
Parties

HER MAJESTY THE QUEEN
in right of New Zealand

and

WAIKATO-TAINUI

DEED OF SETTLEMENT

22 May 1995

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THIS DEED is made on the 22nd day of May 1995

BETWEEN

- (1) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Prime Minister
- (2) **WAIKATO-TAINUI**

BACKGROUND

A The Treaty of Waitangi provides:

“Ko Wikitoria, te Kuini o Ingarani, i tana mahara atawai ki nga Rangatira me nga Hapu o Nu Tirani i tana hiahia hoki kia tohungia ki a ratou o ratou rangatiratanga, me to ratou wenua, a kia mau tonu hoki te Rongo ki a ratou me te Atanoho hoki kua wakaaro ia he mea tika kia tukua mai tetahi Rangatira hei kai wakarite ki nga Tangata maori o Nu Tirani - kia wakaetia e nga Rangatira maori te Kawanatanga o te Kuini ki nga wahikatoa o te Wenua nei me nga Motu - na te mea hoki he tokomaha ke nga tangata o tona Iwi Kua noho ki tenei wenua, a e haere mai nei.

Na ko te Kuini e hiahia ana kia wakaritea te Kawanatanga kia kua ai nga kino e puta mai ki te tangata Maori ki te Pakeha e noho ture kore ana.

Na, kua pai te Kuini kia tukua a hau a Wiremu Hopihona he Kapitana i te Roiara Nawi hei Kawana mo nga wahi katoa o Nu Tirani e tukua aiane, amua ki te Kuini e mea atu ana ia ki nga Rangatira o te wakaminenga o nga hapu o Nu Tirani me era Rangatira atu enei ture ka korerotia nei.

Ko te Tuatahi

Ko nga Rangatira o te Wakaminenga me nga Rangatira katoa hoki ki hai i uru ki taua wakaminenga ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu-te Kawanatanga katoa o o ratou wenua.

Ko te Tuarua

Ko te Kuini o Ingarani ka wakarite ka wakaae ki nga Rangatira ki nga hapu-ki tangata katoa o Nu Tirani te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa. Otiia ko nga Rangatira o te Wakaminenga me nga Rangatira katoa atu ka tuku ki te Kuini te hokonga o era wahi wenua e pai ai te tangata nona te Wenua-ki te ritenga o te utu e wakaritea ai e ratou ko te kai hoko e meatia nei e te Kuini hei kai hoko mona.

Ko te Tuatoru

Hei wakaritenga mai hoki tenei mo te wakaaetanga ki te Kawanatanga o te Kuini-Ka tiakina e te Kuini o Ingarani nga tangata maori katoa o Nu Tirani ka tukua ki a ratou nga tikanga katoa rite tahi ki ana mea ki nga tangata o Ingarani.

*(Signed) WILLIAM HOBSON
Consul and Lieutenant-Governor*

Na ko matou ko nga Rangatira o te Wakaminenga o nga hapu o Nu Tirani ka huihui nei ki Waitangi ko matou hoki ko nga Rangatira o Nu Tirani ka kite nei i te ritenga o enei kupu, ka tangohia ka wakaaetia katoatia e matou, koia ka tohungia ai o matou ingoa o matou tohu.

Ka meatia tenei ki Waitangi i te ono o nga ra o Pepueri i te tau kotahi mano, e waru rau e wa te kau o to tatou Ariki.

Ko nga Rangatira o te wakaminenga."

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

Article The First

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

Article The Second

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

Article The Third

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

W. HOBSON Lieutenant Governor.

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

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

- B In 1863-1864 the Crown engaged in a war against Maaori in the Waikato, causing suffering to the people there.
- C After the war in the Waikato, large areas of land as delineated on the annexed map (See *Attachment 1*) were unjustly confiscated by the Crown under the New Zealand Settlements Act 1863.
- D In 1926 a Royal Commission chaired by Sir William Sim (the Sim Commission) was appointed to consider whether confiscations under the New Zealand Settlements Act 1863 had been "excessive". In its report (AJHR 1928, 6-7), the Sim Commission found that the general confiscations of lands in the Waikato were "excessive". The Sim Commission was precluded by its terms of reference from inquiring into the consistency of the confiscations with the Treaty of Waitangi. The Sim Commission also reported that the confiscation of lands from tribes driven from their kainga north of the Mangataawhiri before its crossing by General Cameron in July 1863 was a "grave injustice".

- E The Crown acknowledges that grave injustice was also done to Waikato-Tainui south of the Mangataawhiri, their lands being invaded and confiscated.
- F The Waitangi Tribunal wrote in the Manukau Report (Wai 8) in 1985: "It can simply be said that from the contemporary record of Sir John Gorst in 1864, from the Report of the Royal Commission sixty years after that, and from historical research almost a century removed from the event, all sources agree that the Tainui people of the Waikato never rebelled but were attacked by British troops in direct violation of Article II of the Treaty of Waitangi".
- G The war caused loss of life among Waikato Iwi and the effect of the raupatu both immediately and over time has had a crippling impact on the welfare, economy and development of Waikato-Tainui.
- H The injustice of the raupatu is felt as keenly by Waikato-Tainui today as in the past, as has been testified to the Crown by the kaumaatua and kuia as expressed in the affidavits filed by the plaintiffs in *RT Mahuta and Tainui Maaori Trust Board v Attorney-General* [1989] 2 NZLR 513.
- I Waikato-Tainui have pursued compensation on the basis of the principle of "land for land" - "i riro whenua atu, me hoki whenua mai" (as land was taken land must be returned), and "ko te moni hei utu mo te hara" (the money is the acknowledgement by the Crown of their crime).
- J On 16 March 1987 Robert Te Kotahi Mahuta on behalf of himself and on behalf of the members of Waikato-Tainui, the Tainui Maaori Trust Board and Nga Marae Toopu filed a claim with the Waitangi Tribunal concerning Crown actions in relation to the Waikato-Tainui Claim Area, and certain other matters. That claim was registered with the Waitangi Tribunal as Wai 30. Those parts of the Wai 30 claim dealing with the raupatu have been the subject of petitions to the Crown since 1865 and direct negotiations with the Crown since 1989.
- K Having reviewed these long-standing claims in relation to raupatu, the Crown has concluded that the confiscations of land in the Waikato following the hostilities of 1863 were both unjust and a breach of the Treaty of Waitangi.
- L The Crown and the Claimants have negotiated with each other in good faith in an endeavour to settle the Waikato-Tainui Claim and to remove the sense of grievance over time felt by Waikato-Tainui. They recorded their agreement in principle to the matters required to effect a settlement of the Raupatu Claims in the Heads of Agreement.

- M In 1993, the Crown vested in Potatau Te Wherowhero for the benefit of Waikato-Tainui the Hopuhopu Military Base as a goodwill gesture.
- N As contemplated by the Heads of Agreement, the parties now wish to record the basis on which they will settle the Waikato-Tainui Claim and the Overlapping Claims will be settled.

ACCORDINGLY, in the spirit of co-operation, compromise and good faith evidenced by the Heads of Agreement and in consideration of the respective obligations and agreements contained in this Deed, the Crown and Waikato-Tainui agree as follows:

1 DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, terms defined in *clause 34* have the meanings given to them in that clause and the rules of interpretation set out in *clause 35* will apply in the interpretation of this Deed.

2 ACKNOWLEDGEMENT BY CROWN

The Crown acknowledges:

- 2.1 the legitimacy of the Waikato-Tainui Claim and the breach of the Treaty of Waitangi by the Crown in relation to the raupatu; and
- 2.2 the fact that the recognition of the grievance of Waikato-Tainui in relation to the raupatu is overdue; and
- 2.3 the contribution of the raupatu land to the development of New Zealand (such raupatu land being estimated by Waikato-Tainui to have a minimum value today of approximately \$12 billion); and
- 2.4 that Waikato-Tainui, by agreeing to the Settlement, is forgoing a substantial part of the redress sought by Waikato-Tainui in respect of the raupatu, and that this is recognised by the Crown as a contribution to the development of New Zealand; and
- 2.5 that the Settlement does not diminish or in any way affect the Treaty of Waitangi or any of its articles or the ongoing relationship between the Crown and Waikato-Tainui in terms of the Treaty of Waitangi or undermine any rights under the Treaty of Waitangi, including rangatiratanga rights; and
- 2.6 that the decision of Waikato-Tainui in relation to the Settlement is a decision that Waikato-Tainui take for themselves alone and does not purport to affect the position of other tribes.

3 APOLOGY BY CROWN

The Crown apologises formally and will apologise publicly to Waikato-Tainui for its actions in sending imperial forces across the Mangataawhiri, for the loss of life and devastation of property that ensued, for the confiscation of Waikato-Tainui lands and for the crippling effects of raupatu on Waikato-Tainui. The form of the apology, which is set out in Maaori as *Attachment 13*, is as follows:

"1. The Crown acknowledges that its representatives and advisers acted unjustly and in breach of the Treaty of Waitangi in its dealings with the Kīngitanga and Waikato in sending its forces across the Mangataawhiri in July 1863 and in unfairly labelling Waikato as rebels.

2. The Crown expresses its profound regret and apologises unreservedly for the loss of lives because of the hostilities arising from its invasion, and at the devastation of property and social life which resulted.

3. The Crown acknowledges that the subsequent confiscations of land and resources under the New Zealand Settlements Act 1863 of the New Zealand Parliament were wrongful, have caused Waikato to the present time to suffer feelings in relation to their lost lands akin to those of orphans, and have had a crippling impact on the welfare, economy and development of Waikato.

4. The Crown appreciates that this sense of grief, the justice of which under the Treaty of Waitangi has remained unrecognised, has given rise to Waikato's two principles 'i riro whenua atu, me hoki whenua mai' (as land was taken, land should be returned) and 'ko to moni hei utu mo te hara' (the money is the acknowledgement by the Crown of their crime). In order to provide redress the Crown has agreed to return as much land as is possible that the Crown has in its possession to Waikato.

5. The Crown recognises that the lands confiscated in the Waikato have made a significant contribution to the wealth and development of New Zealand, whilst the Waikato tribe has been alienated from its lands and deprived of the benefit of its lands.

6. Accordingly, the Crown seeks on behalf of all New Zealanders to atone for these acknowledged injustices, so far as that is now possible, and, with the grievance of raupatu finally settled as to the matters set out in the Deed of Settlement signed on 22 May 1995 to begin the process of healing and to enter a new age of co-operation with the Kīngitanga and Waikato."

4 REDRESS FROM CROWN

The Crown agrees, subject to the passing of the legislation referred to in *clause 19*, to provide the following redress to atone for the wrong done to Waikato-Tainui by the raupatu, in recognition of the mana of the Kīngitanga and to

discharge the Crown's obligations to Waikato-Tainui in respect of the Raupatu Claims:

- 4.1 the transfer to the Land Holding Trustee of the Settlement Properties in accordance with *clause 5* and *clause 6* with provision for those Settlement Properties to be held in the name of Potatau Te Wherowhero if the Land Holding Trustee so elects; and
- 4.2 the establishment of the Land Acquisition Trust and the provision of funds to the Land Acquisition Trustee in accordance with *clause 9*; and
- 4.3 making provision for the payment to the Land Holding Trustee of the accumulated rentals held by the Crown Forestry Rental Trust relating to the Maramarua and Onewhero Forests, subject to *clause 17.3*; and
- 4.4 the transfer of the Te Rapa Air Force Base, which, Waikato-Tainui acknowledge, the Crown vested in Potatau Te Wherowhero for the benefit of Waikato-Tainui in 1993; and
- 4.5 payment to the Trust Board of certain costs incurred by the Trust Board since 21 September 1992 for research and negotiation of the Waikato-Tainui Claim and other assistance in relation to the Raupatu Claims for which the Crown has already agreed or agrees in the future to reimburse the Trust Board; and
- 4.6 a right of first refusal in favour of the Land Holding Trustee over Residual Crown Land as described in *clause 10*; and
- 4.7 payment of interest to the Land Holding Trustee, as provided in *clause 11*.

5 TRANSFER OF SETTLEMENT LAND BY CROWN

- 5.1 Subject to *clause 5.5*, *clause 5.6*, *clause 8* and *clause 17*, the Crown will transfer the parcels of Settlement Land described in column 1 of *Attachment 2* to the Land Holding Trustee on a date which is no later than the last Business Day of the quarter specified in column 2 of *Attachment 2*. The terms on which the parcels of Settlement Land will be transferred will be those specified in *Attachment 4*, with such amendments as may be agreed by the Crown and the Land Holding Trustee. In this regard, the parties acknowledge that circumstances may exist which were not known to, or contemplated by, a party at the date of this Deed and for which there is no applicable provisions in the terms specified in *Attachment 4*. The nature of such transfer will be that specified in column 3 of *Attachment 2*. The Settlement Land is estimated to be approximately 15,553 hectares (29,803 acres).

- 5.2 Where it is specified in column 3 of *Attachment 2* that any parcel of Settlement Land is to be transferred subject to a leaseback to the Crown Body referred to in column 4 of *Attachment 2*, the relevant parcel of Settlement Land will be transferred subject to and with the benefit of a registrable memorandum of lease to that Crown Body for an initial term specified in column 6 of *Attachment 2* with the number of rights of renewal specified in column 8 of *Attachment 2* for terms of years specified in column 7 of *Attachment 2*. The rental for such lease will be determined pursuant to *clause 18* and will be subject to review at intervals of 5 years where the term of the lease is 25 years or longer (including rights of renewal) and, otherwise, at intervals of 3 years (unless specified otherwise in *Attachment 2* or *Attachment 5*). The Lease will otherwise include provisions agreed or determined under *clause 7*.
- 5.3 Each parcel of Settlement Land transferred to the Land Holding Trustee pursuant to this *clause 5* will be transferred for its Transfer Value.
- 5.4 All such transfers will, except to the extent that this Deed provides otherwise, be subject to:
- 5.4.1 all encumbrances and interests affecting the relevant parcel of land which are noted on the certificate of title for that land or otherwise disclosed in writing to the Land Holding Trustee, except any mortgage securing indebtedness of the Crown Body from which it is to be transferred; and
 - 5.4.2 the reservation of the Crown's right to minerals as provided in the Crown Minerals Act 1991; and
 - 5.4.3 any other reservation made by or under any statute or statutory instrument. The Crown recognises that the issue of the creation of marginal strips on land to be transferred to the Land Holding Trustee is of serious concern to Waikato-Tainui. The Crown acknowledges that Waikato-Tainui intend to advance their concerns about the creation of marginal strips to the Minister of Conservation.
- 5.5 The Crown and the Land Holding Trustee may vary any of the details referred to in *clause 5.1* and *clause 5.2* by agreement in writing signed on behalf of the Crown and the Land Holding Trustee. The Crown may also elect to add properties to the list in *Attachment 2* or amend column 3 of *Attachment 2* in respect of any parcel of Settlement Land which is to be transferred subject to a Lease so that it states that that parcel of Settlement Land will be transferred on the basis that it is not subject to a Lease. If the Crown makes such an election, *Attachment 2* and/or *Attachment 3* will be deemed to be amended accordingly and, where the election involves an amendment to column 3 which adversely affects the

income expectations of the Land Holding Trustee, the Land Holding Trustee may require an amendment to column 2 of *Attachment 2* in respect of the relevant property and other properties to ensure that one or more income-producing properties is transferred to the Land Holding Trustee earlier than provided in column 2 of *Attachment 2* and the relevant property is transferred correspondingly later, with the objective of preventing or minimising any detriment to the Land Holding Trustee. The Crown may make such an election at any time up to 15 July 1995. The Crown must give the Land Holding Trustee 10 Business Days notice of its intention to make such an election.

- 5.6 The Crown's obligation to transfer any parcel of the Settlement Land will be subject to, and will not apply in respect of, any parcel of Settlement Land until the Crown or the relevant Crown Body has complied with, section 40 of the Public Works Act 1981 or equivalent legislation and other statutory provisions which must be complied with before any disposal of such land and is also subject to:
- 5.6.1 the terms of any gifts or endowments relating to the parcel of land; and
 - 5.6.2 the terms of any trust relating to the parcel of land; and
 - 5.6.3 any feature of the title to the parcel of land held by the Crown or a Crown Body which prevents or limits the right of the Crown or Crown Body to transfer the parcel of land; and
 - 5.6.4 any other legal requirement which impedes the Crown's or the Crown Body's ability to transfer the parcel of land and which the Crown or Crown Body cannot satisfy after taking reasonable steps to do so. For the avoidance of doubt, "reasonable steps" does not include initiating a change in the law.

The Crown will diligently and expeditiously seek to satisfy the above requirements with a view to removing any impediment to the transfer of such land to the Land Holding Trustee. The requirement to comply with section 40 of the Public Works Act 1981 will not apply to any land to which that section would, by virtue of section 8A(5) of the Treaty of Waitangi Act 1975, have ceased to apply on the making of a recommendation for the return of the land to Maaori by the Waitangi Tribunal under section 8A(2) of that Act.

- 5.7 For the purposes of this *clause 5*, the term "parcel of Settlement Land" includes any grouping of parcels indicated in column 9 of *Attachment 2* or otherwise agreed in writing between the Crown and the Land Holding Trustee.

- 5.8 The parties acknowledge that there may be errors in the details relating to Settlement Properties shown in column 1 of *Attachment 2*. The parties agree that, whenever any such error or omission is identified, the party which identifies the error will immediately notify the other and the parties will procure that an amendment be made to *Attachment 2* as may be required to give effect to the intention of this Deed.

6. TRANSFER OF IMPROVED LAND BY CROWN

- 6.1 Subject to *clause 6.5*, *clause 6.6*, *clause 8* and *clause 17*, the Crown will transfer the parcels of Improved Land described in column 1 of *Attachment 3* to the Land Holding Trustee on a date which is no later than the last Business Day of the quarter specified in column 2 of *Attachment 3*. The terms on which the parcels of Improved Land will be transferred will be those specified in *Attachment 4*, with such amendments as may be agreed by the Crown and the Land Holding Trustee. In this regard, the parties acknowledge that circumstances may exist which were not known to, or contemplated by, a party at the date of this Deed and for which there is no applicable provisions in the terms specified in *Attachment 4*. The nature of such transfer will be that specified in column 3 of *Attachment 2*. The Improved Land is estimated to be approximately 3,487 hectares (8,614 acres).
- 6.2 Where it is specified in column 3 of *Attachment 3* that any parcel of Improved Land is to be transferred subject to a leaseback to the Crown Body referred to in column 4 of *Attachment 3*, the relevant parcel of Improved Land will be transferred subject to and with the benefit of a registrable memorandum of lease to that Crown Body for an initial term specified in column 6 of *Attachment 3* with the number of rights of renewal specified in column 8 of *Attachment 3* for terms of years specified in column 7 of *Attachment 3*. The rental for such lease will be determined pursuant to *clause 18* and will be subject to review at intervals of 5 years where the term of the lease is 25 years or longer (including rights of renewal) and, otherwise, at intervals of 3 years (unless specified otherwise in *Attachment 3* or *Attachment 5*). The Lease will otherwise include provisions agreed or determined under *clause 7*.
- 6.3 Each parcel of Improved Land transferred to the Land Holding Trustee pursuant to this *clause 6* will be transferred for its Transfer Value.
- 6.4 All such transfers will, except to the extent that this Deed provides otherwise, be subject to:
- 6.4.1 all encumbrances and interests affecting the relevant parcel of land which are noted on the certificate of title for that land or otherwise disclosed in writing to the Land Holding Trustee,

except any mortgage securing indebtedness of the Crown Body from which it is to be transferred; and

- 6.4.2 the reservation of the Crown's right to minerals as provided in the Crown Minerals Act 1991; and
- 6.4.3 any other reservation made by or under any statute or statutory instrument. The Crown recognises that the issue of the creation of marginal strips of land to be transferred to the Land Holding Trustee is of serious concern to Waikato-Tainui. The Crown acknowledges that Waikato-Tainui intend to advance their concerns about the creation of marginal strips to the Minister of Conservation.
- 6.5 The Crown and the Land Holding Trustee may vary any of the details referred to in *clause 6.1* and *clause 6.2* by agreement in writing signed on behalf of the Crown and the Land Holding Trustee. The Crown may also elect to add properties to the list in *Attachment 3* or amend column 3 of *Attachment 3* in respect of any parcel of Improved Land which is to be transferred subject to a Lease so that it states that that parcel of Improved Land will be transferred on the basis that it is not subject to a Lease or transfer any such parcel of Improved Land from *Attachment 3* to *Attachment 2* so that it becomes Settlement Land. If the Crown makes such an election, *Attachment 3* will be deemed to be amended accordingly and, where the election involves an amendment to column 3 which adversely affects the income expectations of the Land Holding Trustee, the Land Holding Trustee may require an amendment to column 2 of *Attachment 3* in respect of the relevant property and other properties to ensure that one or more income-producing properties is transferred to the Land Holding Trustee earlier than provided in column 2 of *Attachment 3* and the relevant property is transferred correspondingly later, with the objective of preventing or minimizing any detriment to the Land Holding Trustee. The Crown may make such an election at any time up to 15 July 1995. The Crown must give the Land Holding Trustee 10 Business Days notice of its intention to make such an election.
- 6.6 The Crown's obligation to transfer any parcel of the Improved Land will be subject to, and will not apply in respect of, any parcel of Improved Land until the Crown or the relevant Crown Body has complied with, section 40 of the Public Works Act 1981 or equivalent legislation, any other statutory provisions which must be complied with before any disposal of such land and the Crown's or any Crown Body's current policy to provide tenants of houses owned by the Crown or a Crown Body with the opportunity of buying the house in which they dwell and the relevant land is free to be disposed of to third parties and is also subject to:

- 6.6.1 the terms of any gifts or endowments relating to the parcel of land or any improvements on the land; and
- 6.6.2 the terms of any trust relating to the parcel of land or any improvements on the land; and
- 6.6.3 any feature of the title to the parcel of land held by the Crown or a Crown Body which prevents or limits the right of the Crown or Crown Body to transfer the parcel of land or any improvements on the land; and
- 6.6.4 any other legal requirement which impedes the Crown's or the Crown Body's ability to transfer the parcel of land or any improvements on the land and which the Crown or Crown Body cannot satisfy after taking reasonable steps to do so. For the avoidance of doubt, "reasonable steps" does not include initiating a change in the law.

The Crown will diligently and expeditiously seek to satisfy the above requirements with a view to removing any impediment to the transfer of such land to the Land Holding Trustee. The requirement to comply with section 40 of the Public Works Act 1981 will not apply to any land to which that section would, by virtue of section 8A(5) of the Treaty of Waitangi Act 1975, have ceased to apply on the making of a recommendation for the return of the land to Maaori by the Waitangi Tribunal under section 8A(2) of that Act.

- 6.7 For the purposes of this *clause 6*, the term "parcel of Improved Land" includes any grouping of parcels indicated in column 9 of *Attachment 3* or otherwise agreed in writing between the Crown and the Land Holding Trustee.
- 6.8 The parties acknowledge that there may be errors in the details relating to Settlement Properties shown in column 1 of *Attachment 3*. The parties agree that, whenever any such error or omission is identified, the party which identifies the error will immediately notify the other and the parties will procure that an amendment be made to *Attachment 3* as may be required to give effect to the intention of this Deed.

7 TERMS OF LEASES

- 7.1 The parties acknowledge that the Crown and Waikato-Tainui have, prior to the date of this Deed, agreed on some but not all of the terms of the Leases and, accordingly, the terms of the Leases will (apart from the rental, which will be determined pursuant to *clause 18*) be determined in accordance with the following provisions of this *clause 7*.

- 7.2 The matters set out in columns 6 to 8 of *Attachment 2* and *Attachment 3* must be included in the relevant Lease to be granted by the Crown under *clause 5.2* and *clause 6.2*. However, if there are no details specified in any of those columns in respect of any Settlement Property those matters must be the subject of negotiations under *clause 7.5* and, if they are not agreed by 15 July 1995 (or, in the case of Coalcorp Land, 31 July 1995), they will be submitted to expert determination under *clause 7.6*.
- 7.3 Part A of *Attachment 5* sets out general principles which have been agreed in respect of Leases and which, the Crown and Waikato-Tainui have agreed, must be given effect to in the relevant Lease.
- 7.4 Part B of *Attachment 5* sets out, in respect of some Crown Bodies, certain principles which, the Crown and Waikato-Tainui have agreed prior to the date of this Deed, must be given effect to in the relevant Lease.
- 7.5 The Crown and Waikato-Tainui will actively, in good faith and without delay, proceed with completing their negotiations and attempt to agree on all matters that are not referred to in *clause 7.2* and on provisions to be inserted in the relevant Lease to give effect to the principles referred to in *clause 7.3* and *clause 7.4*. Where the Settlement Property is to be leased to a Crown Body the parties intend that that Crown Body will participate in those negotiations.
- 7.6 Subject to *clause 7.17* if the Crown, Waikato-Tainui and, where relevant, the Crown Body fail to agree on any matter referred to in *clause 7.5* by 15 July 1995 (or, in the case of Coalcorp Land, 31 July 1995) time being of the essence, all such matters will be settled by expert determination in accordance with this *clause 7*.
- 7.7 The parties agree that:
- 7.7.1 the expert shall be a person agreed on by the parties or, failing agreement by 15 July 1995, a person who is an expert in the field of landlord and tenant law appointed by the President of the New Zealand Law Society at the request of either party;
- 7.7.2 on accepting appointment the expert will be required to:
- 7.7.2.1 confirm that the appointment does not give rise to any conflict of interest in relation to the parties or the relevant Crown Body or circumstance which is likely to lead to a presumption of bias; and
- 7.7.2.2 agree to comply with the requirements placed on an appointee by this *clause 7*.

- 7.7.3 if the appointed expert fails to act, or is or becomes incapable of acting, or dies, then any party may give written notice to the other or others requiring a replacement expert to be appointed. In such a case the replacement expert will be a person agreed on by the parties or, failing agreement within 2 Business Days of the receipt of notice referred to above, a person who is an expert in the field of landlord and tenant law appointed by the President of the New Zealand Law Society at the request of either party. If necessary, this provision for the appointment of a replacement expert may be used on more than one occasion.
- 7.8 Within 5 Business Days of the expert's appointment the parties must each provide the expert with a written submission and with any relevant supporting material and the parties must exchange submissions. The parties will have a further 5 Business Days within which to make further written submissions. The expert must begin the determination immediately on expiry of the second period of 5 Business Days even if the expert has not received any further submission.
- 7.9 The expert is to act as an expert and not as an arbitrator. While being required to consider the written submissions of the parties and take them into account, the expert may also:
- 7.9.1 rely on his or her own knowledge, skill and experience in relation to the matter in dispute without reference to the parties; and
- 7.9.2 make his or her own enquiries without reference to the parties.
- 7.10 The expert may:
- 7.10.1 arrange to meet with the parties either together or alone to discuss the dispute; and
- 7.10.2 require the parties to provide such evidence as he or she considers necessary to determine the dispute; and
- 7.10.3 establish procedures and a timetable for the conduct of the determination to the extent that those matters are not already laid down in this *clause 7*.
- 7.11 In making his or her determination, the expert:
- 7.11.1 must first have regard to the aspects of the Lease which have been agreed by the parties including the principles referred in *clause 7.3* and *clause 7.4* even if the manner by which those principles should be given effect to have not been agreed and

resolve the matter in dispute in a manner that is consistent with those principles; and

- 7.11.2 must then have regard to the intention that (so far as is possible having regard to those principles and matters which have been agreed) the Lease be on commercial terms prevailing in the open market at the time of determination, recognising the particular requirements which may arise from the actual and permitted use of the property; and
 - 7.11.3 must assume that the parties are a willing landlord and a willing tenant with equal bargaining strength and that neither has the ability to impose terms on the other.
- 7.12 The expert:
- 7.12.1 must give his or her determination as soon as practicable (but within 20 Business Days of his or her appointment or within any further period that the parties agree on); and
 - 7.12.2 must in addition, give reasons for his or her determination; and
 - 7.12.3 may decide how the reasonable costs, fees and other expenses of the parties in relation to the determination are to be borne. But if the expert makes no decision as to costs, the parties are to share them equally.
- 7.13 The expert's determination must be a written lease document based on any lease form which the parties, in their submissions, confirm they agree should form the basis of the Lease. The written lease document must include:
- 7.13.1 all matters that have been agreed prior to the reference for determination; and
 - 7.13.2 provisions giving effect to the principles that have been agreed where the parties and the relevant Crown Body have failed to agree on the manner in which those principles should be given effect to; and
 - 7.13.3 provisions giving effect to any matter that is unresolved at the time of the appointment of the expert.
- 7.14 The parties agree to be bound by the expert's determination and agree that the expert's determination will be final.
- 7.15 The parties do not intend this *clause 7* to be a submission to arbitration, and it is not to be treated as such, except to the extent that the Arbitration Act 1908 provides otherwise.

- 7.16 Waikato-Tainui appoint the Trust Board to act on their behalf in respect of the procedure set out in this *clause 7*.
- 7.17 The parties agree that *clause 7.6* will apply to the Coalcorp Land as if the date mentioned in that clause was 30 November 1995 or, if agreed between Coalcorp and the Land Holding Trustee, 30 May 1996 and this *clause 7* will be modified accordingly (but in no other respect) in respect of the Coalcorp Land.
- 7.18 For the avoidance of doubt, the Crown agrees that if, for any reason, a Crown Body does not participate in, or agree to accept the outcome of, the process referred to in this clause, that process will proceed between the Crown and Waikato-Tainui only and the Crown and Waikato-Tainui will be bound by the outcome notwithstanding that the Crown Body has not participated in the process or agreed to accept its outcome.

8 CHOICE OF LAND BY WAIKATO-TAINUI

- 8.1 Waikato-Tainui may elect not to take any Settlement Property if the valuation of such land is not acceptable to Waikato-Tainui, the nature or location of the land or other characteristics of or encumbrances over the land make it unsuitable to Waikato-Tainui or the aggregate Transfer Values of the Settlement Properties will, when aggregated with the amount referred to in *clause 13.1.2* to *clause 13.1.4*, exceed the Redress Value.
- 8.2 Such election must be made in respect of any Settlement Property (other than the Coalcorp Land) at the earlier of the date which is 18 months after the date of this Deed and the last Business Day of the quarter specified in column 2 of *Attachment 2* or *Attachment 3* or otherwise agreed as the date on which the Crown will transfer any Settlement Property to the Land Holding Trustee. In the case of the Coalcorp Land, such election must be made by the date which is 12 months after the date on which the terms of any Leases for that land have been agreed or determined under *clause 7*. However, Waikato-Tainui shall act reasonably having due regard to the overall terms of the Settlement in deciding whether to make such an election.
- 8.3 Any such election must be made by the Land Holding Trustee on behalf of Waikato-Tainui by giving notice of the election to the Crown. Such notice must be given 10 Business Days before the date that the election takes effect.

9 LAND ACQUISITION TRUST FOR ACQUISITION OF FURTHER LAND

As further redress to Waikato-Tainui the Crown, within 20 Business Days after this Deed becomes unconditional, will, subject to *clause 13* and *clause 17*:

- 9.1 establish a trust which will be the Land Acquisition Trust. The terms on which the Land Acquisition Trust is established will be those set out in the trust deed, a copy of which is attached as *Attachment 6* (with such amendments as the Crown and the Trust Board may agree);
- 9.2 for the purpose of settling the Land Acquisition Trust, pay to the Land Acquisition Trustee an amount calculated in accordance with *clause 13.1* as the capital of the Land Acquisition Trust. The Capital will be paid by the Crown to the Land Acquisition Trustee during the 5 years after the date on which this Deed becomes unconditional in six instalments as follows:
 - 9.2.1 the first instalment will be a nominal amount paid to the Land Acquisition Trustee on the date on which the Land Acquisition Trust is established;
 - 9.2.2 the second instalment will be paid within 40 Business Days after the completion of the 18 month period referred to in *clause 8.2*. The Crown will pay four further annual instalments;
 - 9.2.3 the amount of each instalment will be determined by the Crown. As far as is practicable, the Crown will endeavour to make each instalment (other than the first instalment paid under *clause 9.2.1*) equal to the others, but the Crown may, in calculating each instalment, reserve a reasonable amount to ensure that the Crown does not pay the Land Acquisition Trustee more than the amount of the Capital;
 - 9.2.4 if, at the date on which the last instalment is to be paid, the amount of the Capital cannot be finally determined, the Crown may defer the last instalment until the amount of the Capital is known or make a payment on account of the last instalment, with the balance to be paid when the amount of the Capital is known.

10 RIGHT OF FIRST REFUSAL

The Crown grants to the Land Holding Trustee a right of first refusal over the Residual Crown Land on the following terms:

- 10.1 Subject to *clause 10.6* and *clause 17*, the right will apply to any proposed sale of any Residual Crown Land by the Crown or the relevant Crown Body to anyone other than the Crown or another Crown Body. In the

event of a sale of any Residual Crown Land by the Crown or any Crown Body to the Crown or a Crown Body, the right set out in this *clause 10* will continue in existence.

- 10.2 The Crown or Crown Body proposing to sell any Residual Crown Land must give notice to the Land Holding Trustee of the proposed sale setting out the price and other proposed terms and giving the Land Holding Trustee one month to give a notice to the Crown or the Crown Body that it will purchase the land on the terms set out in the notice. If the Land Holding Trustee gives such a notice it must purchase the land for the price, on the terms, and at the date specified in the notice given to the Land Holding Trustee by the Crown or the Crown Body.
- 10.3 If the Land Holding Trustee does not give a notice to the Crown or Crown Body within the one month period referred to in the notice given under *clause 10.2* (time being of the essence) that it will purchase the relevant Residual Crown Land on such terms, the Crown or Crown Body will be entitled to sell that land to any person. However,:
- 10.3.1 if the Crown or Crown Body proposes to sell the relevant Residual Crown Land at a price or on terms more favourable to a purchaser than those set out in the notice given under *clause 10.2*, the Crown or Crown Body must give another notice to the Land Holding Trustee in accordance with *clause 10.2* and the procedure set out in that clause will apply again; and
- 10.3.2 if the Crown or Crown Body has not entered into an agreement to sell the relevant Residual Crown Land at a price or on terms which are not more favourable to a purchaser than those set out in the notice given under *clause 10.2* on or before the date which is 2 years after the end of the one month period referred to in the most recent notice given in respect of the relevant Residual Crown Land under *clause 10.2*, and the Crown or Crown Body proposes to sell that parcel of Residual Crown Land, the Crown or Crown Body must again give notice to the Land Holding Trustee in accordance with *clause 10.2* and the procedure set out in that clause will apply again.
- 10.4 The Crown will include in the Bill introduced in Parliament to give legislative effect to the Settlement, a provision incorporating the right referred to in this *clause 10* and to provide a mechanism for the right to be noted on the titles (if any) of the relevant Residual Crown Land while the right continues in force or, where there is no title for any part of the relevant Residual Crown Land, for the right to be noted on the title when the title is created. The Crown will arrange for the District Registrar of Lands to provide to Waikato-Tainui quarterly reports listing

all Residual Crown Land in respect of which the right has been noted on the title in the previous quarter.

10.5 The right will continue in force in respect of any Residual Crown Land held by a Crown Body even if the Crown or a Crown Body ceases to be the owner of the Crown Body, but will not affect the right of the Crown or a Crown Body to sell any Crown Body or require the Crown or a Crown Body to offer to the Land Holding Trustee a right to buy the Crown Body.

10.6 The right referred to in this clause will be subject to, and will not apply in respect of, any parcel of Residual Crown Land until after the Crown or Crown Body has complied with, section 40 of the Public Works Act 1981 or equivalent legislation, any other statutory provisions which must be complied with before any disposal of such land and the Crown's or any Crown Body's current policy to provide tenants of houses owned by the Crown or a Crown Body with the opportunity of buying the house in which they dwell and the relevant land is free to be disposed of to third parties and is also subject to:

10.6.1 the terms of any gifts or endowments relating to the parcel of land or any improvements on the land; and

10.6.2 the terms of any trust relating to the parcel of land or any improvements on the land; and

10.6.3 any feature of the title to the parcel of land held by the Crown or a Crown Body which prevents or limits the right of the Crown or Crown Body to transfer the parcel of land or any improvements on the land; and

10.6.4 any other legal requirement which impedes the Crown's or the Crown Body's ability to transfer the parcel of land or any improvements on the land and which the Crown or Crown Body cannot satisfy after taking reasonable steps to do so. For the avoidance of doubt, "reasonable steps" does not include initiating a change in the law.

The Crown or the Crown Body will diligently and expeditiously seek to satisfy the above requirements with a view to removing any impediment to the transfer of such land to the Land Holding Trustee.

10.7 The right referred to in this clause will terminate in respect of any Residual Crown Land at the time of the occurrence of the first of the following events:

10.7.1 the exercise of the right by the Land Holding Trustee;

10.7.2 the disposal of the Residual Crown Land under *clause 10.3* where *clause 10.3.1* and *clause 10.3.2* do not apply;

10.7.3 the disposal of the Residual Crown Land to any person to whom it has been offered under section 40 of the Public Works Act or equivalent or to any person having a prior right to it under the other requirements referred to in *clause 10.6* or, in the case of any Residual Crown Land which is a house owned by the Crown or Crown Body, its disposal to the existing tenant.

At the time the right terminates, any notation of the right on the title for the relevant land will be removed.

10.8 The provisions of this *clause 10* shall apply to any parcel of Rejected Land in the period before that Rejected Land becomes Residual Crown Land as if a notice had been given in respect of such parcel under *clause 10.2* offering such parcel for sale on the terms and for the price specified in *clause 5* in respect of that parcel, the Land Holding Trustee had not given a notice pursuant to *clause 10.3* within the period prescribed in that clause and the one month period referred to in *clause 10.2* had expired on the date that Waikato-Tainui exercise their rights under *clause 8* in respect of that parcel. Once any parcel of the Rejected Land becomes Residual Crown Land, this *clause 10* will apply to any proposal to sell such parcel.

10.9 On the passing of the legislation referred to in *clause 19*, including a provision which provides for a right of first refusal as described in this *clause 10*, the legislation will govern the rights and obligations of the Crown, any Crown Body, the Land Holding Trustee and Waikato-Tainui in relation to the right of first refusal to the exclusion of this clause.

11 INTEREST

Subject to *clause 17*, the Crown will pay interest to the Land Holding Trustee on behalf of Waikato-Tainui from 21 December 1994, being the date of the Heads of Agreement, on the diminishing balance of the value of the redress to be provided by the Crown (being the Redress Value less the amount referred to in *clause 13.1.2* and the amount of costs reimbursed to the Trust Board by the Crown (pursuant to *clause 4.5*) before 21 December 1994) at a rate of 8.8716 per cent per annum. The balance on which interest will be payable will be reduced by:

11.1 the Transfer Value of any Settlement Property transferred to the Land Holding Trustee determined pursuant to *clause 18* at the date of each such transfer (subject to *clause 12*); and

- 11.2 the amounts of any payments of Capital to the Land Acquisition Trustee under *clause 9* at the date of each such payment; and
- 11.3 the amount of any accumulated rentals referred to in *clause 13.1.4* when they are paid to the Land Holding Trustee; and
- 11.4 the amount of any of the costs referred to in *clause 13.1.3* (other than those reimbursed to the Trust Board before 21 December 1994) when they are or were reimbursed to the Trust Board by the Crown.

Interest will be calculated on a daily balance and will be payable half-yearly in arrears and will be subject to normal taxation law. The first payment of interest will be made on the Business Day which falls 5 Business Days after the date on which this Deed becomes unconditional for the period from 21 December 1994 to the date of the payment, and the subsequent payments will be made at half yearly intervals thereafter, apart from the last payment, which will be made at the same time as the last element of the Redress Value is provided.

12 DELAY IN TRANSFER OF SETTLEMENT PROPERTIES

- 12.1 Waikato-Tainui and the Land Holding Trustee agree that the transfers of Settlement Properties to the Land Holding Trustee under *clause 5* or *clause 6* will take place on the last Business Day of the quarter specified in column 2 of *Attachment 2* or *Attachment 3* or on such other date as the Crown and the Land Holding Trustee agree.
- 12.2 If the Land Holding Trustee is unable to accept such a transfer (other than as a result of the exercise by Waikato-Tainui of their right under *clause 8* to elect not to take any Settlement Property), interest on the Transfer Value of the Settlement Property will no longer be payable from the last Business Day of the quarter specified in column 2 of *Attachment 2* or *Attachment 3* for the transfer of that Settlement Property or such other agreed date or, if the Crown was not, at that date, ready to transfer the Settlement Property, from the date on which the Crown was ready to transfer the Settlement Property.
- 12.3 If interest ceases to be payable under *clause 12.2*, the rental agreed for the relevant Settlement Property (less any holding costs incurred by the Crown) will be payable to the Land Holding Trustee from the date on which interest ceases to be payable.

13 CALCULATION OF CAPITAL

- 13.1 The parties agree that the Capital will be calculated by deducting from the Redress Value the following amounts:
 - 13.1.1 the aggregate Transfer Values of the Settlement Properties transferred to the Land Holding Trustee and the aggregate

Transfer Values of any Settlement Properties resumed under the Memorials and transferred to the Land Holding Trustee or any other entity representing Waikato-Tainui; and

- 13.1.2 \$4,123,000, being the agreed value of the Te Rapa Air Force Base which was transferred by the Crown to trustees who hold it for the benefit of Waikato-Tainui in 1993 as an advance on the Settlement; and
 - 13.1.3 the amount of the Trust Board's research, negotiation and other assistance costs reimbursed to the Trust Board by the Crown since 21 September 1992 and the amount of any further costs for which the Crown reimburses the Trust Board after the date of this Deed; and
 - 13.1.4 any accumulated rentals paid to the Land Holding Trustee under the Crown Forest Assets Act 1989 (not including any rentals paid to the Land Holding Trustee as proprietor under any Crown forestry licence after the transfer of the relevant land to the Land Holding Trustee or any money received from the Crown Forestry Rental Trust as payment of costs for the preparation and presentation of the Claimants' claim to the Maramarua forest).
- 13.2 If, for any reason, the amounts referred to in *clause 13.1.1* to *clause 13.1.4* exceed the Redress Value then:
- 13.2.1 no amount will be payable by the Crown under *clause 9*; and
 - 13.2.2 the Land Holding Trustee will have the option of rejecting Settlement Properties having Transfer Values at least equal to the excess or of purchasing any Settlement Properties having Transfer Values at least equal to the excess or a combination of the two.
- 13.3 The option referred to in *clause 13.2.2* must be exercised by the Land Holding Trustee within 30 Business Days after the Crown notifies the Land Holding Trustee that the amounts referred to in *clause 13.1.1* to *clause 13.1.4* exceed the Redress Value.
- 13.4 The option may be exercised by the Land Holding Trustee giving notice to the Crown setting out its intention to reject any Settlement Property or to purchase any Settlement Property or Settlement Properties. If the Land Holding Trustee gives a notice of intention to purchase any Settlement Property, it must purchase and pay for any Settlement Property referred to in the notice on the date specified in column 2 of *Attachment 2* or *Attachment 3* on the terms specified in *clause 5* or *clause 6*, as appropriate, with any necessary modifications.

- 13.5 If the Land Holding Trustee exercises the option referred to in *clause 13.2.2* to reject any Settlement Properties, those properties will be removed from *Attachment 2* or *Attachment 3* accordingly.
- 13.6 If the Land Holding Trustee fails to exercise the option referred to in *clause 13.2.2*, it will be deemed to have rejected the Settlement Properties which would otherwise have been transferred to it last, unless that would lead to the Maramarua Forest being deemed to be rejected, in which case the Settlement Properties which would otherwise have been transferred immediately before the Maramarua Forest will be deemed to have been rejected.

14 WAIKATO-TAINUI'S OBLIGATIONS

Waikato-Tainui agree:

- 14.1 to ensure that, within 5 Business Days after this Deed becomes unconditional, the Land Holding Trust (which Waikato-Tainui intends to be a charitable trust) is established on the terms set out in the trust deed, a copy of which is attached as *Attachment 7* (with such amendments as the Crown and the Trust Board may agree) and the Land Holding Trustee is appointed; and
- 14.2 to support the passing of the legislation referred to in *clause 19* and any other legislation required to give effect to this Deed and to achieve certainty, finality and durability of the obligations undertaken by each party in order to achieve the Settlement; and
- 14.3 subject to *clause 17.3*, to the removal of Memorials from the titles of land within the Waikato-Tainui Claim Area apart from the Listed Properties and the removal of the obligation to impose Memorials on the titles to such land; and
- 14.4 that, except to the extent necessary to give effect to the Settlement, the right of Waikato-Tainui or any party acting on its behalf to receive accumulated rentals and compensation under the Crown Forest Assets Act 1989 will cease to operate in respect of Crown forests within the Waikato-Tainui Claim Area after the relevant provision in the legislation referred to in *clause 19* comes into force (but without prejudicing any right which the Claimants may have to apply to the Crown Forestry Rental Trust for payment of costs for the preparation and presentation of their claim to the Maramarua forest) or any right of the Land Holding Trustee to rentals as proprietor as referred to in *clause 13.1.4*; and
- 14.5 that the declarations made by the Court of Appeal in *Tainui Maaori Trust Board v Attorney-General* [1989] 2 NZLR 513 (CA 126/89), the interim orders made by Justice Greig by consent in those proceedings, and the

undertaking set out in a letter dated 30 March 1989 from the Crown Law Office on behalf of the Crown will no longer apply, and to initiate or support a discontinuance of the court proceedings as specified in *clause 20*; and

- 14.6 that any land bank arrangement will cease to operate within the Waikato-Tainui Claim Area after this Deed becomes unconditional (except to the extent necessary to give effect to this Deed); and
- 14.7 to use their best endeavours to ensure that the Overlapping Claims are withdrawn by the parties making those claims on the basis that they have been settled by this Deed; and
- 14.8 to forgo redress in relation to their claim to the land referred to in *clause 16.3*, other than as provided in that clause; and
- 14.9 to endorse any application to the Waitangi Tribunal by the Crown for a case to be stated to the Maori Appellate Court to determine any interests in relation to the Maramarua Lands and any other applications to any court to determine those interests, to provide information to enable the determination of such applications, to endorse the need to determine these matters at the hearing of such applications and otherwise to support steps taken by the Crown to resolve the Cross Claims.

15 ACKNOWLEDGEMENTS BY WAIKATO-TAINUI

Waikato-Tainui acknowledge that:

- 15.1 the Crown has acted honourably and reasonably in relation to the Settlement; and
- 15.2 the Settlement is fair, final and durable; and
- 15.3 their agreement to the Settlement is entered into with knowledge of the Crown's proposed policy for settling natural resources claims. Such knowledge does not reflect acceptance of that policy by Waikato-Tainui; and
- 15.4 this Deed and the legislation referred to in *clause 19* will, when this Deed becomes unconditional, settle the Raupatu Claims including those related to coal, other minerals and forests and the raupatu aspects of other grievances held by Waikato-Tainui which relate to land (not including the Waikato River and the West Coast Harbours) in the Waikato-Tainui Claim Area (which does not include the Waiuku and Wairoa blocks) and the Crown is released and discharged in respect thereof; and

- 15.5 the parties intend that the rights and obligations on the part of Waikato-Tainui in this Deed are for the benefit of, and binding upon, Waikato-Tainui and that the Settlement is not for the benefit of any individual, single marae or single hapuu.

16 ACKNOWLEDGEMENTS BY BOTH PARTIES

- 16.1 The parties acknowledge that the public acknowledgement of the wrong done and the redress to be provided under the Settlement reflects:

16.1.1 the final amount of land confiscated and the death and destruction visited on Waikato-Tainui (it being the largest confiscation by area); and

16.1.2 the manner by which Waikato-Tainui's grievance came about; and

16.1.3 the seriousness with which the Crown views raupatu;

and that, accordingly, the Redress Value represents 17% of the value of the redress deemed to have been set aside by the Government for Historical Claims on 21 September 1992 including the 1992 settlement of the fisheries claims (and approximately 20% of the redress for all such Historical Claims excluding those fisheries claims). The parties also agree to the relativity mechanism set out in *Attachment 9*.

- 16.2 The Crown acknowledges that the Crown has not asked Waikato-Tainui to concur with, and Waikato-Tainui has never concurred with, the concept of the settlement envelope or its quantum.

- 16.3 The parties acknowledge that the approximately 19,000 hectares (approximately 47,000 acres) of land (not including the Waikato River and the West Coast Harbours) within the Waikato-Tainui Claim Area administered by the Department of Conservation is significant to Waikato-Tainui. In recognition of the fact that that land is held by the Crown on behalf of all New Zealanders, for the purposes of conservation, and therefore is significant for all New Zealanders, Waikato-Tainui in exercising their mana and as a free gift will through the Settlement give up their claim to that land and forgo further redress in respect of that claim, except the right of first refusal referred to *clause 10*.

17 CONDITION

- 17.1 The Settlement is conditional on the passing of the legislation referred to in *clause 19* by a majority of the House of Representatives which, in the sole discretion of the Crown, is satisfactory to the Crown and the provision of redress by the Crown under *clause 4*, *clause 5*, *clause 6* and

clause 9 will take place, and the provisions of *clause 10* and *clause 11* will take effect, only after that the legislation has come into force.

- 17.2 If the legislation referred to in *clause 19* has not been passed by 31 December 1995, then either party may, by notice to the other, terminate this Deed. If that happens, this Deed will be at an end and neither party will have any rights or obligations under it. The parties agree that this Deed will be treated as having been entered into on a "without prejudice" basis until it becomes unconditional.
- 17.3 The parties acknowledge that the Maramarua Lands are the subject of a competing claim by the Hauraki Maaori Trust Board (Wai 373). Accordingly:
- 17.3.1 It will be necessary for that matter to be resolved in favour of either the Claimants or the Hauraki Maaori Trust Board by an appropriate authority or by agreement between the Claimants and the Hauraki Maaori Trust Board before the transfer of the Maramarua Lands or any portion of the Maramarua Lands and payment of any accumulated rentals, and the removal of Memorials on the titles of the Maramarua Lands can take place. Both parties will endeavour to have the issue resolved expeditiously;
- 17.3.2 In the event that it is finally determined or agreed that the proper claimant is the Hauraki Maaori Trust Board, then the Memorials on the titles to the Maramarua Lands will not be removed under *clause 14.3*, the Maramarua Lands or any portion of the Maramarua Lands will be deleted from the Settlement Properties to be transferred to the Land Holding Trustee, and the accumulated rentals from the Maramarua forest or the relevant portion of them will not be paid to the Land Holding Trustee, with a consequential increase to the amount of the Capital;
- 17.3.3 If any Settlement Properties which are Maramarua Lands (other than the Maramarua forest) are transferred to Waikato-Tainui before the proper claimant for the Maramarua Lands is determined or agreed, such properties will be transferred subject to Memorials. Such Memorials will be removed if it is subsequently determined or agreed that the Claimants are the proper claimants;
- 17.3.4 If, at the date which is 5 years after the date on which this Deed becomes unconditional the proper claimant for the Maramarua Lands had not been determined or agreed, the Maramarua forest will not be transferred to the Land Holding Trustee at that date, and the Crown will pay the remainder of the Capital to the Land

Acquisition Trustee. However, if it is subsequently determined that the Claimants are the proper claimants for the Maramarua forest or any portion of it, the Land Holding Trustee will have an option to purchase with respect to the Maramarua forest or the relevant portion of it on the following terms:

- (i) the option must be exercised by the Land Holding Trustee within 30 Business Days after it is determined or agreed that the claimants are the proper claimants;
- (ii) the price will be determined by agreement between the Crown and the Land Holding Trustee or, in the absence of agreement, by the process outlined in *Attachment 8* being undertaken again;
- (iii) the option will lapse if not exercised by the end of the 30 Business Day period referred to in *clause 17.3.3(I)*;
- (iv) the terms of purchase will otherwise be as specified in *clause 5* with any necessary modifications.

17.3.4 If, after the full Redress Value has been provided to Waikato-Tainui, Waikato-Tainui or any party acting on their behalf become entitled to the accumulated rentals from the Maramarua forest or any portion of it (not including any rentals paid to the Land Holding Trustee as proprietor under any Crown forestry licence after the transfer of the relevant land to the Land Holding Trustee or any money received from the Crown Forestry Rental Trust as payment of costs for the preparation and presentation of the Claimants' claim to the Maramarua forest), Waikato-Tainui will take such steps as are required to ensure that the total amount of redress received by Waikato-Tainui does not exceed the Redress Value, either by waiving that entitlement or accounting to the Crown for any accumulated rentals received.

18 VALUATION OF SETTLEMENT PROPERTIES AND FIXING OF RENTAL

The Transfer Value of each parcel of Settlement Land and each parcel of Improved Land (or where relevant, any combination of parcels of Settlement Land or Improved Land which are identified in *Attachment 2* or *Attachment 3* as a portfolio) will be the value determined using the methodology and in accordance with the process outlined in *Attachment 8* except the land described in CT 53C/662 (South Auckland Registry) (No. 4 Dairy Farm) for which the Transfer Value will be \$2,100,000 (GST exclusive). Where any Settlement Property is to be leased to any Crown Body pursuant to *clause 5.2* or *clause 6.2*, the rental for that Settlement Property as from the commencement of the lease

will be the rental determined in accordance with the process outlined in *Attachment 8*. For the avoidance of doubt, the Crown agrees that if, for any reason, a Crown Body does not participate in, or agree to accept the outcome of, the process referred to in this clause, that process will proceed between the Crown and Waikato-Tainui only and the Crown and Waikato-Tainui will be bound by the outcome notwithstanding that the Crown Body has not participated in the process or agreed to accept its outcome.

19 INTRODUCTION OF LEGISLATION

The Crown agrees that it will propose for the consideration of Parliament legislation to give effect to the Settlement, and to achieve certainty in respect of, and to record the approval by Parliament of, the Settlement. The proposed legislation shall include provision:

- 19.1 for such matters as are necessary to give effect to the trust deed for the Land Acquisition Trust and the Land Holding Trust; and
- 19.2 for a mechanism which permits the Land Holding Trustee, if it elects to do so, to hold in the name of Potatau Te Wherowhero any Settlement Properties, any other properties which have been purchased by the Land Holding Trustee, the former Te Rapa Air Force Base and the former Hopuhopu Military Base; and
- 19.3 for the removal of Memorials from titles to land within the Waikato-Tainui Claim Area (apart from the Listed Properties) when this Deed becomes unconditional or, in the case of any title to the Maramarua Lands, when it is determined or agreed that the Claimants or any other party representing Waikato-Tainui are the proper claimant in respect of that part of the Maramarua Lands to which the title relates; and
- 19.4 for the removal of the obligation to impose Memorials on the titles to land within the Waikato-Tainui Claim Area; and
- 19.5 for the right of first refusal referred to in *clause 10* including the provision for a notation referring to that right to appear on the titles to land to which it applies as described in *clause 10.4*; and
- 19.6 for the payment to the Land Holding Trustee of the accumulated rentals held by the Crown Forestry Rental Trust relating to the Maramarua and Onewhero forests (subject to *clause 17.3*) and for the cessation of the right of Waikato-Tainui or any party acting on its behalf to receive accumulated rentals and compensation under the Crown Forest Assets Act 1989 in respect of Crown forests within the Waikato-Tainui Claim Area (but without prejudicing any right which the Claimants may have to apply to the Crown Forestry Rental Trust for payment of costs for the preparation and presentation of their claim to the Maramarua forest) or

- any right of the Land Holding Trustee to rentals as proprietor as referred to in *clause 13.1.4*; and
- 19.7 for the cessation of the annuity of \$15,000 - \$17,000 per year which is payable to the Trust Board under sections 7(2), 7(2A) and 7(3) of the Maori Trust Boards Act 1955; and
- 19.8 for the discontinuance of any of the Overlapping Claims which the claimants have not withdrawn or agreed to withdraw and for the removal of the jurisdiction of the Waitangi Tribunal to hear further raupatu claims with respect to the Waikato-Tainui Claim Area other than the Excluded Claims and the Cross Claims; and
- 19.9 for the appointment of the Head of the Kahui Ariki for the time being recognised by the Waikato-Tainui tribes or his or her nominee to be a permanent member of the Waikato Conservation Board or any Conservation Board which assumes the responsibilities of the Waikato Conservation Board; and
- 19.10 that the Settlement is for the benefit of all Waikato-Tainui collectively, and not for the benefit of any individual, single marae or single hapuu; and
- 19.11 for any other provisions required to achieve certainty, finality and durability of the Settlement and to give effect to this Deed.

The Claimants or their nominated advisors will participate along with officials in the preparation of drafting instructions to Parliamentary Counsel to prepare the Bill to be introduced. The final form of the Bill will be determined by Cabinet.

20 PROCEDURES REQUIRED TO DISCONTINUE PROCEEDINGS

- 20.1 Waikato-Tainui will on or before the date on which this Deed becomes unconditional obtain from the plaintiff in the litigation referred to in *clause 14.5* and deliver to the Crown a notice of discontinuance of the proceedings in respect of that litigation signed by the solicitor for the plaintiff to those proceedings. In the event that Waikato-Tainui are unable to provide prior to the date specified above a notice of discontinuance:
- 20.1.1 Waikato-Tainui will continue to use their best endeavours to secure a notice of discontinuance from the plaintiff in the litigation; and

- 20.1.2 Waikato-Tainui acknowledge that the Crown will introduce legislation to terminate such proceedings on the same basis as if they had been discontinued by the plaintiff.
- 20.2 Waikato-Tainui will ensure that counsel for the Claimants will, immediately after this Deed becomes unconditional, advise the Waitangi Tribunal by written memorandum in a form approved by the Crown of the Settlement, the terms on which the Settlement has been reached, and the matters which are excluded from the Settlement and request that the Tribunal amend its register to reflect that the Waikato-Tainui Claim has been settled. The Crown will ensure that counsel for the Crown signs an acknowledgement of the matters referred to in the memorandum in accordance with the requirements of the Waitangi Tribunal.

