NGĀTI WHĀTUA ŌRĀKEI

and

NGĀTI WHĀTUA ŌRĀKEI TRUSTEE LIMITED

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: PROPERTY

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1 DISCLOSURE INFORMATION AND WARRANTY

DISCLOSURE INFORMATION

1.1 The Crown –

1.1.1 has provided information to the Board about the Pourewa Creek site from the Department of Conservation dated 13 September 2011; and

1.1.2 has provided information to the Board about the NZDF properties from New Zealand Defence Force dated 10 June, 20 June, 22 June, 28 June and 5 July 2011; and

1.1.3 has provided information to the Board about 99 Owens Road from LINZ dated 22 September and 12 October 2010; and

1.1.4 must, under paragraph 5.4, provide information to the governance entity about the Plymouth Crescent site if the governance entity has, in accordance with part 5, given the Crown notice of interest in purchasing this property.

WARRANTY

1.2 The Crown warrants to the governance entity that the disclosure information in relation to a settlement property is all the material information about the property that the land holding agency is aware of at the date of providing that information, –

1.2.1 having inspected the agency's records; but

1.2.2 not having made enquiries beyond the agency's records; and

1.2.3 in particular, not having undertaken a physical inspection of the property.

WARRANTY LIMITS

1.3 Other than under paragraph 1.2, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to –

1.3.1 a settlement property, including in relation to –

(a) its state, condition, fitness for use, ownership, occupation, or management; or

(b) its compliance with –

(i) legislation, including bylaws; or

(ii) any enforcement or other notice, requisition, or proceedings; or

1.3.2 the disclosure information about a settlement property, including in relation to its completeness or accuracy.

1.4 The Crown has no liability in relation to the state or condition of a settlement property, except for any liability arising as a result of a breach of paragraph 1.2.

INSPECTION

1.5 However, although the Crown is not giving any representation or warranty in relation to a settlement property, other than under paragraph 1.2, the governance entity acknowledges that it could, before the date of this deed or, in the case of the Plymouth Crescent site, the day on which the governance entity gives an election notice electing to purchase the property, –

1.5.1 inspect the property and determine its state and condition; and

1.5.2 consider the disclosure information in relation to it.

2 VESTING OF POUREWA CREEK SITE

SAME MANAGEMENT REGIME AND CONDITION

2.1 Until the settlement date, the Crown must –

2.1.1 continue to manage and administer the Pourewa Creek site in accordance with its existing practices; and

2.1.2 maintain the Pourewa Creek site in substantially the same condition that it is in at the date of this deed.

2.2 Paragraph 2.1 does not require the Crown to restore or repair the Pourewa Creek site damaged by an event beyond the Crown's control.

COMPLETION OF DOCUMENTATION

2.3 Any documentation required by this deed and/or the settlement legislation to be signed by the governance entity in relation to the vesting of the Pourewa Creek site, must, on or before the settlement date, be –

2.3.1 provided by the Crown to the governance entity; and

2.3.2 duly signed and returned by the governance entity.

SURVEY AND REGISTRATION

2.4 The Crown must arrange, and pay for, –

2.4.1 the preparation, approval, and where applicable the deposit, of a cadastral survey dataset of the Pourewa Creek site to the extent it is required to enable the issue, under the settlement legislation, of a computer freehold register for the property; and

2.4.2 the registration of any document required in relation to the vesting under the settlement legislation of the Pourewa Creek site in the governance entity.

3 DESCRIPTIONS OF COMMERCIAL PROPERTIES

Narrow Neck Property

North Auckland Land District – Auckland Council

Description	Encumbrances
3.2086 hectares, more or less, being Section 1 SO 448861. Part Computer Interest Register 330050.	Subject to an unregistered Licence to Occupy over part of the land to Vodafone New Zealand Limited.

NZDF HOUSING BLOCKS

Beresford block

North Auckland Land District – Auckland Council

Description	Encumbrances
0.0667 hectares, more or less, being Lot 1 DP 38171. All Computer Freehold Register 547891.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K60267.
0.0865 hectares, more or less, being Lot 2 DP 38171. All Computer Freehold Register 547892.	Subject to a pipeline for the passage of stormwater created by Certificate K60267.
0.0710 hectares, more or less, being Lot 3 DP 38171. All Computer Freehold Register 547893.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K60267.
0.1138 hectares, more or less, being Lot 4 DP 38171. All Computer Freehold Register 547894.	Subject to a pipeline for the passage of stormwater created by Certificate K60267.
0.1475 hectares, more or less, being Lot 5 DP 38180. All Computer Freehold Register 547895.	Subject to a pipeline for the passage of stormwater created by Certificate K60267.
0.0718 hectares, more or less, being Lot 7 DP 38171. All Computer Freehold Register 547896.	Subject to a pipeline for the passage of stormwater created by Certificate K60267.
0.1301 hectares, more or less, being Lot 22 DP 38180. All Computer Freehold Register 547897.	Subject to a pipeline for the passage of stormwater created by Certificate K60267.

0.1295 hectares, more or less, being Lot 19 DP 48743. All Computer Freehold Register 547898.	Subject to a pipeline for the passage of stormwater created by Certificate K60267.
0.0703 hectares, more or less, being Lot 24 DP 38171. All Computer Freehold Register 547899.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K60267.
0.0713 hectares, more or less, being Lot 25 DP 38171. All Computer Freehold Register 547900.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K60267.

Birchfield block

North Auckland Land District – Auckland Council

Description	Encumbrances
1.0029 hectares, more or less, being Lot 1 DP 43714. All Computer Freehold Register 554642.	
0.7932 hectares, more or less, being Lot 3 DP 43714. All Computer Freehold Register 554643.	
0.0809 hectares, more or less, being Lot 17 DP 33263. All Computer Freehold Register 547721.	

Hillary block

North Auckland Land District – Auckland Council

Description	Encumbrances
0.0789 hectares, more or less, being Lot 42 DP 40536. All Computer Freehold Register 547722.	
0.0789 hectares, more or less, being Lot 43 DP 40536. All Computer Freehold Register 547723.	
0.0873 hectares, more or less, being Lot 44 DP 40536. All Computer Freehold Register 547724.	

3 DESCRIPTIONS OF COMMERCIAL PROPERTIES

0.0946 hectares, more or less, being Lot 45 DP 40536. All Computer Freehold Register 547725.	
0.0948 hectares, more or less, being Lot 46 DP 40536. All Computer Freehold Register 547726.	
0.0807 hectares, more or less, being Lot 47 DP 40536. All Computer Freehold Register 547727.	
0.0804 hectares, more or less, being Lot 48 DP 40536. All Computer Freehold Register 547728.	
0.0804 hectares, more or less, being Lot 49 DP 40536. All Computer Freehold Register 547729.	
0.0804 hectares, more or less, being Lot 50 DP 40536. All Computer Freehold Register 547730.	
0.0804 hectares, more or less, being Lot 51 DP 40536. All Computer Freehold Register 547731.	
0.0779 hectares, more or less, being Lot 52 DP 40536. All Computer Freehold Register 547732.	
0.0696 hectares, more or less, being Lot 53 DP 40536. All Computer Freehold Register 547733.	
0.0804 hectares, more or less, being Lot 54 DP 40536. All Computer Freehold Register 547734.	
0.0690 hectares, more or less, being Lot 55 DP 40536. All Computer Freehold Register 547735.	
0.0690 hectares, more or less, being Lot 56 DP 40536. All Computer Freehold Register 547736.	
0.0784 hectares, more or less, being Lot 57 DP 40536. All Computer Freehold Register 547737.	

3 DESCRIPTIONS OF COMMERCIAL PROPERTIES

0.0761 hectares, more or less, being Lot 58 DP 40536. All Computer Freehold Register 547738.	
0.0787 hectares, more or less, being Lot 59 DP 40536. All Computer Freehold Register 547739.	
0.0817 hectares, more or less, being Lot 60 DP 40536. All Computer Freehold Register 547740.	
0.0817 hectares, more or less, being Lot 61 DP 40536. All Computer Freehold Register 547741.	
0.0817 hectares, more or less, being Lot 62 DP 40536. All Computer Freehold Register 547742.	
0.0789 hectares, more or less, being Lot 63 DP 40536. All Computer Freehold Register 547743.	
0.0860 hectares, more or less, being Lot 64 DP 40536. All Computer Freehold Register 547744.	
0.0948 hectares, more or less, being Lot 65 DP 40536. All Computer Freehold Register 547745.	
0.0999 hectares, more or less, being Lot 66 DP 40536. All Computer Freehold Register 547746.	
0.1002 hectares, more or less, being Lot 67 DP 40536. All Computer Freehold Register 547747.	
0.0822 hectares, more or less, being Lot 1 DP 40536. All Computer Freehold Register 547748.	
0.0809 hectares, more or less, being Lot 2 DP 40536. All Computer Freehold Register 547749.	
0.0943 hectares, more or less, being Lot 3 DP 40536. All Computer Freehold Register 547750.	

