
Parties

HER MAJESTY THE QUEEN

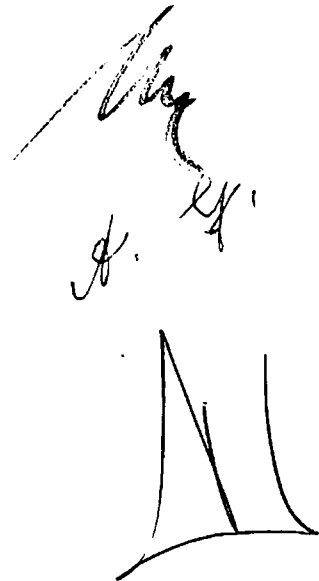
in right of New Zealand

and

NGĀTI TŪRANGITUKUA

DEED OF SETTLEMENT

26 SEPTEMBER 1998



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THIS DEED is made on the 26TH day of September 1998

BETWEEN

- (1) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations
- (2) **NGĀTI TŪRANGITUKUA**

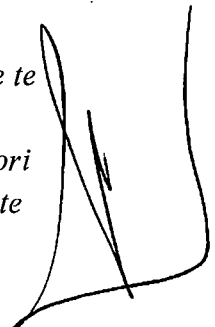
KARAKIA

*Matua, tama, wairua tapu
me nga anahera pono me te Mangai, ae.
Tenei to whakawhetai atu kia koe
Kei te Matua kaha rawa te hou Karaiti
o nga whaka-tumanakotanga katoa
Ahakoa i roto i o matu whakamatautauranga kei waenganui
tona koutou i a matou e arahi nei
e tohutohu nei i a matou
e whakakaha ne matou ki te whai ake i tau
kawenata i whakahuatia mai e Kenehi e ki ia nei
"Kia hua, kia tipu kia kapa i te whenua".
Arahi ai a matou nga kaitono mo au pononga o
Ngāti Tūrangitukua ki te buarahi o te pono
me te tika kia u mai nga manaakitanga
Hei oranga mo te kotoa.
Matua, tama, wairua tapu
me nga anahera pono me te Mangai
hei tautoko mai ai anei ake nei, Ae.*

HE KŌRERO TĀHUHU

A E kīa nei e Te Tiriti O Waitangi:

*"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 wakāro ia he mea tika kia tukua mai tetahi Rangatira hei kai
wakarite ki nga Tangata māori o Nu Tirani - kia wakāetia e nga Rangatira māori
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 kaua ai nga kino e puta mai ki te tangata Māori 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 wakāe 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. Ofā 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 wakāetanga ki te Kawanatanga o te Kuini-Ka tiakina e te Kuini o Ingarani nga tangata māori 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 wakāetia katoatia e matou, koia kā 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.”

B Ko Ngāti Tūrangitukua he hapū nō te iwi o Ngāti Tūwharetoa, ā, i heke mai i tō

The block contains three handwritten elements on the right side of the page. At the top is a large, dark, cursive signature, likely of William Hobson. Below it is a smaller, more delicate signature. At the bottom is a large, simple, stylized mark that resembles a triangle or a large letter 'A'.

rātou tipuna i a Tūrangitukua. Ko rātou te tangata whenua o te wāhi e tū nei te Tāone o Tūrangi, ā, nō rātou hoki te mana whenua mai rā anō ā mohoa nei.

Whakatakotohia ana e te Karauna tana Kaupapa Whanake Hiko i Tongariro

C I te tekau tau i muri mai i te tau 1950, hei whakaea noa i te hiahia o muri mai i te Pakanga Tuarua o te Ao kia wawe tonu te whakawhānuitia o ngā rawa pūngao kia taea ai te whakatutuki te whakaahumahitanga o Aotearoa e hōrapa haere ana i taua wā rā, ka whakatakotohia e te Karauna tana kaupapa Whanake Hiko i Tongariro (WHT). E tutuki pai ai te WHT me nui tonu ngā kaimahi me te wāhi whakanoho i aua kaimahi ā tutuki noa te kaupapa.

D E whā ngā wāhi i whakaarotia ake hei tūnga mō te tāone e noho ai ngā kaimahi, arā, ko Rotoaira, ko Rangipō, ko Tūrangi-ki-te-uru me Tūrangi-ki-te-rāwhiti. I whakaarotia ake anō kia whakatūria he tāone taupua ki Rotoaira me Rangipō. Heoi anō ko tā te Karauna i pai kē ai ko te whakatū tāone pūmau kia puta anō ai he hua i tāna i whakapau ai kia tū ai taua tāone. Ko ngā wāhi i whakaarotia ake hei tūnga mō te tāone pūmau ko Tūrangi-ki-te-uru, e tū tata rā ki te tāone o Tūrangi o ēnei rā nei, ā, nō Ngāti Tūrangitukua nei taua whenua, tae atu hoki ki te whenua o te Karauna i Tūrangi-ki-te-rāwhiti.

E Ko te hua e ahu mai ana i te Moana o Taupō i te hunga haere mai ki te torotoro, ki te mātakitaki hoki i te mōhiotia tae atu ki ngā hua ā-pūtea ka puta inā whakatūria he tāone pūmau mēnā rā ki te kitea he whenua kāore i te herea e te rīhi. I whakaarotia ake anō ngā ara e māmā ai te tae atu o te tangata ki taua tāone, te āhua o ngā rangi, me te rawaka anō o te whenua kia taea ai tētahi tāone te whakatū, me te whakanui atu ā tōna wā. Ko tā te Karauna i pai ai ko te whenua i Tūrangi-ki-te-uru. I te marama o Hui-tanguru i te tau 1964 ka tīmata te Karauna i tāna mahi, arā, te riro atu o ngā whenua āhua nui tonu o Ngāti Tūrangitukua kāore nei i te herea e te rīhi (i a ia). Kāore i whakaarotia ake e te Karauna ngā āhuatanga kikino ka pā ki a Ngāti Tūrangitukua i te rironga kau noa o ō rātou whenua.

Ka hui te Karauna ki a Ngāti Tūrangitukua

F I mua atu i tēnei i hui te Karauna ki ētahi o ngā mema o Te Poari Kaitiaki Māori o Tūwharetoa me ētahi o te iwi o Ngāti Tūrangitukua ki te whakamārama i te āhua o te WHT ki a rātou me te riro anō pea i a rātou o ētahi o ngā whenua o

Handwritten signature and initials, possibly 'A. R.', with a large flourish above it.

Ngāti Tūrangitukua i Tūrangi-ki-te-uru. I te marama o Mahuru i te tau 1964 ko te hui tuatahi a te Karauna ki te katoa o Ngāti Tūrangitukua ki te whiriwhiri i te whāmui o te kaupapa e pā ana ki te WHT me te nui o te whenua e hihiatia ana hei whakatū i te tāone. I taua hui rā i whakaae a Ngāti Tūrangitukua, hei tōna wā anō nei āta whakamanatia ai, kia whakatūria te tāone ki runga i ngā whenua o Ngāti Tūrangitukua. Heoi anō i a Ngāti Tūrangitukua e whakaae atu rā i te whakapono rātou ki ngā kupu taurangi atu a te Karauna mō te āhua o te riro atu o te whenua hei tūnga mō te tāone.

Ka tīmata ngā mahi

G I muri tonu mai o taua hui o Mahuru rā ka tīmata ngā mahi e pā ana ki te WHT tae atu hoki ki te whakatūnga o te tāone. Inā kē noa atu te nui o te kaimahi i tau mai. Riro ana mā tēnei āhua e whakapōrearea te noho māori a Ngāti Tūrangitukua, ā, takahia ana te mana o ngā kaumātua o Ngāti Tūrangitukua e te Manatū Mahi. Haere ana ngā mahi a te Karauna, arā, te tango whenua, te whakatū hoki i te tāone; aro koretia ake ana ngā pānga mai o ēnei mahi ki a Ngāti Tūrangitukua me ngā kupu taurangi i puta i a ia, i te Karauna. Nui kē noa ake te whenua i riro i tērā i whakaritea i te tīmatanga, ā, i tohe te Karauna kia kaua aua whenua katoa e herea e te rīhi ahakoa āna kōrero o mua atu ko te wāhanga ahumahi o te tāone ka noho tonu hei whenua rīhi. Ukuukutia ana ngā wāhi tapu e te Karauna, ā, korekore ana i paku taea te aha e Ngāti Tūrangitukua, ngā kaitiaki o aua wāhi rā.

Hoko ana te Karauna i ngā rawa

H Nō te tutukitanga o te kaupapa i ngā tau whakapaunga o te tekau tau atu i 1970 ka tīmata te Manatū Mahi me ētahi atu tari Kāwanatanga ki te hokohoko i ngā rawa o roto mai i te tāone o Tūrangi. Tae rawa mai ki tēnei whakatatūtanga i te take nei kāore a Ngāti Tūrangitukua me ōna whānau i whai wāhi atu ki te rironga mai anō o ō rātou whenua tīpuna.

Te tono i raro i te Ture Tiriti o Waitangi, 1975

I Ko te tono a Ngāti Tūrangitukua, i rēhitatia nei ki te Taraipiunara o Waitangi i te tau 1989 i raro i te tau Wai 84, kia takoto he utu mō ngā mahi kino i noho nei ko rātou te papa. Wawe tonu ana te whakahaeretia o te take i waenganui i ngā marama o Paenga-whāwhā me Whiringa-ā-nuku o te tau 1984, ā, i puta te

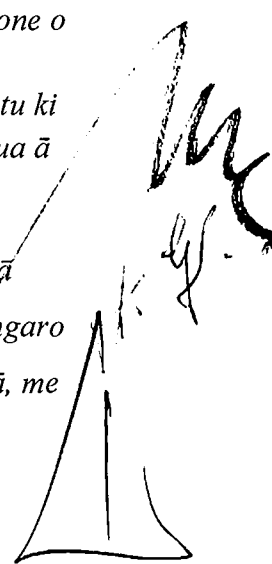
Pūrongo a te Taraipiunara i te marama o Mahuru o te tau 1995.

Ngā whakataunga a te Taraipiunara o Waitangi

J I whakatau te Taraipiunara he nui tonu ngā takatakahitanga a te Karauna i ngā mātāpono o te Tiriti o Waitangi:

- (i) i riro i te Karauna tētahi whenua Māori i Tūrangi-ki-te-uru i te wā he whenua tonu tō te Karauna i Tūrangi-ki-te-rāwhiti;*
- (ii) kāore i rawaka ngā huihuinga a te Karauna ki a Ngāti Tūrangitukua mō te āhua ki te whakatūnga o te tāone;*
- (iii) ko te whenua i riro hei tūnga mō te tāone i neke atu te nui i tērā i oatitia e te Karauna ka riro i a ia;*
- (iv) ko te whenua i whakaae te Karauna ka rīhitia mō ngā āhuratanga ahumahi, ā, ka whakahokia mai ki te iwi i te ekenga o te 10 – 12 tau i āta tangohia kēhia atu, kore rawa nei i whakahokia mai;*
- (v) ukuukutia ana, tūkinotia ana ngā wāhi tapu i te wā i whakatūria ai te tāone;*
- (vi) kāore i rawaka te utu mō ngā whenua i riro;*
- (vii) kore rawa atu te Karauna i aro ake ki te taha tiaki i te taiao;*
- (viii) kāore i kauanuanutia e te Karauna te mana tangata whenua o Ngāti Tūrangitukua;*
- (ix) ko ngā whakarite o roto i te Ture Mahi Tūmatanui 1928 me te Ture Tāone o Tūrangi 1964, i waiho nei e te Karauna hei tautoko i tā rātou urutomo, tango kau noa i te whenua o Ngāti Tūrangitukua kei te noho taupatupatu ki te Ture II o te Tiriti e kī rā e āhei ana te Māori ki te pupuri i ōna whenua ā eke noa ki te wā e hiahia ai ia ki te hoko.*

K Ko te whakatau a te Taraipiunara nā ngā mahi takatakahi a te Karauna i ngā mātāpono o te Tiriti he nui tonu ngā whenua tipuna o Ngāti Tūrangitukua, ngaro atu. Noho ana ko te tūāpapa ohaoha, iwi anō hoki hei papa mō tēnei mahi, ā, me te aha anō mate ana ko te taha wairua, taha tikanga, taha ohaoha o Ngāti Tūrangitukua.



Te whakahaerenga o te take kimi rongoā

L Nō muri i te putanga o te pūrongo a te Taraipiunara ka noho te Karauna rāua ko Ngāti Tūrangitukua ki te whiriwhiri, ki te kimi rongoā anō hoki mō ngā mate i pā ki a Ngāti Tūrangitukua.

M Ko ngā whiriwhiritanga i waenganui i te Karauna me Ngāti Tūrangitukua i mutu noa iho ki te takiwā i te marama o Pipiri i te tau 1996. I te marama o Hōngongoi i te tau 1996, i whakaaetia a Ngāti Tūrangitukua kia whakahaeretia tana take kimi rongoā ki mua i te aroaro o te Taraipiunara o Waitangi kia āta whakatauhia ai me tino aha ngā āhukatanga whakatatū mō roto o Wai 84, tae atu ki te whakahokinga mai o ngā whenua me ngā whakapainga i aua whenua i runga anō i tā te Tekiona 27B o te Ture Hinonga Kāwanatanga i kī ai. Ko te whakahaeretanga o tēnei take i tū ki te marae o Hīrangi i te marama o Hōngongoi o te tau 1997.

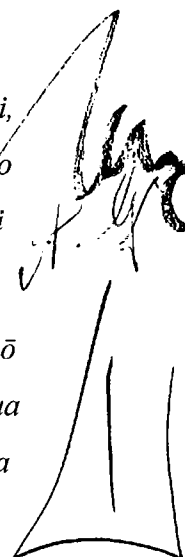
Ngā whiriwhiritanga i waenganui i a Ngāti Tūrangitukua me te Karauna

N Nō muri mai i te putanga o te pūrongo a te Taraipiunara o Waitangi e kīia nei ko Te Pūrongo Kimi Rongoā e Pā Ana ki te Tāone o Tūrangi i te marama o Hōngongoi o te tau 1998, ka noho anō te Karauna rāua ko Ngāti Tūrangitukua ki te kimi, ki te whakaae i tētahi whakatatūtanga whakamutunga o ngā tonu a Ngāti Tūrangitukua, ā, ki te whakakore anō hoki i te mamae e pā tonu ana ki a Ngāti Tūrangitukua.

Te whakatatūtanga o ngā tonu

O Ko te Karauna, i runga anō i tana whakaae he nui ngā mate i pā ki a Ngāti Tūrangitukua, ā, takea mai ana i reira te ngoi kore haere o te taha ohaoha, taha iwi, taha tikanga o Ngāti Tūrangitukua, e hiahia ana ināianei kia kitea mai tētahi, Puka Whakatatū, ā, ki reira takoto mai ai ngā āhukatanga katoa e taea ai ngā tonu katoa a Ngāti Tūrangitukua te whakatatū, te whakaae mō ake tonu atu, ā, e pēnei ana anō hoki te hiahia o Ngāti Tūrangitukua.

NĀ REIRA i roto anā i te wairua mahi tahi, whakaae atu whakaae mai, pono anō hoki, ā, i runga anā i te whakaaro atu ki ngā āhukatanga kia tutuki i ngā taha e rua me tā rāua i whakaae ai i roto i tēnei Puka Whakatatū e whakaae ana te Karauna rāua ko Ngāti Tūrangitukua kia whakatatūngia ngā Tonu a Ngāti Tūrangitukua i runga anō i ngā momo utu ka ahu mai i te Karauna pērā i ērā kua



whakatakotohia i ngā Wāhanga 1 ki te 11 e whai ake nei, ā, ki te kore i runga anō i ngā tikanga me ngā whakaaetanga kua whakatakotohia i ngā Wāhanga 1 ki te 11 e whai ake nei.

BACKGROUND IN ENGLISH

A. The Treaty of Waitangi provides:

“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 Pre-emption 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. Ngāti Tūrangitukua, a *hapū* of the tribe Ngāti Tūwharetoa, are descended from their *tūpuna*, Tūrangitukua. They are the *tangata whenua* of the area now comprised in the Turangi Township, and have had the *manawhenua* of that land since time immemorial.

The Crown develops the TPD Proposal

- C. In the 1950s, in response to post World War Two needs for rapid expansion of energy resources to meet the growing industrialisation in New Zealand, the Crown developed the Tongariro Power Development (TPD) proposal. At that time, it was the largest hydro development to be undertaken in New Zealand. The TPD would require a large construction force, and accommodation for that force, for the duration of the project.
- D. Four sites were considered for the township to accommodate the project workers: Rotoaira, Rangipo, Turangi West and Turangi East. Temporary townships were considered at the sites of Rotoaira and Rangipo. However, the Crown favoured the provision of a permanent township which would ensure a return on its

investment. Sites for a permanent township were considered at Turangi West, adjacent to the existing Turangi village and owned by Ngāti Tūrangitukua, as well as Crown-owned land at Turangi East.

- E. The tourist potential of Lake Taupo was appreciated, as well as the economic benefits that could be captured by creating a permanent township, if a suitable freehold site was available. Having regard to accessibility, climate, and adequacy of suitable land for development of a township, the Crown preferred the Turangi West site. In February 1964 the Crown began the process which was to see the acquisition of the freehold interest in a significant portion of Ngāti Tūrangitukua's ancestral land. It did not take into account the negative effects for Ngāti Tūrangitukua of compulsorily acquiring its land.

The Crown meets Ngāti Tūrangitukua

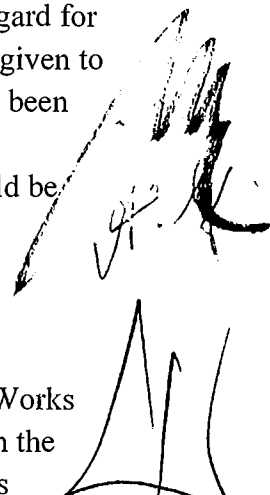
- F. At an earlier stage, the Crown had met with members of the Tuwharetoa Maori Trust Board and some members of Ngāti Tūrangitukua to advise them of the nature of the TPD project and to discuss the possibility of acquiring land owned by Ngāti Tūrangitukua at the Turangi West site. In September 1964, the Crown met with Ngāti Tūrangitukua as a whole for the first time to discuss the scope of the TPD including the land required for the township. Ngāti Tūrangitukua there agreed in principle that the township be constructed on Ngāti Tūrangitukua land. However, in so agreeing, Ngāti Tūrangitukua relied on various assurances and undertakings given to it by the Crown as to the acquisition of land for the township.

Construction begins

- G. The construction of the TPD and the township began almost immediately after the September meeting. There was a large influx of construction workers. This disrupted the traditional lifestyles of Ngāti Tūrangitukua people, and the Ministry of Works undermined the authority of Ngāti Tūrangitukua *kaumātua*. The Crown had proceeded to acquire land and develop the township without proper regard for the interests of Ngāti Tūrangitukua or for the assurances and undertakings given to it by the Crown. Considerably more land was acquired than had originally been outlined, and the Crown insisted on acquiring the freehold of all the land, notwithstanding earlier statements that the industrial area of the town would be leased. *Wāhi tapu* were destroyed by the Crown, and the people of Ngāti Tūrangitukua, their *kaitiaki*, were powerless to protect them.

The Crown sells assets

- H. Following the completion of the project in the late 1970s, the Ministry of Works and other Government departments began a process of selling assets within the Turangi township. Until the present settlement, Ngāti Tūrangitukua and its constituent *whānau* were effectively denied the opportunity to regain ownership of



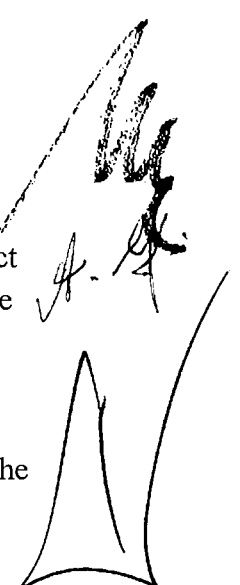
their ancestral lands.

Claim under the Treaty of Waitangi Act 1975

- I. The Ngāti Tūrangitukua claim, registered with the Waitangi Tribunal as Wai 84 in 1989, sought compensation for these grievances. The claim was heard under urgency between April and October 1994, and the Tribunal's Report was released in September 1995.

Findings of the Waitangi Tribunal

- J. The Tribunal found that the Crown had breached the principles of the Treaty of Waitangi in a number of ways:
- (i) the Crown acquired Maori land at Turangi West when Crown land at Turangi East was available;
 - (ii) the Crown did not adequately consult with Ngāti Tūrangitukua regarding the construction of the township;
 - (iii) the land taken for the township was in excess of the maximum area that the Crown promised it would take;
 - (iv) the land the Crown undertook to lease for industrial purposes and return to the people after 10-12 years was compulsorily acquired and not returned;
 - (v) *wāhi tapu* were destroyed or damaged in the construction of the township;
 - (vi) adequate compensation was not paid for land acquired;
 - (vii) the Crown did not give full effect to conservation values;
 - (viii) the Crown did not pay Ngāti Tūrangitukua the respect due its *mana* as tangata whenua;
 - (ix) the provisions of the Public Works Act 1928 and the Turangi Township Act 1964, relied on by the Crown in entering and taking the claimants' land, are inconsistent with the basic guarantee in Article II of the Treaty that Maori may keep their land until such time as they wish to sell it.
- K. The Tribunal found that as a result of the Crown's breaches of the principles of the Treaty, Ngāti Tūrangitukua lost much of its ancestral land. Its social and economic base was seriously eroded causing spiritual, cultural and economic prejudice to Ngāti Tūrangitukua.

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The Remedies Hearing

- L. Following the release of the Tribunal report, the Crown and Ngāti Tūrangitukua entered into negotiations to seek resolution of Ngāti Tūrangitukua's grievances.
- M. Negotiations between the Crown and Ngāti Tūrangitukua broke down in June 1996. In July 1996, Ngāti Tūrangitukua was granted a remedies hearing before the Waitangi Tribunal to identify with more specificity the contents of any settlement package for Wai 84, including the resumption of properties subject to section 27B of the State-Owned Enterprise Act 1986. That hearing was held at Hirangi Marae in July 1997.

Negotiations between Ngāti Tūrangitukua and the Crown

- N. Following the release of the Waitangi Tribunal's *Turangi Township Remedies Report* in July 1998, the Crown and Ngāti Tūrangitukua again negotiated to achieve a full and final settlement of Ngāti Tūrangitukua's Treaty claims and to remove the continuing sense of grievance.

Settlement of claims

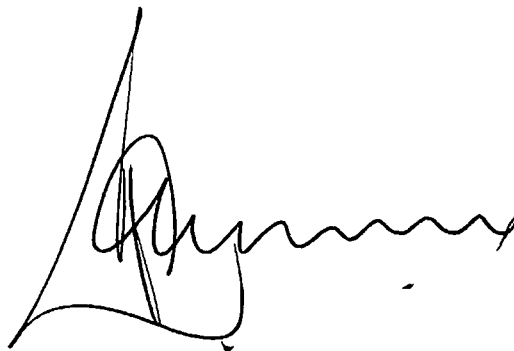
- O. The Crown, having acknowledged that Ngāti Tūrangitukua has suffered injustices which impaired Ngāti Tūrangitukua's economic, social and cultural development, now wishes to enter into a deed of settlement recording the matters required to give effect to a full and final settlement of Ngāti Tūrangitukua's Treaty claims relating to the development and construction of the Turangi Township and its after effects, and Ngāti Tūrangitukua also wishes to enter into such a deed of settlement.

ACCORDINGLY, in a spirit of co-operation, compromise and good faith, the Crown and Ngāti Tūrangitukua agree to settle such claims in consideration for the redress to be provided by the Crown as specified in the following *Sections 1 to 11* and otherwise on the terms and conditions set out in the following *Sections 1 to 11*.

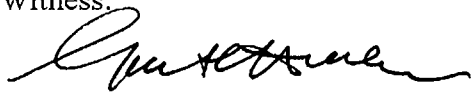
A handwritten signature in black ink, appearing to be 'A. G.', is written above a large, stylized flourish that resembles a wide, upward-pointing arrow or a calligraphic flourish.

EXECUTED as a deed on 26 September 1998

SIGNED for and on behalf of
HER MAJESTY THE QUEEN in
Right of New Zealand by
the Minister in Charge of Treaty
of Waitangi Negotiations in the presence of:



Witness:



Signature

Member of Parliament

Occupation

Tauranga

Address

SIGNED for and on behalf of Ngāti Tūrangitukua
by MAHLON KAIRA NEPIA, claimant
in the presence of:

Witness:

Prof. Keith Duff


Signature

RETIRED

Occupation

7 MAROTIA Cr. T&I

Address



SIGNED for and on behalf of Ngāti Tūrangitukua
by ARTHUR LANCASTER TE TAKINGA GRACE,
as Chairperson of Ngāti Tūrangitukua Maori Committee
in the presence of:

A. L. T. Grace.

Witness:

Wk. Gt. Duff

Signature

RETIRED.

Occupation

TUKANGI.

Address

SECTION 1: DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Deed, unless the context requires otherwise:

Ancillary Claimants means each person listed in *Attachment 8.1*;

Ancillary Claims means all claims made at any time by any person, arising out of an alleged act or omission of the Crown during the acquisition and construction of Turangi Township and the construction of the Tongariro Power Development Scheme;

Ancillary Claims Deed has the meaning given to it in *Section 8*;

Business Day means the period of 9am to 5pm on any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day; and
- (b) a day in the period commencing with 25 December in any year, and ending with the close of 5 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Auckland;

chief executive means chief executive of Land Information New Zealand;

Crown means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of this Deed to participate in, any aspect of Deed Redress;

Deed means this Deed of Settlement, including the Attachments to it;

Deed Redress means:

- (a) payment by the Crown of the Redress Amount in accordance with *clause 2.4*; and
- (b) any of the other redress referred to in *clause 2.3*;

District Land Registrar means the person holding office under section 4 of the Land Transfer Act 1952 as the District Land Registrar for the Wellington land registration district;

Encumbrance means each lease, licence, permit, easement, access arrangement, consent and third party right whether registered or unregistered at the date of this Deed;

GST means Goods and Services Tax;

Leaseback Property has the meaning given to it in *Section 4*;

Memorials means resumptive memorials imposed on land in the Turangi Township pursuant to the State-Owned Enterprises Act 1986, the New Zealand Railways Corporation Restructuring Act 1990 or the Education Act 1989 except the memorial imposed on the land comprised in certificate of title 34C/191 (Wellington Registry);

Natural and physical resources has the same meaning as in section 2 of the Resource Management Act 1991;


Ngāti Tūrangitukua means the collective of individuals, being a *hapū* of Ngāti Tūwharetoa, who descend from the *tūpuna* Tūrangitukua;

Ngāti Tūrangitukua Claimant means any of the following:

- (a) any one of the trustees or beneficiaries of the Ngāti Tūrangitukua Charitable Trust;
- (b) any one or more individuals, *whānau* or *marae* of Ngāti Tūrangitukua, acting individually or collectively;
- (c) any Ancillary Claimant;
- (d) the claimants in respect of Wai 84;
- (e) any person acting on behalf of any one of the above;

Ngāti Tūrangitukua Claims has the meaning set out in *clause 1.2*;

Ngāti Tūrangitukua Recipient means any member of Ngāti Tūrangitukua (or any entity representing such member) or any Ngāti Tūrangitukua Claimant to which

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any Deed Redress is provided pursuant to this Deed;

OTS means the Office of Treaty Settlements;

Redress Amount means \$5,000,000;

Settlement means the settlement to be effected pursuant to this Deed;

Settlement Date means the date which is 20 Business Days after the date this Deed becomes unconditional;

Settlement Legislation means the bill to give effect to the settlement referred to in *clause 9.3* and, where the bill has become law, means, if the context requires, the Act resulting from the passing of such bill;

The Ngāti Tūrangitukua Charitable Trust means the charitable trust known by that name, established by a trust deed dated 9 November 1997 and registered as a board under the Charitable Trusts Act 1957;

Transfer Value has the meaning given to it in *Section 4*;

Turangi Township means the land described in the Second Schedule of the Turangi Township Act 1964; and

Wai 84 means the claim filed in the Waitangi Tribunal relating to the acquisition of the land by the Crown for the construction of the Turangi Township, being the claim reported by the Waitangi Tribunal in its *Turangi Township Report 1995* and its *Turangi Township Remedies Report 1998*.

1.2 MEANING OF NGĀTI TŪRANGITUKUA CLAIMS

1.2.1 Definition of Ngāti Tūrangitukua Claims

In this Deed, *Ngāti Tūrangitukua Claims*:

- (a) means all claims made at any time by any Ngāti Tūrangitukua Claimant and:
 - (i) founded on rights arising in or by the Treaty of Waitangi, the principles of the Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and
 - (ii) arising out of or relating to any loss of interests in land, water, rivers, harbours, coastal marine areas, minerals, forests, or any

natural and physical resources, caused by acts or omissions by or on behalf of the Crown or by or under legislation, being a loss that occurred in the period between 31 January 1964 and 21 September 1992,

whether or not the claims have been researched, registered, or notified; and

(b) includes:

(i) all of the claims made by Ngāti Tūrāngitukua against the Crown arising from those historical grievances of Ngāti Tūrāngitukua which are referred to in Wai 84; and

(ii) the Ancillary Claims; but

(c) excludes those claims (other than the Ancillary Claims) relating to land and other resources outside the Turangi Township in respect of losses also suffered by other *hāpu* of Ngāti Tūwharetoa.

1.2.2 Definition of loss

In this *clause 1.2*, *loss* in relation to any of the interests referred to in *clause 1.2.1(a)(ii)* includes extinguishment of, diminution of, or adverse effect on, any such interest and *interest* includes any legal or equitable right, title, power, privilege or benefit.

1.3 INTERPRETATION

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

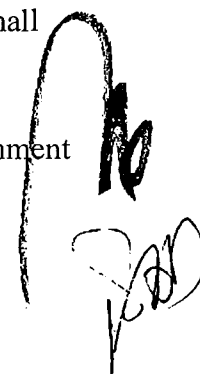
1.3.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

1.3.2 words or phrases (other than proper names) appearing in this Deed with capitalised initial letters are defined terms and bear the meanings given to them in this Deed;

1.3.3 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;


1.3.4 the singular includes the plural and vice versa, and words importing one gender include the other genders;

- 1.3.5 references to Recitals, Sections, clauses and Attachments are to Recitals, Sections and clauses of, and Attachments to, this Deed;
- 1.3.6 references within an Attachment to a paragraph or an Appendix means the paragraph in, or the Appendix to, that Attachment;
- 1.3.7 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;
- 1.3.8 a reference to a party to this Deed or any other document or agreement includes that party's successors;
- 1.3.9 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;
- 1.3.10 references to monetary amounts are to New Zealand currency;
- 1.3.11 references to *written* or *in writing* include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 1.3.12 a reference to a *person* includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 1.3.13 references in the Attachments and Appendices to this Deed to the Crown or a Crown body endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result and, in particular, do not oblige the Crown or the Government of New Zealand to promote any legislation;
- 1.3.14 where a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect the interpretation of the clause;
- 1.3.15 in the event of a conflict between the terms of the main body of the Deed and the Attachments, then the terms of the main body of the Deed shall prevail;
- 1.3.16 a reference to any document being in the form specified in an Attachment includes that document with such amendments as may be agreed in



writing between the Crown and Ngāti Tūrangitukua;

- 1.3.17 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Crown and Ngāti Tūrangitukua.