21 GOODS AND SERVICES TAX

The amount of Capital payable by the Crown to the Land Acquisition Trustee is intended by the parties to be received by the Land Acquisition Trustee without any obligation for the Land Acquisition Trustee to account to the Inland Revenue Department for any GST. Similarly, it is intended that the transfer of the Settlement Properties to the Land Holding Trustee will not give rise to any obligation for the Land Holding Trustee to account to the Inland Revenue Department for any GST. If a GST liability exists or arises, it is intended by the parties that no net detriment or benefit should result to the Land Acquisition Trustee or the Land Holding Trustee or the Crown. To this end the parties agree the following:

- 21.1 if the payment of any instalment of the Capital to the Land Acquisition Trustee or the transfer of any Settlement Property to the Land Holding Trustee (or the payment of any indemnity payment made under this clause) results in the Land Acquisition Trustee or the Land Holding Trustee being required to account for output tax as provided by the Goods and Services Tax Act 1985, the Crown will indemnify the Land Acquisition Trustee or the Land Holding Trustee against that GST liability and, on the Business Day on which the Land Acquisition Trustee or the Land Holding Trustee accounts to the Inland Revenue Department for such output tax, the Crown must (subject to *clause 21.2*) pay to the Land Acquisition Trustee or the Land Holding Trustee the amount of such GST liability and any GST paid on that payment;
- 21.2 if, for whatever reason, the Land Acquisition Trustee or the Land Holding Trustee obtains a refund or credit in respect of any output tax for which an indemnity payment is made by the Crown to the Land Acquisition Trustee or the Land Holding Trustee under *clause 21.1*, or in respect of any supply on which GST was not chargeable then, on the Business Day following the Business Day on which the refund or credit

arises, the Land Acquisition Trustee or the Land Holding Trustee must pay to the Crown an amount equating to the refund or credit together with any interest payable by the Commissioner of Inland Revenue on that refund or credit.

22 STAMP DUTY

The Crown acknowledges that the transfers of the Settlement Properties to the Land Holding Trustee, being transfers to which the Crown is a party, will be exempt from stamp duty under section 13(1)(a) of the Stamp and Cheque Duties Act 1971.

23 ENTIRE AGREEMENT

This Deed, and the trust deed for the Land Acquisition Trust, the Leases and the documents evidencing the transfer of the Settlement Properties to the Land Acquisition Trustee and the mandates from Ngaa Marae Toopu and the Trust Board which are attached to this Deed as *Attachment 12* constitute the entire agreement between the parties in relation to the matters referred to in this Deed. This Deed supersedes the Heads of Agreement and all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between the parties relating to such matters but not the Treaty of Waitangi itself.

24 EXCLUDED CLAIMS: WITHOUT PREJUDICE

- 24.1 The Crown acknowledges that the position of Waikato-Tainui in relation to the Waikato River is as follows:
- 24.1.1 Waikato-Tainui's claim to the Waikato River arises as a result of the raupatu;
 - 24.1.2 Waikato-Tainui have a special relationship with the Waikato River since the Waikato River is the ancestor of Waikato-Tainui and the water is the life blood of the ancestor;
 - 24.1.3 the Waikato River determines the identity and wellbeing of Waikato-Tainui and their rangatiratanga over the Waikato River is confirmed by the Treaty of Waitangi;
 - 24.1.4 for Waikato-Tainui the Waikato River means "the Waikato River from the Huka Falls to the mouth and includes its waters, banks and beds (and all minerals under them) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation and floodplains as well as its metaphysical being";
 - 24.1.5 one of the issues which Waikato-Tainui will raise in their claim relating to the Waikato River to the Waitangi Tribunal is the issue

that the creation of the marginal strips by the Crown has divorced and continues to divorce Waikato-Tainui further from the Waikato River and is inconsistent with the Treaty of Waitangi and Waikato-Tainui will be claiming the marginal strips as part of their claim to the Waikato River;

- 24.1.6 this Deed will not affect any claims, rights and interests of Waikato-Tainui in their relationship with the Waikato River.
- 24.2 The Crown agrees that it will ensure that the marginal strips adjacent to the Waikato River remain in Crown ownership until Waikato-Tainui's claim to the Waikato River is resolved.
- 24.3 Waikato-Tainui acknowledge that the Crown's acknowledgment in *clause 24.1* and its agreement in *clause 24.2* do not prejudice the Crown's ability to dispute Waikato-Tainui's position as outlined in that clause in the context of Waikato-Tainui's claim to the Waikato River, to argue that the marginal strips do not form part of the Waikato River or to contend that the definition of the Waikato River is narrower than that set out in *clause 24.1.4*.
- 24.4 The Crown acknowledges that this Deed will not affect any claims of Waikato-Tainui or any rights and interests which Waikato-Tainui may have in their relationship with the Waikato River.
- 24.5 The parties agree that:
- 24.5.1 the Settlement will not affect the Excluded Claims (including the claims to the Waikato River, the West Coast Harbours and the Wairoa and Waiuku blocks) or any remedies which Waikato-Tainui wish to pursue in respect thereof; and
- 24.5.2 the Settlement is, without prejudice to the positions of the parties or the Claimants in relation to the Excluded Claims (including the claims to the Waikato River, the West Coast Harbours and the Wairoa and Waiuku blocks). However, Waikato-Tainui acknowledge that the retention of Memorials on the titles for the Listed Properties means that Waikato-Tainui can pursue the remedy which arises from land being subject to Memorials in respect of their claim to the Waikato River only in respect of those properties. The Crown acknowledges that the removal of Memorials from land adjacent to the Waikato River other than the Listed Properties does not prejudice Waikato-Tainui's ability to claim that the land which was formerly subject to Memorials is part of the Waikato River; and

- 24.5.3 a raupatu argument is reserved to the Claimants in their claim to the Waikato River, the West Coast Harbours and the Wairoa and Waiuku blocks; and
- 24.5.4 the Settlement will not be affected in any way by the outcome of any of the claims by Waikato-Tainui or any party representing Waikato-Tainui to the Waikato River and the West Coast Harbours or the Waiuku or Wairoa blocks; and
- 24.5.5 Waikato-Tainui regard the Waikato River as their Tuupuna; and
- 24.5.6 References in this Deed to the "Waikato River" are to be read as reflecting the differences between the Crown and Waikato-Tainui as to the definition of that term and as to the boundaries of the Waikato River.

25 DECLARATION BY CROWN

The Crown declares that the Prime Minister is authorised to sign this Deed on behalf of the Crown.

26 MANDATE OF WAIKATO-TAINUI

By the execution of this Deed, Waikato-Tainui confirm that Te Arikinui Dame Te Atairangikaahu has been given a mandate from Waikato-Tainui and the Claimants properly authorising her to:

- 26.1 conclude the Waikato-Tainui raupatu claim negotiations by her signing this Deed on behalf of Waikato-Tainui; and
- 26.2 approve the essential terms of the deed establishing the Land Holding Trust, the transfer of the Settlement Properties to the Land Holding Trustee on behalf of Waikato-Tainui, the terms on which the Land Holding Trustee will hold the Settlement Properties on an interim basis and approving the process for agreeing the final management structure for the holding and managing of the Settlement Properties and the establishment of scholarships and endowed colleges; and
- 26.3 approve the essential terms of the deed establishing the Land Acquisition Trust and the payment of the Capital to the Land Acquisition Trustee; and
- 26.4 to take the steps referred to in *clause 20*.

The Crown confirms that it is satisfied with that mandate.

27 NOTICES

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

Crown:

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

Waikato-Tainui:

C/- Tainui Maaori Trust Board
Tainui Maaori Trust Board
Headquarters
Te Rapa Complex
State Highway 1
(PO Box 10392)
HAMILTON

Facsimile: 04 473 3482

Facsimile: 07 849 3832

- 27.2 Delivery may be effected by hand, by post with postage prepaid, or by facsimile.
- 27.3 A notice or other communication delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is not made on a Business Day or is made after 5.00 p.m. on a Business Day, then the notice or other communication will be deemed to have been delivered on the next Business Day.
- 27.4 A notice or other communication delivered by pre-paid post will be deemed to have been received on the 2nd Business Day after posting.
- 27.5 A notice or other communication sent by facsimile will be deemed to have been received on the day of transmission. However, if the date of transmission is not a Business Day or the transmission is sent after 5.00 p.m. on a Business Day then the notice or other communication will be deemed to have been given on the next Business Day after the date of transmission.

28 NO ASSIGNMENT

Neither party may transfer or assign any rights or obligations in this Deed.

29 BUSINESS DAY

Where any payment is required to be made on a day which is not a Business Day, the payment must be made on the next Business Day after that day.

30 AMENDMENT

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

31 RIGHTS AND OBLIGATIONS OF OTHER PARTIES

By the execution of this Deed on their behalf, the Claimants agree to the terms of this Deed and agree with the Crown that they will perform any obligations which they are required to perform under this Deed.

32 APPOINTMENT

Waikato-Tainui appoint Robert Te Kotahi Mahuta or such other person or body as Mr Mahuta (or, on his death or incapacity, the Land Holding Trustee) may, by notice to the Crown, nominate for the purposes of this clause, as their agent to give any notice, exercise any election or enforce any right under this Deed, to waive any provision of this Deed or to agree to any amendment of this Deed on behalf of Waikato-Tainui and on behalf of the Claimants.

33 LAND HOLDING TRUSTEE

The parties agree that, in the period prior to the establishment of the Land Holding Trust, any right, power, discretion or obligation of the Land Holding Trustee under this Deed may be exercised or performed by the Trust Board, and the Land Holding Trustee will be bound by any such act or omission of the Trust Board during that period as if the act or omission had been that of the Land Holding Trustee itself.

34 DEFINITIONS

In this Deed, unless the context requires otherwise:

“**Business Day**” means a day (other than Saturday or Sunday) on which registered banks are open for normal banking business in Wellington;

“**Capital**” means the sum calculated in accordance with *clause 13.1* to be paid by the Crown to the Land Acquisition Trustee under *clause 9*;

“**Coalcorp**” means Coal Corporation of New Zealand Limited;

“**Coalcorp Land**” means the properties in *Attachment 2* as in respect of which Coalcorp is named in column 4 of *Attachment 2* and in respect of which the symbol 2A appears in column 3 of *Attachment 2*;

“**Claimants**” means the claimants in respect of the Waitangi Tribunal claim registered as Wai 30, being Robert Te Kotahi Mahuta on behalf of himself and on behalf of the members of Waikato-Tainui, the members of the Tainui Maaori Trust Board and Nga Marae Toopu;

“Cross Claims” means:

- (i) The Wai 373 claim to the Waitangi Tribunal relating to Maramarua State Forest and surrounding lands and interests in those lands; and
- (ii) The Wai 389 claim to the Waitangi Tribunal being the claim by Ngati Raukawa; and
- (iii) The Wai 443 claim to the Waitangi Tribunal being the claim by Ngati Raukawa; and
- (iv) The Wai 454 claim to the Waitangi Tribunal being the claim by Walter Taipari and others;

“Crown” means Her Majesty the Queen in right of New Zealand;

“Crown Body” means the Crown or a Crown Entity or a State Enterprise or any company which is wholly-owned by a Crown Entity or a State Enterprise;

“Crown Entity” has the meaning given to it in the Public Finance Act 1989;

“Crown Forestry Rental Trust” means the forestry rental trust established under the Crown Forest Assets Act 1989;

“Excluded Claims” means:

- (i) Any claims by Waikato-Tainui to the rivers and harbours within the Waikato-Tainui rohe and to the Wairoa and Waiuku blocks and including those parts of the Wai 30 claim to the Waitangi Tribunal relating to the Waikato River and the West Coast Harbours, being paragraphs A1-5 and C8-9 of the Statement of Claim dated 16 March 1987; and
- (ii) Any claims by individual hapu of Waikato-Tainui to non-raupatu land outside of the Waikato-Tainui Claim Area; and
- (iii) The Wai 185 claim to the Waitangi Tribunal being the claim by A Wirihana in relation to the Pepepe land;

“Heads of Agreement” means the Heads of Agreement between the Crown and Robert Te Kotahi Mahuta on behalf of himself, Nga Marae Toopu, the Tainui Maaori Trust Board and the various hapu of Waikato-Tainui dated 21 December 1994;

“Historical Claims” has the meaning given to it in *Attachment 9*;

“Improved Land” means the parcels of land described in *Attachment 3* and the improvements on that land as well as any fittings, plant, equipment, livestock and other chattels which are situated on or in land and intended to be transferred with the land as part of a going concern or as an integral part of the transaction;

“Land Acquisition Trust” means the trust to be established by the Crown under *clause 9.1*;

“Land Acquisition Trustee” means the trustee for the time being of the Land Acquisition Trust acting in that capacity;

“Land Holding Trust” means the trust to be established by Waikato-Tainui under *clause 14.1*;

“Land Holding Trustee” means the trustee for the time being of the Land Holding Trust acting in that capacity;

“Lease” means each lease to be granted by the Crown referred to in *clause 7*;

“Lease Form” means one of the standard forms of lease set out in Part A of *Attachment 5*;

“Listed Properties” means any parcels of land which are, at the date of this Deed, subject to Memorials and which are adjacent to the Waikato River. For the purposes of this definition and for no other purpose, and, specifically, without prejudice to *clause 24*, a parcel of land is adjacent to the Waikato River if:

- (i) it has a common boundary with the bed of the Waikato River (being the space of land which the waters of the River cover at its fullest flow without overtopping its banks (“the bed”));
- (ii) it has a common boundary with a marginal strip, esplanade strip or esplanade reserve which itself has a common boundary with the bed of the Waikato River.

Where any area of land has been subdivided since the time of the notation of the Memorial on its title, the whole area of land prior to the subdivision will be deemed for the purposes of this definition to be adjacent to the Waikato River if any subdivided part of it is adjacent to the Waikato River;

“Maramarua Lands” means the land described in *Attachment 10*;

“Memorials” means resumptive memorials imposed on land pursuant to the State-Owned Enterprises Act 1986, the New Zealand Railways

Corporation Restructuring Act 1990 and the Education Act 1989 and any legislative provision having a similar intent;

“Overlapping Claims” means the Raupatu Claims other than the Waikato-Tainui Claim, including the Wai 306 claim to the Waitangi Tribunal being the claim by Garth Banks on behalf of Ngaati Haua and the Wai 494 claim to the Waitangi Tribunal being the claim by Taka o te Rangi Taka on behalf of Ngaati Kohiriki;

“raupatu” means the confiscation of land referred to in *Recital C*;

“Raupatu Claims” means all claims by or on behalf of Waikato-Tainui or any hapuu of Waikato-Tainui arising out of the loss of land and of interests in land in the Waikato-Tainui Claim Area by raupatu, and whether arising at law or otherwise, and including -

- (i) Parts of the Wai 30 claim to the Waitangi Tribunal, namely:
 - Statement of Claim of 16 March 1987 (#1.1 on Waitangi Tribunal record);
 - Amended Statement of Claim of 16 March 1987 (#1.1(a));
 - Letter of 12 August 1987 (#1.1(b)); and
 - Statement of Claim of 17 June 1991 (#1.1(c)).
- (ii) The Wai 306 claim to the Waitangi Tribunal being the claim by Garth Banks on behalf of Ngaati Haua; and
- (iii) The Wai 494 claim to the Waitangi Tribunal being the claim by Taka o te Rangi Taka on behalf of Ngaati Kohiriki

including all claims to coal, other minerals and forests within the Waikato-Tainui Claim Area but excluding the Excluded Claims.

“Redress Value” means \$170,000,000 (one hundred and seventy million dollars);

“Rejected Land” means any parcels of Settlement Land or Improved Land (except those in respect of which column 3 of *Attachment 2* states that such parcels are currently owned by Electricity Corporation of New Zealand Limited or any wholly-owned subsidiary of it) in respect of which Waikato-Tainui have exercised their rights under *clause 8*;

“Residual Crown Land” means:

- (i) any freehold parcels of real property (including improvements) situated in the Waikato-Tainui Claim Area which is owned by the

Crown or any of the Crown Bodies described in *Attachment 11* at the date on which this Deed becomes unconditional and which are not Settlement Properties other than as a result of the exercise by Waikato-Tainui of their rights under *clause 8*; and

- (ii) any parcels of Rejected Land in respect of which the relevant Crown Body has not entered into an agreement to sell which complies with *clause 10* on or before the date which is 2 years after the date on which Waikato-Tainui exercised its rights under *clause 8*;

“**Settlement**” means the settlement to be effected pursuant to this Deed;

“**Settlement Land**” means the parcels of land described in *Attachment 2* (but, where there are improvements on the relevant parcel of land, does not include those improvements);

“**Settlement Properties**” means all of the properties comprising the Settlement Land and the Improved Land and “**Settlement Property**” means any one of the Settlement Properties or any grouping referred to in *clause 5.7* and *clause 6.7*;

“**State Enterprise**” has the meaning given to it in the State-Owned Enterprises Act 1986;

“**Transfer Value**” in respect of any Settlement Property has the meaning set out in *clause 18*;

“**Trust Board**” means the Tainui Maaori Trust Board;

“**Waikato-Tainui**” means the Waikato descendants of the Tainui Waka who suffered or were affected by the confiscation of their lands by the New Zealand Government under the New Zealand Settlements Act 1863 being the following hapuu of Waikato-Tainui:

Ngaikai	Ngaati Pou	Ngaati Kuiaarangi
Ngaati Tamaaoho	Ngaati Ruru	Ngaati Tai
Ngaati Kohiriki	Ngaati Werokoko	Ngaati Maahanga
Ngaati Te Ata	Ngaati Paretakawaa	Ngaati Tamainupo
Te Aakitai	Ngaati Ngutu	Ngaati Wairere
Ngaati Paretauaa	Ngaati Hikairo	Ngaati Makirangi
Ngaati Tiipaa	Ngaati Puhiaue	Ngaati Koroki
Ngaati Aamaru	Ngaati Mahuta (North)	Ngaati Raukawa ki Panehakua
Ngaati Naho	Ngaati Mahuta (South)	Ngaati Tahinga
Ngaati Hine	Ngaati Te Wehi	Ngaati Aapakura
Ngaati Taratikitiki	Ngaati Whawhaakia	Ngaati Hauaa

“Waikato-Tainui Claim” means the following parts of the Wai 30 claim:

- (i) Statement of Claim of 16 March 1987 (#1.1 on Waitangi Tribunal record);
- (ii) Amended Statement of Claim of 16 March 1987 (#1.1(a));
- (iii) Letter of 12 August 1987 (#1.1(b)); and
- (iv) Statement of Claim of 17 June 1991 (#1.1(c)),

excluding the Excluded Claims;

“Waikato-Tainui Claim Area” means the land bordered with bold black lines on Survey Office plan number 60013, lodged in the office of the Department of Survey and Land Information at Hamilton and approved for Parliamentary purposes, a copy of which is attached as *Attachment 1* (which excludes the Waiuku and the Wairoa blocks);

“West Coast Harbours” means the harbours of Kawhia, Aotea, Whaingaroa, and Manukau including their waters, their beds and their foreshores.

35 INTERPRETATION

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

- 35.1 Headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 35.2 Words or phrases (other than proper names) appearing in this Deed with capitalised initial letters and the term “raupatu” are defined terms and bear the meanings given to them in this Deed;
- 35.3 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;
- 35.4 The singular includes the plural and vice versa, and words importing one gender include the other genders;
- 35.5 References to Recitals, clauses and Attachments are to Recitals and clauses of, and Attachments to, this Deed;
- 35.6 A reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;

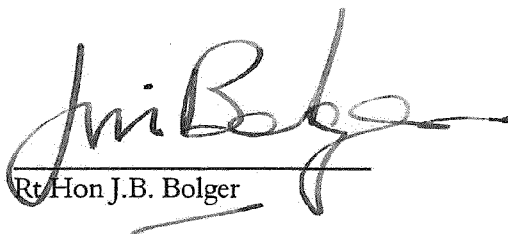
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- 35.7 A reference to a party to this Deed or any other document or agreement includes that party's successors;
- 35.8 A reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced from time to time;
- 35.9 References to monetary amounts are to New Zealand currency;
- 35.10 References to "written" or "in writing" include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form.

36 ATTACHMENTS

The parties agree that the Attachments to this Deed are the documents identified as such which have been signed by a representative of the Crown and a representative of the Trust Board on behalf of Waikato-Tainui for identification purposes. The parties acknowledge that the Attachments contain information which is commercially sensitive and that they will endeavour to keep that information confidential.

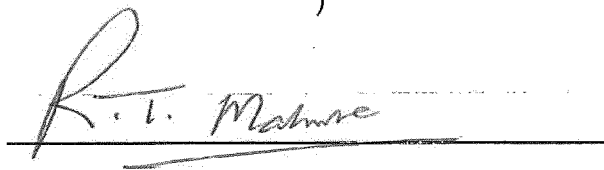
EXECUTED as a deed on 22 May 1995

SIGNED for and on behalf of
HER MAJESTY THE QUEEN in right
of New Zealand by the Right Honourable
JAMES BRENDAN BOLGER,
Prime Minister of New Zealand
in the presence of:

)
)
)
) 
) Rt Hon J.B. Bolger
)
)

Witness:

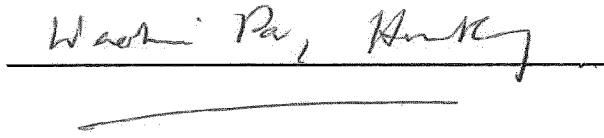
Signature:



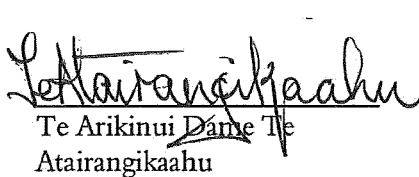
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Address:

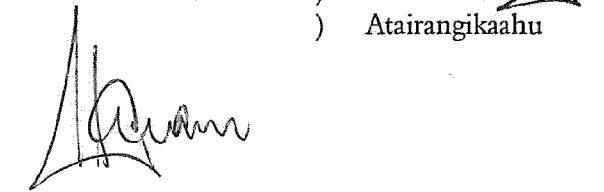


SIGNED for and on behalf
of WAIKATO-TAINUI and the
Claimants by TE ARIKINUI
DAME TE ATAIRANGIKAAHU
in the presence of:

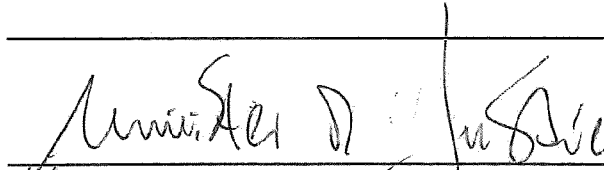
)
)
) 
) Te Arikiniui Dame Te
) Atairangikaahu

Witness:

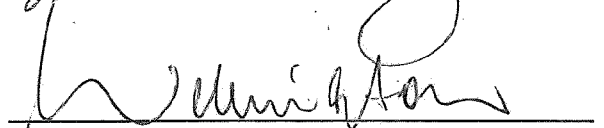
Signature:



Occupation:



Address:



Parties

HER MAJESTY THE QUEEN
in right of New Zealand

and

WAIKATO-TAINUI

DEED OF SETTLEMENT
ATTACHMENTS


22 May 1995

ATTACHMENT 1

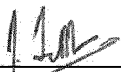
MAP OF WAIKATO-TAINUI
CLAIM AREA

This cover page and the attached 1 page are Attachment 1 to the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995. (Reference: Recital C and clause 34, definition of "Waikato-Tainui Claim Area")

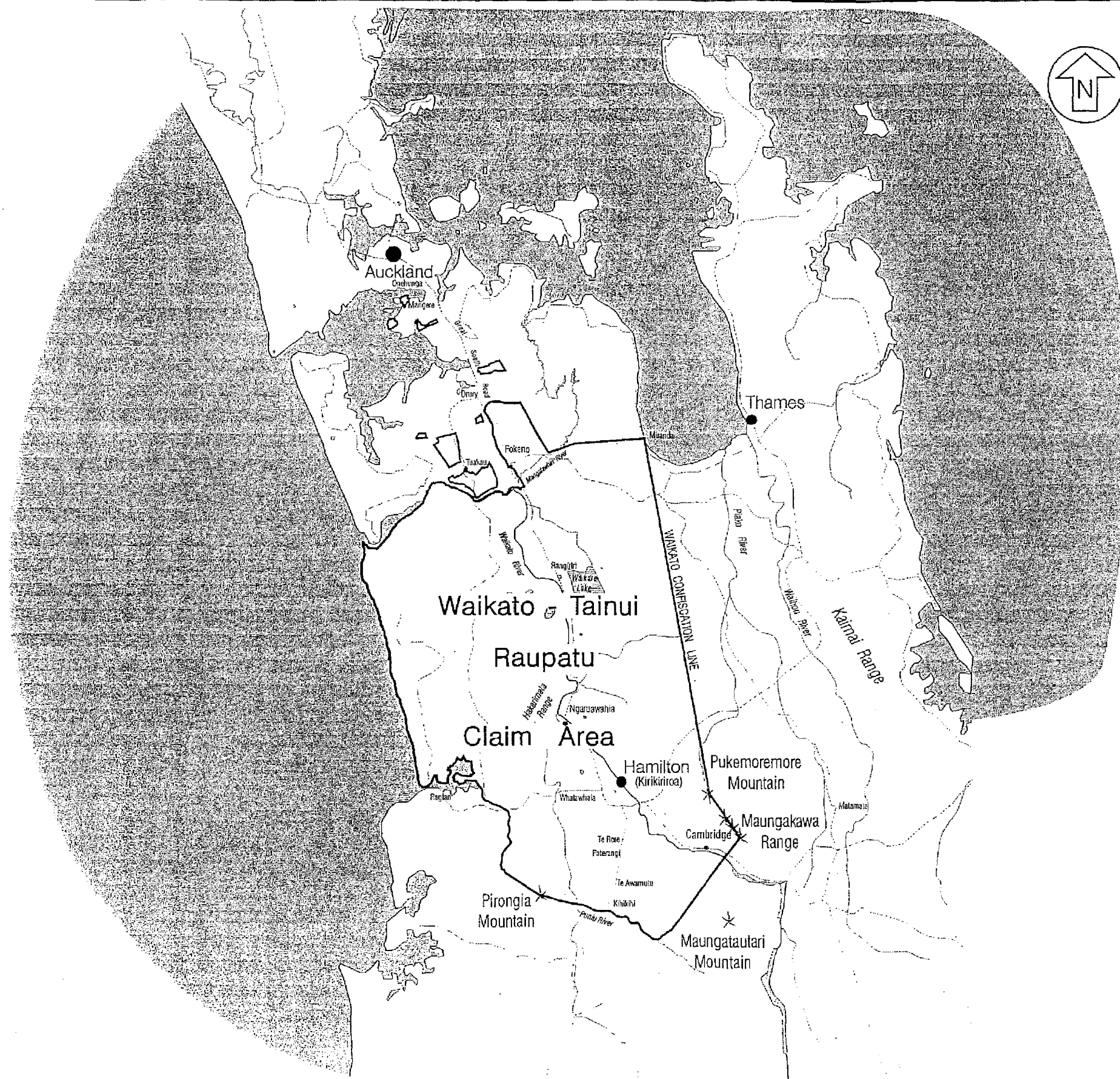
Signed by the parties' representatives:



for Her Majesty the Queen



for Waikato-Tainui



Approvals

Total Area

Comprised in

I, Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at this day of 19..... Signature

Field Book..... p. Traverse Book p.

Reference Plans

Examined Correct

Approved for Parliamentary Purposes

2.1.5.1995 *Boleman* acting Chief Surveyor

Deposited this day of 19

District Land Registrar

File
Received
Instructions

SO 60113

DISTRICT SOUTH AUCKLAND
 Survey Blk. & Dist
 MS 261 Sheet Record Map No

Waikato - Tainui Raupatu Claim Area


TERRITORIAL AUTHORITY
 Prepared by the Dept of Survey and Land Information
 Scale 1 : 600 000 Date : April 1995

ATTACHMENT 2


SCHEDULE OF SETTLEMENT LAND

This cover page and the attached 24 pages are Attachment 2 to the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995. (Reference: Clause 5 and clause 34, definition of "Settlement Land")

Signed by the parties' representatives:



for Her Majesty the Queen



for Waikato-Tainui

ATTACHMENT 2

Schedule of Settlement Land

This guide explains how to interpret the details in *Attachment 2*. Those details need to be read in conjunction with *clause 5*. References in this guide to clauses and Attachments are to clauses of, and Attachments to, the Deed and terms defined in the Deed have the same meaning in this guide.

Column 1

This gives details identifying the relevant property. The parts referred to in the description of the property numbered 1129 in Column 1 are those areas hatched black on the plan attached to *Attachment 2* identified as comprising one area of 53 hectares and one area of 12 hectares less the area identified as being 5.88 hectares of that plan. The part referred to in the description of the property numbered 1131 in Column 2 is the area hatched black and identified as being 23 hectares on the plan attached to *Attachment 2*.

Column 2

This sets out the quarter and year in which the property is to be transferred by the Crown to the Land Holding Trustee. In terms of *clause 5.1*, the transfer is required to take place on or before the last Business Day of the quarter. The quarters are numbered consecutively, with number 1/1 being the first three month period following the first day of the month after the month in which the Deed becomes unconditional, number 1/2 being the first three month period in the year commencing on the first anniversary of the first day of the month after the month in which the Deed becomes unconditional and so on.

Column 3

This sets out the basis on which the property is to be transferred to the Land Holding Trustee. The key to the codes used in this column are:

- (i) 2A indicates "sale of land only with lease back to vendor agency";
- (ii) 2B indicates "sale of land only subject to any existing 3rd party leases";
- (iii) 2C indicates "sale of land only with lease back to Coalcorp following purchase from Mine Rescue Service".
- (iv) 2E indicates "sale of land only (subject to further negotiations)".

Column 4

This names the Crown agency or Crown Body which currently owns the property. Where that agency or Crown Body is not itself an organ of the Crown, the Crown will purchase the property from the agency and transfer it on to the Land Holding Trustee. Where the property is sold subject to a lease back (i.e. the symbol 2A appears in column 3), the lease will be to the Crown agency or Crown Body named in this column and columns 6-8 give details of the lease.

Column 5

This column is redundant.

Column 6

This sets out (in years) the initial term of the Lease.*

Column 7

This sets out (in years) the term for which the Lease will be renewed if any right or rights of renewal in the Lease are exercised.*

Column 8

This sets out the number of rights of renewal of the Lease.*

Column 9

This identifies the portfolio to which the property belongs for the purpose of *clause 5.7*. If a property is not part of a portfolio, it is identified as "Individual".

Miscellaneous

For the purposes of *clause 5.2* the period between rent reviews for the Leases to "Justice-Correction" is 5 years.

* Where these columns are not completed, they may be completed after the relevant matters are agreed in negotiations up to 15 July 1995. If no agreement is reached, these matters will be determined under *clause 7*.

Attachment 2: Settlement Land

Deed Of Settlement

1				2	3	4	5	6	7	8	9	
Property Detail				Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio	
926	53C/660	AgResearch CRI Core properties, Ruakura Research	Ruakura	Lot 3 DP S66853, campus	16.977	3/2	2A	AgResearch	AgResearch	10	10	CR AGR 1
928	53C/666	AgResearch CRI Core properties, Ruakura Research	Ruakura	Lot 9 DP S66853, campus	2.496	3/2	2A	AgResearch	AgResearch	10	10	CR AGR 1
929	53C/664	AgResearch CRI Core properties, Ruakura Research	Ruakura	Lot 7 DP S66853, campus	6.1705	3/2	2A	AgResearch	AgResearch	10	10	CR AGR 1
1129		Ruakura Campus extension including abatoir	Ruakura	Part of 53C/650 and Part of 53C/663	59	3/2	2A	AgResearch	AgResearch	10	10	CR AGR 1
1131	Pt 53C/663	Ruakura Research Farmland	Ruakura	Part of 53C/663	23	3/2	2A	AgResearch		40		0 AGR 1
5	52D/613	Whatawhata Research Station	Whatawhata	Sec 1-5 SO 59624; Sec 2,3 SO 56852; Sec 3-6 SO	557.4973	3/2	2A	AgResearch	AgResearch	10	10	3 AGR 4
911	52D/614	Whatawhata Research Centre, Whatawhata Rd	Whatawhata	Pt lot 1 DP 23224; sec 43, 44, 45, 46 (PT) Karamu Parish	260.9967	3/2	2A	AgResearch	AgResearch	10	10	3 AGR 4
12	75C/560	Surrey non-directional beacon. Wyatt Rd	Maramarua	Pt Allot 223 Koheroa Parish Blk XVI Opaheke SD	0.7408	2/5	2A	Airways Corporation	Airways	6	6	3 AIRWAYS
308	100/1059	Family Home 36 Garnett Ave	Hamilton	Lot 4 DP 12893	0.1408	2/2	2A	Childrens & Young People	CYPS	25	25	2 Individual
309	Pt 397/184	Secure Institution, 419 Dey Street (Girls Home)	Hamilton	Allot 365 Town of Hamilton East	1.8396	2/2	2A	Childrens & Young People	CYPS	25	25	2 Individual
310	460/175	Fam.Home 342 Cambridge Rd	Hamilton	Lots 11 & 12 DP 51470	0.2246	2/2	2A	Childrens & Young People	CYPS	25	25	2 Individual
311	322/175	Fam.Home 235 Clarkin Road	Hamilton	Lot 5 DP 11935	0.1373	2/2	2A	Childrens & Young People	CYPS	25	25	2 Individual
312		Fam.Home 56 Carrington Rd	Hamilton	Lot 5 DP 4568, lot 24 DP 8785	0.1285	2/2	2A	Childrens & Young People	CYPS	25	25	2 Individual
313	58/715	Fam.Home 6 Alfred St	Hamilton	Lot 3 DP 31996	0.0996	2/2	2A	Childrens & Young People	CYPS	25	25	2 Individual
314		Fam.Home 23 Collins Rd	Hamilton	Lot 3 DP 66673	0.153	2/2	2A	Childrens & Young People	CYPS	25	25	2 Individual
113			Huntly	Blk XII Rangiriri SD	0.2049	3/2	2A	CoalCorp	Final Exp 2087	31	40	CEAST
114			Huntly	Pt Allot 5 Taupiri Parish	0.1897	3/2	2A	CoalCorp	Final Exp 2087	31	40	CEAST

Attachment 2: Settlement Land

Deed Of Settlement

1					2	3	4				5	6	7	8	9
Property Detail					Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio			
115 25C/871	East Mine Infrastructure	Huntly	PT ALLOTS 812,813,814 TAUPIRI PSH	91.8765	3/2	2A	CoalCorp	Final Exp 2087	31	40	CEAST				
116 52D/567		Huntly	PT ALLOT 886 TAUPIRI PSH	0	3/2	2A	CoalCorp	Final Exp 2087	31	40	CEAST				
117 10D/800		Huntly	ALLOT 746 TAUPIRI PSH	21.8783	3/2	2A	CoalCorp	Final Exp 2087	31	40	CEAST				
118 43C/873		Huntly	ALLOT 745 TAUPIRI PSH	0.0531	3/2	2A	CoalCorp	Final Exp 2087	31	40	CEAST				
119 51/131		Huntly	PT ALLOT 6 TAUPIRI PSH	0.6236	3/2	2A	CoalCorp	Final Exp 2087	31	40	CEAST				
120 5B/1177	Maramarua Ops	Maramarua	Pt Sec 1S Kopuku No 2 Settlement	62.9236	4/5	2A	CoalCorp	Final Exp 2087	31	40	CMARA				
121 5B/1178		Maramarua	SEC 10S KOPUKU NO 2 SETTLEMENT	57.9636	4/5	2A	CoalCorp	Final Exp 2087	31	40	CMARA				
122 1496/67		Maramarua	PT SECS 6S,18S,19S & PT 185 SO 21056 & 36042	153.0116	4/5	2A	CoalCorp	Final Exp 2087	31	40	CMARA				
123 1430/44		Rotowaro	LOT 1 DP 1527	0.0918	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
124 33A/61		Rotowaro	PT LOT 1 DP 36747	0.4605	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
125 937/127		Rotowaro	LOT 2 DP 33572	0.1012	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
126 1200/30		Rotowaro	LOT 3 DP 2452	1.9295	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
127 869/77		Rotowaro	LOT 1 DP 33572	0.1047	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
128 773/207		Rotowaro	PT ALLOT 80 PEPEPE PSH	0.0304	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
129 883/180		Rotowaro	PT LOT 1 DP 31221	10.799	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
130 904/175		Rotowaro	LOT 1 DP 25019	0.1016	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
131 657/1		Rotowaro	LOT 2 DP 25019	0.1012	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
132 670/225		Rotowaro	LOT 3 DP 25019	0.1012	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
133 798/231		Rotowaro	LOT 4 DP 25019	0.1229	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
134 769/278		Rotowaro	PT ALLOT 69 PEPEPE PSH	0.3898	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
135 43D/742		Rotowaro	PT ALLOTS 69,74 PEPEPE PSH	11.6188	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
136 43D/189		Rotowaro	LOT 1 DP 36804	0.1138	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				

Attachment 2: Settlement Land

Deed Of Settlement

1					2	3	4				5	6	7	8	9
Property Detail					Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio			
137 380/181		Rotowaro	PT ALLOT 78A PEPEPE PSH	0.3293	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
138 43D/540		Rotowaro	PT ALLOT 78A PEPEPE PSH	5.0854	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
141 33B/331	1 Dwelling	Rotowaro	PT ALLOT 72 PEPEPE PSH	30.187	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
142 33A/51	Crooks Farm Ops	Rotowaro	PT ALLOT 73B PEPEPE PSH	26.2236	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
143 51C/664		Rotowaro	LOTS 1,2 & 4 DP 62002	181.0834	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
144 773/45		Rotowaro	PT ALLOT 80 PEPEPE PSH	3.1641	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
145 53D/961		Rotowaro	LOTS 2 & 4 DP 26226	79.723	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
146 53D/964	3 Dwellings/Farm Bldgs	Rotowaro	SECS 2 & 5 SO 59708	515.63	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
147 32D/757		Rotowaro	ALLOTS 363,365,376 PEPEPE PSH	40.6961	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
148 54A/242		Rotowaro	SEC 4 SO 59708	149.35	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
149 53D/963		Rotowaro	SEC 3 SO 59708	1.297	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
150 32D/758		Rotowaro	ALLOTS 297,307,366,384 PEPEPE PSH	139.6078	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
151 53D/962		Rotowaro	SECS 1 & 6 SO 59708	104.16	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
152 54A/243		Rotowaro	SEC 7 SO 59708	0.0629	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
153 1276/70	Waipuna Screens	Rotowaro	PT ALLOT 78B2A PEPEPE PSH	117.5232	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
154 33C/768		Rotowaro	PT ALLOT 78B1 PEPEPE PSH	2.8985	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
155 43C/888		Rotowaro	PT ALLOT 168 DP 25447 PEPEPE PSH	11	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
156 51C/663		Rotowaro	PT ALLOT 168 DPS 62002 PEPEPE PSH	16.263	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
157 43C/887		Rotowaro	LOT 18 DP 32232	0.132	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
158 34A/503		Rotowaro	LOT 12 DP 32232	0.0872	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
159 51C/660		Rotowaro	LOT 6 DP 62002	0.0204	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
160 34A/504		Rotowaro	LOT 8 DP 32232	0.0865	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				

Attachment 2: Settlement Land

Deed Of Settlement

1				2	3	4				5	6	7	8	9
Property Detail				Quarter of Transfer	Trfr Basis	Agency				Lease Form	Initial term	Renewal Term	No.	Portfolio
161 813/242		Rotowaro	LOT 2 DP 31633	0.0594	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
162 34A/505		Rotowaro	LOT 11 DP 32688	0.0814	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
163 51C/662		Rotowaro	LOTS 3,5 & 7 DP 62002	0.1544	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
164 33A/55		Rotowaro	LOT 13 DP 32688	0.0849	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
165 33A/821		Rotowaro	LOT 26 DP 32688	0.092	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
166 33A/60		Rotowaro	LOT 20 DP 32688	0.0918	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
167 55A/320		Rotowaro	LOTS 6 & 14 DP 32688	0	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
168 55A/320		Rotowaro	LOTS 4,5,8,9 & 17 DP 32688	0	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
169 33A/57		Rotowaro	LOT 10 DP 32688	0.0809	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
170 55A/320		Rotowaro	LOTS 21,22,23,24, DP 32688	0	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
171 41A/588		Rotowaro	LOT 19 DP 32688	0.1356	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
172 55A/320		Rotowaro	LOT 25 DP 32688	1.5126	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
173 933/283		Rotowaro	ALLOT 280 PEPEPE PSH	0.7967	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
174 810/7	Rotowaro Screens	Rotowaro	PT ALLOT 79 BEING PT DP 17388 PEPEPE PSH	19.4709	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
175 13C/1140		Rotowaro	LOTS 8,10,11,18,27,30,31,32,33,36,38,44,45,47,49,5	4.0856	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
176 33C/599		Rotowaro	LOT 7 DP 17389	0.1011	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
177 33C/766		Rotowaro	LOT 9 DP 17389	0.1011	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
178 34A/514		Rotowaro	LOT 13 DP 17389	0.1011	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
179 33C/767		Rotowaro	LOT 14 DP 17389	0.1011	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
180 33D/589		Rotowaro	LOT 15 DP 17389	0.1011	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
181 606/137		Rotowaro	LOT 16 DP 17389	0.1012	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
182 33B/333		Rotowaro	LOT 17 DP 17389	0.1011	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	
183 979/263		Rotowaro	LOT 19 DP 17389	0.1437	3/2	2A	CoalCorp			Final Exp 2087	31	40	CROTO	

Property Detail			2	3	4	5	6	7	8	9	
			Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio	
184	33C/769	Rotowaro	LOT 20 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
185	33C/764	Rotowaro	LOT 21 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
186	11D/1312	Rotowaro	LOT 22 DP 17389	0.1012	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
187	33C/765	Rotowaro	LOT 23 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
188	33A/108	Rotowaro	LOT 24 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
189	43C/886	Rotowaro	LOT 25 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
190	815/32	Rotowaro	LOT 26 DP 17389	0.1	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
191	43C/937	Rotowaro	LOT 28 DP 17389	0.1156	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
192	33C/600	Rotowaro	LOT 29 DP 17389	0.1188	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
193	33B/326	Rotowaro	LOT 34 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
194	33B/327	Rotowaro	LOT 35 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
195	33C/594	Rotowaro	LOT 37 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
196	33A/56	Rotowaro	LOT 39 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
197	33C/770	Rotowaro	LOT 40 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
198	43C/885	Rotowaro	LOT 41 DP 17389	0.1674	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
199	51A/547	Rotowaro	LOT 42 DP 17389	0.1454	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
200	1028/169	Rotowaro	LOT 46 DP 17389	0.1244	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
201	34A/515	Rotowaro	LOT 48 DP 17389	0.1236	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
202	33C/761	Rotowaro	LOT 50 DP 17389	0.1181	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
203	43C/884	Rotowaro	LOT 51 DP 17389	0.1153	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
204	34A/516	Rotowaro	LOT 52 DP 17389	0.1125	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
205	33A/54	Rotowaro	LOT 53 DP 17389	0.11	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
206	47C/629	Rotowaro	LOT 58 DP 17389	0.1341	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
207	606/295	Rotowaro	LOT 60 DP 17389	0.112	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
208	33B/328	Rotowaro	LOT 61 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
209	33A/66	Rotowaro	LOT 62 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
210	34A/502	Rotowaro	LOT 63 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
211	33A/67	Rotowaro	LOT 64 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO
212	33A/59	Rotowaro	LOT 65 DP 17389	0.1123	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO

Attachment 2: Settlement Land

Deed Of Settlement

1				2	3	4				5	6	7	8	9
Property Detail				Quarter of Transfer	Trfr Basis	Agency				Lease Form	Initial term	Renewal Term	No.	Portfolio
213 43D/794	Rotowaro	LOT 67 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
214 983/262	Rotowaro	LOT 68 DP 17389	0.1012	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
215 33A/53	Rotowaro	LOT 71 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
216 43C/883	Rotowaro	LOT 83 DP 17389	0.1196	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
217 43C/882	Rotowaro	LOT 90 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
218 33B/330	Rotowaro	LOT 91 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
219 33A/109	Rotowaro	LOT 92 DP 17389	0.1016	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
220 979/224	Rotowaro	LOT 1 DP 30083	15.7079	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
221 979/37	Rotowaro	LOT 1 DP39	0.1204	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
222 748/58	Rotowaro	LOT 4 DP 17389	0.1533	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
223 33A/111	Rotowaro	LOT 5 DP 17389	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
224 33C/771	Rotowaro	LOT 6 DP 17389	0.1097	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
225 33B/332	Rotowaro	PT ALLOT 79 PEPEPE PSH	9.5484	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
226 51A/560	Rotowaro	LOTS 1 & 2 DP 17389	1.6557	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
227 49C/904	Rotowaro	PT ALLOT 74 DP 40350 PEPEPE PSH	0.212	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
228 803/13	Rotowaro	LOT 5 DP 25019	0.1011	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
229 656/300	Rotowaro	LOT 6 DP 25019	0.1012	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
230 659/193	Rotowaro	LOT 7 DP 25019	0.1012	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
231 657/67	Rotowaro	LOT 8 DP 25019	0.1042	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
232 1201/151	Rotowaro	LOT 4 DP 2452	3.9008	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
233 1200/44	Rotowaro	LOTS 1 & 2 DP 36961	0.1809	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
234 772/163	Rotowaro	PT ALLOT 80 PEPEPE PSH	5.076	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
235 533/97	Rotowaro	ALLOT 149 PEPEPE PSH	1.62	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
236 33A/58	Rotowaro	LOT 2 DP 15542	8.0838	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
237 43C/881	Rotowaro	LOT 82 DP 17389	0.1019	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				
238 47C/628	Rotowaro	ALLOT 144A PEPEPE PSH	1.816	3/2	2A	CoalCorp	Final Exp 2087	31	40	CROTO				

1					2	3	4		5	6	7	8	9
Property Detail					Quarter of Transfer	Trfr Basis	Agency		Lease Form	Initial term	Renewal Term	No.	Portfolio
239 1491/95		Rotowaro	LOT 1 DPS 5776 BLK X1V RANGIRIRI SD	0.1011	3/2	2A	CoalCorp		Final Exp 2087	31	40		CROTO
240 773/57		Rotowaro	PT ALLOT 80 PEPEPE PSH	0.4749	3/2	2A	CoalCorp		Final Exp 2087	31	40		CROTO
241 52C/358		Rotowaro	SECS 1 & 2 SO 59515	14.127	3/2	2A	CoalCorp		Final Exp 2087	31	40		CROTO
243 673/129		Rotowaro	PT ALLOT 74 PEPEPE PSH	6.0702	3/2	2A	CoalCorp		Final Exp 2087	31	40		CROTO
244 5A/1397		Rotowaro	ALLOT 367 PEPEPE PSH	3.7054	3/2	2A	CoalCorp		Final Exp 2087	31	40		CROTO
247 0		Rotowaro	New Title to be generated	0	3/2	2A	CoalCorp		Final Exp 2087	31	40		CROTO
248 0		Rotowaro	New Title to be generated	0	3/2	2A	CoalCorp		Final Exp 2087	31	40		CROTO
249 940/231		Rotowaro	LOT 12 DP 17389	0.1012	3/2	2A	CoalCorp		Final Exp 2087	31	40		CROTO
250 0	Rotowaro Office/2 Dwellings	Rotowaro	New Title to be generated	0	3/2	2A	CoalCorp		Final Exp 2087	31	40		CROTO
251 50B/714	Weavers Screens	Huntly	LOTS 1,2,3 DP 61669	2.634	3/2	2A	CoalCorp		Final Exp 2087	31	40		CWEAVERS
252 55A/772	Industrial	Huntly	PT LOT 1 DP 28499 PT LOT 3 DP 1053 PT	30	3/2	2A	CoalCorp		Final Exp 2087	31	40		CWEAVERS
253 23C/194		Huntly	PT LOT 1 DPS 3964	0.9891	3/2	2A	CoalCorp		Final Exp 2087	31	40		CWEST
254 43D/795	1 Dwelling	Huntly	ALLOT 37 PEPEPE PSH BLK X1 RANGIRIRI SO	22.2577	3/2	2E	CoalCorp		Final Exp 2087	31	40		Individual
255 33A/110	West Mine Infrastructure, (1 Dwelling)	Huntly	PT LOT 1 DP 23255	20.9551	3/2	2E	CoalCorp		Final Exp 2087	31	40		Individual
256 1400/16		Huntly	LOT 2 DP 23255	22.6876	3/2	2E	CoalCorp		Final Exp 2087	31	40		Individual
257 43C/868		Huntly	LOT 1 DPS 4065	0.8094	3/2	2E	CoalCorp		Final Exp 2087	31	40		Individual
258 33C/763		Huntly	LOTS 1 & 3 DPS 7517	4.7846	3/2	2E	CoalCorp		Final Exp 2087	31	40		Individual
259 33C/596		Huntly	PT LOT 2 DPS 7517	2.9107	3/2	2E	CoalCorp		Final Exp 2087	31	40		Individual
260 33C/595		Huntly	ALLOT 322 PEPEPE PSH	0.0662	3/2	2E	CoalCorp		Final Exp 2087	31	40		Individual
284 43D/698	1 Dwelling/Farm Bldgs	Maramarua	LOTS 5,16 PT LOTS 12,13,14 DP 14306	133.3185	4/5	2E	CoalCorp		Final Exp 2087				Individual
285 43D/530		Maramarua	LOT 2 DPS 16755	37.6383	4/5	2E	CoalCorp		Final Exp 2087				Individual

Attachment 2: Settlement Land

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Property Detail					Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio			
286 71D/658		Maramarua	LOTS 2,4 DP 15311 BLK 111 MARAMARUA SD	9.409	4/5	2E	CoalCorp	Final Exp 2087						Individual	
295 47C/811	Potable water supply	Huntly	SEC 1 SO 50472	0.1609		2E	CoalCorp	Final Exp 2087						Individual	
261 27A/68		Ohinewai	LOT 3 DP 15270 ALLOT 820	25.0715	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
262 489/194	1 Dwelling/Farm Bldgs	Ohinewai	PT LOT 2 DP 12979	41.111	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
263 33A/443		Ohinewai	ALLOT 761 WHANGAMARINO PSH	64.87	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
264 33A/52	1 Dwelling/Farm Bldgs	Ohinewai	ALLOT 571 TAUPIRI PSH	14.3663	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
265 33A/444		Ohinewai	LOT 1 DP 36936	69.96	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
266 33B/329		Ohinewai	ALLOT 591 WHANGAMARINO PSH	0.0252	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
267 634/172	Cattle Yards	Ohinewai	ALLOT 509 WHANGAMARINO PSH	80.0265	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
268 663/32	2 Dwellings/Stables/Frm Bldgs	Ohinewai	LOTS 1,2 DP 10326 & ALL DP 15564	80.1259	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
269 33A/65	1 Dwelling/Frm Bldgs	Ohinewai	LOT 2 DP36936	94.5952	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
270 876/259	1 Dwelling/Farm Bldgs	Ohinewai	ALLOT 353 TAUPIRI PSH SEC 3 BLK VIII RANGIRIRI SD	97.9617	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
271 1295/71	1 Dwelling	Ohinewai	LOT 1 DPS 4118	2.0644	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
272 6A/165	1 Dwelling	Ohinewai	LOT 1 DPS 10295	1.8236	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
273 776/126	1 Dwelling/Farm Bldgs	Ohinewai	PT ALLOT 24,26 TAUPIRI PSH	30.0844	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
274 837/146		Ohinewai	ALLOT 638 TAUPIRI PSH	0.776	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
275 1059/226		Ohinewai	LOT 1 DP 35383	15.6218	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
276 34D/29	1 Dwelling/Farm Bldgs	Ohinewai	ALLOT 383,384 TAUPIRI PSH	20.5203	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	
277 35A/89		Ohinewai	ALLOTS 385,386,388 PT ALLOT 387	78.4623	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2	

Attachment 2: Settlement Land

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Property Detail					Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio		
278 34D/31		Ohinewai	ALLOT 615 TAUPIRI PSH	0.309	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2
279 34D/30		Ohinewai	ALLOTS 616.617 TAUPIRI PSH	0.0502	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2
280 34D/33		Ohinewai	ALLOTS 351,352 TAUPIRI PSH	210.0317	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2
281 35B/753		Ohinewai	LOT 2 OF ALLOT 350 TAUPIRI PSH	29.7418	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2
282 34D/32		Ohinewai	ALLOTS 490, 491 ALLOT 383A LOT 2 DP 447??	140.1223	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2
283 25D/1148	1 Dwelling/Cottage/Frm Bldgs	Ohinewai	LOTS 2,3 DPS 26880	78.466	4/3	2A	Crown - Coalcorp	CoalCorp 1						CC2
941	Maramarua Forests	Maramarua	Maramarua Forests	5698	2/5	2B	Crown - Forests							CF 1
942	Onewhero forests	Onewhero	Onewhero forests	1014	3/2	2B	Crown - Forests							CF 2
753	Power Station etc	Meremere	Arbitrary numbers	47	2/2	2A	ECNZ	ECNZ	20	10	CR	ECNZ 4		
754	Development site	Meremere	Arbitrary numbers	640	2/2	2A	ECNZ	ECNZ	30	10	CR	ECNZ 4		
1128	Huntly Power Station	Huntly	Arbitrary numbers	15	1/2	2A	ECNZ	ECNZ	20	10	CR	ECNZ 5		
10 53C/655, 53C/661	Horticultural Research Str	Hamilton	Lot 2 DPS 66852 Blk XIV Komakorau SD, Lot 4 DPS66853	5.886	4/2	2A	Hort & Research	Hort	50	10	4	HR 1		
333 51C/111 formerly 1C/756	Hostel, 32 Anglesea St, Montgomery House	Hamilton	Lot 7 DP 4478	0.1881	1/2	2A	Justice - Corrections	Justice - Correc	10	5	1	CORRECT1		
337 51C/80	Periodic Detention Centre, Hill St	Hamilton	Lot 1 DP 16782 & Lot 1 DP 17474	0.1505	1/2	2A	Justice - Corrections	Justice - Correc	10	5	1	CORRECT2		
919	Periodic Detention Centre, 10 Myrtle St	Hamilton	Lot 17 DP 7000	0.0599	1/2	2A	Justice - Corrections	Justice - Correc	10	5	1	CORRECT3		
332 51C/137	Periodic Detention Centre, 8-10 Myrtle St	Hamilton	Lots 17 & 18 DP 7000	0.1178	1/2	2A	Justice - Corrections	Justice - Correc	10	5	1	CORRECT4		
920 189/269	Periodic Detention Centre, 8A Myrtle St	Hamilton	Lot 18 DP 7000	0.0579	1/2	2A	Justice - Corrections	Justice - Correc	10	5	1	CORRECT5		
336 70A/988	Periodic Detention Centre, 13 Poulston St	Pukekohe	Lot 23 DP 7997	0.1012	1/2	2A	Justice - Corrections	Justice - Correc	10	5	1	CORRECT6		
331 Gaz. 1994 p1415	Te Awamutu Court House, Walton St	Te Awamutu	Section 1 SO 59791	0.1462	1/2	2A	Justice - Courts	Justice - Courts	5	5	15	COURTS1		
334 95C/384	Pukekohe Court House, Stadium Dr	Pukekohe	Pt Lot 3 DP 85776	0.3341	1/2	2A	Justice - Courts	Justice - Courts	5	5	15	COURTS2		

