

**Deed concerning
Central North Island Forests Land**

MANIAPOTO

and

THE CROWN

THIS DEED is made on the 22nd day of June. 2015

BETWEEN

MANIAPOTO (represented by Maniapoto Receiving Entity)

AND

THE CROWN

BACKGROUND

- A. On 25 June 2008 CNI Forests Iwi Collective (*Collective*) entered into a deed of settlement (*Deed of Settlement*) with the Crown relating to their claims over Central North Island Forests Land (*CNI Forests Land*). The iwi comprising the Collective are the iwi parties to the Deed of Settlement.
- B. The settlement was effected by the transfer of the CNI Forests Land to CNI Iwi Holdings Limited (*Trustee*) to be held by the Trustee for the benefit of the Collective and the Crown on the terms and conditions set out in the Trust Deed and Shareholders' Agreement (*Trust Deed and Shareholders' Agreement*) entered into by the Collective, the Crown and the Trustee on 30 June 2009 which establishes the CNI Iwi Holdings Trust (*Trust*).
- C. The Crown retained, through its 10% beneficial interest as a beneficiary under the Trust, an entitlement to 10% of the CNI Forests Land and associated Accumulated Rentals and NZUs (*Crown Agreed Proportion*) to enable it to meet obligations to other iwi or hapū having claims to part of the CNI Forests Land, one of which is Maniapoto, and to provide cultural redress in comprehensive settlements with the CNI Collective Iwi.
- D. The Collective has proposed to the Crown and Maniapoto that, instead of Maniapoto being allocated any CNI Forests Land, Accumulated Rentals and other property representing its share of the Crown Agreed Proportion, the Crown will accept the addition of Maniapoto as a Beneficiary of the Trust, with a beneficial entitlement to the CNI Forests Land only, in substitution for the Crown in respect of a share of the Crown Agreed Proportion but on the basis that the redemption of the share of the Crown Agreed Proportion applicable to Maniapoto's claim will be effected by way of the Trustee paying a cash sum of \$1.5 million into a trust account, in the name of the Maniapoto Receiving Entity and for the ultimate benefit of Maniapoto, in consideration for Maniapoto relinquishing its rights as a Beneficiary of the Trust and its Specific CNI Forests Land Claims.
- E. Maniapoto agreed to accept the Collective's offer in exchange for relinquishing its Specific CNI Forests Land Claims on the terms and conditions set out in a deed dated the same date as this Deed and entered into between the Collective, the Trustee and Maniapoto (*Maniapoto Claimant Agreement*).
- F. The Maniapoto Claimant Agreement was conditional on Maniapoto and the Crown entering into this Deed on the terms summarised in clause 4.1 of the Maniapoto Claimant Agreement.
- G. Maniapoto and the Crown enter into this Deed to give effect to Maniapoto's relinquishment of its Specific CNI Forests Land Claims in consideration for the payment to be made under clauses 2 and 3 of the Maniapoto Claimant Agreement.

H. Nothing in this agreement:

- a. extinguishes or limits any aboriginal title, or customary rights, that Maniapoto may have in relation to the CNI Forests land; and
- b. is, or implies, an acknowledgement by the Crown that any aboriginal title, or any customary right, exists.

OPERATIVE PART

1. Defined terms

1.1 In this Deed, unless the context otherwise requires:

Accumulated Rentals means accumulated rental:

- (a) relating to the CNI Forests Land held under the terms of the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989; and
- (b) to which CNI Iwi Holdings Limited becomes entitled pursuant to the Deed of Settlement

Act means the Central North Island Forests Land Collective Settlement Act 2008

CNI Forests Land has the same meaning as in the Act

Crown means Her Majesty the Queen in right of New Zealand

Effective Date means the date on which the Maniapoto Receiving Entity receives payment under Clause 3.1 of the Maniapoto Claimant Agreement

Specific CNI Forests Land Claims means, in respect of Maniapoto (or of any representatives or members of Maniapoto) any right or claim to or interest in:

- (a) the transfer of CNI Forests Land; or
- (b) an order from the Waitangi Tribunal for resumption of CNI Forests Lands; or
- (c) any other aspect of the CNI Forests Land or the Crown Agreed Proportion, whether under the Act or otherwise and whether current, prospective or future,

whether or not such right, claim or interest has arisen or been considered, researched, registered, notified or made by or on the Effective Date.