3 DESCRIPTIONS OF COMMERCIAL PROPERTIES

0.1108 hectares, more or less, being Lot 4 DP 40536. All Computer Freehold Register 547751.	
0.1462 hectares, more or less, being Lot 5 DP 40536. All Computer Freehold Register 547752.	
0.1002 hectares, more or less, being Lot 6 DP 40536. All Computer Freehold Register 547753.	
0.1343 hectares, more or less, being Lot 7 DP 40536. All Computer Freehold Register 547754.	
0.1298 hectares, more or less, being Lot 8 DP 40536. All Computer Freehold Register 547755.	
0.0890 hectares, more or less, being Lot 9 DP 40536. All Computer Freehold Register 547756.	
0.0900 hectares, more or less, being Lot 10 DP 40536. All Computer Freehold Register 547757.	
0.1060 hectares, more or less, being Lot 11 DP 40536. All Computer Freehold Register 547758.	
0.0916 hectares, more or less, being Lot 12 DP 40536. All Computer Freehold Register 547759.	
0.0855 hectares, more or less, being Lot 13 DP 40536. All Computer Freehold Register 547760.	
0.0830 hectares, more or less, being Lot 14 DP 40536. All Computer Freehold Register 547761.	
0.0794 hectares, more or less, being Lot 15 DP 40536. All Computer Freehold Register 547762.	
0.0804 hectares, more or less, being Lot 16 DP 40536. All Computer Freehold Register 547763.	

3 DESCRIPTIONS OF COMMERCIAL PROPERTIES

0.0812 hectares, more or less, being Lot 17 DP 40536. All Computer Freehold Register 547764.	
0.0822 hectares, more or less, being Lot 18 DP 40536. All Computer Freehold Register 547765.	
0.0885 hectares, more or less, being Lot 19 DP 40536. All Computer Freehold Register 547766.	
0.0870 hectares, more or less, being Lot 20 DP 40536. All Computer Freehold Register 547767.	
0.1151 hectares, more or less, being Lot 21 DP 40536. All Computer Freehold Register 547768.	
0.0916 hectares, more or less, being Lot 22 DP 40536. All Computer Freehold Register 547769.	
0.0991 hectares, more or less, being Lot 23 DP 40536. All Computer Freehold Register 547770.	
0.1356 hectares, more or less, being Lot 24 DP 40536. All Computer Freehold Register 547771.	
0.1318 hectares, more or less, being Lot 25 DP 40536. All Computer Freehold Register 547772.	
0.0774 hectares, more or less, being Lot 26 DP 40536. All Computer Freehold Register 547773.	
0.0797 hectares, more or less, being Lot 27 DP 40536. All Computer Freehold Register 547774.	
0.0911 hectares, more or less, being Lot 28 DP 40536. All Computer Freehold Register 547775.	
0.0827 hectares, more or less, being Lot 41 DP 40536. All Computer Freehold Register 547776.	

0.0728 hectares, more or less, being Lot 40 DP 40536. All Computer Freehold Register 547777.	
0.0728 hectares, more or less, being Lot 39 DP 40536. All Computer Freehold Register 547778.	
0.0857 hectares, more or less, being Lot 38 DP 40536. All Computer Freehold Register 547779.	
0.0723 hectares, more or less, being Lot 29 DP 40536. All Computer Freehold Register 547780.	
0.0981 hectares, more or less, being Lot 30 DP 40536. All Computer Freehold Register 547781.	
0.1330 hectares, more or less, being Lot 68 DP 40536. All Computer Freehold Register 547782.	
0.0870 hectares, more or less, being Lot 31 DP 40536. All Computer Freehold Register 547783.	
0.1055 hectares, more or less, being Lot 32 DP 40536. All Computer Freehold Register 547784.	
0.1396 hectares, more or less, being Lot 33 DP 40536. All Computer Freehold Register 547785.	
0.0756 hectares, more or less, being Lot 34 DP 40536. All Computer Freehold Register 547786.	
0.0756 hectares, more or less, being Lot 35 DP 40536. All Computer Freehold Register 547787.	
0.0807 hectares, more or less, being Lot 37 DP 40536. All Computer Freehold Register 547788.	
0.0784 hectares, more or less, being Lot 36 DP 40536. All Computer Freehold Register 547789.	

0.0736 hectares, more or less, being Lot 13 DP 41132. All Computer Freehold Register 547790.	
0.0713 hectares, more or less, being Lot 12 DP 41132. All Computer Freehold Register 547791.	
0.0701 hectares, more or less, being Lot 11 DP 41132. All Computer Freehold Register 547792.	
0.0751 hectares, more or less, being Lot 10 DP 41132. All Computer Freehold Register 547793.	
0.0814 hectares, more or less, being Lot 9 DP 41132. All Computer Freehold Register 547794.	
0.1085 hectares, more or less, being Lot 8 DP 41132. All Computer Freehold Register 547795.	
0.0976 hectares, more or less, being Lot 7 DP 41132. All Computer Freehold Register 547796.	
0.1050 hectares, more or less, being Lot 6 DP 41132. All Computer Freehold Register 547797.	
0.1199 hectares, more or less, being Lot 5 DP 41132. All Computer Freehold Register 547798.	
0.0868 hectares, more or less, being Lot 4 DP 41132. All Computer Freehold Register 547799.	
0.0696 hectares, more or less, being Lot 3 DP 41132. All Computer Freehold Register 547800.	
0.0741 hectares, more or less, being Lot 2 DP 41132. All Computer Freehold Register 547801.	
0.0807 hectares, more or less, being Lot 1 DP 41132. All Computer Freehold Register 547802.	

Marsden block

North Auckland Land District – Auckland Council

Description	Encumbrances
0.0743 hectares, more or less, being Lot 1 DP 40748. All Computer Freehold Register 547672.	
0.0751 hectares, more or less, being Lot 2 DP 40748. All Computer Freehold Register 547673.	
0.0666 hectares, more or less, being Section 2 SO 440634. Part Proclamation 13293.	
0.0776 hectares, more or less, being Lot 4 DP 40748. All Computer Freehold Register 547674.	
0.0751 hectares, more or less, being Lot 5 DP 40748. All Computer Freehold Register 547675.	
0.0751 hectares, more or less, being Lot 6 DP 40748. All Computer Freehold Register 547676.	
0.0751 hectares, more or less, being Lot 7 DP 40748. All Computer Freehold Register 547677.	
0.0751 hectares, more or less, being Lot 8 DP 40748. All Computer Freehold Register 547678.	
0.0751 hectares, more or less, being Lot 9 DP 40748. All Computer Freehold Register 547679.	
0.0786 hectares, more or less, being Lot 10 DP 40748. All Computer Freehold Register 547680.	
0.0796 hectares, more or less, being Lot 11 DP 40748. All Computer Freehold Register 547681.	

3 DESCRIPTIONS OF COMMERCIAL PROPERTIES

0.0733 hectares, more or less, being Lot 12 DP 40748. All Computer Freehold Register 550790.	
0.0781 hectares, more or less, being Lot 13 DP 40748. All Computer Freehold Register 547683.	
0.0892 hectares, more or less, being Lot 14 DP 40748. All Computer Freehold Register 547684.	
0.0862 hectares, more or less, being Lot 15 DP 40748. All Computer Freehold Register 547685.	
0.1011 hectares, more or less, being Lot 16 DP 40748. All Computer Freehold Register 547686.	
0.1379 hectares, more or less, being Part Lot 17 DP 40748. All Computer Freehold Register 547687.	Subject to a right to convey water and sewage created by Transfer A6123. Subject to a right (in gross) to an electricity transmission easement in favour of the Waitemata Electric Power Board created by Transfer A8516.
0.0794 hectares, more or less, being Lot 18 DP 40748. All Computer Freehold Register 547688.	
0.1461 hectares, more or less, being Lot 20 DP 40748. All Computer Freehold Register 547689.	
0.0976 hectares, more or less, being Lot 21 DP 40748. All Computer Freehold Register 547690.	
0.0854 hectares, more or less, being Lot 22 DP 40748. All Computer Freehold Register 547691.	
0.0854 hectares, more or less, being Lot 23 DP 40748. All Computer Freehold Register 547692.	
0.0996 hectares, more or less, being Lot 24 DP 40748. All Computer Freehold Register 547693.	