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Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio		
338										
Papakura Court House, Great South Rd	Papakura	Allots 201 & 202 Pt Allot 207 Sec 11 Papakura VI	0.3439	1/2	2A	Justice - Courts	Justice - Courts	5	5	15 COURTS3
339 51C/38										
Huntly Court House, Glasgow St	Huntly	Parts Lot 3 & Lot 4 DP 1188	0.1892	1/2	2A	Justice - Courts	Justice - Courts	5	5	15 COURTS4
335 88C/871										
Old Court House Pukekohe, Manukau Rd	Pukekohe	Pt Allot 28 Suburban Section 2 Parish Pukekohe	0.1386	1/2	2A	Justice - Courts				COURTS5
340 Gas. 1992 p1985										
Hamilton Court House, Anglesea & Bridge Sts	Hamilton	Allot 407 & 407B Blk II SD Town of Hamilton West	1.417	1/2	2A	Justice - Courts	Justice - Courts	20	10	15 COURTS6
383										
Disused Shed	Rotowaro	Pt 7882, Matia Road, Rotowaro	0.1307	2/3	2C	Mine Rescue Service	Final Exp 2087	31	40	CROTO
384										
Disused Shed	Rotowaro	Pt 7882, Matia Road, Rotowaro	0.0807	2/3	2C	Mine Rescue Service	Final Exp 2087	31	40	CROTO
1090										
Police Stn, 22-24 Victoria St	Cambridge		0	3/2	2A	Police	Police	25	10	2 Individual
1092										
Police Stn, 100 Grandview Rd	Hamilton		0	3/2	2A	Police	Police	25	10	2 Individual
1097										
Police Stn, 4 Vardon Rd	Hamilton		0	3/2	2A	Police	Police	25	10	2 Individual
1098										
Police Stn, 48 Whatawhata Rd	Hamilton		0	3/2	2A	Police	Police	25	10	2 Individual
1102										
Police Stn, Bridge St	Hamilton		0	3/2	2A	Police	Police	25	10	3 Individual
1103										
Police Stn, Clyde St	Hamilton		0	3/2	2A	Police	Police	25	10	2 Individual
1104										
Tisdall St (Police parking)	Hamilton		0	1/4	2A	Police	Police	25	10	2 Individual
1106										
Police Stn, 29 Ralph St	Huntly		0	3/2	2A	Police	Police	25	10	2 Individual
1114										
Police Stn, Jesmond St	Ngaruawahia		0	3/2	2A	Police	Police	25	10	2 Individual
1117										
Police Stn, 75 Roche St	Te Awamutu		0	3/2	2A	Police	Police	25	10	3 Individual
1120										
Police Stn, 5 Scott Rd	Te Kauwhata		0	3/2	2A	Police	Police	25	10	2 Individual
454										
Vacant	Hamilton		0.031	4/1	2B	Railcorp				R1HAMCBD
529										
Leased	Hamilton		0.2307	4/1	2B	Railcorp				R1HAMCBD
530 5A/1176										
Leased: Commercial General	Hamilton		0.0175	4/1	2B	Railcorp				R1HAMCBD
532										
Leased: Car Parking	Hamilton		0.1313	4/1	2B	Railcorp				R1HAMCBD
540 12B/1252										
Leased	Hamilton		0.061	4/1	2B	Railcorp				R1HAMCBD

1				2	3	4	5	6	7	8	9
Property Detail				Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
541	7C/375	Leased	Hamilton	0.0926	4/1	2B	Railcorp				R1HAMCBD
542	7C/376	Leased	Hamilton	0.0744	4/1	2B	Railcorp				R1HAMCBD
543	7C/377	Leased: Commercial General	Hamilton	0.0372	4/1	2B	Railcorp				R1HAMCBD
544	23A/1370	Leased	Hamilton	0.0696	4/1	2B	Railcorp				R1HAMCBD
545	46C/759	Commercial Leased. Bryce St, Centre Place Mall	Hamilton	1.3678	4/1	2B	Railcorp				R1HAMCBD
889		Anglesea Hamilton Travel Centre	Hamilton	0.5561	4/1	2B	Railcorp				R1HAMCBD
1122	28A/1003	Leased	Hamilton	0.0517	4/1	2B	Railcorp				R1HAMCBD
444	44D/544	Vacant, Lincoln St, Frankton	Frankton	0.9204	4/1	2B	Railcorp				R2FRAN
445		Administration Offices, Frankton	Frankton	0.081	4/1	2B	Railcorp				R2FRAN
446	52D/770	Vacant, Frankton	Hamilton	1.563	4/1	2B	Railcorp				R2FRAN
511		Leased, Frankton	Frankton	0.0741	4/1	2B	Railcorp				R2FRAN
512		Leased: Industrial General, Frankton	Hamilton	0.12	4/1	2B	Railcorp				R2FRAN
513		Leased, Frankton	Frankton	0.08	4/1	2B	Railcorp				R2FRAN
514		Leased: Various Properties, Frankton	Frankton	3.439	4/1	2B	Railcorp				R2FRAN
515	Subject to survey & title	Leased: Various Properties, Frankton	Frankton	1.128	4/1	2B	Railcorp				R2FRAN
516	40D/438	Vacant unleased, Kea St, Frankton	Frankton	0.177	4/1	2B	Railcorp				R2FRAN
517	22D/22	Leased, Frankton	Frankton	0.7625	4/1	2B	Railcorp				R2FRAN
518	10B/1045	Leased: Industrial General, Edgar St. Frankton	Frankton	0.7732	4/1	2B	Railcorp				R2FRAN
519	53A/511	Leased, Frankton	Frankton	0.1821	4/1	2B	Railcorp				R2FRAN
520	1496/65	Leased, Frankton, Pukeko St	Frankton	2.6954	4/1	2B	Railcorp				R2FRAN
521	1496/65	Leased, Frankton, Pukeko St	Hamilton	1.5489	4/1	2B	Railcorp				R2FRAN
522	2011/15	Leased: Industrial General, Frankton, Pukeko St	Frankton	0.7417	4/1	2B	Railcorp				R2FRAN
523	29C/164	Leased Edgar St	Frankton	0.7159	4/1	2B	Railcorp				R2FRAN
890	subject to survey & title	Rifle Range Rd Leased various properties Frankton	Frankton	1.0151	4/1	2B	Railcorp				R2FRAN

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Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
891 subject to survey & title	Rifle Range Rd Leased: various properties Frankton	Frankton	0.048	4/1	2B	Railcorp		R2FRAN
453 50A/782	Vacant	Hamilton	0.2	4/1	2B	Railcorp		R2HAM
455 Transfer in 1927, subject to survey (7/4 dosli)	Vacant Fraser St	Hamilton	1.614	4/1	2B	Railcorp	Part Railway Land	R2HAM
456 subject to survey & title	Vacant. Hamilton Railway	Hamilton	0.8678	4/1	2B	Railcorp		R2HAM
457 53D/259	No Description	Hamilton	0.2	4/1	2B	Railcorp		R2HAM
459	Vacant, Claudelands	Hamilton	0.07	4/1	2B	Railcorp		R2HAM
460	Vacant, Claudelands	Hamilton	0.071	4/1	2B	Railcorp		R2HAM
461	Vacant, Claudelands	Hamilton	0.155	4/1	2B	Railcorp		R2HAM
533	Leased	Hamilton	0.35	4/1	2B	Railcorp		R2HAM
534 46B/519	Leased: Commercial General	Hamilton	0.0398	4/1	2B	Railcorp		R2HAM
535 46B/52	Leased: Commercial General	Hamilton	0.0389	4/1	2B	Railcorp		R2HAM
536 46B/521	Leased: Commercial General	Hamilton	0.0361	4/1	2B	Railcorp		R2HAM
537 46B/522	Leased: Commercial General	Hamilton	0.0371	4/1	2B	Railcorp		R2HAM
538 12B/880	Leased: Commercial General	Hamilton	0.0372	4/1	2B	Railcorp		R2HAM
539 12B/881	Leased	Hamilton	0.0372	4/1	2B	Railcorp		R2HAM
546 43C/249	Leased	Hamilton	0.0998	4/1	2B	Railcorp		R2HAM
547 721/31, 721/32	Leased	Hamilton	0.1654	4/1	2B	Railcorp		R2HAM
550 52D/740	Leased, Claudelands	Hamilton	0.1227	4/1	2B	Railcorp		R2HAM
551 52D/740	Leased, Claudelands	Hamilton	0.0613	4/1	2B	Railcorp		R2HAM
552 52D/740	Leased, Claudelands	Hamilton	0.07	4/1	2B	Railcorp		R2HAM
553 52D/740	Leased, Claudelands	Hamilton	0.155	4/1	2B	Railcorp		R2HAM
554	Leased, Claudelands	Hamilton	0.0645	4/1	2B	Railcorp		R2HAM
555	Leased, Claudelands	Hamilton	0.07	4/1	2B	Railcorp		R2HAM
556	Leased, Claudelands	Hamilton	0.12	4/1	2B	Railcorp		R2HAM
435 47A/170	Vacant, Te Rapa	Te Rapa	0.087	4/1	2B	Railcorp		R2TERA
436 47A/171	Vacant, Te Rapa	Te Rapa	0.5133	4/1	2B	Railcorp		R2TERA

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Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
437 47A/171	Vacant, Te Rapa	Te Rapa	0.2848	4/1	2B	Railcorp		R2TERA
438	Vacant, Te Rapa	Te Rapa	0.12	4/1	2B	Railcorp		R2TERA
439 46A/129	Vacant, Avalon Dr Te Rapa	Te Rapa	Lot 1 DPS 52379	0.25	4/1	2B	Railcorp	R2TERA
504	Leased: Civic/Churches/Charity, Te Rapa	Te Rapa		4.58	4/1	2B	Railcorp	R2TERA
505 46B/105	Leased: Commercial General, Avalon Dr, Te Rapa	Te Rapa	Lot 2 DPS 55090	0.2106	4/1	2B	Railcorp	R2TERA
506 47A/170	Leased: Residential Sites, Te Rapa	Te Rapa		0.1745	4/1	2B	Railcorp	R2TERA
508 11D/1353	Part Te Rapa Railway Yards Leased: pipes, drains,	Te Rapa	Lot 4 DPS 14237	0.4241	4/1	2B	Railcorp	R2TERA
509 18A/452	Leased, Te Rapa	Te Rapa		0.5576	4/1	2B	Railcorp	R2TERA
510 53C/378	Pt Leased, Avalon Dr, Te Rapa	Te Rapa	Lot 1 DPS 66347	12.015	4/1	2B	Railcorp	R2TERA
916 46B/104	Industrial - warehouse, Avalon Dr	Hamilton	Lot 1 DPS 55090	0.2439	4/1	2B	Railcorp	R2TERA
561	Leased: Commercial General	Cambridge		0.0757	4/1	2B	Railcorp	R3CAM
423	Pipes, Drains, Water Races	Huntly		0.0044	4/1	2B	Railcorp	R3HUN
424	Parking	Huntly		0.092	4/1	2B	Railcorp	R3HUN
425	Vacant	Huntly		0.0263	4/1	2B	Railcorp	R3HUN
426	Parking	Huntly		0.005	4/1	2B	Railcorp	R3HUN
485 49D/478	Leased; Glasgow St, Huntly Station carpark.	Huntly	Lot 1 DPS 61148	0.3876	4/1	2B	Railcorp	R3HUN
488	Leased: Civic/Churches/Charities, Taupiri	Huntly		0.05	4/1	2B	Railcorp	R3HUNT
464 Gaz. 1882 p655	Vacant, Tauwhare Rd, Matangi Station	Matangi	Part Railway land	0.97	4/1	2B	Railcorp	R3MATA
558 49D/524	Leased, Tauwhare Rd Industrial	Matangi	Lot 1 DPS 61203	0.4031	4/1	2B	Railcorp	R3MATA
562 48D/901	Leased: Industrial General. Koheroa Rd	Mercer	Lot 1 DPS 92293	0.8075	4/1	2B	Railcorp	R3MERC
563	Leased: Rural	Mercer		0.144	4/1	2B	Railcorp	R3MERC
427	Sorting Yard	Ngaruawahia		0.351	4/1	2B	Railcorp	R3NGAR
428 subject to survey & title	Vacant Ellery St	Ngaruawahia		1.209	4/1	2B	Railcorp	R3NGAR
429	Industrial Siding	Ngaruawahia		0.128	4/1	2B	Railcorp	R3NGAR

Attachment 2: Settlement Land

Deed Of Settlement

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Property Detail				Quarter of Transfer	Trfr Basis	Agency				Lease Form	Initial term	Renewal Term	No.	Portfolio
430 subject to survey & title	Industrial, vacant. Princess St	Ngaruawahia		0.482	4/1	2B	Railcorp							R3NGAR
431	Vacant	Ngaruawahia		0.241	4/1	2B	Railcorp							R3NGAR
432	Vacant	Ngaruawahia		0.255	4/1	2B	Railcorp							R3NGAR
433 subject to survey & title	Industrial, vacant Havelock Rd, Ngaruawahia Stn	Ngaruawahia	Part railway land, Block VII Newcastle S.D.	1.15	4/1	2B	Railcorp							R3NGAR
489	Leased: Industrial General	Ngaruawahia		0.25	4/1	2B	Railcorp							R3NGAR
490 49B/91	Industrial. Leased. Herschel St	Ngaruawahia	Lot 2 DPS 47288	0.739	4/1	2B	Railcorp							R3NGAR
491	Leased: Industrial General	Ngaruawahia		0.3117	4/1	2B	Railcorp							R3NGAR
492 53D/698	Leased: Industrial General Herschel St NZ Woodtex	Ngaruawahia	Lot 1 DPS 63360	0.4673	4/1	2B	Railcorp							R3NGAR
493	Leased: Industrial General	Ngaruawahia		0.195	4/1	2B	Railcorp							R3NGAR
494 subject to survey & title	Leased: Industrial General Great South Rd	Ngaruawahia	Lot 6 LO 34161/4 Ngaruawahia Station.	0.4	4/1	2B	Railcorp							R3NGAR
495	Leased: Industrial General	Ngaruawahia		0.189	4/1	2B	Railcorp							R3NGAR
496	Leased: Industrial General	Ngaruawahia		0.506	4/1	2B	Railcorp							R3NGAR
497 50D/325	Leased Great South Rd, SH01, Ngaruawahia Stn	Ngaruawahia	Lot 1 DPS 59959	1.45	4/1	2B	Railcorp							R3NGAR
498	Leased	Ngaruawahia		4.2688	4/1	2B	Railcorp							R3NGAR
499	Leased: Commercial General	Ngaruawahia		0.134	4/1	2B	Railcorp							R3NGAR
915 subject to survey & title	Great South Rd, Ngaruawahia Stn	Ngaruawahia	Part railway land, Block VII Newcastle S.D.	0.3187	4/1	2B	Railcorp							R3NGAR
472	Commercial	Papakura		0.286	4/1	2B	Railcorp							R3PAPA
473	Commercial	Papakura		0.34	4/1	2B	Railcorp							R3PAPA
474	Commercial	Papakura		0.1745	4/1	2B	Railcorp							R3PAPA
475	Commercial	Papakura		0.0758	4/1	2B	Railcorp							R3PAPA
476	Commercial	Papakura		0.2265	4/1	2B	Railcorp							R3PAPA
569 681/150, 94A/943	Leased: Commercial, Bus Station Wood St	Papakura	Part Railway land block IV Drury SD	0.8808	4/1	2B	Railcorp							R3PAPA
570	Leased: Commercial	Papakura		0.151	4/1	2B	Railcorp							R3PAPA

Attachment 2: Settlement Land

Deed Of Settlement

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Property Detail				Quarter of Transfer	Trfr Basis	Agency				Lease Form	Initial term	Renewal Term	No.	Portfolio
471	Commercial	Pukekohe		0.1131	4/1	2B	Railcorp							R3PUKE
567	Leased: Commercial	Pukekohe		0.1277	4/1	2B	Railcorp							R3PUKE
568	Leased: Commercial	Pukekohe		0.0814	4/1	2B	Railcorp							R3PUKE
449	53C/657	Vacant	Te Awamutu	0.297	4/1	2B	Railcorp							R3TEAW
450	8C/925	Vacant. Alexandra St, Te Awamutu Yards	Te Awamutu	0.8107	4/1	2B	Railcorp	Lot 1 DPS 12274						R3TEAW
451		Holding Roads, loading access, road access	Te Awamutu	4.7	4/1	2B	Railcorp							R3TEAW
525	49D/460	Leased: Pipes/Drains/Water Races	Te Awamutu	0.2665	4/1	2B	Railcorp							R3TEAW
526	53C/656	Leased	Te Awamutu	0.2	4/1	2B	Railcorp							R3TEAW
882	Subject to survey & title	Alexandra St Holding roads, loading access	Te Awamutu	0.55	4/1	2B	Railcorp	Part Railway Land						R3TEAW
883	subject to survey & title	Alexandra St Holding roads, loading access	Te Awamutu	0.18	4/1	2B	Railcorp	Dairy Company Yards						R3TEAW
884	subject to survey & title	Alexandra St Holding roads, loading access	Te Awamutu	0.7334	4/1	2B	Railcorp	Dairy Company Yards						R3TEAW
885	Subject to survey & title	Alexandra St Holding roads, loading access	Te Awamutu	0.899	4/1	2B	Railcorp	Dairy Company Yards						R3TEAW
886	subject to survey & title	Station Rd Holding roads, loading access	Te Awamutu	0.089	4/1	2B	Railcorp	Dairy Comapny Yards						R3TEAW
887	Subject to survey & title	Station Rd Holding roads, loading access	Te Awamutu	0.305	4/1	2B	Railcorp	Dairy Company Yards						R3TEAW
888	subject to survey & title	Station Rd Holding roads, loading access	Te Awamutu	0.0408	4/1	2B	Railcorp	Dairy Company Yards						R3TEAW
940	8C/925	Alexandra St, holding roads, loading access	Te Awamutu	0.55	4/1	2B	Railcorp	Part Railway Land						R3TEAW
416		Miscellaneous Leases	Te Kauwhata	0.0014	4/1	2B	Railcorp							R3TEKA
417	50A/343, Gaz 1878 p1083	Vacant Saleyard Rd Te Kauwhata Station Yards	Te Kauwhata	0.8716	4/1	2B	Railcorp	Part Railway Land Blk. XV Maramarua SD						R3TEKA
419	50A/343, Gaz 1878 p1083	House Te Kauwhata Rd	Te Kauwhata	0.07	4/1	2B	Railcorp	Part Railway Land Blk. XV Maramarua SD						R3TEKA
420		Vacant lot	Te Kauwhata	0.079	4/1	2B	Railcorp							R3TEKA
421		Right of Way	Te Kauwhata	0.028	4/1	2B	Railcorp							R3TEKA
422		Vacant	Te Kauwhata	0.054	4/1	2B	Railcorp							R3TEKA

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Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
480 50A/343 Industrial with Siding Te Kauwhata	0.2832	4/1	2B Railcorp					R3TEKA
481 Leased: Vacant Residential Sites Te Kauwhata	0.0885	4/1	2B Railcorp					R3TEKA
468 Gaz 1911 p509, 1929 p790, Convey 50859 Residential. Park Ave Tuakau	1.2532	4/1	2B Railcorp					R3TUAK
469 Residential Tuakau	0.0935	4/1	2B Railcorp					R3TUAK
470 56B/265 Rural. Geraghty Maber Rd Old track alignment. Tuakau	0.5059	4/1	2B Railcorp					R3TUAK
564 91D/298 Leased: Residential Tuakau Station, Dominion Rd Tuakau	0.6937	4/1	2B Railcorp					R3TUAK
565 Leased: Residential Tuakau	0.0605	4/1	2B Railcorp					R3TUAK
566 Leased: Residential Tuakau	0.0615	4/1	2B Railcorp					R3TUAK
465 Occupied (Anchor Dairy Co), Hautapu	0.2	4/1	2B Railcorp					R4HAUT
466 Occupied (Anchor Dairy Co), Hautapu	0.21	4/1	2B Railcorp					R4HAUT
560 subject to survey & title Leased: Industrial General, Hautapu Yards Hautapu	2.075	4/1	2B Railcorp					R4HAUT
434 50B/600 Vacant, Horotiu	1.27	4/1	2B Railcorp					R4HORO
500 Leased: Residential Sites, Horotiu	0.1212	4/1	2B Railcorp					R4HORO
501 Leased: Residential Sites, Horotiu	0.1433	4/1	2B Railcorp					R4HORO
502 50B/600 Leased: Grazing & Cropping, Horotiu	0.7208	4/1	2B Railcorp					R4HORO
503 Leased: Grazing & Cropping, Horotiu	0.3743	4/1	2B Railcorp					R4HORO
447 35/246 Vacant, Ohaupo Station Ohaupo	0.5938	4/1	2B Railcorp					R4OHAU
448 Commercial General, Ohaupo Hamilton	0.1325	4/1	2B Railcorp					R4OHAU
484 Leased: Residential sites, Ohinewai	0.1442	4/1	2B Railcorp					R4OHIN
			ALLOTS 490 491 ALLOT 383A LOT 2 DP 477					

Attachment 2: Settlement Land

Deed Of Settlement

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Property Detail					Quarter of Transfer	Trfr Basis	Agency				Lease Form	Initial term	Renewal Term	No.	Portfolio	
524	Conveyance 4722W	Leased: Grazing & Cropping, Rukuhia Rd	Rukuhia	Part railway land in Blk VI Hamilton SD (Triangle)	3.2382	4/1	2B	Railcorp								R4RUKU
486		Leased: Grazing & Cropping, Taupiri	Taupiri		0.1563	4/1	2B	Railcorp								R4TAUP
487		Leased: Grazing & Cropping, Taupiri	Taupiri		0.225	4/1	2B	Railcorp								R4TAUP
440	39D/529	Vacant, Frankton	Hamilton		0.0745	4/1	2B	Railcorp								R5INGH
441		Vacant, Frankton	Hamilton		0.0884	4/1	2B	Railcorp								R5INGH
442		House, Frankton	Hamilton		0.0804	4/1	2B	Railcorp								R5INGH
443		House, Frankton	Hamilton		0.0833	4/1	2B	Railcorp								R5INGH
418		Vacant	Te Kauwhata		0.227	4/1	2B	Railcorp								R6S23
452		Hamilton Travel Centre	Hamilton			4/1	2B	Railcorp								R6S23
458		Vacant, Claudelands	Hamilton		0.06	4/1	2B	Railcorp								R6S23
462	47A/266	Vacant, Claudelands Station Yards	Hamilton	Lot 1DPS 57386	0.458	4/1	2B	Railcorp								R6S23
463	Gaz. 1881 p1660	Vacant Percival Rd, Old Ruakura Station	Ruakura	Part railway land	0.5833	4/1	2B	Railcorp								R6S23
467		Vacant	Cambridge		0.1764	4/1	2B	Railcorp								R6S23
477	50A/343, Gaz 1878 p1083	Rural. Moorfield Rd. Leased: Grazing & Cropping	Te Kauwhata	Part Railway Land Blk. XV Maramarua SD	1.1594	4/1	2B	Railcorp								R6S23
478	50A/343, Gaz 1878 p1083	Leased: Grazing & Cropping Moorfield Rd	Te Kauwhata	Part Railway Land Blk, XV Maramarua	1.26	4/1	2B	Railcorp								R6S23
479	50A/343, Gaz 1878 p1083	Rural. Eccles Ave. Leased: Grazing & Cropping	Te Kauwhata	Part Railway Land Blk. XV Maramarua SD	1.2849	4/1	2B	Railcorp								R6S23
482		Leased: Domestic Garden/beautification	Te Kauwhata		0.0955	4/1	2B	Railcorp								R6S23
483		Leased	Te Kauwhata		0.488	4/1	2B	Railcorp								R6S23
507	Subject to survey & title	Leased, Te Rapa Railway Yard, Avalon Dr	Te Rapa	Lot 3 LO 34123	0.32	4/1	2B	Railcorp								R6S23
527		Required for road by council lease Rewi St	Te Awamutu		0.6576	4/1	2B	Railcorp								R6S23
528		Leased	Hamilton		0.2105	4/1	2B	Railcorp								R6S23
531		Leased	Hamilton		0.35	4/1	2B	Railcorp								R6S23

1					2	3	4		5	6	7	8	9
Property Detail					Quarter of Transfer	Trfr Basis	Agency		Lease Form	Initial term	Renewal Term	No.	Portfolio
549	Leased	Hamilton		0.105	4/1	2B	Railcorp						R6S23
557	Leased, Ruakura	Hamilton		0.1229	4/1	2B	Railcorp						R6S23
559	Leased, Matangi	Matangi		0.143	4/1	2B	Railcorp						R6S23
385	Disused Office, Matia Rd	Rotowaro	746/7, Matia Rd Rorowaro	0.0807	2/3	2C	Telecom	Final Exp 2087	31	40			CROTO
678	48B/558	Sandwich & Bryant Rds	Hamilton	10.0424	3/1	2B	Waikato Area Health						WHBURG
679	48B/199	Burgess Pk S/Div, Bryant Rd	Hamilton	0.0721	3/1	2B	Waikato Area Health						WHBURG
680	48B/200	Burgess Pk S/Div, Bryant Rd	Hamilton	0.0657	3/1	2B	Waikato Area Health						WHBURG
681	48B/241	Burgess Pk S/Div, Bryant Rd	Hamilton	0.066	3/1	2B	Waikato Area Health						WHBURG
682	48B/242	Burgess Pk S/Div, Bryant Rd	Hamilton	0.0696	3/1	2B	Waikato Area Health						WHBURG
683	48B/243	Burgess Pk S/Div, Bryant Rd	Hamilton	0.0695	3/1	2B	Waikato Area Health						WHBURG
684	48B/244	Burgess Pk S/Div, Bryant Rd	Hamilton	0.0696	3/1	2B	Waikato Area Health						WHBURG
685	48B/245	Burgess Pk S/Div, Bryant Rd	Hamilton	0.07	3/1	2B	Waikato Area Health						WHBURG
686	48B/246	Burgess Pk S/Div, Bryant Rd	Hamilton	0.0742	3/1	2B	Waikato Area Health						WHBURG
687	48B/247	Burgess Pk S/Div, Bryant Rd	Hamilton	0.0705	3/1	2B	Waikato Area Health						WHBURG
688	48B/248	Burgess Pk S/Div, Bryant Rd	Hamilton	0.0677	3/1	2B	Waikato Area Health						WHBURG
689	48B/249	Burgess Pk S/Div, Bryant Rd	Hamilton	0.077	3/1	2B	Waikato Area Health						WHBURG
690	48B/251	Burgess Pk S/Div, Bryant Rd	Hamilton	0.0714	3/1	2B	Waikato Area Health						WHBURG
691	48B/252	Burgess Pk S/Div, Bryant Rd	Hamilton	0.0675	3/1	2B	Waikato Area Health						WHBURG
692	48B/253	Burgess Pk S/Div, Bryant Rd	Hamilton	0.0675	3/1	2B	Waikato Area Health						WHBURG
693	48B/259	Burgess Pk S/Div, Bryant Rd	Hamilton	0.071	3/1	2B	Waikato Area Health						WHBURG
694	48B/263	Burgess Pk S/Div, Bryant Rd	Hamilton	0.0691	3/1	2B	Waikato Area Health						WHBURG
621	Part 48B/196	Commercial. 7 Bridge St. The source videos	Hamilton	0.127	3/1	2B	Waikato Area Health						WHLGC
624	10C/929	Commercial. Bridge St, 'Next' Repair Centre.	Hamilton	0.1186	3/1	2B	Waikato Area Health						WHLGC
630	47C/84	Commercial. 235 Ulster St	Hamilton	0.1014	3/1	2B	Waikato Area Health						WHLGC
631	738/263	Commercial. 233 Ulster St	Hamilton	0.2049	3/1	2B	Waikato Area Health						WHLGC
632	738/264	Commercial. 231 Ulster St	Hamilton	0.1008	3/1	2B	Waikato Area Health						WHLGC
634	738/265	Commercial 133 Ulster St	Hamilton	0.1156	3/1	2B	Waikato Area Health						WHLGC
							West						

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Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
635 727/176 Commercial 135 Ulster St Hamilton	Sec 184 Hamilton West	0.0875	3/1	2B	Waikato Area Health			WHLGC
640 5B/804 Commercial. Pembroke & Palmerston Sts Hamilton	Lot 2 DPS 9803	0.1588	3/1	2B	Waikato Area Health			WHLGC
641 48B/191 Commercial. 988-990 Victoria St Hamilton	Lots 2 DPS 18516	0.0211	3/1	2B	Waikato Area Health			WHLGC
642 48B/191 Commercial. 988-990 Victoria St Hamilton	Lots 3 DPS 18516	0.0198	3/1	2B	Waikato Area Health			WHLGC
643 48B/191 Commercial. 988-990 Victoria St Hamilton	Lots 4 DPS 18516	0.0204	3/1	2B	Waikato Area Health			WHLGC
644 48B/191 Commercial. 988-990 Victoria St Hamilton	Lots 5 DPS 18516	0.02	3/1	2B	Waikato Area Health			WHLGC
645 48B/191 Commercial. 988-990 Victoria St Hamilton	Lots 6 DPS 18516	0.0642	3/1	2B	Waikato Area Health			WHLGC
646 848/30 Commercial. 1 Hardley St Hamilton	Lot 7 DPS 18516	0.0617	3/1	2B	Waikato Area Health			WHLGC
647 538/182 Commercial. 17 Hood St Hamilton	Pt Sec 81 Town of Hamilton West	0.354	3/1	2B	Waikato Area Health			WHLGC
659 25C/1249 Commercial. Hamilton Parade Hamilton	Lot 1 DPS 27882	0.1123	3/1	2B	Waikato Area Health			WHLGC
660 818/219. 26C/248. Commercial. 2 Bryce St Hamilton	Lot 3 DPS 10335	0.0599	3/1	2B	Waikato Area Health			WHLGC
661 50D/844 Commercial. 540-550 Victoria St Hamilton	Lots 4,5,6,7 9, 10 & 11 and pt 2 DPS 10335	0.1874	3/1	2B	Waikato Area Health			WHLGC
662 50D/844 Commercial. Bryce St Hamilton	Lot 4 DPS 10335	0.0599	3/1	2B	Waikato Area Health			WHLGC
625 48B/194 Residential. 15 Charlemont St Hamilton	Lot 1 DPS 49530	0.0995	3/1	2B	Waikato Area Health			WHLGR
627 47D/359 Residential. 12 Edgecumbe St Hamilton	Lot 4 DPS 17117	0.0678	3/1	2B	Waikato Area Health			WHLGR
633 738/268 Residential. 12 Mill St Hamilton	Lot 3 DP 27171	0.0635	3/1	2B	Waikato Area Health			WHLGR
638 1C/729 Commercial. 106 Clarence St Hamilton	Pt Sec 327A Town of Hamilton West	0.0703	3/1	2B	Waikato Area Health			WHLGR
648 546/131 Residential. 37 Abbotsford St Hamilton	Pt Sec 179 Town of Hamilton West	0.0733	3/1	2B	Waikato Area Health			WHLGR
650 546/130 Residential. 35 Abbotsford St Hamilton	Pt Sec 179 Town of Hamilton West	0.0734	3/1	2B	Waikato Area Health			WHLGR
667 10B/1481 Residential. 86 Norton Rd Hamilton	Pt Lot 1 DPS 20044	0.0604	3/1	2B	Waikato Area Health			WHLGR
668 48B/195 Residential. 90 Norton Rd Hamilton	Lot 3 DPS 20044	0.0883	3/1	2B	Waikato Area Health			WHLGR
669 48B/195 Residential. 92 Norton Rd Hamilton	Lot 4 DPS 20044	0.0883	3/1	2B	Waikato Area Health			WHLGR
671 48B/195 Residential. 16 Dudley Tce Hamilton	Lot 8 DPS 20044	0.16	3/1	2B	Waikato Area Health			WHLGR
622 Part 48B/196 Commercial. Bridge St. Hamilton	Lot 1 DP 16697	0.0759	3/1	2B	Waikato Area Health			WHOC
623 Part 48B/196 Commercial. Bridge St. Hamilton	Lot 2 DP 16697	0.164	3/1	2B	Waikato Area Health			WHOC

Attachment 2: Settlement Land

Deed Of Settlement

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Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
673 48B/198 Commercial. 401 Anglesea St Hamilton	Pt Allot 225 Town of Hamilton West	0.193	3/1	2B	Waikato Area Health			WHOC
665 21B/499 Rural. Burns Rd Mangapiko, Ngahinapo	Allotment 266 Parish of Mangapiko	14.5686	3/4	2B	Waikato Area Health			WHR
672 50D/1129 52D/112 Rural. Ngahinapouri Rd Hamilton	Lot 2 DPS 65703	40.4686	3/4	2B	Waikato Area Health			WHR
675 4B/682 Rural. Tauhei & Gordonton Rds, Fletchers Pit. Gordonton	Lot 1 DPS 9065	20.3203	3/4	2B	Waikato Area Health			WHR
676 16A/931 Rural. Tauhei Rd & Gordonton Rd Hamilton	Lot 2 DPS 14163, DPS 25392	44.9706	3/4	2B	Waikato Area Health			WHR
923 4B/682 Rural. Tauhei & Gordonton Rds, Fletchers Pit Gordonton	Lots 1, 3 & 4 DP 31062	2.63	3/4	2B	Waikato Area Health			WHR
895 49D/858 Waikato Polytechnic, main campus. Hamilton	Section 1 SO 59086	5.3667	3/1	2A	Waikato Polytech	Polytech	20	20 CR POLY-1
896 49D/159 Waikato Polytech, Block T Hamilton	Section 1 SO 59087	0.6754	3/1	2A	Waikato Polytech	Polytech	20	20 CR POLY-1
897 49B/577 Waikato Polytech, student village. Hamilton	Pt Allot 307 & 308 Town of Hamilton West	0.3546	3/1	2A	Waikato Polytech	Polytech	20	20 CR POLY-1
898 49D/160 Waikato Polytech, Alladin Building W2. Hamilton	Lots 20 & 21 DP 17135	0.079	3/1	2A	Waikato Polytech	Polytech	20	20 CR POLY-1
899 49D/160 Waikato Polytech, Marian Building, W1 Hamilton	Lot 22 DP 17135	0.0396	3/1	2A	Waikato Polytech	Polytech	20	20 CR POLY-1
696 49B/662 Crown land bounded by Hillcrest, Ruakura Hamilton	Pts 15, 15A, 16, 21, 22, 23, 24 DP 3544 Pt Allotment 414, Kirikiriroa	49.3888	3/1	2A	Waikato University	University 1	20	20 CR UNI-1
700 49B/663 Crown land bounded by Hillcrest & Silverdale Rds Hamilton	Lot 9 & pt lot 10 DP 3733, Lot 6 DP 4568, lot 3 DP 24712, lots 1 & 2 DP S.1251, lots 2 & 3 DP S.7576	13.2732	3/1	2A	Waikato University	University 1	20	20 CR UNI-1
705 1B/568 185 Silverdale Rd Hamilton	Lot 1 DPS 7576	0.1854	3/1	2A	Waikato University	University 1	20	20 CR UNI-1
706 2D/1268 187 Silverdale Rd Hamilton	Lot 4 DPS 7576	0.1012	3/1	2A	Waikato University	University 1	20	20 CR UNI-1
707 23B/228 189 Silverdale Rd Hamilton	Lot 2 DPS 25021	0.0948	3/1	2A	Waikato University	University 1	20	20 CR UNI-1
708 23B/227 191 Silverdale Rd Hamilton	Lot 1 DPS 25021	0.1076	3/1	2A	Waikato University	University 1	20	20 CR UNI-1
709 733/119 195 Silverdale Rd Hamilton	Lot 7 DP 24712	0.1012	3/1	2A	Waikato University	University 1	20	20 CR UNI-1

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Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
710 42A/164 Scotland Place Flats Hamilton Lot 14 DPS 8606 0.0759	3/1	2A	Waikato University	University 1	20	20	CR UNI-1	
712 48D/265 Bryant Hall Hamilton Pt lot 16 DP 3544, pt allot 414 Parish Kirikiriroa 1.2201	3/1	2A	Waikato University	University 1	20	20	CR UNI-1	
1130 52C/841 Te Timatanga Hou Hamilton Pt Allot 413 Parishg Kirikiriroa 0.3901	3/1	2A	Waikato University	University 1	20	20	CR UNI-1	
711 48C/289 University House Hamilton Pt Lot 1 DPS 55048 2.2306	2/1	2A	Waikato University	University 2	20	20	CR UNI-2	

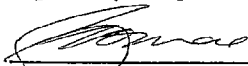


ATTACHMENT 3

SCHEDULE OF IMPROVED LAND

This cover page and the attached 24 pages are Attachment 3 to the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995. (Reference: Clause 6 and clause 34, definition of "Improved Land")

Signed by the parties' representatives:



for Her Majesty the Queen



for Waikato-Tainui

ATTACHMENT 3

Schedule of Improved Land

This guide explains how to interpret the details in *Attachment 3*. Those details need to be read in conjunction with *clause 6*. References in this guide to clauses and Attachments are to clauses of, and Attachments to, the Deed and terms defined in the Deed have the same meaning in this guide.

Column 1

This gives details identifying the relevant property. The 47 hectares referred to in the description of the property numbered 6 in Column 1 comprises the area hatched black and identified as being an area of 53 hectares on the plan attached to *Attachment 2* less the area identified as being 5.88 hectares on that plan. The 35 hectares referred to in the description of the property numbered 925 in column 1 comprises those areas hatched black and identified as being an area of 23 hectares and 12 hectares on the plan attached to *Attachment 2*.

Column 2

This sets out the quarter and year in which the property is to be transferred by the Crown to the Land Holding Trustee. In terms of *clause 5.1* and *clause 6.1*, the transfer is required to take place on or before the last Business Day of the quarter. The quarters are numbered consecutively, with number 1/1 being the first three month period following the first day of the month after the month in which the Deed becomes unconditional, number 1/2 being the first three month period in the year commencing on the first anniversary of the first day of the month after the month in which the Deed becomes unconditional and so on.

Column 3

This sets out the basis on which the property is to be transferred to the Land Holding Trustee. The key to the codes used in this column are:

- (i) 1A indicates "sale of land and improvements subject to any existing 3rd party leases";
- (ii) 1B indicates "sale of land and improvements subject to leaseback to vendor agency";
- (iii) 1C indicates "sale of house and section subject to any existing leases";
- (iv) 1D indicates "sale of subsidences zone house and section subject to any existing lease;

- (v) 1E indicates "sale of land and improvements (subject to further negotiation)

Column 4

This names the Crown agency or Crown Body which currently owns the property. Where that agency or Crown Body is not itself an organ of the Crown, the Crown will purchase the property from the agency and transfer it on to the Land Holding Trustee. Where the property is sold subject to a lease back (i.e. the symbol 1B appears in column 3), the lease will be to the Crown agency or Crown Body named in this column and columns 6-8 give details of the lease.

Column 5

This column is redundant.

Column 6

This sets out (in years) the initial term of the Lease.*

Column 7

This sets out (in years) the term for which the Lease will be renewed if any right or rights of renewal in the Lease are exercised.*

Column 8

This sets out the number of rights of renewal of the Lease.*

Column 9

This identifies the portfolio to which the property belongs for the purpose of *clause 6.7*. If a property is not part of a portfolio, it is identified as "Individual".

Miscellaneous

For the purpose of *clause 6.2* the periods between rent reviews for the Lease of the property described as 99 (Certificate of Title 508/714) in column 1 is 5 years.

* Where these columns are not completed, they may be completed after the relevant matters are agreed in negotiations up to 15 July 1995. If no agreement is reached, these matters will be determined under *clause 7*.

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
6 53C/659	AgResearch Ruakura Farmland	Ruakura	Lot 1 DP S66853, farmland less 47 (ha)	210	2/4	1A	AgResearch	AGR 2
925 53C/663	Ag Research Ruakura Farmland	Ruakura	Lot 6 DP S66853, farmland less 35 (ha)	18	2/4	1A	AgResearch	AGR 2
927 53C/665	AgResearch Ruakura Farmland	Ruakura	Lot 8 DP S66853, farmland	263.558	2/4	1A	AgResearch	AGR 2
1 53C/662	Rural No 4 Dairy Farm, Ruakura Rd	Hamilton	Lot 5 DPS 66853	28.296	1/1	1A	AgResearch	AGR 3
4 51C/885	Moanatuatua Peat Research Station, Farm	Moanatuatua	Pt lot 2 DP 11245; Pt allot 163 7 164 Ngaroto Pa	126.7145	2/3	1A	AgResearch	AGR 5
3 51D/570	Hopuhopu Quarantine Station	Ngaruawahia	Sections 2 SO 59504	146.375	2/3	1A	AgResearch	AGR 6
892	Kelm Rd, Hopuhopu Quarantine Station	Ngaruawahia	Section 1 SO 59504	8.195	2/3	1A	AgResearch	AGR 6
2 53C/655, (51C/886 dosli 7/4)	Rural. Small Research Farm, Rukuhia Research farm.	Rukuhia	Lot 2 DP S66853, Part Allots 167 & 168 Te Rapa Parish	6.4952	2/3	1A	AgResearch	AGR 7
931 53C/661	Rural, Small Research Farm, Rukuhia research farm.	Rukuhia	Lot 4 DP S66853	0.3828	2/3	1A	AgResearch	AGR 7
296 2B/1424	Puketaha Training Institute. Farm, Gordonton Rd	Puketaha	Lot 2 DP 2573, part lot 5 DP 8603	42.8495	2/2	1A	Childrens & Young People	Individual
297	Boys Inst., 67/69 Mountview Road	Hamilton	Allots 26 & 29 Te Rapa	3.3648	2/2	1A	Childrens & Young People	Individual
298	Recptn Cntr, 9 Ruakiwi Rd	Hamilton	Lot 1 & 2 DP 23030	0.1616	3/3	1A	Childrens & Young People	Individual
299	Office, 7 Ruakiwi Road	Hamilton	Part section 377, Town of Hamilton West.	0.1247	3/3	1A	Childrens & Young People	Individual
302 Gaz. 1974 p1756	Kokiri Centre Cnr Collins & Hamilton Roads	Hamilton	Lot 3 DP 6673, Pt lot 30 Te Rapa Parish	3.0098	3/3	1A	Childrens & Young People	Individual
305 48B/240, 281 (formerly pt 1460/16, 559/96 559/97)	67 Mount View Road (Boys Home)	Hamilton	Allots 26 & 29 Te Rapa Parish	1.692	2/2	1A	Childrens & Young People	Individual
306 48B/281	69 Mount View Road	Hamilton	Allot 29 Te Rapa	0.8323	3/3	1A	Childrens & Young People	Individual
307 48D/695	407 Dey Street	Hamilton	Lot 5 DPS 17859	0.086	3/3	1A	Childrens & Young People	Individual
300 667/210	House, 22 Hunter St	Hamilton	Lot 5 DP 23020	0.0809	3/3	1C	Childrens & Young People	CYPS 1

Attachment 3: Improved Land

Deed of Settlement

1					2	3	4				5	6	7	8	9
Property Detail					Quarter of Transfer	Trfr Basis	Agency				Lease Form	Initial term	Renewal Term	No.	Portfolio
301 905/31	House, 24 Hunter St	Hamilton	Lot 4 DP 23030	0.1012	3/3	1C	Childrens & Young People								CYPS 1
303 47C/332	House, 55 Mount View Rd	Hamilton	Lot 7 DPS 5608	0.0827	3/3	1C	Childrens & Young People								CYPS 1
304 48C/479	House, 65 Mount View Rd	Hamilton	Lot 12 DPS 5506	0.0817	3/3	1C	Childrens & Young People								CYPS 1
37	Pine Trees 6yrs	Huntly	Pt Allot 757 SO 57490	3.4702	1/5	1A	CoalCorp								CSURPLUS
38 19B/1418		Huntly	LOT 1 DP 24914	4.4611	1/5	1A	CoalCorp								CSURPLUS
39 Gazetted	1 dwelling(fair)	Huntly	LOTS 5,6,7,10 DP 23455	11.3821	1/5	1A	CoalCorp								CSURPLUS
40 34A/507		Huntly	SEC 1 BLK X11 RANGIRIRI SD	0.4724	1/5	1A	CoalCorp								CSURPLUS
41 106/136		Huntly	ALLOT 23 TAUPIRI PSH	8.0937	1/5	1A	CoalCorp								CSURPLUS
42 34A/508	1 dwelling	Huntly	PT ALLOTS 20 & 24 TAUPIRI PSH	20.1659	1/5	1A	CoalCorp								CSURPLUS
43 34A/509		Huntly	PT ALLOT 19 TAUPIRI PSH	11.6008	1/5	1A	CoalCorp								CSURPLUS
44 34A/506		Huntly	PT ALLOT 19 TAUPIRI PSH	7.8923	1/5	1A	CoalCorp								CSURPLUS
45 25C/871		Huntly	PT ALLOT 813 TAUPIRI PSH	23.9	1/5	1A	CoalCorp								CSURPLUS
46 52D/567	Clubrooms(not owned by CC)	Huntly	SECS 1 & 2 SO 59618	33.02	1/5	1A	CoalCorp								CSURPLUS
48 52D/567		Huntly	PT ALLOT 886 TAUPIRI PSH	0	1/5	1A	CoalCorp								CSURPLUS
49 34A/500	1 Dwelling	Huntly	LOT 1 DPS 9628	0.2023	1/5	1A	CoalCorp								CSURPLUS
50 34A/501	1 Dwelling(fair)	Huntly	PT LOT 3 DP 23455	3.3166	1/5	1A	CoalCorp								CSURPLUS
51 43C/880		Huntly	LOT 4 DP 23455	3.5185	1/5	1A	CoalCorp								CSURPLUS
52 33A/479		Huntly	LOT 8 PT LOT 9 DP 23455	5.383	1/5	1A	CoalCorp								CSURPLUS
54 43D/997		Huntly	LOT 1 DPS 30585	6.399	1/5	1A	CoalCorp								CSURPLUS
55 43C/879		Huntly	LOT 2 DPS 24914	14.7606	1/5	1A	CoalCorp								CSURPLUS
57 2B/843	Farm Bldgs	Huntly	PT ALLOT 11 TAUPIRI PSH	16.1879	1/5	1A	CoalCorp								CSURPLUS
58 2B/843		Huntly	PT ALLOT 11 TAUPIRI PSH	0	1/5	1A	CoalCorp								CSURPLUS
59 43C/865	Farm Bldgs(Race Track)	Huntly	LOT 1 DPS 12402 PT LOT 12 DP 23455	5.3917	1/5	1A	CoalCorp								CSURPLUS

Attachment 3: Improved Land

Deed Of Settlement

1					2	3	4				5	6	7	8	9
Property Detail					Quarter of Transfer	Trfr Basis	Agency				Lease Form	Initial term	Renewal Term	No.	Portfolio
60	43C/866		Huntly	LOT 11 DP 23455	3.6237	1/5	1A	CoalCorp							CSURPLUS
61	44B/158		Huntly	PT ALLOTS 15,17 TAUPIRI PSH	1.2275	1/5	1A	CoalCorp							CSURPLUS
62	43C/877		Huntly	PT ALLOT 14,PT LOT 2 DP3675 LOTS 16 & PT 17 DP5628	11.5358	1/5	1A	CoalCorp							CSURPLUS
63	43C/876	1 Dwelling	Huntly	LOT 2 DPS 33575	5.073	1/5	1A	CoalCorp							CSURPLUS
64	47C/306		Huntly	PT ALLOT 6 TAUPIRI PARISH	6.4378	1/5	1A	CoalCorp							CSURPLUS
65	43C/875	1 Dwelling	Huntly	LOT 1 DPS 33575	0.3741	1/5	1A	CoalCorp							CSURPLUS
66	43C/874		Huntly	PT ALLOT 6 TAUPIRI PSH	0.1783	1/5	1A	CoalCorp							CSURPLUS
67	43C/867		Huntly	PT LOT 1 DPS 18702	0.2418	1/5	1A	CoalCorp							CSURPLUS
68	43C/864		Huntly	PT LOT 44 DPS 6216	0.0179	1/5	1A	CoalCorp							CSURPLUS
69	43C/872		Huntly	LOT 1 DPS 37851	0.2503	1/5	1A	CoalCorp							CSURPLUS
70	43C/871		Huntly	ALLOTS 872,873,874 TAUPIRI PSH	0.1759	1/5	1A	CoalCorp							CSURPLUS
71	1C/1377		Huntly	LOT 3, PT LOT 4 DP 28953	0	1/5	1A	CoalCorp							CSURPLUS
72	1C/1377		Huntly	PT LOT 2 DP 28953	0.7877	1/5	1A	CoalCorp							CSURPLUS
73	43C/870		Huntly	PT LOT 23 DP 23455	1.0627	1/5	1A	CoalCorp							CSURPLUS
74	37D/500	1 Dwelling	Huntly	LOT 1 DPS 43122	1.5109	1/5	1A	CoalCorp							CSURPLUS
75	45B/647	Herbert	Rotowaro	PT ALLOTS 202,204	108.3332	1/5	1A	CoalCorp							CSURPLUS
76	716/200	Roadway	Rotowaro	PT ALLOT 203 PEPEPE PSH	56.5812	1/5	1A	CoalCorp							CSURPLUS
77	33C/598		Rotowaro	ALLOT 459 PEPEPE PSH	0.2987	1/5	1A	CoalCorp							CSURPLUS
78	626/286	Acacia Trees	Rotowaro	ALLOT 201 PEPEPE PSH	94.6433	1/5	1A	CoalCorp							CSURPLUS
79	51C/664		Rotowaro	PT LOT 2 DP 30314 PEPEPE PSH	45	1/5	1A	CoalCorp							CSURPLUS
80	51C/664		Rotowaro	PT LOT 2 DP 30314 PEPEPE PSH	0	1/5	1A	CoalCorp							CSURPLUS
81	32D/758		Rotowaro	ALLOTS 297,307,366,384 PEPEPE PSH	139	1/5	1A	CoalCorp							CSURPLUS

Attachment 3: Improved Land

1				2	3	4	5	6	7	8	9	
Property Detail				Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio	
82	11B/772	1 Dwelling	Rotowaro	ALLOT 81 PEPEPE PARISH	21.8252	1/5	1A	CoalCorp				CSURPLUS
83	10B/584	1 Dwelling	Rotowaro	ALLOT 144B3 PEPEPE PSH	0.234	1/5	1A	CoalCorp				CSURPLUS
84	1A/278		Rotowaro	ALLOT 144B2 PEPEPE PSH	0.234	1/5	1A	CoalCorp				CSURPLUS
85	8A/1231		Rotowaro	LOT 1 DPS 7514	5.9565	1/5	1A	CoalCorp				CSURPLUS
86	10B/585		Rotowaro	ALLOT 144 B1 PEPEPE PSH	0.1872	1/5	1A	CoalCorp				CSURPLUS
87	10C/675		Rotowaro	ALLOT 144B2 & 4 PEPEPE PSH	1.1609	1/5	1A	CoalCorp				CSURPLUS
88	43D/542		Huntly	ALLOT 46A PEPEPE PSH	10.6382	1/5	1A	CoalCorp				CSURPLUS
89	43D/541		Huntly	ALLOT 46B PEPEPE PSH	10.6382	1/5	1A	CoalCorp				CSURPLUS
90	33A/68		Huntly	PT ALLOT 48 PEPEPE PSH	17.9933	1/5	1A	CoalCorp				CSURPLUS
91	33A/70		Huntly	PT ALLOT 48 PEPEPE PSH	0.4046	1/5	1A	CoalCorp				CSURPLUS
92	33A/69		Huntly	LOT 1 DPS 3204	0.8093	1/5	1A	CoalCorp				CSURPLUS
93	33A/71		Huntly	LOT 2 DPS 3204	0.8093	1/5	1A	CoalCorp				CSURPLUS
94	730/138		Huntly	PT ALLOTS 49 & 229 DP 28431 PEPEPE PSH	0.3989	1/5	1A	CoalCorp				CSURPLUS
95	43C/863		Huntly	PT ALLOT 49 PEPEPE PSH	8.7174	1/5	1A	CoalCorp				CSURPLUS
96	43D/543		Huntly	PT ALLOT 229 PEPEPE PSH	0.3748	1/5	1A	CoalCorp				CSURPLUS
97	43C/862		Huntly	PT ALLOTS 47,163 PEPEPE PSH	7.2687	1/5	1A	CoalCorp				CSURPLUS
98	50A/807		Huntly	SEC 1 SO 58281	22.98	1/5	1A	CoalCorp				CSURPLUS
100	55A/772	Industrial Bldgs, (store, workshop, lab)	Huntly	PT LOT 1 DP 28499 PT LOT 3 DP 1053 PT	39.9252	1/5	1A	CoalCorp				CSURPLUS
102	1700/74		Huntly	PT ALLOT 47 PEPEPE PSH	16.1145	1/5	1A	CoalCorp				CSURPLUS

1			2	3	4	5	6	7	8	9
Property Detail			Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
103 258/16		Huntly	DP 10728 PT ALLOT 47 PEPEPE PSH	1.2313	1/5	1A	CoalCorp			CSURPLUS
104 1064/240		Huntly	PT LOT 1 DP 25266	0	1/5	1A	CoalCorp			CSURPLUS
105 1441/100		Huntly	LOTS 27,28,29 DP 22510	0.547	1/5	1A	CoalCorp			CSURPLUS
106 603/214		Huntly	LOT 29 DP 22510	0.1568	1/5	1A	CoalCorp			CSURPLUS
107 45B/648		Huntly	ALLOT 9C PEPEPE PSH	0.5868	1/5	1A	CoalCorp			CSURPLUS
108 52C/857		Huntly	PT LOT 1 DP 1053 PT LOT 1 DP 28499	0	1/5	1A	CoalCorp			CSURPLUS
109 52C/857		Huntly	ALLOT 9 & ALLOTS 527,528,529,530,531 PEPEPE PSH	0	1/5	1A	CoalCorp			CSURPLUS
110 50B/544		Huntly	SEC 1 SO57579 & SEC 1 SO57480	3.3695	1/5	1A	CoalCorp			CSURPLUS
111 43C/869	2 Dwellings Farm Bldgs	Huntly	SEC 56 BLK V11 RANGIRIRI SD	97.13	1/5	1A	CoalCorp			CSURPLUS
112 23C/925	1 Dwelling	Huntly	SEC 55 BLK V11 RANGIRIRI SD	4.1455	1/5	1A	CoalCorp			CSURPLUS
242 27B/348	1 Dwelling/Farm Bldgs	Rotowaro	PT ALLOT 69 PEPEPE PSH	37.7832	1/5	1A	CoalCorp			CSURPLUS
1013 45B/647	Herbert	Rotowaro	Pt allots 202, 204	20	1/5	1A	CoalCorp			CSURPLUS
1078 716/200	Roadway	Rotowaro	Pt allot 203 Pepepe Parish	15	1/5	1A	CoalCorp			CSURPLUS
1079 33B/332		Rotowaro	Pl allot 79 Pepepe Parish	5	1/5	1A	CoalCorp			CSURPLUS
1080 33A/58		Rotowaro	Lot 2 DP 15542	7	1/5	1A	CoalCorp			CSURPLUS
1082 43C/888		Rotowaro	Pt allot 168 DP 25447 Pepepe Psh	12.4737	1/5	1A	CoalCorp			CSURPLUS
1088 611/192		Huntly	Pt lots 6 & 7 DP 1278	0	1/5	1A	CoalCorp			CSURPLUS
99 50B/714	Weavers Screens	Huntly	LOTS 1,2,3 DP 61669	44.237	1/5	1B	CoalCorp	CoalCorp 2	5	5 2 CREGOFF
7 92B/271	Pukekohe Horticultural Research Centre.	Pukekohe	Lots 1 DP 154437	16.396	2/3	1A	Crop & Food Research			CRF1
912 92B/273	Pukekohe Research Centre	Pukekohe	Lot 3 DP 154437	8.252	2/3	1A	Crop & Food Research			CRF1
913 92B/272	Pukekohe Research Centre	Pukekohe	Lot 3 DP 19005 & Lot 2 DP 154437	8.1767	2/3	1A	Crop & Food Research			CRF1

1				2	3	4	5	6	7	8	9	
Property Detail				Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio	
914	90D/458	Pukekohe Research Centre	Pukekohe	Lot 1 & 2 DP 19005	4.0916	2/3	1A	Crop & Food Research				CRF1
943	21B/1265	Dwelling, 21 James Henry Cres	Huntly	Lot 11 DPS 22841	0.0672	4/5	1D	Crown - Coalcorp				CC1
944	21B/1272	Dwelling, 35 James Henry Cres	Huntly	Lot 18 DPS 22842	0.0705	4/5	1D	Crown - Coalcorp				CC1
945	21B/1303	Dwelling, 47 James Henry Cres	Huntly	Lot 24 DPS 22843	0.0667	4/5	1D	Crown - Coalcorp				CC1
946	21B/1297	Dwelling, 38 James Henry Cres	Huntly	Lot 65 DPS 22842	0.0681	4/5	1D	Crown - Coalcorp				CC1
947	42C/5	Dwelling, 57 Russell Rd	Huntly	Lot 2 DPS 3916	0.0994	4/5	1D	Crown - Coalcorp				CC1
948	1112/13	Dwelling, 77 Russell Rd	Huntly	Lot 24 DP 4740	0.1012	4/5	1D	Crown - Coalcorp				CC1
949	1108/194	Dwelling, 79 Russell Rd	Huntly	Lot 25 DP 4740	0.1012	4/5	1D	Crown - Coalcorp				CC1
950	171/188	Dwelling, 13 Gavin Pl	Huntly	Lot 47 DPS 23850 & ROW	0.1114	4/5	1D	Crown - Coalcorp				CC1
951	171/188	Dwelling, 29 Gavin Pl	Huntly	Lot 55 DPS 23851 & ROW	0.1801	4/5	1D	Crown - Coalcorp				CC1
952	171/188	Dwelling, 24 Gavin Pl	Huntly	Lot 65 DPS 23851	0.1307	4/5	1D	Crown - Coalcorp				CC1
953	216/133	Dwelling, 116 Rosser St	Huntly	Lot 242 DPS 25265 & ROW	0.1656	4/5	1D	Crown - Coalcorp				CC1
954	216/133	Dwelling, 114 Rosser St	Huntly	Lot 241 DPS 25265 & ROW	0.1384	4/5	1D	Crown - Coalcorp				CC1
955	216/133	Dwelling, 5 Stirling Pl	Huntly	Lot 235 DPS 23402	0.1148	4/5	1D	Crown - Coalcorp				CC1
956	25A/1343	Dwelling, 75 Rosser St	Huntly	Lot 293 DPS 26580	0.1012	4/5	1D	Crown - Coalcorp				CC1
957	25A/1340	Dwelling, 81 Rosser St	Huntly	Lot 290 DPS 26580	0.1072	4/5	1D	Crown - Coalcorp				CC1
958	9D/349	Dwelling, 10 Meadows Lane	Huntly	Lot 249 DPS 25264 SO 56593	0.0878	4/5	1D	Crown - Coalcorp				CC1
959	9D/349	Dwelling, 8 Meadows Lane	Huntly	Lot 248 DPS 25264 & ROW	0.111	4/5	1D	Crown - Coalcorp				CC1
960	9D/349	Dwelling, 6 Meadows Lane	Huntly	Lot 247 DPS 25264 & ROW	0.1204	4/5	1D	Crown - Coalcorp				CC1
961	9D/349	Dwelling, 4 Meadows Lane	Huntly	Lot 246 DPS 26264	0.1296	4/5	1D	Crown - Coalcorp				CC1
962	1432/99	Dwelling, 119 Russell Rd	Huntly	Lot 12 DPS 4245	0.0809	4/5	1D	Crown - Coalcorp				CC1
963	149/91	Dwelling, 169 Russell Rd	Huntly	Lot 14 DPS 5628	0.0673	4/5	1D	Crown - Coalcorp				CC1
964	1491/3	Dwelling, 171 Russell Rd	Huntly	Lot 15 DPS 5628	0.0673	4/5	1D	Crown - Coalcorp				CC1
965	24A/929	Dwelling, 19 Harlock Pl	Huntly	Lot 12 DPS 22512	0.0786	4/5	1D	Crown - Coalcorp				CC1
966	24A/954	Dwelling, 13 Harlock Pl	Huntly	Lot 41 DPS 22512	0.0676	4/5	1D	Crown - Coalcorp				CC1

