

DEED OF RECOGNITION

THIS DEED is made

BETWEEN

THE TRUSTEES OF THE TE PUMAUTANGA O TE ARAWA TRUST (the "Te Pumautanga Trustees")

AND

THE SOVEREIGN in right of New Zealand acting by the Minister of Conservation (the "Crown").

BACKGROUND

- A. The Affiliate Te Arawa Iwi/Hapu and the Crown are parties to a deed of settlement (the "Deed of Settlement") to settle the Historical Claims of the Affiliate Te Arawa Iwi/Hapu dated 11 June 2008.
- B. Under clauses 11.3 and 11.4 of the Deed of Settlement it was agreed that (if the Deed of Settlement became unconditional) the Crown and the Te Pumautanga Trustees would enter into this Deed.
- C. The Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008 (the "Settlement Act") has come into force and the Deed of Settlement has become unconditional.

IT IS AGREED as follows:

1 CROWN'S ACKNOWLEDGEMENT OF STATEMENT OF ASSOCIATION WITH CERTAIN STATUTORY AREAS

- 1.1 The Crown acknowledges, under section 43 of the Settlement Act, the statement by the Affiliate Te Arawa Iwi/Hapu set out in this clause (the "Statement of Association") of its cultural, spiritual, historical and traditional association with the Statutory Areas.

Statement of Association

- 1.2 This Deed applies to the Statutory Area (being the Matahara Ecological Area, the location of which is shown on SO 364721) to which the following Statement of Association relates.

The traditions of Ngati Kearoa Ngati Tuara illustrate their cultural, historical and spiritual association with the Matahara Ecological Area. For Ngati Kearoa Ngati Tuara, traditions such as these represent the links between nga atua (the gods) and present generations. These histories reinforce tribal identity, connection and continuity between generations and confirm the importance of the Matahara Ecological Area to Ngati Kearoa Ngati Tuara.

Ngati Kearoa Ngati Tuara tradition tells of how Horohoro was named and its link to the



Matahara Ecological Area. Kahumatamomoe, who came on the Arawa waka, is credited with naming Horohoro. On his travels around the island, Kahumatamomoe came to Horohoro Mountain and became affected by a tapu. In order to cleanse himself, he bathed in a small stream just in behind the north end of the mountain and located within the Matahara Ecological Area. The stream was given the name Waikarakia and the mountain became known as "Te Horohoroinga o Nga Ringa o Kahumatamomoe", or "The Washing of the Hands of Kahumatamomoe" (Horohoro for short).

The traditional association can also be traced back to Haukapuanui and Tangiharuru's visit to the area, where they were amazed at its fruitfulness. The streams were full of eels and water birds abounded. The bush likewise was full of birds and from that time on, the people lived well due to the plentiful resources.

The Matahara Ecological Area provided the people with valuable food resources, and continued to do so for hundreds of years. The young men of Ngati Kearoa Ngati Tuara would often hunt pigs, trap eels, snare ducks, pukeko, mafuku (water fowl) and rats (brought from Hawaikii) in the Waikarakia Stream.

Other materials such as flax were highly sought after for its fine qualities. Leaves of the kawakawa, and berries from the miro and karaka trees provided both food and medicine.

There are many sites of cultural, historical and spiritual significance to Ngati Kearoa Ngati Tuara within the Matahara Ecological Area. The sources of the Waikarakia and Pokaitu Streams are in deep bush. They flow through steep-sided gorges and have many small caves. In some of these caves lie the bones of ancestors, and they are therefore considered tapu. The Waikarakia Stream, in particular, has a mystique to this day.

The Matahara Ecological Area is of great significance to Ngati Kearoa Ngati Tuara. The Matahara Ecological Area was a significant source from which the physical wellbeing of Ngati Kearoa Ngati Tuara was sustained, and the spiritual wellbeing nourished.

Ngati Kearoa Ngati Tuara have always maintained a considerable knowledge of the lands of the Matahara Ecological Area, its history, the traditional trails of the tupuna of the area, the places for gathering kai and other taonga, and ways in which to use the resources of the Matahara Ecological Area. Proper and sustainable resource management has always been at the heart of the relationship of Ngati Kearoa Ngati Tuara with the Matahara Ecological Area.

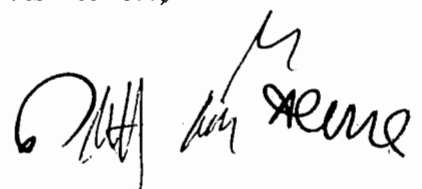
2 CONSULTATION BY THE MINISTER OF CONSERVATION WITH THE TE PUMAUTANGA TRUSTEES IN RELATION TO CERTAIN STATUTORY AREAS

2.1 The Minister of Conservation must, if he or she is undertaking an activity referred to in clause 2.2 in relation to or within a Statutory Area referred to in clause 1.2, consult and have regard to the views of the Te Pumautanga Trustees concerning the association of the Affiliate Te Arawa Iwi/Hapu with that Statutory Area as described in a Statement of Association.

