behalf the resolution was not signed.

**23 NOTICES TO BENEFICIARIES**

**23.1 Notice of meetings**

A minimum 14 days' notice of every meeting of Beneficiaries must be given to every Beneficiary (and the Ahuriri Hapū PSGE's representative (if eligible under clause 22.1(b) to attend)) by sending it addressed to the Beneficiary (or representative) at their registered address by ordinary, prepaid post or airmail.

**23.2 Other notices**

In any other case a notice may be given under this Deed to any Beneficiary personally by leaving it at the Beneficiary's registered address or by sending it addressed to the Beneficiary at the Beneficiary's registered address by ordinary, prepaid post, airmail or facsimile, or by advertisement with the prior written approval of the Company Trustee. A Beneficiary must notify the Company Trustee of any change of the Beneficiary's registered address and the Beneficial Interest Register shall be altered accordingly.



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**23.3 Manner of notice**

Any notice sent by post will be deemed to have been given at the expiration of 48 hours after posting, and in proving service it will be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and posted.

**23.4 Signature of notice**

The signature to any notice to be given by the Company Trustee may be written or printed.

**23.5 Calculation of notice periods**

Where a given number of days' notice or notice extending over any other period is required to be given, neither the day of giving the notice nor the day upon which the notice will expire shall be reckoned in the number of days or other period.

**23.6 Binding nature of notice**

Every Person who by operation of law, by transfer or other means whatsoever becomes entitled to any Beneficial Interest is bound by every notice which, prior to such Person's name and address being entered in the Beneficial Interest Register in respect of the Beneficial Interest, has been given to the Person from whom such Person derives the title to the Beneficial Interest.

**23.7 Receipt of notice**

Any notice or document delivered or sent by post to or left at the registered address for service of any Beneficiary in pursuance of the provisions of this Deed will (notwithstanding that the Beneficiary is then dissolved and whether or not the Company Trustee has notice of such Beneficiary's dissolution) be deemed to have been duly given in respect of such Beneficiary's Beneficial Interest, whether held by such Beneficiary solely or jointly with another Person or Persons, until some other Person is registered in the place of the Beneficiary as the new Beneficiary or joint Beneficiary.





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**24 AMENDMENT TO DEED**

**24.1 Power to change the Deed**

The Company Trustee may at any time make any alteration, modification, variation or addition to the provisions of this Deed (by means of a deed executed by the Company Trustee) in any of the following cases:

- (a) if in the opinion of the Company Trustee the change is made to correct a manifest error or is of a formal or technical nature;
- (b) if in the opinion of the Company Trustee the change:
  - (i) is necessary or desirable for the more convenient, economical or advantageous working, management or administration of the Trust or for safeguarding or enhancing the interests of the Trust or Beneficiaries; and
  - (ii) is not or not likely to become materially prejudicial to the general interests of all Beneficiaries of the Trust;
- (c) the change is authorised by a Unanimous Resolution of all Beneficiaries, at a meeting of Beneficiaries duly convened; or
- (d) if, after a change in any law affecting trusts, a change to this Deed is necessary to make any provision of this Deed consistent with such law.

**24.2 Notice of amendment**

If any amendment is made to this Deed under clause 24.1, the Company Trustee must send a summary of the amendment to the Beneficiaries at the same time as the accounts of the Trust are forwarded to those Beneficiaries.

**25 PERIOD OF THE TRUST**

- (a) The Trust commences on the date of its creation and will continue until whichever of the following occurs first (the *Date of Termination*):
  - (i) the date on which the Beneficiaries determine to terminate the Trust by Unanimous Resolution; and
  - (ii) seventy-eight years from the date of this Deed less one day.
- (b) The period of eighty years from the date of this Deed is the perpetuity period for the purpose of section 6 of the Perpetuities Act 1964.

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**26 PROCEDURE ON WINDING UP**

**26.1 Realisation of Assets**

From and after the Date of Termination and subject to clause 8.5, the Company Trustee must realise the Assets of the Trust as soon as practicable, provided however that the Company Trustee may postpone realisation of all of the Assets of the Trust if it reasonably considers it is in the interests of Beneficiaries to do so. In this circumstance, until such realisation of the Assets of the Trust, the terms of the Trust will continue to apply with such changes as the context may require.