1				2	3	4	5	6	7	8	9	
Property Detail				Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio	
967	25C/635	Dwelling, 45 Rosser St	Huntly	Lot 308 DPS 25986	0.077	4/5	1D	Crown - Coalcorp				CC1
968	25A/1321	Dwelling, 55 Rosser St	Huntly	Lot 303 DPS 26577	0.0725	4/5	1D	Crown - Coalcorp				CC1
969	25A/1305	Dwelling, 67 Rosser St	Huntly	Lot 297 DPS 26578	0.1122	4/5	1D	Crown - Coalcorp				CC1
970	25A/1293	Dwelling, 66 Rosser St	Huntly	Lot 166 DPS 26577	0.0739	4/5	1D	Crown - Coalcorp				CC1
971	25A/1314	Dwelling, 50 Rosser St	Huntly	Lot 157 DPS 26575	0.0726	4/5	1D	Crown - Coalcorp				CC1
972	42B/992	Dwelling, 5 Vincent Aspey	Huntly	Lot 145 DPS 27367	0.0717	4/5	1D	Crown - Coalcorp				CC1
973	25A/1354	Dwelling, 15 Vincent Aspey	Huntly	Lot 139 DPS 27367	0.0995	4/5	1D	Crown - Coalcorp				CC1
974	498/259	Dwelling, 22 Rosser St	Huntly	Lot 2 DPS 28006	1.2582	4/5	1D	Crown - Coalcorp				CC1
975	29A/433	Dwelling, 7 Burke Pl	Huntly	Lot 2 DPS 25278	0.11	4/5	1D	Crown - Coalcorp				CC1
976	1B/711	Dwelling, 23 Russell Rd	Huntly	Lot 2 DP 23553	0.1012	4/5	1D	Crown - Coalcorp				CC1
977	556/286	Dwelling, 37 Russell Rd	Huntly	Lot 4 DP 4740	0.1012	4/5	1D	Crown - Coalcorp				CC1
978	25C/607	Dwelling, 1 Bailey St	Huntly	Lot 325 DPS 25983	0.1122	4/5	1D	Crown - Coalcorp				CC1
979	16D/903	Dwelling, 124 Russell Rd	Huntly	Lot 23 DPS 6216	0.1012	4/5	1D	Crown - Coalcorp				CC1
980	22D/665	Dwelling, 118C Russell Rd	Huntly	Flat 3 DPS 23559	0	4/5	1D	Crown - Coalcorp				CC1
981	22D/666	Dwelling, 118B Russell Rd	Huntly	Flat 2 DPS 23559	0	4/5	1D	Crown - Coalcorp				CC1
982	6D/2	Dwelling, 94 Russell Rd	Huntly	Lot 37 DPS 6216	0.1012	4/5	1D	Crown - Coalcorp				CC1
983	11A/608	Dwelling, 82 Russell Rd	Huntly	Lot 42 DOS 6216	0.1014	4/5	1D	Crown - Coalcorp				CC1
984	15C/1035	Dwelling, 76 Russell Rd	Huntly	Lot 10 DPS 3764	0.1363	4/5	1D	Crown - Coalcorp				CC1
985	144/57	Dwelling, 62 Harris St	Huntly	Lot 14 DPS 309	0.0799	4/5	1D	Crown - Coalcorp				CC1
986	42D/463	Dwelling, 4A & 4B George	Huntly	Pt Lot 12 DPS 37693	0.0803	4/5	1D	Crown - Coalcorp				CC1
987	42D/463	Dwelling, 4A & 4B George	Huntly	Pt Lot 12 DPS 37693	0.0803	4/5	1D	Crown - Coalcorp				CC1
988	25D/746	Dwelling, 7 Blundell Pl	Huntly	Lot 52 DPS 22939	0.0948	4/5	1D	Crown - Coalcorp				CC1
989	25D/746	Dwelling, 9 Blundell Pl	Huntly	Lot 50 DPS 22939	0.1012	4/5	1D	Crown - Coalcorp				CC1
990	25D/735	Dwelling, 35 Blundell Pl	Huntly	Lot 38 DPS 22939	0.0808	4/5	1D	Crown - Coalcorp				CC1
991	25D/711	Dwelling, 31 Porritt Ave	Huntly	Lot 14 DPS 22938	0.0796	4/5	1D	Crown - Coalcorp				CC1
992	42B/654	Dwelling, 60 Fairfield Ave	Huntly	Lot 113 DPS 27893	0.0636	4/5	1D	Crown - Coalcorp				CC1
993	24B/748	Dwelling, 34 Paki St	Huntly	Lot 6 DPS 26173	0.0696	4/5	1D	Crown - Coalcorp				CC1
994	171/8	Dwelling, 68 Russell Rd	Huntly	Lot 7 DPS 3764	0.1602	4/5	1D	Crown - Coalcorp				CC1
995	13D/772	Dwelling, Great South Rd	Huntly	Lot 1 DP 36321	0.1012	4/5	1D	Crown - Coalcorp				CC1

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Property Detail				Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio	
996	1233/62	Sections & Dwellings, Hartis Ave subdivision	Huntly	Pt Lot 41 DPS 1158, Lots 2,3,5,77 etc	9.5555	4/5	1D	Crown - Coalcorp				CC1
997	1233/62	Sections & Dwellings, Hartis Ave subdivision	Huntly	Pt Lot 41 DPS 1158, lots 2,3,5,77 etc	0	4/5	1D	Crown - Coalcorp				CC1
998	1233/62	Sections & dwellings, Hartis Ave subdivision	Huntly	Pt lot 41 DPS 1158, lots 2,3,5,77 etc	0	4/5	1D	Crown - Coalcorp				CC1
999	1233/62	Sections & dwellings, Hartis Ave subdivision	Huntly	Pt lot 41 DPS 1158, lots 2,3,5,77 etc	0	4/5	1D	Crown - Coalcorp				CC1
1000	1233/62	Sections & Dwellings, Hartis Ave Subdivision	Huntly	Pt Lot 41 DPS 1158, lots 2,3,5,77 etc	0	4/5	1D	Crown - Coalcorp				CC1
1001	1233/62	Sections & dwellings, Hartis Ave subdivision	Huntly	Pt lot 41 DPS 1158, lots 2,3,5,77 etc	0	4/5	1D	Crown - Coalcorp				CC1
1002	1233/62	Sections & dwellings, Hartis Ave subdivision	Huntly	Pt lot 41 DPS 1158, lots 2,3,5,77 etc	0	4/5	1D	Crown - Coalcorp				CC1
1003	224/109	Dwelling, Parry & George Sts	Huntly	All DP 9084, pt allots 38, 38A etc	1.2799	4/5	1D	Crown - Coalcorp				CC1
1004	224/109	Dwellings, Parry & George Sts	Huntly	All DP 9084, pt allots 38, 38A etc	0	4/5	1D	Crown - Coalcorp				CC1
1005	224/109	Dwellings, Parry & George Sts	Huntly	All DP 9084, pt allots 38, 38A etc	0	4/5	1D	Crown - Coalcorp				CC1
1006	224/109	Dwellings, Parry & George Sts	Huntly	All DP 9084, pt allots 38, 38A etc	0	4/5	1D	Crown - Coalcorp				CC1
1007	224/109	Dwelling, Parry & George Sts	Huntly	All DP 9084, pt allots 38, 38A etc	0	4/5	1D	Crown - Coalcorp				CC1
1008	224/109	Dwelling, Parry & George Sts	Huntly	All DP 9084, pt allots 38, 38A etc	0	4/5	1D	Crown - Coalcorp				CC1
1009	224/109	Dwelling	Huntly	All DP 9084, pt allots 38, 38A etc	0	4/5	1D	Crown - Coalcorp				CC1
1010	224/109	Dwelling, Parry & George Sts	Huntly	All DP 9084, pt allots 38, 38A etc	0	4/5	1D	Crown - Coalcorp				CC1
1011	224/109	Dwelling, Parry & George Sts	Huntly	All DP 9084, pt allots 38, 38A etc	0	4/5	1D	Crown - Coalcorp				CC1
1012	224/109	Dwelling, Parry & George Sts	Huntly	All DP 9084, pt allots 38, 38A etc	0	4/5	1D	Crown - Coalcorp				CC1
1033		dwelling, 25 James Henry Cres	Huntly	Lot 13 DPS 22842	0.0703	4/5	1D	Crown - Coalcorp				CC1
1016		dwelling, 20 Rosser St	Huntly	Lot 88 DPS 25984	0.0828	4/5	1D	Crown - DOSLI				CD1
1017		dwelling, 53 Rosser St	Huntly	Lot 304 26577	0.0815	4/5	1D	Crown - DOSLI				CD1

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
1018								CD1
1019								CD1
1020								CD1
1021								CD1
1022								CD1
1023								CD1
1024								CD1
1025								CD1
1026								CD1
1027								CD1
1028								CD1
1029								CD1
1030								CD1
1031								CD1
1032								CD1
1034								CD1
1035								CD1
1036								CD1
1037								CD1
1038								CD1
1039								CD1
1040								CD1
1041								CD1
1042								CD1
1043								CD1
1044								CD1
1045								CD1
1046								CD1

1				2	3	4	5	6	7	8	9
Property Detail				Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
1047	dwelling, 63 Russell Rd	Huntly	Pt lot 17 DP 4940	0.0684	4/5	1D	Crown - DOSLI				CD1
1048	dwelling, 118 Rosser St	Huntly	Lot 243 DPS 25265	0.1141	4/5	1D	Crown - DOSLI				CD1
1049	dwelling, 20 Bailey St	Huntly	Lot 16 DPS 6454	0.0807	4/5	1D	Crown - DOSLI				CD1
1050	dwelling, 73 Russell Rd	Huntly	Lot 22 DP 4740	0.1012	4/5	1D	Crown - DOSLI				CD1
1051	dwelling, 9 Vincent Aspey Pl	Huntly	Lot 142 DPS 27367	0.0801	4/5	1D	Crown - DOSLI				CD1
1052	dwelling, 45 Russell Rd	Huntly	Lot 8 Parish of Taupiri	0.1011	4/5	1D	Crown - DOSLI				CD1
1053	dwelling, 7 Vincent Aspey Pl	Huntly	Lot 144 DPS 27367	0.0774	4/5	1D	Crown - DOSLI				CD1
1054	dwelling, 11 Rosser St	Huntly	Lot 327 DPS 25983	0.0916	4/5	1D	Crown - DOSLI				CD1
1055	dwelling, 38 Rosser St	Huntly	Lot 150 DPS 26576	0.086	4/5	1D	Crown - DOSLI				CD1
1056	dwelling, 83 Rosser St	Huntly	Lot 289 DPS 26581	0.1083	4/5	1D	Crown - DOSLI				CD1
1057	dwelling, 88 Rosser Pl	Huntly	Lot 335 DPS 24501	0.1019	4/5	1D	Crown - DOSLI				CD1
1058	dwelling, 63 Rosser St	Huntly	Lot 299 DPS 26577	0.094	4/5	1D	Crown - DOSLI				CD1
1059	dwelling, 31 Gavin Pl	Huntly	Lot 56 DPS 23851	0.1127	4/5	1D	Crown - DOSLI				CD1
1060	dwelling, 69 Russell Rd	Huntly	Lot 79 DP 9386	0.1012	4/5	1D	Crown - DOSLI				CD1
1061	dwelling 69 Russell Rd	Huntly	Lot 20 DP 4740	0.1011	4/5	1D	Crown - DOSLI				CD1
1062	dwelling, 44 Rosser St	Huntly	Lot 154 DPS 26576	0.0684	4/5	1D	Crown - DOSLI				CD1
881	Part Allot 445 Statute 1878 p57 & 1912.see s40note	Knox St Army Drill Hall	Hamilton	Part Allotments 445 & 451 Town of Hamilton West	0.4047	4/4	1A	Defence			Individual
721	27B/28	10 Brownlie Cres	Huntly	DPS 24503 Lot 266	0.0983	4/5	1C	ECNZ			ECNZ 1
722	27B/16	17 Brownlie Cres	Huntly	DPS 24504 Lot 277	0.0862	4/5	1C	ECNZ			ECNZ 1
723	27B/15	19 Brownlie Cres	Huntly	DPS 24504 Lot 276	0.0734	4/5	1C	ECNZ			ECNZ 1
724	27B/14	21 Brownlie Cres	Huntly	DPS 24504 Lot 275	0.0705	4/5	1C	ECNZ			ECNZ 1
725	27B/13	23 Brownlie Cres	Huntly	DPS 24504 Lot 274	0.0691	4/5	1C	ECNZ			ECNZ 1
728	48B/65	6 Gavin Pl	Huntly	DPS 23852 Lot 74	0.0991	4/5	1C	ECNZ			ECNZ 1
729	27B/3	9 Gavin Pl	Huntly	DPS 23850 Lot 45	0.0788	4/5	1C	ECNZ			ECNZ 1
730	33C/68	25 Gavin Pl	Huntly	DPS 23851 Lot 53	0.0962	4/5	1C	ECNZ			ECNZ 1
734	21B/1260	11 Henry James Cres	Huntly	DPS 22841 Lot 6	0.0945	4/5	1C	ECNZ			ECNZ 1

Attachment 3: Improved Land

1	2	3	4	5	6	7	8	9	
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio	
735 21B/1261			Huntly	DPS 22841 Lot 7	0.0934	4/5	1C	ECNZ	ECNZ 1
736 21B/1274			Huntly	DPS 22842 Lot 20	0.0704	4/5	1C	ECNZ	ECNZ 1
737 21B/1304			Huntly	DPS 22843 Lot 25	0.0881	4/5	1C	ECNZ	ECNZ 1
738 21B/1314			Huntly	DPS 22843 Lot 33	0.086	4/5	1C	ECNZ	ECNZ 1
739 24B/729			Huntly	DPS 26235 Lot 226	0.0637	4/5	1C	ECNZ	ECNZ 1
740 23B/692			Huntly	DPS 26234 Lot 214	0.0682	4/5	1C	ECNZ	ECNZ 1
741 24B/698			Huntly	DPS 26234 Lot 220	0.0828	4/5	1C	ECNZ	ECNZ 1
742 24B/695			Huntly	DPS 26234 Lot 217	0.0896	4/5	1C	ECNZ	ECNZ 1
747 48B/52			Huntly	DPS 25985 Lot 319	0.0644	4/5	1C	ECNZ	ECNZ 1
748 25A/1313			Huntly	DPS 26576 Lot 156	0.0888	4/5	1C	ECNZ	ECNZ 1
749 25A/1286			Huntly	DPS 26577 Lot 159	0.0655	4/5	1C	ECNZ	ECNZ 1
750 27B/42			Huntly	DPS 24501 Lot 336	0.0924	4/5	1C	ECNZ	ECNZ 1
751 44A/889			Huntly	DPS 24502 Lot 260	0.0903	4/5	1C	ECNZ	ECNZ 1
716 24B/756			Huntly	DPS 26173 Lot 251	0.0662	4/5	1C	ECNZ	ECNZ 1a
717 24B/741			Huntly	DPS 26235 Lot 238	0.0649	4/5	1C	ECNZ	ECNZ 1a
718 24B/714			Huntly	DPS 26235 Lot 193	0.0628	4/5	1C	ECNZ	ECNZ 1a
719 24B/715			Huntly	DPS 26235 Lot 194	0.0632	4/5	1C	ECNZ	ECNZ 1a
720 48B/30			Huntly	DPS 22939 Lot 37	0.0856	4/5	1C	ECNZ	ECNZ 1a
726 24B/831			Huntly	DPS 26056 Lot 172	0.088	4/5	1C	ECNZ	ECNZ 1a
727 48B/28			Huntly	DPS 2830 Lot 8	0.109	4/5	1C	ECNZ	ECNZ 1a
731 24A/232			Huntly	DPS 25715 Lot 24	0.0721	4/5	1C	ECNZ	ECNZ 1a
732 26A/305			Huntly	DPS 27894 Lot 76	0.0867	4/5	1C	ECNZ	ECNZ 1a
733 26A/306			Huntly	DPS 27894 Lot 77	0.0893	4/5	1C	ECNZ	ECNZ 1a
743 48A/920			Huntly	DPS 10061 Lot 2	0.1055	4/5	1C	ECNZ	ECNZ 1a
744 24B/800			Huntly	DPS 26054 Lot 141	0.0882	4/5	1C	ECNZ	ECNZ 1a
745 24B/798			Huntly	DPS 26175 Lot 140	0.0717	4/5	1C	ECNZ	ECNZ 1a
746 48B/29			Huntly	DPS 22938 Lot 8	0.0768	4/5	1C	ECNZ	ECNZ 1a
752 24A/225			Huntly	DPS 25714 lot 16	0.0902	4/5	1C	ECNZ	ECNZ 1a
755 42D/986			Meremere	Lot 44 DPS 45001	0.0825	1/3	1C	ECNZ	ECNZ 2

1					2	3	4				5	6	7	8	9
Property Detail					Quarter of Transfer	Trfr Basis	Agency				Lease Form	Initial term	Renewal Term	No.	Portfolio
756	42D/987	2 Emere Pl	Meremere	Lot 45 DPS 45001	0.0932	1/3	1C	ECNZ							ECNZ 2
757	42D/988	3 Emere Pl	Meremere	Lot 46 DPS 45001	0.0752	1/3	1C	ECNZ							ECNZ 2
758	44A/126	5 Emere Pl	Meremere	Lot 48 DPS 48095	0.0719	1/3	1C	ECNZ							ECNZ 2
759	44A/127	6 Emere Pl	Meremere	Lot 49 DPS 48095	0.0829	1/3	1C	ECNZ							ECNZ 2
760	43A/66	10 Emere Pl	Meremere	Lot 179 DPS 45001	0.0836	1/3	1C	ECNZ							ECNZ 2
761	43A/67	11 Emere Pl	Meremere	Lot 180 DPS 45001	0.0803	1/3	1C	ECNZ							ECNZ 2
762	43A/68	12 Emere Pl	Meremere	Lot 181 DPS 45001	0.064	1/3	1C	ECNZ							ECNZ 2
763	44A/71	13 Emere Pl	Meremere	Lot 182 DPS 48226		1/3	1C	ECNZ							ECNZ 2
764	44A/67	14 Emere Pl	Meremere	Lot 53 DPS 48226	0.084	1/3	1C	ECNZ							ECNZ 2
765	44A/68	15 Emere Pl	Meremere	Lot 54 DPS 48226	0.084	1/3	1C	ECNZ							ECNZ 2
766	44A/69	16 Emere Pl	Meremere	Lot 55 DPS 48226	0.0769	1/3	1C	ECNZ							ECNZ 2
767	42D/991	18 Emere Pl	Meremere	Lot 57 DPS 45001	0.0878	1/3	1C	ECNZ							ECNZ 2
768	44A/37	1 Herewini St	Meremere	Lot 142 DPS 47081	0.08	1/3	1C	ECNZ							ECNZ 2
769	44A/38	2 Herewini St	Meremere	Lot 143 DPS 47081	0.0798	1/3	1C	ECNZ							ECNZ 2
770	44A/39	3 Herewini St	Meremere	Lot 144 DPS 47081	0.0785	1/3	1C	ECNZ							ECNZ 2
771	44A/41	5 Herewini St	Meremere	Lot 146 DPS 47081	0.1	1/3	1C	ECNZ							ECNZ 2
772	44A/42	6 Herewini St	Meremere	Lot 147 DPS 47081	0.0928	1/3	1C	ECNZ							ECNZ 2
773	44A/43	7 Herewini St	Meremere	Lot 148 DPS 47081	0.0947	1/3	1C	ECNZ							ECNZ 2
774	44A/44	8 Herewini St	Meremere	Lot 149 DPS 47081	0.0826	1/3	1C	ECNZ							ECNZ 2
775	43A/89	9 Herewini St	Meremere	Lot 150 DPS 45002	0.093	1/3	1C	ECNZ							ECNZ 2
776	43A/196	1 Kohekohe Cres	Meremere	Lot 169 DPS 47625	0.1317	1/3	1C	ECNZ							ECNZ 2
777	43A/193	2 Kohekohe Cres	Meremere	Lot 34 DPS 47625	0.0795	1/3	1C	ECNZ							ECNZ 2
778	43A/73	4 Kohekohe Cres	Meremere	Lot 35 DPS 45002	0.0862	1/3	1C	ECNZ							ECNZ 2
779	43A/96	6 Kohekohe Cres	Meremere	Lot 170 DPS 45002	0.092	1/3	1C	ECNZ							ECNZ 2
780	n/a	8 Kohekohe Cres	Meremere	Lot 36 DPS 47082	0.1009	1/3	1C	ECNZ							ECNZ 2
781	43A/201	9 Kohekohe Cres	Meremere	Lot 77 DPS 47626	0.0808	1/3	1C	ECNZ							ECNZ 2
782	43A/200	11 Kohekohe Cres	Meremere	Lot 76 DPS 47626	0.0945	1/3	1C	ECNZ							ECNZ 2
783	44A/122	12 Kohekohe Cres	Meremere	Lot 38 DPS 45754	0.0876	1/3	1C	ECNZ							ECNZ 2
784	44A/123	14 Kohekohe Cres	Meremere	Lot 39 DPS 45754	0.0888	1/3	1C	ECNZ							ECNZ 2

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
785 44A/125 15 Kohekohe Cres Meremere Lot 75 DPS 45754 0.0801 1/3 1C ECNZ								ECNZ 2
786 44A/144 16 Kohekohe Cres Meremere Lot 40 DPS 50611 0.0868 1/3 1C ECNZ								ECNZ 2
787 44A/145 18 Kohekohe Cres Meremere Lot 41 DPS 50611 0.0848 1/3 1C ECNZ								ECNZ 2
788 44A/124 19 Kohekohe Cres Meremere Lot 74 DPS 45754 0.0819 1/3 1C ECNZ								ECNZ 2
789 44A/199 21 Kohekohe Cres Meremere Lot 73 DPS 47082 0.0931 1/3 1C ECNZ								ECNZ 2
790 43A/204 22 Kohekohe Cres Meremere Lot 43 DPS 46833 0.1027 1/3 1C ECNZ								ECNZ 2
791 42D/992 24 Kohekohe Cres Meremere Lot 58 DPS 45001 0.08 1/3 1C ECNZ								ECNZ 2
792 42D/993 26 Kohekohe Cres Meremere Lot 59 DPS 45001 0.0826 1/3 1C ECNZ								ECNZ 2
793 43A/55 27 Kohekohe Cres Meremere Lot 71 DPS 45001 0.0768 1/3 1C ECNZ								ECNZ 2
794 42D/994 28 Kohekohe Cres Meremere Lot 60 DPS 45001 0.0814 1/3 1C ECNZ								ECNZ 2
795 42D/995 30 Kohekohe Cres Meremere Lot 61 DPS 45001 0.0887 1/3 1C ECNZ								ECNZ 2
796 42D/997 34 Kohekohe Cres Meremere Lot 63 DPS 45001 0.091 1/3 1C ECNZ								ECNZ 2
797 43A/198 38 Kohekohe Cres Meremere Lot 65 DPS 47626 0.0809 1/3 1C ECNZ								ECNZ 2
798 43A/199 40 Kohekohe Cres Meremere Lot 66 DPS 47626 0.0819 1/3 1C ECNZ								ECNZ 2
799 43A/346 27 Meremere Lane Meremere Lot 219 DPS 47628 0.0734 1/3 1C ECNZ								ECNZ 2
800 43A/345 29 Meremere Lane Meremere Lot 218 DPS 47628 0.0679 1/3 1C ECNZ								ECNZ 2
801 43A/344 31 Meremere Lane Meremere Lot 217 DPS 47628 0.0656 1/3 1C ECNZ								ECNZ 2
802 43A/343 33 Meremere Lane Meremere Lot 216 DPS 27628 0.0666 1/3 1C ECNZ								ECNZ 2
803 n/a 35 Meremere Lane Meremere Lot 215 DPS 47628 0.071 1/3 1C ECNZ								ECNZ 2
804 43A/341 37 Meremere Lane Meremere Lot 214 DPS 47628 0.064 1/3 1C ECNZ								ECNZ 2
805 43A/340 39 Meremere Lane Meremere Lot 213 DPS 47628 0.0626 1/3 1C ECNZ								ECNZ 2
806 43A/339 41 Meremere Lane Meremere Lot 212 DPS 47628 0.0685 1/3 1C ECNZ								ECNZ 2
807 43A/91 1 Tainui St Meremere Lot 156 DPS 45002 0.0764 1/3 1C ECNZ								ECNZ 2
808 43A/92 2 Tainui St Meremere Lot 157 DPS 45002 0.0908 1/3 1C ECNZ								ECNZ 2
809 43A/93 3 Tainui St Meremere Lot 158 DPS 45002 0.0867 1/3 1C ECNZ								ECNZ 2
810 43A/94 4 Tainui St Meremere Lot 159 DPS 45002 0.0937 1/3 1C ECNZ								ECNZ 2
811 n/a 5 Tainui St Meremere Lot 160 DPS 47080 0.0984 1/3 1C ECNZ								ECNZ 2
812 43A/175 6 Tainui St Meremere Lot 161 DPS 47080 0.0956 1/3 1C ECNZ								ECNZ 2
813 43A/95 7 Tainui St Meremere Lot 162 DPS 45002 0.0809 1/3 1C ECNZ								ECNZ 2

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
814 44A/64 44 Te Paea Ave Meremere Lot 22 DPS 49877 0.0831 1/3 1C ECNZ								ECNZ 2
815 44A/97 46 Te Paea Ave Meremere Lot 23 DPS 49599 0.089 1/3 1C ECNZ								ECNZ 2
816 44A/133 47 Te Paea Ave Meremere Lot 102 DPS 47083 0.0961 1/3 1C ECNZ								ECNZ 2
817 44A/98 48 Te Paea Ave Meremere Lot 24 DPS 49599 0.094 1/3 1C ECNZ								ECNZ 2
818 44A/134 49 Te Paea Ave Meremere Lot 103 DPS 47083 0.0886 1/3 1C ECNZ								ECNZ 2
819 43A/69 50 Te Paea Ave Meremere Lot 25 DPS 45002 0.0935 1/3 1C ECNZ								ECNZ 2
820 44A/135 51 Te Paea Ave Meremere Lot 104 DPS 47083 0.0885 1/3 1C ECNZ								ECNZ 2
821 43A/70 52 Te Paea Ave Meremere Lot 26 DPS 45002 0.0938 1/3 1C ECNZ								ECNZ 2
822 43A/74 53 Te Paea Ave Meremere Lot 105 DPS 45002 0.0885 1/3 1C ECNZ								ECNZ 2
823 44A/136 57 Te Paea Ave Meremere Lot 107 DPS 47083 0.0885 1/3 1C ECNZ								ECNZ 2
824 43A/56 Shop, Te Paea Ave Meremere Lot 113 DPS 47625 0.1787 1/3 1C ECNZ								ECNZ 2
825 n/a 59 Te Paea Ave Meremere Lot 108 DPS 47083 0.0885 1/3 1C ECNZ								ECNZ 2
826 n/a 60 Te Paea Ave Meremere Lot 30 DPS 49559 0.094 1/3 1C ECNZ								ECNZ 2
827 44A/138 61 Te Paea Ave Meremere Lot 109 DPS 47083 0.0885 1/3 1C ECNZ								ECNZ 2
828 n/a 62 Te Paea Ave Meremere Lot 31 DPS 47625 0.0945 1/3 1C ECNZ								ECNZ 2
829 43A/191 64 Te Paea Ave Meremere Lot 32 DPS 47625 0.0783 1/3 1C ECNZ								ECNZ 2
830 43A/56 70 Te Paea Ave Meremere Lot 78 DPS 45001 0.0908 1/3 1C ECNZ								ECNZ 2
831 43A/64 71 Te Paea Ave Meremere Lot 177 DPS 45001 0.089 1/3 1C ECNZ								ECNZ 2
832 n/a 72 Te Paea Ave Meremere Lot 79 DPS 47082 0.0912 1/3 1C ECNZ								ECNZ 2
833 44A/121 74 Te Paea Ave Meremere Lot 80 DPS 47082 0.084 1/3 1C ECNZ								ECNZ 2
834 43A/59 75 Te Paea Ave Meremere Lot 114 DPS 45001 0.0809 1/3 1C ECNZ								ECNZ 2
835 43A/57 76 Te Paea Ave Meremere Lot 81 DPS 45001 0.0771 1/3 1C ECNZ								ECNZ 2
836 43A/60 77 Te Paea Ave Meremere Lot 115 DPS 45001 0.0809 1/3 1C ECNZ								ECNZ 2
837 43A/202 78 Te Paea Ave Meremere Lot 82 DPS 47626 0.0773 1/3 1C ECNZ								ECNZ 2
838 43A/203 80 Te Paea Ave Meremere Lot 83 DPS 47626 0.0773 1/3 1C ECNZ								ECNZ 2
839 43A/58 82 Te Paea Ave Meremere Lot 84 DPS 45001 0.0773 1/3 1C ECNZ								ECNZ 2
840 44A/142 83 Te Paea Ave Meremere Lot 163 DPS 46835 0.0884 1/3 1C ECNZ								ECNZ 2
841 43A/53 84 Te Paea Ave Meremere Lot 69 DPS 45001 0.0948 1/3 1C ECNZ								ECNZ 2
842 44A/143 85 Te Paea Ave Meremere Lot 164 DPS 46835 0.0883 1/3 1C ECNZ								ECNZ 2

1					2	3	4				5	6	7	8	9
Property Detail					Quarter of Transfer	Trfr Basis	Agency				Lease Form	Initial term	Renewal Term	No.	Portfolio
843	44A/130	87 Te Puea Ave	Meremere	Lot 165 DPS 46834	0.0883	1/3	1C	ECNZ							ECNZ 2
844	n/a	89 Te Puea Ave	Meremere	Lot 166 DPS 46834	0.0882	1/3	1C	ECNZ							ECNZ 2
845	n/a	91 Te Puea Ave	Meremere	Lot 167 DPS 45001	0.0882	1/3	1C	ECNZ							ECNZ 2
846	42D/999	92 Te Puea Ave	Meremere	Lot 67 DPS 45001	0.0834	1/3	1C	ECNZ							ECNZ 2
847	42D/1000	94 Te Puea Ave	Meremere	Lot 68 DPS 45001	0.0857	1/3	1C	ECNZ							ECNZ 2
848	43A/176	1 Te Wheoro Ave	Meremere	Lot 175 DPS 47080	0.1143	1/3	1C	ECNZ							ECNZ 2
849	43A/61	2 Te Wheoro Ave	Meremere	Lot 116 DPS 45001	0.0862	1/3	1C	ECNZ							ECNZ 2
850	43A/177	3 Te Wheoro Ave	Meremere	Lot 176 DPS 47080	0.1012	1/3	1C	ECNZ							ECNZ 2
851	43A/76	4 Te Wheoro Ave	Meremere	Lot 117 DPS 45002	0.0834	1/3	1C	ECNZ							ECNZ 2
852	43A/78	6 Te Wheoro Ave	Meremere	Lot 118 DPS 45002	0.0801	1/3	1C	ECNZ							ECNZ 2
853	43A/78	8 Te Wheoro Ave	Meremere	Lot 119 DPS 45002	0.0834	1/3	1C	ECNZ							ECNZ 2
854	44A/141	9 Te Wheoro Ave	Meremere	Lot 155 DPS 47766	0.0742	1/3	1C	ECNZ							ECNZ 2
855	43A/79	10 Te Wheoro Ave	Meremere	Lot 120 DPS 45002	0.0834	1/3	1C	ECNZ							ECNZ 2
856	44A/140	11 Te Wheoro Ave	Meremere	Lot 154 DPS 47766	0.0751	1/3	1C	ECNZ							ECNZ 2
857	44A/65	15 Te Wheoro Ave	Meremere	Lot 237 DPS 47388	0.0691	1/3	1C	ECNZ							ECNZ 2
858	43A/98	16 Te Wheoro Ave	Meremere	Lot 172 DPS 45002	0.0849	1/3	1C	ECNZ							ECNZ 2
859	43A/99	18 Te Wheoro Ave	Meremere	Lot 173 DPS 45002	0.0849	1/3	1C	ECNZ							ECNZ 2
860	44A/46	19 Te Wheoro Ave	Meremere	Lot 153 DPS 47081	0.091	1/3	1C	ECNZ							ECNZ 2
861	43A/100	20 Te Wheoro Ave	Meremere	Lot 174 DPS 45002	0.0791	1/3	1C	ECNZ							ECNZ 2
862	44A/45	21 Te Wheoro Ave	Meremere	Lot 152 DPS 47081	0.0892	1/3	1C	ECNZ							ECNZ 2
863	n/a	22 Te Wheoro Ave	Meremere	Lot 122 DPS 47627	0.0849	1/3	1C	ECNZ							ECNZ 2
864	43C/954	25 Te Wheoro Ave	Meremere	Lot 140 DPS 47081	0.0822	1/3	1C	ECNZ							ECNZ 2
865	43A/88	27 Te Wheoro Ave	Meremere	Lot 139 DPS 45002	0.0859	1/3	1C	ECNZ							ECNZ 2
866	43A/87	29 Te Wheoro Ave	Meremere	Lot 138 DPS 45002	0.088	1/3	1C	ECNZ							ECNZ 2
867	n/a	32 Te Wheoro Ave	Meremere	Lot 125 DPS 45002	0.092	1/3	1C	ECNZ							ECNZ 2
868	43A/85	33 Te Wheoro Ave	Meremere	Lot 136 DPS 45002	0.0818	1/3	1C	ECNZ							ECNZ 2
869	43A/184	34 Te Wheoro Ave	Meremere	Lot 126 DPS 47627	0.0835	1/3	1C	ECNZ							ECNZ 2
870	43A/187	35 Te Wheoro Ave	Meremere	Lot 135 DPS 47627	0.1023	1/3	1C	ECNZ							ECNZ 2
871	43A/185	36 Te Wheoro Ave	Meremere	Lot 127 DPS 47627	0.0777	1/3	1C	ECNZ							ECNZ 2

Attachment 3: Improved Land

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Property Detail				Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio	
872	43A/186	37 Te Wheoro Ave	Meremere	Lot 134 DPS 47627	0.1003	1/3	1C	ECNZ				ECNZ 2
873	43A/316	39 Te Wheoro Ave	Meremere	Lot 133 DPS 47628	0.0993	1/3	1C	ECNZ				ECNZ 2
874	43A/83	40 Te Wheoro Ave	Meremere	Lot 128 DPS 45002	0.0819	1/3	1C	ECNZ				ECNZ 2
875	43A/314	41 Te Wheoro Ave	Meremere	Lot 131 DPS 47628	0.0796	1/3	1C	ECNZ				ECNZ 2
876	43A/178	43 Te Wheoro Ave	Meremere	Lot 130 DPS 45192	0.0917	1/3	1C	ECNZ				ECNZ 2
877	43A/84	44 Te Wheoro Ave	Meremere	Lot 129 DPS 45002	0.0863	1/3	1C	ECNZ				ECNZ 2
878	43A/179	45 Te Wheoro Ave	Meremere	Lot 183 DPS 45192	0.0942	1/3	1C	ECNZ				ECNZ 2
879	43A/180	47 Te Wheoro Ave	Meremere	Lot 184 DPS 45192	0.089	1/3	1C	ECNZ				ECNZ 2
880	43A/181	49 Te Wheoro Ave	Meremere	Lot 185 DPS 45192	0.089	1/3	1C	ECNZ				ECNZ 2
1073	26A/298	dwelling, 64 Fairfield Ave	Huntly	Lot 115 DPS 27893	0	4/5	1C	ECNZ - additional houses				ECNZ 1
1074	24A/237	dwelling 1 Graham St	Huntly	Lot 29 DPS 25715	0	4/5	1C	ECNZ - additional houses				ECNZ 1
1075	51D/472	dwelling 2 Graham St	Huntly	Lot 28 DPS 25715	0	4/5	1C	ECNZ - additional houses				ECNZ 1
1076	26A/237	dwelling 4 Davis Pl	Huntly	Lot 88 DPS 27895	0	4/5	1C	ECNZ - additional houses				ECNZ 1
1077	21B/1268	dwelling 27 James Henry Cres	Huntly	Lot 14 DPS 22842	0	4/5	1C	ECNZ - additional houses				ECNZ 1
1063		dwelling, 10 Herewini St	Meremere	Lot 151 DPS 47081	0	1/3	1C	ECNZ - additional houses				ECNZ 2
1064	43A/114	dwelling, 8 Kohekohe Cres	Meremere	Lot 36 DPS 47082	0	1/3	1C	ECNZ - additional houses				ECNZ 2
1065	43A/54	dwelling, 35 Kohekohe Cres	Meremere	Lot 70 DPS 45001	0	1/3	1C	ECNZ - additional houses				ECNZ 2
1066	43A/342	dwelling, 35 Meremere Cres	Meremere	Lot 215 DPS 47628	0	1/3	1C	ECNZ - additional houses				ECNZ 2
1067	43A/174	dwelling, 5 Tainui St	Meremere	Lot 60 DPS 47080	0	1/3	1C	ECNZ - additional houses				ECNZ 2
1068	44A/137	dwelling 59 Te Puea Ave	Meremere	Lot 108 DPS 47083	0	1/3	1C	ECNZ - additional houses				ECNZ 2
1069	44A/100	dwelling, 60 Te Puea Ave	Meremere	Lot 30 DPS 47625	0	1/3	1C	ECNZ - additional houses				ECNZ 2
1070	44A/120	dwelling 72 Te Puea Ave	Meremere	Lot 79 DPS 47082	1.2	1/3	1C	ECNZ - additional houses				ECNZ 2
1071	44A/71	dwelling, 13 Emere Pl	Meremere	Lot 182 DPS 48226	0	1/3	1C	ECNZ - additional houses				ECNZ 2
1072		dwelling, 58 Te Puea Ave	Meremere	Lot 29	0	1/3	1C	ECNZ - additional houses				ECNZ 2
1127	89C/834		Huntly	Allot 228 Papakura	0.2471	3/4	1A	Education				
33	91D/346	Vacant, Settlement Rd	Papakura	Allotment 2. Section 1 Parish of Opaheke	4.0469	3/4	1A	Education				EDU 2

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Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
34 90D/397, NZ Gaz. 1992 p4325	Vacant, Settlement Rd	Papakura	Allotment 1. Section 1 Parish of Opaheke, settlement of Kirikiriroa suburban	3.3421	3/4	1A	Education	EDU 2
35 91D/278	Vacant, Settlement Rd	Papakura	Part Lots 1 & 2, DP 60726	3.8559	3/4	1A	Education	EDU 2
1125 89C/834	Vacant Settlement Rd	Papakura	Allot 228 Papakura	0.2471	3/4	1A	Education	EDU 2
15	Principal House, 8 Galloway St.	Kihikihi	Allot 418 Kihikihi Town	0.1409	4/4	1C	Education	EDU 1
19 53B/815	5 Dudley Avenue	Huntly	Lot 3 DPS 28500	0.1586	4/4	1C	Education	EDU 1
20 51D/694	House, 128 Clarence St	Hamilton	Lots 2,3 DP 12603	0.1324	4/4	1C	Education	EDU 1
21 50D/765	Vacant Residential Site, 254 William St.	Te Awamutu	Lot 4 DPS 20043	0.0927	4/4	1C	Education	EDU 1
22 51D/418	Teacher House, Great South Rd.	Huntly	Pt Lot 13 DP 23455	0.1029	4/4	1C	Education	EDU 1
23 43A/357	F/1 39 Meremere Lane	Meremere	239 DPS 47628	0.1379	4/4	1C	Education	EDU 1
24 43A/357	F/2 39 Meremere Rd	Meremere	239 DPS 47628	0	4/4	1C	Education	EDU 1
25 43A/328	22 Meremere Lane	Meremere	201 DPS 47628	0.0788	4/4	1C	Education	EDU 1
26 43A/65	dwelling, 73 Te Paea Ave	Meremere	178 DPS 45001	0.092	4/4	1C	Education	EDU 1
27 89C/752	Miranda Rd, Mangatangi	Mangatangi	Part lot 11 DPS 7211	0.1232	4/4	1C	Education	EDU 1
28 89C/746	19 Buckland Rd	Tuakau	Lot 1 DPS 77138	0.0844	4/4	1C	Education	EDU 1
29 91D/241	9 Madill St	Tuakau	Allot 143 Parish of Tuakau	0.0892	4/4	1C	Education	EDU 1
30 89C/749	14 Matipo Dr	Tuakau	Lot 41 DPS 77553	0.0691	4/4	1C	Education	EDU 1
31 87A/268	Vacant Residential Site , 16 Matipo Dr	Tuakau	Lot 42 DP 77553	0.0848	4/4	1C	Education	EDU 1
32 89C/750	Dwelling, 51 George St	Tuakau	Part lot 12 DP 7325	0.09742	4/4	1C	Education	EDU 1
36 94A/638	14 Buckland Rd	Tuakau	Lot 1 DP 156632	0.1693	4/4	1C	Education	EDU 1
328 48D/875	Commercial. Tobin St, DSW office block	Pukekohe	Lot 1 DP 92280	0.0767	2/1	1A	Government Property Servi	GPS 1
893 48D/876	Commercial. Tobin St	Pukekohe	Lot 2 DP 92280	0.069	2/1	1A	Government Property Servi	GPS 1
894 41A/768	Commercial. Tobin & Seddon Sts	Pukekohe	Lot 1 DP 84736	0.0458	2/1	1A	Government Property Servi	GPS 1
329 43C/963	Commercial. 37-39 William St, office block.	Huntly	Pt lots 8 & 9 DP 1188	1.844	2/1	1A	Government Property Servi	GPS 2

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
330 46C/308 Commercial. 10 Hakanoa Street (MoT) Huntly Lot 2 DP 36415 1.432	2/1	1A	Government Property Servi					GPS 3
11 51B/241 Part Blands Estate Horticultural Research Stn SH 3 Hamilton Pt Allotment 153 Pt Lot 9 DPS 13667 Te Rapa Parish 20.8341	4/2	1A	Hort & Research					HR 1
8 51B/241 Part Blands Estate Horticultural Research Stn SH 3 Hamilton Pt Lot 9, Lot 8 DPS 13667 Allot 153 Te Rapa Parish 8.5888	4/2	1A	Hort & Research					Individual
9 51C/157 Te Kauwhata Horticultural Research Stn SH 1 Te Kauwhata Section 1 SO 59441, Maramarua SD, Blk V Waitera 9.5354	4/2	1A	Hort & Research					Individual
342 10D/285 & 53D/12 Orini Downs Farm Whitikahu Lot 1 DP 36817, pt Lot 5 DP 3471 being pt of NZ Loa 945	1/3	1A	Land Corp					LC 1
341 49B/220 Kiroa Farms (deer) Te Kauwhata Huntly Sec7,8 Blk XI Komakorau SD, Allot 395 ,397 Parish 278	4/2	1A	Land Corp					LC 2
343 49B/220 Kiroa Farm A, prop notes. Dairy Te Kauwhata Sec7,8 Blk XI Komakorau SD, Allot 395 ,397 Parish 61	4/2	1A	Land Corp					LC 3
344 49B/220 Kiroa Farm B, prop notes. Dairy Te Kauwhata Sec7,8 Blk XI Komakorau SD, Allot 395 ,397 Parish 61	4/2	1A	Land Corp					LC 3
345 50B/260 Komakorau Lot 4 DPS 14162 Blk XIV Komakorau SD 7.6764	2/3	1A	Land Corp					LC 4
346 50B/261 Komakorau Lot I DPS 14163 Blk XIV Komakorau SD 14.936	2/3	1A	Land Corp					LC 4
347 50B/856 Komakorau Lot1,2 DPS 16430;Lot2 DPS 15840;Allot 417,418 Pari 40.4778	2/3	1A	Land Corp					LC 4
348 50B/268 Komakorau Allot 416 Parish of Pukete 4.252	2/3	1A	Land Corp					LC 4
349 49D/656 Piako Sec 6 @ Pt adj Riverbank Res II Piako SD 1.2203	2/3	1A	Land Corp					LC 4

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Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
350 49D/656	0	2/3	1A Land Corp					LC 4
374 45D/809 Hillcrest Post Shop, Cambridge Rd.	0.394	1/2	1A NZ Post					Individual
376 43A/781 Ngaruawahia Post Shop, Newcastle & Gallileo Sts	0.1023	1/2	1A NZ Post					Individual
381 50C/725, 50C/724 Cambridge House Site	0.0515	1/2	1A NZ Post					Individual
1014 45B/680 Commercial, Frankton Post Shop, Commerce St	0	1/2	1A NZ Post					Individual
375 41C/579 & 578 & 577 Huntly Post Shop, 142-144 Main St.	0.1261	1/2	1B NZ Post	NZ Post	6	3	4	Individual
377 44C/381 Te Awamutu Post Shop, Sloane St.	0.1167	1/2	1B NZ Post	NZ Post	6	3	4	Individual
378 Stratum title 48A/68 Hamilton Central Post Shop, Victoria St	0.349	1/2	1B NZ Post	NZ Post	5	3	4	Individual
379 50C/725, 50C/724 Cambridge Post Shop, Victoria St	0.1398	1/2	1B NZ Post	NZ Post	6	3	4	Individual
380 75C/767 Pukekohe Post Shop, Hall St	0.1188	1/2	1B NZ Post	NZ Post	6	3	4	Individual
935 41C/579 & 578 & 577 Huntly Post Shop, Great South Rd	0.1261	1/2	1B NZ Post	NZ Post	6	3	4	Individual
1015 81C/205 Tuakau Post Shop, 9 George St	0	1/2	1B NZ Post	NZ Post	4	2	2	Individual
386 51B/334 6 Magee Pl	0.071	1/4	1C NZED					NZED1
387 44A/978 59 Fifth Ave	0.0753	1/4	1C NZED					NZED1
388 44A/979 61 Fifth Ave	0.0853	1/4	1C NZED					NZED1
389 44A/982 67 Fifth Ave	0.0845	1/4	1C NZED					NZED1
390 44A/983 69 Fifth Ave	0.0751	1/4	1C NZED					NZED1
391 44A/984 71 Fifth Ave	0.0746	1/4	1C NZED					NZED1
392 24B/753 9 Baker St	0.0665	1/4	1C NZED					NZED1
393 24B/751 13 Baker St	0.0667	1/4	1C NZED					NZED1
394 24B/770 25 Baker St	0.0638	1/4	1C NZED					NZED1

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
395 24B/769 27 Baker St Huntly Lot 239 DPS 26174 0.0645	1/4	1C	NZED					NZED1
396 24B/737 37 Baker St Huntly Lot 234 DPS 26174 0.0644	1/4	1C	NZED					NZED1
397 24B/735 41 Baker St Huntly Lot 232 DPS 26174 0.0647	1/4	1C	NZED					NZED1
398 24B/716 3 Bond Pl Huntly Lot 205 DPS 26174 0.0619	1/4	1C	NZED					NZED1
399 24B/718 7 Bond Pl Huntly Lot 207 DPS 26174 0.0649	1/4	1C	NZED					NZED1
400 24B/792 6 Meyer Pl Huntly Lot 134 DPS 26175 0.067	1/4	1C	NZED					NZED1
401 24B/743 44 Paki St Huntly Lot 1 DPS 26173 0.0694	1/4	1C	NZED					NZED1
402 24B/787 4 Caesar Roose Pl Huntly Lot 129 DPS 26175 0.0616	1/4	1C	NZED					NZED1
403 24B/761 5 Caesar Roose Pl Huntly Lot 176 DPS 26174 0.0642	1/4	1C	NZED					NZED1
404 24B/789 8 Caesar Roose Pl Huntly Lot 131 DPS 26175 0.061	1/4	1C	NZED					NZED1
405 24B/806 22 Caesar Roose Pl Huntly Lot 147 DPS 26054 0.069	1/4	1C	NZED					NZED1
406 24B/819 35 Caesar Roose Pl Huntly Lot 161 DPS 26055 0.0799	1/4	1C	NZED					NZED1
407 24B/817 39 Caesar Roose Pl Huntly Lot 159 DPS 26055 0.0649	1/4	1C	NZED					NZED1
408 26A/288 11 Davis Pl Huntly Lot 99 DPS 27893 0.0713	1/4	1C	NZED					NZED1
409 32A/526 16 Davis Pl Huntly Lot 94 DPS 27893 0.0807	1/4	1C	NZED					NZED1
410 26A/319 31 McDiarmid Cres Huntly Lot 60 DPS 27895 0.0807	1/4	1C	NZED					NZED1
411 26A/325 34 McDiarmid Cres Huntly Lot 86 DPS 27895 0.0705	1/4	1C	NZED					NZED1
414 85A/731 Vacant site. 81 St Stephens Ave Tuakau Pt Lot 8 DP 7325 0.207	1/4	1A	Police					Individual
415 88C/871 Commercial, Manukau Road, court room and offices Pukekohe Allot 28 Sec 2 0.1386	1/4	1A	Police					Individual
412 52C/419 House, 253 Clarkin Rd Hamilton Lot 1 DPS 3790 0.0741	1/4	1C	Police					Individual
413 52C/418 House, 38 Galloway St Hamilton Pt Allot 202 Town of Hamilton East 0.0685	1/4	1C	Police					Individual
1089 House, 2 Fort St Cambridge 0	1/4	1C	Police					Individual
1094 House, 26 Sunnyhill Ave Hamilton 0	1/4	1C	Police					Individual
1095 House, 3 Dowding St Hamilton 0	1/4	1C	Police					Individual
1096 House, 4 Norma Pl Hamilton 0	1/4	1C	Police					Individual
1099 House, 5 Dowding St Hamilton 0	1/4	1C	Police					Individual
1100 House, 7 Dowding St Hamilton 0	1/4	1C	Police					Individual
1101 House, 9 Dowding St Hamilton 0	1/4	1C	Police					Individual

1				2	3	4	5	6	7	8	9
Property Detail				Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
1115	House, 115 Armstrong Ave	Te Awamutu		0	1/4	1C	Police				Individual
1116	House, 149 Hillcrest Ave	Te Awamutu		0	1/4	1C	Police				Individual
1118	House, 763 Fairview Rd	Te Awamutu		0	1/4	1C	Police				Individual
571 CT 6C/227.	Cnr Semple/Shaw St	Huntly			3/4	1A	Te Puni Kokiri				TPK1
573 77A/488	511 Oruarangi Rd	Mangere	Lot 1 DP 131586	3.1578	3/4	1A	Te Puni Kokiri				TPK1
574 66B/362	Vacant, 3 Gordon Paul Place	Tuakau	Lot 8 DP 116536	0.072	3/4	1A	Te Puni Kokiri				TPK1
575 66B/363	Vacant, 4 Gordon Paul Place	Tuakau	Lot 9 DP 116536	0.07	3/4	1A	Te Puni Kokiri				TPK1
576 66B/364	Vacant, 5 Gordon Paul Place	Tuakau	Lot 10 DP 116536	0.07	3/4	1A	Te Puni Kokiri				TPK1
577 66B/365	Vacant, 6 Gordon Paul Place	Tuakau	Lot 11 DP 116536	0.0702	3/4	1A	Te Puni Kokiri				TPK1
590 42C/664	Vacant, Herbert Rd	Kihikihi	Lot 1 DPS 45818	0.0922	3/4	1A	Te Puni Kokiri				TPK1
591 42C/665	Vacant, Herbert Rd	Kihikihi	Lot 2 DPS 45818	0.0905	3/4	1A	Te Puni Kokiri				TPK1
592 42C/666	Vacant, Herbert Rd	Kihikihi	Lot 3 DPS 45818	0.0905	3/4	1A	Te Puni Kokiri				TPK1
593 42C/667	Vacant, Herbert Rd	Kihikihi	Lot 4 DPS 45818	0.0856	3/4	1A	Te Puni Kokiri				TPK1
594 42C/668	Vacant, Herbert Rd	Kihikihi	Lot 5 DPS 45818	0.1148	3/4	1A	Te Puni Kokiri				TPK1
595 42C/669	Vacant, Herbert Rd	Kihikihi	Lot 6 DPS 45818	0.1129	3/4	1A	Te Puni Kokiri				TPK1
596 42C/670	Vacant, Herbert Rd	Kihikihi	Lot 7 DPS 45818	0.1126	3/4	1A	Te Puni Kokiri				TPK1
597 42C/671	Vacant, Herbert Rd	Kihikihi	Lot 8 DPS 45818	0.1124	3/4	1A	Te Puni Kokiri				TPK1
599 6C/227	Vacant, Semple & Shaw Sts	Huntly	Lot 19 DPS 858	0.0816	3/4	1A	Te Puni Kokiri				TPK1
600 9B/496	Semple & Shaw Sts	Huntly	Lot 20 DPS 858	0.0816	3/4	1A	Te Puni Kokiri				TPK1
601 9B/497	Semple & Shaw Sts	Huntly	Lot 21 DPS 858	0.0824	3/4	1A	Te Puni Kokiri				TPK1
602 9B/498	Semple & Shaw Sts	Huntly	Lot 22 DPS 858	0.0824	3/4	1A	Te Puni Kokiri				TPK1
603 9B/499	Semple & Shaw Sts	Huntly	Lot 23 DPS 858	0.0856	3/4	1A	Te Puni Kokiri				TPK1
572 46B/181	12 Seaview Rise	Waiuku	Lot 56, DP 89117	0.0672	3/4	1C	Te Puni Kokiri				TPK2
578 34C/552	5 Aileen Pl	Hamilton		0.08	3/4	1C	Te Puni Kokiri				TPK2
579 34C/553	7 Aileen Pl	Hamilton	Lot 39 DPS 36526	0.08	3/4	1C	Te Puni Kokiri				TPK2
580 51A/1000.	34 Crawshaw Dr	Hamilton	Lot 28 DPS 41799	0.0976	3/4	1C	Te Puni Kokiri				TPK2
581 51A/999	5 Pringle Pl	Hamilton	Lot 23 DPS 41800	0.0923	3/4	1C	Te Puni Kokiri				TPK2
582 51B/499	Flat 1, 19 A Pringle Pl	Hamilton	Flat 1 DPS 58559	0.0939	3/4	1C	Te Puni Kokiri				TPK2
583 50B/113	Flat 2, 23A Crawshaw Dr	Hamilton	Flat 2 DPS 51809	0.0582	3/4	1C	Te Puni Kokiri				TPK2

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
584 51A/198 8B Norrie St Hamilton House 2 DPS 62752	0.0451	3/4	1C Te Puni Kokiri					TPK2
585 50D/789 10A Norrie St Hamilton Flat 1 DPS 57818	0.049	3/4	1C Te Puni Kokiri					TPK2
586 27C/1032 141 Hiskens Pl Te Awamutu Lot 59 DPS 30764	0.109	3/4	1C Te Puni Kokiri					TPK2
587 27C/1033 142 Hiskens Pl Te Awamutu Lot 60 DPS 30764	0.1586	3/4	1C Te Puni Kokiri					TPK2
588 38A/395 Bundell Pl Te Awamutu Lot 35 DPS 40622	0.0777	3/4	1C Te Puni Kokiri					TPK2
589 38A/387 Price Pl Te Awamutu Lot 27 DPS 40622	0.0612	3/4	1C Te Puni Kokiri					TPK2
598 25D/892 14 Kowhai Pl Te Kauwhata Lot 10 DPS 27804	0.104	3/4	1C Te Puni Kokiri					TPK2
604 41D/411 93 Waipa Esp Ngaruawahia Lot 44 DPS 47790	0.0655	3/4	1C Te Puni Kokiri					TPK2
605 41D/411 4 Bakarat Pl Ngaruawahia Lot 34 DPS 45775	0.0648	3/4	1C Te Puni Kokiri					TPK2
606 41D/449 5 Bakarat Pl Ngaruawahia Lot 23 DPS 45775	0.0704	3/4	1C Te Puni Kokiri					TPK2
609 845/93 59 Lake Crescent Hamilton Lot 2 DPS 25181	0.1308	3/1	1C Waikato Area Health					WHOR
610 19C/263 190 Pembroke St Hamilton Lot 1 DPS 21019	0.0841	3/1	1C Waikato Area Health					WHOR
611 19C/266 196 Pembroke St Hamilton Lot 4 DPS 21019	0.0838	3/1	1C Waikato Area Health					WHOR
612 812/185 180 Pembroke St Hamilton Lot 4 DPS 18088	0.0673	3/1	1C Waikato Area Health					WHOR
613 8C/445 21 Lorne St Hamilton Lot 174 DPS 4261	0.0655	3/1	1C Waikato Area Health					WHOR
614 6B/1143 52 Lorne St Hamilton Lot 226 DPS 4261	0.0783	3/1	1C Waikato Area Health					WHOR
615 33B/862 27A Beatty St Hamilton Flat 1 on DPS 32739	0.0482	3/1	1C Waikato Area Health					WHOR
616 1031/189 111 Pembroke St Hamilton Lot 2 DPS 733	0.1358	3/1	1C Waikato Area Health					WHOR
618 45B/646 43A Dinsdale Rd Hamilton Lot 4 DPS 22996	0.1832	3/1	1C Waikato Area Health					WHOR
619 16B/923 103 Grandview Road Hamilton Lot 3 DPS 17741	0.065	3/1	1C Waikato Area Health					WHOR
620 864/116 33 Waerenga Rd Te Kauwhata Lot 2 DPS 33721	0.0809	3/1	1C Waikato Area Health					WHOR

ATTACHMENT 4

TERMS OF TRANSFER OF
SETTLEMENT PROPERTIES

This cover page and the attached 13 pages are Attachment 4 to the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995.
(Reference: Clause 5.1 and clause 6.1)

Signed by the parties' representatives:



for Her Majesty the Queen



for Waikato-Tainui

ATTACHMENT 4

Terms of Transfer of Settlement Properties

1.0 Definitions and notices

- 1.1 All notices and documents to be given or served under this agreement or in relation to this contract may be given or served as provided in clause 27 of the Deed of Settlement.
- 1.2 Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings as in section 2 of the Property Law Act 1952.
- 1.3 "chattels" means in relation to Improved Land all such chattels disclosed by the relevant Crown entity or the vendor to the purchaser during the relevant due diligence period as being chattels which are to be transferred to the purchaser.
- 1.4 "Deed of Settlement" means the deed between the vendor and Waikato Tainui, of which this Attachment forms part.
- 1.5 "Due diligence period" means the period of time commencing on the date of execution of the Deed of Settlement and terminating at 5pm on the earlier of the possession date or the day falling 18 calendar months after the date of execution of the Deed of Settlement.
- 1.6 "Improved Land" has the meaning ascribed to it in the Deed of Settlement.
- 1.7 "Leases" means those leases referred to in clause 7 of the Deed of Settlement and any other tenancy, lease or licence to occupy affecting the whole or part of the property at the date of execution of the Deed of Settlement, together with any amendment to such documents.
- 1.8 "possession date" means, in respect of each property, the last working day in the period specified in column 2 of Attachment 2 or column 2 of Attachment 3 to the Deed of Settlement.
- 1.9 "property" means, in relation to each transfer, the relevant parcel or parcels of Settlement Property (as defined in the Deed of Settlement) each such parcel or parcels of land being more particularly described:
 - (1) in relation to Settlement Land, in Attachment 2 to the Deed of Settlement (but, where there are improvements on the relevant parcel of land, does not include those improvements); and

- (2) in relation to Improved Land, in Attachment 3 to the Deed of Settlement.
- 1.10 "purchaser" means the Land Holding Trustee, as that term is defined in the Deed of Settlement.
- 1.11 "Relevant Crown Entity" means the current owner of the property, or, where the property has a certificate or certificates of title issued under the Land Transfer Act 1952, the registered proprietor of the property or the person that is entitled to become the registered proprietor where the Crown is obliged to transfer the property to that person.
- 1.12 "settlement date" means in respect of each property, the date upon which possession is actually given under this agreement.
- 1.13 "vendor" means the Crown.
- 1.14 "Working day" means any day of the week other than:
- (1) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Waitangi Day and the Provincial Anniversary Day as observed at the place where the property is situated; and
 - (2) A day in the period commencing the 25th day of December in any year, and ending with the 5th day of January in the following year.
- 1.15 References to "agreement" and "the agreement" (where appropriate) shall be deemed to be references to the terms of this Attachment.
- 1.16 A working day shall be deemed to commence at 9.00am and terminate at 5.00pm.
- 1.17 Clauses 34 and 35 of the Deed of Settlement shall, where the context permits, apply to this agreement.
- 1.18 In the event of a conflict between the terms and conditions of the Deed of Settlement and the terms of this schedule, then the terms of the Deed of Settlement shall prevail.