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**SECTION 2: CROWN'S APOLOGY, ACKNOWLEDGEMENTS,
REDRESS AND PAYMENT**

2.1 APOLOGY BY THE CROWN

The Crown apologises formally and will apologise publicly to Ngāti Tūrangitukua as follows:

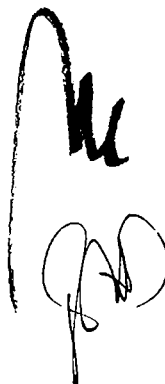
"1. E whakaae ana te Karauna mō te āhua ki te whakatūnga o te tāone o Tūrangi kāore ia i ū ki ngā mātāpono o te Tiriti o Waitangi i roto i āna mahi ki a Ngāti Tūrangitukua. Nā te āhua i waenganui i ngā iwi e rua i haina nei i te Tiriti e tika ana te Karauna kia aronui ki ngā hiahia o te Māori, ā, e kī ana te Karauna i hē ia he kore nōna i aronui atu ki ngā hiahia o te hapū.

2. E whakaae ana te Karauna kāore ia i āta whiriwhiri, i rawaka rānei āna whiriwhiritanga ki a Ngāti Tūrangitukua i te katoa o te wā e whakatūria ana te tāone o Tūrangi i muri mai hoki i tērā, ā, e kī ana a ia nā tēnei hē ōna kāore i aronuitia, kāore hoki i kauanuanutia a Ngāti Tūrangitukua me tōna mana tangata whenua tae atu hoki ki ngā kaumātua me ō rātou nā mana.

3. E whakaae ana te Karauna nā te mea nō Ngāti Tūrangitukua te whenua e tika ana kia manaakitia rātou i raro anō i te Tiriti, ā, nā te mea i whakaponu rātou ki ngā kupu taurangi atu a te Karauna ka whakaae atu a Ngāti Tūrangitukua ki te whakawātea i tō rātou whenua i Tūrangi hei wāhi tūnga mō te tāone, ā, nā te korenga o te Karauna i ū ki tāna i kī ai kāore i whāia ngā mātāpono o te Tiriti.

4. E tino pāpōuri ana te ngākau o te Karauna mō tāna i mahi ai ki te katoa o Ngāti Tūrangitukua i te wā o te whakatūnga o te tāone, ā, i muri mai i tērā kāore te Karauna i āta tiaki i ngā wāhi tapu, ā, noho ana ko te taha wairua me te taha tikanga o Ngāti Tūrangitukua hei papa.

5. E tino pāpōuri ana te Karauna mō āna mahi hē i mahi ai, nā reira e whakaae nei ki te whakatatūtanga o ngā tono kua roa nei e



*takoto ana a Ngāti Tūrangitukua e rārangi mai nei i te
Whakatatūtanga i hainahia nei i te ... o ngā rā o ... 19..”*

- “1. *The Crown acknowledges that, in relation to the construction of the Turangi township, it failed to act towards Ngāti Tūrangitukua in a manner consistent with the principles of the Treaty of Waitangi. The relationship between the Treaty partners obliges the Crown actively to protect Maori interests and the Crown apologises that it did not actively protect the interests of the hāpu.*
2. *The Crown acknowledges that it failed to consult fully or adequately with Ngāti Tūrangitukua throughout the process of the construction of the Turangi Township and after that process, and apologises that in this failure it did not accord to Ngāti Tūrangitukua the respect due their mana as tangata whenua and in particular failed to accord to kaumātua the respect due their mana.*
3. *The Crown acknowledges that Ngāti Tūrangitukua, as landowners and entitled to be protected under the Treaty, relied on the assurances and undertakings given to them by the Crown in return for which the people of Ngāti Tūrangitukua agreed to make their land at Turangi available for the township, and that in failing to honour those assurances and undertakings, the Crown did not act in accordance with Treaty principles.*
4. *The Crown expresses its profound regret to all members of Ngāti Tūrangitukua that, during the course of construction of the township, and subsequently, the Crown failed actively to protect wāhi tapu, and that this has been to the detriment of Ngāti Tūrangitukua’s spiritual and cultural well being.*
5. *The Crown apologises unreservedly for these acknowledged injustices and accordingly settles with Ngāti Tūrangitukua the claims set out in the deed of settlement signed on [].”*

2.2 ACKNOWLEDGEMENTS BY THE CROWN

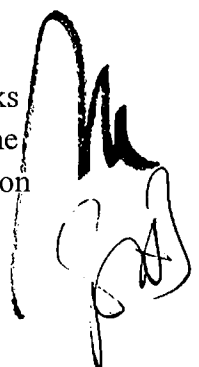
The Crown acknowledges:

- 2.2.1 that Ngāti Tūrangitukua has made claims against the Crown alleging breaches of the Treaty of Waitangi by the Crown in relation to the taking of land under the Public Works Act 1928 and the use of the Turangi



Township Act 1964 for the compulsory acquisition and construction of the Turangi Township;

- 2.2.2 that, when it chose the Turangi West site, it did not consider the long term effects and the impact of the construction of the township on Ngāti Tūrangitukua;
- 2.2.3 that, as a result of the Crown's actions, Ngāti Tūrangitukua lost much of its ancestral land, its economic base was seriously eroded, and many of its *wāhi tapu* sites were destroyed or lost to them;
- 2.2.4 that, in exercising powers under the provisions of the Public Works Act 1928 the Crown did not have regard to the special circumstances applying to multiply-owned land or land having special significance for cultural or traditional reasons and as a result Ngāti Tūrangitukua suffered financial hardship, stress and trauma;
- 2.2.5 that it did not pay Ngāti Tūrangitukua the proper respect due its mana as *tangata whenua*, by an appropriate level of consultation, protection of *wāhi tapu*, and the mitigation of trauma and adverse social repercussions;
- 2.2.6 that it failed to act in good faith towards Ngāti Tūrangitukua, by not honouring the undertakings and assurances, upon which Ngāti Tūrangitukua relied when it approved in principle the construction of the township on its land;
- 2.2.7 that during the construction phase of the township, the Crown did not consult adequately with Ngāti Tūrangitukua, so that members of the *hapū* were prejudicially affected by the failure of the Crown to keep the *hapū* properly informed of its actions and intentions;
- 2.2.8 that, although the Crown paid compensation in accordance with the statutory requirements, it did not adequately mitigate Ngāti Tūrangitukua's trauma, loss and adverse social repercussions caused by the construction of the new town and the rapid transition from a rural to urban community, and the Crown acknowledges the detriment to the cultural and spiritual well-being of Ngāti Tūrangitukua through these actions;
- 2.2.9 that the lands acquired from Ngāti Tūrangitukua under the Public Works Act for the Turangi township have made a significant contribution to the wealth and development of New Zealand, by providing for the generation of electricity at a time when New Zealand's energy requirements were

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high. It acknowledges the high degree of public benefit that has accrued from the construction of the Tongariro Power Development Scheme in the supply of electricity to the nation; and

2.2.10 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 Ngāti Tūrangitukua in terms of the Treaty of Waitangi or undermine any rights under the Treaty of Waitangi, including *rangatiratanga* rights.

2.3 REDRESS FROM CROWN

2.3.1 Summary of redress

The Crown agrees to provide the following redress in recognition of the mana of Ngāti Tūrangitukua and to discharge the Crown's obligations to Ngāti Tūrangitukua in respect of the Ngāti Tūrangitukua Claims:

- (a) the apology by the Crown given under *clause 2.1*;
- (b) the payment of the Redress Amount under *clause 2.4*;
- (c) the payment of interest under *clause 2.5*;
- (d) the transfer of certain properties under *Section 4*;
- (e) the rights of first refusal over certain properties granted under *Section 5*;
- (f) the issue by the Crown of certain protocols under *Section 6*; and
- (g) the transfer and vesting of interests in certain reserves under *Section 7*.

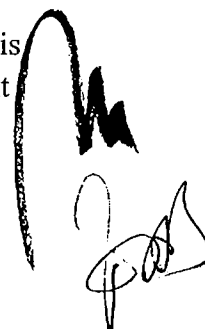
2.3.2 General description only

This *clause 2.3* contains a general description of the redress to be provided pursuant to this Deed and is not intended to modify or affect the interpretation of the specific provisions in this Deed relating to each item of that redress.

2.4 PAYMENT BY CROWN

2.4.1 Initial Payments

Ngāti Tūrangitukua acknowledges receipt of the amount of \$104,299.05 paid on 23 September 1998 by the Crown as a payment "on account" of the Redress Amount. By no later than the date which is 5 Business Days after the date of this Deed the Crown will pay to the Ngāti Tūrangitukua Charitable Trust the amount of \$200,000. *Clause 9.1.1* (which provides that this Deed is conditional on the

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Settlement Legislation coming into force) does not apply to this *clause 2.4.1*.

2.4.2 Payment on settlement date

On the Settlement Date the Crown will pay to the Ngāti Tūrangitukua Charitable Trust an amount equal to the Redress Amount less:

- (a) the amounts paid under *clause 2.4.1*;
- (b) the aggregate of the Transfer Values of the Leaseback Properties; and
- (c) all amounts paid by the Crown to comply with its obligations under *clause 5.3.2 and 5.4.2*.

2.5 INTEREST

2.5.1 Definitions

In this clause:

Anniversary Date means the first Business Day after the expiry of the period of 12 months commencing on the date of this Deed;

Interest Rate means a rate, expressed as a percentage per annum, equal to the 1 year Treasury Bill offer rate as set out on the Bridge Information Systems Page 8985, or any successor page, on the Calculation Date but, if no such rate is then available, the rate determined by the Crown to be the yields in the New Zealand Bill market of those Bills on the Calculation Date;

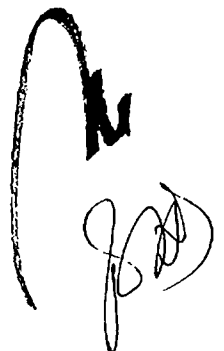
Calculation Date means:

- (a) 11.00 am on the date which is 2 Business Days before the date of this Deed, in respect of the period commencing on the date of this Deed and expiring on the date before the Anniversary Date; and
- (b) 11.00 am on the Anniversary Date, in respect of the period commencing on the Anniversary Date and expiring on the Settlement Date.

2.5.2 Interest

The Crown agrees that, subject to *clause 9.1*, it will pay interest at the Interest Rate to the Ngāti Tūrangitukua Charitable Trust on:

- (a) the Redress Amount less the amount of \$104,299.05 and the aggregate of the Transfer Values of the Leaseback Properties established under *Section 4* from the date of this Deed to the date on which the Crown makes payment



of the amount of \$200,000 referred to in *clause 2.4.1*;

- (b) the Redress Amount less the amounts paid under *clause 2.4.1* and the aggregate of the Transfer Values of the Leaseback Properties established under *Section 4* from the day after the amount of \$200,000 referred to in *clause 2.4.1* is paid to the Settlement Date.

The interest will be payable in full on the Settlement Date, and will be subject to normal taxation law.

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**SECTION 3: NGĀTI TŪRANGITUKUA AGREEMENTS AND
ACKNOWLEDGEMENTS AND MODIFICATION OF
RECOMMENDATION**

3.1 NGĀTI TŪRANGITUKUA'S AGREEMENTS

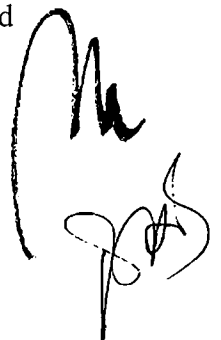
In consideration for the redress provided by the Crown pursuant to this Deed and the Crown's covenants in this Deed, Ngāti Tūrangitukua agrees:

3.1.1 that this Deed and the Settlement Legislation will, with effect from the Settlement Date, settle the Ngāti Tūrangitukua Claims and the Crown will, from that date, be released and discharged in respect thereof, and the Settlement Legislation will contain a provision to that effect pursuant to *clause 9.3* provided that any Existing Ancillary Claims which have not become Settled Ancillary Claims (as those terms are defined in *Section 8*) shall be excluded from the definition of the Ngāti Tūrangitukua Claims; and

3.1.2 that the Settlement Legislation will:

- (a) declare that, without limiting the acknowledgements expressed in, or any of the provisions of, this Deed, the Settlement is final, as provided in *clause 9.3*; and
- (b) provide for the removal of the jurisdiction of the Courts, the Waitangi Tribunal, and any other tribunal in respect of:
 - (i) the Ngāti Tūrangitukua Claims; or
 - (ii) the validity of this Deed; or
 - (iii) the adequacy of the redress provided to Ngāti Tūrangitukua and other parties by the Crown under this Deed; or
 - (iv) the Settlement Legislation,

(but not for the removal of such jurisdiction in respect of the implementation or interpretation of this Deed, the Ancillary Claims Deed or the Settlement Legislation), as provided in *clause 9.3*; and

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3.1.3 subject to due compliance by the Crown with *clause 9.3*, to support the passing of the Settlement Legislation referred to in *clause 9.3* 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

3.1.4 the redress provided by the Crown pursuant to this Deed will be administered for the benefit of the present and future members of Ngāti Tūrangitukua.

3.2 ACKNOWLEDGEMENTS BY NGĀTI TŪRANGITUKUA

In consideration of the redress provided pursuant to this Deed, Ngāti Tūrangitukua acknowledges that:

3.2.1 the Crown has acted honourably and reasonably in relation to the Settlement; and

3.2.2 the Settlement is fair, final and durable; and

3.2.3 the parties intend that the rights and obligations on the part of Ngāti Tūrangitukua in this Deed are for the benefit of, and binding upon, Ngāti Tūrangitukua and that the Settlement is not for the benefit of any individual or single *whanau*.

3.3 TRIBUNAL RECOMMENDATIONS

3.3.1 Definitions

In this *clause 3.3*, *Tribunal's Report* means the report of the Waitangi Tribunal dated 6 July 1998 entitled "*The Turangi Township Remedies Report*".

3.3.2 Application to the Tribunal

Ngāti Tūrangitukua and the Crown shall as soon as possible (if they have not done so already) appear jointly before the Tribunal to advise the Tribunal of the Settlement and to apply for the following orders or recommendations:

- (a) that the interim recommendation contained in paragraph 5.5.3(1) "Wāhi tapu memorialised land" of the Tribunal's Report shall take effect as a final recommendation under section 8B(6) of the Treaty of Waitangi Act 1975; and
- (b) that the interim recommendations contained in:
 - (i) paragraph 5.5.3 (2) "Memorialised land in the industrial area"; and

(ii) paragraph 5.5.3(5) “Memorialised properties of note”,

of the Tribunal’s Report be cancelled under section 8B(5) of that Act.

3.3.3 Consent of Ngāti Tūwharetoa

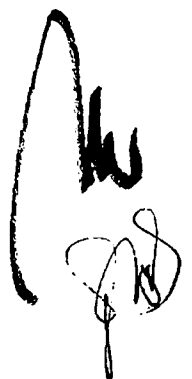
Ngāti Tūrangitukua shall obtain the written consent of Ngāti Tūwharetoa to the matters to be provided in the Settlement Legislation under *clauses 9.3.7 and 9.3.8* and shall present that consent to the Waitangi Tribunal in the joint appearance referred to in *clause 3.3.2*.

3.3.4 Memorandum of Waitangi Tribunal

Ngāti Tūrangitukua will ensure that counsel for the Wai 84 claimants will, on the Settlement Date, advise the Waitangi Tribunal by written memorandum in the form approved by the Crown of the Settlement, the terms on which the Settlement has been reached and request that the Waitangi Tribunal amend its register to reflect that position. 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.

3.3.5 Not conditional

Clause 9.1.1 (which provides that this Deed is conditional on the Settlement Legislation coming into force) does not apply to this *clause 3.3*.



SECTION 4: TRANSFER OF PROPERTIES

4.1 DEFINITIONS

In this Section and its Attachments, unless the context requires otherwise:

Due Diligence Disclosure means delivery by the Crown or the Vendor Agency of the information and confirmations described in *Attachment 4.4* to the Ngāti Tūrangitukua Charitable Trust;

Completion Date means:

- (a) for the Landcorp Property, the next Business Day after the expiration of the period of 24 months commencing on the date of this Deed;
- (b) for each Leaseback Property, the Settlement Date;
- (c) for Tūrangitukua House, the later of:
 - (i) the date which is 20 Business Days after the date of this Deed; and
 - (ii) the date which is 20 Business Days after the date on which the Crown completes the acquisition of Tūrangitukua House from the current registered proprietor;

First Payment Date means, in respect of each Leaseback Property, the date on which the Market Rental for that Leaseback Property is established under the Valuation Methodology, provided that where that date is not the first day of a month then the First Payment Date shall be the first day of the month which immediately follows that date;

Market Rental means, in respect of each Leaseback Property, the current market rental value of the Leaseback Property established in accordance with the Valuation Methodology;

Landcorp Property means each of the properties described in *Attachment 4.3*;

Lease means any tenancy, lease or licence to occupy affecting the whole or part of any of the Settlement Properties at the date of this Deed together with any permitted amendment to all material documents or such rights of occupation;

Leaseback means, in respect of each Leaseback Property, the lease to be granted by the Crown to the relevant Vendor Agency on, or prior to, the transfer of that property to the Ngāti Tūrangitukua Charitable Trust as referred to in *clause 4.3.4*;

Leaseback Property means each property listed in *Attachment 4.2*;

Leaseback Property Payments means monthly payments of an amount equivalent to the monthly instalment of annual rent (plus GST, if any) payable under the relevant Leaseback for each Leaseback Property;

Settlement Property means Tūrangitukua House, each Landcorp Property and each Leaseback Property;

Terms of Transfer means the agreement for sale and purchase, in respect of the Landcorp Property and each Leaseback Property, set out in *Attachment 4.6*;

Transfer Value means, in respect of the Landcorp Property and each Leaseback Property, the purchase price to be paid by the Ngāti Tūrangitukua Charitable Trust to the Crown for the transfer of that property;

Tūrangitukua House means the property described in *Attachment 4.1*;

Valuation Methodology means the methodology and process set out in *Attachment 4.5*;

Vendor Agency means, in respect of each Settlement Property, the vendor agency listed in the column headed “Vendor Agency” in *Attachments 4.1 to 4.3*.

4.2 TRANSFER OF TŪRANGITUKUA HOUSE

4.2.1 Transfer Of Tūrangitukua House

On the Completion Date, the Crown shall transfer Tūrangitukua House to the Ngāti Tūrangitukua Charitable Trust.

4.2.2 No monetary consideration

The Crown agrees that the transfer of Tūrangitukua House to the Ngāti Tūrangitukua Charitable Trust will be made without monetary consideration.

4.2.3 Terms of Transfer

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On the Completion Date, the Crown shall concurrently hand to the Tūrangitukua Charitable Trust the certificate of title and a registrable transfer for Tūrangitukua House. Tūrangitukua House is to be transferred subject to all Encumbrances.

4.2.4 Not conditional

Clause 9.1.1 (which provides that this Deed is conditional on the Settlement Legislation coming into force) does not apply to this *clause 4.2*.

4.3 TRANSFER OF LEASEBACK PROPERTIES

4.3.1 Disclosure

No later than the date which is 10 Business Days after the date of this Deed, the Crown shall effect Due Diligence Disclosure in respect of the Leaseback Properties.

4.3.2 Terms of Leaseback

The parties acknowledge that the Crown and Ngāti Tūrangitukua have, prior to the date of this Deed, agreed on some but not all of the terms of the Leasebacks. The matters set out in the last column of *Attachment 4.2* shall be included in the relevant Leaseback. To the extent that the terms and conditions of the Leaseback are not detailed in the last column of *Attachment 4.2* the parties shall establish the terms and conditions of each Leaseback in accordance with *Attachment 4.7*.

4.3.3 Valuation of Leaseback Properties

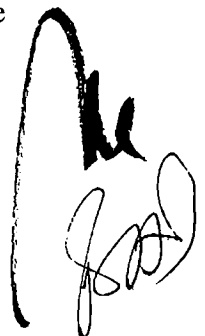
The parties shall establish the Transfer Value and Market Rental for each Leaseback Property in accordance with the Valuation Methodology.

4.3.4 Transfer and Payment

On the Completion Date, the Crown shall transfer each Leaseback Property to the Ngāti Tūrangitukua Charitable Trust in return for, and in consideration of, payment by the Ngāti Tūrangitukua Charitable Trust of the Transfer Value for that Leaseback Property established in accordance with the Valuation Methodology. Payment will be satisfied by deducting the relevant Transfer Value from the Redress Amount in accordance with *clause 2.4.2*.

4.3.5 Leasebacks

In respect of each Leaseback Property, the transfer shall be subject to and with the benefit of a Deed of Lease to the relevant Vendor Agency or to the Crown on the terms and conditions referred to in clause 4.3.2 and otherwise established in accordance with *Attachment 4.7*. The commencement date for each Leaseback

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shall be the Completion Date and the annual rent payable at the commencement of each Leaseback Property will be the Market Rental for that Leaseback.

4.3.6 Terms of Transfer

The terms and conditions on which each Leaseback Property shall be transferred by the Crown to the Ngāti Tūrangitukua Charitable Trust shall be those specified in the Terms of Transfer.

4.3.7 Payments to be made by Crown until Completion Date

Notwithstanding that title to each Leaseback Property shall not transfer until the Completion Date, the Crown shall pay to the Ngāti Tūrangitukua Charitable Trust, or as the Ngāti Tūrangitukua Charitable Trust may direct, the Leaseback Property Payments in respect of each Leaseback Property from the date of this Deed to the Completion Date. The first Leaseback Property Payment (together with the amount payable for any period from the date of this Deed to the First Payment Date) shall be payable without deduction on the First Payment Date.

4.3.8 Not conditional

Clause 9.1.1 (which provides that this Deed is conditional on the Settlement Legislation coming into force) does not apply to this *clause 4.3*.

4.4 TRANSFER OF LANDCORP PROPERTY

4.4.1 Disclosure

No later than the date which is 10 Business Days after the date of this Deed, the Crown shall effect Due Diligence Disclosure in respect of each Landcorp Property.

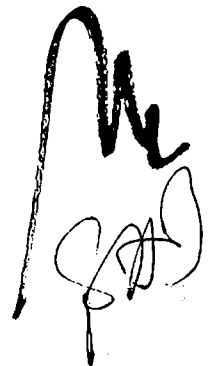
4.4.2 Valuation of Landcorp Property

The parties shall establish the Transfer Value for each Landcorp Property in accordance with the Valuation Methodology.

4.4.3 Transfer and payment

On the Completion Date, the Crown shall transfer the Landcorp Property to the Ngāti Tūrangitukua Charitable Trust in return for and in consideration of payment by the Ngāti Tūrangitukua Charitable Trust to the Crown of the Transfer Value for the Landcorp Property established in accordance with the Valuation Methodology.

4.4.4 Terms of Transfer

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The terms and conditions on which each Landcorp Property shall be transferred by the Crown to the Ngāti Tūrangitukua Charitable Trust shall be those specified in the Terms of Transfer.

4.5 CONDITIONS OF TRANSFER OF ALL SETTLEMENT PROPERTIES

4.5.1 Compliance with Legislation

The Crown's obligation to transfer any Settlement Property will be subject to, and will not apply in respect of, such Settlement Property until the Crown, or the relevant Vendor Agency, 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 Settlement Property and is also subject to:

- (a) the terms of any gifts or endowments relating to such Settlement Property
- (b) the terms of any trusts relating to such Settlement Property;
- (c) any feature of the title to the parcel of land held by the Crown or a Vendor Agency which prevents or limits the right of the Crown or a Vendor Agency to transfer such Settlement Property;
- (d) any other legal requirement which impedes the Crown's or a Vendor Agency's ability to transfer such Settlement Property where the Crown or the Vendor Agency 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.

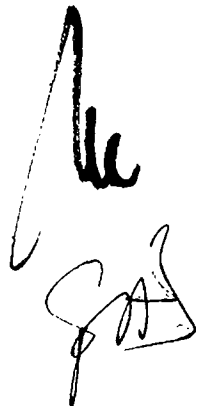
4.5.2 Maintenance of Properties

The Crown shall maintain each Settlement Property until the transfer of each Settlement Property to a standard no worse than that which it was in at the date of this Deed, fair wear and tear excepted.

4.5.3 Tenancy arrangements

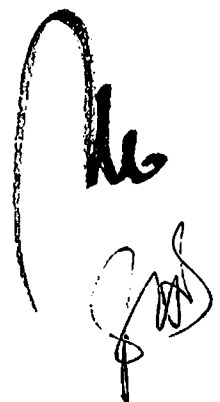
During the period until the transfer of each Settlement Property, the Crown shall:

- (a) not approve any assignment or subletting, or renew, grant or vary any Lease without the prior written consent of the Ngāti Tūrangitukua Charitable Trust. The Ngāti Tūrangitukua Charitable Trust shall not unreasonably or arbitrarily withhold or delay consent where the Vendor

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Agency is obliged to give approval or to renew, grant or vary any Lease under the provisions of any Lease;

- (b) negotiate any rent review or rent payable on any renewal of Lease to obtain the best rent reasonably obtainable under the Lease. The Crown shall not agree to the rent payable on a review or renewal of Lease without first obtaining the written consent of the Ngāti Tūrangitukua Charitable Trust. The Ngāti Tūrangitukua Charitable Trust 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 Crown from an independent registered valuer; and
- (c) keep the Ngāti Tūrangitukua Charitable Trust fully informed as to any legal proceeding or arbitration threatened or commenced by the Vendor Agency, or by any party against the Vendor Agency, in any matter relating to a Settlement Property, and shall take steps to commence or continue any such proceedings or arbitration in good faith.

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NGĀTI TŪRANGITUKUA HOUSE

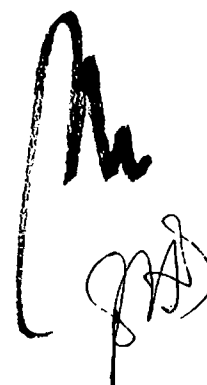
ATTACHMENT 4.1

TŪRANGITUKUA HOUSE

(Clause 4.1)

Legal Description	Street Address	Vendor agency
2.9827ha Section 1 SO 35736 CT34C/191 (Wellington Registry)	Turangitukua House, 130 Atirau Road	OTS

(

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LEASEBACK PROPERTIES

ATTACHMENT 4.2

LEASEBACK PROPERTIES

(Clause 4.1)

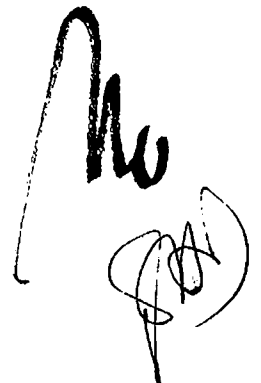
Legal Description	Street Address	Vendor Agency	Agreed Leaseback Terms
5908m ² , Section 74, Town of Turangi, Gazette Notice 773733 (Wellington Registry)	33 Turanga Place	DOC	Term: 15 years Rights of Renewal: One further term of 15 years Rent Reviews: 5 yearly Premises: Land & Building
1194m ² , Lot 242, DP 28538, Lot 241, DP 28538, being part of the land taken by GN 734716 (Wellington Registry)	2-4 Ohuanga Police Road	Police	Term: 25 years Rights of Renewal: Nil Rent Reviews: 5 yearly Premises: Land & Building Lease form: ADLS (subject to amendments which are to be agreed)
7.1617ha Part Lot 1 DP 29783 Pt Lot 3 DP 28587 CT 44D/663 (Wellington Registry)	Tautahanga Road/Waipapa Road	Education	Term: 25 years Rights of renewal: perpetual (length of renewal term to be agreed) Rent Reviews: 5 yearly Premises: Land only

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LANDCORP PROPERTY

ATTACHMENT 4.3**LANDCORP PROPERTY***(Clause 4.1)*

Legal Description	Street Address	Vendor Agency
Section 70 Town of Turangi Sections 1 and 2 SO 28505, Sections 1 and 2 SO 28506 CT39D/483 (Wellington Registry)	State Highway 1	Landcorp
Lot 9 DP28047, CT39B/619	24 Tukehu Street	Landcorp

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ATTACHMENT 4.4**DUE DILIGENCE DISCLOSURE**

(Clause 4.3.1 and 4.4.1)

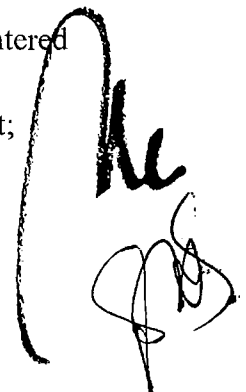
1 RIGHTS OF OCCUPATION

- 1.1 Copies of all leases, licences, agreements, correspondence and other documents giving rights of occupation or material to any rights of occupation granted by the Vendor Agency and copies of all unregistered Encumbrances and designations pursuant to the Resource Management Act 1991.
- 1.2 If applicable, confirmation (including where relevant, an adequate explanation) whether:
- 1.2.1 there are any current disputes between the Vendor Agency and any lessee or licensee, including, if relevant, detailing action taken or to be taken by the lessee or licensee in respect of such breach;
 - 1.2.2 the Vendor Agency is in breach of any of its obligations to any lessee or licensee; and
 - 1.2.3 any lessee or licensee is in breach of any of its obligations to the Vendor Agency, including, if relevant, details of action taken or to be taken by the Vendor Agency in respect of each breach.

2 PROPERTY MANAGEMENT AND BUILDING MATTERS

If applicable, in respect of the Landcorp Property or each Leaseback Property:

- 2.1 copy of the code compliance schedule for each improvement;
- 2.2 copy of the warrant of fitness for each improvement;
- 2.2.1 a schedule detailing all current service and maintenance contracts entered into by Vendor Agency in respect of each improvement and any extraordinary repair or replacement items, whether actual or forecast;

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DUE DILIGENCE DISCLOSURE

- 2.2.2 details of all current guarantees and warranties to Vendor Agency in respect of each improvement and all fixtures, fittings, plant and machinery, together with confirmation as to their assignability;
- 2.2.3 details of any defects to the improvements or want of repair within the reasonable knowledge of the Vendor Agency and which would be material to a prudent purchaser's assessment of the Landcorp Property or the Leaseback Property;
- 2.2.4 details of any contaminants or other hazardous materials contained within or on the Landcorp Property or the Leaseback Property of which the Crown and the relevant Vendor Agency is aware after inspecting its records but this does not require the relevant Vendor Agency to undertake a physical inspection of the Landcorp Property or the Leaseback Property or make enquiries beyond its own records; and
- 2.2.5 details of any known encroachments in respect of the Landcorp Property or any Leaseback Property.
- 2.2.6 all relevant material and information relating to any of the matters referred to in paragraph 6 of the Terms of Transfer.

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ATTACHMENT 4.5**VALUATION METHODOLOGY**

(Clause 4.3.2 and 4.4.2)

1 OBJECT

- 1.1 This Attachment sets out the process to be followed, the factors to be considered and the methodology to be adopted in determining the Transfer Value of the Properties. The procedures outlined in this Attachment shall apply in all cases unless this Deed provides otherwise or the parties agree otherwise in any particular case.

2 DEFINITIONS AND INTERPRETATION

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

Arbitrated Property means any Property to which *paragraph 6* applies;

Arbitration Commencement Date means, in respect of each Arbitrated Property, the date specified by OTS under *paragraph 6.1*;

Arbitrator means a person appointed under *paragraph 7*;

Disputed Property means any Property to which *paragraph 5* applies;

Market Rental means the estimated amount at which an asset would lease on the Valuation Date 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;

Market Value is the estimated amount for which an asset should exchange, on the Valuation Date, 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.