0.0799 hectares, more or less, being Lot 25 DP 40748. All Computer Freehold Register 547694.	
0.0806 hectares, more or less, being Lot 26 DP 40748. All Computer Freehold Register 547695.	
0.0822 hectares, more or less, being Lot 27 DP 40748. All Computer Freehold Register 547696.	
0.0956 hectares, more or less, being Lot 28 DP 40748. All Computer Freehold Register 547697.	
0.1097 hectares, more or less, being Lot 29 DP 40748. All Computer Freehold Register 547698.	
0.0799 hectares, more or less, being Lot 30 DP 40748. All Computer Freehold Register 547699.	
0.1277 hectares, more or less, being Lot 31 DP 40748. All Computer Freehold Register 547700.	
0.1188 hectares, more or less, being Lot 32 DP 40748. All Computer Freehold Register 547701.	
0.0748 hectares, more or less, being Lot 33 DP 40748. All Computer Freehold Register 547702.	
0.0715 hectares, more or less, being Lot 34 DP 40748. All Computer Freehold Register 547703.	
0.1231 hectares, more or less, being Lot 35 DP 40748. All Computer Freehold Register 547704.	
0.1090 hectares, more or less, being Lot 36 DP 40748. All Computer Freehold Register 547705.	Subject to an unregistered Licence to occupy over part for the purposes of a walkway and cycleway to Auckland Council.

3 DESCRIPTIONS OF COMMERCIAL PROPERTIES

0.0738 hectares, more or less, being Lot 37 DP 40748. All Computer Freehold Register 547706.	Subject to an unregistered Licence to occupy over part for the purposes of a walkway and cycleway to Auckland Council.
0.0725 hectares, more or less, being Lot 38 DP 40748. All Computer Freehold Register 547707.	Subject to an unregistered Licence to occupy over part for the purposes of a walkway and cycleway to Auckland Council.
0.0809 hectares, more or less, being Lot 39 DP 40748. All Computer Freehold Register 547708.	Subject to an unregistered Licence to occupy over part for the purposes of a walkway and cycleway to Auckland Council.
0.0814 hectares, more or less, being Lot 40 DP 40748. All Computer Freehold Register 547709.	Subject to an unregistered Licence to occupy over part for the purposes of a walkway and cycleway to Auckland Council.
0.0794 hectares, more or less, being Lot 41 DP 40748. All Computer Freehold Register 547710.	
0.0868 hectares, more or less, being Lot 42 DP 40748. All Computer Freehold Register 547711.	
0.0812 hectares, more or less, being Lot 43 DP 40748. All Computer Freehold Register 547712.	
0.1249 hectares, more or less, being Lot 46 DP 40748. All Computer Freehold Register 547713.	
0.0812 hectares, more or less, being Lot 44 DP 40748. All Computer Freehold Register 547714.	
0.0812 hectares, more or less, being Lot 45 DP 40748. All Computer Freehold Register 547715.	
0.1021 hectares, more or less, being Lot 8 DP 8420. All Computer Freehold Register 547717.	

Plymouth block

North Auckland Land District – Auckland Council

Description	Encumbrances
0.0716 hectares, more or less, being Lot 165 DP 42896. All Computer Freehold Register 547803.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K73216.
0.0696 hectares, more or less, being Lot 164 DP 42896. All Computer Freehold Register 547804.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K73216.
0.0756 hectares, more or less, being Lot 166 DP 42896. All Computer Freehold Register 547805.	Subject to a pipeline for the passage of stormwater created by Certificate K73216. Subject to a drainage and sewage right created by Transfer 698971.
0.0771 hectares, more or less, being Lot 167 DP 42896. All Computer Freehold Register 547806.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0787 hectares, more or less, being Lot 169 DP 42896. All Computer Freehold Register 547807.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.1002 hectares, more or less, being Lot 170 DP 42896. All Computer Freehold Register 547808.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0885 hectares, more or less, being Part Lot 171 DP 42896. All Computer Freehold Register 547809.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0685 hectares, more or less, being Part Lot 172 DP 42896. All Computer Freehold Register 547810.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0769 hectares, more or less, being Part Lot 173 DP 42896. All Computer Freehold Register 547811.	Subject to a pipeline for the passage of stormwater created by Certificate K73216. Subject to an electric power transmission right (in gross) in favour of the Waitemata Electric Power Board created by Transfer A10890.
0.0640 hectares, more or less, being Part Lot 174 DP 42896. All Computer Freehold Register 547812.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K73216.

3 DESCRIPTIONS OF COMMERCIAL PROPERTIES

0.0620 hectares, more or less, being Part Lot 175 DP 42896. All Computer Freehold Register 547813.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K73216.
0.0660 hectares, more or less, being Part Lot 176 DP 42896. All Computer Freehold Register 547814.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0703 hectares, more or less, being Part Lot 177 DP 42896. All Computer Freehold Register 547815.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0701 hectares, more or less, being Part Lot 178 DP 42896. All Computer Freehold Register 547816.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0698 hectares, more or less, being Part Lot 179 DP 42896. All Computer Freehold Register 547817.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0726 hectares, more or less, being Part Lot 180 DP 42896. All Computer Freehold Register 547818.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0673 hectares, more or less, being Part Lot 181 DP 42896. All Computer Freehold Register 547819.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0632 hectares, more or less, being Part Lot 182 DP 42896. All Computer Freehold Register 547820.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0728 hectares, more or less, being Part Lot 183 DP 42896. All Computer Freehold Register 547821.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0769 hectares, more or less, being Part Lot 184 DP 42896. All Computer Freehold Register 547822.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0761 hectares, more or less, being Part Lot 185 DP 42896. All Computer Freehold Register 547823.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0650 hectares, more or less, being Part Lot 186 DP 42896. All Computer Freehold Register 547824.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0731 hectares, more or less, being Part Lot 187 DP 42896. All Computer Freehold Register 547825.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.

0.0837 hectares, more or less, being Part Lot 188 DP 42896. All Computer Freehold Register 547826.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0769 hectares, more or less, being Part Lot 189 DP 42896. All Computer Freehold Register 547827.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0726 hectares, more or less, being Part Lot 190 DP 42896. All Computer Freehold Register 547828.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0807 hectares, more or less, being Part Lot 191 DP 42896. All Computer Freehold Register 547829.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0852 hectares, more or less, being Lot 192 DP 42896. All Computer Freehold Register 547830.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0870 hectares, more or less, being Lot 193 DP 42896. All Computer Freehold Register 547831.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0842 hectares, more or less, being Lot 194 DP 42896. All Computer Freehold Register 547833.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0852 hectares, more or less, being Lot 195 DP 42896. All Computer Freehold Register 547834.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0928 hectares, more or less, being Lot 196 DP 42896. All Computer Freehold Register 547835.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0918 hectares, more or less, being Lot 197 DP 42896. All Computer Freehold Register 547836.	Subject to a pipeline for the passage of stormwater created by Certificate K73216.
0.0802 hectares, more or less, being Lot 119 DP 42896. All Computer Freehold Register 547837.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0865 hectares, more or less, being Lot 120 DP 42896. All Computer Freehold Register 547838.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.1495 hectares, more or less, being Lot 156 DP 42896. All Computer Freehold Register 547839.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K71548.

0.0766 hectares, more or less, being Lot 121 DP 42896. All Computer Freehold Register 547840.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0708 hectares, more or less, being Lot 122 DP 42896. All Computer Freehold Register 547841.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0870 hectares, more or less, being Lot 123 DP 42896. All Computer Freehold Register 547842.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0774 hectares, more or less, being Lot 124 DP 42896. All Computer Freehold Register 547843.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0926 hectares, more or less, being Lot 125 DP 42896. All Computer Freehold Register 547844.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0809 hectares, more or less, being Lot 126 DP 42896. All Computer Freehold Register 547845.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0847 hectares, more or less, being Lot 127 DP 42896. All Computer Freehold Register 547846.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K71548.
0.0862 hectares, more or less, being Lot 128 DP 42896. All Computer Freehold Register 547847.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0819 hectares, more or less, being Lot 129 DP 42896. All Computer Freehold Register 547848.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0961 hectares, more or less, being Lot 130 DP 42896. All Computer Freehold Register 547849.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.1163 hectares, more or less, being Lot 131 DP 42896. All Computer Freehold Register 547850.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.1040 hectares, more or less, being Lot 133 DP 42896. All Computer Freehold Register 547851.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.