2.0 Operative clauses and purchase price

- 2.1 It is agreed that the vendor shall transfer and the purchaser shall take on transfer the fee simple interest in the property and absolute ownership of the chattels (if any) upon the terms set out in the Deed of Settlement and this Schedule subject to all matters noted on the register of title to the property at the date upon which the Deed of Settlement is signed by both parties and all other matters disclosed to the purchaser in accordance with this agreement.
- 2.2 The purchase price for each property will be the Transfer Value determined in accordance with clause 18 of the Deed of

Settlement. The purchase price for each property will be satisfied by deducting the relevant Transfer Value from the Redress Value in accordance with clause 13 of the Deed of Settlement.

3.0 Possession and settlement

3.1 Unless particulars of a Lease are:

- (1) included in Attachment 2 or Attachment 3 to the Deed of Settlement; or
- (2) disclosed to the purchaser during the Due diligence period, then

the property is to be transferred with vacant possession and the vendor shall so yield the property on the possession date together with keys to all exterior doors (if applicable). Where particulars of a Lease or Leases are so included or disclosed the property will be sold subject to and with the benefit of that Lease or Leases.

3.2 Possession shall be given and taken upon the possession date.

3.3 On the possession date, the vendor shall concurrently hand to the purchaser a registrable memorandum of transfer of the property, to be prepared by and at the expense of the purchaser and tendered to the vendor or the vendor's solicitor a reasonable time prior to the possession date executed by the purchaser if necessary together with all other instruments in registrable form which may be required for the purpose of registering the memorandum of transfer together with all instruments of title.

3.4 All outgoings and incomings excluding insurance premiums shall be apportioned at the possession date.

3.5 Where -

- (1) The transfer of the property is to be registered against a new title document in the course of issuing (including a new or provisional title document following the loss of the outstanding copy of the title); and
- (2) A search copy, as defined in section 172A of the Land Transfer Act 1952, of that title document is not obtainable by the fifth working day prior to the possession date

then the possession date shall be deferred to the fifth working day following the date on which the search copy is obtainable, and the vendor has so advised in writing, unless the purchaser shall elect that settlement shall still take place on the original possession date. This clause shall not apply where it is necessary to register the transfer of the property to enable a plan to deposit and title to the property to issue or if section 172A is not in force at the possession date.

3.6 The vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice in writing, to enter

the property on one occasion prior to the settlement date for the purposes of examining the property and chattels and fixtures which are included in the sale (if any), and ascertaining the state of repair of the property and the chattels and fixtures.

4.0 Risk and insurance

- 4.1 The property and chattels shall remain at the sole risk of the vendor until possession is given and taken.
- 4.2 The provisions of this clause 4.2 and of clause 4.3 shall apply to Improved Land only and only if the Transfer Value for any property was determined on the basis that the destruction or damage referred to below had not occurred. In the event that prior to the giving and taking of possession the property is destroyed or damaged and such destruction or damage has not been made good by the possession date then the following provisions shall apply:
- (1) If the destruction or damage has been sufficient to render the property untenable and it is untenable on the possession date the purchaser may:
 - (a) complete the purchase at the Transfer Value less a sum equal to the amount of diminution in value of the property; or
 - (b) cancel this agreement as it affects the property by serving on the vendor notice in writing.
 - (2) If the property is not untenable on the possession date the purchaser shall complete the purchase at the Transfer Value less a sum equal to the amount of the diminution in value of the property.
- 4.3 Either party may serve on the other party notice in writing requiring that any dispute as to the application of this clause be determined by an arbitrator to be appointed by the president or vice-president for the time being of the Law Society for the district where the property is situated, and the party serving the notice may at any time thereafter refer the dispute for determined. If the dispute is not determined by the possession date then the possession date shall be deferred to the fifth working day following the date on which the dispute is determined. The arbitrator may determine that the possession date shall not be deferred or shall be deferred to another day or days.
- 4.4 The purchaser shall not be required to take over any insurance policies held by the vendor.

5.0 Title, boundaries, etc

- 5.1 The vendor shall not be bound to point out the boundaries of the property save that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that the property is pegged at the possession date.
- 5.2 (1) The purchaser is deemed to have accepted the vendor's title save as to objections or requisitions on it which the purchaser is entitled to make and delivers to the vendor or the vendor's solicitor on or before the date of expiry of the Due diligence period.
- (2) If a plan has been or is to be lodged in the Land Transfer Office for deposit in respect of the property, then in respect of objections or requisitions arising out of the plan the purchaser is deemed to have accepted the title save as to objections or requisitions which the purchaser is entitled to make and delivers to the vendor or the vendor's solicitor on or before the tenth working day after the date on which the purchaser or the purchaser's solicitor is notified in writing that the plan has deposited and that the title has issued.
- (3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title so delivered by the purchaser and the purchaser does not on or before the fifth working day after the date on which the purchaser is notified in writing of such inability or unwillingness notify the vendor in writing that the purchaser waives the objection or requisition the vendor may (notwithstanding any intermediate negotiations) by notice in writing to the purchaser cancel this agreement as it relates to the property.
- (4) In the event of a cancellation by the vendor under paragraph (3), the purchaser shall be entitled to the return of all moneys paid under this agreement but shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatever.
- 5.3 Except as otherwise expressly set forth in this agreement, no error, omission or misdescription of the property or the title shall annul the sale but compensation, if demanded in writing before settlement but not otherwise, shall be made or given as the case may require.
- 5.4 In respect of each property which is rural and which is not being sold subject to a Lease or other arrangements giving rights of occupation to a third party, the purchaser may give notice in writing to the vendor not later than six months before the possession date requiring the vendor to adequately fence the boundary of the property on or before the possession date to an appropriate standard having regard to the purpose for which the property is used. If such a notice is given, the vendor must or the vendor must ensure that the Relevant Crown Entity must comply

with the notice within 5 months of receipt by the vendor of that notice, failing which the purchaser may fence the boundary to that standard and recover the reasonable cost of doing so from the vendor.

6.0 Vendor's warranties and undertakings

- 6.1 The vendor warrants and undertakes to the purchaser that except to the extent disclosure to the contrary permitted to be and is made under clause 11.3:
- (a) any chattels and fixtures included in the sale:
 - (i) will be the unencumbered property of the vendor at the giving and taking of possession; and,
 - (ii) at the date upon which the Transfer Value is determined, are or will be in the condition disclosed pursuant to clause 11.3.
 - (b) The Relevant Crown Entity or the vendor has paid all general and water rates due by them as owner or occupier to the possession date. If the water charges are determined by meter the vendor will on or immediately after the possession date have the water meter read and will pay the amount of the charge payable pursuant to that reading but if the territorial authority will not make special readings the water charges shall be apportioned.
 - (c) Any adjustments of outgoings are paid to the dates shown in the vendor's statement of apportionments to be supplied to the purchaser before the possession date or will be so paid immediately after the possession date.
 - (d) The vendor will pay all charges for electric power and gas supplied to the property down to the possession date.
 - (e) If the vendor or the Relevant Crown Entity receives any notice or demand from the Crown or any territorial authority or from any tenant after the possession date the vendor or the Relevant Crown Entity will if not paying or complying with such notice or demand forthwith deliver it to the purchaser or the purchaser's solicitor and if the vendor fails to do so the vendor shall be liable for any penalty incurred.
 - (f) Immediately after the possession date the vendor shall give notice of sale to Valuation New Zealand and the territorial authority having jurisdiction and where the property comprises a stratum estate will serve a copy of the notice of sale on the secretary of the body corporate.
 - (g) In respect only of Improved Land which is not subject to a Lease, where the vendor or the Relevant Crown Entity has done or caused or permitted to be done on the property any works for which a permit or building consent was required

by law, such permit or consent was obtained for those works and where appropriate, a code compliance certificate was issued for those works.

- (h) In respect only of Improved Land which is not subject to a Lease, all obligations imposed on the vendor and the Relevant Crown Entity under the Building Act 1991 ("Act") shall be fully complied with at the settlement date, and without limiting the generality of the foregoing:
 - (a) the vendor or the Relevant Crown Entity has fully complied with the requirements specified in any compliance schedule issued by a territorial authority under section 44 of the Act in respect of any building on the property;
 - (b) any building on the property which is the subject of a compliance schedule issued by a territorial authority under section 44 of the Act has a current building warrant of fitness supplied under section 45 of the Act and the vendor and the Relevant Crown Entity is not aware of any reason, that has not been disclosed in writing to the purchaser, which would prevent a building warrant of fitness complying with section 45 of the Act from being supplied to the territorial authority when the building warrant of fitness is next due; and
 - (c) the territorial authority has not issued any notice under section 45(4) of the Act to the vendor or to any agent of the vendor or to the Relevant Crown Entity which has not been disclosed in writing to the purchaser, which could entitle the territorial authority to issue such a notice.
- (i) As far as the vendor or the Relevant Crown Entity is aware the Leases are all the leases, licences or other occupancy rights affecting the property.
- (j) As far as the vendor or the Relevant Crown Entity is aware there is no amendment or variation to any Lease.
- (k) As far as the vendor or the Relevant Crown Entity is aware no right or easement exists in respect of the property in favour of any person, which has not been notified in writing to the purchaser or is not apparent on inspection of the title to the property.
- (l) As far as the vendor or the Relevant Crown Entity is aware, there is no outstanding enforcement or other notice, requisition or proceeding issued under any Code by any relevant authority.
- (m) The vendor or the Relevant Crown Entity has no actual notice of any order or resolution for the compulsory acquisition of any part of the property or any proposal for road widening which affects the property.

- (n) In respect only of office buildings on the property owned by Land Corporation Limited, all those buildings comply in all respects with all relevant authority requirements relating to fire service and utility installation requirements.
 - (o) In respect of any property for which, at the date of this agreement, no certificate of title has been issued, all easements, rights or other interest as may reasonably be required to ensure enjoyment of the property for its current use will be registered against the new certificate when it is issued.
 - (p) As far as the vendor or the Relevant Crown Entity is aware all information contained in any letters or written information given or disclosed to the purchaser by the vendor or the Relevant Crown Entity which relates to the property is true and correct in all respects.
 - (q) As far as the vendor or the Relevant Crown Entity is aware no material information which relates to the property has not been disclosed by or on behalf of the Relevant Crown Entity and the vendor to the purchaser.
- 6.2
- (a) In this clause 6.2 "contaminant" has the meaning given to it by section 2 of the Resource Management Act 1991.
 - (b) The vendor must, prior to the possession date, procure Coal Corporation of New Zealand Limited and New Zealand Pastoral Agriculture Research Institute Limited to indemnify the purchaser to the same extent that each of those organisations is indemnified by the vendor in respect of the existence of contaminants and, in the case of Coal Corporation of New Zealand Limited, in respect of subsidence, on property currently owned by each of those organisations and which is to be transferred to the purchaser without a Lease. The vendor confirms that the indemnities given to those organisations survive the transfer of the relevant property by them.
 - (c) As far as the vendor and the Relevant Crown Entity referred to in clause 6.2(b) to which the property relates is aware there are no contaminants on the property referred to in clause 6.2(b) other than those disclosed to the purchaser under clause 11.3.
 - (d) Where the existence of contaminants is disclosed under clause 11.3 the purchaser must, after transfer of the property, allow the vendor or the Relevant Crown Entity reasonable access to the property if it is or becomes a legal requirement to clean up or otherwise treat the contaminants. For these purposes "legal requirement" includes contractual obligations and compliance with notices or orders issued by an enforcement agency. The vendor shall, or shall procure that the Relevant Crown Entity shall, comply with any such legal requirements. This

clause also applies to contaminants discovered by the purchaser after transfer of the property to which the indemnity referred to in clause 6.2(b) applies. The purchaser must notify in writing the vendor and the Relevant Crown Entity of the existence of any such contaminants as soon as practicable after discovering them.

- (e) In respect only of property owned by New Zealand Railways Corporation which is to be transferred to the purchaser, the purchaser may reject in accordance with clause 8 of the Deed of Settlement all the land comprised in one or more certificates of title which the purchaser discovers, at any time prior to the possession date, to be affected by contaminants. This right applies even if such land comprises part only of a grouping referred to in clause 5.7 or clause 6.7 of the Deed of Settlement so that the rest of the land in that grouping must still be transferred in accordance with this agreement. The purchase price for the rest of the land will be the Transfer Value already determined but, as soon as practicable, the parties will revalue the property actually transferred in accordance with the methodology described in Attachment 8 and an appropriate adjustment will be made to the Redress Value upon determination of that value. The "Commencement Date" for the purposes of Attachment 8 will, in this case, be the date 20 Business Days after the possession date.

6.3 The vendor shall, and shall procure that the Relevant Crown Entity shall, immediately disclose in writing to the purchaser any matter or circumstance which may arise prior to the settlement date which may constitute a breach of any of the warranties referred to in clause 6.1 of this agreement (or any other warranty contained in this agreement), or which is sufficiently material as to be likely to affect the value of the property. The vendor shall not knowingly do or omit to do or allow to be done anything whereby any such warranty may become untrue, misleading or inaccurate as at the settlement date.

6.4 The vendor indemnifies, or shall procure that the Relevant Crown Entity indemnifies the purchaser from and against all:

- (1) notices, orders, and requisitions imposing obligation on the purchaser to carry out any rectification, remedial or other works;
- (2) claims, demands and proceedings made or issued against the purchaser; and
- (3) damages, costs and expenses suffered or incurred by the purchaser or for which the purchaser may become liable;

as a consequence of or arising from any breach by the vendor or the Relevant Crown Entity of the warranties given under this agreement.

7.0 Unit title provisions

- 7.1 If the property includes a stratum estate under the Unit Titles Act 1972 ("the Act"), the vendor warrants and undertakes that:
- (1) As far as the vendor or the Relevant Crown Entity is aware, details of regular periodic contributions payable to the body corporate and of the vendor's portion of any fund held by the body corporate, are as disclosed to the purchaser during the Due diligence period.
 - (2) Not less than five working days before the possession date the vendor will provide:
 - (a) A copy of all insurance policies or certificates effected by the body corporate under the provisions of section 15 of the Act, and
 - (b) A certificate from the body corporate under section 36 of the Act. Any periodic outgoings shown in that certificate (not being amounts referred in paragraph (d) of section 36) shall be apportioned, and the purchaser shall give credit for the vendor's portion of any fund held by the body corporate which is disclosed on the front page of this agreement.
 - (3) As far as the vendor or the Relevant Crown Entity is aware there are no amounts owing by the vendor under section 14, 33 or 34 of the Act.
 - (4) Neither the vendor nor the Relevant Crown Entity has any knowledge or notice of any fact which might give right to or indicate the possibility of:
 - (a) The vendor or the purchaser incurring any liability under sections 14, 33 or 34 of the Act, or
 - (b) Any proceedings being instituted by or against the body corporate in any Court, or
 - (c) Any order or declaration being sought under sections 28, 37, 40, 42, 43, 46 or 51 of the Act.
 - (5) As far as the vendor or the Relevant Crown Entity is aware there are no amendments to the body corporate rules other than those recorded on the supplementary record sheet and neither the vendor nor the Relevant Crown Entity is aware of any proposals to pass any resolution of the body corporate relating to its rules.
 - (6) As far as the vendor or the Relevant Crown Entity is aware no lease, licence, easement or special privilege has been granted by the body corporate in respect of any part of the common property.

7.2 If the purchaser is or will be materially prejudiced by any breach of or inaccuracy in any warranty or undertaking contained in subclause 7.1 (the proof of which shall lie on the purchaser), the purchaser may cancel this agreement prior to settlement by giving notice in writing to the vendor and upon cancellation the purchaser shall be entitled to the return of any moneys paid by the purchaser and neither party shall have any right or claim against the other.

7.3 If the vendor does not provide the copy of all insurance policies or certificates and the certificate under section 36 in accordance with the requirements of subclause 7.1(2) then the possession date shall be deferred to the fifth working day following the date on which that copy and that certificate are provided to the purchaser, unless the purchaser shall elect that settlement shall still take place on the original possession date. If the purchaser does elect that settlement shall still take place on the original possession date, such election shall not be deemed to be a waiver of any rights under subclause 7.1(2)(b) to a proper apportionment of outgoings.

8.0 Non-merger

8.1 The agreement obligations and warranties of the parties in this agreement shall not merge with the transfer of title to the property or with delivery of the chattels (if any).

9.0 Goods and Services Tax (GST)

9.1 Clause 21 of the Deed of Settlement applies to the sale of the property.

9.2 If Goods and Services Tax ("GST") is chargeable on the sale of the property, the purchaser must pay such GST on the working day after it receives an input credit in respect of that supply.

10.0 General

10.1 If there is more than one purchaser or vendor, the liability of the purchasers or of the vendors, as the case may be, is joint and several.

11.0 Due Diligence

11.1 During the Due diligence period, the purchaser wishes to be satisfied that the property is suitable for the purchaser's requirements following the purchaser carrying out a due diligence verification of all aspects of the property and its occupants, including by way of example but without limitation:

- (1) the value and condition of the property;

- (2) the terms of all encumbrances, rights and interests registered against the title or titles to the property;
- (3) the terms of all Leases affecting the property;
- (4) the financial standing of the occupants and their guarantors; and
- (5) such other matters as the purchaser in the purchaser's sole discretion deems pertinent.

11.2 Nothing in this clause shall express or imply an obligation on the part of the purchaser to undertake all or any aspects of the due diligence verification referred to in clause 11.2 above.

11.3 The vendor shall no later than 20 business days prior to the Commencement Date defined in Attachment 8 provide or procure the Relevant Crown Entity to provide the purchaser with all relevant material and information relating to any of the matters referred to in clause 6.1(a)(i), (g)-(q), 6.2 and 6.3 which the vendor or the relevant Crown Entity has in the actual knowledge, control or possession of the vendor or the Relevant Crown Entity.

12.0 Title

12.1 If a certificate or certificates of title for the property have not been issued under the Land Transfer Act 1952, then the vendor, shall, prior to the possession date, procure the deposit with the relevant District Land Registrar of a survey plan and the vendor shall thereupon arrange for the issue of fee simple certificates of title for the property under the Land Transfer Act 1952.

12.2 The vendor will use reasonable endeavours to ensure that all easements, rights or other interests as may be reasonably required to ensure enjoyment by the purchaser of the property for its current use are registered against the new certificate or certificates of titles to issue.

11.3 The vendor shall carry out or shall procure that the relevant Crown Entity carry out all such work as may be required to satisfy any conditions of the local authority to the deposit of the relevant plan.

13.0 Maintenance of Property Arrangements with Tenants Prior to Settlement

13.1 Subject to clause 13.3, during the period to the settlement date, the vendor shall, or the vendor shall procure that the Relevant Crown Entity shall:

- (1) provide the purchaser with all information relating to the administration and management of the property, and in particular shall keep the purchaser informed as to all matters relating to any Leases including tenancy disputes and rental reviews;

- (2) not approve any assignment or subletting, or renew, grant or vary any Lease without the prior written consent of the purchaser. The purchaser shall not unreasonably or arbitrarily withhold or delay consent where the vendor is obliged to give approval or to renew, grant or vary any Lease under the provisions of any Lease;
- (3) negotiate any rent review or rent payable on any renewal of Lease to obtain the best rent reasonably obtainable under the Lease. The vendor shall not agree to the rent payable on a review or renewal of Lease without first obtaining the written consent of the purchaser. The purchaser shall not unreasonably or arbitrarily withhold or delay consent and shall not withhold consent where the rent proposed is supported by a report obtained by the vendor from an independent registered valuer;
- (4) keep the purchaser fully informed as to any legal proceeding or arbitration threatened or commenced by the vendor, or by any party against the vendor, in any matter relating to the property, and shall take steps to commence or continue any such proceedings or arbitration in good faith.

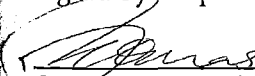
- 13.2 During the period to the settlement date, the vendor shall ensure that the property and any chattels and fixtures referred to in clause 6.1(a) are maintained in the same condition (fair and wear and tear excepted) they were in at the date upon which market value is determined in accordance with clause 18 of the Deed of Settlement. In the case of rural land the vendor shall ensure that during the period up to the settlement date, all pastures are properly fertilised, that the property is kept free of noxious weeds and that generally the property is maintained in accordance with the best farming practices.
- 13.3 Where a property is sold subject to a Lease particulars of which are included in Attachment 2 or Attachment 3 to the Deed of Settlement, the obligations of clauses 12.1 and 12.2 shall be modified to the extent they are inconsistent with the terms of the Lease.
- 13.4 The vendor shall indemnify the purchaser against any costs, charges, expenses, damages and liability as a result of any action, claim or demand arising out of any breach by the vendor of its obligations in clauses 13.2 and 13.3 above.


ATTACHMENT 5

LEASES : AGREED PRINCIPLES

This cover page and the attached 25 pages are Attachment 5 to the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995. (Reference: Clause 7)

Signed by the parties' representatives:


for Her Majesty the Queen


for Waikato-Tainui

ATTACHMENT 5

Leases

Interpretation Guide

This guide explains how to interpret the details in *Attachment 5*. References in this guide to clauses are to clauses of the Deed and terms defined in the Deed have the same meaning in this guide.

Part A

This part sets out principles or agreed wording which must be given effect to or inserted in each Lease.

Where any principles are set out the parties must, pursuant to *clause 7.5*, attempt to agree on a consistent manner in which these principles will be given effect to in each Lease. Where the parties have failed to agree on such a manner by 15 July 1995 the matter will be referred to expert determination in accordance with *clause 7.6*.

Where any agreed wording is set out, each Lease to be granted by the Crown under *clause 5.1* and *clause 6.1* must include that wording.

Part B

This part sets out principles which must be given effect to in each of the Leases to Coal Corporation of New Zealand Limited, Electricity Corporation of New Zealand Limited, New Zealand Pastoral Agriculture Research Institute Limited, Waikato Polytechnic and Waikato University. Different principles apply to each of the Leases to these organisations and they are set out under the heading for the relevant organisation.

The parties must, pursuant to *clause 7.5*, attempt to agree on a manner in which the principles relating to each of the Crown Bodies referred to above will be given effect to in the Lease to that Crown Body. Where the parties have failed to so agree in respect of any of the principles by 15 July 1995 the matter will be referred to expert determination in accordance with *clause 7.6*. To the extent that the parties have agreed by 15 July 1995 on the manner in which principles will be given effect to, that agreement must be included in the Lease to be granted by the Crown under *clause 5.1* and *clause 6.1*.

ATTACHMENT 5 : PART A

Agreed Principles or Wording for all Leases

1. Each lease will contain provisions to the effect that where a Lessee is a Crown entity as that term is defined in section 2 of the Public Finance Act 1989 or a Crown Research Institute or a State Owned Enterprise any change in the effective control of that organisation will be deemed to be an assignment requiring the consent of the Lessor. The Lessor's consent must not be unreasonably or arbitrarily withheld or delayed and, in coming to a decision, the Lessor is only entitled to consider the effect of the alteration of the effective control on the ability of the Lessee to meet its obligations under the Lease, including contingent liabilities.
2. There are no other agreed principles or wording to be given effect to or included in each Lease.

ATTACHMENT 5 : PART B

Agreed Principles for Leases to specified Crown Bodies

This page is blank. The following pages set out the agreed principles to be given effect to in the Leases to, respectively, Coal Corporation of New Zealand Limited, Electricity Corporation of New Zealand Limited, New Zealand Pastoral Agriculture Research Institute Limited, Waikato Polytechnic and Waikato University.

AGRESEARCH

STATEMENT OF AGREED PRINCIPLES

1. Brief description of land subject to the Lease

There will be three leases. One lease will be of the land at Ruakura on which the Campus is situated including an extension to include the existing abattoir. This extended Campus area is defined on the plan attached to Attachment 2. The second lease will be of an area of 23 hectares adjoining the Campus which is also described in Attachment 2. The third lease will be of all the land at Whatawhata.

2. Terms

- (a) The lease of the land at Whatawhata will be for a term of 40 years.
- (b) The lease of the Campus land at Ruakura will be for an initial term of 10 years with subsequent terms of 10 years each on a continually renewable basis (subject to 3(a) below).
- (c) The lease of the area of 23 hectares will be for a term of 40 years.

3. Rights of renewal

- (a) The right of renewal referred to in 2(b) above is conditional upon AgResearch (or its statutory successor) continuing to use the land wholly or primarily for agricultural or research and development purposes. This right of continual renewal will apply if shares in AgResearch are transferred but it will not apply to an assignee of AgResearch. AgResearch have requested that it will apply to an assignee effectively established for the same purposes as AgResearch. This has not been agreed to by Tainui.
- (b) If 3(a) no longer applies at any renewal and if AgResearch at that time so requires then one final lease will be granted to a person nominated by AgResearch on identical terms to the existing lease except that it will be for a fixed period. Tainui's position is that the period will be a period to be determined at that time which will be equivalent to the economic life of buildings then on the land. AgResearch's position is that it will be for 50 years. This lease will be at a rental to be determined having regard to the actual use or proposed use of the land. The provisions relating to subsequent reviews will be agreed or determined having regard to terms that are prevailing in the open market at that time. The use shall be any use permitted under the relevant district plan of the land at that time.
- (c) The Lessor can refuse to enter into a lease with any person that is not solvent and that, in the reasonable opinion of the Lessor, could not comply with the obligations in the lease including those relating to the removal of Improvements. The right of the Lessee subsists for three years during which time it may continue to occupy the land on the basis of the existing lease. If the Lessee does not exercise its right or does not itself enter into this lease or the Lessor validly refuses to grant the lease, the Lessee will be bound by the obligations in the lease relating to Improvements at the end of the term (see 5. below).

4. Treatment of Improvements during the term

The Lessee may, without the consent of the Lessor, carry out any alterations, additions, extensions to or removal of Improvements during the term and any renewals provided it has obtained all necessary building, resource and other consents.

5. Treatment of Improvements at the end of the term

The obligations in relation to improvements on termination of the Lease, including on expiry of the term referred to in 3(b) or on any partial or total surrender are as follows:

- (i) the Lessee must remove any Improvements required by the Lessor to be removed;
- (ii) the Lessee may remove any Improvements;
- (iii) ownership of any Improvements not covered by (i) or (ii) will vest automatically in the Lessor.

6. Rehabilitation

- (a) At the end of the term or, on earlier termination (by surrender or otherwise), the Lessee will take reasonable steps to remove contaminants.
- (b) If at the end of the term, as a result of contamination, the land can not be used for farming purposes the Lessee will compensate the Lessor for any direct loss of profits that the Lessor suffers as a result of not being able to utilise the land for the agreed purpose. The agreed purpose will be sheep/beef farming for Whatawhata, dairy farming for 23 hectares at Ruakura and agricultural research and development for the Ruakura Campus Land. The loss of profit will be offset against any other financial gains that the Lessor does make or would reasonably be able to make from the land during the period that it is not able to be used for the designated purpose..

7. Termination

If the condition referred to in paragraph 3(a) no longer applies at any time, the Lessor may give the Lessee not less than 5 years' notice of termination and paragraphs 3(b) and 3(c) will apply. Paragraphs 3(b) and (c) will also apply where the Lessee gives notice of surrender. (See paragraph 11.)

8. Permitted use

- (a) The permitted use for Ruakura Campus will be agricultural and research and development purposes;
- (b) The permitted use for Whatawhata is beef/sheep farming and agricultural research and development;
- (c) The permitted use for Ruakura 23 hectares is dairy farming and agricultural research and development;

- (d) In addition, all leases will permit any other use permitted from time to time under the relevant district plan.

9. Subletting

- (a) The Lessee may sublet without the consent of the Lessor for periods of no longer than 20 years (including rights of renewal). Where consent is not required the Lessee shall nonetheless take all reasonable steps to ensure that sublessees are solvent. Tainui have not agreed that the Lessee's obligation should not extend to ensuring that sublessees are respectable and reputable.
- (b) Where 9(a) does not apply, the Lessee may only sublet with the consent of the Lessor (which may not be unreasonably withheld in the case of a solvent person). Tainui have not agreed that the words "respectable, reputable and" should not be inserted before the word "solvent".

10. Assignment

- (a) The Lessee may not assign parts only of the leases.
- (b) The Lessee may assign the whole of the lease with the consent of the Lessor which can not be unreasonably withheld. The Lessor, in deciding whether or not to grant consent, is entitled to be satisfied on reasonable grounds that the proposed assignee is able to perform its obligations under the lease including contingent liabilities.

11. Surrender

- (a) AgResearch may on 5 years notice, surrender the whole or part only of the land at Whatawhata. AgResearch may only surrender the whole of the land on the left hand side of the road or the whole of the land on the right hand side of the road running through the land.
- (b) AgResearch may on 5 years' notice, surrender the whole of the Campus area.
- (c) AgResearch may on 5 years' notice surrender the whole of the 23 hectares at Ruakura.

12. Rent reviews

- (a) Rent reviews will take place five yearly.
- (c) No agreement has been reached about the inclusion or not of a ratchet clause in any form.

COALCORP

STATEMENT OF AGREED LEASE PRINCIPLES

1. Description of land subject to the Leases

The leases will be of the land described in Attachments 2 and 3. There will be separate leases for each of the following blocks:

- Weavers Block
- East Block
- Maramarua Block
- Rotowaro Block
- West Block
- Ohinewai Block

There will be a separate lease for the CoalCorp Regional Office, adjacent carpark and curtilage area..

2. Initial Term

The initial term of the leases will be as follows:

- 2.1 All leases except Ohinewai and regional office - the period of years from the date of lease commencement to 31 March 2027.
- 2.2 Ohinewai - yet to be agreed but not more than 50 years.
- 2.3 Regional office - 5 years.

3. Rights of renewal

- 3.1 All leases except Ohinewai and regional office - one right of renewal for the term of the renewed or extended mining licence/permit or a new licence/permit relevant to the block being leased, being a maximum period of up to 40 years. There is to be a right of renewal for a period of up to 10 years which would include the time required to consolidate any rehabilitation. Final expiry date to be not later than 2077.

3.2 Ohinewai - yet to be agreed but all renewals not to extend beyond 2077.

3.3 Regional office - two rights of renewal, each for terms of 5 years.

4. **Final form of land**

The parties do not agree as to rehabilitation.

5. **Partial Surrender**

CoalCorp will be entitled to proceed with partial surrenders of its leases within the following parameters:

5.1 There is to be no partial surrender of any lease for the first 2 years of the lease without the prior agreement of Tainui.

5.2 CoalCorp may request partial surrenders of lease during the next 3 years but these will be at the option of Tainui, Tainui to exercise its discretion reasonably and in good faith when considering requests for such partial surrenders.

5.3 After the first 5 years of each lease term, CoalCorp may surrender any parcel of land which is an "economic unit". CoalCorp will, in conjunction with developing its rehabilitation options for each block, prepare proposals as to the minimum size to constitute an economic unit for each land area. Tainui and CoalCorp to negotiate agreement on minimum size of economic unit with the expert determination procedure set out in clause 7 of the Deed of Settlement applying if agreement cannot be reached.

5.4 CoalCorp will give Tainui 1 year's prior written notice of any intended partial surrender and will provide Tainui with an updated indicative surrender timetable on an annual basis.

5.5 Tainui cannot require CoalCorp to upgrade the rehabilitation categories or percentages without the prior agreement of CoalCorp.

5.6 On any partial surrender of lease, the rental and outgoings payable under the lease are to be reduced to take account of the category of land which has been surrendered, ie the reduction will not be made on the basis of the total area of the land which is surrendered.

6. Rent Reviews

6.1 Five yearly from the commencement date.

6.2 Rent reviews will proceed on the basis of the current market rental of the land based on the rehabilitation categories and percentages provided for in the lease. There should be no regard to the highest and best use of the land, nor to the actual use of the land.

7. Ratchet Clause

As a minimum, a base rental clause will apply to the first rent review under each lease.

8. Payment of Property Expenses and Charges

Normal commercial terms for a net ground lease excluding any tax or assessment personal to the landlord.

9. Supporting Applications

Tainui, in its capacity as landowner, agrees not to object to CoalCorp's applications to renew or extend licences/permits or obtain new licences/permits or to obtain resource consents or any other consent or approval required for CoalCorp to use the land for the permitted use. This clause is to be subject to an express proviso that the above obligation not to object shall not prevent the landowner from objecting in some other capacity (for instance, as an official of a local iwi, hapu or tangata whenua). Tainui will extend the obligation not to object referred to above to include the signing of forms to the effect that the landowner in that capacity does not object to the relevant application but again including the express proviso referred to above.

10. Access

- 10.1 Tainui agree to CoalCorp having infrequent light vehicle access over former CoalCorp land for light vehicles for purposes such as monitoring activities, weather station etc. Tainui's agreement is on the basis that there will be prior notification to the occupier and that the access will require the reasonable approval of the occupier as to timing.
- 10.2 Any request by CoalCorp for access for haulage trucks over former CoalCorp land will be at the discretion of Tainui but there will be an express obligation on Tainui to negotiate in good faith to enable such access to proceed subject to such reasonable restrictions and limitations as Tainui shall require.

11. Inspection

Tainui to have a right to inspect the land no more than two times each year subject to compliance with CoalCorp's reasonable security, health and safety requirements and with reasonable prior notice to CoalCorp and, if CoalCorp requires, subject to an escort. There will be no right in the lease to show prospective purchasers through the land.

12. Subleases

- 12.1 CoalCorp may sublease any part of the leased land as of right at any time during the first 5 years of each lease provided that the term of the sublease does not exceed 2 years.
- 12.2 After the first 5 years of the term of each lease, CoalCorp may sublease for a term of no longer than 2 years provided that the sublease is required for the "business operations" of CoalCorp.
- 12.3 Subleases which come within categories one and two above will not involve a first right of refusal to Tainui. All other subleases will be on the basis that CoalCorp must first offer Tainui the right to the proposed sublease.

13. Assignment

13.1 Whether the sale of shares in CoalCorp triggers an assignment has yet to be agreed.

13.2 In all other respects, normal commercial lease assignment terms shall apply.

ELECTRICITY CORPORATION OF NEW ZEALAND LIMITED

STATEMENT OF AGREED PRINCIPLES

1. Brief description of land subject to the Lease

The Lease will be of all of ECNZ's land at Huntly, Meremere A and Meremere B. Tainui, without prejudice, is considering including land it owns in the lease of Meremere B. However, no binding commitment can be given because, amongst other things, the trust owning the land may not have legal ability to grant a lease to ECNZ.

2. Terms

The lease for Huntly and Meremere A will be for an initial term of 20 years and for Meremere B it will be 30 years. In each case there will be subsequent terms of 10 years each on a continually renewable basis (subject to 3 below).

3. Termination or change of use

If the Lessee undertakes any use on any land the subject of a single lease, which will involve twenty five percent (25%) or more of the area of that land, and which are not reasonably related to the generation, transmission or distribution of electricity or which are not reasonably ancillary thereto ("electricity related purposes"), then the Lease relating to that land will terminate six months after the date upon which it becomes apparent that the use involves more than twenty five percent (25%) of the land area. For these purposes, electricity related purposes shall be deemed to include but not be limited to:

(i) Co-generation plant;

(ii) Utilising by-products including:

- Brick-making works utilising ash by-products;
- Sand processing works utilising sand from intake structures;

- Any marine agriculture utilising heat or heated water from electricity generation;
- (iii) Underground coal gasification;
- (iv) Farming, forestry, or any agricultural or horticultural use;
- (v) Any activity undertaken as a condition of a resource consent, irrespective of whether the resource consent was obtained in relation to the land or any other site;
- (vi) Any activity that has been or is currently being carried out on the land at the commencement of the lease;
- (vii) Leaving the site vacant for any period.

Treatment of Improvements during the term

The Lessee agrees that the Lessee shall at the commencement of the Lease and on or around the date of any renewal thereof provide the Lessor with a draft five (5) year development plan ("the development plan") for the Land for the Lessor's information provided however that the following provisos shall apply to this obligation to provide the development plan:

- (a) The Lessee shall not be required to provide the development plan if in the reasonable opinion of the Lessee the information it contains is commercially sensitive;
- (b) The Lessee shall not be required to obtain the consent of the Lessor to the development plan. The development plan is provided for information purposes only;
- (c) The Lessee shall not be obliged to comply with the development plan, and shall be completely free to develop the site in accordance with the permitted use clause of the Lease, and any other relevant provisions of the Lease.

5. Treatment of Improvements at the end of the term

(a) The obligations in relation to improvements situated on or above the ground on termination of the Lease or on any partial or total surrender are as follows:

(i) the Lessee must remove any Improvements required by the Lessor to be removed;

(ii) the Lessee may remove any Improvements;

(iii) ownership of any Improvements not covered by (i) or (ii) will vest automatically in the Lessor.

(b) Otherwise rehabilitation in respect of contamination and Improvements below ground will depend upon the categorisation referred to in paragraph 12(e). The Lessor recognises that in some circumstances the cost to the Lessee of removing these Improvements and rehabilitating the land would be disproportionate to the value of the land. The Lessee shall undertake to use reasonable efforts to make safe and restore the land but if Improvements (for example, earthmats, intake structures, underground tunnelling) remain on the land to the detriment of the land owner's use then the Lessee shall compensate the land owner on a pro-rata land value basis.

6. Rehabilitation

Subject to the obligations specified in 5 above, the rehabilitation obligations (including in relation to contamination) on termination will depend on the assumed actual use for the relevant land specified in 12(e) below.

7. Termination for breach

The Lessee will provide a full indemnity to the Lessor for any breaches of statutes, regulations or rules applying to ownership or use of the land. On that understanding, the right to terminate will apply only in relation to the breach for non-payment of rent. All other breaches will result in a claim for damages but not termination. The Lessor waives its rights to terminate by re-entry but may terminate for non-payment of rent by Court action.

8. Permitted use

The permitted use will be any activity or use that the Lessee would be able to carry out if it was the registered proprietor of the fee simple estate in the land if the land was unencumbered by any other interest, including but not limited to any activity associated with the generation, transmission or distribution of electricity, any industrial activity whatsoever, any agricultural or horticultural activity and residential use.

9. Subletting

- (a) The Lessee may sublet all or part of the land without the consent of the Lessor for periods of no longer than 5 years (including rights of renewal).
- (b) Where 9(a) does not apply, the Lessee may only sublet with the consent of the Lessor (which may not be unreasonably withheld or delayed). ECNZ's position is that the Lessor, in deciding whether or not to grant consent, may only have regard to the respectability or solvency of the proposed sublessee. Tainui have not accepted this. Where consent is sought, the Lessor must reply within 20 business days. ECNZ require that, where this timeframe is not met, consent will be deemed to have been given. Tainui have not accepted this.
- (c) The Lessee will have a right of first refusal for subleases that are not related to electricity generation or purposes reasonably ancillary thereto.

10. Assignment

- (a) The Lessee may not assign parts of the leases.
- (b) Assignments of the whole of each lease of the land will be dealt with on standard terms requiring Lessor's consent relating to respectability or solvency of the assignee which can not be unreasonably or arbitrarily withheld or unreasonably delayed. In coming to a decision, the Lessor is entitled to consider the ability of the Lessee to comply with its liabilities under the lease, including contingent liabilities and the Lessor may require a Deed of Covenant from an assignee in this respect.

11. **Surrender**

Not applicable to this vendor agency.

12. **Rent reviews**

- (a) Rent reviews will take place five yearly.
- (b) Rent reviews under any lease of the property can be initiated by either the Lessor or Lessee every five years after commencement date of the lease.
- (c) There shall not be a ratchet clause in any lease of the property, but the Lessee agrees that the market rent established at the commencement of the term shall be the lowest rent payable over the term of the lease. The Lessee agrees that at each and every renewal of the lease a new base rent shall be set (to be the then current market rental, without reference to rental payable prior to a renewal date) which shall be the lowest payable over the term of that renewal and shall not be lower than the base rent of any previous lease term in respect of that particular property. In the case of the initial term (which is for longer than 10 years), the new base rent will be set at 10 yearly intervals during those terms on the same terms set out above.
- (d) On any rent review (and on establishment of the initial rent) it will be assumed that the land is improved to a basic level but all buildings and all the Lessee's existing and future improvements above and below ground and any relationships to transmission systems to and from the land will be disregarded. The intention is that the Lessee should not pay rental in respect of value added to the land by its particular activities but the rental payable should reflect the fact, if not the reality, that the land is in a basic condition to accept uses which form the basis of valuation (see (e) below).
- (e) On any rent review (and on establishment of the initial rent) the first step will be to value the land as if it were unimproved, but based on an assumed actual use. The assumed actual use for land used for farming purposes will be a rural use such as dairy farming. The assumed actual use for land used

for anything other than farming purposes is medium to high intensity industrial. The industrial land is to be valued using as a benchmark, values in other areas. The land categorised industrial at Meremere A or B will, for example, be benchmarked to industrial land values in such areas as Manukau City. ECNZ's position is that only those parts of Meremere B that are actually converted to industrial use should be recategorised as industrial. ECNZ also require the ability to reclassify Meremere A as rural in appropriate circumstances (for instance, removal of the power station and conversion to rural use). Tainui have not agreed to the content of the previous sentence. Land categorised industry in Huntly, will be benchmarked to industrial land values in such areas as Te Rapa. The next step will be to establish the rent by reference to yields which must be agreed to reflect conditions prevailing in the open market.

- (f) For the avoidance of doubt, the valuation will exclude power station usage and not take into consideration any underlying use, zoning, designation, permits, resource or statutory consents relating to the land. For Meremere B only those improvements made to the land as a result of the management and operation of any farming business carried out on the land or part of the land shall be taken into account. Any improvements which are properly regarded as farming equipment owned by the Lessee or persons under the control of the Lessee shall be disregarded."

131 **Miscellaneous**

- (a) The Lessor acknowledges and agrees that existing activities which are currently being carried out on the land and which may be carried out in the future may not comply with the Regional or District Plans. The parties agree that any future activities carried out on the land by the Lessee which are not existing activities that have been or are currently being carried out by the Lessee, shall comply with the Regional and District Plan.
- (b) The Lessee recognises the Lessor's general rights under the Resource Management Act 1991 to participate in any resource consent application on the strict understanding that the Lessor has agreed that it will not, in its capacity as registered proprietor, object to any application for a resource consent by the Lessee. The Lessor, in agreeing not to object, expressly

reserves the right of any hapu or iwi or any member of them to object in any capacity other than as registered proprietor.

- (e) If Tainui ever becomes entitled to control or ownership of minerals under the land, Tainui may, without committing to do so, consider granting rights of first refusal to ECNZ.

WAIKATO POLYTECHNIC

STATEMENT OF AGREED PRINCIPLES

1. Brief description of land subject to the Lease

The Lease will be of all the land comprising the campus of the Polytechnic and any other land described as parcels 1, 2, 3, 4 and 5 described on the plans which were produced at the meetings between the representatives of Tainui, the Polytechnic and the Crown.

2. Terms

There will be an initial term of 20 years with subsequent terms of 20 years each on a continually renewable basis (subject to 3(a) below).

3. Rights of renewal

- (a) The right of renewal referred to in 2 above is conditional upon the Polytechnic (or its statutory successor or permitted assignee) continuing to use the land wholly or primarily for tertiary education or vocational training purposes.
- (b) If 3(a) no longer applies at any renewal then one final lease will be granted on identical terms to the existing lease except that it will be for a fixed period which will be equivalent to the economic life of buildings then on the land, and at a rental to be determined having regard to the actual use of the land at that time and the relevant rules of the regional or district plans applying to that land at that time. The parties are not yet in agreement about how the phrase "economic life of buildings" is to be interpreted.

4. Treatment of Improvements during the term

- (a) Every 5 years the Lessee will prepare a site concept plan showing clearly (as a minimum) its plans for building new Improvements, making substantial alteration to existing Improvements or removing existing Improvements. The Lessee must submit the draft plan to the Lessor for its approval, which approval must not be unreasonably withheld or delayed. The Lessor shall not be entitled either to reorder the priorities set out in the plan or to introduce specific proposals for capital works.
- (b) The Lessee will be entitled, during the 5 year period covered by the approved plan, to carry out any alterations, additions to or removal of Improvements which are consistent with the plan. Any other major construction, extensions or demolitions will require the consent of the Lessor which may not be unreasonably withheld or delayed.
- (c) The Lessee will also notify the Lessor of any works for which consent need not be obtained.
- (d) For the avoidance of doubt, details of renovation or maintenance of existing Improvements do not need to be included in the plan submitted to the Lessor nor does the Lessee have to obtain the Lessor's consent for them.

- (e) The Lessee will give to the Lessor every year a capital works programme to enable the Lessor to ascertain whether or not the Lessee's proposals are consistent with the relevant site concept plan. The Lessor may object, on reasonable grounds, to any major construction, extension or demolition, described in the capital works programme which is inconsistent with the relevant site concept plan. Such objection must be given in writing within 20 business days of receipt by the Lessor of the relevant capital works programme. Where such an objection has been made, the Lessee may not carry out the construction, extension or demolition until the objection has been removed by consultation or dispute resolution under the Lease.

5. Treatment of Improvements at the end of the term

The obligations in relation to improvements on termination of the Lease, including on expiry of the term referred to in 3(b) or on any partial or total surrender are as follows:

- (i) the Lessee must remove any Improvements required by the Lessor to be removed;
- (ii) the Lessee may remove any Improvements;
- (iii) ownership of any Improvements not covered by (i) or (ii) will vest automatically in the Lessor.

6. Rehabilitation

Where improvements are removed the land must be returned to a reasonable "bare land" condition.

7. Termination for breach

The Lessor may only terminate the Lease for breach by following a Court procedure and not by exercising any common law right to terminate by re-entry.

8. Permitted use

The permitted use will be:

- (i) tertiary education or vocational training purposes;
- (ii) any other activity or activities permitted by the rules of the district or regional plans from time to time, or by a resource consent.

9. Subletting

- (a) The Lessee may sublet without the consent of the Lessor for periods of no longer than 10 years (including rights of renewal) where that subletting is of an area of not more than 15% of the land or the gross floor area of all buildings and is not for a rent that is more than 15% of the amount of the ground rent. Where consent is not required the Lessee shall nonetheless take all reasonable steps to ensure that sublessees are respectable, reputable and solvent.

- (b) Where 9(a) does not apply, the Lessee may only sublet with the consent of the Lessor (which may not be unreasonably withheld in the case of a respectable, reputable and solvent person). Where consent is sought, the Lessor must reply within 20 business days.

10. Assignment

- (a) The Lessee may not assign leases of part.
- (b) The Lessee may assign the whole of the lease with the consent of the Lessor which can not be unreasonably withheld. The Lessor, in deciding whether or not to grant consent, is entitled to be satisfied on reasonable grounds that the proposed assignee is able to perform its obligations under the lease including contingent liabilities. The assignor lessee would continue to be liable after assignment but only for the balance of the term in which the assignment took place.
- (c) Consent by the Lessor to an assignment shall not be withheld on the basis that the proposed assignment involves a change of use.

11. Surrender

- (a) The parties have not reached agreement on whether or not surrender of part are acceptable and, if so, on the terms applying to partial surrender.
- (b) The Lessee may by giving no less than three, and no more than five, years notice terminate the Lease at any time in which case 5(a) applies to any Improvements.

12. Rent reviews

- (a) Rent reviews will take place five yearly having regard to the rules of the relevant district and regional plans from time to time.
- (b) The rates exempt status of the Lessee will be disregarded on rent reviews.
- (c) The right to instigate rent reviews will be lost if it has not been exercised within six months of the relevant review date.
- (d) No agreement has been reached about the inclusion or not of a ratchet clause in any form.

13. Miscellaneous

The Polytechnic accepts that land tax (if any) would be a Lessee responsibility.

UNIVERSITY OF WAIKATO

STATEMENT OF AGREED PRINCIPLES

1. Brief description of land subject to the Lease

The Lease will be all the land comprising the campus of the University. This summary of agreed principles does not apply to property at Dey Street currently occupied by the University for which a different type of lease is contemplated (see 2(b)) below).

2. Terms

- (a) There will be an initial term of 50 years with subsequent terms of 20 years each on a continually renewable basis (subject to 3(a) below).
- (b) As an exception to the above the parties will continue to negotiate a different treatment in respect of the Dey Street property. The lease will not be continually renewable but the parties have yet to agree as to whether it will include improvements or be a ground lease only and on the length of term and other fundamental terms.

3. Rights of renewal

- (a) The right of renewal referred to in 2(a) above is conditional upon the University (or its statutory successor or permitted assignee) continuing to use the land wholly or primarily for tertiary education, or research purposes.
- (b) If 3(a) no longer applies at any renewal then one final lease will be granted on identical terms to the existing lease except that it will be for a fixed period which will be equivalent to the economic life of buildings then on the land, and at a rental to be determined having regard to the actual use of the land at that time and the relevant rules of the regional or district plans applying to that land at that time.

4. Treatment of Improvements during the term

- (a) Every 5 years the Lessee will prepare a site development plan showing clearly (as a minimum) its plans for building new Improvements, making substantial alteration to existing Improvements or removing existing Improvements or "running down" existing Improvements. The Lessee must submit the draft plan to the Lessor for its approval, which approval must not be unreasonably withheld. The Lessor shall not be entitled either to re-order the priorities set out in the plan or to introduce specific proposals for capitals works.
- (b) The Lessee will be entitled, during the 5 year period covered by the approved plan, to carry out any alterations, additions to or removal of Improvements which are consistent with the plan. Any other major construction, extensions or demolitions will require the consent of the Lessor which may not be unreasonably withheld or delayed.

- (c) The Lessee will also notify the Lessor of any works for which consent need not be obtained.
- (d) For the avoidance of doubt, details of renovation or maintenance of existing Improvements do not need to be included in the plan nor does the Lessee have to obtain the Lessor's consent for them.
- (e) The Lessee will give to the Lessor every year a capital works programme to enable the Lessor to ascertain whether or not the Lessee's proposals are consistent with the relevant site development plan. The Lessor may object, on reasonable grounds, to any major construction, extension or demolition, or "running down" described in the capital works programme which is inconsistent with the relevant site development plan. Such objection must be given in writing within 20 business days of receipt by the Lessor of the relevant capital works programme. Where such an objection has been made, the Lessee may not carry out the construction, extension or demolition or, in the case of a proposed "running down", be relieved of its maintenance obligations, until the objection has been removed by consultation or dispute resolution under the Lease.
- (f) Throughout the term of the Lease and all renewals, the Lessee must maintain the Improvements in good order and condition, fair wear and tear and damage by fire, earthquake or tempest excepted and subject to any planned running down, demolition or removal identified in the relevant site development plan. If a building is damaged by fire, earthquake or tempest the Lessee must either remove the building or reinstate it.
- (g) Other than as set out above, nothing in the Lease will be construed to limit in any way the rights and powers of the Lessee to administer, control, expand or develop the land and all improvements on the land. In particular, other than as set out above, the Lessee shall not require the consent of the Lessor to the construction, redevelopment, demolition, or removal or addition to any Improvements, to the laying out or preparing of land for buildings, to landscaping, roading, channelling or drainage, or to any other activity designed to enhance the land and improvements or to further the aims and functions of the Lessee.
- (h) The Lessor will within 5 business days of receiving a request, give all necessary consents and sign whatever documents or applications may be required, in its capacity as "owner", to implement the intent of paragraph (g) above.
- (i) Tainui only accepts the provisions about "running down" if any "running down" period takes no longer than five years, following which the building would have to be renovated or demolished. The University's position is that Tainui may only be involved in decision-making about "running down" to the extent set out in (a) to (h) above. Accordingly, the parties have not yet agreed that the University may "run down" buildings in accordance with an agreed site development plan.

5. Treatment of Improvements at the end of the term

The obligations in relation to improvements on termination of the Lease, including on expiry of the term referred to in 3(b) or on any partial or total surrender are as follows:

- (i) the Lessee must remove any Improvements required by the Lessor to be removed;
- (ii) the Lessee may remove any Improvements;
- (iii) ownership of any Improvements not covered by (i) or (ii) will vest automatically in the Lessor.

6. Rehabilitation

Where improvements are removed the land must be returned to a reasonable "bare land" condition.

7. Termination for breach

The Lessor may only terminate the Lease for breach by following a Court procedure and not by exercising any common law right to terminate by re-entry.

8. Permitted use

The permitted use will be:

- (i) tertiary education and/or research purposes;
- (ii) any other activity or activities permitted by the rules of the district or regional plans from time to time, or by a resource consent.