Ngāti Tūrangitukua's Valuation Report means the valuation report prepared by Ngāti Tūrangitukua's Valuer in accordance with this Attachment;

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Ngāti Tūrangitukua's Valuer means any registered valuer appointed by the Ngāti Tūrangitukua Charitable Trust to take part in the process set out in this Attachment;

Ngāti Tūrangitukua's Response Date means the date which is 20 Business Days after the Valuation Presentation Date;

Property means each Landcorp Property and each Leaseback Property;

Valuation Presentation Date means:

- (a) for the Landcorp Property, the date which is 20 Business Days after the date of this Deed; and
- (b) for each Leaseback Property, the date which is 5 Business Days after the date on which the terms of the Leaseback for that Leaseback Property are established under *Attachment 4.7*;

Valuation Date means the date of this Deed;

Vendor Agency's Valuation Report means the valuation report prepared by each Vendor Agency's Valuer in accordance with this Attachment;

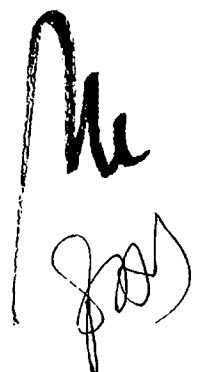
Vendor Agency's Valuer means any Registered Valuer appointed by a Vendor Agency to take part in the process set out in this Attachment.

3 APPOINTMENT OF VALUERS

3.1 No later than 5 Business Days after the date of this Deed each Vendor Agency and the Ngāti Tūrangitukua Charitable Trust shall each:

- 3.1.1 appoint registered valuers and instruct them to assess the Market Value of each Property in accordance with this Attachment, and the Market Rental for each Leaseback Property;
- 3.1.2 give notice to the other and to OTS of the identity of each Valuer appointed and specify the Properties in respect of which he or she has been appointed.

3.2 Each Vendor Agency and the Ngāti Tūrangitukua Charitable Trust shall ensure that the terms of appointment of their respective Valuers require them to

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participate in the process set out in this Attachment in accordance with the terms of this Attachment.

4 PRESENTATION OF CROWN'S VALUATION REPORTS AND NGĀTI TŪRANGITUKUA'S RESPONSE

4.1 Each Vendor Agency's Valuer shall, in respect of each Property, prepare a valuation report which includes the assessment of Market Value of the Property and, in the case of Leaseback Properties, the assessment of Market Rental and deliver a copy of the report to OTS and the Ngāti Tūrangitukua Charitable Trust no later than the Valuation Presentation Date.

4.2 Each Vendor Agency's Valuation Report shall:

4.2.1 meet the minimum requirements set out in Section 5 of the New Zealand Institute of Valuers Valuation Standard 1 ("Market Value basis of Valuation") and other relevant standards insofar as those requirements are consistent with the express provisions of this Deed and this Attachment;

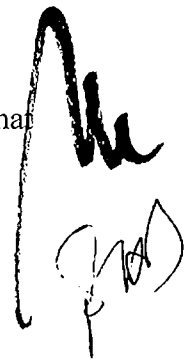
4.2.2 include an executive summary containing:

- (a) a summary of valuation along with key valuation parameters;
- (b) a summary of key issues affecting value, if any;
- (c) the name of the valuer and his or her firm; and
- (d) the signature of the valuer and lead valuer if applicable;
- (e) include a property report based on the standard referred to in *paragraph 4.2.1*; and

4.2.3 attach appendices setting out:

- (a) a statement of valuation policies; and
- (b) relevant market and sales information.

4.3 No later than Ngāti Tūrangitukua's Response Date, the Ngāti Tūrangitukua Charitable Trust shall give notice in writing to each Vendor Agency and OTS that

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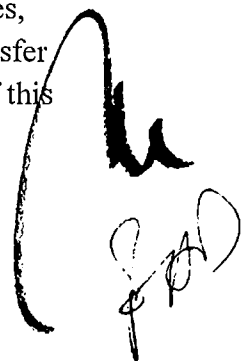
it either accepts or rejects the assessment of Market Value and, in the case of Leaseback Properties, of Market Rental contained in the Vendor Agency's Valuation Report for that Property.

- 4.4 If, in respect of any Property, the Ngāti Tūrangitukua Charitable Trust gives notice by Ngāti Tūrangitukua's Response Date that it accepts the assessment of the Market Value and, in the case of Leaseback Properties, also accepts the assessment of Market Rental contained in the Vendor Agency's Valuation Report, that assessment will be respectively the Transfer Value and the Market Rental for that Property for the purposes of this Deed.
- 4.5 If, in respect of any Property, the Ngāti Tūrangitukua Charitable Trust gives notice by Ngāti Tūrangitukua's Response Date that it rejects the assessment of the Market Value or, in the case of Leaseback Properties, of Market Rental contained in the Vendor Agency's Valuation Report, *paragraph 5* will apply to the determination of the Transfer Value and (if applicable) of the Market Rental for that Property.

5 NEGOTIATIONS TO AGREE DISPUTED MARKET VALUES

- 5.1 Each notice rejecting the assessment of Market Value or of Market Rental for a Property under *paragraph 4.5* shall be accompanied by a copy of a valuation report which contains Ngāti Tūrangitukua's Valuer's assessment of the Market Value and, in the case of the Leaseback Properties, Market Rental for every Property referred to in the notice. *Paragraph 4.2* applies to each Ngāti Tūrangitukua's Valuation Report.
- 5.2 If, in respect of any Property, the Ngāti Tūrangitukua Charitable Trust:
- 5.2.1 fails to give notice by the Ngāti Tūrangitukua's Response Date; or
- 5.2.2 gives such a notice by that date rejecting the assessment of the Market Value or, in the case of Leaseback Properties, the Market Rental contained in the relevant Vendor Agency's Valuation Report but fails to give Ngāti Tūrangitukua's Valuation Report in accordance with *paragraph 5.1*,

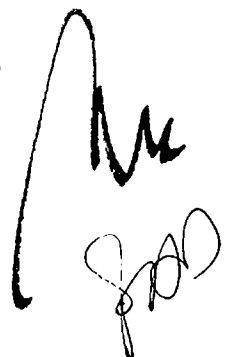
then the assessment of Market Value and, in the case of Leaseback Properties, Market Rental contained in the Vendor's Valuation Report shall be the Transfer Value and, if applicable Market Rental, for that Property for the purposes of this Deed.

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- 5.3 No later than the Ngāti Tūrangitukua's Response Date, both the relevant Vendor Agency and the Ngāti Tūrangitukua Charitable Trust shall each appoint and notify the other and OTS of the appointment of a person or persons who shall have authority to act as their respective representatives to negotiate the Market Value and, where relevant the Market Rental, for each Disputed Property.
- 5.4 Each relevant Vendor Agency and the Ngāti Tūrangitukua Charitable Trust, through their respective representatives appointed under *paragraph 5.3*, shall negotiate to attempt to agree the Market Value and, in the case of Leaseback Properties, Market Rental in respect of each Disputed Property. Where agreement is reached in respect of a Disputed Property both representatives shall sign a statement identifying the Disputed Property and the amount which the parties have agreed is the Market Value and, in the case of Leaseback Properties, Market Rental for that Property and shall give a copy of that statement to OTS. All such statements shall be received by OTS by no later than the date which is 10 Business Days commencing on Ngāti Tūrangitukua's Response Date.
- 5.5 The amount agreed as the Market Value and, in the case of Leaseback Properties, Market Rental for each Disputed Property in respect of which OTS receives a statement under *paragraph 5.4* shall be the Transfer Value and in the case of the Leaseback Properties, the Market Rental for that Property for the purposes of this Deed.
- 5.6 Where, in respect of any Disputed Property, OTS does not receive a statement under *paragraph 5.4*, the determination of the Transfer Value and, in the case of Leaseback Properties, Market Rental shall be referred to an Arbitrator in accordance with *paragraph 6*.
- 5.7 Each relevant Vendor Agency's representative and Ngāti Tūrangitukua's representative may, as part of the negotiations, disclose to the other and OTS relevant comparable sales evidence by no later than the next Business Day after the expiration of the period of 10 Business Days commencing on the Ngāti Tūrangitukua's Response Date.

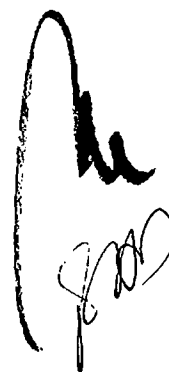
6 DETERMINATION OF DISPUTED VALUES

- 6.1 Where *paragraph 5.6* applies no later than the date which is 5 Business Days after the date referred to in *paragraph 5.4*, OTS shall give a notice to each relevant Vendor Agency and the Ngāti Tūrangitukua Charitable Trust stating that the Market Value and, (if applicable) Market Rental for each Arbitrated Property is to

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be established by the Arbitrator and, specifying a date on which the process set out in this paragraph 6 shall commence.

- 6.2 OTS shall immediately give written notice to the Arbitrator that he or she is to determine the Market Value and (if applicable) Market Rental for each Arbitrated Property in accordance with this *paragraph 6*.
- 6.3 Not earlier than the date which is 5 Business Days after the Arbitration Commencement Date, the Arbitrator shall give notice of a meeting to be attended by the relevant Vendor Agency, the Vendor Agency's registered valuer, OTS the Ngāti Tūrangitukua Charitable Trust and the Ngāti Tūrangitukua Charitable Trust's registered valuer, at a venue to be decided by the Arbitrator.
- 6.4 The Arbitrator's notice of the meeting shall include a request by the Arbitrator to OTS, the relevant Vendor Agency and the Ngāti Tūrangitukua Charitable Trust that they forward to the Arbitrator all information relating to the assessment of the Market Value and (if applicable) Market Rental of the Arbitrated Properties which is in their possession. The relevant Vendor Agency, OTS and the Ngāti Tūrangitukua Charitable Trust shall ensure that this information is provided to the Arbitrator (and any submissions or expert evidence based on information already disclosed shall be copied to the other parties) no later than 5.00 pm on the day which is 2 Business Days prior to the date of the meeting.
- 6.5 The information sent to the Arbitrator by the Vendor Agency, OTS and the Ngāti Tūrangitukua Charitable Trust (and to each other) shall constitute, in respect of each Arbitrated Property, the Vendor Agency's Valuation Report, Ngāti Tūrangitukua's Valuation Report, sales evidence disclosed under *paragraph 5.7* and any submission or expert evidence based on that information which the Vendor Agency or the Ngāti Tūrangitukua Charitable Trust intend to present at the meeting.
- 6.6 At the meeting, the Arbitrator shall establish a procedure and give each party to the arbitration the right to examine, cross examine and re-examine the registered valuers and other experts appointed by the other parties in relation to the information provided to the Arbitrator and otherwise have regard to the Arbitration Act 1996 and requirements of natural justice in the conduct of the meeting.
- 6.7 The Arbitrator shall hold the meeting and give his or her determination of the Market Value and (if applicable) Market Rental of each Arbitrated Property no

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later than the date which is 30 Business Days after the Arbitration Commencement Date.

- 6.8 Once the Arbitrator has determined the Market Value and (if applicable) Market Rental he or she shall serve notice on the Vendor Agency, OTS and the Ngāti Tūrangitukua Charitable Trust of his or her decision.
- 6.9 The Transfer Value of each Arbitrated Property for the purposes of this Deed and, in the case of Leaseback Properties, the Market Rental respectively, shall be the Arbitrator's determination of the Market Value.
- 6.10 The determination of the Arbitrator shall be final and binding on each Vendor Agency, OTS and the Ngāti Tūrangitukua Charitable Trust and the persons claiming under them. No person shall 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.

7 APPOINTMENT OF ARBITRATOR

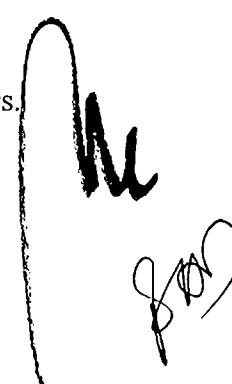
- 7.1 OTS and the Ngāti Tūrangitukua Charitable Trust shall, in accordance with this paragraph, appoint a person who is independent, sufficiently qualified and experienced to be considered an expert in the area of determination of values of the types of properties comprising the Properties and, in the case of Leaseback Properties, the current Market Rental and who is ready, willing and able to act as Arbitrator.
- 7.2 No later than 5 Business Days after the date of this Deed OTS shall nominate such a person by giving written notice to the Ngāti Tūrangitukua Charitable Trust of the identity of that person. If the Ngāti Tūrangitukua Charitable Trust does not object to that nomination by giving written notice of objection to OTS within a further 2 Business Days that person shall be the Arbitrator for the purposes of this Attachment.
- 7.3 If the Ngāti Tūrangitukua Charitable Trust does so object, and failing agreement on the identity of the Arbitrator, the Arbitrator shall be a person nominated by the President of the New Zealand Institute of Valuers on application by OTS or the Ngāti Tūrangitukua Charitable Trust.
- 7.4 An appointment under this paragraph shall not be properly made until the Arbitrator has confirmed in writing to OTS and the Ngāti Tūrangitukua Charitable

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Trust that he or she has read and understood this Attachment and that he or she shall conduct an arbitration in accordance with this Attachment on receipt of and in accordance with a notice received under *paragraph 6.1*.

8 GENERAL PROVISIONS

- 8.1 Each Vendor Agency, OTS and the Ngāti Tūrangitukua Charitable Trust shall each bear its own costs in connection with the process set out in this Attachment. The costs of the Arbitrator and the costs of the hire of a venue for the meeting referred to in *paragraph 6.7* (if any) shall be borne by OTS and the Ngāti Tūrangitukua Charitable Trust equally. However, in appropriate cases, the Arbitrator may award costs against the Ngāti Tūrangitukua Charitable Trust or OTS where the Arbitrator considers that it would be just to do so on account of unreasonable conduct.
- 8.2 Each Vendor Agency, OTS and the Ngāti Tūrangitukua Charitable Trust acknowledges that it is required to use reasonable endeavours to ensure the processes set out in this Attachment operate in the manner, and within the timeframes, specified in this Attachment.
- 8.3 If the procedure set out in this Attachment is delayed through any event (such as the death or incapacity of any Registered Valuer or the Arbitrator), each Vendor Agency, OTS and the Ngāti Tūrangitukua Charitable Trust shall use reasonable endeavours and co-operate with each other to minimise the delay.
- 8.4 If at any time during the process set out in this Attachment, OTS gives written notice to the Ngāti Tūrangitukua Charitable Trust that a Vendor Agency is no longer willingly participating in that process, this Attachment shall apply with all necessary modifications as if the process was between OTS and the Ngāti Tūrangitukua Charitable Trust only and all references to the Vendor Agency will be references to OTS.
- 8.5 In the case of Leaseback Properties, the assessment of the Market Value shall be undertaken as follows:
- 8.5.1 first, assess the Market Rental having regard to the terms of the Leaseback; and
- 8.5.2 secondly, assess the Market Value having regard to the terms of the Leaseback (including the Market Rental) and all other relevant factors.

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ATTACHMENT 4.6**TERMS OF TRANSFER**

(Clause 4.3.6 and 4.4.4)

1 DEFINITIONS

Unless the context requires a different interpretation

interest rate for late settlement means the FRA mid point 30 day bank bill rate as at 10.45 am on Reuter's page BKBM on the date on which the relevant payment becomes due and payable plus 500 basis points and compounded monthly.

Lease means any tenancy, lease or licence to occupy affecting the whole or part of the property at the date of this Deed together with any permitted amendment to all material documents or such rights of occupation.

possession date means, in respect of any property, the date on which the property is to be transferred.

Property means the Landcorp Property and each Leaseback Property.

purchase price means, in respect of any property, the Transfer Value for that property.

purchaser means the Ngāti Tūrangitukua Charitable Trust or its nominee.

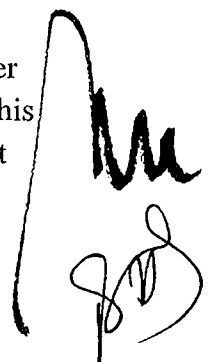
settlement date means in respect of each property, the date upon which possession is actually given under this agreement.

vendor means the Crown.

References to "agreement" and "the agreement" (where appropriate) shall be deemed to be references to the terms of this Attachment.

2 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 upon the terms set out in this Deed and this Attachment subject to all matters noted on the register of title to the Property at

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TRANSFER TERMS

the date upon which this Deed is signed by both parties and all other matters disclosed to the purchaser in accordance with this Deed and this Attachment.

- 2.2** The purchase price for each Property will be the Transfer Value determined in accordance with the Valuation Methodology and, in the case of the Landcorp Property, will be paid in full by bank cheque on the possession date.

3 POSSESSION AND SETTLEMENT

- 3.1** Unless the particulars of a Lease are disclosed to the purchaser in accordance with Valuation Disclosure 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 and security cards to all doors (if applicable) in the possession or control of the Vendor Agency or the vendor. Where particulars of a Lease or Leases are so disclosed and, in the case of the Leaseback Properties, the Property shall be sold subject to and with the benefit of that Lease or Leases or the Leaseback.

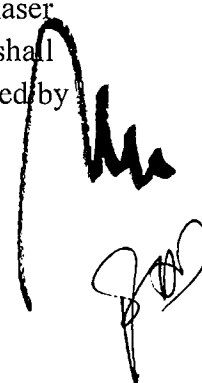
- 3.2** On the possession date:

3.2.1 in the case of the Landcorp Property the purchaser shall pay the vendor the purchase price; and

3.2.2 possession shall be given and taken.

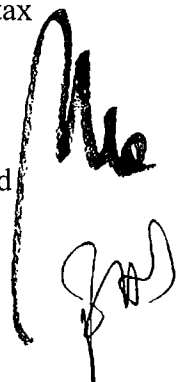
- 3.3** If from any cause whatever save the default of the vendor any portion of the purchase price is not paid upon the due date for payment the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid from the due date for payment until payment; but nevertheless this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this subclause a payment made on a day other than a Business Day or after the termination of a Business Day shall be deemed to be made on the next following working day and interest shall be computed accordingly.

- 3.4** If for any cause whatever save the default of the purchaser the vendor does not offer to give possession (and where the agreement calls for it, vacant possession) when the purchaser is entitled to possession the vendor shall pay to the purchaser a fair market rent for the Property until possession is offered and the vendor shall also compensate the purchaser for any expenses incurred and damages suffered by the purchaser (including the purchaser's reasonable costs of temporary accommodation for persons and for chattels) resulting from the failure of the

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vendor to give possession on the date aforesaid to the extent that such expenses and damages are greater than the fair rental for the Property.

- 3.5 Where the purchaser or any person claiming through the purchaser elects to go into possession of the Property prior to settlement the purchaser shall pay to the vendor on settlement a fair market rental for the Property during the period of possession prior to settlement; provided that in respect of any period when the purchaser is obliged to pay interest under *paragraph 3.3* the purchaser shall not be required to pay both that interest and rental under this paragraph and the purchaser's obligation in respect of that period for payment of interest and rental shall be limited to payment of whichever amount of such interest or rental is the higher.
- 3.6 In respect of any period when delay in settlement is caused by the default of the vendor, rental payable under *paragraph 3.4* shall be reduced to the extent necessary to ensure that the purchaser, by paying rental, will not be financially disadvantaged by taking possession, by comparison with the position applicable if possession had not been taken prior to settlement.
- 3.6.1 The provisions of this *paragraph 3.6* shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- 3.6.2 Where the parties are unable to agree upon any amount payable under this *paragraph 3.6* an interim amount shall on settlement be paid to a stakeholder by the party against whom it is claimed until the amount payable is determined. The interim amount shall be the lower of:
- (a) the amount claimed by the purchaser or the vendor, as the case may be; or
 - (b) an amount equivalent to interest at the interest rate for late settlement during the period to which the claim relates on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the possession date.
- 3.6.3 Any interest earned on the interim amount net of resident withholding tax and any handling charges shall follow the destination of the interim amount. The amount determined to be payable shall not be limited by the amount of the interim amount. If the parties cannot agree on a stakeholder the interim amount shall be paid to a stakeholder nominated

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TRANSFER TERMS

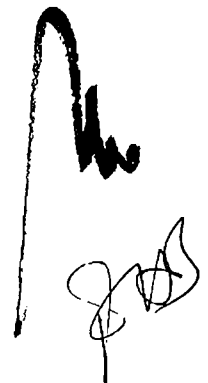
on the application of either party by the president or vice-president for the time being of the Law Society for the district where the Property is situated.

- 3.7 Upon the balance of the purchase price, interest and other moneys if any due hereunder being paid or satisfied as provided in this agreement (credit being given for any amount payable by the vendor under *paragraph 3.6*), 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 (including a memorandum of transfer from the relevant Vendor Agency to the Vendor) which may be required for the purpose of registering the memorandum of transfer together with all instruments of title and all contracts and other documents which create rights, interests and obligations affecting the registered proprietor's interest and which shall continue following settlement.
- 3.8 All outgoings and incomings excluding insurance premiums shall be apportioned at the possession date.
- 3.9 Where:
- 3.9.1 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
- 3.9.2 a search copy, as defined in section 172A of the Land Transfer Act 1952, of that title document is not obtainable by the fifth Business Day prior to the possession date,
- 3.9.3 then the possession date shall be deferred to the 5th Business 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 a registrable memorandum of transfer referred to in *paragraph 3.7* to enable a plan to deposit and title to the Property to issue.

4 RISK AND INSURANCE

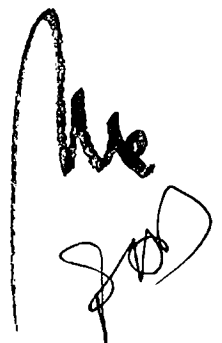
- 4.1 The Property shall remain at the sole risk of the vendor until possession is given and taken.
- 4.2 In the event that prior to the giving and taking of possession the Property is destroyed or damaged and such destruction or damage has not been made good by the possession date then the following provisions shall apply:
- 4.2.1 if the destruction or damage has been sufficient to render the Property untenable and it is untenable on the possession date the purchaser may:
- 4.2.2 complete the purchase at the purchase price less a sum equal to the amount of diminution in value of the Property as at the Completion Date; or
- 4.2.3 cancel this agreement as it affects the Property by serving the vendor notice in writing; or
- 4.2.4 if the Property is still tenable 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 as at the Completion Date.
- 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 determination. If the dispute is not determined by the possession date then the possession date shall be deferred to the 5th Business 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 TITLE, BOUNDARIES, ETC

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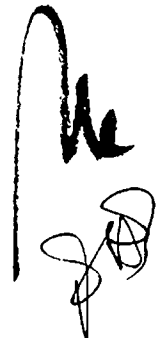
TRANSFER TERMS

- 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 Subject to *paragraph 5.3* the purchaser is deemed to have accepted the vendor's title.
- 5.3 In respect of any Property for which, at the date of this Deed, no certificate of title has been issued 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 5th Business Day after the date on which the purchaser or the purchaser's solicitor is notified in writing that the title has issued.
- 5.4 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 5th Business 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.
- 5.5 In the event of a cancellation by the vendor under *paragraph 5.4*, 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.
- 5.6 For the avoidance of doubt, no objection or requisition may be made on the grounds that the vendor is not the registered proprietor of the Property.
- 5.7 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.
- 5.8 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the Property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the Property.

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6 VENDOR'S WARRANTIES AND UNDERTAKINGS

- 6.1 The vendor warrants and undertakes to the purchaser that except to the extent disclosure to the contrary is permitted to be and is made under the Deed:
- 6.1.1 the relevant Vendor Agency 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 shall pay the amount of the charge payable pursuant to that reading but if the territorial authority shall not make special readings the water charges shall be apportioned;
 - 6.1.2 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 shall be so paid immediately after the possession date;
 - 6.1.3 the vendor shall pay all charges for electric power and gas supplied to the Property down to the possession date;
 - 6.1.4 if the vendor or the relevant Vendor Agency 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 Vendor Agency shall 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;
 - 6.1.5 immediately after the possession date the vendor shall give notice of sale to the territorial authority having jurisdiction and where the Property comprises a stratum estate shall serve a copy of the notice of sale on the secretary of the body corporate;
 - 6.1.6 where the vendor or the relevant Vendor Agency 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;
 - 6.1.7 all obligations imposed on the vendor and the relevant Vendor Agency under the Building Act 1991 ("Act") shall be fully complied with at the settlement date, and without limiting the generality of the foregoing:

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TRANSFER TERMS

- (a) the vendor or the relevant Vendor Agency 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 Vendor Agency 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 Vendor Agency which has not been disclosed in writing to the purchaser, which could entitle the territorial authority to issue such a notice.
- 6.1.8 as far as the vendor or the relevant Vendor Agency is aware the Leases are all the leases, licences or other occupancy rights affecting the Property;
- 6.1.9 as far as the vendor or the relevant Vendor Agency is aware, to the best of their knowledge and without limiting the Crown's obligations under this Deed, there is no amendment or variation to any Lease;
- 6.1.10 as far as the vendor or the relevant Vendor Agency is aware, to the best of their knowledge and without limiting the Crown's obligations under this Deed, 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;
- 6.1.11 as far as the vendor or the relevant Vendor Agency is aware , to the best of their knowledge and without limiting the Crown's obligations under this Deed, there is no outstanding enforcement or other notice, requisition or proceeding issued under any Code by any relevant authority;

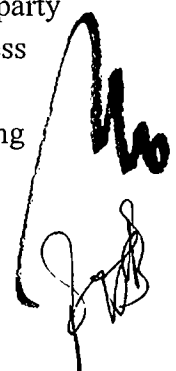


TRANSFER TERMS

- 6.1.12 neither the vendor nor the relevant Vendor Agency has 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;
- 6.1.13 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. The location and terms of any agreement shall not be settled without the approval of the purchaser which may not be unreasonably withheld; and
- 6.1.14 as far as the vendor or the relevant Vendor Agency is aware, to the best of their knowledge and without limiting the Crown's obligations under this Deed, no material information which relates to the Property has not been disclosed by or on behalf of the relevant Vendor Agency and the vendor to the purchaser.

7 NOTICE TO COMPLETE AND REMEDIES ON DEFAULT

- 7.1 If the sale is not settled on the possession date either party may at any time thereafter (unless this agreement has first been cancelled or become void) serve on the other party notice in writing (hereinafter called a settlement notice) to settle in accordance with this clause; but the settlement notice shall be effective only if the party serving it is at the time of service either in all material respects ready, able and willing to proceed to settle in accordance with the settlement notice or is not so ready, able and willing to settle only by reason of the default or omission of the other party to this agreement. If the purchaser is in possession a settlement notice may incorporate or be given with a notice under section 50 of the Property Law Act 1952.
- 7.2 Upon service of a settlement notice the party on whom the settlement notice is served shall settle within twelve (12) Business Days after the date of service of the settlement notice (excluding the day of service) and in respect of that period time shall be of the essence but without prejudice to any intermediate right of cancellation by either party. If the settlement notice is served between the 6th day of December and the 20th day of January next following then (unless the settlement notice expires before the 24th day of December in that period) the party on whom the settlement notice is served shall settle within twelve (12) Business Days after the date of service of the settlement notice (excluding the day of service) or on the 1st Business Day after the 20th day of January next following

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TRANSFER TERMS

the date of service (whichever is the later) time being of the essence, but without prejudice to any intermediate right of cancellation by either party.

7.3 If the purchaser does not comply with the terms of the settlement notice served by the vendor then:

7.3.1 without prejudice to any other rights or remedies available to the vendor at law or in equity the vendor may:

- (a) sue the purchaser for specific performance; or
- (b) cancel this agreement and sue the purchaser for damages;

7.3.2 where a vendor is entitled to cancel the contract the entry by the vendor into a conditional or unconditional contract for the resale of the Property or any part thereof by the vendor shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation;

7.3.3 the damages claimable by the vendor under *paragraph 7.3.1(b)* shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within 1 year from the date by which the purchaser was required to settle in compliance with the settlement notice. The amount of that loss may include:

- (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
- (b) all costs and expenses reasonably incurred in any resale or attempted resale;
- (c) all outgoings (other than interest) on or maintenance expenses in respect of the Property from the settlement date to the settlement of such resale; and
- (d) all reasonable costs incurred in agreeing or having determined the purchase price under the Deed; and

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- (e) any surplus money arising from a resale as aforesaid shall be retained by the vendor.

7.4 If the vendor does not comply with the terms of a settlement notice served by the purchaser then the purchaser without prejudice to any other rights or remedies available to the purchaser at law or in equity may:

7.4.1 sue the vendor for specific performance; or

7.4.2 without prejudice to any right of the purchaser to damages give notice in writing to the vendor cancelling this agreement and requiring the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment. Any claim for damages shall include all reasonable costs incurred by the purchaser in agreeing or having determined the purchase price under the Deed.

7.5 The party serving a settlement notice may at the request or with the consent of the other party extend the term of the settlement notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence of this agreement accordingly. An extension may be given either before or after the expiry of the period of the notice.

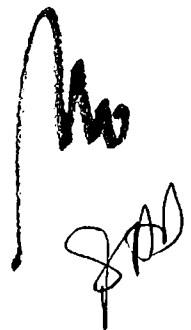
7.6 Nothing in this clause shall preclude a party from suing for specific performance without giving a settlement notice.

7.7 A party who served a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready and able to settle upon the expiry of that notice.

8 NON-MERGER

8.1 The agreements, obligations and warranties of the parties in this agreement shall not merge with the transfer of title to the Property.

9 GENERAL

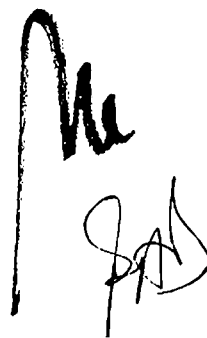
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TRANSFER TERMS

- 9.1 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.
- 9.2 The purchaser may, by giving written notice in writing to the vendor not later than 5 Business Days before the possession date, nominate another person to whom the Property shall be transferred but the purchaser shall at all times remain liable for all obligations on the part of the purchaser under this agreement and shall be responsible for all stamp duty payable on any nomination agreement and on the transfer to the nominee.

10 TITLE

- 10.1 If a certificate or certificates of title for the Property has or 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.
- 10.2 The vendor shall 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.
- 10.3 The vendor shall carry out or shall procure that the relevant Vendor Agency carries out all such work as may be required to satisfy any conditions of the local authority to the deposit of the relevant plan.

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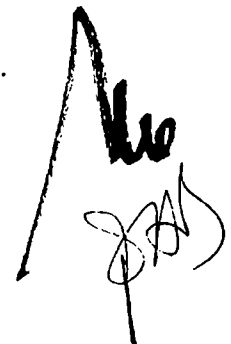
TERMS OF LEASEBACK

ATTACHMENT 4.7

TERMS OF LEASEBACK

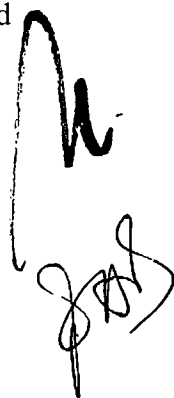
(Clauses 4.3.2 and 4.3.5)

- 1 The Crown and Ngati Turangitukua Charitable Trust will actively, in good faith and without delay, proceed with the negotiations and attempt to agree on the terms and conditions of each Leaseback. The parties intend that the Vendor Agency will participate in those negotiations.
- 2 If the Crown, Ngati Turangitukua Charitable Trust and, where relevant, the Vendor Agency fail to agree on any matter referred to in *paragraph 1* by the date which is 20 Business Days after the date of this Deed, time being of the essence, all such matters will be settled by expert determination in accordance with paragraphs 3 to 12.
- 3 One expert shall determine all the issues outstanding in respect of the Leasebacks. The expert shall be a person agreed on by the parties or, failing agreement by the date which is 20 Business Days after the date of this Deed, 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.
- 4 On accepting appointment the expert will be required to:
 - 4.1 confirm that the appointment does not give rise to any conflict of interest in relation to the parties or the relevant Vendor Agency or circumstance which is likely to lead to a presumption of bias; and
 - 4.2 agree to comply with the requirements placed on an appointee by this Attachment.
- 5 If any 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.