3 DESCRIPTIONS OF COMMERCIAL PROPERTIES

0.0776 hectares, more or less, being Lot 134 DP 42896. All Computer Freehold Register 547852.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0842 hectares, more or less, being Lot 135 DP 42896. All Computer Freehold Register 547853.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0774 hectares, more or less, being Lot 136 DP 42896. All Computer Freehold Register 547854.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0761 hectares, more or less, being Lot 137 DP 42896. All Computer Freehold Register 547855.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0764 hectares, more or less, being Lot 138 DP 42896. All Computer Freehold Register 547856.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0675 hectares, more or less, being Lot 139 DP 42896. All Computer Freehold Register 547857.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0675 hectares, more or less, being Lot 140 DP 42896. All Computer Freehold Register 547858.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0675 hectares, more or less, being Lot 141 DP 42896. All Computer Freehold Register 547859.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0976 hectares, more or less, being Lot 142 DP 42896. All Computer Freehold Register 547860.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0880 hectares, more or less, being Lot 143 DP 42896. All Computer Freehold Register 547861.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0974 hectares, more or less, being Lot 144 DP 42896. All Computer Freehold Register 547862.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0837 hectares, more or less, being Lot 150 DP 42896. All Computer Freehold Register 547864.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.

0.1169 hectares, more or less, being Lot 151 DP 42896. All Computer Freehold Register 547865.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.1399 hectares, more or less, being Lot 152 DP 42896. All Computer Freehold Register 547866.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K71548.
0.0797 hectares, more or less, being Lot 153 DP 42896. All Computer Freehold Register 547867.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0756 hectares, more or less, being Lot 154 DP 42896. All Computer Freehold Register 547868.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.1437 hectares, more or less, being Lot 155 DP 42896. All Computer Freehold Register 547869.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0893 hectares, more or less, being Lot 157 DP 42896. All Computer Freehold Register 547870.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0764 hectares, more or less, being Lot 158 DP 42896. All Computer Freehold Register 547871.	Subject to a pipeline for the passage of stormwater created by Certificate K71548.
0.0787 hectares, more or less, being Lot 159 DP 42896. All Computer Freehold Register 547872.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K71548.
0.0825 hectares, more or less, being Lot 160 DP 42896. All Computer Freehold Register 547873.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K71548.
0.0792 hectares, more or less, being Lot 98 DP 37891. All Computer Freehold Register 547874.	Subject to a pipeline for the passage of stormwater created by Certificate K70137.
0.0721 hectares, more or less, being Lot 99 DP 37891. All Computer Freehold Register 547875.	Subject to a pipeline for the passage of stormwater created by Certificate K70137.
0.0721 hectares, more or less, being Lot 100 DP 37891. All Computer Freehold Register 547876.	Subject to a pipeline for the passage of stormwater created by Certificate K70137.

0.0830 hectares, more or less, being Lot 101 DP 37877. All Computer Freehold Register 547877.	Subject to a pipeline for the passage of stormwater created by Certificate K70137.
0.0830 hectares, more or less, being Lot 102 DP 37877. All Computer Freehold Register 547878.	Subject to a pipeline for the passage of stormwater created by Certificate K70137.
0.0908 hectares, more or less, being Lot 107 DP 37891. All Computer Freehold Register 547879.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K70137.
0.0708 hectares, more or less, being Lot 108 DP 37891. All Computer Freehold Register 547880.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K70137.
0.0974 hectares, more or less, being Lot 109 DP 37891. All Computer Freehold Register 547881.	Subject to a pipeline for the passage of stormwater created by Certificate K70137.
0.1247 hectares, more or less, being Lot 110 DP 37891. All Computer Freehold Register 547882.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K70137.
0.0688 hectares, more or less, being Lot 111 DP 37891. All Computer Freehold Register 547883.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K70137.
0.1098 hectares, more or less, being Lot 112 DP 42896. All Computer Freehold Register 547884.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K70137.
0.1014 hectares, more or less, being Lot 113 DP 42896. All Computer Freehold Register 547885.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K70137.
0.0984 hectares, more or less, being Lot 114 DP 37891. All Computer Freehold Register 547886.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K70137.
0.0640 hectares, more or less, being Lot 116 DP 37891. All Computer Freehold Register 547887.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K70137.
0.0645 hectares, more or less, being Lot 115 DP 37891. All Computer Freehold Register 547888.	Subject to pipelines for the passage of sewage and stormwater created by Certificate K70137.

0.0678 hectares, more or less, being Lot 13 DP 19722. All Computer Freehold Register 547889.	Subject to an underground electric cable easement created by Notice K63884. Subject to a right (in gross) to an electricity transmission easement in favour of the Waitemata Electric Power Board created by Transfer A8516.
0.0675 hectares, more or less, being Lot 14 DP 19722. All Computer Freehold Register 547890.	

Wakakura

North Auckland Land District – Auckland Council

Description	Encumbrances
4.1089 hectares, more or less, being Lot 5 DP 20927. All Computer Freehold Register 547719.	Subject to an unregistered Licence to occupy for the purposes of a walking track to the Auckland Council. Subject to an unregistered Licence to maintain a native glade to [redacted].
0.1426 hectares, more or less, being Lot 4 DP 20927. All Computer Freehold Register 547720.	

99 Owens Road

North Auckland Land District – Auckland Council

Description	Encumbrances
0.4793 hectares, more or less, being Lots 1 and 2 DP 52778. All Computer Freehold Register NA71D/860.	Subject to a caveat lodged by the United Maori Mission Incorporated registered as Caveat C877101.1, but subject to part 4. Subject to an unregistered lease to the United Maori Mission Incorporated, but subject to part 4.

The Plymouth Crescent site

North Auckland Land District – Auckland Council

Description	Encumbrances
0.3435 hectares, more or less, being Allotment 68 Section 1 Parish of Takapuna. All Gazette Notice 417689.1.	Subject to an unregistered Licence to occupy to Auckland Council for the purpose of a children's playground.

4 99 OWENS ROAD

DEFINITIONS

4.1 In this part 4, unless the context otherwise requires, –

draft agreement to lease means the draft agreement to lease enclosed in a letter dated 25 August 2011 from Wackrow Williams & Davies Limited (Wackrow) to the director of UMM; and

UMM means United Maori Mission, Inc; and

UMM commitment means a binding contractual obligation on UMM, enforceable by the Crown, to –

(a) remove caveat C.877101.1 from the title to 99 Owens Road before the settlement date; and

(b) enter into a lease of 99 Owens Road on, or before the settlement date, in the form of the then current edition of the Auckland District Law Society Deed of Lease amended to give effect to the draft agreement to lease; and

UMM lease means a binding lease entered into pursuant to the draft agreement to lease.

ELECTION TO PURCHASE

4.2 The governance entity may, at any time during the period of six months commencing on the date of this deed (time being of the essence), give written notice to the Crown electing to purchase 99 Owens Road:

4.2.1 with vacant possession; or

4.2.2 subject to the UMM lease.

4.3 The governance entity may only give a notice under paragraph 4.2.2 if it has satisfied the Crown, acting reasonably, that UMM has entered into the UMM commitment.

4.4 The Crown's obligations under this deed in relation to 99 Owens Road cease if the governance entity does not give notice under paragraph 4.2.

EFFECT OF ELECTION TO PURCHASE

4.5 If the governance entity gives a notice under paragraph 4.2.1, the governance entity and the Crown are to be treated as having entered into an agreement for sale and purchase of 99 Owens Road on the terms of part 6 and under which –

4.5.1 the transfer date is the later of –

(a) the settlement date; and

(b) the date which is 10 business days after the date on which caveat C.877101.1 is removed from the title to 99 Owens Road; and

(c) the date which is 10 business days after the date on which the Crown secures vacant possession of the property; and

4.5.2 on the transfer date –

(a) the Crown must transfer 99 Owens Road to the governance entity with vacant possession; and

(b) the governance entity must pay the Crown the purchase price of $2,435,000, plus GST if any, by bank cheque drawn on a registered bank and payable to the Crown.

4.6 If the governance entity gives notice under paragraph 4.2.2, the governance entity and the Crown are treated as having entered into an agreement for sale and purchase of 99 Owens Road on the terms of part 6 and under which –

4.6.1 the transfer date is the settlement date; and

4.6.2 on the transfer date –

(a) the Crown must transfer 99 Owens Road to the governance entity, subject to the UMM lease; and

(b) the governance entity must pay the Crown the purchase price of $242,000, plus GST if any, by bank cheque drawn on a registered bank and payable to the Crown; and

4.6.3 if, at any time during the period of 10 years commencing on the transfer date, the UMM lease is surrendered or terminated, the governance entity must pay to the Crown, within 20 business days of the surrender or termination $2,000,000, plus GST if any.