9. Subletting

- (a) The Lessee may sublet without the consent of the Lessor for periods of no longer than 10 years (including rights of renewal) where that subletting is of an area of not more than 25% of the land or the gross floor area of all buildings and is not for a rent that is more than 25% of the amount of the ground rent. Although no consent is required, the Lessee shall nonetheless take all reasonable steps to ensure that sublessees are respectable, reputable and solvent.
- (b) Where 9(a) does not apply, the Lessee may only sublet with the consent of the Lessor (which may not be unreasonably withheld in the case of a respectable, reputable and solvent person). Where consent is sought, the Lessor must reply within 20 business days.

10. Assignment

- (a) The Lessee cannot assign leases of part.
- (b) The Lessee may assign the whole of the lease with the consent of the Lessor which can not be unreasonably withheld or delayed. The Lessor, in deciding whether or not to grant consent, is entitled to be satisfied on reasonable grounds that the proposed assignee is able to perform its obligations under the lease including contingent liabilities. Consent by the Lessor to an assignment shall not be withheld on the basis that the proposed assignment involves a change of use.
- (c) The Lessor, as a condition to the assignment, may require a deed of covenant from the assignee agreeing to comply with the obligations of the lease for the rest of the term.

- (d) The Lessor requests a first right of refusal to acquire the Lessee's interest at the time of any assignment.

11. Surrender

As a statement of intent, the Lessee and the Lessor may by agreement effect a surrender of part of land in which case 5(a) applies to any Improvements.

12. Rent reviews

- (a) Rent reviews will take place five yearly.
- (b) No agreement has been reached about the inclusion or not of a ratchet clause in any form or about the basis for valuation.

ATTACHMENT 6

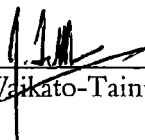
COPY OF TRUST DEED FOR THE
LAND ACQUISITION TRUST

This cover page and the attached 7 pages are Attachment 6 to the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995. (Reference: Clause 9.1)

Signed by the parties' representatives:



for Her Majesty the Queen



for Waikato-Tainui

HER MAJESTY THE QUEEN

AND

TAINUI MAAORI TRUST BOARD

**DEED ESTABLISHING THE WAIKATO LAND
ACQUISITION TRUST**



RUDD WATTS & STONE

**BARRISTERS & SOLICITORS
AUCKLAND,
WELLINGTON AND NEW PLYMOUTH
95118.WMP**

THIS DEED is made the _____ day of

1995

BETWEEN **HER MAJESTY THE QUEEN** in right of New Zealand ("the Crown") acting by
the Minister of Justice

AND **TAINUI MAAORI TRUST BOARD** a body corporate pursuant to the Maaori
Trust Boards Act 1955 ("the Trustee")

RECITALS

- A. By a certain deed of settlement dated the _____ day of
1995 between the Her Majesty the Queen and Waikato-Tainui ("the Deed of Settlement") it
was agreed (inter alia) that the Crown would establish a land trust and pay to the trustee of that
trust monies calculated in accordance with the provisions of the deed of settlement and to be
applied by the Trustee in accordance with the terms of this deed.
- B. In order to establish the trust the Crown has paid the sum of \$ _____ ("the Initial
Settlement Sum") to the Trustee.
- C. The Trustee has agreed to be the first trustee of this trust and acknowledges receipt of the
Initial Settlement Sum.

OPERATIVE PART

1. INTERPRETATION

1.1 In this deed unless the context otherwise requires:

"Land" includes any buildings or other improvements on land, and fixtures and includes crops.

"Land Holding Trustee" means the trustee for the time being of the Waikato Raupatu Lands
Trust.

"Land Interest" includes any interest in Land in New Zealand whether freehold or leasehold
and whether as sole proprietor or as joint tenant or tenant in common.

"Related Chattels" means any fittings, plant, equipment, livestock and other chattels which
are situated on or in land and intended to be sold or leased with the land as part of a going
concern or as an integral part of the transaction.

"Trust" means the trusts established by this deed.

"Trust Property" means the Initial Settlement Sum and all monies paid to the Trustee for the purposes recorded in Recital A and all assets investments property and money from time to time held by the Trustee upon the trusts declared in this deed.

"Trustee" means the trustee or trustees from time to time of this deed.

"Waikato Raupatu Lands Trust" means a certain charitable trust established by The Tainui Maaori Trust Board by deed dated the day of 1995.

1.2 General Provisions of Interpretation

In the construction and interpretation of this deed, unless the context otherwise requires:

- (a) a reference to a clause, recital or a schedule is to a clause or recital in, or a schedule to, this deed;
- (b) words in the singular include the plural and vice versa;
- (c) references to any gender include every gender;
- (d) references to persons include corporations and unincorporated bodies of persons, government or semi-government bodies or agencies or political subdivisions of them;
- (e) references to a statute or regulation shall mean a statute or regulation of New Zealand and shall include any amendment thereto and any statutory regulations thereunder;
- (f) clause headings are inserted for convenience only and shall not affect the interpretation of this deed.

2. NAME OF TRUST

- 2.1 The Trust hereby established shall be known as the "WAIKATO LAND ACQUISITION TRUST".

PURPOSE FOR WHICH TRUST ESTABLISHED

3.1 The Crown and the Trustee agree that this Trust has been established for the purpose of enabling the Land Holding Trust to:

3.1.1 acquire land or land and improvements, including land or land and improvements for endowed colleges;

3.1.2 make provision for educational facilities, grants or scholarships; and

3.1.3 pass on any income earned on the trust monies to the Land Holding Trust.

TRUSTS DECLARED IN RESPECT OF TRUST PROPERTY

4.1 The Trustee shall hold the Trust Property (but not the income derived therefrom) upon trust to apply the same (subject to clause 6) as follows:

4.1.1 On each receipt of a certificate in such form as the Trustee shall reasonably require from the Land Holding Trustee that the Land Holding Trustee has as an augmentation of the assets of the Waikato Raupatu Lands Trust entered into a contract for the purchase of Land Interests and Related Chattels and stating the amount or amounts of money payable by the Land Holding Trustee in respect of or consequential upon such purchase (including any costs of construction or renovation including demolitions additions and refurbishments of buildings or other improvements situated or to be situated or erected on such Land Interests and any related costs fees expenses disbursements or charges including the purchase of building materials fittings fixtures furniture and furnishings, payments for professional or other services wages and salaries or payment of taxes levies or other charges) to pay to the Land Holding Trustee out of the Trust Property the amount or amounts of money stated in such certificate.

4.1.2 Should the Land Holding Trustee have borrowed money in order to enable it to purchase Land Interests and Related Chattels which are vested in the Land Holding Trustee as trustee of the Waikato Raupatu Lands Trust and should the Land Holding Trustee request the Trustee in writing to pay to it moneys to discharge or reduce the principal sum borrowed for such purpose and certifying the amount of principal to be repaid the Trustee on receipt of each written request shall pay to

the Land Holding Trustee out of the Trust Property the amount of money stated in such certificate.

5. APPLICATION OF INCOME OF TRUST PROPERTY

5.1 All income from time to time arising from the Trust Property ("Trust Income") shall be applied by the Trustee as follows:

5.1.1 The Trustee may pay from and out of Trust Income all fees costs and disbursements of and incidental to the administration of the Trust.

5.1.2 Subject to clause 5.1.1 all Trust Income shall be held upon trust for and paid to the Land Holding Trustee as income to be held upon the trusts declared of and concerning income in the trust deed constituting the Waikato Raupatu Lands Trust.

6. FINAL DISPOSAL OF TRUST PROPERTY

6.1 If at any time after receipt of all of the moneys payable pursuant to the Deed of Settlement as Trust Property the Trustee having carried out to the best of its ability the trusts declared by clause 4.1 is of the opinion that the remaining Trust Property is too small to permit the Trustee to fund the Land Holding Trustee to purchase further Land or for any other purposes referred to in clause 4.1 the Trustee shall transfer the remaining Trust Property to the Land Holding Trustee as an augmentation of the assets of the Waikato Raupatu Lands Trust.

6.2 So much of the Trust Property as has not been otherwise disposed of pursuant to the provisions of this deed on the day of which the perpetuity period defined in clause 7 shall expire shall be held upon trust for and paid to the Land Holding Trustee as an augmentation of the assets of the Waikato Raupatu Lands Trust.

7. PERPETUITY PROVISION

7.1 It is hereby declared that the perpetuity period applicable under the rule against perpetuities to the dispositions made under the provisions of this deed shall instead of being of any other duration be one of eighty (80) years commencing on the date this deed is executed by the parties.

8. **RECEIPT OF LAND HOLDING TRUSTEE**

8.1 It is declared that the receipt of any person or persons appearing to the Trustee to be authorised to give receipts for moneys on behalf of the Land Holding Trustee in respect of any payment made to the Land Holding Trustee in accordance with any of the provisions of this deed shall be a full and sufficient discharge to the Trustee for each payment as aforesaid and the Trustee shall not be concerned to see to the application thereof.

9. **WINDING UP OF TRUST**

9.1 It is declared that this Trust shall terminate upon that date when the Trustee having received all monies payable as Trust Property pursuant to the Deed of Settlement has finally distributed those monies pursuant to clause 4 and (if the same becomes applicable) clause 6.

10. **POWERS OF THE TRUSTEE TO INVEST TRUST PROPERTY**

10.1 The Trust Property shall during such time as it is held by the Trustee be invested in accordance with the provisions of the Trustee Act 1956 as to the investment of trust funds AND the Trustee shall in exercising its power of investment exercise the care, diligence and skill that a prudent person whose business is or includes acting as a trustee or investing monies on behalf of others would exercise in managing the affairs of others.

11. **TRUSTEE'S LIABILITY**

11.1 No trustee shall be liable for:

11.1.1 any loss not attributable to dishonesty or to the wilful commission by the Trustee of an act known to the trustee to be a breach of trust;

11.1.2 the neglect or default of any solicitor, bank, accountant, auditor, stockbroker, investment advisor or other agent employed in good faith by the Trustees;

and in particular no trustee shall be bound to take any proceedings against a co-trustee or former trustee for any breach or alleged breach of trust committed by such co-trustee or former trustee.

12. POWER OF VARIATION

12.1 The Trustee may vary amend or add to any of the provisions contained in this deed other than clauses 4 5 and 6 but no variation amendment or addition shall be valid if such variation amendment or addition would have the effect of infringing any rule against perpetuities which may apply to the trust from time to time.

13. SUCCESSION OF TRUSTEE

13.1 It is contemplated that the Tainui Maaori Trust Board ("Board") shall be dissolved by legislation yet to be enacted. The Trustee shall use its best endeavours to ensure that prior to or contemporaneously with the dissolution of the Board a successor trustee of the Trust shall be appointed. If no successor trustee is so appointed and the Board is the Trustee at the date of its dissolution the trustee of the Waikato Raupatu Lands Trust at the date of the Board's dissolution shall be deemed to have been validly appointed and shall become the Trustee of this trust.

EXECUTED as a Deed

SIGNED on behalf of **HER
MAJESTY THE QUEEN**
by

in the presence of:

THE COMMON SEAL of the
**TAINUI MAAORI TRUST
BOARD** as Trustee was hereunto
affixed pursuant to a resolution of
the Board in the presence of:

Secretary

Member

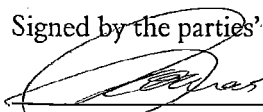
Member

ATTACHMENT 7

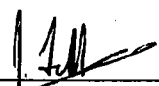
COPY OF TRUST DEED FOR THE
LAND HOLDING TRUST

This cover page and the attached 33 pages are Attachment 7 to the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995. (Reference: Clause 14.1)

Signed by the parties' representatives:



for Her Majesty the Queen



for Waikato-Tainui

TAINUI MAAORI TRUST BOARD

**DEED CREATING WAIKATO RAUPATU LANDS
TRUST**



RUDD WATTS & STONE

BARRISTERS & SOLICITORS
AUCKLAND,
WELLINGTON AND NEW PLYMOUTH
95103B.WMP

TO ALL TO WHOM these presents come the TAINUI MAAORI TRUST BOARD a body corporate pursuant to the Maaori Trust Boards Act 1955 SENDS GREETINGS

RECITALS

- A. The Board holds pursuant to the provisions of the Maaori Trust Boards Act 1955 ("the Act") the assets described in the Sixth Schedule which assets are hereinafter referred to as the "Initial Trust Property".
- B. The Board desires to declare that it holds the Initial Trust Property upon trust for charitable purposes, and to specify for the purposes of section 24B(2) of the Act those purposes referred to in section 24 of the Act to which the Initial Trust Property will be applied and to declare itself the first trustee of this trust.
- C. It is contemplated that by deed of settlement to be dated the 22nd day of May 1995 ("the Deed of Settlement") and made between Her Majesty the Queen in right of New Zealand ("the Crown") and Waikato-Tainui it will be agreed (inter alia) that the Crown will over a period of not more than 5 years transfer certain land to a land holding trustee as trustee of trusts to be declared in respect of such land and also pay certain accumulated rentals and pay certain interest to be held upon trust for the benefit of Waikato-Tainui.
- D. The Deed of Settlement will provide that the assets, rentals and income referred to in Recital C shall be transferred or paid to the trustee of this deed to be held for the benefit of Waikato-Tainui upon the trusts declared in this deed.
- E. In order to establish this trust the Board declares that it holds Initial Trust Property upon the trusts declared by this deed and declares itself to be the first trustee of this trust.

OPERATIVE PART

1. INTERPRETATION

1.1 In this deed unless the context otherwise requires:

"Accounting Period" means any period of time from time to time selected by the Trustee as an appropriate period to determine income and expenditure during that period for accounting purposes.

"Advisory Committee" means any Advisory Committee appointed by the Trustee pursuant to clause 10 of this deed.

"Board" means the Tainui Maaori Trust Board in its capacity as a trust board pursuant to the Maaori Trust Boards Act 1955.

"Charitable Purposes" means any purpose which is charitable according to the law of New Zealand and which:

- (a) in respect of members of Waikato-Tainui -
 - (i) promotes the relief of aged or poor members or those suffering from mental or physical sickness or disability or incapacity; or
 - (ii) is for the advancement of their education or learning; or
 - (iii) promotes their mental or physical well being; or
- (b) promotes the educational, spiritual, economic, social or cultural advancement of the iwi of Waikato-Tainui and its various hapuu including the provision of facilities for recreation or other leisure time occupations; or
- (c) otherwise is for the benefit of Waikato-Tainui

and without in any way limiting the generality of such purposes and by way of example only includes the application of money towards all or any of the purposes set out in the First Schedule (as the same may from time to time be amended in accordance with the provisions of clause 12.2).

"Custodians of Te Wherowhero Title" means each of

- (a) The person who for the time being is recognised by Waikato-Tainui as the Head of the Kahui Ariki the present Head of Kahui Ariki being Dame Te Atairangikaahu
- (b) Robert Te Kotahi Mahuta or on his death or incapacity such person who is a member of Waikato as shall be elected in his place by the Voting Beneficiaries and that person's elected successor and so on
- (c) Tumate Mahuta or on his death or incapacity such person who is a member of Waikato as shall be elected in his place by the Voting Beneficiaries and that person's elected successor and so on

"Land Acquisition Trust" means the Waikato Land Acquisition Trust established by deed dated the day of 1995 between Her Majesty The Queen and the Tainui Maaori Trust Board.

"Marae" means any one of the marae named in the Fifth Schedule and such other marae as may be added to the Fifth Schedule in accordance with the provisions of clause 12.3 but does not include any marae whether now named in the Fifth Schedule or not the name of which has been deleted from the Fifth Schedule in accordance with the provisions of clause 12.4.

"Marae Trustees" means in respect of each marae the trustees for the time being in whom that marae is vested as from time to time appointed or holding office whether pursuant to the Maaori Reservations Regulations 1994 or to any other regulations in replacement or modification thereof or pursuant to any other deed document or authority.

"member of Waikato-Tainui" or "member of Waikato" means any person who is a member of the iwi Waikato-Tainui.

"Roll" means the record of members of Waikato-Tainui kept from time to time by the Trustee pursuant to clause 8

"Te Wherowhero Land" means land for the time being registered in the name of Pootatau Te Wherowhero.

"Trust" means the trust established by this deed.

"Trust Property" means the Initial Trust Property and all land and monies transferred to the Trustee in accordance with the Deed of Settlement or in accordance with the terms of the Land Acquisition Trust and all assets improvements property and money from time to time held by the Trustee upon the trusts declared in this deed.

"Trustee" means the trustee or trustees from time to time of this deed.

"Voting Beneficiary" means a member of Waikato-Tainui who is of or over the age of 18 years and whose name appears on the Roll.

"Waikato-Tainui" means the Waikato descendants of the Tainui Waka being the 33 hapuu of Waikato-Tainui named in the Fourth Schedule.

1.2 General Provisions of Interpretation

In the construction and interpretation of this deed, unless the context otherwise requires:

- (a) a reference to a clause, recital or a schedule is to a clause or recital in, or a schedule to, this deed;
- (b) words in the singular include the plural and vice versa;
- (c) references to any gender include every gender;
- (d) references to persons include corporations and unincorporated bodies of persons, government or semi-government bodies or agencies or political subdivisions of them;
- (e) references to a statute or regulation shall mean a statute or regulation of New Zealand and shall include any amendment thereto and any statutory regulation in substitution therefor;
- (f) clause headings are inserted for convenience only and shall not affect the interpretation of this deed.

2. NAME OF TRUST

- 2.1 The Trust hereby established shall be known as the "WAIKATO RAŪPATU LANDS TRUST".

3. GENERAL DECLARATION OF TRUST

- 3.1 The Trustee declares that it will on behalf of Waikato-Tainui stand possessed of the Trust Property together with all other monies or property paid to or transferred to the Trustee for the purposes of this trust along with any accumulations of income and all money, investments and property representing the same upon the trusts for Charitable Purposes subject to the powers, authorities and discretions set forth in this deed which Charitable Purposes are hereby specified by the Board for the purposes of Section 24B(2) of the Act to be purposes referred to in Section 24 of the Act AND the Trustee declares that it will act fairly and in the interests of all Waikato-Tainui in applying the Trust Property for Charitable Purposes.

4. APPLICATION OF INCOME OF TRUST PROPERTY

4.1 All rents, interest and other monies of an income nature paid to the Trustee in accordance with the Deed of Settlement shall together with all other income derived by the Trustee from Trust Property ("Trust Income") be dealt with in accordance with the provisions of this clause 4.

4.2 The Trustee may pay from and out of Trust Income all fees costs and disbursements of and incidental to the administration of the Trust and management of the Trust Property.

4.3 The Trustee shall have power in its absolute discretion to set aside from or pay out of Trust Income such amounts as it shall from time to time think fit:

4.3.1 For the purposes of repaying or reducing any mortgage or other indebtedness liability or encumbrance incurred or owing or that may in future be incurred or become owing in respect of the Trust Property or any part thereof or any property comprised therein or by the Trustee or for the purchase of any asset to become part of the Trust Property and any such amount so set aside deducted or otherwise provided shall if the Trustee shall so decide cease to be regarded as income and shall be deemed to be added to the capital of the Trust Property and held upon the trusts declared in clause 5.

4.3.2 To allow for depreciation of any buildings other erections or any plant machinery or other assets comprised in the Trust Property.

4.3.3 As a reserve against losses and contingencies and the Trustee may write off losses from time to time or resort to the reserve fund in mitigation of losses or for any other purpose.

4.3.4 As a reserve to meet fluctuations of income in future years and other contingencies.

Any deduction setting aside or other provision made by the Trustee under this sub-clause may be made in such manner and on such terms and conditions in all respects as the Trustee may in its absolute discretion think fit and may be applied to the purposes aforesaid at such times and in such manner as it thinks fit or if not so applied may be treated as income available for distribution at such times as it may think fit.

4.4 In each Accounting Period the Trustee shall apply Trust Income not dealt with pursuant to clauses 4.2 or 4.3 ("Trust Income Available for Distribution") in the following manner:

4.4.1 The Trustee shall first determine how much of Trust Income Available for Distribution shall cease to be income for the purposes of this deed and the amount so determined ("the Economic Base Amount") shall be added to and form part of the capital of the Trust Property and thenceforth be held subject to the trusts declared in clause 5 of this deed. The Trustee's decision as to each Economic Base Amount shall be absolutely final and binding **BUT** in so deciding the Trustee:

- (a) shall have regard to its duty to act fairly and in the interests of all Waikato-Tainui;
- (b) may not determine that the whole of the Trust Income Available for Distribution is to become the Economic Base Amount.

4.4.2 The Trustee having determined the Economic Base Amount shall then determine how much of the remaining Trust Income Available for Distribution shall be applied by the Trustee for Charitable Purposes and shall in its absolute discretion apply the amount so determined ("the Charitable Income") for such Charitable Purposes as the Trustee thinks fit. The Trustee may also determine that the Charitable Income shall be applied over such period of time as the Trustee in its absolute discretion shall think fit and may transfer such Charitable Income to a separate fund for application for Charitable Purposes. Any income arising in respect of such fund shall be deemed to be part of that fund. Each decision of the Trustee as to the application of Charitable Income shall be absolutely final and binding and shall not be called into question by any member of Waikato-Tainui **BUT** in deciding what the amount of Charitable Income is to be and how that Charitable Income is to be applied for Charitable Purposes the Trustee:

- (a) shall have regard to its duty to act fairly and in the interests of all Waikato-Tainui;
- (b) may not determine that the whole of the remaining Trust Income Available for Distribution is to be Charitable Income.

4.4.3 All Trust Income Available for Distribution not applied by the Trustee pursuant to subclause 4.4.1 and 4.4.2 ("Marae Income") shall be divided by the Trustee among each of the Marae Trustees or if the Trustee shall think fit their relevant Marae Committees (being a Marae Committee authorised pursuant to clause 12.3(c)) in such proportions as the Trustee shall in its absolute discretion think fit and subject to the receipt in each case of an undertaking in such form as the

Trustee shall require that the Marae Trustees or the Marae Committee will apply such Marae Income for Charitable Purposes for the benefit of their beneficiaries (being the persons for the time being entitled to the use and enjoyment of the relevant Marae) and upon receiving such undertaking the Trustee may transfer the share of Marae Income determined by the Trustee to be payable to such Marae Trustees or the relevant Marae Committee and the receipt of such Marae Trustees or Marae Committee for such share of Marae Income shall be a full and sufficient discharge to the Trustee who shall not thereupon be concerned to see to the application thereof. Each of the Marae Trustees or their relevant Marae Committees to whom a payment of Marae Income is made shall in respect of each such payment apply the same for such Charitable Purposes for the benefit of their beneficiaries as those Marae Trustees or that Marae Committee think fit and their decision shall be final and binding and shall not be called into question by any member of Waikato-Tainui **AND IT IS DECLARED** that the Marae Trustees or Marae Committee (as the case may be) shall in respect of Marae Income paid to them pursuant to this clause 4.4.3 have the powers set out in the Second Schedule of this deed and shall also be deemed for the purposes of this deed to have the powers and obligations contained in Regulations 15 (with the word 'Court' in Regulation 15(d) deleted and the word 'Trustee' substituted), 16, 17, 18, and 19 of the Maaori Reservations Regulations 1994 (modified so far as is necessary to apply to their powers and duties under this clause 4.4.3) **AND** that the other provisions of the Maaori Reservations Regulations 1994 (other than in relation to the retirement or removal of a trustee) shall not apply to the Marae Trustees or Marae Committee **AND IT IS FURTHER DECLARED:**

- (a) that in determining the share of Marae Income to be paid to each of the Marae Trustees (or Marae Committees) the Trustee shall not be obliged to ensure that each receives an equal or proportionate (having regard to the number of beneficiaries of its Marae) share of Marae Income but the Trustee shall have regard to its duty to act fairly and in the interests of all Waikato-Tainui; and
- (b) the trustee shall report at the Annual Hui the amounts allocated to each of the Marae Trustees or Marae Committees and the basis on which such allocation was made.

5. APPLICATION OF CAPITAL OF TRUST PROPERTY

5.1 All Trust Property including the Economic Base Amount transferred as a capital accretion pursuant to clause 4.4.1 (together called "Trust Capital") shall be held upon trust as follows:

5.1.1 The income arising from Trust Capital shall be applied in accordance with the provisions of clause 4.

5.1.2 The Trustee may from time to time resolve that so much of the Trust Capital as consists of money investments or assets other than land as the Trustee thinks fit may be applied in the same manner as if the same were income of the Trust Property available for payment or application pursuant to clause 4.3 or Trust Income Available for Distribution pursuant to clause 4.4.2 or 4.4.3 of this deed and apply the same accordingly.

5.1.3 Subject to clauses 5.1.1 and 5.1.2 all Trust Property shall be held by the Trustee in perpetuity upon the Trusts declared by this deed.

6. INVESTMENT OF TRUST PROPERTY

6.1 So much of the Trust Property as consists of money investments or assets other than land shall during such time as it is held by the Trustee be invested in accordance with the provisions of the Trustee Act 1956 as to the investment of trust funds AND the Trustee shall in exercising its power of investment exercise the care, diligence and skill that a prudent person whose business is or includes acting as a trustee or investing monies on behalf of others would exercise in managing the affairs of others.

6.2 Notwithstanding any provision in the Trustee Act 1956 relating to the investment of trust funds the Trustee shall not be required to sell or convert any land forming part of the Trust Property into other investments.

7. CHANGE OF STATUS OF TE WHEROWHERO LAND

7.1 No Te Wherowhero Land forming part of the Trust Property shall be sold or mortgaged by the Trustee or be capable of being vested in or transferred as to the whole or part or as to any undivided share to any person or persons body corporate or unincorporate or trustee or trustees for any such person or persons or body.

7.2 The Trustee may at any time declare land vested in the Trustee to be Te Wherowhero Land and shall in each case deliver to the District Land Registrar a direction in writing signed by the Trustee to register such land in the name of Pootatau Te Wherowhero

7.3 With the prior consent of each of the Custodians of Te Wherowhero Title any parcel of Te Wherowhero Land may be declared by the Trustee to cease to be Te Wherowhero Land and the restrictions contained in clause 7.1 shall cease to have effect upon the presentation to the District Land Registrar of a direction in writing signed by the Trustee and the Custodians of Te Wherowhero Title to register such land in the name of the Trustee

8. **BENEFICIARY ROLL AND VOTING**

8.1 The Trustee may cause to be kept a record of those persons (distinguishing between those under 18 years of age and those of or over that age) who are members of Waikato for such administrative purposes (including voting) as the Trustee from time to time thinks fit. While the Board is in existence and the Trustee does not maintain a separate record the roll of beneficiaries maintained by the Board pursuant to Part III of the Maori Trust Board Act 1955 shall in respect of Voting Beneficiaries be deemed to be the Roll.

8.2 Any matter which requires an election by Voting Beneficiaries or in respect of which the Trustee desires to obtain a decision or opinion of Beneficiaries shall be determined by a simple majority of Voting Beneficiaries voting in person at a hui summoned by the Trustee for the purpose or at an annual hui or if the Trustee so decides voting by postal ballot conducted by the Trustee in such manner as the Trustee thinks fit.

9. **POWERS OF THE TRUSTEE IN RESPECT OF TRUST PROPERTY**

9.1 Subject to any specific provisions of this deed to the contrary the Trustee shall have the general powers set out in the Second Schedule of this deed in respect of the Trust Property.

10. **ADVISORY COMMITTEES**

10.1 The Trustee may appoint one or more committees to be an Advisory Committee of the Trust each of which shall have the constitution, purposes and powers set out in this clause 10 and the Third Schedule and which shall carry out the functions stated by the Trustee in writing ("Statement of Purposes") at the time of appointment or as subsequently communicated in writing by the Trustee to the Advisory Committee. An Advisory Committee may be a company incorporated under the Companies Act 1993 or a group of natural persons. So far as possible the Trustee shall ensure that each Advisory Committee is comprised of persons (or has directors) with sound understanding and with the skills and

experience necessary carry out the functions for which that Advisory Committee is appointed.

10.2 By way of example:

10.2.1 The function of one Advisory Committee could be to assist the Trustee in determining the commercial objectives of the Trust such as the investment and administration of the Trust Property and maximising the return to the Trust from the Trust Property. The Trustee may delegate to that Advisory Committee such of those functions as the Trustee from time to time thinks fit.

10.2.2 The function of another Advisory Committee could be to assist the Trustee in the non-commercial activities of the Trust such as the distribution of Trust Income for the Charitable Purposes.

10.2.3 Other Advisory Committees could be appointed by the Trustee for specific purposes or tasks which the Trustee considers will assist the Trustee in carrying out its functions under this deed.

10.3 The Trustee shall not be obliged to accept or follow recommendations of an Advisory Committee. The Trustee may at any time by written notice to an Advisory Committee dissolve that committee. The Trustee shall not be required to give reasons for its decision and shall not be required to appoint a replacement Advisory Committee.

11. **SUCCESSION OF TRUSTEE**

11.1 The Trustee acknowledges that Waikato-Tainui is to determine by consultation a structure for holding and administering the Trust Property for the benefit of Waikato-Tainui and that the Trustee is an interim trustee only. Accordingly the Trustee covenants for the benefit of Waikato-Tainui that it will as soon as conveniently possible after the enactment of legislation which the Crown proposes to enact as the Waikato-Tainui Raupatu Claims Settlement Act 1995 and in any event within twelve (12) months after its enactment initiate a process of consultation by hui of Nga Marae Toopu or by such other hui as may be required to obtain the consensus of a majority of Voting Beneficiaries of Waikato-Tainui as to the form and constitution of a new structure **AND FURTHER COVENANTS** that upon such new structure coming into existence it will retire as Trustee and either appoint such new structure the Trustee hereof or appoint as Trustee hereof such persons, body corporate or other entity as it may be required by such new structure to appoint and will do everything requisite or necessary to vest the Trust Property in the new Trustee.

11.2 If the Board fails refuses or neglects to appoint a successor Trustee of this deed in accordance with its covenant in clause 11.1 the Custodians of Te Wherowhero Title may jointly appoint in writing such persons, body corporate or other entity as they shall think fit to be the Trustee in the place and stead of the Board and will do everything requisite or necessary to vest the Trust Property in the new Trustee.

12. POWER OF VARIATION

12.1 The Trustee may vary amend or add to any of the provisions contained in this deed other than clauses 7.1, 7.2 and 7.3 and any limitation expressed in this deed relating to the powers of the Trustee in respect of Te Wherowhero Land but no variation amendment or addition shall be valid if such variation amendment or addition would have the effect of infringing any rule against perpetuities which may apply to the Trust from time to time or cause the Trust to cease to be a trust for Charitable Purposes. The Trustee shall ensure that any variation to the trust deed is consistent with the spirit and intent of the settlement embodied in the Deed of Settlement.

12.2 The Trustee may from time to time amend the First Schedule to record further examples of Charitable Purposes which the Trustee considers desirable to be recorded for the information of Waikato-Tainui and similarly to amend or delete examples in the First Schedule. No such amendment to the First Schedule shall be deemed to derogate from the Charitable Purposes as defined in this deed.

12.3 The Trustee may add to the Marae named in the Fifth Schedule from time to time in respect of marae;

- (a) which are set aside in accordance with the provisions of Section 338 of Te Ture Whenua Maaori Act 1993 or any enactment in replacement or modification thereof or which have been established by members of Waikato-Tainui on land vested in trustees for the purposes of a marae for the benefit of members of Waikato-Tainui;
- (b) the trustees of which have adopted and continue to maintain a charter in the case of a marae set aside in accordance with the provisions of section 338 of Te Ture Whenua Maaori Act 1993 pursuant to the Maaori Reservations Regulations 1994 or any amendment or modification thereof modified in a manner approved by the Trustee to reflect the provisions of this deed and in any other case in a form approved by the Trustee and which includes an obligation to maintain an up to date list of all beneficiaries of the marae;

- (c) in respect of which a marae committee is appointed having authority to receive and apply moneys distributed by the Trustee for the benefit of the marae;
- (d) which is a marae which the Trustee is satisfied is active in carrying out its functions as set out in its charter;
- (e) the trustees of which have signed on behalf of the beneficiaries of the marae the Kawenata; and
- (f) the addition of which to the Fifth Schedule has been approved by a majority of the marae then named in the Fifth Schedule.

12.4 The Trustee may delete from the Fifth Schedule the name of any Marae if the Trustee in its absolute discretion is satisfied that any of the provisions of clause 12.3 (a) to (e) no longer apply to such Marae after the Trustee has notified the trustees of such Marae and the relevant Marae Committee of the relevant non compliance and after such reasonable time as the Trustee prescribes such non-compliance has not been rectified and the Trustee has also obtained the consent to such deletion of a majority of the Marae named in the Fifth Schedule.

12.5 Having regard to the provisions of clause 11 the Trustee shall ensure that as soon as it is determined who the new Trustee of the Trust is to be, the Trustee shall vary this deed to provide for rules for the appointment and removal of the Trustee and rules governing the procedure of the Trustee.

13. TRUSTEE'S INDEMNITY

13.1 The Trustee shall not be liable for any loss and shall be indemnified by and out of the Trust Property in respect of any liability which may be sustained or incurred by reason:

13.1.1 of the exercise of any of the powers of investment conferred by this deed including in particular the indefinite retention of land as assets of the Trust Property;

13.1.2 of the exercise, mode of exercise or the non-exercise of any of the powers authorities or discretions hereby or by law conferred upon the Trustee.

13.2 No trustee shall be liable for:

13.2.1 any loss not attributable to dishonesty or to the wilful commission by the Trustee of an act known to the Trustee to be a breach of trust;

13.2.2 the neglect or default of any solicitor, bank, accountant, auditor, stockbroker, investment advisor or other agent employed in good faith by the Trustees;

and in particular no trustee shall be bound to take any proceedings against a co-trustee or former trustee for any breach or alleged breach of trust committed by such co-trustee or former trustee.

14. REMUNERATION OF TRUSTEES AND MEMBERS OF ADVISORY COMMITTEE

14.1 The Trustee (and where the Trustee is a body of natural persons, each of those persons) shall be entitled in each Accounting Period to such remuneration for its or their services as may be reasonable having regard to their duties and responsibilities, which remuneration shall be determined by the Trustee. The Trustee shall at the annual hui held pursuant to clause 17.1 disclose the amount of remuneration paid to the Trustee or as the case may be each of the natural persons who are trustees.

14.2 The Trustee shall also be entitled to be reimbursed for out of pocket expenditure properly incurred by the Trustee on behalf of the Trust in the course of the Trustee's duties including reasonable travelling and accommodation expenses.

14.3 The Trustee may pay members of Advisory Committees or, where an Advisory Committee is a body corporate, its directors by way of remuneration and/or out-of-pocket expenditure such amounts (which need not be equal as between members/directors) as the Trustee thinks fit. The amount of remuneration shall be disclosed by the Trustee at the annual hui.

15. CONTROL OF FUNDS

15.1 The Trustee may open accounts either on its own behalf or jointly with others at any bank and overdraw any such account with or without giving security and in addition to the powers conferred by section 81 of the Trustee Act 1956 make arrangements with any bank for any two or more persons named in writing by the Trustee to operate on any account from time to time subsisting at any bank.

15.2 All moneys received by or on behalf of the Trustee shall forthwith be paid to the credit of the Trustee in an account with such Bank or Savings Bank from time to time to be fixed by the Trustee. All negotiable instruments and all receipts for money paid to the Trustee

shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Trustee may from time to time determine.

16. ACCOUNTS AND AUDIT

16.1 The Trustee shall:

16.1.1 ensure that full and correct records and accounts of all the financial transactions of the Trust and its assets, liabilities and funds are kept;

16.1.2 after the end of each Accounting Period cause to be prepared financial statements include a balance sheet, income and expenditure account, and notes to those documents giving a true and fair view of the financial affairs of the Trust for that Accounting Period;

16.1.3 appoint the first auditor of the Trust and thereafter appoint an auditor at each annual general meeting or whenever a vacancy shall occur in such appointment. The auditor shall be a member of the New Zealand Society of Accountants or otherwise approved for the purpose of auditing company accounts under the Companies Act 1993 or any enactment replacing the same;

16.1.4 ensure that the financial statements are audited.

17. ANNUAL HUI

17.1 The Trustee shall in every year hold a hui at which it shall report on its activities to the members of Waikato-Tainui.

17.2 The Trustee may at such hui deal with such other matters as it thinks fit including if the Trustee thinks fit the obtaining of any decision or opinion of Voting Beneficiaries.


17.3 Not later than 2 months before the date of the proposed hui in any year, the Trustee shall cause public notice to be given to members of Waikato-Tainui of the date and place of the proposed hui. Such notice may but need not indicate matters which the Trustee proposes to discuss at the hui.

17.4 Any such public notice shall be given in the following manner:

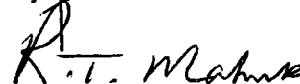
- (a) By newspaper advertisement published on at least 2 consecutive days in a daily newspaper or newspapers circulating in the district or districts where the majority of members of Waikato-Tainui reside; and
- (b) By such other means as the Trustee may determine.

EXECUTED as a Deed

THE COMMON SEAL of the
TAINUI MAAORI TRUST
BOARD as Trustee was hereunto
affixed pursuant to a resolution of
the Board in the presence of:



Secretary



Member

Member

FIRST SCHEDULE
Examples of Charitable Purposes

EDUCATION PURPOSES

(A) Endowed Colleges

- (i) Erecting, or funding the erection of or giving assistance to the funding of the erection of a college at each of Waikato University and Auckland University to be known as Endowed Colleges with residential facilities for students and staff and all necessary facilities including libraries to enable the Endowed Colleges to fulfil their intended function to provide for the education of post-graduate students (whether or not members of Waikato-Tainui) in all forms of higher learning;
- (ii) Providing all or such part as is not provided by grants, subsidies and student fees of the costs of maintenance and running the Endowed Colleges as places of higher learning;

(B) Other Educational Facilities

- (i) Establishing or assisting in the establishment of and the equipping, management and conducting of kohanga reo, kura kaupapa, schools and other educational or training institutions which have or include the purpose of furthering the education of members of Waikato-Tainui, including making grants of money, equipment or materials;
- (ii) Making grants to any other funds established or bodies formed for the promotion of the education of Maaori or for assisting Maaori to obtain training or practical experience necessary or desirable for any trade calling or occupation;
- (iii) Making grants to schools or other institutions which have or include the purpose of furthering the education of members of Waikato-Tainui.

(C) Scholarships, Bursaries and Other Financial Assistance

- (i) Providing scholarships, exhibitions, bursaries, prizes or other methods of enabling members of Waikato-Tainui to secure the benefits of education or training including attending any public or private primary, post primary or tertiary institution whether in New Zealand or overseas or by making grants to Education Boards or other educational bodies for scholarships, exhibitions, bursaries or prizes;
- (ii) Providing books, clothing or other equipment for the holders of scholarships or other individuals, or by making grants for any such purposes, or by making grants generally for the purposes of assisting the parents or guardians of children who are members of Waikato-Tainui to provide for the education or training for any employment or occupation of such children;
- (iii) Providing furnishing maintaining or contributing towards the cost of residential accommodation and the management thereof for members of Waikato-Tainui in relation to their education or training;
- (iv) Providing post-graduate scholarships to members of Waikato-Tainui holding University degrees or diplomas enabling them to continue their studies or conduct special research either in New Zealand or elsewhere;
- (v) Paying travelling expenses to holders of any post-graduate scholarships, and making grants to meet the expenses of such holder or of the wife or dependent children of any such holder;
- (vi) Making grants to members of Waikato-Tainui other than the holders of post-graduate scholarships for the purposes of assisting any person to whom any such grant is made to carry out any special research or study;
- (vii) Advancing money by way of loan, on such terms and conditions as the Trustee thinks fit, to any member of Waikato-Tainui to assist him or her to attend any New Zealand or overseas university, agricultural college, technical institute, or institution of similar status.

(D) Conditions of tenure of scholarships, bursaries, and grants

- (i) The conditions of tenure of every bursary, scholarship, and grant shall be determined by the Trustee which shall select or prescribe a method of selection of the recipients thereof,

- with or without the aid of competitive examinations or tests, and decide the school, university, or other institution at which the bursary, scholarship or grant shall be held;
- (ii) Every bursary, scholarship, or grant shall be of such value as the Trustee in its discretion determines and the Trustee may in its discretion renew or extend it with or without modification in value or conditions of tenure.

(E) Other Educational Assistance

- (i) Funding the production, dissemination and use of educational resources, materials and information and encouraging the development of a network of resource materials;
- (ii) Providing assistance to members of Waikato-Tainui in order to develop existing or embark on new approaches to education which will have significant positive effects within Waikato-Tainui.
- (iii) Promoting the education of members of Waikato-Tainui in other ways not specifically referred to in this Schedule.

CULTURAL PURPOSES

- (a) The teaching, speaking and preservation of the Maaori language;
- (b) The maintenance and furtherance of the tribal unity and identity of Waikato-Tainui and the custody and preservation through the Kahui Ariki of the beliefs and customs of Waikatotanga;
- (c) The teaching of, research into and the publication of books and papers on the language, customs, traditions, genealogy and history of Maaori;
- (d) The encouragement and teaching and the preservation of Maaori arts and crafts:
- (i) By the establishment of a school or schools of Maaori art or other institutions for the study of the arts and crafts including those known to and practised by Waikato-Tainui;
- (ii) By making grants to any school or class established or formed by Waikato-Tainui or in which members of Waikato-Tainui participate for the purpose of giving instruction in or encouraging the practice of Maaori arts and crafts including the construction of waka;
- (iii) By acquiring specimens of and books or publications, manuscripts, drawings, sketches, photographs, carvings and other artwork connected with Waikato-Tainui or Maaori generally;
- (iv) By printing or reprinting and publishing any books of papers, matters, records, documents, drawings, sketches, photographs or other pictorial record dealing with or containing any reference to Waikato-Tainui;
- (v) By securing phonographic or other records of Maaori songs and chants, including in particular those of Waikato-Tainui;
- (vi) By commissioning the execution by a member or members of Waikato-Tainui of any work of art or craft;
- (vii) by adequately housing and otherwise safeguarding and maintaining all specimens of Maaori arts and crafts and taonga acquired by the Trustee and all Maaori antiquities taonga and other things entrusted to its custody by the owners thereof, and any other articles belonging to or in the custody of the Trustee and arranging for and undertaking the exhibition of any of the same.
- (viii) by giving financial assistance in such manner as it thinks fit to any publication wherever published or any society or person in New Zealand or elsewhere engaged in any matter to which this sub-paragraph (d) relates;
- (e) Making grants to any member of Waikato-Tainui to enable him or her to study train or gain experience in respect of the creation of Maaori arts and crafts or in respect of any matter relating to the language customs traditions and history of Waikato-Tainui or in respect of any aspect of non-Maaori culture or the arts such as painting, musical studies, the study of dance or other arts and accomplishments which is considered by the Trustee to be for the benefit of Waikato-Tainui.
- (f) Advising and assisting any bodies or organisations which are engaged in activities relating to Maaori culture, arts and crafts or the culture or the arts and crafts of Waikato-Tainui.

AND the Trustee may:

- (g) Charge or cause to be charged such fees for admission to land and buildings vested in it or under its control or in respect of any exhibition or performance promoted arranged or controlled by it as the Trustee thinks fit.
- (h) Engage in the business or creating buying or selling articles having a special significance in respect of Waikato-Tainui arts or crafts or relating to Waikato-Tainui life or culture.

THE PROMOTION OF SOCIAL AND ECONOMIC WELFARE AND ADVANCEMENT & VOCATIONAL TRAINING

(A) Social

- (i) Making grants or loans towards the cost of the construction, establishment, management, maintenance, repair or improvement of the meeting houses, halls, churches and church halls, kohanga reo, villages, marae or cemeteries of Waikato-Tainui;
- (ii) Establishing, maintaining and equipping hostels for the purpose of providing either permanent or temporary accommodation for members of Waikato-Tainui;
- (iii) Making grants or loans towards the establishment of recreational centres or facilities for the use of any member of Waikato-Tainui and for such other uses as the Trustee thinks fit;
- (iv) Making grants towards the expenses of the Head of Kahui Ariki for the time being and of kuia and kaumatua in carrying out duties or performing services for the benefit of Waikato-Tainui;
- (v) Making grants towards the expenses of attendance at any hui or other meeting by Waikato-Tainui kuia, kaumatua, war veterans or other special interest group.

(B) Economic

- (i) Developing, subsidising, or making grants or loans for farming, manufacturing or other industries;
- (ii) Promoting, carrying out or subsidising roading schemes, power schemes or such other schemes as the Trustee thinks fit, or by making grants or loans for any such schemes;
- (iii) Promoting tribal and other meetings and the interchange of visits and by other means endeavouring to bring about and maintain friendly relations among Waikato-Tainui and others;
- (iv) Making grants or loans to groups or associations for tribal purposes of Waikato-Tainui;
- (v) Promoting the development of tourism and the provision of hotels, restaurants, museums and other facilities to attract accommodate, feed and entertain tourists for the promotion of the economic welfare of Waikato-Tainui.

(C) Vocational

- (i) Providing assistance in the coordination of vocational training schemes in the fields of industry, commerce, agriculture, or social welfare for the benefit of Waikato-Tainui and assisting and supporting the introduction and establishment of such training and retraining schemes;
- (ii) Providing financial assistance for the vocational training of groups or persons within Waikato-Tainui including:
 - (a) The recruitment and placement of members of Waikato-Tainui in employment;
 - (b) The training and retraining of members of Waikato-Tainui in trades or other types of employment;
 - (c) The arranging of apprenticeships for members of Waikato-Tainui;
 - (d) the provision of suitable accommodation for members of Waikato-Tainui who are training for employment or are otherwise studying or who are employed in any trade or occupation;
- (iii) Developing and implementing and maintaining the operation of work programmes aimed at employing members of Waikato-Tainui or developing and maintaining farms, land, gardens, homes, hostels and other accommodation for the benefit of Waikato-Tainui;
- (iv) Providing members of Waikato-Tainui with financial assistance in setting up their own businesses either alone or in partnership or joint venture;

- (v) Assisting and promoting the understanding of sustainable resource use and the natural and cultural values of land.

AND to further any of the above objects to present to Government and Governmental agencies or to any other body, agency or group of persons the views of Waikato-Tainui in respect of the delivery of services or the provision of funds or assistance to Maaori generally or to Waikato-Tainui.

THE RELIEF OF AGED OR POOR MEMBERS OF WAIKATO-TAINUI OR THOSE UNDER DISABILITY

- (a) Making grants or loans or providing such other support and assistance as the Trustee thinks fit to members of Waikato-Tainui who are aged or poor or who suffer from any mental or physical disability or incapacity;
- (b) Providing counselling and other social services to assist members of Waikato-Tainui suffering any of the things referred to in (a) above;
- (c) Providing financial assistance and support to Waikato-Tainui war veterans and their dependants and the making of grants towards the funeral and tangi expenses of those veterans;
- (d) Providing support for the families of members of Waikato-Tainui suffering any of the things referred to in (a) above who need such support or care and protection as a consequence.

THE PROMOTION OF COMMUNITY HEALTH AND PERSONAL PHYSICAL AND MENTAL HEALTH & FITNESS, AND THE RAISING OF LIVING STANDARDS OF WAIKATO-TAINUI

(A) The Promotion of Community Health

- (i) Installing or making grants or loans towards the cost of installing water supplies, sanitation works, and drainage in Waikato-Tainui settlements;
- (ii) Promoting, carrying out, or subsidising housing schemes or by making grants or loans for any such schemes;
- (iii) Providing, subsidising or making grants for medical, nursing dental or other health services including rongoa, alcohol and drug services, communicable disease control, health education, environmental health, food hygiene and safety;
- (iv) Making grants or loans to members of Waikato-Tainui to assist in the erection, repair, alteration, or improvement of any dwellings (including the repair, alteration, improvement, or installation in or in respect of any dwelling of a system of lighting, heating, sanitation, water supply, or other conveniences) and of all necessary outbuildings, fences, and appurtenances attached thereto;
- (v) Making grants or loans to any associations or bodies of persons formed for promoting or conserving in any way, either alone or in conjunction with other objects, the health and physical wellbeing of Waikato-Tainui;
- (vi) Providing or supporting or making grants or loans for home health services such as nursing care, therapy and home support services provided to members of Waikato-Tainui or for or towards services intended to promote the health of young children, the health of older children, the health of women and/or the health of men who are members of Waikato-Tainui.

(B) The Promotion of Physical Health and Fitness

- (i) Encouraging members of Waikato-Tainui to engage in physical activities and physical pastimes including sport for the purpose of promoting their physical wellbeing and enhancing their quality of life;

- (ii) Promoting community based and group fitness and leisure activities which are capable of being used by members of Waikato-Tainui;
 - (iii) Making grants or loans to individuals or bodies (whether corporate or unincorporate) for the purpose of providing, supporting or enhancing physical activities or pastimes in which members of Waikato-Tainui may participate;
 - (iv) Initiating, encouraging and facilitating research in relation to sport fitness and leisure;
- (C) **The Promotion of Mental Health**
- (i) Providing or supporting or making grants or loans towards mental health services such as psychiatry, psychology and counselling.
- (D) **The Raising of Living Standards**
- (i) Assisting members of Waikato-Tainui to find suitable accommodation for themselves and their families and where necessary providing financial assistance by way of grants or loans for the purchase of a suitable home or to subsidise the payment of rental;
 - (ii) Providing such other support and assistance as the Trustee thinks fit to improve the living standards of members of Waikato-Tainui.

COMMUNICATIONS

- (A) Establishing or assisting in the establishment of and providing funding for radio and television stations or the print media for the purpose of communicating to Waikato-Tainui or informing others in respect of any of the Charitable Purposes or carrying out any of the same -
- (B) Making grants or loans to or for the purpose of facilities which are ancillary to those referred to in (A) above such as production facilities, graphic design, publishing, computer, advertising and other facilities necessary or desirable for high quality communications to or for the benefit of Waikato-Tainui.

SECOND SCHEDULE
POWERS OF TRUSTEE IN RESPECT OF THE TRUST PROPERTY
(referred to in clause 9.1)

It being the intention that the Trustee shall have and may at its absolute discretion exercise the fullest possible powers to do in relation to the Trust Property all such things as the Trustee may from time to time deem necessary, desirable or expedient whether or not such things be ones which the Trustee normally would have no power to do in the absence of an express power or an order of Court **PROVIDED HOWEVER** that the Trustee shall not be authorised to do or suffer any act which is prohibited by any provision in the Operative Part of this Deed or which may cause the Trust to cease to be a Trust for charitable purposes **IT IS DECLARED** that the Trustee shall have absolute and uncontrolled power and discretion in the management of the Trust Property and may do or cause to be done all such acts, matters and things of whatsoever kind or nature pertaining to the Trust Property and sign all such instruments and documents as the Trustee may think proper or expedient as fully unreservedly and unconditionally as if the Trustee were the absolute owner of the Trust Property except where specifically prohibited by an express provision of this deed and without limiting the generality of the foregoing and merely by way of illustration it is declared that the Trustee shall have the power to do all or any of the following things either alone or in common with any other person, persons, corporation or corporations.

- (a) To invest any moneys in the purchase or acquisition of or upon the security of or to purchase, acquire or accept as gift any form of property real or personal whatsoever and wheresoever situated whether situated in New Zealand or elsewhere, including shares or debentures in any company or corporation whatsoever.
- (b) To sell or join in selling all or any part of the real and personal property forming part of the Trust Property (excluding Te Wherowhero Land) either by public auction or private contract or in such other manner and subject to such terms and conditions as the Trustee shall think fit with power to give time for payment of the purchase money with or without security and without being liable for loss to allow such portion of the purchase money with or without security as the Trustee thinks fit to remain owing on mortgage and with power also to buy any property offered for sale and to rescind any contract for sale and to sell again without being responsible for any diminution in price and generally to deal with the same in all respects as if the Trustee was the absolute owners of the property so sold;
- (c) To postpone the sale, calling in and conversion of any real and personal property comprising the Trust Property or any part thereof for so long as they think fit notwithstanding that it may be of a wasting, speculative or reversionary nature and it is directed that pending such sale, calling in and conversion the whole of the net income of property actually producing income shall be applied as from the date hereof as income and on the other hand on such sale, calling in, conversion or falling in of any reversionary property no part of the proceeds of such sale, calling in, conversion or falling in shall be paid or applied as past income provided always that the Trustee shall have power to write off against income in accordance with usual accountancy practice depreciation upon buildings and other assets forming part of the Trust Property;
- (d) To let or bail or join in so doing any freehold or leasehold property and/or any plant and chattels which or an interest in which for the time being forms part of the Trust Property either from year to year or for any term of years or otherwise at such rent and subject to such terms and conditions as the Trustee thinks fit including at the discretion of the Trustee an optional or compulsory purchasing clause and also to accept surrenders of leases, tenancies and bailments and generally to manage the same as the Trustee shall think fit and to take on lease or under bailment any freehold or leasehold property and/or any plant and chattels or an undivided interest therein from any person or persons either from year to year or for any term of years or otherwise at such rent and subject to such terms and conditions as the Trustee thinks fit including

at the discretion of the Trustee an optional or compulsory purchasing clause and also to surrender leases, tenancies and bailments and generally to deal with the same as the Trustee shall think fit;

- (e) From time to time to obtain the renewal of any lease, grant, tenancy or occupation of any lands which or an interest in which for the time being forms part of the Trust Property and of any easement, right or privilege annexed in enjoyment thereto for such terms at such rent and upon and subject to such terms and conditions as the Trustee thinks fit;
- (f) To consent to and join in the partition of any assets (other than Te Wherowhero Land) an interest in which forms part of the Trust Property and/or to take a transfer of or a transfer of an undivided share or interest in any such assets and for the purposes aforesaid to settle and agree upon the valuation of any such assets and to receive or pay or agree to pay such moneys as the Trustee shall think proper by way of equality on division of such assets;
- (g) To enter into exchanges of land (excluding Te Wherowhero Land), stock and/or plant with or without payment or receipt of moneys for equality of exchange upon such terms and at such values as the Trustee thinks fit;
- (h) Generally to maintain, repair, manage, improve and develop any real or personal property which or an interest in which for the time being forms part of the Trust Property in all respects as if the Trustee was the absolute owner thereof;
- (i) To allow any property or investment coming into the hands of the Trustee to remain in its existing form for such period or periods as the Trustee thinks fit and during such postponement of conversion to make out of the Trust Property any outlay the Trustee may think proper for payment of calls on shares or otherwise in respect thereto for the benefit of the Trust Property and in respect of any shares in companies to exercise the same powers as the Trustee might do if absolute owners thereof.
- (j) In addition to the powers otherwise conferred by these presents or by law to promote or concur in any steps or proceedings which may be taken to form a company for any purpose whatsoever including the purpose of purchasing or acquiring any undertaking business and/or assets which or an interest in which forms part of the Trust Property or the undertaking business and/or assets of any company in which the Trustee may hold shares and to sell and transfer such undertaking business and/or assets to any company or the Trustee for any company proposed to be formed and to carry out and complete any scheme or arrangement for the amalgamation of the said undertaking business and/or company or companies on such terms of the price of consideration being received in cash or in shares (ordinary preferred or deferred or in debentures or debenture stock of the purchasing company or partly in one way and partly in another and generally upon such terms and conditions as the Trustee shall think fit with power to allow time for payment of the whole or part of any cash consideration whether with or without security therefore and the Trustee may take shares in or debentures of any company representing the consideration or part of the consideration of any such transfer sale or amalgamation having such rights privileges and subject to such obligations as the Trustee may think fit and the Trustee shall have the widest authority and discretion to effect any such sale or amalgamation on such terms and conditions in every respect as the Trustee could do if the Trustee was the absolute beneficial owner of the Trust Property;
- (k) To provide out of the Trust Property further capital for any company in which the Trustee may hold shares or which may have acquired or proposes to acquire any business undertaking and/or assets which or an interest in which form part of the Trust Property and to do so either by way of advances loans guarantees or taking up shares or further shares in such company or in such other manner and upon such terms and conditions and in the cases of advances loans guarantees either with or without taking security as the Trustee may think proper;
- (l) To act by medium of a nominee or nominees as director or directors of the company, either alone or in conjunction with others, and to pay a reasonable remuneration to the nominee or nominees

for services rendered in respect of any company in which the Trustee holds or is entitled to or proposes to hold shares.