**26.2 Retentions by Company Trustee**

The Company Trustee is entitled to retain out of the Trust such amount that the Company Trustee considers necessary or appropriate to meet all claims and Liabilities (including for this purpose contingent Liabilities) in connection with the Trust or arising out of the liquidation of the Trust including the fees of any agents, solicitors, bankers, accountants, auditors or other Persons whom the Company Trustee may employ in connection with the winding up of the Trust. The Company Trustee is entitled to be indemnified in respect of the foregoing from the moneys or assets retained by the Company Trustee.

**26.3 Application of realisation**

Subject to the retention of any moneys as provided in clause 26.2, the net proceeds of realisation of the Assets of the Trust shall be applied by the Company Trustee as follows:

- (a) first, in payment or retention of all costs, charges, expenses and liabilities incurred and payments made by or on behalf of the Company Trustee and payable from the Trust; and
- (b) secondly, in payment to the Beneficiaries pro rata to the Beneficial Interests held by them in the Trust.

**26.4 Interim distributions**

If in the opinion of the Company Trustee it is expedient to do so the Company Trustee may make interim payments on account of the moneys to be distributed in accordance with clause 26.3.

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**26.5 Receipts**

Each payment can be made only against delivery to the Company Trustee of such form of receipt and discharge as may be required by the Company Trustee.

**26.6 In specie distributions**

- (a) Notwithstanding the preceding subclauses of this clause 26, the Company Trustee may, instead of realising an Asset, transfer the Asset, or shares in the Asset, in specie to one or more of the Beneficiaries (whether separately or as tenants in common in specified shares).
- (b) In particular, the Company Trustee may distribute Assets in specie to the Beneficiaries in accordance with their Beneficial Interests (except to the extent there was a Unanimous Resolution of the Beneficiaries to some other basis of allocation) but on the basis that the Beneficiaries by deed will collectively settle the Assets on a replacement trust to this Trust or transfer the assets to a company the shareholding in which is held by the Beneficiaries in proportion to their respective holdings of Beneficial Interests.
- (c) Each reference in this clause 26 to payment will be interpreted as including reference to such transfer.

**27 RESETTLEMENT**

Subject to clause 8.5, the Company Trustee has the power in its discretion to settle or resettle any or all of the Trust Fund upon trust for the advancement or benefit of the Beneficiaries as the Company Trustee decides, but the settlement or resettlement must not breach the rule against perpetuities.

**28 PAYMENTS TO BENEFICIARIES**

- (a) Any moneys payable by the Company Trustee to a Beneficiary under the provisions of this Deed may be paid by cheque that is crossed "non transferable" and made payable to the Beneficiary or their respective agents or other authorised Persons, or may be credited electronically to any bank account nominated by the Beneficiary.
- (b) If paid by cheque, the moneys may be given or sent through the post to the Beneficiary or their respective agents or other authorised Persons.
- (c) Payment of every cheque, if duly presented and paid, and in respect of direct credits, the giving by the Company Trustee of the encoded

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payment instructions to the paying bank, will be due satisfaction of the moneys payable and will be good discharge to the Company Trustee.

- (d) If any amount has been deducted on behalf of taxes from a payment to a Beneficiary, details of such deduction shall be provided to the Beneficiary when the relevant payment is made.

**29 WITHHOLDING TAXES**

If the Company Trustee is obliged by law to make any deduction or withholding on account of taxes from any payment to be made to a Beneficiary, the Company Trustee shall make such deduction or withholding and pay such amount to the Commissioner of Inland Revenue or other taxing authority. On payment of the net amount to the relevant Beneficiary and the amount deducted or withheld to the tax authorities, the full amount payable to the relevant Beneficiary shall be deemed to have been duly paid and satisfied.

**30 LAW APPLICABLE**

This Deed is governed by the law of New Zealand.

**31 EXECUTION AND EFFECTIVE DATE**

**31.1 Counterparts**

This Deed may be executed in any number of counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. A party may enter into this Deed by signing any counterpart.

**31.2 Effective date**

This Deed will come into effect on the Settlement Date.

**31.3 Trustee execution**

Any natural person entering into this Deed as a trustee of the Heretaunga Tamatea PSGE enters into this Deed only in their capacity as trustee of the trust and has no personal liability under this Deed, except to the extent of the assets of the trust or to the extent their right to indemnity from the assets of the trust has been lost or impaired due to their own wilful act or omission.