5 PLYMOUTH CRESCENT SITE

A RIGHT OF PURCHASE

NOTICE OF INTEREST

5.1 The governance entity may, for 4 years after the date of this deed, give the Crown a written notice of interest in purchasing the Plymouth Crescent site.

5.2 However, the notice of interest may only be given if the valuation instructions have been agreed by the governance entity and the Crown.

5.3 From the date of this deed, the governance entity and the Crown must negotiate in good faith to attempt to agree the valuation instructions.

EFFECT OF NOTICE OF INTEREST

5.4 If the governance entity gives, in accordance with this part, a notice of interest in the Plymouth Crescent site –

5.4.1 the Crown must, not later than 10 business days after the notification date, give the governance entity all material information that, to the best of its knowledge, is in its records about the property, including its encumbrances; and

5.4.2 the property's market value must be determined in accordance with subpart B.

ELECTION TO PURCHASE

5.5 If the governance entity gives a notice of interest in accordance with this part, it must give the Crown written notice of whether or not it elects to purchase the property, by not later than 15 business days after its market value being determined under this part.

EFFECT OF ELECTION TO PURCHASE

5.6 If the governance entity gives an election notice in accordance with this part, the parties are to be treated as having entered into an agreement for the sale and purchase of the Plymouth Crescent site at its market value determined under this part, plus GST if any, on the terms in part 6 and under which –

5.6.1 the transfer date is the later of –

(a) the settlement date; and

(b) the date which is 20 business days after the Crown receives an election notice electing to purchase the property; and

5.6.2 on the transfer date –

(a) the Crown must transfer the property to the governance entity; and

(b) the governance entity must pay to the Crown an amount equal to the market value of the Plymouth Crescent site determined under this part, plus GST if any, by bank cheque drawn on a registered bank and payable to the Crown.

TERMINATION OF RIGHT TO PURCHASE

5.7 The Crown may give written notice to the governance entity, at any time before the transfer date for the Plymouth Crescent site, terminating this part 5 in respect of all or part of the Plymouth Crescent site if –

5.7.1 the Crown wishes to sell the site, or a specified part of it, to the Auckland Council; or

5.7.2 to transfer the site, or a specified part of it, would amount to a breach of a statutory or contractual obligation on the part of the Crown.

5.8 If the Crown gives notice under paragraph 5.7, clause 6.9 and this part 5 no longer apply to the Plymouth Crescent site or, if the notice specifies part only, to the part specified.

5.9 If the Crown gives notice under paragraph 5.7 in respect of a specified part then this part 5 applies to the balance of the Plymouth Crescent site as if –

5.9.1 references to the Plymouth Crescent site were references to that balance; and

5.9.2 the governance entity had given a notice of interest under paragraph 5.1 in respect of that balance on the date of receipt of the Crown's notice under paragraph 5.7.

B DETERMINING THE MARKET VALUE

APPLICATION OF THIS SUBPART

5.10 This subpart provides how the market value of the Plymouth Crescent site is to be determined after the governance entity has given, in accordance with this part, a notice of interest in the Plymouth Crescent site.

5.11 The market value is to be determined as at the notification date.

APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

5.12 The parties must, not later than 10 business days after the notification date, –

5.12.1 each –

(a) instruct a valuer using the valuation instructions agreed under paragraph 5.3; and

(b) give written notice to the other of the valuer instructed; and

5.12.2 agree upon and jointly appoint one person to act as the valuation arbitrator.

5.13 If the parties do not jointly appoint a valuation arbitrator in accordance with paragraph 5.12.2, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.

QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR

5.14 Each valuer must be a registered valuer.

5.15 The valuation arbitrator –

5.15.1 must be suitably qualified and experienced in determining disputes about the market value of similar properties; and

5.15.2 is appointed when he or she confirms his or her willingness to act.

VALUATION REPORTS

5.16 Each valuer must, not later than 50 business days after the notification date, –

5.16.1 prepare a draft valuation report in accordance with the valuation instructions; and

5.16.2 provide a copy of his or her final valuation report to –

(a) each party; and

(b) the other valuer.

MARKET VALUE

5.17 If only one valuation report is delivered by the required date, the market value of the Plymouth Crescent site, is as assessed in the report.

5.18 If both valuation reports are delivered by the required date, –

5.18.1 the parties must endeavour to agree in writing the market value of the separate valuation property; and

5.18.2 either party may, if the market value of the Plymouth Crescent site is not agreed in writing within 70 business days after the notification date, refer that matter to the determination of the valuation arbitrator.

VALUATION ARBITRATION

5.19 The valuation arbitrator must, not later than 10 business days after the arbitration commencement date, –

5.19.1 give notice to the parties of the arbitration meeting, which must be held –

(a) at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but

(b) not later than 30 business days after the arbitration commencement date; and

5.19.2 establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable, –

(a) each valuer; and

(b) any other person giving evidence.

5.20 Each party must –

5.20.1 not later than 5pm on the day that is five business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer –

(a) its valuation report; and

(b) its submission; and

(c) any sales or expert evidence that it will present at the meeting; and

5.20.2 attend the arbitration meeting with its valuer.

5.21 The valuation arbitrator must –

5.21.1 have regard to the requirements of natural justice at the arbitration meeting; and

5.21.2 no later than 50 business days after the arbitration commencement date, give his or her determination –

(a) of the market value of the Plymouth Crescent site; and

(b) being no higher than the higher, and no lower than the lower, assessment of market value, contained in the parties' valuation reports.

5.22 An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

MARKET VALUE

5.23 The market value of the Plymouth Crescent site for the purposes of paragraph 5.6.2 is the market value –

5.23.1 determined under paragraph 5.17; or

5.23.2 agreed under paragraph 5.18.1; or

5.23.3 determined by the valuation arbitrator under paragraph 5.21.2.

C GENERAL PROVISIONS

TIME LIMITS

5.24 Time is of the essence for the time limits in paragraphs 5.1 and 5.5.

5.25 In relation to the time limits in this part, other than those referred to in paragraph 5.24, each party must use reasonable endeavours to ensure –

5.25.1 those time limits are met and delays are minimised; and

5.25.2 in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

DETERMINATION FINAL AND BINDING

5.26 The determination of the Plymouth Crescent site's market value under this part is final and binding.

COSTS

5.27 In relation to the determination of the market value of the Plymouth Crescent site, each party must pay –

5.27.1 its costs; and

5.27.2 half the costs of a valuation arbitration; or

5.27.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

ENDING OF OBLIGATIONS

5.28 The Crown's obligations under this deed in relation to the Plymouth Crescent site immediately cease if –

5.28.1 the governance entity –

(a) does not give notice of interest in relation to the property in accordance with paragraph 5.1; or

(b) gives notice of interest in relation to the property in accordance with paragraph 5.1 but the governance entity –

(i) gives an election notice under which it elects not to purchase the property; or

(ii) does not give an election notice in accordance with paragraph 5.5 electing to purchase the property; or

(c) gives the Crown written notice that it is not interested in purchasing the property at any time before an agreement for the sale and purchase of the property is constituted under paragraph 5.6; or

(d) does not comply with any obligation in relation to the property under subpart B; or

5.28.2 paragraph 5.8 applies; or

5.28.3 an agreement for the sale and purchase of the property is constituted under paragraph 5.6 and the agreement is cancelled in accordance with the terms of transfer in part 6.

D DEFINITIONS

5.29 In this part 5, unless the context otherwise requires, **party** means each of the governance entity and the Crown.

5.30 In this part 5, unless the context otherwise requires, –

arbitration commencement date means the date the determination of the market value of the Plymouth Crescent site is referred to a valuation arbitrator under paragraph 5.18.2; and

arbitration meeting means the meeting notified by the valuation arbitrator under paragraph 5.19.1; and

election notice means a written notice given by the governance entity in accordance with paragraph 5.5 electing whether or not to purchase the Plymouth Crescent site; and

market value has the meaning provided in the valuation instructions; and

notice of interest means the notice given by the governance entity under paragraph 5.1; and

notification date means the date that the Crown receives a notice of interest in the Plymouth Crescent site from the governance entity; and

registered valuer means a person registered as a valuer with the Valuers' Registration Board of New Zealand; and

valuation arbitrator means the person appointed under paragraph 5.12 or 5.13 in relation to the determination of the Plymouth Crescent site's market value; and

valuation date means the notification date; and

valuation instructions means a letter of instruction to a registered valuer directing the valuer to assess the market value of the Plymouth Crescent site.

6 TERMS OF TRANSFER FOR COMMERCIAL PROPERTIES

APPLICATION OF THIS PART

6.1 This part constitutes a separate agreement for sale and purchase, between the Crown and the governance entity, of each of the commercial properties, but subject to clauses 6.6 and 6.7 in respect of the NZDF leaseback properties.