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TERMS OF LEASEBACK

- 6 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 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:
 - 7.1 rely on his or her own knowledge, skill and experience in relation to the matter in dispute without reference to the parties; and
 - 7.2 make his or her own enquiries without reference to the parties.
- 8 The expert may:
 - 8.1 arrange to meet with the parties either together or alone to discuss the dispute; and
 - 8.2 require the parties to provide such evidence as he or she considers necessary to determine the dispute; and
 - 8.3 establish procedures and a timetable for the conduct of the determination to the extent that those matters are not already laid down in this Attachment
- 9 In making his or her determination, the expert:
 - 9.1 must first have regard to the aspects of the Leaseback which have been agreed by the parties including the terms referred in the last column of *Attachment 4.2* and resolve the matter in dispute in a manner that is consistent with those terms; and
 - 9.2 must then have regard to the intention that the Leaseback 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

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TERMS OF LEASEBACK

- 9.3 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.
- 10 The expert:
- 10.1 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
- 10.2 must in addition, give reasons for his or her determination; and
- 10.3 may decide how the reasonable costs, fees and other expenses of the expert 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.
- 11 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 Leaseback. The written lease document must include:
- 11.1 all matters that have been agreed prior to the time of appointment of the expert including the terms set out in the last column of *Attachment 4.2*; and
- 11.2 provisions giving effect to any matter that is unresolved at the time of the appointment of the expert.
- 12 For the avoidance of doubt, the expert shall not, in the course of his or her determination, re-open any matter on which agreement has already been reached under *paragraph 1*.
- 13 The parties agree to be bound by the expert's determination and agree that the expert's determination will be final.
- 14 The parties do not intend this Attachment to be a submission to arbitration, and it is not to be treated as such, except to the extent that the Arbitration Act 1996 provides otherwise.
- 15 The parties may, by writing signed by or on behalf of each party, vary the procedure set out in this Attachment in respect of any Leaseback Property.

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SECTION 5 : RIGHTS OF FIRST REFUSAL

5.1 DEFINITIONS

In this Section and its Attachments, unless the context otherwise requires:

Crown Commercial Properties means the properties described in the Schedule to *Attachment 5.1* (Right of First Refusal for Crown Commercial Properties).

Crown Residential Properties means the properties described in the Schedule to *Attachment 5.2* (Deed of Grant of Right of First Refusal for Crown Residential Properties).

ECNZ Commercial Property means the property described in the Schedule to *Attachment 5.3* (Deed of Grant of Right of First Refusal for ECNZ Commercial Property).

ECNZ Residential Properties means the properties described in the Schedule to *Attachment 5.4* (Deed of Grant of Right of First Refusal for ECNZ Residential Properties).

Housing New Zealand Properties means the properties described in the Schedule to *Attachment 5.6* (Deed of Grant of Right of First Refusal for Housing New Zealand Properties).

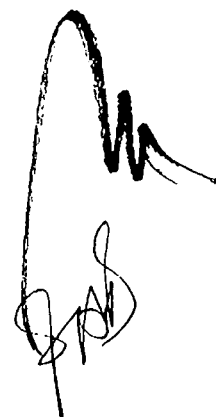
New Zealand Post Property means the property described in the Schedule to *Attachment 5.5* (Deed of Grant of Right of First Refusal for New Zealand Post Property).

Turangitukua Nominees Limited means the company incorporated by Ngāti Tūrangitukua for the purpose of receiving the benefit of the Deed of Grant of Right of First Refusal for the Crown Residential Properties, the ECNZ Residential Properties, the Telecom Properties and the Housing New Zealand Properties.

5.2 CROWN PROPERTIES

5.2.1 Crown Commercial Properties

The Crown and the Ngāti Tūrangitukua Charitable Trust will, from the date of this Deed, be bound by the terms of *Attachment 5.1*.

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5.2.2 Crown Residential Properties

The Crown shall, within 10 Business Days of the date of this Deed, deliver to the Ngāti Tūrangitukua Charitable Trust a Deed of Grant of Right of First Refusal relating to the Crown Residential Properties, in the form specified in *Attachment 5.2* and duly executed by the Crown. Ngāti Tūrangitukua shall procure Turangitukua Nominees Limited to execute that deed on, or not later than 10 Business Days after, the date of receipt of that deed.

5.3 ECNZ PROPERTIES

5.3.1 ECNZ Commercial Property

The Crown shall, within 10 Business Days of the date of this Deed deliver to Ngāti Tūrangitukua Charitable Trust a Deed of Grant of Right of First Refusal relating to the ECNZ Commercial Property in the form specified in *Attachment 5.3* and duly executed by Electricity Corporation of New Zealand Limited or the subsidiary of that company that owns that property. The Ngāti Tūrangitukua Charitable Trust shall duly execute that deed on, or not later than 10 Business Days after, the date of receipt of that deed.

5.3.2 Purchase by Crown

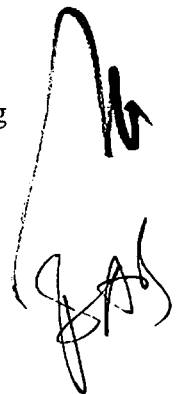
If a contract for sale and purchase is constituted under clause 4 of the deed to be entered into under *clause 5.3.1* and settlement under that contract is to occur before the Settlement Date, the Ngāti Tūrangitukua Charitable Trust may nominate the Crown to be the purchaser under that contract and the Crown shall settle the purchase under the contract in accordance with its terms.

5.3.3 Notice by the Ngāti Tūrangitukua Charitable Trust

If *clause 5.3.2* applies, the Ngāti Tūrangitukua Charitable Trust shall immediately give written notice to the Crown of the nomination and a copy of the contract to which it relates.

5.3.4 Transfer and payment

If *clause 5.3.2* applies, on the Settlement Date the Crown shall transfer the ECNZ Commercial Property to the Ngāti Tūrangitukua Charitable Trust in return for, and in consideration of, all amounts paid by the Crown to the owner of the ECNZ Commercial Property to comply with its obligations under that clause. Payment will be satisfied by deducting

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those amounts from the Redress Amount in accordance with *clause 2.4.2. Section 4*, with all necessary modifications, shall apply to the transfer.

5.3.5 ECNZ Residential Properties

The Crown shall, within 10 Business Days of the date of this Deed, deliver to the Ngāti Tūrangitukua Charitable Trust a Deed of Grant of Right of First Refusal relating to ECNZ Residential Properties in the form specified in *Attachment 5.4* and duly executed by Electricity Corporation of New Zealand Limited or the subsidiary of that company that owns those properties. Ngāti Tūrangitukua shall procure Turangitukua Nominees Limited to execute that deed on, or no later than 10 Business Days after, the date of receipt of that deed.

5.4 NEW ZEALAND POST PROPERTY

5.4.1 Deed of Grant

The Crown shall, within 10 Business Days of the date of this Deed, deliver to the Ngāti Tūrangitukua Charitable Trust a Deed of Grant of Right of First Refusal relating to the New Zealand Post Property in the form specified in *Attachment 5.5* and duly executed by New Zealand Post Properties Limited. The Ngāti Tūrangitukua Charitable Trust shall duly execute that deed on, or no later 10 Business Days after, the date of receipt of that deed.

5.4.2 Purchase by Crown

If a contract for sale and purchase is constituted under clause 4 of the Deed to be entered into under *Clause 5.4.1* and settlement under that contract is to occur before the Settlement Date, the Ngāti Tūrangitukua Charitable Trust may nominate the Crown to be the purchaser under that contract and the Crown shall settle the purchase under the contract in accordance with its terms.

5.4.3 Notice by the Ngāti Tūrangitukua Charitable Trust

If *clause 5.4.2* applies, the Ngāti Tūrangitukua Charitable Trust shall immediately give written notice to the Crown of the nomination and a copy of the contract to which it relates.

5.4.4 Transfer and payment

If *clause 5.4.2* applies, on the Settlement Date the Crown shall transfer the New Zealand Post Property to the Ngāti Tūrangitukua Charitable Trust in return for, and in consideration of, all amounts paid by the

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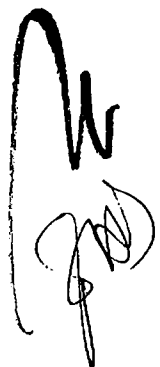
Crown to the owner of the New Zealand Post Property to comply with its obligations under that clause. Payment will be satisfied by deducting those amounts from the Redress Amount in accordance with *clause 2.4.2. Section 4*, with all necessary modifications, shall apply to the transfer.

5.5 HOUSING NEW ZEALAND PROPERTIES

The Crown shall, within 10 Business Days of the date of this Deed, deliver to the Ngāti Tūrangitukua Charitable Trust a Deed of Grant of Right of First Refusal relating to Housing New Zealand Properties in the form specified in *Attachment 5.6* and duly executed by Housing New Zealand Limited. Ngāti Tūrangitukua shall procure that Turangitukua Nominees Limited to execute that deed on, or no later than 10 Business Days after, the date of receipt of that deed.

5.6 NOT CONDITIONAL

Clause 9.1.1 (which provides that this Deed is conditional on the Settlement Legislation coming into force) applies to *clauses 5.3.4* and *5.4.4* but not to the rest of this *Section 5*.

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RIGHT OF FIRST REFUSAL FOR CROWN COMMERCIAL PROPERTIES

**ATTACHMENT 5.1
RIGHT OF FIRST REFUSAL FOR
CROWN COMMERCIAL PROPERTIES***(Clause 5.2.1)***1 DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Attachment, unless the context otherwise requires:

Business Day means a day (other than Saturday or Sunday) on which registered banks are open for normal banking business in Wellington and Auckland but shall exclude any day in the period commencing 25 December of any year and ending on 5 January in the following year, and shall be deemed to commence at 9.00am and to terminate at 5.00pm;

dispose means to transfer the estate in fee simple;

Owner means, in respect of each Property, Her Majesty the Queen in Right of New Zealand acting through the Minister responsible for that Property;

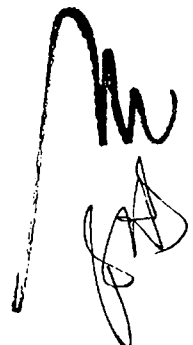
Property means each of the properties described in the Schedule; and

Trust means the Ngāti Tūrangitukua Charitable Trust.

1.2 Interpretation

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

- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Attachment;
- 1.2.2 words or phrases (other than proper names) appearing in this Attachment with capitalised initial letters are defined terms and bear the meanings given to them in this Attachment;
- 1.2.3 where a word or expression is defined in this Attachment, other parts of speech and grammatical forms of that word or expression have corresponding meanings;



RIGHT OF FIRST REFUSAL FOR CROWN COMMERCIAL PROPERTIES

- 1.2.4 the singular includes the plural and vice versa, and wording importing one gender includes the other genders;
- 1.2.5 a reference to a party to this Attachment or any other document or agreement means the Owner or the Trust and includes that party's successors, heirs, executors and assigns;
- 1.2.6 a reference to a *person* includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 1.2.7 references to *written* or *in writing* include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
- 1.2.8 a reference to a date on which something shall be done includes any other date which may be agreed in writing between the Trust and the Owner.

2 OPERATIVE CLAUSE

The Owner must not dispose of any Property except in accordance with the terms and conditions set out in this Attachment.

3 NOTICE TO BE GIVEN BEFORE DISPOSAL OF PROPERTY

- 3.1 The Owner must, before disposing of any Property, give written notice to the Trust which offers to dispose of the Property to the Trust at the price and on the terms and conditions set out in the notice.
- 3.2 Where the Owner gives notice to the Trust under *paragraph 3.1* on or before the Settlement Date the offer shall:
- (a) be conditional upon the Settlement Date occurring by a date specified in the offer, being a date no earlier than the date on which this Deed becomes capable of being terminated under *clause 9.2*; and
 - (b) provide that settlement of any contract for sale and purchase which may be constituted under *paragraph 4* shall take place on a date after the Settlement Date.

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RIGHT OF FIRST REFUSAL FOR CROWN COMMERCIAL PROPERTIES

4 ACCEPTANCE BY THE TRUST

Where, within 3 months after the date on which the Trust receives a notice pursuant to *paragraph 3*, the Trust:

- (a) accepts the offer set out in the notice by giving written notice of acceptance to the Owner; or
- (b) otherwise agrees with the Owner in writing to purchase the Property,

a contract for the sale and purchase of the Property shall be thereby constituted between the Owner and the Trust or its nominee and that contract may be enforced accordingly.

5 NON-ACCEPTANCE BY THE TRUST

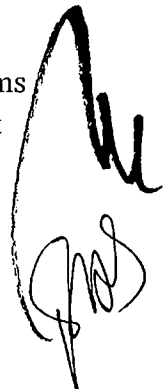
If a contract for the sale and purchase of the Property has not been constituted pursuant to *paragraph 4*, the Owner:

- 5.1 may, at any time during the period of 2 years after the expiry of 3 months after the date of receipt by the Trust of a notice pursuant to *paragraph 3*, dispose of the Property if the price and other terms and conditions of the disposal are not more favourable to the purchaser than the price and other terms and conditions set out in that notice; but
- 5.2 must not dispose of the Property after the expiry of that 2 year period without first complying in full with the requirements of this Attachment including this *paragraph 5*.

6 RE-OFFER REQUIRED

Where the Owner:

- 6.1 has offered to sell any Property to the Trust in a notice pursuant to *paragraph 3*; and
- 6.2 proposes to offer that Property for sale again but at a price or on other terms and conditions more favourable to the purchaser than the terms of the first offer,

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RIGHT OF FIRST REFUSAL FOR CROWN COMMERCIAL PROPERTIES

the Owner may do so only if it first offers the Property for sale on the more favourable terms to the Trust in a notice pursuant to *paragraph 3*; and *paragraphs 4 and 5* and this paragraph apply to the offer.

7 TERMS OF THIS ATTACHMENT NOT TO AFFECT OR DEROGATE FROM CERTAIN RIGHTS AND RESTRICTIONS

Nothing in this Attachment affects or derogates from, and the rights and obligations created by this Attachment are subject to:

- 7.1 the terms of any gift, endowment, or trust existing on the date of this Deed and relating to any Property or any improvements on the Property; and
- 7.2 the rights of any holders of mortgages over, or of security interests in, any Property or any improvements on any Property; and
- 7.3 any other enactment or rule of law that must be complied with before any Property is disposed of to the Trust;
- 7.4 any feature of the title to any Property that prevents or limits the Owner's right to transfer the Property to the Trust; and
- 7.5 any legal requirement that limits the Owner's ability to sell or otherwise dispose of any Property to the Trust and which the Owner cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps does not include initiating a change in the law).

8 TIME LIMITS

Time is of the essence for all time limits imposed on the Owner and the Trust under the terms of this Attachment. However, such time limits may be extended if the Owner and the Trust agree in writing to do so.

9 NOTICES

9.1 Written Notice

Except as expressly provided in this Attachment, any notice or other communication given under this Attachment to a party shall be in writing addressed to that party at the address or facsimile number from time to time

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RIGHT OF FIRST REFUSAL FOR CROWN COMMERCIAL PROPERTIES

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:

The Owner:

[Details to come]

The Trust:

Ngāti Tūrangitukua Charitable Trust
7 Arahori Street
Turangi
Attention: Lana Te Rangi
Fax: 07 386 8092
Phone: 07 386 8092

Facsimile:

9.2 Delivery

Delivery may be effected by hand, by registered mail or by facsimile.

9.3 Delivered Notice

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 pm on a Business Day, then the notice or other communication will be deemed to have been delivered on the next Business Day.

9.4 Posted Notice

A notice or other communication delivered by registered mail will be deemed to have been received on the second Business Day after posting.

9.5 Facsimile Notice

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 pm 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.

10 TERMINATION

The obligation of the Owner set out in this Attachment shall terminate in respect of each Property on a disposal of that Property:

10.1 to the Trust; or

RIGHT OF FIRST REFUSAL FOR CROWN COMMERCIAL PROPERTIES

10.2 in accordance with *paragraph 5*.

11 DISPOSAL OF MORE THAN ONE PROPERTY

Any offer made under *clause 3* shall be in respect of only one Property and shall not be conditional on the sale of any other Property.

12 NO ASSIGNMENT

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

13 AMENDMENT

No amendment to the terms set out in this Attachment will be effective unless it is in writing and signed on behalf of both parties.

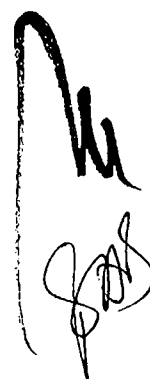
14 EXCEPTIONS

Paragraph 2 shall not apply to the disposal of any Property to:

14.1 a person who is entitled to receive an offer made pursuant to sections 40 or 41 of the Public Works Act 1981 or those sections as applied by any other Act; or

14.2 a person who, immediately before the disposal, holds a legal right created on or before the date of this Deed to purchase the Property or be offered the first opportunity to purchase the Property; or

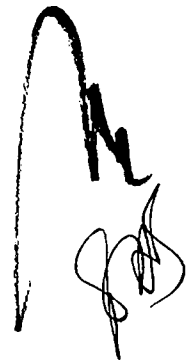
14.3 a person who, immediately before the disposal, holds a legal right created on or before the date of this Deed to purchase the Property under the terms of any gift, endowment, or trust relating to the Property, or pursuant to any Act or rule of law.

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RIGHT OF FIRST REFUSAL FOR CROWN COMMERCIAL PROPERTIES

SCHEDULE

Owner	Address	Area (m²)	Legal Description	CT
Corrections	112 Atirau Rd	2,600	Section 1 SO 35426	42C/437
Crown Forestry Management	165 Atirau Rd	10,426	Part Lot 3 DP 61544	Part 34B/564 shown as Lot 1 on a subdivision plan dated June 1987
DOC	Dekker Drive	17,020	Part Lot 3 DP 61544	Part 34B/564 shown as Lot 2 on a subdivision plan dated June 1987
Education	175 Atirau Rd	24,590	Lot 11 DP 61544	42D/699
Education	31 Hinerangi St	956	Lot 83 DP 28844	GN 504409.1
Education	29 Mawake Place	20,808	Lot 104 DP 28220	GN 772080
Education	214 Tautahanga Rd	22,025	Lot 95 DP 27350	GN 772080
LINZ	29 Atirau Rd (subject to survey)	41,765	Pt Ohuanga North Pt 5A	Balance of Proc 2936
LINZ	145 & 213 Atirau Rd & 26 Dekker Drive	273,130	Lot 1, 4 and 7 DP 61544	34B/563, 34B/565, 34B/568
LINZ	2-26 (even nos.) Iwiheke Place	9,385	Lots 37-49 DP 34051	46B/355
OTS	15 – 19 Paekiri St	1,784	Lots 139 - 141 DP 29023	46C/522
OTS	187-9 Tautahanga Rd	13,327	Lot 51 DP 29638	38B/684
OTS	5 Wharekaihua Grove	2,428	Lot 58 DP 34051	43B/431



ATTACHMENT 5.2
DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR
CROWN RESIDENTIAL PROPERTIES
(Clause 5.2.2)

Date:

BETWEEN

- (1) Turangitukua Nominees Limited (*TNL*)
- (2) [Her Majesty the Queen in Right of New Zealand] (*the Owner*)

BACKGROUND

- A Ngāti Tūrangitukua and the Owner are parties to a Deed of Settlement dated [] 1998.
- B Pursuant to the Deed of Settlement, the Crown agreed with Ngāti Tūrangitukua that it would enter into a deed granting to TNL a right of first refusal over the Properties.
- C This Deed is entered into in satisfaction of the obligation of the Crown referred to in *Background B*.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

Business Day means a day (other than Saturday or Sunday) on which registered banks are open for normal banking business in Wellington and Auckland but shall exclude any day in the period commencing 25 December of any year and ending on 5 January in the following year, and shall be deemed to commence at 9.00am and to terminate at 5.00pm;

dispose means to transfer the estate in fee simple; and



DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR CROWN RESIDENTIAL PROPERTIES

Property means each of the properties described in the Schedule.

1.2 Interpretation

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

- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 1.2.2 words or phrases (other than proper names) appearing in this Deed with capitalised initial letters are defined terms and bear the meanings given to them in this Deed;
- 1.2.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 1.2.4 the singular includes the plural and vice versa, and wording importing one gender includes the other genders;
- 1.2.5 a reference to a party to this Deed or any other document or agreement means the Owner or TNL and includes that party's successors, heirs, executors and assigns;
- 1.2.6 a reference to a *person* includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 1.2.7 references to *written* or *in writing* include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
- 1.2.8 a reference to a date on which something shall be done includes any other date which may be agreed in writing between TNL and the Owner.

2 OPERATIVE CLAUSE

The Owner must not dispose of any Property except in accordance with this Deed.

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3 NOTICE TO BE GIVEN BEFORE DISPOSAL OF PROPERTY

The Owner must, before disposing of any Property, give written notice to TNL which offers to dispose of the Property to TNL or its nominee at the price and on the terms and conditions set out in the notice.

4 ACCEPTANCE BY TNL

Where, within 3 months after the date on which TNL receives a notice pursuant to *clause 3*, TNL or its nominee:

- 4.1 accepts the offer set out in the notice by giving written notice of acceptance to the Owner; or
- 4.2 otherwise agrees with the Owner in writing to purchase the Property,

a contract for the sale and purchase of the Property shall be thereby constituted between the Owner and TNL or its nominee and that contract may be enforced accordingly.

5 NON-ACCEPTANCE BY TNL

If a contract for the sale and purchase of the Property has not been constituted pursuant to *clause 4*, the Owner:

- 5.1 may, at any time during the period of 2 years after the expiry of 1 month after the date of receipt by TNL of a notice pursuant to *clause 3*, dispose of the Property if the price and other terms and conditions of the disposal are not more favourable to the purchaser than the price and other terms and conditions set out in that notice; but
- 5.2 must not dispose of the Property after the expiry of that 2 year period without first complying in full with the requirements of this Deed including this *clause 5*.

6 RE-OFFER REQUIRED

Where the Owner:

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DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR CROWN RESIDENTIAL PROPERTIES

- 6.1 has offered to sell any Property to TNL or its nominee in a notice pursuant to *clause 3*; and
- 6.2 proposes to offer that Property for sale again but at a price or on other terms and conditions more favourable to the purchaser than the terms of the first offer,

the Owner may do so only if it first offers the Property for sale on the more favourable terms to TNL or its nominee in a notice pursuant to *clause 3*; and *clauses 4* and *5* and this clause apply to the offer.

7 THIS DEED NOT TO AFFECT OR DEROGATE FROM CERTAIN RIGHTS AND RESTRICTIONS

Nothing in this Deed affects or derogates from, and the rights and obligations created by this Deed are subject to:

- 7.1 the terms of any gift, endowment, or trust existing on the date of this Deed and relating to any Property or any improvements on any Property; and
- 7.2 the rights of any holders of mortgages over, or of security interests in, any Property or any improvements on any Property; and
- 7.3 any other enactment or rule of law that must be complied with before any Property is disposed of to TNL or its nominee;
- 7.4 any feature of the title to any Property that prevents or limits the Owner's right to transfer the Property to TNL or its nominee; and
- 7.5 any legal requirement that limits the Owner's ability to sell or otherwise dispose of any Property to TNL or its nominee and which the Owner cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps does not include initiating a change in the law).

8 TIME LIMITS

Time is of the essence for all time limits imposed on the Owner and TNL under this Deed. However, such time limits may be extended if the Owner and TNL agree in writing to do so.



9 NOTICES

9.1 Written Notice

Except as expressly provided in this Deed, any notice or other communication given under this Deed to a party shall 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:

The Owner:

[Details to come]

Facsimile:

TNL:

Turangitukua Nominees Limited
c/o Tuwharetoa FM
P.O. Box 198
Turangi
Attention: Te Uiraroa Murray
Fax: 07 386 0994
Phone: 07 386 0935

9.2 Delivery

Delivery may be effected by hand, by registered mail or by facsimile.

9.3 Delivered Notice

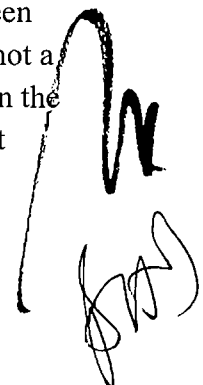
A notice or other communication delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is not made on a Business Day or is made after 5.00 pm on a Business Day, then the notice or other communication will be deemed to have been delivered on the next Business Day.

9.4 Posted Notice

A notice or other communication delivered by registered mail will be deemed to have been received on the second Business Day after posting.

9.5 Facsimile Notice

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 pm 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.



DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR CROWN RESIDENTIAL PROPERTIES

10 TERMINATION

The obligation of the Owner under this Deed shall terminate in respect of each Property on a disposal of that Property:

10.1 to TNL or its nominee; or

10.2 in accordance with *clause 5*.

11 DISPOSAL OFFER TO BE OF ONE PROPERTY

Any offer made under *clause 3* shall be in respect of only one Property and shall not be conditional on the sale of any other Property.

12 NO ASSIGNMENT

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

13 AMENDMENT

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

14 EXCEPTIONS

Clause 2 shall not apply to the disposal of any Property to:

14.1 a person who is entitled to receive an offer made pursuant to section 40 or 41 of the Public Works Act 1981 or those sections as applied by any other Act; or

14.2 a person who, immediately before the disposal, holds a legal right created on or before the date of this Deed to purchase the Property or be offered the first opportunity to purchase the Property; or

14.3 a person who was on the date of this Deed entitled to purchase the Property under the terms of any gift, endowment, or trust relating to the Property, or pursuant to any Act or rule of law.



DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR CROWN RESIDENTIAL PROPERTIES

EXECUTED as a deed on the date first written above

[Execution clauses to follow]

SCHEDULE

Owner	Address	Area (m²)	Legal Description	CT
DOC	40 Maria Place	642	Lot 38 DP 29021	34A/346
DOC	6 Poihaere St	1,029	Lot 151 DP 28535	33D/914
Education	8 Hinerangi St	615	Lot 66 DP 27350	34C/530
Education	43 Hinerangi St	741	Lot 88 DP 27350	GN 749562
Education	45 Hinerangi St	579	Lot 89 DP 27350	36D/495
Education	7 Marotoa Grove	587	Lot 79 DP 29639	GN 779771
Education	39 Mawake Place	875	Lot 102 DP 28843	GN 735713
Education	50 Rangiamohia Rd - 2 Te Hei Place	549	Lot 25 DP 29460	GN 780635
Education	6 Rangipoia Place	625	Lot 78 DP 27773	GN 727856
Education	19 Rangipoia Place	744	Lot 127 DP 29022	36D/499
Education	50 Rangipoia Place	562	Lot 63 DP 27773	GN 727856
Education	15 Raukura St	554	Lot 50 DP 28580	34B/37
Education	38 Raukura St	708	Lot 27 DP 28583	43B/659
Education	21 Tamakui Grove	632	Lot 180 DP 28539	GN 762834
Education	11 Tautahanga Rd	653	Lot 177 DP 28539	GN 762834

DEED OF SETTLEMENT: ATTACHMENT 5.2

DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR CROWN RESIDENTIAL PROPERTIES

Education	150 Tautahanga Rd	620	Lot 40 DP 27772	GN 727856
Education	158 Tautahanga Rd	736	Lot 43 DP 27772	42B/351
Education	202 Tautahanga Rd	668	Lot 10 DP 27350	GN 762834
Education	16 Te Rewha St	587	Lot 44 DP 29782	34B/34
Education	41 Te Rewha St	809	Lot 6 DP 23178	34B/36
Education	9 Waipapa Rd	658	Lot 50 DP 29643	GN 779771
Education	6 Whakarau St	744	Lot 87 DP 28584	GN 779771
Corrections	10 Maria Place	564	Lot 19 DP 29020	34B/291
LINZ	4 Parekarangi Grove	653	Lot 11 DP 34051	40C/848
OTS	18 Kutai St	1,214	Section 8 Block VI	30D/636
OTS	3 Mitiotu Grove	556	Lot 111 DP 28177	42D/691
OTS	45 Raukura St	696	Lot 63 DP 28584	38C/939
OTS	4 Te Hei Place	521	Lot 48 DP 29460	38C/940
Police	18 Hinerangi St	637	Lot 71 DP 27350	GN 634414.1
Police	6 Ohuanga Rd	622	Lot 240 DP 28538	GN 734716
Police	8 Ohuanga Rd	645	Lot 239 DP 28538	GN A035894
Police	67 Rangipoia Place	693	Lot 86 DP 27774	Gaz 1984 p 1858
Police	3 Tautahanga Rd	774	Lot 172 DP 28538	GN 756814
Police	5 Tautahanga Rd	696	Lot 173 DP 28538	GN 756814

DEED OF SETTLEMENT: ATTACHMENT 5.2

DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR CROWN RESIDENTIAL PROPERTIES

Unconfirmed 39 Ringakapo St

660

Lot 18 DP 50584

34B/3

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page. It consists of a large, stylized letter 'A' or similar shape with a vertical line extending downwards from its base, and some smaller, less distinct markings below it.

DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR ECNZ COMMERCIAL PROPERTY

ATTACHMENT 5.3
DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR
ECNZ COMMERCIAL PROPERTY
(Clause 5.3.1)

Date:

BETWEEN

- (1) The Ngāti Tūrangitukua Charitable Trust (*Trust*)
- (2) [] (*the Owner*)

BACKGROUND

- A Ngāti Tūrangitukua and the Crown are parties to a Deed of Settlement dated [] 1998.
- B Pursuant to the Deed of Settlement, the Crown agreed with Ngāti Tūrangitukua that the Owner would enter into a deed granting to the Trust a right of first refusal over the Property.
- C This Deed is entered into in satisfaction of the obligation of the Crown referred to in *Background B*.

NOW THEREFORE the parties agree as follows:

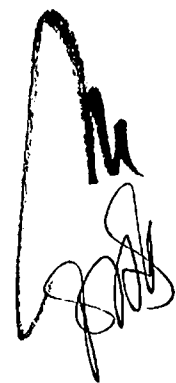
1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

Business Day means a day (other than Saturday or Sunday) on which registered banks are open for normal banking business in Wellington and Auckland but shall exclude any day in the period commencing 25 December of any year and ending on 5 January in the following year, and shall be deemed to commence at 9.00am and to terminate at 5.00pm;

dispose means to transfer the estate in fee simple; and



Property means the Property described in the Schedule.

1.2 Interpretation

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

- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 1.2.2 words or phrases (other than proper names) appearing in this Deed with capitalised initial letters are defined terms and bear the meanings given to them in this Deed;
- 1.2.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 1.2.4 the singular includes the plural and vice versa, and wording importing one gender includes the other genders;
- 1.2.5 a reference to a party to this Deed or any other document or agreement means the Owner or the Trustees and includes that party's successors, heirs, executors and assigns;
- 1.2.6 a reference to a *person* includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 1.2.7 references to *written* or *in writing* include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
- 1.2.8 a reference to a date on which something shall be done includes any other date which may be agreed in writing between the Trustees and the Owner.

2 OPERATIVE CLAUSE

The Owner must not dispose of the Property except in accordance with this Deed.

A handwritten signature in black ink, consisting of a large, stylized initial 'M' followed by a series of loops and flourishes.

3 NOTICE TO BE GIVEN BEFORE DISPOSAL OF PROPERTY

The Owner must, before disposing of the Property, give written notice to the Trustees which offers to dispose of the Property to the Trust at the price and on the terms and conditions set out in the notice.