- (m) To concur on such terms as the Trustee thinks fit in the winding up reconstruction or amalgamation of any company in which the Trustee holds shares or in the modification of the regulations thereof; and to concur in the modification of or to surrender any of the rights attaching to all or any of its shares; and to exercise in such manner as the Trustee thinks fit any powers which by the regulations of such company are vested in the Trustee as director or member thereof or otherwise; and on any winding up reconstruction or amalgamation to accept fully paid or partly paid shares or debentures or other interests in or securities of any company as the consideration or part of the consideration for such winding up reconstruction or amalgamation; and generally to act in relation to such company in such manner as they think best calculated to benefit the Trust Property;
- (n) To carry on any business (whether in partnership or otherwise) in which the Trust Property may at any time hereafter be concerned or interested or for which the assets or any of the assets of the Trust Property may be adapted including the business of farming for such time or times as the Trustee shall think fit with power in the case of any partnership business to become a partner therein and with further power to use and apply any part of the Trust Property (excluding Te Wherowhero Land) as capital in such business and to employ or join in employing in such business all such managers agents servants clerks workers and others as the Trustee shall from time to time think fit and to arrange for and agree to the introduction of another partner or partners and to cause or concur in the winding up of the partnership and to ascertain and agree to the value of the Trustee's interest in the partnership and to agree to any partition of the partnership assets and it is hereby directed that the Trustee shall be absolutely indemnified by and out of the Trust Property for and in respect of any loss or liability which they may sustain or incur by reason of their so carrying on any such business or businesses as aforesaid and it is directed that if any year any losses shall be sustained by the Trustee in carrying on any such business then and in every such year such losses shall if the Trustee so direct (but subject always however in the case of a partnership business to the terms and conditions contained in any agreement or articles affecting the same) be borne by the capital of the Trust Property concerned and such losses shall not if the Trustee so direct (subject always as aforesaid) be recouped to such capital out of profits made by the Trustee in any subsequent year of years in carrying on such business;
- (o) To carry on, manage, and work any farm for any period the Trustee thinks fit and for that purpose the Trustee shall have all those powers and authorities as are incidental to, and those the Trustee in its discretion deem necessary for, its proper carrying on, management and working, and those which are usually exercised by persons carrying on, managing, or working similar properties AND without in any way limiting or restricting the foregoing general power, the Trustee may:
 - (i) Sell and purchase sheep and other livestock;
 - (ii) Purchase stores, feed for stock, machinery, vehicles and other implements and things;
 - (iii) Borrow money upon bank overdraft, or by mortgage (with power of sale) of the farm property, or by any other security, so that no person lending money to the Trustee need enquire as to the purpose of borrowing or to see to the application of the proceeds or to see that no more is borrowed than is required;
 - (iv) Engage and employ managers, agents, overseers, stockmen, shepherds, servants, workmen, and others, on whatever terms and conditions and with whatever powers and authorities the Trustee thinks fit, and dismiss them and engage and employ others;
 - (v) Leave the entire management of the farm to a manager without the Trustee needing to attend personally to the management further than requiring the manager to render such periodic accounts of his management as are reasonable, and without being in any way answerable or accountable for any dishonest or other wrongful act of the manager;

- (vi) Use and apply for the purpose of the farm any money representing other parts of the Trust Property which the Trustee thinks fit;
- (vii) Apply for and accept new leases and licences; amalgamate, surrender, convert and change tenures of leases and licences; agree upon values of improvements; appear before any courts; be represented by solicitors and counsel; and generally act in relation to any land held under the Land Acts as if the Trustee was the beneficial owner of any leases or licences forming part of the Trust Property;
- (p) To effect or to acquire by purchase gift or otherwise any policies of insurance of whatsoever nature or kind relating to property of whatsoever nature or kind or relating to any person or persons whomsoever and to keep up and keep valid and subsisting any policy of insurance of whatsoever nature or kind relating to any person or persons whomsoever and to pay out of capital or income at the Trustee's discretion the premiums thereon and to transfer assign surrender and/or mortgage any legal or beneficial interest in any policy of insurance and to accept with or without consideration any transfer assignment or mortgage of any legal or beneficial interest in any policy of insurance and to hold accept and deal with any interest whatsoever in any policy of insurance of the proceeds thereof;
- (q) For the purposes of repaying or rearranging mortgages or subdividing and/or improving any real or leasehold property or for commencing or carrying on or assisting any partnership or other business or assisting any company in which the Trust Property has an interest or for the purpose of making any purchase or investment or acquiring any asset authorised by these presents and for any other purpose whatsoever deemed by the Trustee to be in the interest of the Trust Property to borrow or raise either alone or in common with others or otherwise any moneys on mortgage or overdraft or otherwise (including power to purchase on terms) with or without security by way of mortgages charges instruments by way of security liens or securities over real and personal property of every kind and description from any person firm company bank or other corporation at such rate of interest and for such terms and generally on such conditions as the Trustee shall think fit and to sign and execute any mortgage deed agreement or other document in connection therewith and any person firm company bank or corporation lending money to the Trustee shall be in no manner concerned to enquire as to the application of such moneys or as to the purpose for which such moneys may be borrowed PROVIDED that the Trustee shall have no power to borrow on the security of or to give any mortgage or other security over Te Wherowhero Land;
- (r) To enter into or join in entering into any guarantees by the Trustee alone or together with any other person or persons or company the giving of which the Trustee shall consider to be in the interests of the Trust Property PROVIDED that any such guarantee shall be so limited as to preclude recourse to Te Wherowhero Land and to authorise any company in which the Trustee shall hold shares to enter into such guarantees or enter upon any other arrangement whatsoever which the Trustee shall deem to be in the interests of the Trust Property;
- (s) From time to time to renew or vary or rearrange upon such terms as the Trustee thinks fit any mortgages charges debts or overdrafts payable out of the Trust Property and guarantees given by the Trustee and also to renew vary or rearrange upon such terms as the Trustee thinks fit any mortgages charges or debts forming part of the Trust Property;
- (t) To start and subscribe to depreciation funds or other reserve funds for any purpose the Trustee may deem advisable;
- (u) To lend any money to any person on any terms subject to whatever conditions (if any) as to security or interest, or time for repayment as the Trustee thinks fit;
- (v) To agree and settle accounts with all persons firms or companies liable to account to the Trustee and to compromise all questions relating to the Trust Property and to grant effectual receipts discharges and releases;

- (w) To seek canvas for and attract donations grants legacies sponsorships and the like and to acquire by purchase gift assignment or otherwise any real or personal property of any nature or kind whatsoever and to transfer assign mortgage surrender or deal with the same in any manner thought desirable by the Trustee;
- (x) To employ and discharge any agents surveyors engineers solicitors accountants auditors and other persons as the Trustee may think fit and to pay such fees salary wages or other remuneration in every case as the Trustee may deem expedient and generally at its uncontrolled discretion instead of acting personally to employ and pay any person firm company or corporation to do any act of whatsoever nature relating to the trusts hereof including the receipt and payment of money without being liable for loss incurred thereby and any Trustee being a person engaged in any profession or business may be so employed to act and that person's firm shall be entitled to charge and receive all usual professional and other charges for work done by that Trustee or that Trustee's firm in connection with the trusts hereof including acts which the Trustee could have done personally;
- (y) To determine all questions arising with reference to these presents and the Trust Property and the administration thereof in case of any dispute or difference and the decision of the Trustee thereon shall be final and binding on all persons;

THIRD SCHEDULE
Advisory Committee
(constituted by clause 10)

1. Membership of Advisory Committee

- 1.1 An Advisory Committee of natural persons shall consist of such number of members as the Trustee shall from time to time determine. Each member shall be appointed and may be removed by resolution of the Trustee. The Trustee may but shall not be obliged to specify the term of each members appointment and may from time to time renew it. Where an Advisory Committee is a company incorporated under the Companies Act 1993 its directors shall be subject to the same provisions as to membership appointment and removal. In this schedule reference to a member of an Advisory Committee includes a director of an Advisory Committee which is a body corporate.
- 1.2 Co-opted members may be appointed by an Advisory Committee by resolution at any time. Notice of such resolution shall be given to the Trustee. Co-opted members may be removed by that Advisory Committee by resolution at any time and shall be removed by that Advisory Committee upon receiving written notice from the Trustee so to do at any time.
- 1.3 Each of the members of an Advisory Committee shall hold office until that member dies or resigns or his or her term of office comes to an end or he or she is removed from office by the Trustee or until in the opinion of the majority of the remaining members of the Advisory Committee (whose decision hereon shall be final and binding and notice whereof shall be given to the Trustee) the member has become unwilling or unable to act in the affairs of the Advisory Committee. Upon the happening of any of those events such member shall immediately cease to be a member of the Advisory Committee and notice shall be given to the Trustee.
- 1.4 Each co-opted member appointed by an Advisory Committee shall hold office from the date of appointment and for such term as is designated by that Advisory Committee at the time of making the appointment. Any appointment so made may at any time be varied or cancelled by resolution of that Advisory Committee notwithstanding the term of appointment has not expired.
- 1.5 Any co-opted member of an Advisory Committee who ceases to be a member for any reason other than in similar circumstances to those provided for in clause 1.3 may be reappointed.

2. Business of Advisory Committee

- 2.1 An Advisory Committee may act for all purposes stated in the Statement of Purpose (as defined in clause 10.1 of the Operative Part of this deed) notwithstanding any vacancies in its membership so long as the number of members is not reduced below 3. If its membership shall be reduced below 3 the existing members may act to call on the Trustee to fill up vacancies in its membership.
- 2.2 One-half of an Advisory Committee or three members of an Advisory Committee (whichever is the greater) present at any meeting of that Advisory Committee shall constitute a quorum.
- 2.3 Meetings of an Advisory Committee shall be held at such times and in such places as that Advisory Committee shall from time to time appoint. The chairman or any two members

of that Advisory Committee may at any time summon a meeting by post or by facsimile for any cause that seems to that person or them to be sufficient. A meeting may be held by means of audio, or audio and visual, communication by which all members of an Advisory Committee participating and constituting a quorum, can simultaneously hear each other throughout the meeting.

- 2.4 The first meeting of an Advisory Committee shall be summoned by the Trustee upon a date to be fixed by the Trustee.
- 2.5 A representative or representatives of the Trustee shall be entitled to be present at every meeting of an Advisory Committee and to speak to any item of business raised or discussed at such meeting but shall not be entitled to vote on any such matter.
- 2.6 Notice in writing of every meeting of an Advisory Committee shall be delivered to or sent through the post or by facsimile to each member and to the Trustee by some person acting under the direction of that Advisory Committee or under the direction of the person or persons summoning the meeting 7 clear working days at least before the date of the meeting.
- 2.7 Every notice of meeting shall state the place, day and hour of the meeting and so far as it is possible to do so the matters to be discussed at that meeting. It shall not be necessary to give notice of the meeting to any member for the time being absent from New Zealand. The accidental omission to give notice of a meeting to, or the non-receipt by, any member or the Trustee shall not invalidate the proceedings at that meeting.
- 2.8 Each Advisory Committee shall at its first meeting in each year (calculated from the date of the first meeting held pursuant to clause 2.4 or an anniversary thereof) elect one of their number to be chairman for the ensuing year. If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman for that meeting.
- 2.9 Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman for that meeting shall have a second or casting vote.
- 2.10 All acts done at any meeting of an Advisory Committee or by any person acting as a member thereof shall notwithstanding that there was some defect in the appointment of any member or person acting as aforesaid or that they or any of them have ceased to be a member be as valid and effectual as if every such person had been duly appointed and had not ceased to be a member of that Advisory Committee.

3. Resolutions

- 3.1 A resolution in writing (including a facsimile thereof) signed by all members of an Advisory Committee for the time being entitled to receive notice of a meeting shall be as valid and effectual as if it had been passed at a meeting of that Advisory Committee duly convened and held. A resolution may comprise one or more copies (or facsimiles) which may be signed by individual members. All signed copies shall together comprise the resolution. Every such resolution shall forthwith after its passing be entered in or pasted or otherwise permanently affixed in the minute book required to be kept under clause 3.2.
- 3.2 Each Advisory Committee shall cause a minute book to be provided and kept where the minutes of the appointment of members and all proceedings of that Advisory Committee, including details of all recommendations made to the Trustee, shall be entered and shall be signed by the chairman at the conclusion of the meeting or at some future meeting if duly confirmed.

4. Rules of conduct

- 4.1 Each Advisory Committee shall have full power from time to time to make rules and regulations for the conduct of its business not inconsistent with the provisions of this deed including this Third Schedule and such rules and regulations shall be binding on all persons affected thereby.

5. Notices

- 5.1 Every notice required to be given to members of an Advisory Committee or any of them shall be deemed to have been duly delivered to them if posted to them in a prepaid letter addressed to them at their respective last known place of abode or business or, in the case of facsimile communication, forthwith upon transmission.
- 5.2 Any notice which the Trustee may wish to give to an Advisory Committee may be given in the manner prescribed by clause 5.1 or to the Chairman for the time being of that Advisory Committee or if the Advisory Committee is a company delivered to its registered office and in any case shall be deemed to have been given to the whole of the Advisory Committee.

6. Interested Member of Advisory Committee Voting

- 6.1 A member of an Advisory Committee may be counted in the quorum and may vote in respect of any contract or arrangement or proposed distribution or recommendation or any other proposal in which the member has directly or indirectly a material interest but shall declare that interest to the other members.

7. Modification of Third Schedule

- 7.1 The Trustee may from time to time after consulting with each Advisory Committee revoke, add to, amend or alter this Third Schedule or any part thereof for the time being existing but so that no revocation, addition, amendment or alteration shall conflict with the objects of the Trust.

FOURTH SCHEDULE

Hapuu of Waikato-Tainui

Ngaikai	Ngaati Puhiawe
Ngaati Tamaaoho	Ngaati Mahuta (North)
Ngaati Koheriki	Ngaati Mahuta (South)
Ngaati Te Ata	Ngaati Te Wehi
Te Aakitai	Ngaati Whawhaakia
Ngaati Paretauaa	Ngaati Kuiaarangi
Ngaati Tiipaa	Ngaati Tai
Ngaati Aamaru	Ngaati Maahanga
Ngaati Naho	Ngaati Tamainupo
Ngaati Hine	Ngaati Wairere
Ngaati Taratikitiki	Ngaati Makirangi
Ngaati Pou	Ngaati Koroki
Ngaati Ruru	Ngaati Raukawa ki Panehakua
Ngaati Werokoko	Ngaati Tahinga
Ngaati Paretekawaa	Ngaati Aapakura
Ngaati Ngutu	Ngaati Hauaa
Ngaati Hikairo	

FIFTH SCHEDULE

Marae in existence at the date of this Deed

REG YEAR	HAPUU	MARAÉ
1. 1970	Ngaati Tamaaoho Ngaati Koheriki Ngaitai	Whaataapaka
2. 1967	Ngaati Tamaaoho	Mangatangi
3. 1963	Ngaati Korokii	Maungatautari
4. 1964	Ngaati Korokii	Poohara
5. 1972	Ngaati Apakura	Kahotea
6. 1982	Ngaati Apakura	Hiiona
7. 1963	Ngaati Apakura/ Ngaati Ngutu	Te Koopua
8. 1959	Ngaati Hauaa	Rukumoana
9. 1962	Ngaati Hauaa	Te Iti-a-Hauaa
10. 1955	Ngaati Hauaa	Kai-a-te-Mata
11. 1939	Ngaati Hauaa	Waharoa (Raungaiti)
12. 1969	Ngaati Maahanga	Te Papaorotu
13. 1947	Ngaati Maahanga	Araamiro (Kaharoa)
14. 1964	Ngaati Maahanga	Omaero
15. 1964	Ngaati Maahanga	Makomako
16. 1964	Ngaati Maahanga- Hourua	Te Papatapu
17. 1962	Ngaati Whaawhaakia	Kaitumu
18. 1962	Ngaati Whaawhaakia	Te Kauri*
19. 1962	Ngaati Whaawhaakia	Te Ohaaki
20. 1976	Ngaati Mahuta	Taupiri
21. 1960	Ngaati Mahuta	Taniwha
22. 1963	Ngaati Mahuta	Makaurau
23. 1981	Ngaati Mahuta	Aaruka
24. 1965	Ngaati Mahuta	Te Kooraha
25. 1964	Ngaati Mahuta	Waahi
26. 1962	Ngaati Mahuta	Maketuu
27. 1992	Ngaati Mahuta	Te Puea
28. 1979	Ngaati Hine	Horahora
29. 1961	Ngaati Hine	Waikare
30. 1959	Ngaati Naho/Taratikitiki	Maura
31. 1974	Ngaati Tahinga	Ooraeroa
32. 1961	Ngaati Tahinga	Te Aakau
33. 1983	Ngaati Tahinga	Waikaretuu
34. 1961	Ngaati Tahinga	Pukerewa

35. 1964	Ngaati Tahinga	Poihaakena
36.	Ngaati Tahinga	Opuatia
37. 1955	Ngaati Te Ata	Rereteewhioi
38. 1967	Ngaati Te Ata	Tahunakaitoto*
39. 1963	Ngaati Paretekawa Ngaati Ngutu	Mangatoatoa
40. 1964	Ngaati Wairere	Hukanui
41. 1950	Ngaati Wairere	Tauhei*
42. 1950	Ngaati Hikairo/Puhiawe	Waipapa
43. 1960	Ngaati Apakura	Mookai Kainga
44. 1950	Ngaati Mahuta	Tuurangawaewae
45. 1967	Ngaati Te Wehi	Ookapu
46. 1932	Ngaati Ruru	Paaraawera
47. 1964	Ngaati Raukawa	Aotearoa
48. 1966	Ngaati Raukawa	Owairaka
49.	Ngaati Raukawa	Ngaatira
50.	Ngaati Raukawa	Poutuu
51. 1946	Ngaati Tiipaa	Tauranganui
52. 1970	Ngaati Tiipaa	Ngaataierua
53. 1975	Ngaati Tiipaa	Te Kotahitanga
54. 1934	Ngaati Tamainupo	Waingaro
55. 1989	Te Aakitai/Paretauaa	Puukaki
56. 1983	Ngaati Ngutu	Puurekireki
57. 1962	Ngaati Ngutu	Raakaunui
58. 1964	Ngaati Aamaru	Te Awamaarahi
59. 1942	Ngaati Te Wehi	Tangirau
60.	Ngaitai	Umupuia
61.	Ngaati Te Ata/Tamaoho	Ngaa Hau e Whaa
62.	Ngaati Makirangi	Hoe-o-Tainui
63. 1959	Ngaati Maniapoto	Te Tokanganui-a-Noho

* These marae declined to sign the mandate authorisation form.

SIXTH SCHEDULE

Initial Trust Property

2 million \$1 shares in Maori Development Corporation Ltd

ATTACHMENT 8

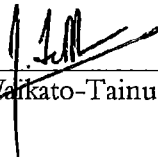
VALUATION METHODOLOGY

This cover page and the attached 14 pages are Attachment 8 to the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995. (Reference: Clause 18)

Signed by the parties' representatives:



for Her Majesty the Queen



for Waikato-Tainui

ATTACHMENT 8

Valuation Methodology

1. OBJECT

This Attachment outlines the process to be followed, the factors to be considered and the methodology to be adopted in determining in the Transfer Value of the Settlement Land and the Improved Land and the initial rental of the Leases for the purposes of the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995. The parties record their intention that the procedure outlined in this Attachment should apply in all cases unless the parties agree otherwise in any particular case.

2. DEFINITIONS AND INTERPRETATION

2.1. In this Attachment, unless the context otherwise requires:

"Arbitrator" means the person appointed as Arbitrator to determine the Market Value of any Property pursuant to paragraph 3.12;

"Chattels" means fittings, plant, equipment, livestock or other chattels;

"Commencement Date" means the later of the date which OTS and the Land Holding Trustee agree as being the date on which the valuation process for a Property should commence and which is recorded in the agreed valuation timetable set out in Appendix 3 as it may be amended from time to time by agreement between OTS and the Land Holding Trustee and the date which is 2 Business Days after the date on which the terms of the Lease of the Property (other than value or rental) are agreed or determined under clause 7 of the Deed;

"Deed" means the Deed of Settlement referred to in paragraph 1;

"Improvements" in relation to any land, means all work done or material used at any time on or for the benefit of the land by the expenditure of capital or labour by any owner or occupier thereof in so far as the effect of the work done or material is to increase the value of the land and the benefit thereof is unexhausted at the time of valuation;

Provided that work done or material used on or for the benefit of the land by the expenditure of capital or labour by any owner or occupier thereof in the provision of roads or streets, or in the provision of water, drainage, or other amenities in connection with the subdivision of the land for building purposes shall not be deemed to be improvements on that land or any other land:

Provided also that work done on or for the benefit of the land by any owner or occupier therein in:

- (a) the draining, excavation, filling, or reclamation of the land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
- (b) the grading or levelling of the land or the removal of rocks, stone, sand, or soil therefrom; or
- (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
- (d) the alteration of soil fertility or of the structure of the soil; or
- (e) the arresting or elimination of erosion or flooding;

shall not be deemed to be improvements on that land or on any other land;

"Market Rental" means the estimated amount at which an asset would lease, at a specified date and subject to specific lease terms and conditions, by a willing lessor to a willing lessee in an arms length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

In applying this definition to any Property the following matters must be taken into account:

- (a) the explanatory notes setting out the conceptual framework of each element of the definition which appear in Appendix 1;
- (b) the terms and conditions of the Lease of the Property including, in particular, the provisions relating to the factors to be taken into account in relation to rent reviews;
- (c) the rental is to be a GST exclusive figure;

"Market Value" has the meaning which has been adopted for that term by the International Valuation Standards Committee and the New Zealand Institute of Valuers, which is:

"Market Value" is the estimated amount for which an asset should exchange, on the date of valuation, between a willing buyer and a willing seller, in an arms length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.

In applying this definition to any Property, the following matters must be taken into account:

- (a) the explanatory notes setting out the conceptual framework of each element of the definition which appear in Appendix 2;
- (b) the terms and conditions of transfer of the Property including any warranties given or not given in respect of a Property;
- (c) the special factors set out in paragraph 4 to paragraph 7 where they are relevant; and

- (d) the terms of any lease of the Property and any rehabilitation obligations specified in the terms of transfer or Lease for any Property;
- (e) any encumbrances or interests affecting or benefitting the Property appearing on the title to the Property or as disclosed in writing by the Vendor Agency;
- (f) the value is to be a GST exclusive figure;

"Non-Objector" means, in a case where only the Vendor agency has registered an objection under paragraph 3.3, the Land Holding Trustee, and in a case where only the Land Holding Trustee has registered an objection under paragraph 3.3, the Vendor Agency;

"Objector" means, the party or parties which register an objection under paragraph 3.3;

"OTS" means the Office of Treaty Settlements or any other department or agency of the Crown which assumes the functions of OTS in the future;

"OTS Valuation Report" means the valuation report prepared by the OTS Valuer;

"OTS Valuer" means the Registered Valuer appointed by OTS in accordance with paragraph 3.1;

"Property" means the relevant parcel of Settlement Land or Improved Land (including the Improvements forming part of the Improved Land). However, where certain parcels are shown in Attachment 2 or Attachment 3 to the Deed as a group of parcels which must be taken or rejected on a portfolio basis, "Property" means all the parcels in that portfolio. Where the relevant parcel or portfolio is to be transferred to the Land Holding Trustee subject to a lease to the Vendor Agency or is otherwise subject to a lease, "Property" will, where the context requires, mean the lessor's interest in that parcel or portfolio. Where any Chattels which are situated on or in land are to be transferred with any parcel of Improved Land as part of a going concern or as an integral part of the transaction, those Chattels will be treated as part of the property for the purposes of this Attachment. For the avoidance of doubt, any parcel of Settlement Land includes the matters referred to in subparagraphs (a)-(e) of the second proviso to the definition of "Improvements" set out above;

"Registered Valuer" means a person who is registered under the Valuers Act 1948 (or any statute which replaces the Valuers Act 1948) and who holds a current practising certificate;

"Ruakura Farmland" means the land described in CT 53C/663, CT 53C/665 and CT 53C/659 (South Auckland Registry) less the areas of 47 hectares and 35 hectares described in the guide to Attachment 3;

"Vendor Agency" means in the case of any Settlement Property which is shown in Attachment 2 or Attachment 3 to the Deed as being owned by a

department or agency of the Crown or by a Crown Body, that department, agency or Crown Body.

2.2 Unless the context requires otherwise:

2.2.1 References to clauses and Attachments are to clauses of, and Attachments to, the Deed and references to paragraphs and Appendices are to paragraphs of, and Appendices to, this Attachment;

2.2.2 Any terms defined in clause 34 of the Deed which are not defined in this Attachment have the same meanings in this Attachment and the rules of interpretation set out in clause 35 of the Deed apply to this Attachment;

2.2.3 Where any reference is made in this Attachment to the Land Holding Trustee, that reference will, in the period prior to the establishment of the Land Holding Trust, be deemed to be a reference to the Trust Board and the Land Holding Trustee will be bound by any act or omission of the Trust Board during such period.

3. PROCESS

The following procedure must be followed in assessing the Market Value of any Property, unless OTS and the Trust Board agree otherwise in writing in respect of any Property:

3.1 At the Commencement Date, OTS will appoint a Registered Valuer to assess the Market Value of the Property. OTS must ensure that the terms of appointment of the OTS Valuer require him or her to prepare a valuation report which includes the assessment of Market Value of the Property and to deliver the OTS Valuation Report to OTS, within 20 Business Days of his or her appointment. OTS will serve copies of the OTS Valuation Report on the Vendor Agency and the Land Holding Trustee as soon as possible after it receives it, and in any event not later than 22 Business Days after the Commencement Date.

3.2 Time shall be of the essence in relation to all stipulations as to time in this Attachment unless OTS, the Vendor Agency and the Land Holding Trustee agree otherwise in writing.

3.3 If the Vendor Agency or the Land Holding Trustee is not in agreement with the assessment of Market Value in the OTS Valuation Report, it must register its objection with OTS and notify the other not more than 10 Business Days after the expiry of the 22 Business Day period referred to in paragraph 3.1.

3.4 If neither the Land Holding Trustee nor the Vendor Agency registers an objection with OTS within the 10 Business Day period referred to in paragraph 3.3, the Market Value of the Property assessed by the OTS Valuer will, subject to paragraph 8 in the case of Ruakura Farmland, be the Transfer Value of the Property for the purposes of this Deed.

- 3.5 If the Land Holding Trustee or the Vendor Agency registers an objection, the Objector must serve on OTS and the Non-Objector a current Registered Valuer's report containing an assessment of the Market Value of the Property, based on the valuation methodology set out in this Attachment, not more than 15 Business Days after registering an objection. If it fails to do so, its objection will become void and, unless there has been more than one objection, paragraph 3.4 will apply as if no objection had been made.
- 3.6 The Non-Objector may also serve on OTS a Registered Valuer's report based on the valuation methodology set out in this Attachment within 15 Business Days of being served notice of the objection if it wishes to do so, in which case it will also be treated as objecting. If the Non-Objector does so, then it must serve a copy of the Registered Valuer's report on the Objector within the same 15 Business Day period.
- 3.7 In order to facilitate a speedy resolution, where the assessments of Market Value of the Property in the reports of the Registered Valuers appointed by the Objector or Objectors and, where relevant, the Non-Objector, are within 5% or \$500,000 (whichever is the lesser amount) of the assessment of Market Value made by the OTS Valuer, then the Market Value of the Property assessed by the OTS Valuer will, subject to paragraph 8 in the case of Ruakura Farmland, be the Transfer Value of the Property for the purposes of this Deed.
- 3.8 Where an assessment of Market Value by a Registered Valuer appointed by an Objector or the Non-Objector differs by more than 5% or \$500,000 (whichever is the lesser amount) from the assessment of Market Value by the OTS Valuer, OTS will act as a mediator in an endeavour to resolve any differences to the satisfaction of all parties. OTS may request further information in support of the valuation reports of the Registered Valuer appointed by the Objector or the Non-Objector and the Objector and Non-Objector must comply with any such request forthwith. The Objector or the Non-Objector may request that OTS request further information which is relevant to the valuation on its behalf. OTS will comply with any reasonable request of the Objector or the Non-Objector and will provide the information it receives in response to any request OTS makes to the other party as soon as possible. Mediation between the Objector and the Non-Objector will proceed on the basis that OTS, the Objector and the Non-Objector will make full disclosure of all relevant information to all parties.
- 3.9 If the differences are resolved to the satisfaction of the parties, OTS will request from both the Vendor Agency and the Land Holding Trustee a written acknowledgement that they agree on a specified Market Value for the Property. If the Vendor Agency and the Land Holding Trustee serve such a written acknowledgement on OTS not more than 20 Business Days after the service on OTS of the Objector's valuation report which contained an assessment of Market Value which differed by more than 5% or \$500,000 from the assessment of Market Value by the OTS Valuer was served on OTS, then the Market Value of the Property contained in the written acknowledgements will, subject to paragraph 8 in the case of Ruakura Farmland, be the Transfer Value of the Property for the purposes of this Deed.

- 3.10 If OTS does not receive written acknowledgements of an agreed Market Value from both the Vendor Agency and the Land Holding Trustee within the 20 Business Day period referred to in paragraph 3.9, OTS must refer the difference or dispute to an Arbitrator to be appointed pursuant to paragraph 3.12.
- 3.11 If paragraph 3.10 applies, OTS must serve on the Vendor Agency and the Land Holding Trustee notice that the difference or dispute has been referred for determination by the Arbitrator within 5 Business Days after the expiry of the 20 Business Day period referred to in paragraph 3.9.
- 3.12 OTS must, in the notice it gives under paragraph 3.11, nominate a Registered Valuer to be the Arbitrator. Such Registered Valuer must be a person who is a member of the panel referred to in paragraph 3.21. If the Land Holding Trustee or the Vendor Agency does not accept the person nominated by OTS, it must serve on OTS within 2 Business Days notice of that objection. If neither the Land Holding Trustee nor the Vendor Agency serves on OTS a notice of objection within the 2 Business Days referred to above, the Registered Valuer nominated by OTS will be appointed as the Arbitrator by OTS. If a notice of objection is served on OTS within the 2 Business Days referred to above, OTS will immediately request the President for the time being of the Institute of Valuers Inc or its successor to appoint as sole arbitrator any one of the Registered Valuers who are members of the panel referred to in paragraph 3.21 (but the appointee must not be the OTS Valuer or any member of the panel who otherwise has a conflict of interest). OTS will request that such appointment be made within 5 Business Days after the date of OTS's request.
- 3.13 As soon as the Arbitrator accepts appointment, he or she shall serve notice on the Vendor Agency and the Land Holding Trustee of his or her acceptance and shall, in doing so, indicate that he or she will make his or her determination within 35 Business Days after the date of such notice.
- 3.14 Within 5 Business Days after service of the notice referred to in paragraph 3.13, the Arbitrator must convene a meeting of the parties and their respective Registered Valuers, at a venue to be decided by the Arbitrator.
- 3.15 That meeting must take place within 20 Business Days after the acceptance of appointment by the Arbitrator. The Arbitrator's notice of the meeting must include a request by the Arbitrator to OTS, the Vendor Agency and the Land Holding Trustee that they forward to the Arbitrator all information relating to the assessment of the Market Value of the Property which is in their possession. OTS, the Vendor Agency and the Land Holding Trustee must ensure that this information is provided to the Arbitrator at least 5 Business Days prior to the date of the meeting.
- 3.16 The information sent to the Arbitrator by OTS, the Vendor Agency and the Land Holding Trustee must constitute no more than the information already provided to OTS by the Vendor Agency and the Land Holding Trustee and the reports of the OTS Valuer and the Registered Valuers appointed by the Objector and, where relevant, the Non-Objector. No new information is to be supplied to or considered by the Arbitrator prior to or at the meeting.

- 3.17 At the meeting, the Arbitrator will establish a procedure and give each party the right to examine, cross examine and re-examine the Registered Valuers appointed by the other parties in relation to the information provided to the Arbitrator, and subject to paragraph 3.16, otherwise have regard to the requirements of natural justice and the conduct of the meeting.
- 3.18 The meeting shall proceed only on the basis that the Arbitrator is to hear evidence from the Registered Valuers appointed under the procedure described in this Attachment.
- 3.19 The Arbitrator will then determine the Market Value of the Property within 15 Business Days after the conclusion of the meeting.
- 3.20 Once the Arbitrator has determined the Market Value he or she must serve notice on OTS, the Vendor Agency and the Land Holding Trustee of his or her decision. The Market Value of the Property determined by the Arbitrator will, subject to paragraph 8 in the case of Ruakura Farmland, be the Transfer Value of the Property for the purposes of this Deed.
- 3.21 The determination of the Arbitrator will be final and binding on the parties, and the persons claiming under them. No party will have any right of appeal against, or review of the decision of the Arbitrator in relation to any matter of fact or law or procedural irregularity or any other grounds other than misconduct by the Arbitrator.
- 3.22 The Arbitrator must not make an interim decision.
- 3.23 Notwithstanding any other provision in this paragraph 3, the Arbitrator may, if he or she thinks fit, prescribe an alternative procedure for determining the matters in dispute so long as it does not cause the determination to be delayed to a date which is later than 35 Business Days after the Arbitrator accepts appointment or any later date agreed by all parties and does not limit the rights of the parties referred to in paragraph 3.17.
- 3.24 OTS will, in conjunction with the Land Holding Trustee, establish a panel of not less than 6 Registered Valuers who are independent, sufficiently qualified and experienced to be considered experts in the area of property valuation who are ready, willing and able to act as Arbitrators. The panel must be made up in the following way. OTS may appoint 3 such Registered Valuers in consultation with the Land Holding Trustee. The Land Holding Trustee may appoint 3 such Registered Valuers in consultation with the OTS. OTS and the Land Holding Trustee will both be required to have discharged their obligation to consult, and appoint Registered Valuers under this provision within 20 Business Days after the date of the execution of the Deed. If either of them fails to do so, the panel will consist only of the persons appointed by the other until the party which has failed to consult and appoint does so.
- 3.25 From time to time and as the need arises the parties shall appoint replacements to the panel constituted under paragraph 3.23.

- 3.26 Where any Property is to be transferred to the Land Holding Trustee subject to a Lease (other than a lease to a party other than the Vendor Agency in respect of which a contract rental already exists), the initial rental pursuant to that Lease for the purposes of this Deed will be the Market Rental assessed by the party who finally determines the Market Value of that Property which is specified in the calculation of such Market Value.
- 3.27 Each party shall bear its own costs in connection with the process set out in this Attachment and the costs of the Arbitrator and the costs of the hire of a venue for the meeting referred to in paragraph 3.17 (if any) shall be borne by the Vendor Agency and the Land Holding Trustee equally. However, in appropriate cases, the Arbitrator may award costs against any party where the Arbitrator considers that it would be just to do so on account of the party's unreasonable conduct.
- 3.28 OTS, the Land Holding Trustee and the Vendor Agency each acknowledge that they are required to use reasonable endeavours to ensure the process outlined in this Attachment operates in the manner, and within the timeframes, specified in this Attachment.
- 3.29 In the event that the procedure outlined in this paragraph 3 is delayed through any event (such as the death or incapacity of any Registered Valuer or the Arbitrator), OTS, the Land Holding Trustee and the Vendor Agency will use reasonable endeavours to, and co-operate with each other to, minimise the delay.

4. SPECIAL PROVISIONS RELATING TO THE DETERMINATION OF THE MARKET VALUE OF PROPERTIES WHICH ARE TO BE TRANSFERRED SUBJECT TO A LEASE BACK TO THE VENDOR AGENCY

- 4.1 Where a Property which is a parcel or portfolio of Settlement Land which is to be transferred to the Land Holding Trustee subject to a Lease to the Vendor Agency, the determination of the Market Value of the Property will be undertaken by the following sequential process:
- (i) Calculate the Market Value of the Property disregarding any proposed new lease arrangements;
 - (ii) Calculate the Market Rental of the Property having regard to paragraph 4.1(i) and the terms and conditions of the proposed new leasing arrangement (which will be payable under the Lease in accordance with paragraph 3.26);
 - (iii) Calculate the Market Value of the lessor's interest in the Property having regard to market evidence and the factors specified in paragraph 5 which are relevant to the particular lease.
- 4.2 Where a Property which is a parcel or portfolio of Improved Land which is to be transferred to the Land Holding Trustee subject to a Lease to the Vendor Agency, the determination of the Market Value of the Property will be undertaken by the following sequential process:

- (i) Calculate the Market Rental of the Property (which will be payable under the Lease in accordance with paragraph 3.26);
- (ii) Determine the Market Value of the lessor's interest having regard to market evidence, the Market Rental of the Property and the other terms of the Lease and the factors specified in paragraph 5 which are relevant.

5. DETERMINATION OF LESSOR'S INTEREST

In any case where the Market Value of the lessor's interest is to be determined under this Attachment, any valuer and the Arbitrator will have regard to the following factors, or where he or she considers any factor to be irrelevant, will provide reasons for that view:

- 5.1 Market Value of the Property (on the assumption that it is unencumbered by lease)
- 5.2 Market Rental of the Property
- 5.3 Actual rental under the lease of the Property
- 5.4 Expected inflation and growth in property values and rentals
- 5.5 Cost of capital
- 5.6 Term and conditions of lease and frequency of rent review
- 5.7 Investment yields derived from the sale of comparable lessor's interests in open market transactions

It is recognised that special factors arise when considering the Market Value of the lessor's interest in Glasgow leases (or perpetually renewable leases) and long term terminating leases. In calculating the lessor's interest applicable to each type of lease, either as a single parcel or in a portfolio of leases, valuers should explicitly state their assumptions as to inflation, anticipated growth in land or property prices and market rental rates. Of particular significance to the calculation will be the investment rate required and valuers should endeavour to justify their required investment rate assumptions in relation to all the factors surrounding the nature of the investment, with primary weight given, where available, to the analysis of market evidence.

6. IMPROVEMENTS

Where ground leases are to be established, the definition and treatment of Improvements may be significant in relation to the issue of compensation at the end of the lease. Leases will contain provisions dealing with the specific ownership of maintenance of, and compensation for Improvements. Where compensation is a part of lease terms, it should be in respect to the added value (positive or negative) which those Improvements give to the market value of the land, on a total site basis.

7. PROPERTY PORTFOLIOS

Where a group of Properties are offered on a portfolio basis the Vendor Agency offers and the Land Holding Trustee will accept those Properties on a total basis. Any valuer and the Arbitrator should consider whether such an arrangement would cause a price effect on the Market Value of the portfolio as compared with the sum of the values of the individual parts.

Valuations should describe the assumptions in relation to any price effect resulting from the formation of portfolios as compared with the Market Value of the individual parts.

8. REVIEW

8.1 The Transfer Value for Ruakura Farmland will be calculated by applying the following formula:

$$\frac{a \times b}{c}$$

where:

- a = the Market Value of Ruakura Farmland determined pursuant to paragraph 3;
- b = the CPI figure most recently published prior to the date on which the transfer of Ruakura Farmland is required to take place; and
- c = the CPI figure most recently published prior to the date on which the Market Value of Ruakura Farmland was determined. However, if the base with reference to which the CPI is calculated is changed between the date referred to in "b" and the date referred to in "c", then "c" will be the CPI figure most recently published prior to the date on which the Market Value of the relevant Property was determined, recalculated with reference to the same base as the base with reference to which the CPI figure referred to in "b" is calculated.

8.2 For the purposes of paragraph 8.1, "CPI" means the consumer price index published by Statistics New Zealand (or any successor body or organisation) on a quarterly basis. If such index ceases to be published on a quarterly basis or the basis of calculation of the index is fundamentally changed (other than by altering the applicable base with reference to which index figures are calculated so as to make it inappropriate in the circumstances, then "CPI" will mean such index as the Crown and the Land Holding Trustee may agree or, failing such agreement, as may be determined by an independent expert with appropriate qualifications and expertise appointed for the purpose by the Crown and the Land Holding Trustee or, failing agreement between the Crown and the Land Holding Trustee, by the President for the time being of the New Zealand Society of Accountants.

9. SERVICE OF NOTICES

All notices and other communications required to be served on any party under this Schedule must be served in the same manner as required under clause 27 of the Deed and that clause will apply with any necessary modifications.

APPENDIX 1

(Definition of "Market Rental")

Explanatory Notes

- (a) "The estimated amount" refers to a money price upon which the Market Rental transaction should be based. It is measured as the most probable rental for the asset considering all other elements of definition, rather than a price inflated or deflated by special or unusual creative financing unless such financing sets market levels, or special considerations or concessions granted by anyone associated with the leasing.
- (b) "an asset would lease" refers to the fact that the asset's rental assessment is an estimated or forecasted amount rather than an actual market transaction. It is the rent which the market expects the transaction would occur in keeping with other elements of the definition.
- (c) "at a specified date" specifies that the estimated rent is time specific. Because markets and market conditions are subject to a continual change, a properly rendered rental assessment is appropriate as of that point in time but may not be appropriate at another time.
- (d) "subject to the specific lease terms and conditions" specifies that the rental assessment is dependent upon a set of terms and conditions [including any specific use provisions,] defined within a lease document. This document provides the framework of the agreement between the lessor and the lessee forming the foundation of the market rent.
- (e) "between a willing lessee and a willing lessor" recognises the basic market conditions; there must be a lessee and lessor for a market to be identified. In usual market circumstances a sufficient number of lessees and lessors are available and in a Market Rental estimate are assumed to have typical market knowledge and an understanding of the uses for which an asset has been created and how it can be best employed. In these instances where either lessors or lessees are limited in number, a restricted market may exist in which the valuer should make reasonable commercial judgments as to the level of rental which would be agreed between a willing lessor and a willing lessor for the land and (where appropriate) Improvements.
- (f) "in an arms length transaction" eliminates from consideration a transaction in which the relationship of the parties or other special dealings would establish a transaction that is not typical of others within the valued property's market. A Market Rental transaction is one in which each party operates independently of the other.
- (g) "wherein the parties had each acted knowledgeably and prudently" presumes that both the lessee and lessor are reasonably informed and that both will act in a way which demonstrates their knowledge of the property, its markets, and normal alternatives that are available to each party [including any higher uses to which the property could be put]. Each will act for self interest using that knowledge.
- (h) "and without compulsion" establishes a market situation in which each party is motivated to undertake the transaction, but neither is forced or unduly coerced to compete it.

APPENDIX 2

(Definition of "Market Value")

Explanatory Notes

- (a) "The estimated amount" refers to a price, normally in terms of money, upon which the Market Value transaction should be based. It is measured as the most probable price for the asset considering all other elements of the definition, rather than a price inflated or deflated by special or unusual creative financing unless such financing sets market levels, or special consideration or concessions granted by anyone associated with the sale.
- (b) "an asset should exchange" refers to the fact that the valuation of an asset is an estimated or forecasted amount rather than an actual sale transaction. It is the price at which the market expects that a transaction would occur in keeping with other elements of the definition.
- (c) "on the date of valuation" specifies that the estimated value is time specific. Because markets and market conditions are subject to continual change, a properly rendered valuation is appropriate as of that point in time, but may not be appropriate at another time.
- (d) "between a willing buyer and a willing seller" recognises the basic market condition; there must be a buyer and a seller for a market to be identified. In usual market circumstances, a sufficient number of buyers and sellers are available, and in a Market Value estimate they are assumed to have typical market knowledge and an understanding of the uses for which the asset has been created and how it can be best employed. In instances where either buyers or sellers are limited in number, a restricted market condition may exist, in which case the valuer should proceed to make a reasonable commercial judgment on the impact which these conditions would have on the market value of the owner's or lessor's interest in the land (and improvements).
- (e) "in an arms length transaction" eliminates from consideration a transaction in which the relationship of the parties or other special dealings would establish a transaction that is not typical of others within the valued property's market. A Market Value transaction is one in which each party operates independently of the other.
- (f) "wherein the parties had each acted knowledgeably and prudently" presumes that both the buyer and the seller are reasonably informed and that both will act in a way which demonstrates their knowledge of the property, its markets, and normal alternatives that are available to each party. Each will act for self-interest using that knowledge.
- (g) "and without compulsion" establishes a market situation in which each party is motivated to undertake the transaction, but neither is forced to unduly coerced to complete it.

APPENDIX 3

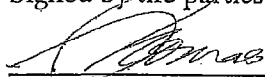
Valuation Timetable		Valuation Start Date												
		1995					1996							
		june	july	aug	sept	oct	nov	dec	jan	feb	mar			
AgR 4 Dairy	AgR 3													
CYPS	GPS 1,2,3		■											
WAH Ground Leases	Refer Scheds			■										
WAH other	Refer Scheds			■										
Polytech Campus	Poly 1				■									
University Campus	Uni 1				■									
Ham CBD	R1Hamcbd			■										
non CBD	R2,3,4's			■										
other	R5,6's			■										
Court Houses	Courts (individ)					■								
Major Court Houses	Courts (individ)					■								
Court House	Courts (individ)					■								
Corrections	Correct (individ)					■								
NZ Post CPO strata title	NZ Post (individ)					■								
NZ Post other properties	NZ Post (individ)					■								
ECNZ Huntly Power Station	ECNZ					■								
ECNZ Meremere A & B	ECNZ					■								
CYPS instlts & homes	CYPS (indiv)							■						
Police Stations	Police (individ)							■						
AgR Ruakura Campus	AgR 1				■									
Kauwhata	AgR 4				■									
Town Forests Onewhero	CF 2								■					
Local Corp Other leaseback	(refer scheds)								■					
Local Blands 20hc	Hort 1								■					
Local Blands 8hc & Te Kauwhata	Hort(individ)								■					
Local deer	LC 2				■									
Local dairy	LC 3				■									
Local Ruakura	Hort 1				■									
Local Downs	LC 1				■									
ECNZ Houses Meremere	ECNZ 2							■						
AgR others	AgR 5,6,7							■						
Local & Food Pukekohe	CRF 1							■						
Local Surplus	LC 4							■						
CYPS Surplus	CYPS (indiv)							■						
Local CoalCorp Ohinewai	CC2							■						
Local ED houses	NZED 1							■						
Local Police Surplus	Police (individ)							■						
ECNZ Houses Huntly (good)	ECNZ 1							■						
AgR Ruakura Farm	AgR 2				■									
Local Education other	Education (individ)								■					
Local All properties	TPK 1,2								■					
WAH farm land	WHLGF,WHLOF			■										
Local Defence	Army Hall									■				
Local Education houses	EDU 1									■				
Local Corp Surplus	Csurplus									■				
Local Corp Regional Office	Cregoff									■				
Local Town Forests Maramarua	CF 1									■				
Local Ways	Beacon									■		■		
ECNZ Houses Huntly (sub)	ECNZ 1a									■				
Local CoalCorp subsidence house	CC1									■				
ECNZ subsidence	ECNZ									■				
Local Corp Maramarua	Maramarua									■				
Local Town/Dosli subsidence houses	CD1									■				

ATTACHMENT 9


RELATIVITY MECHANISM

This cover page and the attached 6 pages are Attachment 9 to the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995. (Reference: Clause 16.1)

Signed by the parties' representatives:



for Her Majesty the Queen



for Waikato-Tainui

ATTACHMENT 9

Relativity Mechanism

1. Interpretation

1.1 In this Attachment, unless the context otherwise requires:

“Additional Waikato-Tainui Redress Amount” means the sum of any payments made pursuant to *paragraph 4*;

“Calculation Date” means an annual date as at which a calculation is made under *paragraph 2* or *paragraph 4*, being 31 December of the relevant Crown Financial year;

“Claim Redress Amount” in respect of any Historical Claim (other than those referred to in *paragraph 1.2.1* and *paragraph 1.2.2*) means, amounts expended by the Crown in respect of the redress provided for any such claim as shown in the Crown's financial statements for the relevant year, as certified by the Audit Office. However, the following amounts shall be excluded from the Claim Redress Amount:

(a) payment of interest at Government Stock or similar commercial rates;

(b) the value of any redress to the extent to which the redress can reasonably be regarded as redress under Article III of the Treaty of Waitangi and not under Article II of the Treaty of Waitangi;

(c) any redress which is of a nature that a commercial value is not normally attributed to it (for example, a right to participate in the management of publicly owned assets, or a right of first refusal over assets);

(d) any redress provided by the Crown where the redress is returned to the Crown by the claimant or claimants by way of gift;

(e) any Additional Waikato-Tainui Redress Amount and any additional redress provided to any other claimants under relativity provisions (if any) in the deed of settlement or equivalent settlement document with such claimants which are similar to this Attachment.

“Corporate Tax Rate” means the rate of income tax payable by New Zealand resident companies on their assessable income under New Zealand tax legislation in the relevant year. Where that rate changes during the relevant year, the Corporate Tax Rate will be the average of the rates calculated by reference to the proportion of the year for which each rate applied during that year;

“Crown Financial Year” means a period ending on 30 June in any year;

“Deed” means the Deed of Settlement between Her Majesty the Queen in right of New Zealand and Waikato-Tainui dated 22 May 1995;

“CPI” means the consumers price index (All Groups) published by Statistics New Zealand (or any successor body or organisation) on a quarterly basis. If such index ceases to be published or the basis of calculation of the index is fundamentally changed so as to make it inappropriate in the circumstances, then “CPI” will mean such index as the Crown and the Land Holding Trustee may agree, or failing such agreement, as may be determined by an independent expert with appropriate qualifications and expertise appointed for the purpose by the Crown and the Land Holding Trustee or, failing agreement between the Crown and the Land Holding Trustee, by the President for the time being of the New Zealand Society of Accountants or its successor body;

“Government Stock Rate” means the average of reported bid rates for 5 year Government Stock at the close of business on the last Business Day of every week in the year ended 30 June in any year. The reported bid rate shall be calculated by taking the reported bid rates for Government Stock with the nearest maturity date below 5 years after the 30 June date and the nearest maturity date above 5 years after the 30 June date and calculating a weighted average rate. The reported bid rate or rates will, for the purposes of this definition be the rate or rates reported by an independent agency as reflecting the then market rate or rates. If there is any dispute between the parties as to the reported rate or rates, the dispute will be referred for determination to an independent expert with appropriate qualifications and expertise appointed for the purpose by the Crown and the Land Holding Trustee or, failing agreement, by the President for the time being of the New Zealand Society of Accountants, or its successor;

“Historical Claim” means a claim submitted to the Waitangi Tribunal or its successor body or otherwise made against the Crown on the basis of the principles of the Treaty of Waitangi which arises from any act or omission of the Crown that occurred on or before 21 September 1992;

“Present Value”:

(a) in respect of the Waikato-Tainui Redress Amount, as at 31 December 1994, will be treated as \$170,000,000; and

(b) in respect of the claims referred to in *paragraph 1.2.1* as at 31 December 1994, will be treated as \$189,000,000; and

(c) in respect of the Total Redress Amount shall be calculated as at 31 December 1994 as follows:

- (i) Calculate the Present Value of the redress for any Historical Claims in any Crown Financial Year (other than those referred to in paragraphs (a) and (b) of this definition) according to the following formula:

Present Value of Redress_n =

$$\left[\frac{\text{Total Annual Redress Amount}_n}{\left(\frac{P_n}{P_{1994}} \right)} \right] \times \left[\frac{1}{\prod_{\text{year} = 1994}^{\text{year} = n} (1 + r_n (1 - t_n \times 0.75))} \right]$$

- (ii) Then calculate the Present Value of the Total Redress Amount according to the following formula:

$$\text{Present Value of the Total Redress Amount} = \left[\sum_{\text{year} = 1994}^{\text{year} = n} \text{Present Value of Redress}_n \right] + \text{PVC}$$

The symbols used in the above calculations have the following meanings:

r_n is calculated as follows:

$$r_n = \left[\frac{(1 + R_n)}{(P_n / P_{n-1})} \right] - 1$$

P_n means the CPI figure as at the Calculation Date

P_{1994} means the CPI figure as at 31 December 1994

t_n means the Corporate Tax Rate in year n

n means the Crown Financial Year in which the redress for any Historical Claim is deemed to be paid pursuant to *paragraph 1.2.3*

R_n means the Government Stock Rate in year n

$\prod_{\text{year} = 1994}^{\text{year} = n}$ means a multiplicative series from 1994 to year n

PVC means the Present Value of the claims described in *paragraph 1.2.1* and *paragraph 1.2.2*

1994 means the Crown Financial Year ended on 30 June 1995.

“Real Value”:

(a) in respect of the Waikato-Tainui Redress Amount as at 31 December 1994, will be treated as \$170,000,000; and

(b) in respect of the claims referred to in *paragraph 1.2.1* as at 31 December 1994, will be treated as \$189,000,000; and

(c) in respect of any Additional Waikato-Tainui Redress Amount or the Total Redress Amount, shall be calculated as at 31 December 1994 by adjusting the amount of any Additional Waikato-Tainui Redress Amount or the components of the Total Redress Amount to reflect any movements in the CPI in the period between the end of the quarter immediately before the Receipt Date and 31 December 1994;

“Receipt Date” means, in respect of any Additional Waikato-Tainui Redress Amount or any component of Total Redress Amount, the date on which it is deemed to be provided under *paragraph 1.2*;

“Total Annual Redress Amount” means the sum of the Claim Redress Amounts deemed to be provided within a Crown Financial Year;

“Total Redress Amount” means the aggregate of the Total Annual Redress Amounts in respect of Historical Claims, including the Waikato-Tainui Redress Amount and the \$189,000,000 redress provided in respect of the claims referred to in *paragraph 1.2.1*;

“Waikato-Tainui Redress Amount” means \$170,000,000.

1.2 For the purposes of calculating Real Value or Present Value:

1.2.1 the redress provided for the fisheries claims settled by the Deed of Settlement between the Crown and Maaori signed on 23 September 1992, and the redress provided for all other Historical Claims settled between 23 September 1992 and 31 December 1994 will be deemed to have been provided on 31 December 1994;

1.2.2 the Waikato-Tainui Redress Amount will be deemed to have been provided on 31 December 1994; and

1.2.3 redress for any Historical Claim other than those referred to in *paragraph 1.2.1* and *paragraph 1.2.2* and any Additional Waikato-Tainui Redress Amount will be deemed to have been provided on 31 December in the first Crown Financial Year in which the Crown treats the cost of the redress as having been incurred for the purposes of the Crown's accounts under generally accepted accounting principles.

1.3 All terms defined in *clause 34* of the Deed which are not defined in this Attachment have the same meanings in this Attachment and the rules of interpretation set out in *clause 35* of the Deed apply to this Attachment.

1.4 References to paragraphs are to paragraphs of this Attachment.

2. Calculation

The Crown shall calculate on or about 30 September in each year the Present Value of the Total Redress Amount as at a Calculation Date for Receipt Dates up to the end of the preceding Crown Financial Year and provide to the Land Holding Trustee a statement setting out such calculation and providing details of the Claim Redress Amounts which comprise the Total Annual Redress Amount and the identity of the relevant claimants within 20 Business Days of the calculation being made. If the Land Holding Trustee disputes that calculation it must notify the Land Holding Trustee within 40 Business Days after the date on which the statement is provided to the Land Holding Trustee. If it does not do so it will be deemed to have accepted the calculation.

3. Claim

If the Land Holding Trustee believes that the Present Value of the Waikato-Tainui Redress Amount is less than 17% of the Present Value of the Total Redress Amount as at a Calculation Date, then, subject to *paragraph 5*, the Land Holding Trustee on behalf of Waikato-Tainui may claim further redress from the Crown pursuant to *paragraph 4*. However, the Land Holding Trustee must not make a claim which would involve it disputing the Crown's calculations under *paragraph 2* if it has accepted or has been deemed to have accepted that calculation.

4. Further Redress

If the Land Holding Trustee makes a claim pursuant to *paragraph 3*, and, at the relevant Calculation Date, the Present Value of the Waikato-Tainui Redress Amount is less than 17% of the Present Value of the Total Redress Amount, then the Crown must pay to the Land Holding Trustee (or as otherwise directed by the Land Holding Trustee) such further sum as is necessary to ensure that the sum of the Real Value of the Waikato-Tainui Redress Amount and the Real Value of any Additional Waikato-Tainui Redress Amounts is 17% of the Real Value of the Total Redress Amount as at the relevant Calculation Date. The sum to be paid shall be further adjusted for CPI movements from that Calculation Date to the end of the quarter immediately before the payment is made.

5. Time Limit on Claims

The Land Holding Trustee may make a claim under *paragraph 3* on more than one occasion, but no claim may be made within 5 years of the date of any

payment under *paragraph 4* and no claim may be made after the end of 2045, but nothing in this paragraph shall prevent a claim being made in 2045.

6. Payment

6.1 The Crown agrees that, if the Land Holding Trustee makes a claim under *paragraph 3*, the Crown will, within 20 Business Days after the claim is made, provide to the Land Holding Trustee a statement indicating whether any amount is payable under *paragraph 4* and, if so, how much that amount is.

6.2 If the statement indicates that any amount is payable to the Land Holding Trustee under *paragraph 4*, the Crown must pay that amount by the date which is the later of:

6.2.1 40 Business Days after the date of the statement referred to above; and

6.2.2 if an appropriation is required, as soon as practicable after the appropriation is made;

but in any event not more than 6 months after the date of the statement referred to above.

6.3 If the amount specified in the Crown's statement in *paragraph 6.1* is different from the amount claimed by the Land Holding Trustee or the Land Holding Trustee otherwise disputes the amount payable, the Crown will pay the amount not in dispute as required under *paragraph 6.2* and, if it is finally determined that a further amount is payable, will pay such amount within 10 Business Days after the date on which the determination is made or, if a further appropriation is required, as soon as practicable after the appropriation is made but, in any event, not more than 6 months after the date on which the determination is made. There is no agreement as to whether interest is or is not payable.

7. GST

Any payment under this Attachment will be treated in the same manner for GST as redress under the Deed.

8. Review

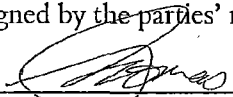
The parties agree to review the terms of this Attachment in the period of 10 Business Days after the date of the Deed (or any longer period the parties may agree) and, if they agree that it is necessary to make an amendment to ensure that it reflects the intention of the parties as disclosed during their negotiations, the parties will make such amendment.