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EXECUTION

**Signed by Her Majesty the Queen in right  
of New Zealand** by the Minister for Treaty of  
Waitangi Negotiations in the presence of:

.....  
Honourable Christopher Finlayson

.....  
Witness signature

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

**Signed by Her Majesty the Queen in right  
of New Zealand** by the Minister for Maori  
Development in the presence of:

.....  
Honourable Te Ururoa Flavell

.....  
Witness signature

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)



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Signed for and on behalf of Kaweka  
Gwavas Forestry Company  
Limited by:

.....  
Director

.....  
Full name (please print)

.....  
Director

.....  
Full name (please print)

.....  
Director

.....  
Full name (please print)



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**Signed by the Trustees of the Heretaunga  
Tamatea Settlement Trust** in the presence  
of:

.....  
Trustees

WITNESS

\_\_\_\_\_

Name:

Occupation:

Address:



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**SCHEDULE 1 – TERMS RELATING TO CROWN BENEFICIAL INTEREST AND CROWN  
INITIAL PERIOD**

**1 INTERPRETATION**

- 1.1 In this Schedule 1, *Crown Deposit Account* means the interest-bearing account, or accounts, approved in writing by the Crown, into which the Crown's beneficial entitlement to Accumulated Rentals and to any Distribution of net income from the Kaweka Forest Land and Gwavas Forest Land is deposited under clause 8.2(b) and 8.3(b).
- 1.2 References to clauses are to clauses in this Deed.

**2 NATURE OF BENEFICIAL INTERESTS GENERALLY**

Notwithstanding clause 5.2:

- (a) the rights conferred on Beneficiaries by their Beneficial Interests are subject to the special rights of the Crown while a Beneficiary set out in this Schedule;
- (b) the Crown Beneficial Interest confers a beneficial interest in particular Assets held subject to the Trust and, to the extent set out in this Schedule, entitles the Crown to require the Distribution to the Crown or its nominee of specific Assets of the Trust.

**3 NATURE OF CROWN BENEFICIAL INTEREST**

The Crown Beneficial Interest will confer upon the Crown:

- (a) the beneficial entitlement to 33.34% of the Kaweka Forest Land and Gwavas Forest Land; and
- (b) the beneficial entitlement to 33.34% of the Accumulated Rentals; and
- (c) the beneficial entitlement to 33.34% of the New Zealand units derived from ownership of the Kaweka Forest Land and Gwavas Forest Land; and
- (d) the beneficial entitlement to 33.34% of the net income derived from the Kaweka Forest Land and Gwavas Forest Land,

provided that in the event of the transfer of part or all of the Crown Beneficial Interest in accordance with paragraph 6 of this Schedule or redemption of part or all of the Crown Beneficial Interest in accordance with paragraph 8 of this Schedule, the 33.34% figure will be reduced by the same proportion as the transfer or redemption reduces the amount of the Crown Beneficial Interest.

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**4 INVESTMENT OF CROWN'S ENTITLEMENT**

- (a) The Company Trustee will ensure that, to the extent of the Crown's beneficial entitlement as holder of the Crown Beneficial Interest:
- (i) the Accumulated Rentals and New Zealand units are at all times held separate and apart from any other assets of the Trust and exclusively for the benefit of the Crown; and
  - (ii) the Accumulated Rentals are invested in the Crown Deposit Account;
  - (iii) in the case of any Distribution of net income from the Trust, the net income is invested in the Crown Deposit Account; and
  - (iv) all interest earned on the Crown Deposit Account is reinvested in the Crown Deposit Account; and
  - (v) the Accumulated Rentals, the New Zealand units and the Crown Deposit Account are not disposed of, pledged or charged in any way, except under this Schedule.
- (b) The Crown may, in its discretion, make payments to the Company Trustee to meet certain costs and expenses of administration of the Trust, during the Crown Initial Period.

**5 NO TRANSFERS WHILE CROWN BENEFICIAL INTEREST EXISTS**

Subject to paragraph 6, no Beneficial Interest may be transferred or transmitted, in whole or in part, while the Crown still holds the Crown Beneficial Interest except with the Crown's prior written consent.