Maniapoto has the meaning given to it in **Schedule 1** of this Deed

Maniapoto Receiving Entity means the Maniapoto Maori Trust Board.

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

clauses, sub-clauses, paragraphs and schedules are to clauses, sub-clauses, paragraphs and schedules to this Deed;

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;

the singular includes the plural and vice versa;

parties to this Deed includes their successors and permitted assigns; and 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. Relinquishment of Specific CNI Forests Land Claims

- 2.1 In consideration for the sum of \$1.5 million to be paid to the Maniapoto Receiving Entity, Maniapoto hereby relinquishes unconditionally, irrevocably and absolutely, with effect from the Effective Date:
- (a) its Specific CNI Forests Land Claims; and
 - (b) any interest, future, contingent or otherwise, in the Crown Agreed Proportion and the CNI Forests Land.
- 2.2 Therefore, from the Effective Date, Maniapoto waives its right to make any claim in any court, tribunal, or other judicial body in relation to the Specific CNI Forests Land Claims and this Deed, including under sections 23 and 24 of the Act.
- 2.3 Maniapoto acknowledges that legislation to give effect to any future comprehensive settlement of their historic Treaty claims may include provisions giving effect to clause 2.2 by excluding the jurisdiction of courts, tribunals and other judicial bodies.
- 2.4 The Maniapoto Receiving Entity confirms it enters this Deed on behalf of Maniapoto.
- 2.5 Nothing in this agreement:
- (a) extinguishes or limits any aboriginal title, or customary rights, that Maniapoto may have in relation to the CNI Forests land; and
 - (b) is, or implies, an acknowledgement by the Crown that any aboriginal title, or any customary right, exists.

3. Operation of Trust Account

- 3.1 The Maniapoto Receiving Entity agrees to hold the payment made under clause 3.1 of the Maniapoto Claimant Agreement on trust and apply it on the terms set out in this clause 3.
- 3.2 The payment will be placed in an interest-bearing bank account.
- 3.3 The Maniapoto Receiving Entity will be responsible for the payment of all withholding tax, costs or liabilities that might become payable in respect of the payment while it is held on trust. Any such withholding tax, costs or liabilities shall to be paid by deduction from the payment or any interest accrued in respect of the payment.
- 3.4 The mandated negotiators for Maniapoto may seek the application of, and the Maniapoto Receiving Entity in their discretion may apply, such amounts of accrued interest on the payment as they consider reasonably necessary for the purposes of funding negotiations with the Crown relating to the settlement of the claims of Maniapoto founded on or arising from the Treaty of Waitangi or its principles.

- 3.5 The Maniapoto Receiving Entity will report annually to the Crown in respect of any use of the interest. A report on any use of the interest will also be included in the annual report provided by the Maniapoto Receiving Entity to its beneficiaries.
- 3.6 Upon the establishment of a Crown approved post settlement governance entity for Maniapoto the balance in the trust account shall be paid to that entity and shall vest in that entity absolutely and free from the trust set out in this clause 3. Crown approval shall be given for a Maniapoto post settlement governance entity that:
- (a) the Crown is satisfied is appropriate to receive the redress provided on any future comprehensive settlement and, in particular, provides for appropriate:
 - (i) representation of, and accountability to, members of Maniapoto; and
 - (ii) decision-making, and dispute resolution processes; and
 - (b) has been approved by Maniapoto to receive the redress, in accordance with a process agreed in writing by the Crown and the pre-governance entity agent.
- 3.7 The liability of the Maniapoto Receiving Entity shall in all cases be limited to the amount held from time to time in the trust account and the Maniapoto Receiving Entity shall have no liability beyond the date upon which the balance of the trust account is paid to the Maniapoto post settlement governance entity under clause 3.6.