ATTACHMENT 10

PROPERTIES COMPRISING THE
MARAMARUA LANDS

This cover page and the attached 1 page are Attachment 10 to the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995.
(Reference: Clause 34, definition of "Maramarua Lands")

Signed by the parties' representatives:



for Her Majesty the Queen



for Waikato-Tainui

ATTACHMENT 10

Properties comprising the Maramarua Lands

- (i) Maramarua Forest (Lots 1 and 2, DPS 56867 and Lot 1 DPS 56868)
- (ii) Airways Corp CT 75C/560
- (iii) Railcorp CT 48D/901
- (iv) Landcorp CT 50B/279
CT 49D/648
CT 50B/415
CT 49D/656

- (v) Coalcorp CT 5B/1177
CT 5B/1178
CT 1496/67
CT 43D/698
CT 43D/530
CT 71D/658
CT 33A/443
CT 33B/329
CT 634/172

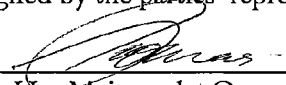
(All South Auckland Registry)

ATTACHMENT 11


LIST OF CROWN BODIES

This cover page and the attached 3 pages are Attachment 11 to the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995. (Reference: Clause 34, definition of "Residual Crown Land")

Signed by the parties' representatives:



for Her Majesty the Queen



for Waikato-Tainui

ATTACHMENT 11

List of Crown Bodies

Crown Entities

Accident Rehabilitation and Compensation Insurance Corporation
Accounting Standards Review Board
Agricultural and Marketing Research and Development Trust
Alcoholic Liquor Advisory Council
Animal Control Products Limited
Auckland International Airport Limited
Boards as defined in section 2 of the Reserves Act 1977
Boards of Trustees constituted under Part IX of the Education Act 1989
Broadcasting Commission
Broadcasting Standards Authority
Building Industry Authority
Business Development Boards
Careers Service
Casino Control Authority
Civil Aviation Authority
Commerce Commission
Commissioner for Children
Crown Health Enterprises
Crown Research Institutes
Early Childhood Development Unit
Earthquake Commission
Education and Training Support Agency
Electoral Commission
Every transferee company under the New Zealand Railways Corporation
Restructuring Act 1990 in which the Crown holds 50 percent or more of the
issued ordinary shares
Foundation for Research, Science, and Technology
Government Superannuation Board
Health Research Council of New Zealand
Housing New Zealand Limited
Human Rights Commission
Institutions established under Part XIV of the Education Act 1989
International Year of the Family Trust
Land Transport Safety Authority of New Zealand
Law Commission
Learning Media Limited
Legal Services Board

Maritime Safety Authority of New Zealand
Museum of New Zealand Te Papa Tongarewa
New Zealand Artificial Limb Board
New Zealand Film Commission
New Zealand Fire Service Commission
New Zealand Game Bird Habitat Trust Board
New Zealand Government Property Corporation
New Zealand Institute for Crop & Food Research
New Zealand Lotteries Commission
New Zealand Lottery Grants Board
New Zealand Qualifications Authority
New Zealand Symphony Orchestra Limited
New Zealand Tourism Board
New Zealand Trade Development Board
Pacific Islands Employment Development Board
Police Complaints Authority
Queen Elizabeth the Second Arts Council of New Zealand
Race Relations Conciliator
Regional Health Authorities
Residual Health Management Unit
Road Safety Trust
Securities Commission
Special Education Service
Standards Council
Takeovers Panel
Te Reo Whakapuaki Irirangi
Te Taura Whiri I Te Reo Maori (Maori Language Commission)
Teacher Registration Board
Tertiary Research Board
Testing Laboratory Registration Council
The Blood Transfusion Trust established under section 92J
of the Health Act 1956
The Office of Films and Literature Classification
The Power Company Limited
The Retirement Commissioner
Transit New Zealand
Transport Accident Investigation Commission
Trustees of the National Library
Wellington International Airport Limited

State-Owned Enterprises

Airways Corporation of New Zealand Limited
Coal Corporation of New Zealand Limited
Electricity Corporation of New Zealand Limited
Forestry Corporation of New Zealand Limited
Government Property Services Limited
Land Corporation Limited
Meteorological Service of New Zealand Limited
New Zealand Post Limited
Radio New Zealand Limited
Television New Zealand Limited
Timberlands West Coast Limited
Trans Power New Zealand Limited
Vehicle Testing New Zealand Limited
Works and Development Services Corporation (NZ) Limited

Other

Any company which is wholly-owned by any of the above bodies.

ATTACHMENT 12

MANDATES

This cover page and the attached 82 pages are Attachment 12 to the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995.
(Reference: Clause 23)

Signed by the parties' representatives:



for Her Majesty the Queen



for Waikato-Tainui



**He Kawenata Tuku Mana
Hei whakatutuki i te Raupatu**

22 Mei 1995

SUMMARY OF DEED OF SETTLEMENT AUTHORISATIONS

TAINUI MAAORI TRUST BOARD AUTHORISATION

14 Board members have signed this document on behalf of the 33 Hapuu and 56 marae. Two Tribal Divisions Hauaaaru and Tainui-A-Whiro representing four Hapuu and seven marae have been signed by the Kaahui Ariki representative under Board resolution today due to election irregularities.

NGAA MARAE TOOPU

Out of a total of **63 marae** who belong to Ngaa Marae Toopu, eight are not included in the marae authority package - three maybe included at a later date. At the present time, the remaining five have indicated that they did not wish to participate.

SIGNATORIES

In this package, signatures of authorisation have been received from:-

1.	Marae Committees	-	152
2.	Board Members	-	14
3.	Principal Negotiator	-	1
	TOTAL SIGNATURES	-	167

CLAIMANT AND PRINCIPAL NEGOTIATOR

R T MAHUTA

ROBERT TE KOTAHI MAHUTA

Claimant & Principal Negotiator

I, Robert Te Kotahi Mahuta, Principal Negotiator, of Awhina House, Waahi Paa, Huntly, as Claimant under a claim to the Waitangi Tribunal registered in 1987 and given the file number Wai 30, hereby:

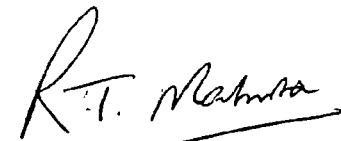
Give my authority to enable TE ARIKINUI, DAME TE ATAIRANGIKAAHU to conclude the Waikato-Tainui raupatu claim negotiations by signing the Deed of Settlement on behalf of Waikato-Tainui and;

To accept and approve by signing the Deed, the essential terms of the deed establishing the Land Holding Trust, the transfer of the Settlement Properties to the Land Holding Trustee on behalf of Waikato-Tainui, the terms on which the Land Holding Trustee will hold the Settlement Properties on an interim basis and approving the process for agreeing the final management structure for the holding and managing of the Settlement Properties and the establishment of scholarships and endowed colleges and;

To accept and approve by signing the Deed, the essential terms of the deed establishing the Land Acquisition Trust and the payment of the Capital to the Land Acquisition Trustee and;

To take the steps referred to in clause 20 of the Deed of Settlement.

Signature:



Date: 19 May 1995

TAINUI MAAORI TRUST BOARD



TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF THE TAINUI MAAORI TRUST BOARD

We the undersigned, being duly elected members of the Tainui Maaori Trust Board and being representatives of those sub-tribes of Waikato whose lands were confiscated last century hereby signify our support and approval for the offer made by the Crown to resolve the Waikato raupatu claim. The general terms of this Deed of Settlement were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby give authority to enable TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

TRIBAL DIVISION

Te Puuaha

HAPUU

Ngaati Tiipaa
Ngaati Aamaru

MARAE

Tauranganui
Ngaataierua
Te Kotahitanga
Te Awamaarahi
Te Puea

BOARD MEMBER:

Te Ah Te Ao

Te Atairangikaahu Clare Te Ao

ADDRESS:

1 Elizabeth Street, Tuakau

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuumanu ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

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TRIBAL DIVISION

Taamaki-Wairoa

HAPUU

Ngaati Tamaoho
Ngaati Koheriki
Ngaitai

MARAE

Whaataapaka
Mangatangi
Nga Haurua Whaa

BOARD MEMBER:

Carmen Rosalina Aroha Te Hinu Kirkwood

ADDRESS:

Whaataapaka Marae, Whaataapaka Road, R D 1, Papakura

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikatō. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF THE TAINUI MAAORI TRUST BOARD

We the undersigned, being duly elected members of the Tainui Maaori Trust Board and being representatives of those sub-tribes of Waikato whose lands were confiscated last century hereby signify our support and approval for the offer made by the Crown to resolve the Waikato raupatu claim. The general terms of this Deed of Settlement were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby give authority to enable TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

TRIBAL DIVISION

HAPUU

MARAE

Uenuku

Te Aakitai
Ngaati Paretauaa
Ngaati Te Ata

Puukaki
Rereteewhioi
Makaurau

BOARD MEMBER:


Julie Huirua Wade

ADDRESS:

591 Massey Road, Maangere

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

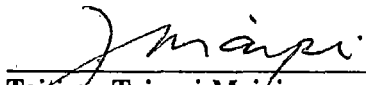
Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF THE TAINUI MAAORI TRUST BOARD

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TRIBAL DIVISION	HAPUU	MARAE
Waahi	Ngaati Mahuta Ngaati Whaawhaakia Ngaati Kuiaarangi Ngaati Tai	Waahi Taupiri Kaitumu Te Ohaaki Taniwha

BOARD MEMBER:


Taitimu Taipari Maipi

ADDRESS:

12 Taniwharau Street, Waahi Paa, Huntly

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

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TRIBAL DIVISION	HAPUU	MARAE
Rangiriri	Ngaati Naho	Maurea
	Ngaati Hine	Horahora
	Ngaati Taratikitiki	Waikare
	Ngaati Pou	

BOARD MEMBER:

Tahī Francis Ngakete

ADDRESS:

Flat 4, Horahora Road, R D 2, Te Kauwhata

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

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TRIBAL DIVISION

HAPUU

MARAE

Tuurangawaewaewae

Ngaati Mahuta
Ngaati Te Wehi

Tuurangawaewae
Tangirau
Maketuu
Ookapu

BOARD MEMBER:

Kamira Henare Haggie
Kamira Henare Haggie

ADDRESS:

13 Raakaunui Road, Raglan

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF THE TAINUI MAAORI TRUST BOARD

We the undersigned, being duly elected members of the Tainui Maaori Trust Board and being representatives of those sub-tribes of Waikato whose lands were confiscated last century hereby signify our support and approval for the offer made by the Crown to resolve the Waikato raupatu claim. The general terms of this Deed of Settlement were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby give authority to enable TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

TRIBAL DIVISION

Te Hoe-Tauhei


HAPUU

Ngaati Wairere
Ngaati Makirangi

MARAE

Hukanui
Te Hoe-o-Tainui
Waitii

BOARD MEMBER:



Hare Wakakaraka Puke J.P.

ADDRESS:

Gordonton, R D 1, Hamilton

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuuma ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

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TRIBAL DIVISION

Kemureeti

HAPUU

Ngaati Korokii
Ngaati Raukawa
ki Panehakua

MARAE

Maungatautari
Poohara
Aotearoa
Owairaka
Poutuu
Ngaatira

BOARD MEMBER:

Te Kaapo J. Clark

ADDRESS:

Te Kaapo Campbell Tuuwahakaea Clark
Hicks Road, R D 1, Cambridge

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatua o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF THE TAINUI MAORI TRUST BOARD

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TRIBAL DIVISION

Rangiaowhia

HAPUU

Ngaati Apakura

MARAE

Kahotea
Puurekireki
Mookai Kainga
Hiiona

BOARD MEMBER:

Fred Te Kanawa Kaa

ADDRESS:

10 Grebe Street, Manurewa

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF THE TAINUI MAAORI TRUST BOARD

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TRIBAL DIVISION

HAPUU

MARAE

Paaraawera

Ngaati Ruru
Ngaati Werokoko

Te Taumata

BOARD MEMBER:

Te Umu-ki-Whakataane McLean
652 Welcome Bay Road, Tauranga

ADDRESS:

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuuma ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

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TRIBAL DIVISION

Whatawhata

HAPUU

Ngaati Maahanga
Ngaati Tamainupo

MARAE

Te Papaorotu
Omaero
Te Kaharoa
Waingarō
Te Tihi o Moerangi
Te Papatapu
Mootakotako

BOARD MEMBER:

Te Mokoroa Rima Hamiora

ADDRESS:

Te Pahu Road, P O Box 4, Whatawhata

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

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TRIBAL DIVISION

HAPUU

MARAE

Pukemoremore

Ngaati Hauaa

Te-Iti-a-Hauaa
Kai-a-te-mata
Raungaiti
Rukumoana

BOARD MEMBER:


Susan Te Haora Mauriohooho

ADDRESS:

Kiwitahi Road, R D 1, Morrinsville

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

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TRIBAL DIVISION

HAPUU

MARAE

Puuniu

Ngaati Paretekawa
Ngaati Ngutu

Raakaunui
Mangatoatoa
Te Tokanga-nui-a-Noho

BOARD MEMBER:

Rovina Maniapoto-Anderson
Rovina Maniapoto-Anderson

ADDRESS:

13 Fergusson Street, Tokoroa

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuuma ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

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TRIBAL DIVISION

HAPUU

MARAE

Hauaauru

Ngaati Hikairo
Ngaati Puhiawe

Waipapa

BOARD MEMBER:

R. T. Mahute

Due to election irregularities the Minister has instructed the Board to hold a by-election for this tribal division.

TE POOARI KAITIAKI O TAINUI



HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA

Ko maatou ngaa mema o te Pooari Kaitiaki o Tainui, i whakatuuria nei maatou hei maangai mo ngaa hapuu i raupatutia o raatou whenua i teeraa rautau, kua haina nei i o maatou ingoa, e whakapuuma ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 Mei 1995. Teenei maatou ngaa maangai o ngaa hapuu e tautoko ana i te kaupapa aa e tuku ana i too maatou mana ki a TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

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TRIBAL DIVISION

Tainui-a-whiro

HAPUU

Ngaati Tahinga
Tainui-a-whiro

MARAE

Ooraeroa
Te Aakau
Waikaretuu
Pukerewa
Poihaakena
Opuatia

BOARD MEMBER:

Due to election irregularities the Minister has instructed the Board to hold a by-election for this tribal division.

NGAA MARAE TOOPU

EXECUTIVE

MEMBERS

NGAA MARAE TOOPU

Te Ariki

Eenei o marae tee tuku atu nei i too raatou whakaaetanga maaui hei whakatutuki i te take raupatu nei. Ko ngaa marae eenei e tuku atu nei i oo raatou whakaaetanga:-

No.	REG YEAR	HAPUU	MARAE
1	1962	Ngaati Hauaa	Te Iti-a-Hauaa
2	1969	Ngaati Maahanga	Te Papaorotu
3	1962	Ngaati Ngutu	Raakaunui
4	1947	Ngaati Maahanga	Kaharoa
5	1964	Ngaati Maahanga	Oomaero
6	1972	Ngaati Apakura	Kahotea
7	1961	Ngaati Tahinga	Te Aakau
8	1934	Ngaati Tamainupo	Waingaro
9		Ngaati Mahuta	Tuurangawaewae
10	1992	Ngaati Mahuta	Te Puea
11	1967	Ngaati Tamaoho	Mangatangi
12	1963	Ngaati Koroki	Maungatautari
13	1983	Ngaati Ngutu	Puurekireki
14	1955	Ngaati Hauaa	Kai-a-te-Mata
15	1975	Ngaati Tiipa	Te Kotahitanga
16	1963	Ngaati Mahuta	Makaurau
17	1989	Te Aakitai	Puukaki
18	1964	Ngaati Aamaru	Te Awamaarahi
19	1976	Ngaati Mahuta	Taupiri
20	1962	Ngaati Whawhaakia	Kaitimu
21	1964	Ngaati Mahuta	Waahi
22	1979	Ngaati Hine	Horahora
23	1960	Ngaati Mahuta	Taniwha
24	1942	Ngaati Te Wehi	Tangirau
25	1966	Ngaati Raukawa	Oowairaka
26	1950	Ngaati Hikairo	Waipapa

27		Ngaati Te Ata/Tamaoho	Nga Hau E Wha
28	1983	Ngaati Tahinga	Waikaretu
29	1964	Ngaati Mahanga/Haurua	Te Papatapu
30	1964	Ngaati Raukawa	Aotearoa
31	1946	Ngaati Tiipa	Tauranganui
32	1962	Ngaati Whawhaakia	Te Ohaaki
33	1961	Ngaati Hine	Waikare
34	1960	Ngaati Apakura	Mookai Kainga
35	1967	Ngaati Te Wehi	Ookapu
36	1932	Ngaati Ruru	Te Taumata
37	1961	Ngaati Tahinga	Pukerewa
38	1970	Ngaati Tiipa	Nga Tai E Rua
39	1959	Ngaati Hauaa	Rukumoana
40	1959	Ngaati Naho	Maurea
41	1939	Ngaati Hauaa	Raungaiti
42	1955	Ngaati Te Ata	Reretewhioi
43	1964	Ngaati Koroki	Poohara
44		Ngaati Tamainupo	Mootakotako
45	1970	Ngaati Tamaoho/Koheriki/Ngaitai	Whaataapaka
46	1962	Ngaati Mahuta	Maketuu
47		Ngaati Tahinga	Oputia
48	1964	Ngaati Wairere	Hukanui
49	1963	Ngaati Paretekawa	Mangatoatoa
50		Ngaati Raukawa	Ngaatira
51	1974	Ngaati Tahinga	Oraeroa
52	1959	Ngaati Maniapoto	Te Tokanganui-a-Noho
53	1964	Ngaati Mahanga	Te Tihi O Moerangi
54		Ngaati Makirangi	Te Hoe-o-Tainui
55	1982	Ngaati Apakura	Hiona
56		Ngaati Makirangi	Waiti

Ko ahau teenei te Tiamana o Ngaa Marae Toopu e paatai atu nei ki a taatou
 KEI TE WHAKAAE KATOA TAATOU NEE?" AAE!

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TE-ITI-A-HAUAA

Ko maatou ngaa iwi o te marae o Te-Iti-a-Hauaa araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuuma ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TE-ITI-A-HAUAA

We the undersigned, being duly elected members of Te-Iti-a-Hauaa Marae and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

	<u>ADDRESS</u>
CHAIRMAN: <u>H Matekohi</u> Heketanga Matekohi	<u>c/o Matangi Store, 4 Kahui Ave,</u> TAUWHARE
SECRETARY: <u>H S Rapana</u> Hinemoa Shirley Rapana	<u>c/o Matangi Store, 794 Tauwhare Road,</u> TAUWHARE
TREASURER: <u>A P Puru</u> Sharon Poneke Puru	<u>c/o Matangi Store, 4 Ringer Road,</u> TAUWHARE
DATE: 15 May 1995	

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TE PAPAOROTU

Ko maatou ngaa iwi o te marae o Te Papaorotu araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TE PAPAOROTU MARAE

We the undersigned, being duly elected members of Te Papaorotu Marae and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:

D.J. Emery
Duli Jury Emery

ADDRESS

Bell Road, Box 68,
WHATAWHATA

SECRETARY:

L.J. Grimmer (i.Kingi)
Te Aroha Grimmer

11 Belair Drive, Hillsborough
AUCKLAND

TREASURER:

R. Hamiora
Ritihia Hamiora

16 Lethborg Street,
HAMILTON

DATE:

16 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O RAKAUNUI

Ko maatou ngaa iwi o te marae o Rakaunui araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuunau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF RAKAUNUI MARAE

We the undersigned, being duly elected members of Rakaunui and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

ADDRESS

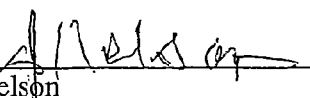
CHAIRMAN:



John Rata Puke

Tainui St,
BOX 57, KAWHIA

TRUSTEE CHAIRMAN:



James Nelson

123 Ricket Rd,
TE AWAMUTU

DATE: 18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TE KAHAROA

Ko maatou ngaa iwi o te marae o Te Kaharoa araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TE KAHAROA MARAE

We the undersigned, being duly elected members of Te Kaharoa Marae and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

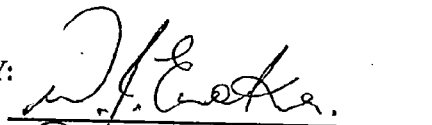
CHAIRMAN:


Tamehana Tairakena

ADDRESS

12 Fairmont Street,
NGAARUAWAAHIA

SECRETARY:


Whatarau Enoke

P O Box 42,
HOROTIU

DATE:

16 May 1995

NGAA MARAE TOOPU

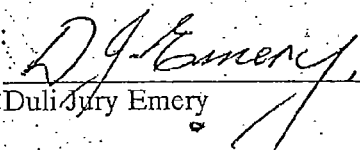
HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O OMAERO

Ko maatou ngaa iwi o te marae o Omaero araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF OMAERO MARAE

We the undersigned, being duly elected members of Omaero and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.


CHAIRMAN:


Duli Jury Emery

ADDRESS

Bells Rd,
WHATAWHATA

SECRETARY:


Polly Pare Kokiri

C/o Post Office
WHATAWHATA

DATE: 16 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE KAHOTEA

Ko maatou ngaa iwi o te marae o Kahotea araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF KAHOTEA MARAE

We the undersigned, being duly elected members of Kahotea and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Déed of Settlement on Monday 22 May 1995.

CHAIRMAN:

Tawhiri Tanirau
Tawhiri Tanirau

ADDRESS

114a Tawa St,
HAMILTON

SECRETARY:

Gineen Tanirau
Gineen Tanirau

114a Tawa St,
HAMILTON

TREASURER:

Fred Te Kanawa Kaa
Fred Te Kanawa Kaa

10 Grebe St,
MANUREWA

DATE: 18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TE AAKAU

Ko maatou ngaa iwi o te marae o Te Aakau araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TE AAKAU MARAE

We the undersigned, being duly elected members of Te Aakau and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:

J. P. Haru
James Punaatoto Haru

ADDRESS

RD1
NGARUAWAHIA

SECRETARY/TREASURER:

J. M. Tiahuia
Juliana Tiahuia Matenga

RD1
NGARUAWAHIA

DATE: 16 May 1995

NGAA MARAE TOOPU

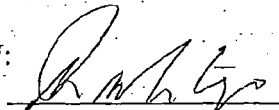
HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O WAINGARO

Ko maatou ngaa iwi o te marae o Waingaro araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF WAINGARO MARAE

We the undersigned, being duly elected members of Waingaro and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

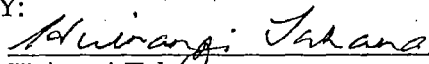
CHAIRMAN:


Richard Matenga

ADDRESS

RD1
NGARUAWAHIA

SECRETARY:


Huirangi Tahana

Paritata Station
Ohautira Rd,
RAGLAN

TREASURER:


Momo Haunui

3/67 Havelock Rd,
NGARUAWAHIA

DATE: 16 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TUURANGAWAEWAE

Ko maatou ngaa iwi o te marae o Tuurangawaewae araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TUURANGAWAEWAE MARAE

We the undersigned, being duly elected members of Tuurangawaewae and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

	<u>ADDRESS</u>
CHAIRMAN: <u>J. S. Moanaroa</u> Tawhirimatea Moanaroa	11 Havelock Rd NGARUAWAHIA
SECRETARY: <u>Makawae M. Haggie</u> Makaurau Mete Haggie	9 Kent St, NGARUAWAHIA
TREASURER: <u>Eliza Rakena</u> Raiha Eliza Mani Tai Rakena	12 Fairmont St, NGARUAWAHIA

DATE: 16 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TE PUEA

Ko maatou ngaa iwi o te marae o Te Puea araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TE PUEA MARAE

We the undersigned, being duly elected members of Te Puea and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

TRUSTEE:

J.P.R. Mura
Te Paea Rangitiahō Mura

ADDRESS

8/34 Miro Rd,
MANGERE BRIDGE

CHAIRMAN:

Nasika
Ngairē Noki Lasika

18 Malterbrum Ave
PAPATOETOE

SECRETARY:

R. M. Pai
Rangi Mary Pai

28 Caravelle Close
MANGERE

TREASURER:

Kanga Skipper
Kanga Skipper

18 Thomas Rd
MANGERE

DATE:

17 May 1995

NGAA MARAE TOOPU

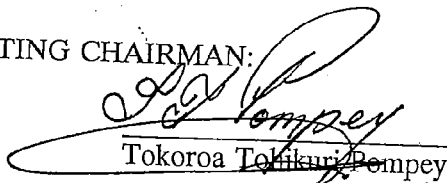
HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O MANGATANGI

Ko maatou ngaa iwi o te marae o Mangatangi araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF MANGATANGI MARAE

We the undersigned, being duly elected members of Mangatangi and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

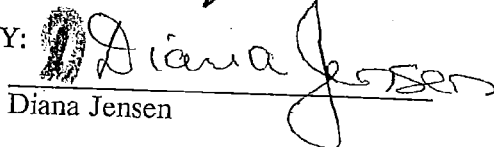
ACTING CHAIRMAN:


Tokoroa Tokikuri Pempey

ADDRESS

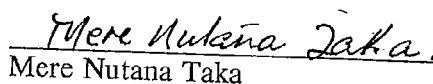
Mangatangi RD1
POKENO

SECRETARY:


Diana Jensen

P O Box 68
TUAKAU

TRUSTEE/TREASURER:


Mere Nutana Taka

Mangatangi RD1
POKENO

DATE:

17 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O MAUNGATAUTARI

Ko maatou ngaa iwi o te marae o Maungatautari araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF MAUNGATAUTARI MARAE

We the undersigned, being duly elected members of Maungatautari and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

	<u>ADDRESS</u>
CHAIRMAN: <u>Peter Tairi</u> Te Kapua Tairi	RD2, CAMBRIDGE
SECRETARY: <u>Lynette M Henry</u> Lyn Mamaeroa Henry	<u>Carol Noel</u> 30 Noel St, CAMBRIDGE
TREASURER: <u>Rangimaria Graham</u> Rangimaria Rosmary Colleen Graham	<u>R.Graham</u> 78 Hall St, CAMBRIDGE
DATE: 16 May 1995	

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O PUUREKIREKI

Ko maatou ngaa iwi o te marae o Puurekireki araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumanu ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF PUUREKIREKI MARAE

We the undersigned, being duly elected members of Puurekireki and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

TRUSTEE/VICE CHAIRMAN/TREASURER

Hori Tauroa Roa
Hori Tauroa Roa

ADDRESS

26 Jackson St,
TE AWAMUTU

SECRETARY:

Ngakiri Tamaki Te Aranui
Ngakiri Tamaki Te Aranui

12 Hiskens Pl,
TE AWAMUTU

DATE: 17 May 1995

NGAA MARAE TOOPU


HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O KAI A TE MATA

Ko maatou ngaa iwi o te marae o Kai A Te Mata araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuuma ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF KAI A TE MATA MARAE

We the undersigned, being duly elected members of Kai A Te Mata and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:

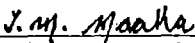


Oscar Dixon

ADDRESS

RD1 Pukemoremore Rd,
CAMBRIDGE


SECRETARY:



Te Ao Marama Maaka

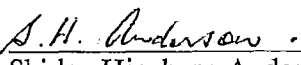
15 Goodwin Ave,
MORRINSVILLE

COMMITTEE MEMBERS:



Tukau Peter Keene

Chepmell Rd, RD1
MORRINSVILLE



Shirley Hineheru Anderson

32 Goodwin Ave,
MORRINSVILLE

DATE: 17 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TE KOTAHITANGA

Ko maatou ngaa iwi o te marae o Te Kotahitanga araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TE KOTAHITANGA MARAE

We the undersigned, being duly elected members of Te Kotahitanga and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

TRUSTEE/CHAIRMAN:

Weti Tommmy Hira

ADDRESS

9 Bollard Rd,
TUAKAU

TREASURER:

Merepounamu Janet Hira

8 Capstick Rd,
EAST TAAMAKI

DATE: 19 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O MAKAAURAU

Ko maatou ngaa iwi o te marae o Makaurau araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF MAKAAURAU MARAE

We the undersigned, being duly elected members of Makaurau and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:

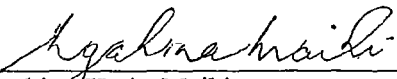


Brownie Tuiti Rauwhero

ADDRESS

9 Gainborough St,
MANUREWA

SECRETARY:


Ngahina/Katie Maihi

275 Massey Road
MANGERE EAST

TRUSTEE/TREASURER:


Maurice Te Pouri Wilson

7 Olive Cres,
PAPATOETOE

DATE: 17 May 1995

NGAA MARAE TOOPU


HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O PUUKAKI

Ko maatou ngaa iwi o te marae o Puukaki araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF PUUKAKI MARAE

We the undersigned, being duly elected members of Puukaki and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

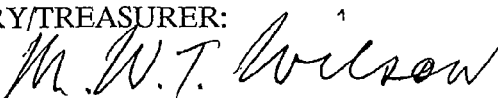
CHAIRMAN:


Charlie Tewe Wirihana-Takaanini Wilson

ADDRESS

177 Wallace Rd,
MANGERE
BRIDGE

SECRETARY/TREASURER:


Maahia Wirihana-Takaanini Wilson

85b Puukaki Rd,
MANGERE

DATE: 17 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TE AWAMAARAHU

Ko maatou ngaa iwi o te marae o Te Awamaarahi araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TE AWAMAARAHU MARAE

We the undersigned, being duly elected members of Te Awamaarahi and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

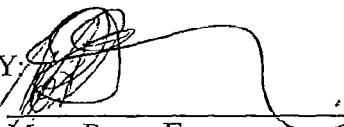
CHAIRMAN:


Russel Te Aroha Tauhara Te Ao

ADDRESS

Te Ohaaki Marae,
HUNTLY

SECRETARY:


Mere Paora Epere

1/86 Betty Rd,
PUKEKOHE

TREASURER:


Lucy Ruruhi Hira

513 Buckland Rd,
PUKEKOHE

DATE: 17 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TAUPIRI

Ko maatou ngaa iwi o te marae o Taupiri araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuuma ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TAUPIRI MARAE

We the undersigned, being duly elected members of Taupiri and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:

Christopher George
Christopher George

ADDRESS

Waring Rd,
TAUPIRI

SECRETARY:

Jocelyn Oxenham
Jocelyn Oxenham

RD1 Whitikahu Rd,
TAUPIRI

TREASURER:

Rosemary Whanga
Rosemary Whanga (nee Solomon)

37a River Rd,
NGARUAWAHIA

DATE: 16 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O KAITIMU

Ko maatou ngaa iwi o te marae o Kaitimu araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF KAITIMU MARAE

We the undersigned, being duly elected members of Kaitimu and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:

C. R. P. Paki
Chas Rore Pouaka Paki

ADDRESS

24a Birdwood Rd,
HOROTIU

SECRETARY:

M. P. P. P. P. P.
Maisie Whawhaakia Pohutuhutu

RD1
TE OHA AKI RD
HUNTLY

TREASURER:

R. P. P.
Ratapu Awa

126 Old Taupiri Rd,
NGARUAWAHIA

DATE: 17 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O WAAHI

Ko maatou ngaa iwi o te marae o Waaahi araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF WAAHI MARAE

We the undersigned, being duly elected members of Waaahi and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

	<u>ADDRESS</u>
CHAIRMAN: <u>Tori Toka</u>	Waahi Pa HUNTLY
SECRETARY: <u>Nanaia Cybele Mahuta</u>	Awhina House HUNTLY
TREASURER: <u>Huritau Muru</u>	Waahi Pa HUNTLY

DATE: 17 May 1995

NGAA MARAE TOOPU

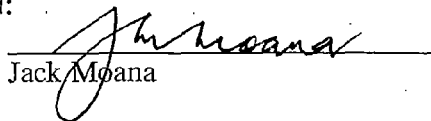
HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O HORAHORA

Ko maatou ngaa iwi o te marae o Horahora araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF HORAHORA MARAE

We the undersigned, being duly elected members of Horahora and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:


Jack Moana

ADDRESS

29 Semple St,
HUNTLY

SECRETARY:


Emma Witika

7 Sandra Ave,
OTARA

TREASURER:


Gwendoline Honey Moana

8 Fergusson Ave
HUNTLY

DATE: 17 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TANIWHA

Ko maatou ngaa iwi o te marae o Taniwha araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuuma ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TANIWHA MARAE

We the undersigned, being duly elected members of Taniwha and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

TRUSTEE:


Taki Jack Waawii Falwasser

ADDRESS

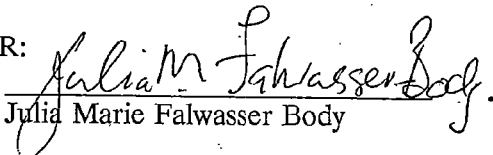
228 River Rd,
KAWERAU

TRUSTEE:

Charles Hugh Nepe

10 Brent Pl,
MANUREWA

TREASURER:


Julia Marie Falwasser Body

85 Pakeha St,
MATATA

DATE:

19 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TANGIRAU

Ko maatou ngaa iwi o te marae o Tangirau araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TANGIRAU MARAE

We the undersigned, being duly elected members of Tangirau and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

TRUSTEE:

M. Apiata.
Matapaepae/Apiata

ADDRESS

54 River Rd,
NGARUAWAHIA

ACTING CHAIRMAN/TREASURER:

James H Moke
James Himiona Moke

P O Box 218 ,
NGARUAWAHIA

SECRETARY:

Deborah Roberts
Deborah Roberts

179 Hakanoa St,
HUNTLY

DATE: 18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O OWAIRAKA

Ko maatou ngaa iwi o te marae o Owairaka araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF OWAIRAKA MARAE

We the undersigned, being duly elected members of Owairaka and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

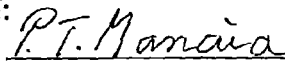
TRUSTEE:


Arita Rita Heta

ADDRESS


36 Tennyson Rd,
HAMILTON

CHAIRMAN:


Peter Toiamoko Manaia

Kahui Ave,
TAUWHARE

ACTING SECRETARY:


Marion Te Rakaahinga Barclay

31 Tennyson Rd,
HAMILTON

DATE: 20 May 1995

NGAA MARAE TOOPU


HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O WAIPAPA

Ko maatou ngaa iwi o te marae o Waipapa araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF WAIPAPA MARAE

We the undersigned, being duly elected members of Waipapa and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

TRUSTEE:


Fred Teweū Porima

ADDRESS

State Highway 31,
KAWHIA

CHAIRMAN:


Wiremu Tengu Tai

Hone St,
KAWHIA

DATE: 19 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O NGAA HAU E WHAA

Ko maatou ngaa iwi o te marae o Ngaa Hau E Whaa araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF NGAA HAU E WHAA MARAE

We the undersigned, being duly elected members of Ngaa Hau E Whaa and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:

Timi Hemopo
Timi Hemopo

ADDRESS

Hilltop Rd,
PUKEKOHE

SECRETARY:

Joy Loakoa Hemopo
Joy Loakoa Hemopo

Hilltop Rd,
PUKEKOHE

TREASURER:

Janie Hineta Astle
Janie Hineta Astle

46 Birdwood Rd,
PUKEKOHE

DATE: 18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O WAIKARETUU

Ko maatou ngaa iwi o te marae o Waikaretuu araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF WAIKARETUU MARAE

We the undersigned, being duly elected members of Waikaretuu and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

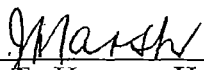
CHAIRMAN:


Martha Haemata Marshall

ADDRESS

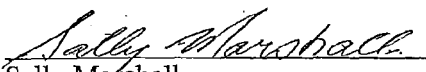
14 Kennelly Cres,
PUKEKOHE

ASSISTANT SECRETARY:


June Te Hunanga Hare Maihi Marsh

Goldings Rd,
PUKEKOHE

ASSISTANT TREASURER:


Sally Marshall

13 Kerry Pl,
PAPAKURA

DATE: 18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TE PAPATAPU

Ko maatou ngaa iwi o te marae o Te Papatapu araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TE PAPATAPU MARAE

We the undersigned, being duly elected members of Te Papatapu and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

TRUSTEES:

Dave Huti Waitere
Dave Huti Waitere

ADDRESS

9 Melody Lane,
RUAKURA

Eva Ripo Jeans
Eva Ripo Jeans

35 Lindsay Cres,
HAMILTON

DATE: 20 May 1995

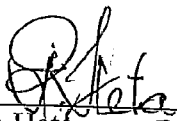
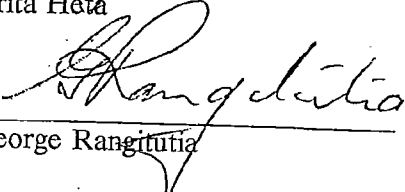
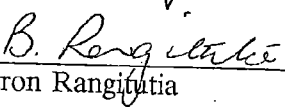

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O AOTEAROA

Ko maatou ngaa iwi o te marae o Aotearoa araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumanu ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF AOTEAROA MARAE

We the undersigned, being duly elected members of Aotearoa and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham, at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

	<u>ADDRESS</u>
TRUSTEE: <u></u> Arita Heta	36 Tennyson Rd, HAMILTON
CHAIRMAN: <u></u> George Rangitūia	36 Fergusson St, TOKOROA
SECRETARY: <u></u> Baron Rangitūia	36 Fergusson St, TOKOROA
TREASURER: <u></u> Rose Smith	RD7, TE AWAMUTU
DATE: 18 May 1995	

NGAA MARAE TOOPU


HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TAURANGANUI

Ko maatou ngaa iwi o te marae o Tauranganui araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TAURANGANUI MARAE

We the undersigned, being duly elected members of Tauranganui and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:



Rima Charles Taua

ADDRESS

RD2 Onewhero,
TUAKAU

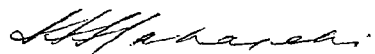
SECRETARY:



Moetu Grace Taua

RD2 Onewhero,
TUAKAU

TREASURER:



Timi Terry Allan Tahapehi

22 Harper St,
PAPAKURA

DATE: 18 May 1995

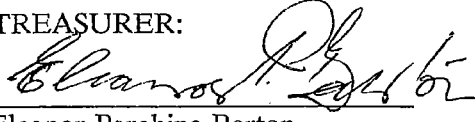
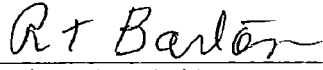
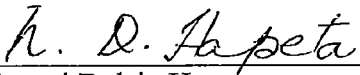
NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TE OHAAKI

Ko maatou ngaa iwi o te marae o Te Ohaaki araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TE OHAAKI MARAE

We the undersigned, being duly elected members of Te Ohaaki and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

	<u>ADDRESS</u>
CHAIRMAN/TREASURER:  Eleanor Parehina Barton	30 Russleigh Dr, HAMILTON
TRUSTEE:  Rangi Te Atawhai Barton	30 Russleigh Dr, HAMILTON
SECRETARY:  Ngawai Dulcie Hapeta	4 Porikapa Rd, OWAHATA ROTORUA

DATE: 18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O WAIKARE

Ko maatou ngaa iwi o te marae o Waikare araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF WAIKARE MARAE

We the undersigned, being duly elected members of Waikare and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:

Richard Hily De Thierry
Richard Hily De Thierry

ADDRESS

3 Windmill Rd,
PUKEKOHE

SECRETARY:

M. Manukau
Mary Hilda Manukau

21 Darnell Cres,
MANUKAU

TREASURER:

Elizabeth De Thierry
Elizabeth De Thierry

Wairanga Rd,
TE KAUWHATA

DATE:

18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O MOOKAI KAINGA

Ko maatou ngaa iwi o te marae o Mookai Kainga araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF MOOKAI KAINGA MARAE

We the undersigned, being duly elected members of Mookai Kainga and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

TRUSTEES:

Nora Pikia
Nora Pikia

D H Waitere
Dave Huti Waitere

ADDRESS

RD1, Aotea Rd
KAWHIA

9 Melody Lane
RUAKURA

DATE: 18 May 1995

NGAA MARAE TOOPU


HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O OOKAPU

Ko maatou ngaa iwi o te marae o Ookapu araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF OOKAPU MARAE

We the undersigned, being duly elected members of Ookapu and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.


CHAIRMAN:


Chris Taylor

ADDRESS


62 Claude St,
HAMILTON

ACTING CHAIRMAN:


Wiremu Mahara

Aotea Rd,
KAWHIA

ACTING SECRETARY:


Miki Ronald Apiti

6/239 Old Farm Rd,
HAMILTON

TREASURER:


Hilda Ko Te Hira Brennan

50 Mears Rd,
HAMILTON

DATE: 20 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TE TAUMATA

Ko maatou ngaa iwi o te marae o Te Taumata araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TE TAUMATA MARAE

We the undersigned, being duly elected members of Te Taumata and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:


Ken Kiri Heke

ADDRESS

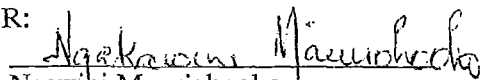
RD1 Paaraawera Rd,
TE AWAMUTU

SECRETARY:


Rose Rauputiputi Eliza Smith

Arohena RD7,
TE AWAMUTU

TREASURER:


Ngawini Mauriohooho

RD1 Paaraawera Rd,
TE AWAMUTU

DATE: 18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O PUKEREWA

Ko maatou ngaa iwi o te marae o Pukerewa araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuuma ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF PUKEREWA MARAE

We the undersigned, being duly elected members of Pukerewa and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

ADDRESS

TRUSTEE/CHAIRMAN:

M. Marapa Rihaere Whare Waikaretu RD5,
Minarapa Rihaere Whare TUAKAU

SECRETARY:

Te Aroha Whare Waikaretu RD5,
Te Aroha Whare TUAKAU

DATE: 18 May 1995

NGAA MARAE TOOPU

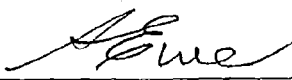
HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O NGAA TAI E RUA

Ko maatou ngaa iwi o te marae o Ngaa Tai E Rua araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF NGAA TAI E RUA MARAE

We the undersigned, being duly elected members of Ngaa Tai E Rua and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

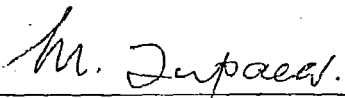
CHAIRMAN:


Kiriweti Su Ewe

ADDRESS

22 Tyron St,
OTARA

SECRETARY:


Marangai Tupaea

133 George St,
TUAKAU

TREASURER:

Te Runga Ewe

10 Atkinson Rd,
PAPATOETOE

DATE: 18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O RUKUMOANA

Ko maatou ngaa iwi o te marae o Rukumoana araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF RUKUMOANA MARAE

We the undersigned, being duly elected members of Rukumoana and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

ADDRESS

TRUSTEE:

H. Walker
Hinemapuhia Walker

PO Box 333
MORRINSVILLE

CHAIRMAN:

W. Hotene
Wayne Wetanui Hotene

PO Box 349
MORRINSVILLE

TREASURER:

P. Heta
Pam Raumako Heta

42 Eynon Rd,
MORRINSVILLE

DATE: 18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O MAUREA

Ko maatou ngaa iwi o te marae o Maurea araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF MAUREA MARAE

We the undersigned, being duly elected members of Maurea and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:

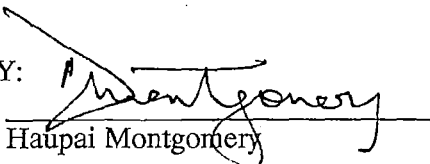


Walter Toto

ADDRESS

8 Te Puea Ave,
MEREMERE

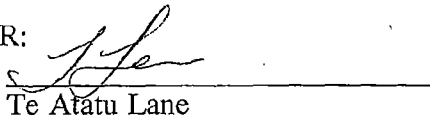
SECRETARY:



Haupai Montgomery

Tuakau Rd,
POKENO

TREASURER:



Te Atatu Lane

Te Ohaaki Rd,
HUNTLY

DATE: 18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O RAUNGAITI

Ko maatou ngaa iwi o te marae o Raungaiti araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF RAUNGAITI MARAE

We the undersigned, being duly elected members of Raungaiti and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:


Raymond Ahuroa Tuhakaraina

ADDRESS

10 Ward St,
WAHAROA

SECRETARY:

Joanne Paretapu Wharawhara

Jones St,
WAHAROA

TREASURER:

Marshall Tuhakaraina

30a Elizabeth St,
MATAMATA

DATE: 18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O RERETEWHIIOI

Ko maatou ngaa iwi o te marae o Reretewhioi araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF RERETEWHIIOI MARAE

We the undersigned, being duly elected members of Reretewhioi and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

	<u>ADDRESS</u>
TRUSTEE: <u>P. Tapara.</u> Pat Puketapu Tapara	2 Eyre St, NGARUAWAHIA
TRUSTEE/ACTING CHAIRMAN: <u>Areka Alec Tapara.</u> Areka Alec Tapara	10 Shanley Cres, WAIUKU
SECRETARY/TREASURER: <u>Murray</u> Murray Craig McQuinn	9 Matai St, WAIUKU

DATE: 20 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O POOHARA

Ko maatou ngaa iwi o te marae o Poohara araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF POOHARA MARAE

We the undersigned, being duly elected members of Poohara and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:

Tiofiori Wally Papa
Tiofiori Wally Papa

ADDRESS

37 Mountbatton Pl,
TOKOROA

SECRETARY:

Rose Te Aroha Tuineau
Rose Te Aroha Tuineau

Oraeipunga Rd, RD2
CAMBRIDGE

TREASURER:

Mihi Te Reina Matchuirua
Mihi Te Reina Matchuirua

Oraeipunga Rd, RD2
CAMBRIDGE

DATE:

18 May 1995

NGAA MARAE TOOPU

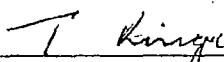
HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O MOTAKOTAKO

Ko maatou ngaa iwi o te marae o Motakotako araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF MOTAKOTAKO MARAE

We the undersigned, being duly elected members of Motakotako and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:


Thomas Te Whaka Kingi

ADDRESS

1/ 5 Marama St
HAMILTON

TRUSTEE:


Wycliffe Taff Rangiaawha

Phillips Rd,
RAGLAN

SECRETARY:


Gloria Tanginaere Hughes

12 Stenbridge Rd,
NGONGOTAHA

18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O WHATAPAKA

Ko maatou ngaa iwi o te marae o Whatapaka araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF WHATAPAKA MARAE

We the undersigned, being duly elected members of Whatapaka and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:

Ted Ngataki
Ted Ngataki

ADDRESS

11 Cliff Rd,
PAPAKURA

SECRETARY:

Denny Kirkwood
Denny Kirkwood

RD1 Whatapaka Rd,
KARAKA

TREASURER:

Anne Kirkwood
Anne Kirkwood

65 Kerrs Rd,
MANUKAU

DATE: 18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O MAKETU

Ko maatou ngaa iwi o te marae o Maketu araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF MAKETU MARAE

We the undersigned, being duly elected members of Maketu and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

ADDRESS

TRUSTEE/TREASURER:

Bert Manuwhati King
Bert Manuwhati King

Wetere St,
KAWHIA

TRUSTEE:

Sidney K. Tuteao
Sid Karuaterangi Tuteao

11d Waingaro Rd,
NGARUAWAHIA

CHAIRMAN:

Peter Sidney Tuteao
Peter Sidney Tuteao

Hoturoa St,
KAWHIA

DEPUTY CHAIRMAN:

David Rewi Kana
David Rewi Kana

41 Yvonne St,
HAMILTON

DATE: 18 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O OPUTIA

Ko maatou ngaa iwi o te marae o Oputia araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF OPUTIA MARAE

We the undersigned, being duly elected members of Oputia and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

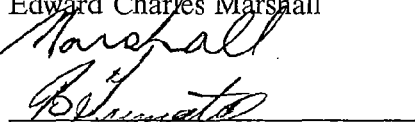
ADDRESS

TRUSTEE/CHAIRMAN:


Edward Charles Marshall

RD5,
TUAKAU

TRUSTEE:


Barney Tumata

RD5,
TUAKAU

SECRETARY/TREASURER


Kuni McConchie

1/8 Gibson Rd,
TUAKAU

DATE: 19 May 1995

NGAA MARAE TOOPU

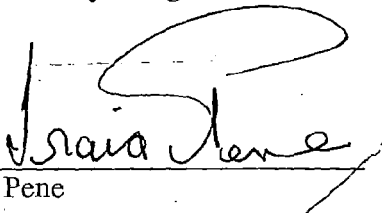
HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O HUKANUI

Ko maatou ngaa iwi o te marae o Hukanui araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF HUKANUI MARAE

We the undersigned, being duly elected members of Hukanui and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

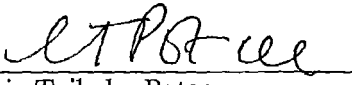
CHAIRMAN:


Iraia Pence

ADDRESS

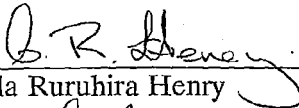
59 Masfield Dr,
HAMILTON

SECRETARY:


Connie Taiheke Potae

RD1,
TAUPIRI

TREASURERS:


Cilla Ruruhira Henry

PO Box 27
GORDONTON


Ormond Te Puke Broadhurst

Smith Ave,
HUNTLY

DATE:

19 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O MANGATOATO

Ko maatou ngaa iwi o te marae o Mangatoatoa araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF MANGATOATO MARAE

We the undersigned, being duly elected members of Mangatoatoa and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

TRUSTEE:


Wayne Walter Winiata Taitoko

ADDRESS

6 Durham St,
HAMILTON

SECRETARY:


Rovina Te Kawenata Maniapoto-Anderson

C. Tokoroa High
TOKOROA

DATE: 19 May 1995

NGAA MARAE TOOPU

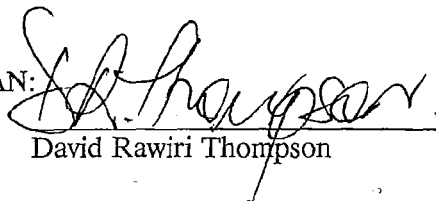
HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O NGATIRA

Ko maatou ngaa iwi o te marae o Ngatira araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuuma ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF NGATIRA MARAE

We the undersigned, being duly elected members of Ngatira and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:


David Rawiri Thompson

ADDRESS

13 McDiarmid Cres,
HUNTLY

TRUSTEE:


Miki Watehe

RD2,
NGATIRA

DATE: 19 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O ORAEROA

Ko maatou ngaa iwi o te marae o Oraeroa araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF ORAEROA MARAE

We the undersigned, being duly elected members of Oraeroa and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:

R. Tamihana
Te Rewha Tamihana

ADDRESS

5 Fields Rd
Manurewa

SECRETARY:

V. Thompson
Vera Thompson

5 Fields Rd
Manurewa

TREASURER:

R. Rapana
Rita Ngarewa Rapana

9 Maraetai Place
Port Waikato
STH AUCKLAND

DATE: 19 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TE TOKANGANUI A NOHO

Ko maatou ngaa iwi o te marae o Te Tokanganui A Noho araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TE TOKANGANUI A NOHO MARAE

We the undersigned, being duly elected members of Te Tokanganui A Noho and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

TRUSTEE:

K. T. Wetere
Koro Tainui Wetere

ADDRESS

34 Harpers Ave
OTOROHANGA

DATE: 19 May 1995

NGAA MARAE TOOPU

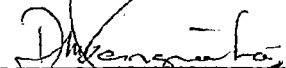
HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TE TIHI O MOERANGI

Ko maatou ngaa iwi o te marae o Te Tihi O Moerangi araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TE TIHI O MOERANGI MARAE

We the undersigned, being duly elected members of Te Tihi O Moerangi and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.


TRUSTEE/CHAIRMAN:


Donald Morobai Rangiawha

ADDRESS

292 Te Rapa Rd,
HAMILTON

SECRETARY:


David Rodney Tamati

43 Graeme Ave
MANGERE EAST

DATE: 20 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O TE HOE O TAINUI

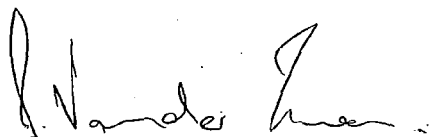
Ko maatou ngaa iwi o te marae o Te Hoe O Tainui araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuamau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF TE HOE O TAINUI MARAE

We the undersigned, being duly elected members of Te Hoe O Tainui and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

ADDRESS

TRUSTEE:


Julia Van Der Zwan


Box B13
RD1, HUNTLY

TRUSTEE:


Suzanne Huhana Davis

Tahuna Rd,
OHINEWAI

CHAIRMAN:


Mick Hutu Wilson

Box B13
RD1, HUNTLY

DATE: 21 May 1995

NGAA MARAE TOOPU

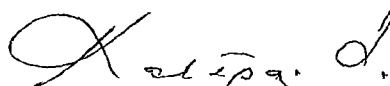
HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O HIONA

Ko maatou ngaa iwi o te marae o Hiona araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF HIONA MARAE

We the undersigned, being duly elected members of Hiona and being a beneficiary marae of the Tainui Maori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:


Isaac Ihaka Whanga Katipa

ADDRESS

51 Carrington Ave,
HAMILTON

SECRETARY:


Tania Eris Katipa

42 Carrington Ave,
HAMILTON

DATE: 21 May 1995

NGAA MARAE TOOPU

HE KAWENATA TUKU MANA KI RARO I TE KIINGITANGA NA TE MARAE O WAITI

Ko maatou ngaa iwi o te marae o Waiti araa ngaa kaipaanga o te Poari Kaitiaki o Tainui, kua haina nei i o maatou ingoa i raro nei e whakapuumau ana i too maatou whakaetanga i te whakatakoto a te Karauna ki te whakatutuki i te take raupatu o Waikato. Ko teenei pukapuka whakaetanga i whakamaaramatia e te Minita mo ngaa Ture i te hui o te 14 May 1995. Teenei maatou te tautoko nei i te kaupapa me te tuku i too maatou mana ki TE ARIKINUI TE ATAIRANGIKAAHU maana hei whakatutuki i teenei whakaetanga i te 22 o Mei 1995.

AUTHORISATION TO ENABLE TE ARIKINUI DAME TE ATAIRANGIKAAHU TO SIGN ON BEHALF OF WAITI MARAE

We the undersigned, being duly elected members of Waiti and being a beneficiary marae of the Tainui Maaori Trust Board, by affixing our signatures hereto, indicate our acceptance of the offer made by the Crown to resolve the Waikato claim as contained within a Deed of Settlement the general terms of which were explained to us by the Minister of Justice, the Honourable Douglas Graham at a meeting on 14 May 1995. We hereby authorise and approve TE ARIKINUI DAME TE ATAIRANGIKAAHU solely to sign on our behalf the Deed of Settlement on Monday 22 May 1995.

CHAIRMAN:

Warren Koinaki

ADDRESS

Waiti Rd,
RD3, MORRINSVILLE

SECRETARY:

Katherine Marama Tufa

Hapuakohe Rd,
RD4, OHINEWAI


DATE: 21 May 1995

ATTACHMENT 13


MAAORI VERSION OF
APOLOGY

This cover page and the attached 1 page is Attachment 13 to the Deed of Settlement between Her Majesty the Queen and Waikato-Tainui dated 22 May 1995.
(Reference: Clause 3, apology)

Signed by the parties' representatives:



for Her Majesty the Queen



for Waikato-Tainui

ATTACHMENT 13

Te Muruhara A Te Karauna

1. E whakaae ana Te Karauna ko oona reo ko oona mana i hara ki nga tikanga o Te Tiriti o Waitangi i taa raatou whakawhiunga i te Kiingitanga me Waikato ki nga hooia i Mangataawhiri i te marama o Hongongoi 1863 i raro i ta raatou tohu whakaingoa. "he iwi whakakeke a Waikato".
2. E whakaatu ana Te Karauna i toona pouri tino hoohonu, aa, kaaore he mutunga o taana tuku whakapaa mo nga taangata i mate i nga parekura whakaeke o ana hooia, aa, mo te taaorotanga hoki o nga whenua tae atu ki te whakararururutanga o te nohoanga o nga Iwi.
3. E whakaae ana Te Karauna teeraa ko nga raupatutanga o nga whenua me nga rawa i whakamanahia e te Ture Mo Te Whakanoho i Te Hunga Maarie, ara, te Iwi Paakeha 1863, a Te Paaremata o Niu Tireni he mahi tino hee, e peehi kino nei i a Waikato mai raano. E noho pani tonu nei raatou i roto i te rawakoretanga me to hauwareatanga o nga mahi toko i te ora, o nga mahi whanaketanga mo nga Iwi o Waikato.
4. E maarama pai ana Te Karauna teeraa ko teenei pouritanga tino toimaha, kaaore nei anoo kia whakatikaina i raro i te Tiriti o Waitangi kei te whakataairi i eenei puutake e rua a Waikato: "i riro whenua atu, me hoki whenua mai" te tuatahi; "ko te moni hei utu mo te hara" te tuarua. Hei whakatutuki, e whakaae ana Te Karauna ki te whakahoki ki te iwi nga whenua e taea ai i roto i teenei whakaactanga kei raro i toona mana i Waikato.
5. E whakaae ana Te Karauna teeraa anoo nga whenua raupatu o Waikato te tino taakoha nui ki te rangatiratanga me te whanaketanga o Niu Tireni ahakoa kei te noho rawakore tonu te Iwi o Waikato i oona whenua me nga hua o aua whenua.
6. Nooreira ka kimi Te Karauna, mo te taha ki nga Iwi Katoa o Niu Tireni, i te huarahi e whakamaarie ai i eenei tuukinotanga, araa, mo te waahanga e taea ai, aa, i teenei whakatutukitanga o teenei take whakamaui o Te Raupatu. He whakaotinga teenei i raro i nga take raarangi o Te Pukapuka Whakaactanga i hainatia i te 22 o nga raa o Haratua 1995, maana hei arahi atu ki te ao hou o te mahi tahi ki Te Kiingitanga me Waikato.