**6 TRANSFER OF CROWN BENEFICIAL INTEREST**

- (a) The Crown will only be entitled to transfer a part or all of the Crown Beneficial Interest in accordance with this paragraph 6.
- (b) The Crown may at any time transfer, under the procedure set out in Schedule 2, any part or all of the Crown Beneficial Interest to:
- (i) the Ahuriri Hapū PSGE; or
  - (ii) any representative of the Ahuriri Hapū PSGE; or
  - (iii) any part of the Ahuriri Hapū PSGE,
- as part of a Future Treaty Settlement.

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- (c) In the event of such a transfer, the Company Trustee will:
- (i) withdraw from the Crown Deposit Account that proportion (the transfer proportion) of the balance in the account that the transferred amount of the Crown Initial Beneficial Interest represents of the whole of the Crown Initial Beneficial Interest prior to the transfer and pay it in cash or cleared funds to the transferee;
  - (ii) transfer to the transferee the transfer proportion of the New Zealand units held by the Company Trustee on account of the Crown Beneficial Interest; and
  - (iii) transfer to the transferee the transfer proportion of the shares held by the Crown in the Company Trustee.

**7 NO REDEMPTIONS WHILE CROWN BENEFICIAL INTEREST EXISTS**

No Beneficial Interest may be redeemed, in whole or in part, while the Crown still holds a Crown Beneficial Interest except with the Crown's prior written consent.

**8 FINAL REDEMPTION OF RESIDUAL CROWN BENEFICIAL INTEREST**

- (a) On the day before the last day of the Crown Initial Period, the Company Trustee must redeem all of the Crown Beneficial Interest then outstanding (if any) by transferring to the Crown:
- (i) land to the extent of the Crown Beneficial Interest in the Kaweka Forest Land and Gwavas Forest Land;
  - (ii) the balance in the Crown Deposit Account;
  - (iii) New Zealand units to the extent of the Crown's Beneficial Entitlement to New Zealand units; and
  - (iv) cash to the value of the Crown's beneficial entitlement to any net income from the Kaweka Forest Land and Gwavas Forest Land still retained in the Trust.
- (b) The Crown must:
- (i) use any land returned for other Treaty of Waitangi settlement purposes; and
  - (ii) transfer any New Zealand units returned to the transferee of the land; and



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- (iii) use any other property returned to settle a trust for the benefit of the Ahuriri Hapū PSGE.
- (c) The Crown will consent to the repurchase by the Company Trustee, for a nominal consideration of \$1, of the Crown's shares in the Company Trustee.

**9 CONSTRAINTS WHILE CROWN BENEFICIAL INTEREST EXISTS**

Notwithstanding any other provision of this Deed, until the Crown Beneficial Interest ceases entirely to exist (by transfer or redemption, in accordance with this Deed), without the Crown's written consent (which consent may be indicated by a written request from the Crown for the constrained action to occur):

- (a) a Beneficial Interest cannot be transferred or transmitted, except under paragraph 6;
- (b) a share in the Company Trustee cannot be transferred or transmitted, except if such transfer would be allowed under paragraph 6 if it were the transfer of a Beneficial Interest;
- (c) a part or all of the Kaweka Forest Land and Gwavas Forest Land cannot be disposed of, leased, licensed (other than under a Crown Forestry Licence) or otherwise subjected to a right of exclusive possession;
- (d) a charge or other security interest cannot be created over:
  - (i) a part or all of the Kaweka Forest Land and Gwavas Forest Land; or
  - (ii) a Beneficial Interest; or
  - (iii) a share in the Company Trustee;
- (e) a Major Transaction cannot be entered into;
- (f) a Beneficial Interest cannot be issued;
- (g) a share in the Company Trustee cannot be issued;
- (h) a Beneficial Interest cannot be redeemed;
- (i) a share in the Company Trustee cannot be redeemed, or cancelled;
- (j) a distribution of capital or income from the Trust cannot be made, except in compliance with clause 8 and (to the extent applicable) paragraph 10;
- (k) the Company Trustee and the Trust cannot undertake any activities other than:

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- (i) holding the Settlement Assets; and
  - (ii) receiving revenue from those Settlement Assets; and
  - (iii) making distributions permitted under clause 8 and (to the extent applicable) paragraph 10; and
  - (iv) entering into the land management arrangements described in clause 12.2.
- (l) this Deed cannot be amended under clause 24;
- (m) an Extraordinary Resolution of Beneficiaries or a written resolution under clause 22.2 cannot validly be passed;
- (n) a quorum (that does not include the Crown) cannot exist at a meeting of Beneficiaries;
- (o) a custodian or custodian Company Trustee cannot hold any of the Trust Fund; and
- (p) a resettlement cannot occur under clause 27.