PURCHASE PRICE

6.2 The purchase price for –

6.2.1 the Narrow Neck property is $13,800,000, plus GST (if any); and

6.2.2 the NZDF housing blocks is $95,630,000, including GST (if any) allocated to each block as follows:

(a) $5,155,809, including GST (if any) for the Beresford block;

(b) $7,456,170, including GST (if any) for the Birchfield block;

(c) $29,069,560, including GST (if any) for the Hillary block;

(d) $21,128,314, including GST (if any) for the Marsden block;

(e) $32,820,147, including GST (if any) for the Plymouth block; and

6.2.3 Wakakura is $10,000,000, plus GST (if any);

6.2.4 99 Owens Road is the amount established under part 4, plus GST (if any); and

6.2.5 the Plymouth Crescent site is the market value established under part 5, plus GST (if any).

6.3 The purchase price for the Narrow Neck property is to be satisfied by –

6.3.1 payment by the governance entity to the Crown of the amount of $2,000,000 on the transfer date; and

6.3.2 the deduction from the purchase price on the transfer date of $11,800,000, being the amount of the Crown pre-payment of rent (excluding GST (if any)) for the initial term, payable by the Crown under paragraph 6.11.4.

6.4 The purchase price for each NZDF housing block is to be satisfied by –

6.4.1 payment by the governance entity to the Crown, on the transfer date, of the amount specified next to the NZDF housing block in the second column in paragraph 6.5; and

6.4.2 the deduction from the purchase price, on the transfer date, of the amount specified next to the NZDF housing block in the third column in paragraph 6.5, being the amount of the Crown pre-payment of rent (excluding GST (if any)) for the term of the NZDF housing leaseback for the NZDF housing block, payable by the Crown under paragraph 6.16.5; and

6.4.3 the deduction from the purchase price, on the transfer date, of the amount specified next to the NZDF housing block in the fourth column in paragraph 6.5, being vendor finance to be repaid by the governance entity under the loan agreement for the NZDF housing block on the fifth anniversary of the transfer date.

6.5 The amounts referred to in paragraph 6.4 are as follows:

NZDF housing block	Initial payment (6.4.1)	Prepayment of rent (6.4.2)	Vendor finance (6.4.3)
Beresford block	$269,571	$1,307,485	$3,578,753
Birchfield block	$389,845	$1,890,844	$5,175,481
Hillary block	$1,519,898	$7,371,881	$20,177,781
Marsden block	$1,104,691	$5,358,024	$14,665,599
Plymouth block	$1,715,996	$8,323,009	$22,781,142

6.6 The purchase price for Wakakura is to be satisfied by the payment by the governance entity to the Crown of the amount of $10,000,000 on the transfer date.

6.7 The governance entity must make the payments under paragraphs 6.3.1, 6.4.1 and 6.6 on the transfer date by bank cheque drawn on a registered bank and payable to the Crown.

ENCUMBRANCES AND COST OF TRANSFER

6.8 The Crown must transfer the fee simple estate in each commercial property subject to, and where applicable with the benefit of, –

6.8.1 the disclosed encumbrances affecting or benefiting the property (as they may be varied by a non-material variation, or a material variation entered into under paragraph 6.41.4(a)); and

6.8.2 any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 6.41.4(b).

6.9 The Crown must pay any survey and registration costs required to transfer the fee simple estate in each commercial property.

POSSESSION

6.10 Possession of each commercial property must, on the transfer date, –

6.10.1 be given by the Crown; and

6.10.2 taken by the governance entity; and

6.10.3 be vacant possession subject only to –

(a) any encumbrances referred to in paragraph 6.8 that prevent vacant possession being given and taken; and

(b) in the case of each NZDF leaseback property, the leaseback for that property.

TRANSFER OF NARROW NECK PROPERTY

6.11 On the transfer date, –

6.11.1 subject to paragraphs 6.62 to 6.65, the Crown must transfer the Narrow Neck property to the governance entity;

6.11.2 the governance entity must grant to the Crown a registrable mortgage over the Narrow Neck property on the terms of registered memorandum number 2007/4238 and with a section 92 Property Law Act 2007 priority amount of $12,000,000;

6.11.3 the governance entity and the Crown must enter into the Narrow Neck leaseback in registrable form, the commencement date for the leaseback being the actual transfer date and Schedule D to the leaseback to be completed in accordance with the explanatory note appearing at the foot of that schedule in part 3 of the documents schedule; and

6.11.4 the Crown must pay, by way of deduction from the purchase price for the Narrow Neck property, $11,800,000, being pre-payment of rent (excluding GST (if any)) for the initial term.

6.12 The Crown and the governance entity agree that the transfer of the Narrow Neck property by the Crown to the governance entity is the supply of "land" for the purposes of the GST Act and so, based on the representations in paragraph 6.13, the transfer is zero rated under section 11(1)(mb) of the GST Act.

6.13 The governance entity confirms that on the actual transfer date –

6.13.1 it is a registered person for the purposes of the GST Act; and

6.13.2 it is acquiring the Narrow Neck property with the purpose of making taxable supplies; and

6.13.3 it does not intend to use the Narrow Neck property supplied as a principal place of residence either for itself or for an associated person.

6.14 Notwithstanding paragraph 6.12 and 6.13, if GST is charged on the transfer of the Narrow Neck property and payable by the Crown –

6.14.1 the governance entity will, on demand, pay to the Crown an amount equal to that GST together with any associated Default GST (being interest, late payment penalties, shortfall penalties or other sums imposed on the Crown under the Tax Administration Act 1994 or any replacement legislation as a result of the late payment or non payment by the Crown to the Commissioner of an amount equal to the GST amount payable on the transfer); and

6.14.2 the Crown will issue a tax invoice (as defined in the GST Act) to the governance entity; and

6.14.3 as between the Crown and the governance entity, the Crown is not obliged to pay GST or Default GST or to take any other steps to minimise its liability in respect of such amounts until the corresponding payment is received in full from the governance entity pursuant to this paragraph 6.14.3.

6.15 The Crown and the governance entity agree for the purposes of the financial arrangement rules in the Income Tax Act 2007 that –

6.15.1 the purchase price of $13,800,000 is the lowest price (denominated in $) they would have agreed, on the date of this deed, with payment required in full at the time of the first "right" (within the meaning given to that term in that Act) in the Narrow Neck property was transferred; and

6.15.2 the purchase price does not include any capitalised interest component.

TRANSFER OF NZDF HOUSING BLOCKS

6.16 On the transfer date, in respect of each NZDF housing block –

6.16.1 the Crown must transfer the NZDF housing block to the governance entity; and

6.16.2 the parties must enter into the loan agreement for the NZDF housing block; and

6.16.3 the governance entity must grant to the Crown a registrable mortgage over the NZDF housing block –

(a) on the terms of registered memorandum number 2007/4238; and

(b) with a section 92 Property Law Act 2007 priority amount of the amount specified next to the NZDF housing block in the fourth column in paragraph 6.5 plus 10% of that specified amount; and

6.16.4 the governance entity and the Crown must enter into the NZDF housing leaseback in registrable form for the NZDF housing block, the commencement date for the leaseback being the actual transfer date and the initial annual rent being the amount which is 6% of the purchase price for the NZDF housing block; and

6.16.5 the Crown must pay, by way of deduction from the purchase price for the NZDF housing block, the amount specified in the third column of the table in paragraph 6.5, being pre-payment of rent (excluding GST (if any)) for the term of the NZDF housing leaseback.

6.17 The Crown and the governance entity agree, based on the representation in paragraph 6.18, that the transfer of each of the NZDF housing blocks by the Crown to the governance entity is an exempt supply under the GST Act.

6.18 The Crown confirms that it has used each of the NZDF housing blocks for a period of 5 years before the actual transfer date exclusively for the purposes of supplying accommodation in dwellings.

6.19 The Crown and the governance entity agree for the purposes of the financial arrangement rules in the Income Tax Act 2007 that –

6.19.1 the purchase price for each NZDF housing block specified in paragraph 6.2.2 is the lowest price (denominated in $) they would have agreed, on the date of this deed, with payment required in full at the time of the first "right" (within the meaning provided to that term in that Act) in the relevant NZDF housing block was transferred; and

6.19.2 the purchase price does not include any capitalised interest component.

TRANSFER OF WAKAKURA, 99 OWENS ROAD, AND THE PLYMOUTH CRESCENT SITE

6.20 On the transfer date the Crown must transfer the fee simple estate in Wakakura, 99 Owens Road, and the Plymouth Crescent site to the governance entity.