4. Conditions

- 4.1 This Deed is conditional upon Maniapoto ratifying the Maniapoto Claimant Agreement, together with this Deed.
- 4.2 The parties will use their best endeavours to satisfy this condition expeditiously after the execution of this Deed.
- 4.3 If this condition has not been satisfied by 1 June 2016, or by such later date as may be agreed, this Deed shall be terminated with effect from that date.

5 Counterparts

This Deed may be executed in any number of counterparts, each of which will be deemed to be 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.

6 Governing Law

This Deed is governed by the law of New Zealand.

EXECUTION

Signed for and on behalf of **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

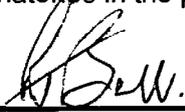


Name: *Jamie Manley*

Occupation: *Ministerial Secretary*

Address: *Private Bag 18044, Parliament Buildings
Wellington*

Signed for and on behalf of the
MANIAPOTO RECEIVING ENTITY by its
authorised signatories in the presence of:



Authorised Signatory

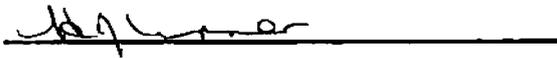


Authorised Signatory



Authorised Signatory

WITNESS



Name: Helen Jane Turner

Occupation: Executive Officer

Address: P.O Box 36
Te Kuiti

Schedule 1

Definition of Maniapoto

1. Maniapoto are all those who whakapapa to the marae, hapū, whanau or whenua of the rohe of Maniapoto.

Maniapoto

Na Rereahu raua ko Rangianewa
Ko Te Ihingarangi te tuakana
Na Rereahu raua ko Hineapounamu
Ko Maniapoto te mana
Te ihi o te iwi.

Nga uri o Rereahu
Ko Rereahu te matua
Ko Te Ihingarangi te tuakana
Ko Maniapoto te mana
Te ihi o te iwi

TE WHAKAMINENGA O MANIAPOTO HAPU

2. The hapū of Maniapoto are listed below. Maniapoto acknowledges hapū that have shared interests with other iwi. These include hapū that are marked with an asterisk.

TE WHAKAMINENGA O MANIAPOTO HAPU	
Ngati Akamapuhia	Ngati Apakura*
Ngati Arawaere	Ngati Ariki
Ngati Hari	Ngati Hekeitewa
Ngati Hia	Ngati Hikairo*
Ngati Hinehape	Ngati Hinekino
Ngati Hinekiore	Ngati Hinekuia
Ngati Hinemania	Ngati Hinemanu

TE WHAKAMINENGA O MANIAPOTO HAPU

Ngati Hinemihi ki Petania*	Ngati Hinepare
Ngati Hinerangi	Ngati Hinetea
Ngati Hinetu*	Ngati Hineuru
Ngati Hineuto	Ngati Hinewahi
Ngati Hinewai	Ngati Hinewehi
Ngati Hinewhare	Ngati Hinewhatihua
Ngati Hira	Ngati Hope
Ngati Hopu*	Ngati Hore
Ngati Hounuku	Ngati Hua*
Ngati Huahua	Ngati Huakatoa
Ngati Huamoetu	Ngati Huhu
Ngati Huiao	Ngati Hura
Ngati Huru	Ngati Inurangi
Ngati Kahu	Ngati Kahuiao
Ngati Kahukura	Ngati Kahupataate
Ngati Kahupounamu	Ngati Kahurekereke
Ngati Kahutotara*	Ngati Kahuwaeroa*
Ngati Kahuwakaanga	Ngati Kaia
Ngati Kaiapa	Ngati Kaikaramu*
Ngati Kaputuhi	Ngati Karetoto
Ngati Karewa	Ngati Kauwhakarewa
Ngati Kinohaku	Ngati Kiriwai
Ngati Kohua	Ngati Korokino
Ngati Korota	Ngati Kouparanga
Ngati Kowainga	Ngati Kuiarua*
Ngati Kuiatu	Ngati Kumikumi*
Ngati Kupa	Ngati Kura
Ngati Mahuta ki Mokoroa	Ngati Maikuku