**10 DISTRIBUTIONS WHILE CROWN BENEFICIAL INTEREST EXISTS**

Without the Crown's written consent, no Distribution of capital or income may be made while the Crown Beneficial Interest exists:

- (a) if the Distribution involves any distribution in kind of any part or all of the Kaweka Forest Land and Gwavas Forest Land; or
- (b) except to the Crown, if the Distribution involves any of the Crown's beneficial entitlement to the Trust Fund, referred to in paragraph 3 of this Schedule 1; or
- (c) if the Distribution would leave the Company Trustee or the Trust with insufficient liquid or other Assets to enable the retention in full and effective management of the Kaweka Forest Land or Gwavas Forest Land.

**11 CROWN CONSENT**

Any reference in this Deed to the Crown's consent to any matter is to be interpreted as meaning that the Crown may grant or withhold its consent in its discretion having reasonable regard to the Crown's entitlements as a Beneficiary of the Trust and Trust Fund as holder of the Crown Beneficial Interest.

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**12 REPORTS TO CROWN**

- (d) In addition to providing to the Crown as a Beneficiary a copy of the annual audited consolidated accounts under clause 20, the Company Trustee will provide to the Crown such other reports relating to the affairs of the Trust as the Crown may reasonably request.
  
- (e) If the Crown is required by law to obtain or provide any particular type of information relating to affairs of the Trust, the Company Trustee will, subject to reimbursement by the Crown of reasonable out-of-pocket expenses, take such steps as the Crown may reasonably request to enable the Crown to comply with that law (including appointing the Auditor-General as Auditor of the Trust).



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**SCHEDULE 2 – TRANSFER OF BENEFICIAL INTERESTS**

**1 TRANSFER ALSO OF COMPANY TRUSTEE SHARES**

If a Beneficiary holds shares in the Company Trustee, the Beneficiary wishing to transfer part or all of their Beneficial Interest must transfer to the same transferee a combined parcel of Beneficial Interest and shares being in each case the same proportion of the Beneficial Interest and shares initially held by the transferor, failing which the transfer of the part or all (as the case may be) of the Beneficial Interest will be ineffective.

**2 FORM OF INSTRUMENT OF TRANSFER**

The instrument of transfer of part or all of a Beneficial Interest must:

- (a) be in writing in any usual or common form which the Company Trustee approves from time to time; and
- (b) if the Company Trustee so requests, include a deed under which the transferee binds itself to compliance with the terms of this Deed.

**3 REGISTRATION OF INSTRUMENT OF TRANSFER**

- (a) Every instrument of transfer of part or all of a Beneficial Interest must be delivered for registration to the Company Trustee at its registered office.
- (b) The transferor is deemed to remain the Beneficiary in respect of the transferred amount until the transfer of such part or all of the Beneficial Interest is entered in the Beneficial Interest Register.
- (c) Subject to paragraph 4 of this Schedule, the Company Trustee shall forthwith register each transfer delivered to it in accordance with this clause and enter the relevant details in the Beneficial Interest Register.

**4 PAYMENT OF SUMS OWED AS A CONDITION TO TRANSFER**

No transfer of any part or all of an Beneficial Interest can be registered unless the Beneficiary has paid all duties, taxes (including goods and services tax) and other commissions and charges (in cleared funds) in respect of the transfer.

**5 RETENTION OF INSTRUMENT OF TRANSFER**

Every instrument of transfer of part or all of an Beneficial Interest which is registered must be retained by the Company Trustee for such period as the Company Trustee may determine, after which (subject to the provisions of any law or this Deed to the contrary) the Company Trustee may destroy it.

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**6 TRANSMISSION BY OPERATION OF LAW**

Any Person becoming entitled to an Beneficial Interest in consequence of insolvency, bankruptcy, liquidation, arrangement or composition with creditors or assignment for the benefit of creditors or scheme of arrangement of any Beneficiary may be registered as the Beneficiary in respect of the Beneficial Interest or may validly transfer the Beneficial Interest (subject to the provisions of this Deed as to transfers).