4 ACCEPTANCE BY THE TRUST

Where, within 1 month after the date on which the Trust receive a notice pursuant to *clause 3*, the Trust:

- 4.1 accept the offer set out in the notice by giving written notice of acceptance to the Owner; or
- 4.2 otherwise agree with the Owner in writing to purchase the Property,

a contract for the sale and purchase of the Property shall be thereby constituted between the Owner and the Trust or their nominee and that contract may be enforced accordingly.

5 NON-ACCEPTANCE BY THE TRUSTEES

If a contract for the sale and purchase of the Property has not been constituted pursuant to *clause 4*, the Owner:

- 5.1 may, at any time during the period of 2 years after the expiry of 1 month after the date of receipt by the Trust of a notice pursuant to *clause 3*, dispose of the Property if the price and other terms and conditions of the disposal are not more favourable to the purchaser than the price and other terms and conditions set out in that notice; but
- 5.2 must not dispose of the Property after the expiry of that 2 year period without first complying in full with the requirements of this Deed including this *clause 5*.

6 RE-OFFER REQUIRED

Where the Owner:



DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR ECNZ COMMERCIAL PROPERTY

- 6.1 has offered to sell the Property to the Trust in a notice pursuant to *clause 3*; and
- 6.2 proposes to offer that Property for sale again but at a price or on other terms and conditions more favourable to the purchaser than the terms of the first offer,

the Owner may do so only if it first offers the Property for sale on the more favourable terms to the Trust in a notice pursuant to *clause 3*; and *clauses 4* and *5* and this clause apply to the offer.

7 THIS DEED NOT TO AFFECT OR DEROGATE FROM CERTAIN RIGHTS AND RESTRICTIONS

Nothing in this Deed affects or derogates from, and the rights and obligations created by this Deed are subject to:

- 7.1 the terms of any gift, endowment, or trust existing on the date of the Deed and relating to the Property or any improvements on the Property; and
- 7.2 the rights of any holders of mortgages over, or of security interests in, the Property or any improvements on the Property; and
- 7.3 any other enactment or rule of law that must be complied with before the Property is disposed of to the Trust;
- 7.4 any feature of the title to the Property that prevents or limits the Owner's right to transfer the Property to the Trust; and
- 7.5 any legal requirement that limits the Owner's ability to sell or otherwise dispose of the Property to the Trust and which the Owner cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps does not include initiating a change in the law).

8 TIME LIMITS

Time is of the essence for all time limits imposed on the Owner and the Trust under this Deed. However, such time limits may be extended if the Owner and the Trust agree in writing to do so.

A handwritten signature in black ink, appearing to be 'M. J. S.', is located in the bottom right corner of the page.

9 NOTICES

9.1 Written Notice

Except as expressly provided in this Deed, any notice or other communication given under this Deed to a party shall 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:

The Owner:

[Details to come]

The Trust:

Ngāti Tūrangitukua Charitable Trust
7 Arahori Street
Turangi
Attention: Lana Te Rangi
Fax: 07 386 8092
Phone: 07 386 8092

Facsimile:

9.2 Delivery

Delivery may be effected by hand, by registered mail or by facsimile.

9.3 Delivered Notice

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 pm on a Business Day, then the notice or other communication will be deemed to have been delivered on the next Business Day.

9.4 Posted Notice

A notice or other communication delivered by registered mail will be deemed to have been received on the second Business Day after posting.

9.5 Facsimile Notice

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 pm 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.

10 TERMINATION

The obligation of the Owner under this Deed shall terminate on a disposal of the Property:

10.1 to the Trust; or

10.2 in accordance with *clause 5*.

11 NO ASSIGNMENT

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

12 AMENDMENT

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

13 EXCEPTIONS

Clause 2 shall not apply to the disposal of the Property to:

13.1 a person who is entitled to receive an offer made pursuant to section 40 or 41 of the Public Works Act 1981 or those sections as applied by any other Act; or

13.2 a person who immediately before the disposal, holds a legal right created on or before the date of this Deed to purchase the Property or be offered the first opportunity to purchase the Property; or

13.3 a person who was on the date of this Deed entitled to purchase the Property under the terms of any gift, endowment, or trust relating to the Property, or pursuant to any Act or rule of law.

A handwritten signature in black ink, consisting of a large, stylized initial 'M' with a long, sweeping flourish above it, and a smaller, more intricate signature below it.

DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR ECNZ COMMERCIAL PROPERTY

EXECUTED as a deed on the date first written above

[Execution clauses to follow]

SCHEDULE

Owner	Address	Area (m²)	Legal Description	CT
ECNZ	135 Atirau Rd (rear)	5,854	Lot 1 DP 81515	48A/695



ATTACHMENT 5.4
DEED OF GRANT OF RIGHT OF FIRST REFUSAL
FOR ECNZ RESIDENTIAL PROPERTIES

(Clause 5.3.5)

Date:

BETWEEN

(1) Tūrāngitukua Nominees Limited (TNL)

(2) [] *(the Owner)*

BACKGROUND

A Ngāti Tūrāngitukua and the Crown are parties to a Deed of Settlement dated [] 1998.

B Pursuant to the Deed of Settlement, the Crown agreed with Ngāti Tūrāngitukua that the Owner would enter into a deed granting to TNL a right of first refusal over the Properties.

C This Deed is entered into in satisfaction of the obligation of the Crown referred to in *Background B*.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

Business Day means a day (other than Saturday or Sunday) on which registered banks are open for normal banking business in Wellington and Auckland but shall exclude any day in the period commencing 25 December of any year and ending on 5 January in the following year, and shall be deemed to commence at 9.00am and to terminate at 5.00pm;

dispose means to transfer the estate in fee simple; and

Property means each of the Properties described in the Schedule.

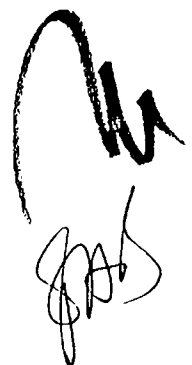
1.2 Interpretation

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

- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 1.2.2 words or phrases (other than proper names) appearing in this Deed with capitalised initial letters are defined terms and bear the meanings given to them in this Deed;
- 1.2.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 1.2.4 the singular includes the plural and vice versa, and wording importing one gender includes the other genders;
- 1.2.5 a reference to a party to this Deed or any other document or agreement means the Owner or TNL and includes that party's successors, heirs, executors and assigns;
- 1.2.6 a reference to a *person* includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 1.2.7 references to *written* or *in writing* include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
- 1.2.8 a reference to a date on which something shall be done includes any other date which may be agreed in writing between TNL and the Owner.

2 OPERATIVE CLAUSE

The Owner must not dispose of any Property except in accordance with this Deed.

A handwritten signature in black ink, consisting of a large, stylized initial 'M' or 'W' followed by a smaller, more legible signature.

3 NOTICE TO BE GIVEN BEFORE DISPOSAL OF PROPERTY

The Owner must, before disposing of any Property, give written notice to TNL which offers to dispose of the Property to TNL or its nominee at the price and on the terms and conditions set out in the notice.

4 ACCEPTANCE BY TNL

Where, within 1 month after the date on which TNL receives a notice pursuant to *clause 3*, TNL or its nominee:

- 4.1 accepts the offer set out in the notice by giving written notice of acceptance to the Owner; or
- 4.2 otherwise agrees with the Owner in writing to purchase the Property,

a contract for the sale and purchase of the Property shall be thereby constituted between the Owner and TNL or its nominee and that contract may be enforced accordingly.


5 NON-ACCEPTANCE BY TNL

If a contract for the sale and purchase of the Property has not been constituted pursuant to *clause 4*, the Owner:

- 5.1 may, at any time during the period of 2 years after the expiry of 1 month after the date of receipt by TNL of a notice pursuant to *clause 3*, dispose of the Property if the price and other terms and conditions of the disposal are not more favourable to the purchaser than the price and other terms and conditions set out in that notice; but
- 5.2 must not dispose of the Property after the expiry of that 2 year period without first complying in full with the requirements of this Deed including this *clause 5*.

6 RE-OFFER REQUIRED

Where the Owner:



DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR ECNZ RESIDENTIAL PROPERTIES

- 6.1 has offered to sell any Property to TNL or its nominee in a notice pursuant to *clause 3*; and
- 6.2 proposes to offer that Property for sale again but at a price or on other terms and conditions more favourable to the purchaser than the terms of the first offer,

the Owner may do so only if it first offers the Property for sale on the more favourable terms to TNL or its nominee in a notice pursuant to *clause 3*; and *clauses 4* and *5* and this clause apply to the offer.

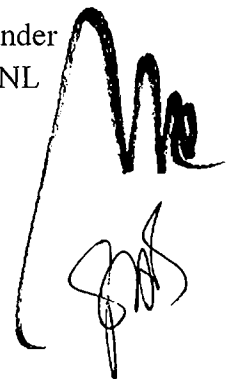
7 THIS DEED NOT TO AFFECT OR DEROGATE FROM CERTAIN RIGHTS AND RESTRICTIONS

Nothing in this Deed affects or derogates from, and the rights and obligations created by this Deed are subject to:

- 7.1 the terms of any gift, endowment, or trust existing on the date of this Deed and relating to any Property or any improvements on any Property; and
- 7.2 the rights of any holders of mortgages over, or of security interests in, any Property or any improvements on any Property; and
- 7.3 any other enactment or rule of law that must be complied with before any Property is disposed of to TNL or its nominee;
- 7.4 any feature of the title to any Property that prevents or limits the Owner's right to transfer the Property to TNL or its nominee; and
- 7.5 any legal requirement that limits the Owner's ability to sell or otherwise dispose of any Property to TNL or its nominee and which the Owner cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps does not include initiating a change in the law).

8 TIME LIMITS

Time is of the essence for all time limits imposed on the Owner and TNL under this Deed. However, such time limits may be extended if the Owner and TNL agree in writing to do so.

A large, stylized handwritten signature in black ink, appearing to be 'Me' or similar, with a smaller signature below it.

DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR ECNZ RESIDENTIAL PROPERTIES

9 NOTICES**9.1 Written Notice**

Except as expressly provided in this Deed, any notice or other communication given under this Deed to a party shall 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:

The Owner:

[Details to come]

Facsimile:

TNL:

Turangitukua Nominees Limited
c/o Tuwharetoa FM
P.O. Box 198
Turangi
Attention: Te Uiraroa Murray
Fax: 07 386 0994
Phone: 07 386 0935

9.2 Delivery

Delivery may be effected by hand, by registered mail or by facsimile.

9.3 Delivered Notice

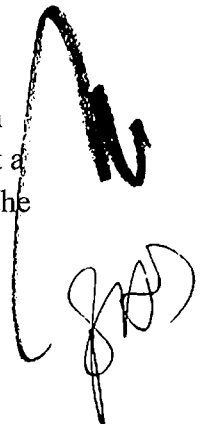
A notice or other communication delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is not made on a Business Day or is made after 5.00 pm on a Business Day, then the notice or other communication will be deemed to have been delivered on the next Business Day.

9.4 Posted Notice

A notice or other communication delivered by registered mail will be deemed to have been received on the second Business Day after posting.

9.5 Facsimile Notice

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 pm on a Business Day then the



DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR ECNZ RESIDENTIAL PROPERTIES

notice or other communication will be deemed to have been given on the next Business Day after the date of transmission.

10 TERMINATION

The obligation of the Owner under this Deed shall terminate in respect of each Property on a disposal of that Property:

10.1 to TNL; or

10.2 in accordance with *clause 5*.

11 DISPOSAL OFFER TO BE OF ONE PROPERTY

Any offer made under *clause 3* shall be in respect of only one Property and shall not be conditional on the sale of any other Property.

12 NO ASSIGNMENT

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

13 AMENDMENT

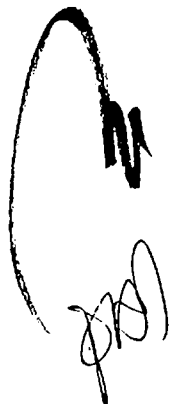
No amendment to this Deed will be effective unless it is in writing and signed on behalf of both parties.

14 EXCEPTIONS

Clause 2 shall not apply to the disposal of any Property to:

14.1 a person who is entitled to receive an offer made pursuant to section 40 or 41 of the Public Works Act 1981 or those sections as applied by any other Act; or

14.2 a person who immediately before the disposal, holds a legal right created on or before the date of this Deed to purchase the Property or be offered the first opportunity to purchase the Property; or



DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR ECNZ RESIDENTIAL PROPERTIES

14.3 a person who was on the date of this Deed entitled to purchase the Property under the terms of any gift, endowment, or trust relating to the Property, or pursuant to any Act or rule of law.

EXECUTED as a deed on the date first written above

[Execution clauses to follow]

SCHEDULE

Owner	Address	Area (m²)	Legal Description	CT
ECNZ	Iwiheke Place	1,913	Lots 87, 88 and 89 DP 29124	38A/43
ECNZ	Iwiheke Place	1,849	Lots 96, 97 and 98 DP 29124	38A/44
ECNZ	Iwiheke Place	3,501	Lots 82, 83, 84, 85, 86 and 104 DP 29126	38A/45
ECNZ	Iwiheke Place	2,930	Lots 99, 100, 101, 102 and 103 DP 29127	37B/422
ECNZ	6 Paekitawhiti St	944	Lot 35 DP 50583	38B/596
ECNZ	9 Paekitawhiti St	798	Lot 28 DP 50583	38B/595
ECNZ	98 Puataata Rd	694	Lot 62 DP 590584	38B/602
ECNZ	14 Ringakapo St	867	Lot 47 DP 50584	38B/601
ECNZ	44 Ringakapo St	1,069	Lot 21 DP 50583	43A/313

DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR NEW ZEALAND POST PROPERTY

ATTACHMENT 5.5
DEED OF GRANT OF RIGHT OF FIRST REFUSAL
FOR NEW ZEALAND POST PROPERTY
(Clause 5.4.1)

Date:

BETWEEN

(1) The Ngāti Tūrangitukua Charitable Trust (*Trust*)

(2) [] (*the Owner*)

BACKGROUND

- A Ngāti Tūrangitukua and the Crown are parties to a Deed of Settlement dated [] 1998.
- B Pursuant to the Deed of Settlement, the Crown agreed with Ngāti Tūrangitukua that the Owner would enter into a deed granting to the Trust a right of first refusal over the Property.
- C This Deed is entered into in satisfaction of the obligation of the Crown referred to in *Background B*.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

Business Day means a day (other than Saturday or Sunday) on which registered banks are open for normal banking business in Wellington and Auckland but shall exclude any day in the period commencing 25 December of any year and ending on 5 January in the following year, and shall be deemed to commence at 9.00am and to terminate at 5.00pm;

dispose means to transfer the estate in fee simple; and



Property means the Property described in the Schedule

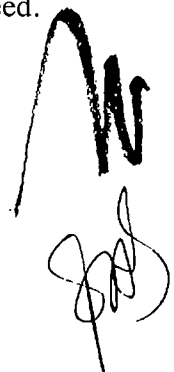
1.2 Interpretation

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

- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 1.2.2 words or phrases (other than proper names) appearing in this Deed with capitalised initial letters are defined terms and bear the meanings given to them in this Deed;
- 1.2.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 1.2.4 the singular includes the plural and vice versa, and wording importing one gender includes the other genders;
- 1.2.5 a reference to a party to this Deed or any other document or agreement means the Owner or the Trust and includes that party's successors, heirs, executors and assigns;
- 1.2.6 a reference to a *person* includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 1.2.7 references to *written* or *in writing* include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
- 1.2.8 a reference to a date on which something shall be done includes any other date which may be agreed in writing between the Trust and the Owner.

2 OPERATIVE CLAUSE

The Owner must not dispose of the Property except in accordance with this Deed.

A handwritten signature in black ink, consisting of a large, stylized initial 'W' above a more complex, cursive signature.

DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR NEW ZEALAND POST PROPERTY

3 NOTICE TO BE GIVEN BEFORE DISPOSAL OF PROPERTY

The Owner must, before disposing of the Property, give written notice to the Trust which offers to dispose of the Property to the Trust at the price and on the terms and conditions set out in the notice.

4 ACCEPTANCE BY THE TRUSTEES

Where, within 1 month after the date on which the Trust receive a notice pursuant to *clause 3*, the Trust:

- 4.1 accept the offer set out in the notice by giving written notice of acceptance to the Owner; or
- 4.2 otherwise agree with the Owner in writing to purchase the Property,

a contract for the sale and purchase of the Property shall be thereby constituted between the Owner and the Trust or their nominee and that contract may be enforced accordingly.

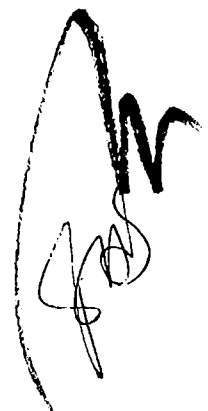
5 NON-ACCEPTANCE BY THE TRUSTEES

If a contract for the sale and purchase of the Property has not been constituted pursuant to *clause 4*, the Owner:

- 5.1 may, at any time during the period of 2 years after the expiry of 1 month after the date of receipt by the Trust of a notice pursuant to *clause 3*, dispose of the Property if the price and other terms and conditions of the disposal are not more favourable to the purchaser than the price and other terms and conditions set out in that notice; but
- 5.2 must not dispose of the Property after the expiry of that 2 year period without first complying in full with the requirements of this Deed including this *clause 5*.

6 RE-OFFER REQUIRED

Where the Owner:



DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR NEW ZEALAND POST PROPERTY

- 6.1 has offered to sell the Property to the Trust in a notice pursuant to *clause 3*; and
- 6.2 proposes to offer that Property for sale again but at a price or on other terms and conditions more favourable to the purchaser than the terms of the first offer;

the Owner may do so only if it first offers the Property for sale on the more favourable terms to the Trust in a notice pursuant to *clause 3*; and *clauses 4* and *5* and this clause apply to the offer.

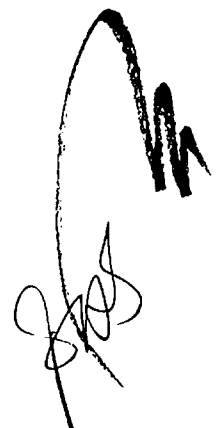
7 THIS DEED NOT TO AFFECT OR DEROGATE FROM CERTAIN RIGHTS AND RESTRICTIONS

Nothing in this Deed affects or derogates from, and the rights and obligations created by this Deed are subject to:

- 7.1 the terms of any gift, endowment, or trust existing on the date of this Deed and relating to the Property or any improvements on the Property; and
- 7.2 the rights of any holders of mortgages over, or of security interests in, the Property or any improvements on the Property; and
- 7.3 any other enactment or rule of law that must be complied with before the Property is disposed of to the Trust;
- 7.4 any feature of the title to the Property that prevents or limits the Owner's right to transfer the Property to the Trust; and
- 7.5 any legal requirement that limits the Owner's ability to sell or otherwise dispose of the Property to the Trust and which the Owner cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps does not include initiating a change in the law).

8 TIME LIMITS

Time is of the essence for all time limits imposed on the Owner and the Trust under this Deed. However, such time limits may be extended if the Owner and the Trustees agree in writing to do so.

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DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR NEW ZEALAND POST PROPERTY

9 NOTICES**9.1 Written Notice**

Except as expressly provided in this Deed, any notice or other communication given under this Deed to a party shall 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:

The Owner:

[Details to come]

The Trust:

Ngāti Tūrangitukua Charitable Trust
7 Arahori Street
Turangi
Attention: Lana Te Rangi
Fax: 07 386 8092
Phone: 07 386 8092

Facsimile:

9.2 Delivery

Delivery may be effected by hand, by registered mail or by facsimile.

9.3 Delivered Notice

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 pm on a Business Day, then the notice or other communication will be deemed to have been delivered on the next Business Day.

9.4 Posted Notice

A notice or other communication delivered by registered mail will be deemed to have been received on the second Business Day after posting.

9.5 Facsimile Notice

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 pm 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.



10 TERMINATION

The obligation of the Owner under this Deed shall terminate on a disposal of the Property:

10.1 to the Trust; or

10.2 in accordance with *clause 5*.

11 NO ASSIGNMENT

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

12 AMENDMENT

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

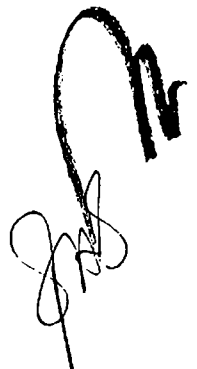
13 EXCEPTIONS

Clause 2 shall not apply to the disposal of the Property to:

13.1 a person who is entitled to receive an offer made pursuant to section 40 or 41 of the Public Works Act 1981 or those sections as applied by any other Act; or

13.2 a person who immediately before the disposal, holds a legal right created on or before the date of this Deed to purchase the Property or be offered the first opportunity to purchase the Property; or

13.3 a person who was on the date of this Deed entitled to purchase the Property under the terms of any gift, endowment, or trust relating to the Property, or pursuant to any Act or rule of law.

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DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR NEW ZEALAND POST PROPERTY

EXECUTED as a deed on the date first written above

[Execution clauses to follow]

SCHEDULE

Owner	Address	Area (m²)	Legal Description	CT
NZ Post	33 Turangi Town	1,070	Lot 26 DP 27579	33D/241

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DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR HOUSING NEW ZEALAND PROPERTIES

ATTACHMENT 5.6
DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR
HOUSING NEW ZEALAND PROPERTIES
(Clause 5.5)

Date:

BETWEEN

- (1) Tūrangitukua Nominees Limited (*TNL*)
- (2) [] (*the Owner*)

BACKGROUND

- A Ngāti Tūrangitukua and the Crown are parties to a Deed of Settlement dated [] 1998.
- B Pursuant to the Deed of Settlement, the Crown agreed with Ngāti Tūrangitukua that the Owner would enter into a deed granting to TNL a right of first refusal over the Properties.
- C This Deed is entered into in satisfaction of the obligation of the Crown referred to in *Background B*.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Interpretation

In this Deed, unless the context otherwise requires:

Business Day means a day (other than Saturday or Sunday) on which registered banks are open for normal banking business in Wellington and Auckland but shall exclude any day in the period commencing 25 December of any year and ending on 5 January in the following year, and shall be deemed to commence at 9.00am and to terminate at 5.00pm;

Disposal Notice means a written notice given under *clause 5*;



DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR HOUSING NEW ZEALAND PROPERTIES

dispose means to transfer the estate in fee simple; and

Preliminary Notice means a written notice given under *clause 3.1*;

Property means each of the properties described in the Schedule;

Selected Disposal Notice means a written notice given under *clause 8*;

Selected Properties means Properties listed in a Selection Notice; and

Selection Notice means a written notice given under *clause 6.1*;

1.2 Interpretation

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

- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 1.2.2 words or phrases (other than proper names) appearing in this Deed with capitalised initial letters are defined terms and bear the meanings given to them in this Deed;
- 1.2.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 1.2.4 the singular includes the plural and vice versa, and wording importing one gender includes the other genders;
- 1.2.5 a reference to a party to this Deed or any other document or agreement means the Owner or TNL and includes that party's successors, heirs, executors and assigns;
- 1.2.6 a reference to a *person* includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 1.2.7 references to *written* or *in writing* include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and

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DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR HOUSING NEW ZEALAND PROPERTIES

1.2.8 a reference to a date on which something shall be done includes any other date which may be agreed in writing between TNL and the Owner.

2 OPERATIVE CLAUSE

The Owner must not dispose of any Property except in accordance with this Deed.

3 PRELIMINARY NOTICE

3.1 The Owner may give a written notice to TNL if the Owner is considering whether to dispose of the Property.

3.2 A Preliminary Notice must provide:

3.2.1 a legal description of the Property, including its certificate of title (if it has one); and

3.2.2 the postal address of the Property.

4 TNL MAY WAIVE ITS RIGHT TO ACQUIRE

4.1 TNL may, by notice in writing to the Owner, waive its rights to acquire, any Property.

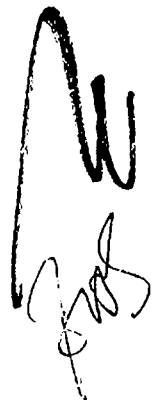
4.2 On and from the date on which the Owner receives a notice pursuant to *clause 4.1, clause 2 and clause 5* shall cease to apply to the Property specified in such notice.

5 NOTICE TO BE GIVEN BEFORE DISPOSAL OF PROPERTY

The Owner must, before disposing of any Property, give written notice to TNL which offers to dispose of the Property to TNL or its nominee at the price and on the terms and conditions set out in the notice.

6 TNL MAY SELECT PROPERTIES

6.1 Within 15 Business Days of receiving a Disposal Notice, TNL may give to the Owner written notice specifying Properties listed in the Disposal Notice, being fewer than the Properties listed in the Disposal Notice, in respect of which it wishes to receive an offer to purchase by it or its nominee.

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DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR HOUSING NEW ZEALAND PROPERTIES

6.2 The Selection Notice shall set out:

6.2.1 the legal description of the Selected Properties; and

6.2.2 the postal address of the Selected Properties.

7 EFFECT OF SELECTION NOTICE ON NON-SELECTED PROPERTIES

If TNL gives a Selection Notice, then the Owner:

7.1 may, at any time during the period of 2 years after receipt by the Owner of the Selection Notice, dispose of any Properties listed in the Disposal Notice but not the Selection Notice at any price or terms and conditions; but

7.2 must not dispose of any such Property after the expiry of that 2 year period without first complying in full with the requirements of this Deed.

8 OFFER RELATING TO SELECTED PROPERTIES

The Owner shall, within 10 Business Days after the date on which the Owner receives a Selection Notice, give written notice to TNL or its nominee which offers to dispose of the Selected Properties to TNL or its nominee at the price and on the terms and conditions set out in the notice.

9 ACCEPTANCE BY TNL

Where, within 1 month after the date on which TNL receives a Disposal Notice, or, if *clause 6* applies, within 1 month after the date on which TNL receives a Selected Disposal Notice, TNL or its nominee:

9.1 accepts the offer set out in the notice by giving written notice of acceptance to the Owner; or

9.2 otherwise agrees with the Owner in writing to purchase any Property,

a contract for the sale and purchase of the Property shall be thereby constituted between the Owner and TNL or its nominee and that contract may be enforced accordingly.

DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR HOUSING NEW ZEALAND PROPERTIES

10 NON-ACCEPTANCE BY TNL

If a contract for the sale and purchase of the Property has not been constituted pursuant to *clause 9*, the Owner:

- 10.1 may, at any time during the period of 2 years after the expiry of 1 month after the date of receipt by TNL of a Disposal Notice or, as the case may be, the Selected Disposal Notice, dispose of the Property if the price and other terms and conditions of the disposal are not more favourable to the purchaser than the price and other terms and conditions set out in that notice; but
- 10.2 must not dispose of the Property after the expiry of that 2 year period without first complying in full with the requirements of this Deed including this *clause 10*.

11 RE-OFFER REQUIRED

Where, subject to *clause 7*, the Owner:


- 11.1 has offered to sell any Property to TNL or its nominee in a Disposal Notice or, as the case may be, a Selected Disposal Notice; and
- 11.2 proposes to offer that Property for sale again but at a price or on other terms and conditions more favourable to the purchaser than the terms of the first offer,

the Owner may do so only if it first offers the Property for sale on the more favourable terms to TNL or its nominee in a Disposal Notice; and *clauses 6 to 11* and this clause apply to the offer.

12 THIS DEED NOT TO AFFECT OR DEROGATE FROM CERTAIN RIGHTS AND RESTRICTIONS

Nothing in this Deed affects or derogates from, and the rights and obligations created by this Deed are subject to:

- 12.1 the terms of any gift, endowment, or trust existing on the date of this Deed and relating to any Property or any improvements on any Property; and



DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR HOUSING NEW ZEALAND PROPERTIES

- 12.2 the rights of any holders of mortgages over, or of security interests in, any Property or any improvements on any Property; and
- 12.3 any other enactment or rule of law that must be complied with before any Property is disposed of to TNL or its nominee;
- 12.4 any feature of the title to any Property that prevents or limits the Owner's right to transfer the Property to TNL or its nominee; and
- 12.5 any legal requirement that limits the Owner's ability to sell or otherwise dispose of any Property to TNL or its nominee and which the Owner cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps does not include initiating a change in the law).

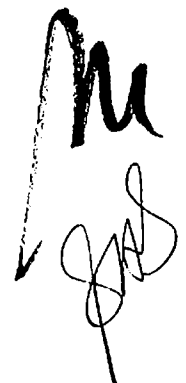
13 TIME LIMITS

Time is of the essence for all time limits imposed on the Owner and TNL under this Deed. However, such time limits may be extended if the Owner and TNL agree in writing to do so.

14 NOTICES

14.1 Written Notice

Except as expressly provided in this Deed, any notice or other communication given under this Deed to a party shall 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:

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DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR HOUSING NEW ZEALAND PROPERTIES

The Owner:

TNL:

[Details to come]

Turangitukua Nominees Limited
c/o Tuwharetoa FM

P.O. Box 198

Turangi

Attention: Te Uiraroa Murray

Fax: 07 386 0994

Facsimile:

Phone: 386 0935

14.2 Delivery

Delivery may be effected by hand, by registered mail or by facsimile.

14.3 Delivered Notice

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 pm on a Business Day, then the notice or other communication will be deemed to have been delivered on the next Business Day.

14.4 Posted Notice

A notice or other communication delivered by registered mail will be deemed to have been received on the second Business Day after posting.

14.5 Facsimile Notice

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 pm 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.

15 TERMINATION

The obligation of the Owner under this Deed shall terminate in respect of each Property on a disposal of that Property:

15.1 to TNL or its nominee; or

15.2 in accordance with *clause 7* or *clause 10*.



DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR HOUSING NEW ZEALAND PROPERTIES

16 DISPOSAL OF MORE THAN ONE PROPERTY

Nothing in this Deed prevents the Owner from disposing of together more than one Property but the terms and conditions of this Deed shall apply to any such disposal.

17 NO ASSIGNMENT

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

18 AMENDMENT

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

19 EXCEPTIONS

Clause 2 and clause 5 shall not apply to the disposal of any Property to:

19.1 a person who immediately before the disposal, holds a legal right created on or before the date of this Deed to purchase the Property or be offered the first opportunity to purchase the Property; or

19.2 a person who was on the date of this Deed entitled to purchase the Property under the terms of any gift, endowment, or trust relating to the Property, or pursuant to any Act or rule of law.