TE WHAKAMINENGA O MANIAPOTO HAPU

Ngati Makahori	Ngati Makino
Ngati Manga	Ngati Maniawaho
Ngati Maniapoto	Ngati Manu
Ngati Marotaua	Ngati Maru
Ngati Matakore*	Ngati Matau
Ngati Materangi*	Ngati Mauri
Ngati Mihi	Ngati Moenoa
Ngati Moko	Ngati Ngapurangi
Ngati Muriwaka	Ngati Ngaungatahi
Ngati Moenoho	Ngati Ngawaero
Ngati Ngaero	
Ngati Motemote	Ngati Ngutu*
Ngati Muriwhenua	Ngati Paeahi
Ngati Ngaihape	Ngati Paerangi
Ngati Ngatu*	Ngati Paia
Ngati Ngaupaka	Ngati Paihau
Ngati Ngawai	Ngati Pakorotangi*
Ngati Noke	Ngati Paratai
Ngati Paea	Ngati Pare Rereahu*
Ngati Pare Ngutu*	
Ngati Paemate	Ngati Parekahu
Ngati Pahere	Ngati Parekaihuia
Ngati Paiariki	Ngati Parekohuru
Ngati Pakira	Ngati Parerautao
Ngati Parahia	Ngati Paretawhaki*
Ngati Pare*	Ngati Pareteho*
Ngati Parekahuki	Ngati Paretuiriri
Ngati Parekaihina	Ngati Pareuekaha

TE WHAKAMINENGA O MANIAPOTO HAPU

Ngati Parekaitini	Ngati Parewhakaweri*
Ngati Parepo*	Ngati Peehi
Ngati Paretapoto*	
Ngati Paretawhero	Ngati Puha
Ngati Paretekawa*	Ngati Pukenga
Ngati Paretuna	Ngati Putaitemuri
Ngati Parewaeono	Ngati Rahopupuwai
Ngati Parewhata	Ngati Rakei
Ngati Poa	Ngati Rangi
Ngati Pourahui	Ngati Rangimahora*
Ngati Pukaei	Ngati Rangitahi
Ngati Purapura*	Ngati Raukawa*
Ngati Raerae	Ngati Rereahu*
Ngati Rahutarateka	Ngati Ropu
Ngati Rakeiora	Ngati Rora
Ngati Rangimahinga	Ngati Ruapuha
Ngati Rangingonge	Ngati Rungaterangi
Ngati Rarua	Ngati Taiatua
Ngati Raukura	Ngati Ruahine
Ngati Rewa	Ngati Ruaroa
Ngati Rongo	Ngati Taheke
Ngati Taihoropaki	Ngati Taipoto
Ngati Taiwa	Ngati Tamahaua
Ngati Tamainu-Te Kanawa	Ngati Tamakaitoa
Ngati Tanetinorau	Ngati Taohua
Ngati Tara	Ngati Tarahuia
Ngati Tarapikau	Ngati Tauhunu
Ngati Tawhaki	Ngati Terewai