2.2 Clause 2.1 applies to the following activities:

2.2.1 preparing:

- (a) a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;



- (b) a national park management plan under the National Parks Act 1980;
- (c) in relation to a Statutory Area that is not a river, a non-statutory plan, strategy, programme or survey of one of the following kinds for the protection and management of that Statutory Area, namely:
 - (i) to identify and protect wildlife or indigenous plants;
 - (ii) to eradicate pests, weeds or introduced species;
 - (iii) to assess current and future visitor activities; or
 - (iv) to identify the number and type of Concessions that may be appropriate;
- (d) in relation to a Statutory Area that is a river, a non-statutory plan, strategy or programme for the protection and management of that Statutory Area; or

2.2.2 locating or constructing structures, signs or tracks.

2.3 The Minister of Conservation must, in order to enable the Te Pumautanga Trustees to give informed views when the Minister is consulting the Te Pumautanga Trustees under clause 2.1, provide the Te Pumautanga Trustees with relevant information.

3 LIMITATIONS

3.1 This Deed relates only to those parts of the Statutory Area owned and managed by the Crown.

3.2 This Deed does not, in relation to a Statutory Area:

3.2.1 require the Crown to undertake, increase or resume any activity of the kind referred to in clause 2.2; or

3.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any or all of the activities referred to in clause 2.2.

3.3 Except as provided in clause 2.1, this Deed:

3.3.1 does not affect, and will not be taken into account by, a person exercising a power or performing a function or duty under a statute, regulation, or bylaw;

3.3.2 affect the lawful rights or interests of any person; or

3.3.3 grant, create or provide evidence of an estate or interest in, or rights relating to, a Statutory Area.

3.4 This Deed does not prevent the Crown from entering into a deed of recognition with a person or persons other than the Affiliate Te Arawa Iwi/Hapu 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 Te Pumautanga Trustees and the Minister of Conservation agree in writing that this Deed is no longer appropriate for the area concerned;

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

4.1.3 the Minister of Conservation ceases to be responsible for the activities referred to in clause 2.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.

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 Te Pumautanga Trustees continue to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

5 NOTICES

5.1 The provisions of this clause apply to notices under this Deed:

Notices to be signed

5.1.1 the Party giving a notice must sign it;

Notice to be in writing

5.1.2 any notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

5.1.3 until any other address or facsimile number of a Party is given by notice to the other Party, the addresses for notice are as follows:

M
NAME
P M

The Crown:

The Area Manager
Department of Conservation
99 Sala Street
Rotorua 3010

Tel: 07 349 7400
Fax: 07 349 7401

The Pumautanga Trustees:

The Pumautanga Trustees
1 Peace Street
Rotorua 3010

Tel: 07 347 4654
Fax: 07 347 4654

Delivery

5.1.4 delivery of a notice may be made:

- (a) by hand;
- (b) by post with prepaid postage; or
- (c) by facsimile;

Timing of delivery

5.1.5 a notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

5.1.6 if a notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that notice will (despite clause 5.1.5) be treated as having been received the next Business Day.

6 NO ASSIGNMENT

6.1 The Te Pumautanga Trustees may not assign its rights or obligations under this Deed.

7 DEFINITIONS AND INTERPRETATION

7.1 In this Deed, unless the context requires otherwise:

Concession has the same meaning as in section 2 of the Conservation Act 1987;

Minister of Conservation and Minister means the person who is the Minister of Conservation;

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Party means a party to this Deed; and

Statutory Area means a Statutory Area referred to in clause 1.2.

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

7.2.1 terms and expressions that are not defined in this Deed but are defined in the Deed of Settlement have the meaning in this Deed that they have in the Deed of Settlement;

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

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

7.2.4 the singular includes the plural and vice versa;

7.2.5 words importing one gender include the other genders;

7.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;

7.2.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;

7.2.8 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;

7.2.9 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

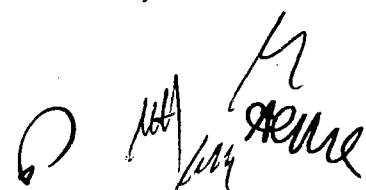
7.2.10 a reference to a date on which something must be done includes any other date that may be agreed in writing between the Te Pumautanga Trustees and the Crown;

7.2.11 where something is required to be done by or on a day that is not a Business Day, that thing must be done on or by the next Business Day after that day; and

7.2.12 a reference to time is to New Zealand time.