EXECUTED as a deed on the date first written above

[Execution clauses to follow]

SCHEDULE

Owner	Address	Area (m²)	Legal Description	CT
HNZ	48 Hinerangi St	617	Lot 79 DP 27350	40C/548
HNZ	54 Hingaia St	610	Lot 5 DP 28173	23C/811

DEED OF SETTLEMENT: ATTACHMENT 5.6

DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR HOUSING NEW ZEALAND PROPERTIES

Owner	Address	Area (m²)	Legal Description	CT
HNZ	57 Hingaia St	615	Lot 82 DP 28173	24C/569
HNZ	6 Hirangi Rd	617	Lot 67 DP29639	31C/317
HNZ	11 Hirangi Rd	574	Lot 62 DP 28116	37D/496
HNZ	15 Hirangi Rd	1,007	Lot 60 DP 28116	30D/835
HNZ	11 Iwiheke Place	766	Lot 54 DP 34051	23B/581
HNZ	18 Maria Place	602	Lot 14 DP 29020	27B/85
HNZ	14 Mawake Place	592	Lot 66 DP 28218	24B/448
HNZ	32 Mawake Place	607	Lot 72 DP 28218	23B/115
HNZ	41 Mawake Place	723	Lot 101 DP 28218	23C/156
HNZ	1 Meri Grove	627	Lot 130 DP 28533	32C/115
HNZ	41 Ohuanga Rd	556	Lot 3 DP 28579	22D/416
HNZ	40 Paekiri St	554	Lot 35 DP 27772	36C/490
HNZ	45 Paekiri St	653	Lot 24 DP 27771	23C/41
HNZ	2 Parekarangi Grove	635	Lot 12 DP 34051	23B/566
HNZ	3 Parekarangi Grove	903	Lot 4 DP 34051	23B/561
HNZ	5 Parekarangi Grove	610	Lot 5 DP 34051	23B/561
HNZ	10 Parekarangi Grove	653	Lot 9 DP 34051	23B/565
HNZ	22 Patikura Place	569	Lot 114 DP 28536	27A/642
HNZ	26 Poihaere St	508	Lot 128 DP 28533	23C/803

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DEED OF SETTLEMENT: ATTACHMENT 5.6

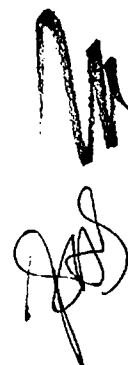
DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR HOUSING NEW ZEALAND PROPERTIES

Owner	Address	Area (m ²)	Legal Description	CT
HNZ	25 Puataata Rd	764	Lot 125 DP 28221	26A/779
HNZ	38 Puataata Rd	703	Lot 6 DP 18219	25C/508
HNZ	48 Puataata Rd	599	Lot 1 DP 28219	26A/236
HNZ	53 Puataata Rd	574	Lot 10 DP 29457	24C/570
HNZ	23 Rota St	610	Lot 46 DP 28531	24B/449
HNZ	33 Rota St	612	Lot 51 DP 28530	23C/805
HNZ	9 Raukura St	685	Lot 47 DP 28579	23B/733
HNZ	29 Raukura St	549	Lot 55 DP 28581	32D/244
HNZ	27 Runuku Grove	582	Lot 112 DP 29641	23B/729
HNZ	11 Takinga St	554	Lot 33 DP 28115	26B/76
HNZ	21 Takinga St	577	Lot 18 DP 28116	24B/383
HNZ	51 Takinga St	642	Lot 3 DP 28116	22D/412
HNZ	42 Tautahanga Rd	642	Lot 50 DP 28117	32C/116
HNZ	43 Tautahanga Rd	658	Lot 37 DP 28176	24B/680
HNZ	130 Tautahanga Rd	607	Lot 15 DP 27771	23C/151
HNZ	192 Tautahanga Rd	648	Lot 5 DP 27350	24B/385
HNZ	21 Te Hei Place	559	Lot 58 DP 29457	267B/86
HNZ	8 Toi Grove	534	Lot 135 DP 28531	26A/231
HNZ	10 Tureiti Place	569	Lot 62 DP 28117	35D/917

DEED OF SETTLEMENT: ATTACHMENT 5.6

DEED OF GRANT OF RIGHT OF FIRST REFUSAL FOR HOUSING NEW ZEALAND PROPERTIES

Owner	Address	Area (m²)	Legal Description	CT
HNZ	49 Tureiti Place	556	Lot 33 DP 28117	23C/36
HNZ	3 Wharekaihua Grove	632	Lot 18 DP 34051	23B/569
HNZ	4 Wharekaihua Grove	751	Lot 29 DP 34051	23B/578
HNZ	6 Wharekaihua Grove	751	Lot 28 DP 34051	23B/577
HNZ	12 Wharekaihua Grove	655	Lot 25 DP 34051	23B/574

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SECTION 6: PROTOCOLS**6.1 LAND INFORMATION NEW ZEALAND PROTOCOL****6.1.1 Definition of Protocol**

In *clause 6.1*, “protocol” means a statement in writing, issued by the chief executive of Land Information New Zealand to Ngāti Tūrangitukua, which sets out how the Land Information New Zealand and the chief executive will exercise his, her or its functions, powers, and duties in relation to specified matters.

6.1.2 Issue of Protocol

Within 5 Business Days after the date of this Deed the Crown, through the chief executive, shall issue a protocol in the form set out in *Attachment 6.1*.

6.1.3 Protocol subject to Crown Obligations

The protocol issued under *clause 6.1.2* shall be issued, and may be amended from time to time subject to, and without restriction upon:

- (a) the obligations of the chief executive and Land Information New Zealand to discharge their respective functions, powers, and duties in accordance with existing laws and government policy from time to time; and
- (b) the Crown’s powers to amend policy and introduce legislation amending existing laws.

6.1.4 Authority to amend or cancel protocol

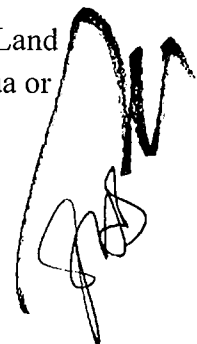
The protocol may be amended or cancelled at the initiative of either Ngāti Tūrangitukua or the chief executive. Only the chief executive may amend the protocol and only after consulting with Ngāti Tūrangitukua.

6.1.5 Status of protocol

Ngāti Tūrangitukua and the Crown acknowledge and agree that any amendment to, cancellation of, or failure to comply with the protocol issued under *clause 6.2.1* shall not constitute a breach of this Deed.

6.1.6 Consistency with Public Works Act 1981

The protocol issued under *clause 6.1.2* does not override or diminish the requirements of the Public Works Act 1981 or the functions and powers of Land Information New Zealand under that Act, or the rights of Ngāti Tūrangitukua or any member of Ngāti Tūrangitukua under that Act.



6.1.7 Not Conditional

Clause 9.1.1 (which provides that this Deed is conditional on the Settlement Legislation coming into force) does not apply to this *clause 6.1*.

6.2 DEPARTMENT OF CONSERVATION PROTOCOL**6.2.1 Definition of protocol**

The Settlement Legislation will provide for a definition of protocol to the following effect:

“*Protocol*” means a statement in writing, issued by the Crown through the Minister of Conservation to Ngāti Tūrangitukua, which sets out:

- (a) how the Department of Conservation will exercise its functions, powers, and duties in relation to specified matters in, or in the vicinity of, Turangi Township; and
- (b) how the Department of Conservation will, on a continuing basis, interact with Ngāti Tūrangitukua and provide for Ngāti Tūrangitukua’s input into its decision making process.

6.2.2 Issue of Protocol

On the Settlement Date, the Crown, through the Minister of Conservation, shall issue a protocol in the form set out in *Attachment 6.2*.

6.2.3 Authority to issue, amend or cancel the protocol

The Settlement Legislation will provide that:

- (a) the Minister of Conservation may issue a protocol in the form set out in *Attachment 6.2* and may, from time to time, amend, and cancel that protocol;
- (b) the protocol may be amended or cancelled pursuant to *clause 6.3.2(a)* at the initiative of either the Minister of Conservation or Ngāti Tūrangitukua;
- (c) the Minister of Conservation may amend or cancel the protocol, only after consulting Ngāti Tūrangitukua; and

- (d) as soon as reasonably practicable after the issue, amendment, or cancellation of the protocol, the Minister of Conservation must notify such issue, amendment, or cancellation in the *Gazette*.

6.2.4 Review of protocol

If the Crown, through the Minister of Conservation, becomes obliged to issue a protocol to Ngāti Tūwharetoa, or another *hapū* of Ngāti Tūwharetoa, the Crown and Ngāti Tūrangitukua shall meet to discuss the effect of that protocol on the protocol issued under *clause 6.2.2* and to consider jointly whether it is appropriate to amend or cancel the protocol issued under *clause 6.2.2* in the light of the protocol to Ngāti Tūwharetoa or another *hapū* of Ngāti Tūwharetoa.

6.2.5 Protocol subject to Crown obligations

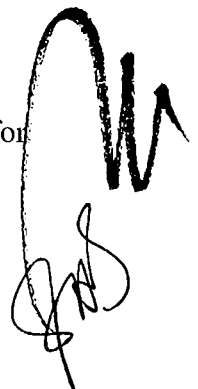
The Settlement Legislation will provide that the protocol is issued and amended, subject to, and without restriction upon:

- (a) the obligations of the Minister of Conservation and the Department of Conservation to discharge their respective functions, powers, and duties in accordance with existing law and Government policy from time to time; and
- (b) the Crown's powers to amend policy, and introduce legislation amending existing law.

6.2.6 Enforceability of protocols

The Settlement Legislation will provide that:

- (a) subject to *clause 6.2.3(a)*, the Minister of Conservation must comply with the protocol as long as it remains in force;
- (b) if the Minister of Conservation fails unreasonably to comply with the protocol Ngāti Tūrangitukua may, subject to the Crown Proceedings Act 1950, enforce the protocol by way of public law action against the Minister of Conservation;
- (c) notwithstanding *clause 6.2.6(b)*, damages are not available as a remedy for failure to comply with a protocol; and



- (d) this clause does not apply to any guidelines developed pursuant to a protocol.

6.2.7 Limitation of rights

The Settlement Legislation will provide that, except as expressly provided in this Section or the protocol, the protocol does not of itself have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, land held, managed, or administered under the Conservation Act 1987 or a statute listed in the First Schedule of that Act.

6.2.8 Noting of Protocols

The Settlement Legislation will provide:

- (a) the existence of the protocols issued under *clause 6.2.2*, once issued, and as amended from time to time, including the definition of protocols as set out in *clause 6.2.1* and a summary of the terms of issue of protocols, must be noted in conservation management strategies, conservation management plans, and national park management plans affecting the area covered by the protocol;
- (b) noting of protocols pursuant to *clause 6.2.8 (a)* is for the purpose of public notice only and is not an amendment to the relevant strategies or plans for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

6.2.9 Not breach of Deed

Ngāti Tūrangitukua and the Crown acknowledge and agree that any failure by the Minister of Conservation to comply with the protocol issued under *clause 6.2.2* shall not constitute a breach of this Deed.

6.2.10 Consistency with Conservation Act 1987

The protocol issued under *clause 6.2.2* is consistent with section 4 of the Conservation Act 1987 and does not override or diminish the requirements of that Act or of the statutes listed in the First Schedule to that Act or the functions and powers of the Minister of the Department of Conservation under those Acts, or the rights of Ngāti Tūrangitukua or any member of Ngāti Tūrangitukua under those Acts.

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ATTACHMENT 6.1**LAND INFORMATION NEW ZEALAND PROTOCOL**

(Clause 6.1.2)

BACKGROUND

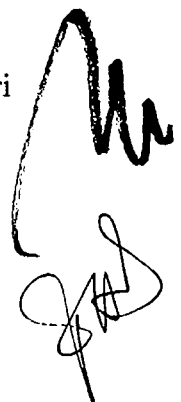
- 1 Ngāti Tūrangitukua is concerned, and the Crown acknowledges, that the mechanisms under section 40 and section 41 of the Public Works Act 1981 (“the Act”) do not always work well. Because former owners are not always identified in a timely manner, compliance with the statutory repurchase rights can take considerable time.
- 2 Ngāti Tūrangitukua and the Crown wish to co-operate in good faith to seek to better identify former owners when land in Turangi, formerly owned by members of the *hapū* of Ngāti Tūrangitukua, becomes subject to a Public Works Act repurchase right under the Act.

SCOPE OF THIS PROTOCOL

- 3 In order for this protocol to be consistent with statutory requirements and Land Information New Zealand’s (LINZ’s) current standards and guidelines for offer-back of surplus land, LINZ will make every endeavour to ensure the information it acts on is bona fide and can be supported formally and independently.
- 4 This protocol will apply to the land indicated in the Schedule (being specified Crown and State-Owned Enterprise land in Turangi) subject to LINZ identifying that it can offer to sell the land (including improvements where applicable) back.

PROTOCOL TO IDENTIFY FORMER OWNERS

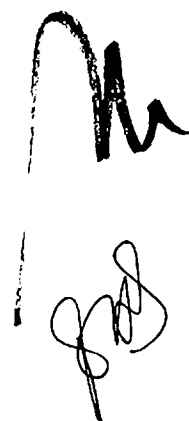
- 5 When land to which this protocol applies is required to be offered for sale, LINZ will first identify from publicly-available records who the former owners or their successors are.
- 6 Then, where those records indicate that the land was acquired from members of the *hapū* of Ngāti Tūrangitukua, LINZ will inform the Ngāti Tūrangitukua Maori Committee at PO Box 98, Turangi of its findings, and seek the Committee’s additional advice on:

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- 6.1 whether there are other persons who should be approached;
 - 6.2 whether and where a *hui* of potential offerees should be called to discuss a statutory right to repurchase;
 - 6.3 the names of persons who might be suitable trustees or representatives to deal with any statutory right of repurchase or applications to the Maori Land Court.
- 7 Any advice that the Committee gives should, where possible, be capable of formal corroboration.
 - 8 If it is necessary to make an application to the Maori Land Court, LINZ would be required to seek the Court's confirmation of the identity of the former owners or their successors, and also confirmation of the trustees or nominated persons.

PROTOCOL FOR OFFERING LAND TO FORMER OWNERS

- 9 Where the appropriate persons have been identified pursuant to paragraphs 5 to 8 above, LINZ will offer the land at current market value to the former owners or their successors, or if the chief executive considers it reasonable to do so, at any lesser price.
- 10 It is acknowledged that section 41 of the Public Works Act 1981 requires the Chief Executive of LINZ to decide whether land is to be offered for sale under section 40 or section 41. In making this decision, the chief executive will take into account as a relevant factor the wishes of the offerees where both sections apply.

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SCHEDULE

Owner	Address	Area (m²)	Legal Description	CT
ECNZ	Iwiheke Place	1,913	Lots 87, 88 and 89 DP 29124	38A/43
ECNZ	135 Atirau Road (rear)	5,854	Lot 1 DP 81515	48A/695
ECNZ	Iwiheke Place	1,849	Lots 96, 97 and 98 DP 29124	38A/44
ECNZ	Iwiheke Place	3,501	Lots 82, 83, 84, 85, 86 and 104 DP 29126	38A/45
ECNZ	Iwiheke Place	2,930	Lots 99, 100, 101 102 and 103 DP 29127	37B/422
ECNZ	6 Paekitawhiti St	944	Lot 35 DP 50583	38B/596
ECNZ	9 Paekitawhiti St	798	Lot 28 DP 50583	38B/595
ECNZ	98 Puataata Rd	694	Lot 62 DP 590584	38B/602
ECNZ	14 Ringakapo St	867	Lot 47 DP 50584	38B/601
ECNZ	44 Ringakapo St	1,069	Lot 21 DP 50583	43A/313
Telecom	4 Harata St	577	Lot 37 DP 28175	41A/142
Telecom	11 Hingaia St	584	Lot 36 DP 28177	41A/141
Corrections	112 Atirau Rd	2,600	Section 1 SO 35426	42C/437
Forestry Management	165 Atirau Rd	10,400	Part Lot 3 DP 61544	Part 34B/564

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Owner	Address	Area (m ²)	Legal Description	CT
DOC	Dekker Drive	17,020	Part Lot 3 DP 61544	Part 34B/564
DOC	40 Maria Place	642	Lot 38 DP 29021	34A/346
DOC	6 Poihaere St	1,029	Lot 151 DP 28535	33D/914
Education	175 Atirau Rd	24,590	Lot 11 DP 61544	42D/699
Education	8 Hinerangi St	615	Lot 66 DP 27350	34C/530
Education	43 Hinerangi St	741	Lot 88 DP 27350	GN 749562
Education	45 Hinerangi St	579	Lot 89 DP 27350	36D/495
Education	31 Hinerangi St	956	Lot 83 DP 28844	GN 504409.1
Education	7 Marotoa Grove	587	Lot 79 DP 29639	GN 779771
Education	29 Mawake Place	20,808	Lot 104 DP 28220	GN 772080
Education	39 Mawake Place	875	Lot 102 DP 28843	GN 735713
Education	50 Rangiamohia Rd - 2 Te Hei Place	549	Lot 25 DP 29460	GN 780635
Education	6 Rangipoia Place	625	Lot 78 DP 27773	GN 727856
Education	19 Rangipoia Place	744	Lot 127 DP 29022	36D/499
Education	50 Rangipoia Place	562	Lot 63 DP 27773	GN 727856
Education	15 Raukura St	554	Lot 50 DP 28580	34B/37
Education	38 Raukura St	708	Lot 27 DP 28583	43B/659
Education	21 Tamakui Grove	632	Lot 180 DP 28539	GN 762834

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Owner	Address	Area (m ²)	Legal Description	CT
Education	11 Tautahanga Rd	653	Lot 177 DP 28539	GN 762834
Education	150 Tautahanga Rd	620	Lot 40 DP 27772	GN 727856
Education	158 Tautahanga Rd	736	Lot 43 DP 27772	42B/351
Education	202 Tautahanga Rd	668	Lot 10 DP 27350	GN 762834
Education	214 Tautahanga Rd	22,025	Lot 95 DP 27350	GN 772080
Education	16 Te Rewha St	587	Lot 44 DP 29782	34B/34
Education	41 Te Rewha St	809	Lot 6 DP 23178	34B/36
Education	9 Waipapa Rd	658	Lot 50 DP 29643	GN 779771
Education	6 Whakarau St	744	Lot 87 DP 28584	GN 779771
Corrections	10 Maria Place	564	Lot 19 DP 29020	34B/291
LINZ	29 Atirau Rd (subject to survey)	41,765	P6 Ohuanga North Pt 5A	Balance of Proc 2936
LINZ	145 & 213 Atirau Rd and 26 Dekker Drive	273,130	Lot 1, 4 and 7 DP 61544	34B/563, 34B/565, 34B/568
LINZ	2-26 (even nos.) Iwiheke Place	9,385	Lots 37-49 DP 34051	46B/355
LINZ	4 Parekarangi Grove	653	Lot 11 DP 34051	40C/848
OTS	18 Kutai St	1,214	Section 8 Block VI	30D/636
OTS	3 Mitiotu Grove	556	Lot 111 DP 28177	42D/691
OTS	45 Raukura St	696	Lot 63 DP 28584	38C/939

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Owner	Address	Area (m²)	Legal Description	CT
OTS	15 - 19 Paekiri St	1,784	Lots 139-141 DP 29023	46C/522
OTS	187-9 Tautahanga Rd	13,327	Lot 51 DP 29638	38B/684
OTS	4 Te Hei Place	521	Lot 48 DP 29460	38C/940
OTS	5 Wharekaihua Grove	2,428	Lot 58 DP 34051	43B/431
Police	18 Hinerangi St	637	Lot 71 DP 27350	GN 634414.1
Police	6 Ohuanga Rd	622	Lot 240 DP 28538	GN 734716
Police	8 Ohuanga Rd	645	Lot 239 DP 28538	GN A035894
Police	67 Rangipoia Place	693	Lot 86 DP 27774	Gaz 1984 p 1858
Police	3 Tautahanga Rd	774	Lot 172 DP 28538	GN 756814
Police	5 Tautahanga Rd	696	Lot 173 DP 28538	GN 756814
unconfirmed	39 Ringakaopo St	660	Lot 18 DP 50584	34B/3

ATTACHMENT 6.2
DEPARTMENT OF CONSERVATION PROTOCOLS
(Clause 6.2.1)

PROTOCOL issued by the
MINISTER OF CONSERVATION
regarding
THE DEPARTMENT OF CONSERVATION'S
RELATIONSHIP WITH NGĀTI TŪRANGITUKUA

BACKGROUND

- A. This Protocol is issued pursuant to a settlement of Ngāti Tūrangitukua's Waitangi Tribunal claim relating to the Turangi Township (WAI 84).
- B. In *The Turangi Township Remedies Report* (1998), the Waitangi Tribunal was of the opinion that a restorative approach to remedies is appropriate, and that such an approach should include:

“facilitating the restoration, to an extent reasonably possible, of the rangatiratanga and hence the mana of Ngāti Tūrangitukua” (p.77)

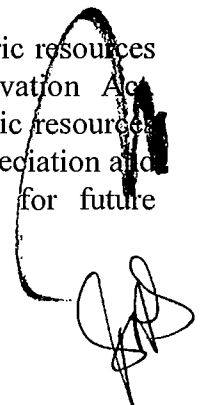
- C. One way in which Ngāti Tūrangitukua sought to restore its *tinu rangatiratanga* was through a role in conservation management in its *rohe*. The Tribunal agreed with Ngāti Tūrangitukua that this was appropriate, stating that:

“with goodwill on both sides it should be possible for ways to be found whereby Ngāti Tūrangitukua may participate meaningfully at all levels of decision-making in the management of conservation lands within their rohe.” (at p.97)

1. INTRODUCTION

The Department of Conservation (“the Department”)

- 1.1 The purpose of the Conservation Act 1987 is to manage natural and historic resources under that Act and the Acts in the First Schedule of the Conservation Act. Conservation means the preservation and protection of natural and historic resources for the purpose of maintaining their intrinsic values, providing for the appreciation and recreational enjoyment by the public, and safeguarding the options for future generations.



DEPARTMENT OF CONSERVATION PROTOCOLS

- 1.2 Section 4 of the Conservation Act requires that the Act be so interpreted and administered as to give effect to the principles of the Tiriti o Waitangi/ Treaty of Waitangi.
- 1.3 The Director-General has certain management responsibilities in terms of the legislation and can only delegate or share responsibility for decisions he or she makes within the limits of the legislation. However, in making such decisions, the Director-General will provide Ngāti Tūrangitukua the opportunity for input, consistent with section 4 of the Conservation Act, in the Department's policy, planning and decision-making processes on the matters set out in this Protocol.

Ngāti Tūrangitukua

- 1.4 Ngāti Tūrangitukua is a *hapū* of Ngāti Tūwharetoa. As such, Ngāti Tūrangitukua asserts its rights of *manawhenua*, *rangatiratanga* and *kaitiakitanga* over its ancestral lands, natural and historic resources and *taonga* as an integral part of *nga Tikanga o Ngāti Tūwharetoa*.

2. PURPOSE OF THE PROTOCOL

- 2.1 The Minister and Ngāti Tūrangitukua acknowledge that the Protocol obligations are based on the principles of the Treaty of Waitangi.
- 2.2 The Department's responsibility to preserve, protect and manage natural and historic resources derives from the Conservation Act.
- 2.3 Ngāti Tūrangitukua also has a responsibility to preserve, protect and manage natural and historic resources through its *tino rangatiratanga* and *kaitiakitanga*. This responsibility derives from Ngāti Tūrangitukua's *manawhenua* as *tangata whenua* in the Turangi area and is inextricably linked to *whakapapa* and has important cultural and spiritual dimensions.
- 2.4 The purpose of this Protocol is to assist the Department and Ngāti Tūrangitukua to exercise their respective responsibilities with the minimum of conflict to achieve over time the conservation policies, actions and outcomes sought by both. The Protocol sets out a framework that enables the Department and Ngāti Tūrangitukua to establish a working relationship that is consistent with section 4 of the Conservation Act and provides for Ngāti Tūrangitukua to have meaningful input into the decision-making process in the Department's management of conservation lands and fulfilment of statutory responsibilities within Ngāti Tūrangitukua's *rohe*.

3. DEED OF SETTLEMENT

- 3.1 This Protocol is issued pursuant to the Deed of Settlement dated 26 September 1998 between the Crown and Ngāti Tūrangitukua, which specifies the following:

“6.2 DEPARTMENT OF CONSERVATION PROTOCOL**6.2.1 Definition of protocol**

The Settlement Legislation will provide for a definition of protocol to the following effect:

“*Protocol*” means a statement in writing, issued by the Crown through the Minister of Conservation to Ngāti Tūrangitukua, which sets out:

- (a) how the Department of Conservation will exercise its functions, powers, and duties in relation to specified matters in, or in the vicinity of, Turangi Township; and
- (b) how the Department of Conservation will, on a continuing basis, interact with Ngāti Tūrangitukua and provide for Ngāti Tūrangitukua’s input into its decision making process.

6.2.2 Issue of Protocol

On the Settlement Date, the Crown, through the Minister of Conservation, shall issue a protocol in the form set out in *Attachment 6.2*.

6.2.3 Authority to issue, amend or cancel the protocol

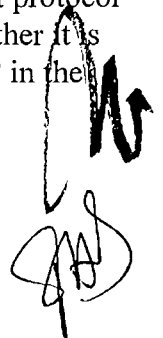
The Settlement Legislation will provide that:

- (a) the Minister of Conservation may issue a protocol in the form set out in *Attachment 6.2* and may, from time to time, amend, and cancel that protocol;
- (b) the protocol may be amended or cancelled pursuant to *clause 6.3.2(a)* at the initiative of either the Minister of Conservation or Ngāti Tūrangitukua;
- (c) the Minister of Conservation may amend or cancel the protocol, only after consulting Ngāti Tūrangitukua; and
- (d) as soon as reasonably practicable after the issue, amendment, or cancellation of the protocol, the Minister of Conservation must notify such issue, amendment, or cancellation in the *Gazette*.

6.2.4 Review of protocol

If the Crown, through the Minister of Conservation, becomes obliged to issue a protocol to Ngāti Tūwharetoa, or another *hapū* of Ngāti Tūwharetoa, the Crown and Ngāti Tūrangitukua shall meet to discuss the effect of that protocol on the protocol issued under *clause 6.2.2* and to consider jointly whether it is appropriate to amend or cancel the protocol issued under *clause 6.2.2* in the light of the protocol to Ngāti Tūwharetoa or another *hapū* of Ngāti Tūwharetoa.

6.2.5 Protocol subject to Crown obligations



DEPARTMENT OF CONSERVATION PROTOCOLS

The Settlement Legislation will provide that the protocol is issued and amended, subject to, and without restriction upon:

- (a) the obligations of the Minister of Conservation and the Department of Conservation to discharge their respective functions, powers, and duties in accordance with existing law and Government policy from time to time; and
- (b) the Crown's powers to amend policy, and introduce legislation amending existing law.

6.2.6 Enforceability of protocols

The Settlement Legislation will provide that:

- (a) subject to *clause 6.2.3(a)*, the Minister of Conservation must comply with the protocol as long as it remains in force;
- (b) if the Minister of Conservation fails unreasonably to comply with the protocol Ngāti Tūrangitukua may, subject to the Crown Proceedings Act 1950, enforce the protocol by way of public law action against the Minister of Conservation;
- (c) notwithstanding *clause 6.2.6(b)*, damages are not available as a remedy for failure to comply with a protocol; and
- (d) this clause does not apply to any guidelines developed pursuant to a protocol.

6.2.7 Limitation of rights

The Settlement Legislation will provide that, except as expressly provided in this Section or the protocol, the protocol does not of itself have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, land held, managed, or administered under the Conservation Act 1987 or a statute listed in the First Schedule of that Act.

6.2.8 Noting of Protocols

The Settlement Legislation will provide:

- (a) the existence of the protocols issued under *clause 6.2.2*, once issued, and as amended from time to time, including the definition of protocols as set out in *clause 6.2.1* and a summary of the terms of issue of protocols, must be noted in conservation management strategies, conservation management plans, and national park management plans affecting the area covered by the protocol;

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DEPARTMENT OF CONSERVATION PROTOCOLS

- (b) noting of protocols pursuant to *clause 6.2.8 (a)* is for the purpose of public notice only and is not an amendment to the relevant strategies or plans for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

6.2.9 Not breach of Deed

Ngāti Tūrangitukua and the Crown acknowledge and agree that any failure by the Minister of Conservation to comply with the protocol issued under *clause 6.2.2* shall not constitute a breach of this Deed.

6.2.10 Consistency with Conservation Act 1987

The protocol issued under *clause 6.2.2* is consistent with section 4 of the Conservation Act 1987 and does not override or diminish the requirements of that Act or of the statutes listed in the First Schedule to that Act or the functions and powers of the Minister of the Department of Conservation under those Acts, or the rights of Ngāti Tūrangitukua or any member of Ngāti Tūrangitukua under those Acts.”

4. THE TONGARIRO/TAUPO CONSERVATION MANAGEMENT STRATEGY

- 4.1 The Ngāti Tūwharetoa Māori Trust Board, acting on behalf of and for the benefit of Ngāti Tūwharetoa and each *hapū* of Ngāti Tūwharetoa, is presently engaged in negotiations with the Department concerning the inclusion of the principles of the Treaty in the Tongariro/Taupo Conservation Management Strategy and how those principles may be implemented.
- 4.2 The Department and Ngāti Tūrangitukua anticipate that once the Conservation Management Strategy is approved, this Protocol will be read in conjunction with the principles, objectives and implementation points contained in any Treaty of Waitangi section of the approved Conservation Management Strategy.
- 4.3 In order to ensure that this Protocol and the Conservation Management Strategy in its approved form are consistent and apply together in a way that is satisfactory to both parties, the Minister will, within one month of the approval of the Conservation Management Strategy, direct the Department to undertake a review of this Protocol with Ngāti Tūrangitukua, and recommend to him or her any changes which are appropriate in light of the approved content of the Conservation Management Strategy.

5. APPLICATION OF PROTOCOL

- 5.1 This Protocol recognises Ngāti Tūrangitukua as *tangata whenua* of its *rohe* and Ngāti Tūrangitukua's spiritual, cultural and historical relationship with the ancestral lands and natural and historic resources which are now managed by the Department.

DEPARTMENT OF CONSERVATION PROTOCOLS

- 5.2 Ngāti Tūrangitukua does not have exclusive interests in the geographical area over which this Protocol applies and from time to time it may be necessary for the Department to consult other *hapū* in relation to areas where there are overlapping interests. Ngāti Tūrangitukua will also advise the Department if other *hapū* interests arise with respect to any particular issue. The Minister notes that overlapping interests will be addressed by *nga hapū* concerned in accordance with *nga Tikanga o Ngāti Tūwharetoa*.
- 5.3 The geographical area over which this Protocol applies is outlined in Annexure 1. The geographical area may be reviewed as part of the process referred to in paragraph 7.2.

6. CONSULTATION

- 6.1 The Department will maintain an effective consultation process and communication network with Ngāti Tūrangitukua.
- (a) The representative body of Ngāti Tūrangitukua for the purposes of this Protocol is the Ngāti Tūrangitukua Environment Committee (“the Environment Committee”). Ngāti Tūrangitukua will supply the Department with the names and contact details of the members of the Environment Committee.
 - (b) The Turangi/Taupo Area Manager (or the equivalent) will be the primary departmental contact for the Environment Committee and he/she will act as a liaison person with other Departmental staff. The Environment Committee will also have access to the Conservator, the Fisheries Manager, and the Kaupapa Atawhai Manager.
 - (c) The Turangi/Taupo Area Manager will meet with the Environment Committee on a quarterly basis. The meetings will be timed to enable Ngāti Tūrangitukua to have input into the Department’s annual business planning and policy development, particularly at the time when priorities are being set for the following year. The frequency of these meetings may be varied by mutual agreement.
 - (d) The Conservator and the Area Managers of the Department will attend an annual *hui* at Hirangi Marae at the invitation of Ngāti Tūrangitukua to review the Department’s activities over the previous year, to report on matters of significance to Ngāti Tūrangitukua, and to discuss with Ngāti Tūrangitukua its concerns on conservation issues within the *rohe*, or any other issues of mutual concern in conservation management.
- 6.2 The Department will consult with the Environment Committee on an ongoing basis in respect of any developments or events which affect Ngāti Tūrangitukua’s interests (as identified by the process referred to in paragraph 7.2), including the development of national policies where nationwide consultation is taking place,.
- 6.3 The Department when preparing:
- (a) the Turangi/Taupo Area Business Plan;



DEPARTMENT OF CONSERVATION PROTOCOLS

- (b) relevant aspects of the Fishery Area Business Plan;
- (c) relevant aspects of the Tongariro/Taupo Conservancy Business Plan;
- (d) the Taupo Fishery Management Plan;
- (e) the Tongariro National Park Management Plan;
- (f) the Conservation Management Strategy;

will provide Ngāti Tūrangitukua, through the process outlined in paragraph 6.1(c), the opportunity for meaningful input into the decision-making process.