TE WHAKAMINENGA O MANIAPOTO HAPU

Ngati Te Ariari	Ngati Te Ihingarangi
Ngati Te Kanawa	Ngati Te Kapuranga
Ngati Te Maawe	Ngati Te Paemate
Ngati Te Puta	Ngati Te Ra
Ngati Te Rahurahu	Ngati Te Rangikorongata
Ngati Te Ruawahakaki	Ngati Te Waha
Ngati Te Whetu	Ngati Toa Rangatira Tupahau
Ngati Toakai	Ngati Toreihu*
Ngati Tu (Ngati Tumahai)	Ngati Tuirirangi
Ngati Tukawakawa	Ngati Tukitaua*
Ngati Tumarouru	Ngati Tumatahuna
Ngati Tunae	Ngati Tunahore
Ngati Tupato	Ngati Tupuriri
Ngati Turakiwai	Ngati Turua
Ngati Tuwhakahekeao	
Ngati Tutakamoana	Ngati Uekaha
Ngati Uai	Ngati Unu
Ngati Uetonga	Ngati Urunumia
Ngati Urukahutaraheke	Ngati Waiharoto
Ngati Urupare	Ngati Waiti
Ngati Waiehu	Ngati Waiora
Ngati Waihora	Ngati Waikorara*
Ngati Weka	Ngati Te Rukirangi*
Ngati Whakatere	

MANIAPOTO MARAE

3. Marae and papakainga within the Maniapoto rohe are listed below. Maniapoto recognise marae that have shared interests with other iwi, which are noted with an asterisk.

	MANIAPOTO MARAE	LOCATION
1.	Apakura	Awaroa
2.	Hia Kaitupeka	Taringamotu
3.	Hiona	Ngutunui
4.	Kahotea	Otorohanga
5.	Kakepuku Papakainga	Te Mawhai
6.	Kaputuhi	Hangatiki/ Waitomo
7.	Ko te Hokingamai ki te Nehenehenui*	Otewa
8.	Mangarama	Te Kuiti
9.	Mangatoatoa	Tokanui
10.	Maniaroa	Mokau
11.	MiruMiru	Marokopa
12.	Mokai Kainga	Kawhia
13.	Mokau Kohunui	Piopio
14.	Mokoroa	Te Awaroa
15.	Motiti	Te Kuiti
16.	Napinapi	Piopio
17.	Nga Haapu	Ohura
18.	Ngairo Papakainga	Tuhua
19.	Parekaitini/Tomotuki	Te Kuiti
20.	Petaania*	Taumarunui
21.	Pohatuiri	Waitomo
22.	Pukerimu	Ohura Valley

MANIAPOTO MARAE		LOCATION
23.	Purekireki	Pirongia
24.	Rakaunui	Awaroa
25.	Rereahu*	Mangapeehi
26.	Rereamanu	Hangatiki
27.	Taarewaanga	Otorohanga
28.	Tane Hopuwae	Te Kuiti
29.	Te Ahoroa*	Te Kuiti
30.	Te Hape*	Benneydale
31.	Te Ihingarangi*	Waimiha
32.	Te Kauae	Hangatiki
33.	Te Kawau Papakainga	Mokau
34.	Te Keeti	Otorohanga
35.	Te Kopua	Te Awamutu
36.	Te Korapatu	Te Korapa
37.	Te Kotahitanga	Otorohanga
38.	Te Koura	Te Koura
39.	Te Kumi	Te Kuiti
40.	Te Mahoe	Waitomo
41.	Te Miringa te Kakara*	Benneydale
42.	Te Paemate	Aria
43.	Te Piruru Papakainga	Te Kuiti
44.	Te Rongaroa/Ko Uehaeroa	Ongarue
45.	Te Rukirangi Papakainga	Ohura
46.	Te Tokanganui a noho	Te Kuiti
47.	Te Whakaaro Kotahi	Otorohanga
48.	Tokikapu	Waitomo
49.	Tokopiko	Rakaunui

MANIAPOTO MARAE		LOCATION
50.	Tu Whenua	Taumarunui
51.	Turitea	Otorohanga
52.	Owhiro	Waiharakeke
53.	Waipatoto	Oparure
54.	Waipu	Taumarunui
55.	Whanau Maria Marae	Taumarunui
56.	Wharauoa	Taumarunui
57.	Matakaro	Te Kopua

OTHER MARAE IN MANIAPOTO ROHE		LOCATION
1.	Mana Ariki*	Taumarunui
	(Marae mo nga iwi katoa that is located within the Maniapoto rohe)	