7.3 In this Deed, references to SO plans are included for the purpose of indicating the general location of a Statutory Area and do not establish the precise boundaries of a Statutory Area.

7.4 If there are any inconsistencies between this Deed and the Deed of Settlement, the provisions of the Deed of Settlement will prevail.



SIGNED as a Deed 30 June

2009

Signed by ERU GEORGE as Owner
in the presence of:

Witness: NERO PANAPA

Address: ROTORUA

Occupation: MANAGER

E George
P

Signed by EVA MOKE as Owner
in the presence of:

Witness: NERO PANAPA

Address: ROTORUA

Occupation: MANAGER

Eva Moke
P

Signed by WIKIPEA TE RANGIPUAWHE MAIKA
as Owner in the presence of:

Witness: NERO PANAPA

Address: ROTORUA

Occupation: MANAGER

Wik. Te R. Maika
P

Signed by ANARU RANGIHEUEA as Owner
in the presence of:

Witness: NERO PANAPA

Address: ROTORUA

Occupation: MANAGER

A Rangihuea
P

Signed by TE POROA JOSEPH MALCOLM
as Owner in the presence of:

Witness: NERO PANAPA

Address: ROTORUA

Occupation: MANAGER

J Malcolm
P

P M NERO

Signed by RUKA HUGHES as Owner
in the presence of:

Witness: NERO PANAPA
Address: ROTORUA
Occupation: MANAGER

) R Hughes
)
)

Signed by EDWIN MCKINNON as Owner
in the presence of:

Witness: NERO PANAPA
Address: ROTORUA
Occupation: MANAGER

) E McKinnon
)
)

Signed by JOHN WAAKA as Owner
in the presence of:

Witness: NERO PANAPA
Address: ROTORUA
Occupation: MANAGER

) J Waka
)
)

Signed by JIM SCHUSTER as Owner
in the presence of:

Witness: NERO PANAPA
Address: ROTORUA
Occupation: MANAGER

) J Schuster
)
)


Signed by MATEROA PENI as Owner
in the presence of:

Witness: NERO PANAPA
Address: ROTORUA
Occupation: MANAGER

) M Peni
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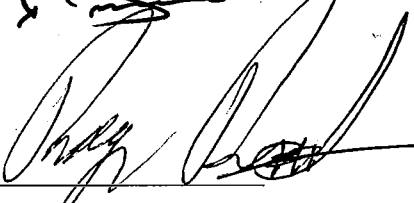
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Signed by WALLACE HAUMAHA as Owner
in the presence of:

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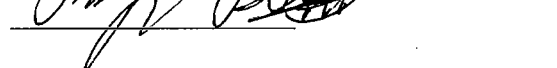

Witness: NERO PANAPA
Address: AOTEAROA
Occupation: MANAGER

Signed by FRED COOKSON as Owner
in the presence of:

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) 
) 


Witness: NERO PANAPA
Address: AOTEAROA
Occupation: MANAGER

Signed by ROGER PIKIA as Owner
in the presence of:


) 
) 

Witness: NERO PANAPA
Address: AOTEAROA
Occupation: MANAGER

Signed by TE PO HAWAHI WIRINGI JONES
as Owner in the presence of:

) 
) 

Witness: NERO PANAPA
Address: ROTORUA
Occupation: MANAGER

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Signed by ARAMA PIRIKA as Owner
in the presence of:

Witness: NERO PANAMA
Address: ROTORUA
Occupation: MANAGER

) Arma Pirika
)
)
)
)

Signed by JACKSON WHITE as Owner
in the presence of:

Witness: NERO PANAMA
Address: ROTORUA
Occupation: MANAGER

)
)
)
)
)

Signed by BLANCHE KIRIONA as Owner
in the presence of:

Witness: NERO PANAMA
Address: ROTORUA
Occupation: MANAGER

) Blanche Kiriona
)
)
)
)

Signed by PATRICIA HOWARTH as Owner
in the presence of:

Witness: NERO PANAMA
Address: ROTORUA
Occupation: MANAGER

) P Howarth
)
)
)
)

Signed by DENNIS POLAMALU as Owner
in the presence of:

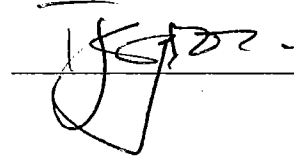
Witness: NERO PANAMA
Address: ROTORUA
Occupation: MANAGER

) Dennis Polamalu
)
)
)
)

ISSUED on

2009

SIGNED for and on behalf of THE
SOVEREIGN in right of New Zealand
by the Minister of Conservation



WITNESS

Name: ABIGAIL HUMPHREYS
Occupation: ADVISOR
Address: OFFICE OF
HON TIM GROSE