6.4 Notwithstanding the role of the Ngāti Tūwharetoa Māori Trust Board in fisheries management on behalf of all Tūwharetoa *hapū*, the Department will also consult with Ngāti Tūrangitukua at Ngāti Tūrangitukua's request in respect of any fisheries management issue relating to the area set out in Annexure 1, in particular the lower Tongariro River, Hirangi Stream, the upper Tokaanu River and that part of Lake Taupo over which Ngāti Tūrangitukua asserts its *kaitiakitanga*.

7. IDENTIFICATION OF NGĀTI TŪRANGITUKUA'S INTERESTS

7.1 To further assist Ngāti Tūrangitukua with the process described in paragraph 7.2, the Department will provide information to the Environment Committee on the Department's landholdings in the area, and its statutory functions and responsibilities.

7.2 As soon as practicable following the issue of this Protocol, the Environment Committee will:

- (a) identify land, natural and historic resources and other *taonga* managed by the Department which are culturally significant to Ngāti Tūrangitukua ;
- (b) identify Ngāti Tūrangitukua's interests in:
 - (i) the Department's policies and plans;
 - (ii) the Department's management functions in the area;
 - (iii) other statutory responsibilities of the Department which affect Ngāti Tūrangitukua's interests;
- (c) identify any other issues or concerns Ngāti Tūrangitukua may have which fall within the Department's ambit of responsibility;
- (d) identify Ngāti Tūrangitukua's priorities with respect to the interests identified;

with assistance from the Department as far as reasonably practicable.

7.3 The information regarding *taonga tapu* and *wāhi tapu* is highly confidential and disclosure will be at Ngāti Tūrangitukua's sole discretion. At the direction of Ngāti Tūrangitukua, the Environment Committee will disclose information regarding the location of *taonga tapu* and *wāhi tapu* to the Turangi/Taupo Area Manager on the

DEPARTMENT OF CONSERVATION PROTOCOLS

basis that he or she acknowledges that the information is highly confidential and may only be disclosed to other Department staff on a “need to know” basis. The Department will take all reasonable steps to ensure that the information remains confidential.

8. SPECIFIC PROJECTS

- 8.1 Within the first year of this Protocol being issued, and on a continuing basis, the Department and the Environment Committee will identify practical ways in which:
- (a) Ngāti Tūrangitukua can exercise *kaitiakitanga* over ancestral lands, natural and historic resources and other *taonga* managed by the Department;
 - (b) Ngāti Tūrangitukua can exercise *manawhenua* over *wāhi tapu* and *taonga tapu* that are managed by the Department;
 - (c) the Department can manage *wāhi tapu*, *taonga tapu* and other places of historic or cultural significance to Ngāti Tūrangitukua in a manner which respects Ngāti Tūrangitukua’s *tikanga* and values;
 - (d) Ngāti Tūrangitukua can actively participate in conservation management and activities;
 - (e) Ngāti Tūrangitukua can obtain resources, either from the Department or with the support of the Department from other sources, which might properly be used to support the protection of natural and historic resources on land owned by Ngāti Tūrangitukua;
 - (f) specific projects may be undertaken by the Department in the following years (for example, restoration and enhancement projects) including timetables for implementing those projects.
- 8.2 The Department and Ngāti Tūrangitukua will on an annual basis identify priorities for undertaking specific projects requested by Ngāti Tūrangitukua for the upcoming business year.
- 8.3 The identified priorities will be taken forward by the Department into its business planning process and considered along with other priorities.
- 8.4 The decision on whether any specific projects will be funded in any business year will be made by the Conservator.
- 8.5 If the Department decides to proceed with a specific project requested by Ngāti Tūrangitukua, the Environment Committee and the Department will meet again, if required, to finalise a work plan and timetable for implementation of the specific projects in that business plan.



DEPARTMENT OF CONSERVATION PROTOCOLS

9. VISITOR AND PUBLIC INFORMATION

- 9.1 In providing public information and facilities for visitors on the land it manages, the Department recognises the importance to Ngāti Tūrangitukua of its *tikanga* and cultural, spiritual and historic values.
- 9.2 The Department will seek advice from the Environment Committee on Ngāti Tūrangitukua's *tikanga* and values with respect to ancestral land, natural and historic resources and other *taonga* managed by the Department, and will endeavour to ensure that:
- (a) Ngāti Tūrangitukua's *tikanga* and values are respected in the provision of visitor facilities (if any), public information and Department publications; and
 - (b) accurate information is provided about Ngāti Tūrangitukua in the Department's public information and Department publications.
- 9.3 The Department will so far as possible obtain the consent of Ngāti Tūrangitukua, through the Environment Committee, prior to the utilisation, publication and/or disclosure of information pertaining to Ngāti Tūrangitukua.
- 9.4 The Department will, as far as reasonably practicable, incorporate Ngāti Tūrangitukua approved names for places, flora and fauna in its signs, visitor information and publications.

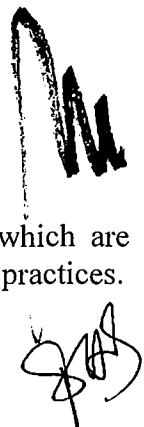
10. CONCESSIONS

- 10.1 The Department will:
- (a) inform Ngāti Tūrangitukua of any applications for concessions in the area covered by this Protocol;
 - (b) when a concession is publicly notified, the Department will at the same time provide separate written notification to Ngāti Tūrangitukua.
- 10.2 Prior to issuing concessions to carry out activities on land managed by the Department, the Department will, following consultation with the Environment Committee and in accordance with the Committee's advice, ensure that the concessionaire is informed of Ngāti Tūrangitukua's *tikanga* and values.

11. CULTURAL MATERIALS

- 11.1 Cultural materials are defined as:
- (a) plants (including trees) and plant materials; and
 - (b) materials derived from animals or birds;

to the extent to which the Department holds and is responsible for them, and which are important to Ngāti Tūrangitukua in maintaining and expressing their cultural practices.



11.2 The Department will:

- (a) provide access for Ngāti Tūrangitukua to cultural materials within its *rohe* when required for cultural purposes, in accordance with the relevant legislation;
- (b) provide Ngāti Tūrangitukua access to cultural materials which become available as a result of departmental operations such as track clearance, track maintenance or culling of species, in accordance with the relevant legislation. Provided that the Department is satisfied that other *hapū* do not have an interest and there are no requests for access for scientific purposes, Ngāti Tūrangitukua will have first right of access to the materials;
- (c) consult with Ngāti Tūrangitukua in circumstances where there are competing requests from other *hapū*, people or entities for the use of cultural materials (for example, for scientific research purposes), to see if the competing needs can be reconciled before the Department makes a decision in respect of those requests.

12. RESOURCE MANAGEMENT ACT 1991

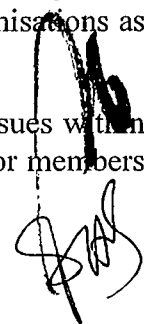
- 12.1 The Department and Ngāti Tūrangitukua may have mutual interests and concerns with the effects of activities controlled and managed under the Resource Management Act.
- 12.2 When considering making submissions on applications for resource consents or plans under the Resource Management Act the Department will have regard to Ngāti Tūrangitukua's interests (as identified in the process referred to in paragraph 7.2) and issues of mutual concern. The Department will provide Ngāti Tūrangitukua with non-confidential information regarding the particular issue at stake and the Department's advocacy role.
- 12.3 The Department will inform the Environment Committee of any action it is considering taking under the Resource Management Act, including applying for resource consents, which may affect Ngāti Tūrangitukua's interests (as identified in the process referred to in paragraph 7.2).

13. CONSULTANCY AND TRAINING

13.1 The Department will:

- (a) train relevant staff on this Protocol and provide ongoing training as required;
- (b) brief the Tongariro/Taupo Conservation Board and the New Zealand Conservation Authority about this Protocol and the Ngāti Tūrangitukua settlement generally and provide ongoing information to those organisations as required.

- 13.2 When the Department requires consultancy services in relation to Māori issues within the conservancy, the Department affirms that the Environment Committee or members



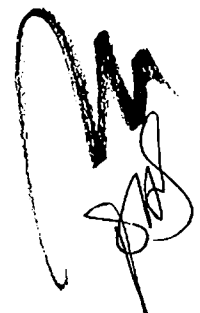
of Ngāti Tūrangitukua are regarded by the Department as possible providers of such services. Consultancy arrangements may include for instance:

- (a) specific projects being undertaken by the Department;
- (b) providing information or training.

13.3 Where the Department requires consultancy services on a subject that relates to Ngāti Tūrangitukua (for example, a subject relating to Ngāti Tūrangitukua's *tikanga*, history or culture) , the Department will consult with the Environment Committee to ascertain who would be an appropriate provider of such services.

14. MONITORING

14.1 The Department and the Environment Committee will establish a monitoring process to assess annually the way in which this Protocol has been implemented and outcomes achieved.



SECTION 7: NON COMMERCIAL ASSETS

7.1 DEFINITIONS AND PLAN

7.1.1 Definitions

In this Section and its Attachments, unless the context requires otherwise:

Community Board means the Turangi/Tongariro Community Board;

Council means the Taupo District Council;

Council Reserves means each of the reserves described in *Attachment 7.3*, being reserves vested in the Council under the Reserves Act 1977, in some cases by deriving title from the Crown;

Crown Reserves means each of the reserves described in *Attachment 7.2*, being reserves vested in the Crown under the Reserves Act 1977 but controlled and managed by the Council under an appointment from the Crown;

Kutai Street Reserves means each of the reserves described in *Attachment 7.1*;

Regional Council means the Waikato Regional Council, otherwise known as Environment Waikato;

Reserves means the Kutai Street Reserves, the Crown Reserves and the Council Reserves, being reserves under the Reserves Act 1977;

Reserves Assets means the structures, utilities and improvements over, upon or under the Reserves; and

Specified Council Reserves means those Council Reserves or parts of the Council Reserves where an asterisk appears next to the legal description of the Council Reserve or part in the second column of *Attachment 7.3* being reserves vested in the Council under the Reserves Act 1977 but not derived from the Crown.

7.1.2 Status of plan

A plan showing the location and boundaries of the Crown Reserves and the Council Reserves is included in this Section as *Attachment 7.8*. That plan is for identification purposes only and, if there is an inconsistency between that plan and any written description in this Section, the written description prevails.

7.2 LAND TO BE VESTED IN NGĀTI TŪRANGITUKUA IN FEE SIMPLE

7.2.1 Vesting of Kutai Street Reserves

The Settlement Legislation will provide that:

- (a) the reservation of each of the Kutai Street Reserves as a reserve is revoked; and
- (b) the fee simple estate in the Kutai Street Reserves is vested in the Ngāti Tūrangitukua Charitable Trust subject to all Encumbrances without charge to Ngāti Tūrangitukua.

7.2.2 Vesting of Crown Reserves

The Council has acknowledged the Crown's right to control the vesting of the Crown Reserves in the Ngāti Tūrangitukua Charitable Trust. The Settlement Legislation will therefore provide that:

- (a) the appointment of the Council to control and manage each of the Crown Reserves as a reserve is revoked;
- (b) the reservation of each of the Crown Reserves as a reserve is revoked; and
- (c) the fee simple estate in each of the Crown Reserves is vested in the Ngāti Tūrangitukua Charitable Trust subject to all Encumbrances without charge to Ngāti Tūrangitukua, to reflect the nil market value of the vesting.

7.2.3 Vesting of Council Reserves

The Council has acknowledged the Crown's request to the vesting of the Council Reserves in Ngāti Tūrangitukua and, at a meeting held on 8 September 1998, gave its agreement in principle to the vesting of the Specified Council Reserves in Ngāti Tūrangitukua. The Settlement Legislation will therefore provide that:

- (a) the reservation of each of the Council Reserves as a reserve is revoked; and
- (b) the fee simple estate in each of the Council Reserves is vested in Ngāti Tūrangitukua subject to all Encumbrances without charge to Ngāti Tūrangitukua, to reflect the nil market value of the vesting.

7.2.4 Revocation and vesting to occur on Settlement Date

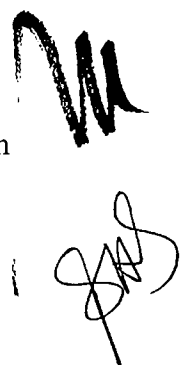
The Settlement Legislation will provide that the revocation and vesting of each Reserve pursuant to *clauses* 7.2.1 to 7.2.3, including the removal from or placing

upon any Reserve of any conservation, reserve or other form of status shall be effected on the Settlement Date.

7.2.5 Management of Crown and Council Reserves

Ngāti Tūrangitukua agrees to each of the Crown Reserves and the Council Reserves being controlled and managed by the Council in accordance with section 38(1) of the Reserves Act 1977 with effect from the Settlement Date, as if each Crown Reserve and Council Reserve were a reserve managed and controlled for the purpose specified in the last column of *Attachments 7.2* and *7.3* respectively and the Settlement Legislation will provide:

- (a) the agreement of Ngāti Tūrangitukua in this *clause 7.2.5* to the Council controlling and managing the Crown Reserves and the Council Reserves is sufficient for the purposes of section 38(1) of the Reserves Act 1977;
- (b) the approval of the Minister of Conservation to the Council controlling and managing the Crown Reserves and the Council Reserves is deemed to have been given for the purposes of section 38(1) of the Reserves Act 1977;
- (c) the control and management by the Council of the Crown Reserves and the Council Reserves as if each Crown Reserve and Council Reserve were a reserve for the purpose set out in the last column of *Attachment 7.2* and *7.3 respectively* is subject to the restrictions, terms and conditions set out in *Attachment 7.4* (which will be quoted in the Settlement Legislation) as if they were approved under section 38(1) of the Reserves Act 1977;
- (d) the quoting in the Settlement Legislation of the restrictions, terms and conditions set out in *Attachment 7.4* is a matter of record only and will not give such restrictions, terms and conditions any greater force or effect than they have as terms and conditions under section 38(1) of the Reserves Act 1977; and
- (e) the Council may exempt a Crown Reserve or a Council Reserve from rates, for so long as it is controlled and managed as if it were a reserve for the purpose specified in respect of that reserve in the last column of *Attachments 7.2* and *7.3* respectively, as contemplated in the restrictions, terms and conditions set out in *Attachment 7.4*; and
- (f) notwithstanding reference in this Section to the purpose of any reserve specified in the last column of *Attachment 7.2* and *7.3*, the Council may, in



the case of the Specified Council Reserves, change that purpose to another purpose specified in the Reserves Act 1977 in accordance with that Act;

- (g) the District Land Registrar, upon issue of a certificate of title for any Crown Reserve or Council Reserve or upon noting the vesting of any Crown Reserve or Council Reserve in the Ngāti Tūrangitukua Charitable Trust, shall make a notation upon that certificate of title to record that the reserve is subject to *clauses 7.2.8 (a) to (f)*.

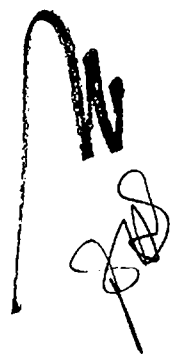
7.2.6 Continuing control and management

The Settlement Legislation will provide that the control and management by the Council of each of the Specified Council Reserves will continue in perpetuity or until such time as the Council decides that the Reserve is no longer required. Further, but the Settlement Legislation will not provide this, Ngāti Tūrangitukua and the Crown acknowledge and confirm that the control and management by the Council of all the other Crown Reserves and the Council Reserves is intended to continue in perpetuity or until such time as the Council decides that the Reserve is no longer required.

7.2.7 Reserves Assets on Crown Reserves and Council Reserves

The Settlement Legislation will provide that:

- (a) the ownership of the Reserves Assets on the Specified Council Reserves will be retained by the owner of those assets as at the date of this Deed and existing use rights under the Local Government Act 1974 will apply;
- (b) the ownership of the Reserves Assets on the Crown Reserves and the Council Reserves (other than the Specified Council Reserves) is vested in the Council and existing use rights under the Local Government Act 1974 will apply as if those Reserves Assets had been owned by the Council before that vesting;
- (c) *clauses 7.2.7(a) and 7.2.7(b)* apply to each Crown Reserve and Council Reserve whether or not the Reserve continues to be controlled and managed by the Council pursuant to *clause 7.2.5*;
- (d) the Council may itself, or may permit its agents to repair, maintain, remove, renew, add to, expand and replace the Reserves Assets on each Crown Reserve and Council Reserve and may install or erect new



structures, utilities and improvements if it considers it reasonably necessary to do so;

- (e) the owner from time to time of the Reserves Assets and the Council have rights of unrestricted access onto and over the Crown Reserves and the Council Reserves to do any of the things listed in *clause 7.2.7(d)* whether or not the Crown Reserve and Council Reserve continues to be controlled and managed by the Council pursuant to *clause 7.2.5*.

7.2.8 Vesting does not affect public access rights

The Settlement Legislation will provide that:

- (a) the vesting of the fee simple estate in the Crown Reserves and the Council Reserves in the Ngāti Tūrangitukua Charitable Trust pursuant to *clause 7.2.2* and *7.2.3* does not affect lawful rights of public access to and use and enjoyment of the Crown Reserves and the Council Reserves and the Reserves Assets thereon for as long as, and to the extent that, those rights otherwise remain lawful;
- (b) *clause 7.2.8(a)* is subject to any regulation and right to restrict public access and use by the Council pursuant to existing laws and the terms of its appointment to control and manage the Crown Reserves and Council Reserves pursuant to *clause 7.2.5*;
- (c) the District Land Registrar must, upon issue of the certificate of title of any Crown Reserve and any Council Reserve, or upon noting the vesting of any Crown Reserve or Council Reserve in the Ngāti Tūrangitukua Charitable Trust, make a notation upon it to record that the Reserve is subject to *clause 7.2.8(a)* and *(b)*.

7.2.9 Reserves to vest in their state and condition as at the date of this Deed

Ngāti Tūrangitukua and the Crown agree that the Reserves including, in the case of the Kutai Street Reserves, the Reserves Assets on those Reserves, are to be vested in their state and condition as at the date of this Deed and that Ngāti Tūrangitukua will have no future recourse, claim or action against the Crown, nor will Ngāti Tūrangitukua seek future recompense from the Crown or the Council in relation to the state or condition of the Reserves or the Reserves Assets. This clause may be enforced by the Council under the Contracts (Privity) Act 1982.



7.2.10 Ngāti Tūrangitukua acknowledge reasonable access to inspect provided

Ngāti Tūrangitukua and the Crown acknowledge and record that prior to the date of this Deed Ngāti Tūrangitukua had the opportunity to inspect the Reserves and satisfy itself as to the state and condition of the Reserves and the Reserves Assets to be vested in Ngāti Tūrangitukua on the Kutai Street Reserves.

7.2.11 Determination of boundaries and costs

Where the precise boundaries of any Reserve to be vested pursuant to *clauses 7.2.1, 7.2.2 or 7.2.3* have not been determined, the Crown will, at its cost, arrange for the relevant Reserve to be surveyed and for a survey plan to be prepared and deposited. The Crown will pay for all costs incurred or required in order to vest the Reserves in Ngāti Tūrangitukua and appoint the Council to control and manage the Crown Reserves and the Council Reserves.

7.2.12 Issue of Certificate of Title

The Settlement Legislation will provide that:

- (a) where the fee simple estate in a Reserve is vested in the Ngāti Tūrangitukua Charitable Trust, and that Reserve is land which is registered under the Land Transfer Act 1952, the District Land Registrar must register the Ngāti Tūrangitukua Charitable Trust as the proprietor of the fee simple estate in that Reserve in substitution for the Crown or the Council;
- (b) where the fee simple estate in a Reserve is vested in the Ngāti Tūrangitukua Charitable Trust and that Reserve is land other than land registered under the Land Transfer Act 1952, the District Land Registrar must issue a certificate of title for the fee simple estate in that Reserve under the Land Transfer Act 1952.


7.2.13 Issue of certificate of title as soon as reasonably practicable

The Settlement Legislation will further provide that a certificate of title for each of the Reserves, must be issued pursuant to *clause 7.2.12* as soon as reasonably practicable after the Settlement Date and, in any event, no later than 12 months after the vesting of the Reserves (or such later date as may be agreed in writing by Ngāti Tūrangitukua and the Crown).

7.2.14 Exclusions from legislation

The Settlement Legislation will provide that:

- (a) Sections 24 and 25 of the Reserves Act 1977 will not apply to a revocation of a Reserve vested in Ngāti Tūrangitukua pursuant to *clauses 7.2.1 to 7.2.3*;

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- (b) where the Settlement Legislation revokes the reservation of a Crown Reserve (or a Council Reserve where the Council derived title from the Crown) as a reserve, the Crown Reserve (or the Council Reserve as the case may be) vests in the Crown;
- (c) sections 78(1)(a), 79, 80, 81 and 82 of the Reserves Act 1977 will not apply to any Reserve vested pursuant to *clauses 7.2.1 to 7.2.3*; and
- (d) section 11 and Part X of the Resource Management Act 1991 will not apply to the vesting of the fee simple estate in a Reserve pursuant to *clauses 7.2.1 to 7.2.3*, or anything incidental to, or required for the purposes of, any such vesting or transfer.

7.2.15 Successors bound

The Settlement Legislation will provide that:

- (a) where the fee simple estate in a Reserve is vested in the Ngāti Tūrangitukua Charitable Trust, the terms on which that Reserve is vested shall bind any successor in title to that Reserve; and
- (b) the District Land Registrar, upon issue of a certificate of title of any Crown Reserve or Council Reserve or upon noting the vesting of any Crown Reserve or Council Reserve in the Ngāti Tūrangitukua Charitable Trust, shall make a notification upon it to record the provisions contained in *clause 7.2.15(a)*.

7.2.16 Application of the Public Works Act 1981

The Crown's obligation to vest any Reserve pursuant to *clauses 7.2.1 to 7.2.3* is subject to, and will not apply in respect of, any Reserve until the Crown has complied with section 40 of the Public Works Act 1981 and, except as provided in *clause 7.2.14*, other statutory provisions which are required to be complied with before any disposal of such Reserve.

7.2.17 Existing Encumbrances

The Crown agrees that:

- (a) not later than 6 months after the date of this Deed, it will disclose to the Ngāti Tūrangitukua Charitable Trust Encumbrances existing at the date of this Deed of which it is aware over, relating to or affecting the Reserves and any outstanding enforcement or other notice, requisition or proceeding issued under any code by any relevant authority; and



- (b) the Settlement Legislation will provide, without requiring the registration of Encumbrances that are not normally registrable, that the vesting of the Reserves will be subject to those existing Encumbrances disclosed by the Crown to the Ngāti Tūrangitukua Charitable Trust pursuant to *clause 7.2.17(a)*.

7.2.18 Disclosure of Existing Encumbrances

The Ngāti Tūrangitukua Charitable Trust and the Crown acknowledge and record that, pursuant to *clause 7.2.17(a)*, the Crown has agreed to make certain disclosures. However, it is the responsibility of the Ngāti Tūrangitukua Charitable Trust to satisfy itself as to the terms and nature of those Encumbrances and other matters, and as to any other matters relating to the interests. Accordingly, without limiting the Crown's agreement in *clause 7.2.17(a)* to disclose the existence of Encumbrances and other matters, the Crown does not give any warranty to the Ngāti Tūrangitukua Charitable Trust:

- (a) as to the terms of any Encumbrances;
- (b) as to the accuracy, validity or completeness of any information provided to the Ngāti Tūrangitukua Charitable Trust with respect to such Encumbrances, or otherwise relating to the Reserves; or
- (c) as to any statute, regulation or by-law or powers, rights and obligations thereunder, including any outstanding enforcement or other notice, requisition or proceeding issued under any code by any relevant authority, relating to or affecting the Reserves.

7.2.19 Crown to maintain condition of property or property interests and structures

The Crown agrees that between the date of this Deed and the Settlement Date it will maintain and administer the Kutai Street Reserves and the Reserves Assets thereon in substantially the same condition as at the date of this Deed (subject to events beyond the control of the Crown) and in accordance with its existing management and administration of such Reserves and Crown-owned structures.

7.3 CHANGES OF NAME

7.3.1 Change of name of certain streets and reserves

Ngāti Tūrangitukua considers it desirable that certain street and reserves names in the Turangi Township are changed but acknowledges that the Crown does not have the power to impose those changes. The parties note however that the Community Board has written to Ngāti Tūrangitukua on the issue. A copy of the text of the letter is set out in *Attachment 7.5* for the purposes of information only.

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7.3.2 Change of name of Admirals Reserve to Waikari Reserve

The Crown agrees that the Settlement Legislation will provide that:

- (a) the name of Admirals Recreation Reserve is to be changed to Waikari Recreation Reserve;
- (b) the change of name referred to in *clause 7.3.2 (a)* shall be deemed to have been changed pursuant to section 16 (10) of the Reserves Act 1977.

7.4 NON-BINDING COUNCIL UNDERTAKINGS

7.4.1 Recognition of *wāhi tapu*

The Crown and Ngāti Tūrangitukua note that the Council has undertaken to discuss with Ngāti Tūrangitukua ways to identify and preserve its *wāhi tapu* sites. The Council has written to Ngāti Tūrangitukua informing Ngāti Tūrangitukua that it can assist to identify and record Ngāti Tūrangitukua's *wāhi tapu* sites and can discuss ways of preserving and providing access to *wāhi tapu* sites on the Water Supply Reserve. A copy of the text of the Council's letter is set out in *Attachment 7.6* for the purposes of information only.

7.4.2 Environment Waikato proposals

Ngāti Tūrangitukua and the Crown note that Environment Waikato has written to Ngāti Tūrangitukua informing Ngāti Tūrangitukua of possible ways to address certain environmental issues which are of concern to Ngāti Tūrangitukua. A copy of the text of the letter is set out in *Attachment 7.7* for the purposes of information only.

7.5 MONITORING BY MINISTRY FOR THE ENVIRONMENT

7.5.1 Development of feedback process

The Crown agrees that it will, through the Ministry for the Environment provide an opportunity for Ngāti Tūrangitukua to give feedback on how Treaty of Waitangi obligations under the Resource Management Act 1991 are being addressed in the Turangi Township generally and in relation to the non-binding undertakings set out in the letter referred to in *clause 7.4*, the text of which are set out in *Attachments 7.6* and *7.7*.

7.5.2 Monitoring performance of councils

The Crown agrees that staff of the Ministry for the Environment will monitor annually, in accordance with the Ministry's functions under section 24 of the Resource Management Act 1991, the performance of the Council and the Regional Council in implementing the Treaty provisions in the Resource Management Act 1991 generally and in relation to the non-binding undertakings



set out in the letters referred to in *clause 7.4*, the text of which are set out in *Attachments 7.6 and 7.7*.

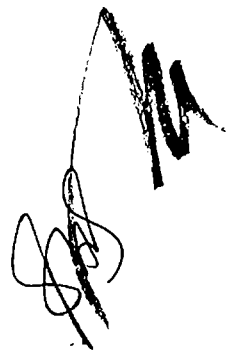
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ATTACHMENT 7.1

KUTAI STREET RESERVES

(Clause 7.2.1)

Address	Certificate of title/ Gazette Notice	Legal Description
46-52 Kutai Street	Gaz 1984, p4520	Sections 36-39, Block VI, Turangi Suburban
33-51 Kutai Street	Gazette Notice B432400.1	Sections 1 and 2, SO 37359
1-9 Tahawai Street	T472210, 458/13, T469603	Sections 1-4, Block V, Turangi Suburban



ATTACHMENT 7.2**CROWN RESERVES – CONTROLLED AND MANAGED BY COUNCIL***(Clause 7.2.2)*

Reserve name	Legal description	Vesting details	Purpose
Waipapa Reserve	2.6542 ha, Sec 77, Town of Turangi Gazette 1986, p 9	Set apart under Land Act 1948,	Recreation Reserve
Taupehi Reserve	1.6187 ha Sec 27 Town of Turangi Gazette 1954 p1402	Set apart under Land Act 1948	Recreation Reserve

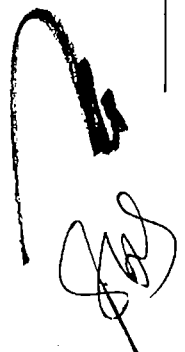


ATTACHMENT 7.3

COUNCIL RESERVES – VESTED IN OR OWNED BY THE COUNCIL

(Clause 7.2.3)

Reserve name	Legal description	Vesting details	Purpose
Turangi Park Reserve	*28.5657 ha Lot 1, DP 28845, formerly described in CT5B/401 (Wellington Registry) Gazette 1985 p 249	Vested in Council, Sec 20 & 50, Public Works Act 1981	Recreation Reserve
Part Turangi Park Reserve	*2.8657 ha, Lot 67, DP 50585, Gazette 1996 p 823, GN B509442.1	Vested in Council, Sec 20(1), Public Works Act 1981	
D Reserve	1.1253 ha, Lot 1, DP 29123, Gazette 1971, p 155	Vested in Council, Land Act 1948 & Reserves and Domains Act 1953	Recreation Reserve
E Reserve	0.8096 ha, Lot 39, DP 28407, Gazette 1971, p 155	Vested in Council, Land Act 1948 & Reserves and Domains Act 1953	Recreation Reserve
Water Supply Reserve	*13.6201 ha, Pt Waipapa 1F, Gazette 1985, p 251	Vested in Council, Sec 20 & 50, Public Works Act 1981	Waterworks
	*18.3601 ha, Pt Waipapa 1K, Gazette 1985, p 251	Vested in Council, Sec 20 & 50, Public Works Act 1981	
	*89.8781 ha, Pt Waipapa 1L, Gazette 1985, p 251	Vested in Council, Sec 20 & 50, Public Works Act 1981	



	*43.9083 ha, Pt Waipapa 1M, Gazette 1985, p 251	Vested in Council, Sec 20 & 50, Public Works Act 1981	
	*40.5621 ha, Pt Waipapa 2A2, Gazette 1985, p 251	Vested in Council, Sec 20 & 50, Public Works Act 1981	
	*8.9890 ha, Pt Waipapa 2A2B2, Gazette 1985, p 251	Vested in Council, Sec 20 & 50, Public Works Act 1981	
	*0.3827 ha, Pt Waipapa, Gazette 1985, p 251	Vested in Council, Sec 20 & 50, Public Works Act 1981	
	*0.0405 ha, Pt Waipapa Gazette 1985, p251	Vested in Council, Sec 20 & 50, Public Works Act 1981	
	*2.2207 ha, Pt Waipapa Gazette 1985, p 251	Vested in Council, Sec 20 & 50, Public Works Act 1981	
McLaren Park Reserve	*0.8087 ha, Pt Lot 34, DP 31159, Gazette 1984, p 1236	Classified as a local purpose reserve, Reserves Act 1977	Local purpose reserve (Community Buildings)
	*3.3880 ha, Lot 36, DP 28083, Gazette 1969, p 1852	Vested in Council, Land Act 1948 & Reserves and Domains Act 1953	Recreation Reserve
Kaheke Street Reserve	0.5696 ha, Lot 1, DP 30051, Gazette 1970, p 1380	Vested in Council, Land Act 1948 & Reserves and Domains Act 1953	Recreation Reserve
	1.3782 ha, Lot 8, DP 30051, Gazette 1970, p 1380		

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Fire Break Reserve	0.1083 Sec 39 Town of Turangi, Gazette 1996 p2465, B 543710.1	Vested in Council, Reserves Act 1977	Recreation Reserve
Cherry Grove Reserve	0.2492 Sec 1 Blk 1 Turangi Suburban, Gazette 1996,p2465 B543710.1	Vested in Council, Reserves Act 1977	Recreation Reserve



ATTACHMENT 7.4

CONTROL AND MANAGEMENT

Restrictions, terms and conditions on which the Council is to manage and control the Crown Reserves and Council Reserves

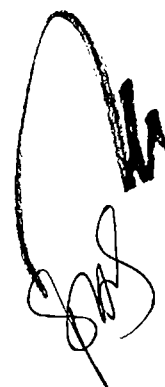
- The Council may continue to delegate all powers and obligations of control and management to a committee of the Council.
- Council to have power to:
 - (a) erect new structures, utilities and improvements (also to be vested in the Council) in, on or under the land; and
 - (b) move structures, utilities and improvements owned by the Council to a different location on the land; and
 - (c) otherwise undertake such other matters as the Council considers necessary or desirable for the purpose of managing the Reserve;
 - (d) charge for the use of facilities and lease and grant easements over any part of the Crown Reserves and the Council Reserves, and to manage expenditure and revenue relative to the Crown Reserves and Council Reserves and the structures, utilities and improvements on the land;

without first having to obtain the consent of Ngāti Tūrangitukua, provided that the Council will:

- (e) in respect of the Specified Council Reserves, inform Ngāti Tūrangitukua of any such significant matters; and
- (f) in respect of the other Council Reserves and the Crown Reserves consult with Ngāti Tūrangitukua in relation to all such significant matters and will have particular regard to its views.
- Council to exempt the land from rates for so long as it is controlled and managed as if it were a reserve.
- The content of *clauses 7.2.5(f), 7.2.6, 7.2.7 and 7.2.8* are deemed to be set out in this Attachment.