6.21 The Crown and the governance entity agree that the transfer of each of Wakakura, 99 Owens Road, and the Plymouth Crescent site by the Crown to the governance entity is the supply of "land" for the purposes of the GST Act and so, based on the representations in paragraph 6.22, the transfer is zero rated under section 11(1)(mb) of the GST Act.

6.22 The governance entity confirms that on the actual transfer date –

6.22.1 it is a registered person for the purposes of the GST Act; and

6.22.2 it is acquiring each of Wakakura, 99 Owens Road, and the Plymouth Crescent site with the purpose of making taxable supplies; and

6.22.3 it does not intend to use Wakakura, 99 Owens Road, or the Plymouth Crescent site as a principal place of residence either for itself or for an associated person.

6.23 Notwithstanding paragraph 6.21 and 6.22, if GST is charged on the transfer of Wakakura, 99 Owens Road, or the Plymouth Crescent site payable by the Crown –

6.23.1 the governance entity will, on demand, pay to the Crown an amount equal to that GST together with any associated Default GST (being interest, late payment penalties, shortfall penalties or other sums imposed on the Crown under the Tax Administration Act 1994 or any replacement legislation as a result of the late payment of non payment by the Crown to the Commissioner of an amount equal to the GST amount payable on the transfer); and

6.23.2 the Crown will issue a tax invoice (as defined in the GST Act) to the governance entity; and

6.23.3 as between the Crown and the governance entity, the Crown is not obliged to pay GST or Default GST or to take any other steps to minimise its liability in respect of such amounts until the corresponding payment is received in full from the governance entity pursuant to this clause.

6.24 The Crown and the governance entity agree for the purposes of the financial arrangement rules in the Income Tax Act 2007 that –

6.24.1 the purchase price of $10,000,000 for Wakakura and the amount established under part 4 for 99 Owens Road is the lowest price (denominated in $) they would have agreed, on the date of this deed, with payment required in full at the time of the first "right" (within the meaning provided to that term in that Act) in Wakakura or 99 Owens Road (as the case may be) was transferred;

6.24.2 the market value established for the Plymouth Crescent site under part 5 is the lowest price (denominated in $) they would have agreed, on the notification date (as defined in part 5), with payment required in full at the time of the first "right" (within the meaning provided to that term in that Act) in the Plymouth Crescent site was transferred; and

6.24.3 the purchase price does not include any capitalised interest component.

TRANSFER OF LEGAL TITLE

6.25 Subject to paragraph 6.26, and paragraphs 6.62 to 6.65 for the Narrow Neck property, the Crown must comply with its transfer obligations under paragraphs 6.11 to 6.20 by providing the governance entity in relation to each commercial property on the transfer date evidence of –

6.25.1 a registrable transfer instrument; and

6.25.2 any other registrable instrument required by this deed in relation to the property.

6.26 As an interdependent obligation to the Crown's obligation under paragraph 6.25, the governance entity must provide the Crown in relation to the NZDF leaseback properties, on the settlement date, evidence of a registrable mortgage instrument.

6.27 If the fee simple estate in the commercial property may be transferred to the governance entity electronically under the relevant legislation, –

6.27.1 paragraphs 6.25 and 6.26 do not apply; and

6.27.2 the Crown must ensure its solicitor, –

(a) a reasonable time before the transfer date, –

(i) creates a Landonline workspace for the transfer to the governance entity of the fee simple estate in the property; and

(ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the transfer instrument, and all other instruments, necessary, to effect the transfer electronically (the **electronic transfer instruments**); and

(b) on the transfer date, releases the electronic transfer instruments so that the governance entity's solicitor may submit them for registration under the relevant legislation; and

6.27.3 the governance entity must ensure its solicitor, a reasonable time before the transfer date, certifies and signs the transfer instrument for the property prepared in the Landonline workspace under paragraph 6.27.2(a)(i), and submits them together with all other instruments required to effect the registration of the registrable mortgages and leasebacks for the NZDF leaseback properties.

6.28 The **relevant legislation** for the purposes of paragraph 6.27 is –

6.28.1 the Land Transfer Act 1952; and

6.28.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.

NOMINATION

6.29 In respect of each commercial property, the governance entity may give written notice to the Crown, no later than 10 business days before the transfer date for the commercial property, directing the Crown to transfer the commercial property under this part to a wholly-owned subsidiary of the governance entity specified in the notice.

6.30 If, in respect of a commercial property, the Crown receives a notice that complies with paragraph 6.29 –

6.30.1 the Crown must comply with its obligations on transfer date in relation to the property as if references in clauses 6.3 to 6.9 and in this part 6 to the

governance entity were references to the specified wholly-owned subsidiary; and

6.30.2 the governance entity must comply with its obligations on transfer date by procuring the specified wholly-owned subsidiary to comply with them; and

6.30.3 the representations given in paragraphs 6.13 and 6.22 (as the case may be) are given in respect of the specified wholly-owned subsidiary.

6.31 Despite paragraph 6.30, the governance entity remains liable to the Crown for the performance of the governance entity's obligations under this part 6 in relation to the commercial property.

6.32 In paragraphs 6.29 to 6.31, subsidiary has the meaning given to it in section 5 of the Companies Act 1993 and, for the avoidance of doubt, includes a limited partnership in respect of which the governance entity is the limited partner or the limited partner is a wholly-owned subsidiary of the governance entity.

APPORTIONMENT OF OUTGOINGS AND INCOMINGS

6.33 If, as at the actual transfer date, –

6.33.1 the outgoings for the property pre-paid by the Crown for any period after that date (after deducting any credit available to the Crown for GST) exceed the incomings received by the Crown for any period after that date (after deducting any GST payable by the Crown), the governance entity must pay the amount of the excess to the Crown plus GST, if any; or

6.33.2 the incomings for the property received by the Crown for any period after that date (after deducting any GST payable by the Crown) exceed the outgoings for the property pre-paid by the Crown for any period after that date (after deducting any credit available to the Crown for GST), the Crown must pay the amount of the excess to the governance entity plus GST, if any.

6.34 The outgoings for a commercial property for the purposes of paragraph 6.33 do not include insurance premiums and the governance entity is not required to take over from the Crown any contract of insurance in relation to the property.

6.35 An amount payable under paragraph 6.33 in relation to each commercial property must be paid on the actual transfer date.

6.36 The Crown must, before the transfer date, provide the governance entity with a written statement calculating the amount payable by the governance entity or the Crown under paragraph 6.33.

FIXTURES, FITTINGS, AND CHATTELS

6.37 The transfer of each commercial property includes all fixtures and fittings that were owned by the Crown, and located on the property, on the date of this deed.

6.38 Paragraph 6.37 does not apply to the Crown's improvements located on the Narrow Neck property.

6.39 Fixtures and fittings transferred under paragraph 6.37 must not be mortgaged or charged.

6.40 The transfer of each commercial property does not include chattels, other than any specified by the Crown in respect of the property before the transfer of the property.

OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD

6.41 The Crown must, during the transfer period for each commercial property,–

6.41.1 ensure the property is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the date of this deed; and

6.41.2 pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the property, except where those charges are payable by a tenant or occupier to the supplier; and

6.41.3 ensure the Crown's obligations under the Building Act 2004 are complied with in respect of any works carried out on the property during the period –

(a) by the Crown; or

(b) with the Crown's written authority; and

6.41.4 obtain the prior written consent of the governance entity before –

(a) materially varying a disclosed encumbrance affecting or benefiting the property; or

(b) entering into an encumbrance affecting or benefiting the property; or

(c) procuring a consent, providing a waiver, or giving an approval, that materially affects the property, under the Resource Management Act 1991 or any other legislation; and

6.41.5 use reasonable endeavours to obtain permission for the governance entity to enter and inspect the property under paragraph 6.42.2 if the governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 6.8, but

in the case of each NZDF leaseback property, these obligations are modified to the extent necessary to ensure they do not add to, or vary, the obligations of the Crown under the leaseback for the property.

6.42 The governance entity, during the transfer period in relation to each commercial property, –

6.42.1 must not unreasonably withhold or delay any consent sought under paragraph 6.41.4 in relation to the property; and

6.42.2 may, at its own risk, enter and inspect the property –

(a) after giving reasonable notice; and

(b) subject to the terms of the encumbrances referred to in paragraph 6.8; and

6.42.3 must comply with all other reasonable conditions imposed by the Crown in relation to entering and inspecting the property.

6.43 The following provisions apply to entry and inspection of the NZDF properties under paragraph 6.42.2 –

6.43.1 in the case of entry and inspection of dwellings, the period of notice required under paragraph 6.42.2(a) is 10 business days; and

6.43.2 the governance entity may only enter and inspect at a time and date, and for a duration agreed with the Crown, and through representatives previously identified to the Crown; and

6.43.3 in reaching agreement under paragraph 6.43.2, the Crown must act reasonably but may impose reasonable conditions including –

(a) limiting the frequency of access; and

(b) requiring the identified representative to be escorted; and

(c) agreeing to times that are convenient to the occupier of any dwelling; and

6.43.4 the governance entity must take all reasonable precautions to ensure the Crown's obligations of quiet enjoyment to its lessees and licensees are not breached.

OBLIGATIONS IN RELATION TO NOTICES

6.44 The Crown must –

6.44.1 give the relevant territorial authority notice of the transfer of each commercial property immediately after the actual transfer date; and

6.44.2 if it receives a written notice in relation to a commercial property from the Crown, a territorial authority, or a tenant after the actual transfer date, –

(a) comply with it; or

(b) provide it promptly to the governance entity or its solicitor; or

6.44.3 pay any penalty incurred by the governance entity to the person providing the written notice as a result of the Crown not complying with paragraph 6.44.2, but

in the case of each NZDF leaseback property, these obligations are modified to the extent necessary to ensure they do not add to, or vary, the obligations of the Crown under the leaseback for the property.

RISK AND INSURANCE

6.45 Each commercial property is at the sole risk of –

6.45.1 the Crown, until the actual transfer date; and

6.45.2 the governance entity, from the actual transfer date.

DAMAGE AND DESTRUCTION

6.46 Paragraphs 6.47 to 6.55 apply if, before the transfer date, –

6.46.1 a commercial property other than the Narrow Neck property and Wakakura is destroyed or damaged; and

6.46.2 the destruction or damage has not been made good.

6.47 Paragraph 6.48 applies if the property is not tenantable as a result of the destruction or damage.

6.48 Where this paragraph applies, –

6.48.1 the governance entity may cancel its transfer by written notice to the Crown; or

6.48.2 the Crown may cancel its transfer by written notice to the governance entity if the property is a NZDF leaseback property.

6.49 Notice under paragraph 6.48 must be given before the transfer date.

6.50 Paragraph 6.51 applies if the property –

6.50.1 despite the destruction or damage, is tenantable; or

6.50.2 as a result of the damage or destruction, is not tenantable, but its transfer is not cancelled under paragraph 6.48 before the transfer date.

6.51 Where this paragraph applies –

6.51.1 the governance entity must complete the transfer of the property in accordance with this deed; and

6.51.2 the Crown must pay the governance entity –

(a) the amount by which the value of the property has diminished, as at the transfer date, as a result of the destruction or damage;

(b) plus GST if any.

6.52 The value of the property for the purposes of paragraph 6.51.2 is the purchase price for the property set out in paragraph 6.2.

6.53 An amount paid by the Crown under paragraph 6.51 is a partial refund of the purchase price.

6.54 Each party may give the other notice –

6.54.1 requiring a dispute as to the application of paragraphs 6.48 to 6.53 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and

6.54.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.

6.55 If a dispute as to the application of paragraphs 6.48 to 6.53 is not determined by the transfer date, that date is to be –

6.55.1 the fifth business day following the determination of the dispute; or

6.55.2 if an arbitrator appointed under paragraph 6.54 so determines, the date determined, including the transfer date.

BOUNDARIES AND TITLE

6.56 The Crown is not required to point out the boundaries of a commercial property.

6.57 If a commercial property is subject only to the encumbrances referred to in paragraph 6.8, or the case of the NZDF leaseback properties, the leaseback for that property, the governance entity –

6.57.1 is to be treated as having accepted the Crown's title to the property as at the transfer date; and

6.57.2 may not make any objections to, or requisitions on, it.

6.58 An error or omission in the description of a commercial property or its title does not annul its transfer.

FENCING

6.59 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a commercial property and any contiguous land of the Crown, unless the Crown requires the fence.

6.60 Paragraph 6.59 does not continue for the benefit of a purchaser from the Crown of land contiguous to a commercial property.

6.61 The Crown may require a fencing covenant to the effect of paragraphs 6.59 and 6.60 to be registered against the title to a commercial property.

DELAYED TRANSFER – NARROW NECK PROPERTY

6.62 The Crown covenants for the benefit of the governance entity that it will –

6.62.1 arrange for the creation of a computer freehold register for the Narrow Neck property; and

6.62.2 transfer (in accordance with paragraph 6.25 or 6.27, whichever is applicable) the fee simple estate in the Narrow Neck property as soon as reasonable practicable after complying with that paragraph but not later than five years after the transfer date.

6.63 The governance entity must comply with its obligations under paragraphs 6.25 to 6.27 by a date specified by written notice to the Crown.

6.64 The covenant given by the Crown under paragraph 6.62 has effect and is enforceable, despite:

6.64.1 being positive in effect; and

6.64.2 there being no dominant tenement.

6.65 For the period from the transfer date until the date that the Crown transfers the fee simple estate in the Narrow Neck property to the governance entity –

6.65.1 the governance entity will be the beneficial owner of the property; and

6.65.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the governance entity on the transfer date.

INTEREST

6.66 If for any reason (other than the default of the Crown which, for the avoidance of doubt, includes a failure to make the payment under clause 6.1.2) all or any of the amount payable by the governance entity to the Crown in relation to a commercial property is not paid on the transfer date –

6.66.1 the Crown is not required to give possession of the property to the governance entity; and

6.66.2 the governance entity must pay the Crown default interest at the rate of 12% per annum on the unpaid amount (plus GST if any) for the period from the transfer date to the actual transfer date.

6.67 Paragraph 6.66 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

SETTLEMENT NOTICE

6.68 If, without the written agreement of the parties, settlement of a commercial property is not effected on the transfer date –

6.68.1 either party may at any time after the transfer date serve notice on the other (a settlement notice) requiring the other to effect settlement; but

6.68.2 the settlement notice is effective only if the party serving it is –

(a) ready, able, and willing to effect settlement in accordance with the settlement notice; or

(b) not ready, able, and willing to effect settlement only by reason of the default or omission of the other party; and

6.68.3 upon service of a settlement notice, the party on which it is served must effect settlement within 10 business days after the date of service (excluding the date of service); and

6.68.4 time is of the essence under paragraph 6.68.3; and

6.68.5 if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted by paragraph 6.1.

6.69 Paragraph 6.68, and the exercise of rights under it, is without prejudice to any other rights or remedies, at law, in equity, or otherwise, that the party not in default may have.

FURTHER ASSURANCES

6.70 Each party must, at the request of the other, sign and deliver any further documents or assurances, and do all acts and things, that the other may reasonably require to give full force and effect to this part.

NON-MERGER

6.71 On transfer of a commercial property to the governance entity –

6.71.1 the provisions of this part will not merge; and

6.71.2 to the extent any provision of this part has not been fulfilled, it will remain in force.

7 NOTICE IN RELATION TO A SETTLEMENT PROPERTY

7.1 If this schedule requires the governance entity to give notice to the Crown in relation to or in connection with a settlement property, the governance entity must give the notice in accordance with part 4 of the general matters schedule, except the notice must be addressed to the land holding agency for the property at its address or facsimile number provided –

7.1.1 in paragraph 7.2; or

7.1.2 if the land holding agency has given notice to the governance entity of a new address or facsimile number, in the most recent notice of a change of address or facsimile number.

7.2 Until any other address or facsimile number of a land holding agency is given by notice to the governance entity, the address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with this part:

Land holding agency	Address and facsimile number
Department of Conservation	Conservation House – Whare Kaupapa Atawhai 18-32 Manners Street Te Aro Wellington 6011 PO Box 10420 **Wellington 6143** Fax: (04) 381 3057
New Zealand Defence Force	Defence House 2-12 Aitken Street Thorndon **Wellington 6011** Fax: (04) 496 006
LINZ	160 Lambton Quay PO Box 5501 **Wellington 6145** Fax: (04) 472 2244

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

The Minister for Treaty of Waitangi Negotiations in the presence of –

Hon Christopher Finlayson

The Minister of Finance (in relation to the tax indemnities and loan agreements only) in the presence of –

Hon Simon William English

The Minister of Defence in the presence of –

Hon Dr Wayne Mapp

WITNESS

Name: PESETA SAM LOTU-IIGA

Occupation: MP (MAUNGAKIEKIE)

Address: ONEHUNGA.

P.A.R Sharples.
Mui. Maori Affairs
MP. Tiaraki Makaurau

Andrew Craig
Economic Advisor
2/68 Oban St, Wellington