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- The Council assumes all liability and responsibility for any losses, claims or actions arising out of any act or omission of the Council, its agents, lessees, licencees or invitees which would otherwise be suffered by or taken against Ngāti Tūrangitukua as owner of the land.

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ATTACHMENT 7.5

TEXT OF LETTER FROM THE COMMUNITY BOARD

(Clause 7.3.1)

WAI 84 SETTLEMENT NEGOTIATIONS

NAMING OF COMMUNITY LOCATIONS

The Turangi/Tongariro Community Board extends an invitation to Ngati Turangitukua to attend a meeting at my Board's offices to discuss the names of various locations within our community.

The Community Board acknowledges that Ngati Turangitukua has signalled, in its Treaty settlement negotiations with the Crown, a desire to have the names of certain streets and reserves in Turangi changed to Ngati Turangitukua names.

The issue of name changes should receive due consideration by both of us, as we are all part of one community. We feel that it is important for our continuing relationship that we come together to listen to each others concerns on this matter, and discuss solutions that we can both be happy with.

Please indicate your response to this invitation and my staff will endeavour to set up a mutually acceptable date, which may, if after the elections on 10 October 1998, involve the new Turangi/Tongariro Community Board.

Yours sincerely

Cr Tim Hurley

CHAIRMAN

TURANGI/TONGARIRO COMMUNITY BOARD

A handwritten signature in black ink, appearing to be 'Tim Hurley', written over a large, dark, circular scribble or stamp.

ATTACHMENT 7.6

Text of letter from Taupo District Council

(Clause 7.5)

Re *Options available for managing sites and kaitiakitanga matters of significance to Ngati Turangitukua as tangata whenua, through RMA processes and the Taupo District Plan*

- ***Protection of waahi tapu and kaitiakitanga matters through the district plan***

It is Council's intention to establish a process through the District Plan that will ensure that cultural values of tangata whenua are accurately identified and appropriately considered when any activity is proposed within the district.

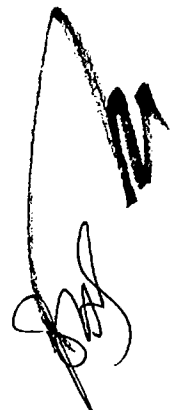
Taupo District Council has funding available for assisting tangata whenua in establishing a reference system for waahi tapu, significant sites and significant kaitiakitanga matters, within the Council's Geographic Information System. This reference system would support the district plan.

Council is in the process of establishing a research contract with one hapu within the district and would support other hapu wishing to establish a similar reference system. The current project is fairly broad in scope and geographical area and could extend to include recording the oral history and traditions of the hapu involved. This exceeds Council's information requirements, but is an opportunity to undertake a wider range of research. Because of this, Council is providing seed money and a partial funding of ongoing costs. Additional funding will be sought by the trust representing the hapu interests.

- ***Protection of the mana of the knowledge relating to waahi tapu***

The reference system need only provide enough information to ensure that the potential effects of any activity are properly assessed. The reference system needs only to provide definition of the general area that is tapu and who is to be the first point of contact for consultation. It is not necessary to have any description of why the area is tapu

Any knowledge or information imparted to council by tangata whenua would remain the property of tangata whenua. Council would retain the right to publish the information in the district plan and to provide it to the public for the purpose of applying for resource consents only.



- ***Delegation of planning powers for land held in Maori title and in the conservation estate***

The Resource Management Act enables local authorities to delegate planning powers to iwi authority. Taupo District Council has established policy that this option can be considered. There are however a number of alternative delegation options. A comprehensive delegation of planning powers for all Maori Title land, and possibly for the conservation estate to an iwi authority is possible. Simpler delegation processes include land block or hapu management plans that establish an agreed management protocol for any area or areas of land.

It needs to be noted that only a very small number of planning applications each year relate to Maori Title land. Furthermore, the new district plan will be fully effects based in accordance with the requirements of the RMA. It will be much simpler and will not be as controlling of activities as the present plan that was prepared under the Town and Country Planning Act. It will also be specific about what matters must be taken into consideration when any activity is proposed.

- ***Representation in the decision making process***

Given that the new district plan will be much simpler and the number of resource consent applications over Maori Title land relatively few in number, full delegation of planning powers may not be practical. What is important is to achieve an effective representation of tangata whenua within the planning decision making process. The most readily attainable option is for Council to establish a process where tangata whenua can nominate a commissioner with voting rights to sit on any planning hearings panel where issues significant to tangata whenua (within their rohe) are involved. This is not current Council policy but is a possibility that could be considered.

- ***Joint management of waahi tapu on council owned/administered land***

The district plan will identify management options for all significant values within the district. With regard to waahi tapu and historical and archaeological sites this could range from informing and educating land owners and the community about preserving values or Council could seek to preserve the value through seeking covenants with owners.

The Council understands that many of Ngati Turangitukua's sites of significance are on Council owned or administered land. The Council can work with the hapu to preserve Ngati Turangitukua's values on these properties. We understand that the Water Supply reserve is of particular importance to the hapu. While this has not been referred to the Turangi/Tongariro Community Board, I would expect that

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Council would be happy to discuss access and protection issues in relation to this very significant site.

- ***Consultation and the District Plan***

It is intended to consult with the entire community including tangata whenua over the functional matters such as management of water supply, sewage, roads and other physical assets, and statutory duties, and in the identification and management of natural and amenity values.

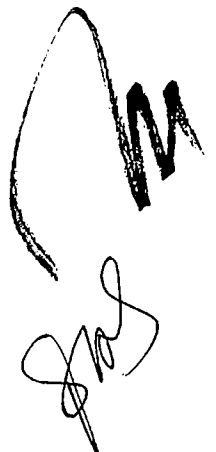
It is Council's current policy to seek to prepare a section of the plan that addresses the matters of significance to tangata whenua as kaitiaki of the District's resources.

I have had preliminary discussions with George Asher of Ngati Turangitukua regarding some of the above issues, and would welcome the opportunity to discuss these matters further. I can be contacted on (07) 377 9899, and look forward to hearing from you soon.

Yours sincerely

Ciaran Keogh

Manager, Planning and Regulatory Division

A handwritten signature in black ink, appearing to be 'C. Keogh', located in the bottom right corner of the page.

ATTACHMENT 7.7

TEXT OF LETTER FROM REGIONAL COUNCIL

NGATI TURANGITUKUA TREATY CLAIM

Environment Waikato wishes to record its willingness to work with Ngati Turangitukua to address certain environmental issues that have come to light via the recent Treaty negotiations between Ngati Turangitukua and the Crown.

Water Quality Issues

We understand that Ngati Turangitukua has concerns in respect of water quality in certain streams and waterways around Turangi. The main issues appear to be:

- general water quality issues in relation to the Hangarito and Hirangi streams and the Tokaanu river;
- possible seepage of contaminants from industrial sites into the Hangarito and Hirangi streams and the Tokaanu river; and
- possible contamination of Lake Taupo and adjacent wetlands from the oxidisation ponds.

Environment Waikato would be willing to undertake water quality sampling to determine if there are water quality problems of the type set out above. However to ensure that we obtain the maximum benefit from this sampling we need to know exactly what the water quality problems are, where the contaminated sites are thought to be and what they are contaminated with. This will have a direct impact on what we sample for and where we undertake the sampling. Therefore, we would welcome the opportunity to meet with representatives of Ngati Turangitukua to discuss the exact details of the hapu's concerns.

Care Groups

In our discussions with the Crown we have indicated that a Care/Kaitiaki group might be an appropriate way of monitoring the ongoing water quality in the Hangarito and Hirangi streams and the Tokaanu river. Care/Kaitiaki groups focus on a variety of issues (as described in the attached book) and operate most effectively when initiated by the local community. The Regional Council provides expertise to help form the Care/Kaitiaki group and to facilitate the partnership of different community interests. The Regional Council can also take



a facilitative role in the process of establishing a funding base for the Care/Kaitiaki group.

We would be happy to help in any such project to establish a Care/Kaitiaki group, but its success will depend on the enthusiasm of the community. Should you decide that such a group could be set up in this area we would be keen to assist.

Regional Plan

Environment Waikato is intending to notify its proposed Regional Plan in late September of this year. There will be a two-month period for submissions on this proposed plan. Council staff would be happy to come and discuss what is contained in this plan and how it may impact on Ngati Turangitukua. Ngati Turangitukua may wish to set out its concerns and aspirations for the wetlands and waterways in its rohe in a submission on the draft Regional plan. Any submission could be attached to the plan, and would be taken into account in the decision making process on the plan.

We would welcome the opportunity to discuss these matters, or any other questions you may have, with Ngati Turangitukua. Please contact me (ph: (07) 856 7184) at our Hamilton office to arrange a time to meet with the hapu in Turangi. I look forward to hearing from you.

Yours faithfully

David Pearks
Programme Manager – Energy

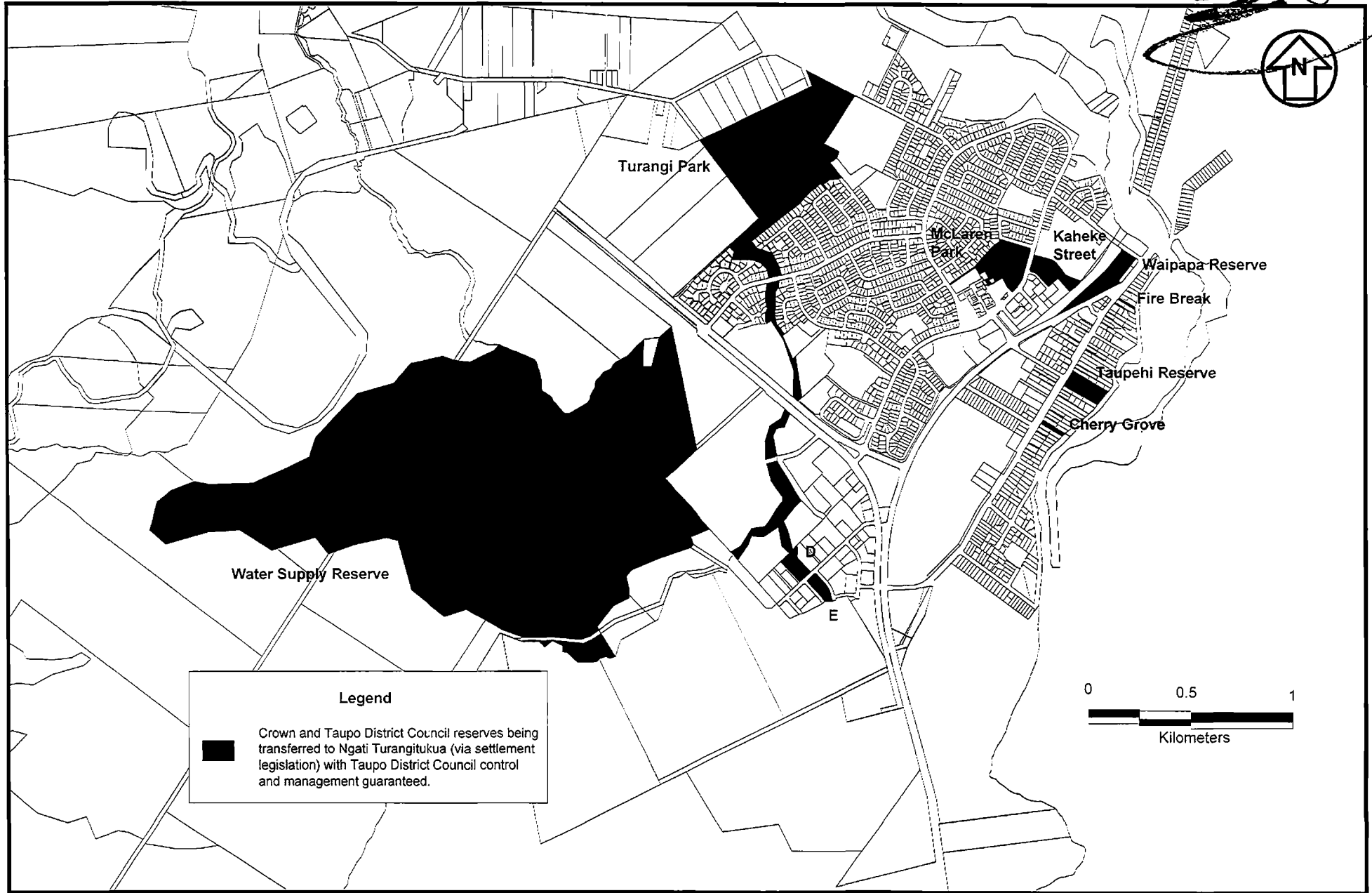


ATTACHMENT 7.8

Reserves Plan

(Clause 7.1.2)

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Crown Reserves and Taupo District Council Reserves in Turangi that are being transferred to Ngati Turangitukua



SECTION 8: ANCILLARY CLAIMS**PREAMBLE**

- A Claims have been brought against the Crown by individual members and whanau of Ngāti Tūrangitukua for injurious affection to their properties arising from the construction of the Turangi Township in the 1960's and the Tongariro Power Development scheme in the 1960's and the 1970's.
- B The claims, known as the Turangi ancillary claims, are separate from the WAI 84 Ngāti Tūrangitukua claim in relation to the Turangi Township and, by agreement, they have been dealt with, where possible, separately from the Waitangi Tribunal WAI 84 process.
- C By agreement between the Crown and ancillary claimants, Mr David Alexander, consultant historian, was appointed as investigator to identify the particulars of the ancillary claims, refer them to the appropriate Crown agencies for their response and facilitate resolution, where appropriate. Pursuant to this process, and the final report of Mr David Alexander dated 21 April 1995, some of the ancillary claims have been settled or partly settled.
- D The Crown agreed in 1996, as part of its good government responsibilities, to establish a process for resolution of the ancillary claims. Land Information New Zealand is now responsible for investigation and resolution (where possible) of 26 of the 29 claims. The Office of Treaty Settlements accepted responsibility for facilitating the investigation and resolution of the remaining 3 claims. Some of these claims have been settled pursuant to this process.
- E In the course of the negotiations, a further nine ancillary claims were identified. A finite list of 38 claims including these new claims, has been agreed to by the Crown and the ancillary claimants.
- F Although the operation of this process has been largely satisfactory, the ancillary claimants wish to follow an agreed process of resolution, compliance with which is legally enforceable. The parties have now agreed to negotiate in good faith with the intention of entering into a legally binding agreement for resolution of all the outstanding ancillary claims in a full and final manner entirely independently of the Deed of Settlement.



- G This Section sets out the process for entering into that legally binding arrangement.

8.1 DEFINITIONS

In this Section and its Attachments, unless the context requires otherwise:

Ancillary Claimant means each person listed in *Attachment 8.1*;

Ancillary Claims Deed means a binding and enforceable deed which contains the characteristics set out in *Attachment 8.2*;

Approved Ancillary Claim means each Existing Ancillary Claim for which the Crown has, by the date of the Ancillary Claims Deed, accepted Liability but which has not yet been remedied;

Crescent Reserve Claim means the Approved Ancillary Claim made by Eileen Duff and Tuatea Smallman which has always been referred to by the Crown and the relevant Ancillary Claimant as Claims 13 and 20;

Existing Ancillary Claim means each claim made or grievance stated by an Ancillary Claimant and notified to the Crown arising out of an alleged act or omission of the Crown during the construction of the Turangi Township or the Tongariro Power Development Scheme, being a finite list of 38 claims that has been agreed to by the Crown and the Ancillary Claimants;

Liability means that:

- (a) an Ancillary Claimant has suffered actual loss; or
- (b) an Ancillary Claimant's property has been damaged or its value diminished,

as a result of an act or omission of the Crown during the construction of the Turangi Township or the Tongariro Power Development Scheme;

Pending Ancillary Claim means each Existing Ancillary Claim for which the Crown has not yet formed its opinion on whether or not there is Liability;

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Rejected Ancillary Claim means each Existing Ancillary Claim for which the Crown has, by the date of the Ancillary Claims Deed, rejected Liability;

Settled Ancillary Claim means:

- (a) each Existing Ancillary Claim for which the Crown has already accepted Liability and which has already been remedied; and
- (b) each Pending Ancillary Claim and Rejected Ancillary Claim in respect of which it is agreed or otherwise determined that there is no Liability.

8.2 ANCILLARY CLAIMS DEED

8.2.1 Good faith negotiation

The Crown shall actively, in good faith and without delay, negotiate with the Ancillary Claimants to attempt to conclude the Ancillary Claims Deed, within 30 Business Days of the date of this Deed.

8.2.2 Ngāti Tūrangitukua to facilitate negotiation

Ngāti Tūrangitukua agrees to facilitate negotiations between the Crown and the Ancillary Claimants to ensure that the Ancillary Claims Deed is concluded within 30 Business Days of the date of this Deed.

8.2.3 Breach of Ancillary Claims Deed not breach of this deed

The parties acknowledge that:

- (a) provided the Crown complies with its obligations under *clause 8.2.1*, the fact that the Ancillary Claims Deed is not concluded;
- (b) provided Ngāti Tūrangitukua complies with its obligations under *clause 8.2.2*, the fact that the Ancillary Claims Deed is not concluded; or
- (c) any breach of the Ancillary Claims Deed,

does not constitute a breach of this Deed.



ANCILLARY CLAIMANTS

ATTACHMENT 8.1

ANCILLARY CLAIMANTS

(Clause 8.1)

Arthur Grace for Grace Family
Gae Chapman for Asher Family
Joyce Hoko for Hallett Family
Dulcie Gardiner for Kumeroa Family
Eileen Duff and Tuatea Smallman for Titari, Rea, Hingaia and Rangipoia families
Bill Duff for Duff Family
George Ketu for Rihia Family
John Asher and Bill Asher for Asher Family
Kahu Te Rangi for Te Rangi Family
Eileen Duff for Te Rangi Family
Joe Eru for Ngaumu Family

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CHARACTERISTICS OF ANCILLARY CLAIMS DEED

ATTACHMENT 8.2

CHARACTERISTICS OF ANCILLARY CLAIMS DEED

(Clause 8.1)

The Ancillary Claims Deed will:

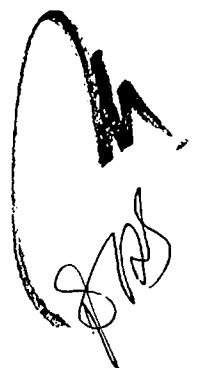
- (a) be signed by all the Ancillary Claimants;
- (b) detail in a schedule the Approved Ancillary Claims;
- (c) detail in a schedule the Pending Ancillary Claims;
- (d) detail in a schedule the Rejected Ancillary Claims;
- (e) detail in a schedule the Settled Ancillary Claims;
- (f) provide a process for the Crown and each relevant Ancillary Claimant to attempt to agree whether or not there is Liability in respect of each Pending Ancillary Claim and Rejected Ancillary Claim, with provision for a dispute resolution process, the outcome of which is legally enforceable if the Crown and the Ancillary Claimant fail to agree;
- (g) provide that each Pending Ancillary Claim and Rejected Ancillary Claim then either becomes an Approved Ancillary Claim for the purposes of (h) below or a Settled Ancillary Claim for the purposes of (k) below depending on the outcome of the process described in (f) above;
- (h) provide a process for the Crown and each relevant Ancillary Claimant to attempt to agree a resolution for each Approved Ancillary Claim, with provision for a dispute resolution process, the outcome of which is legally enforceable if the Ancillary Claimant and the Crown fail to agree;
- (i) provide that where any matter is referred to a dispute resolution process each party shall pay its own costs and share the costs of any third party involved in the process;
- (j) provide for implementation of any agreed or otherwise determined resolution and execution of a further deed by each relevant Ancillary



CHARACTERISTICS OF ANCILLARY CLAIMS DEED

Claimant upon completion of implementation acknowledging settlement of each Approved Ancillary Claim;

- (k) contain an acknowledgement that each Settled Ancillary Claim is fully and finally settled or the Crown has no Liability in respect of it;
- (l) provide that the resolution for the Crescent Reserve Claim will include an obligation by the Crown to introduce legislation which revokes the reserve status of the land subject to the Crescent Reserve Claim and vests that land free of that status in the relevant Ancillary Claimants.

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SECTION: 9 CONDITIONS AND LEGISLATION

9.1 CONDITIONAL DEED

9.1.1 Conditional on Settlement Legislation

This Deed and the Settlement is conditional on the passing of the Settlement Legislation and the coming into force of those provisions of the Settlement Legislation which are required to give effect to this Deed.

9.1.1 Certain Provisions not Conditional

Although this Deed and the Settlement are conditional on the matters specified in *clause 9.1.1*, the parties acknowledge that certain provisions of this Deed become binding on the parties upon execution of this Deed. Where any provision of this Deed says that any provision is not conditional as described in *clause 9.1.1*, the provision concerned shall be binding upon the parties unless and until termination of this Deed under *clause 9.2*, and any amount payable by one party to the other under any such provision in relation to the period prior to the date of termination shall be paid notwithstanding such termination.

9.1.2 Ngāti Tūrangitukua may waive

Ngāti Tūrangitukua may, at its sole discretion, by giving notice to the Crown, waive the condition referred to in *clause 9.1.1*, in which case that condition will be deemed to have been satisfied for the purposes of this Deed.

9.2 TERMINATION IF DEED REMAINS CONDITIONAL

If the conditions referred to in *clause 9.1.1* have not been satisfied by the date which is 6 months after the date on which the Crown complies with its obligations under *clause 9.3* (or such later date as the Crown and Ngāti Tūrangitukua may agree in writing), 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.

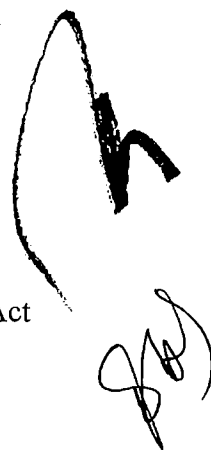
9.3 INTRODUCTION OF SETTLEMENT LEGISLATION

The Crown agrees that it will, within 12 months after the date of this Deed (or such longer period as the Crown and Ngāti Tūrangitukua may agree), propose for introduction to 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 Settlement Legislation will, without limitation:

9.3.1 provide for the settlement of the Ngāti Tūrangitukua Claims (subject to *clause 9.3.11*); and

9.3.2 contain the apology of the Crown set out in *clause 2.1*;

- 9.3.3 provide that, without limiting the acknowledgements expressed in, or any provisions of, this Deed, the settlement of the Ngāti Tūrangitukua Claims to be effected pursuant to this Deed is final, and that the Crown is released and discharged in respect of the Ngāti Tūrangitukua Claims (subject to *clause 9.3.11*); and
- 9.3.4 provide that, despite any other enactment or rule of law, as from the Settlement Date (subject to *clause 9.3.11*), no court or tribunal will have any jurisdiction to inquire or further inquire into, or to make any finding or recommendation in respect of:
- (a) any or all of the Ngāti Tūrangitukua Claims; or
 - (b) the validity of this Deed; or
 - (c) the adequacy of the benefits provided to Ngāti Tūrangitukua and others by the Crown under this Deed or the Settlement Legislation; or
 - (d) the Settlement Legislation,
- but nothing in this clause shall remove such jurisdiction in respect of the implementation or interpretation of this Deed, the Ancillary Claims Deed or the Settlement Legislation; and
- 9.3.5 include such provisions as are required to give effect to the Crown's obligations in respect of the Settlement Legislation pursuant to this Deed; and
- 9.3.6 include any other provisions required to achieve certainty, finality and durability of the Settlement and to give effect to this Deed; and
- 9.3.7 provide for the removal of the Memorials with effect from the Settlement Date; and
- 9.3.8 provide that nothing in the following statutory provisions will apply in relation to land in the Turangi Township from the Settlement Date:
- (a) Sections 8A to 8H of the Treaty of Waitangi Act 1975;
 - (b) Sections 27A to 27C of the State-Owned Enterprises Act 1986;
 - (c) Part III of the New Zealand Railways Corporation Restructuring Act



1990;

(d) The amendments made to the Treaty of Waitangi Act 1975 by Part IV of the New Zealand Railways Corporation Restructuring Act 1990;

(e) Sections 211 to 213 of the Education Act 1989;

9.3.9 provide that the Settlement is for the benefit of all Ngāti Tūrangitukua collectively, and not for the benefit of any individual or single *whānau*;

9.3.10 provide that the rule against perpetuities or any relevant provision of the Perpetuities Act 1964 will not apply to any document entered into to give effect to this Deed if the application of the rule against perpetuities or the provision of the Perpetuities Act would otherwise make the document invalid or ineffective; and

9.3.11 provide that, the provisions contemplated by *clauses 9.3.1, 9.3.3 and 9.3.4* will be modified if the Ancillary Claims Deed has not been concluded by the Settlement Date, to provide that any Existing Ancillary Claims which have not become Settled Ancillary Claims (as those terms are defined in *Section 8*) shall be excluded from the definition of the Ngāti Tūrangitukua Claims.

9.4 IF DEED DOES NOT BECOME UNCONDITIONAL

Ngāti Tūrangitukua and the Crown agree and acknowledge that:

9.4.1 some elements of the Deed Redress are not contingent on this Deed becoming unconditional; but

9.4.2 if for any reason this Deed does not become unconditional, the amount of any redress which the Crown would otherwise become obliged to provide to Ngāti Tūrangitukua to discharge the Crown's obligations in respect of any of the Ngāti Tūrangitukua Claims will be adjusted to reflect the amount or value of any redress of the kind referred to in *clause 9.4.1* which has actually been provided; and

9.4.3 the Crown may produce this Deed to any Court or tribunal considering the quantum of any redress to be provided by the Crown in relation to any of the Ngāti Tūrangitukua Claims in order to give effect to *clause 9.4.2*.



SECTION 10: TAX

10.1 DEFINITIONS AND INTERPRETATION

For the purposes of this section:

- 10.1.1 the expression “indemnity payment” means any indemnity payment made by the Crown under or for the purposes of any of *clause 10.2.7* and *clauses 10.4 to 10.6*;
- 10.1.2 references to the “payment or crediting of the Redress Amount” include a reference to the payment or crediting of any part of the Redress Amount;
- 10.1.3 the expression “GST” (where the context permits) also extends to and includes any interest or penalties payable in respect of, or on account of the late or non-payment of, any GST;
- 10.1.4 the expression “Income Tax” (where the context permits) also extends to and includes any interest or penalties payable in respect of, or on account of the late or non-payment of, any income tax;
- 10.1.5 the expression “Gift Duty” (where the context permits) also extends to and includes any interest or penalty payable in respect of, or on account of the late or non-payment of, any gift duty;
- 10.1.6 the expression “tax” includes Income Tax, GST, and Gift Duty.

10.2 DEMANDS

10.2.1 How demands are made

Demands for indemnification for tax by the Ngāti Tūrangitukua Charitable Trust in accordance with this section shall be made in accordance with the provisions of *clause 11.4* and may be made at any time, and from time to time, after the date of this Deed.

10.2.2 When demands are to be made

Except with the agreement of the Crown or where this Deed specifies otherwise, no demand for payment by way of indemnification for tax under this section 10 may be made by the Ngāti Tūrangitukua Charitable Trust more than five Business Days before the due date for payment by the Ngāti Tūrangitukua Charitable Trust

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SECTION 10: TAX

of the applicable tax (whether such date is specified in an assessment or is a date for the payment of provisional tax or otherwise).

10.2.3 Evidence to accompany demand

Each demand for indemnification by the Ngāti Tūrangitukua Charitable Trust under this Section shall be accompanied by appropriate evidence (which may be a notice, notice of proposed adjustment, assessment, a certificate issued by the Ngāti Tūrangitukua Charitable Trust and confirmed by the Ngāti Tūrangitukua Charitable Trust's tax advisers or accountants for the time being, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or tax that the Ngāti Tūrangitukua Charitable Trust claims to have suffered or incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this Deed.

10.2.4 Repayment of amount on account of tax

If payment is made by the Crown on account of tax to the Ngāti Tūrangitukua Charitable Trust or the Commissioner of Inland Revenue (for the account of the Ngāti Tūrangitukua Charitable Trust) and it is subsequently determined or held that no such tax is or was payable or properly assessed, then Ngāti Tūrangitukua covenants to procure that, to the extent that the Ngāti Tūrangitukua Charitable Trust has retained the payment made by the Crown or has been refunded the amount of that payment by the Inland Revenue Department or has had the amount of that payment credited to its account with the Inland Revenue Department, the Ngāti Tūrangitukua Charitable Trust shall repay the applicable amount to the Crown free of any set-off or counterclaim.

10.2.5 Payment of amount on account of tax

Ngāti Tūrangitukua covenants to procure that any payment made by the Crown to the Ngāti Tūrangitukua Charitable Trust on account of tax shall be paid to the Inland Revenue Department on the latter of:

- (a) the "due date" for payment of that amount to the Inland Revenue Department as provided for by the applicable tax legislation; and
- (b) the next Business Day following receipt of that payment by the Ngāti Tūrangitukua Charitable Trust from the Crown.

10.2.6 Notification of indemnification event

Ngāti Tūrangitukua and the Crown agree to notify the other as soon as reasonably

SECTION 10: TAX

possible after becoming aware of an event or occurrence in respect of which the Ngāti Tūrangitukua Charitable Trust is or may be entitled to be indemnified by the Crown for or in respect of tax under this Section.

10.2.7 Payment of costs

Without limiting any other provision in this Section, the Crown will indemnify the Ngāti Tūrangitukua Charitable Trust for any reasonable costs incurred by the Ngāti Tūrangitukua Charitable Trust in connection with any demand for indemnification made by the Ngāti Tūrangitukua Charitable Trust under or for the purposes of *clauses 10.4 to 10.6*.

10.3 STATEMENT OF AGREED TAX PRINCIPLES**10.3.1 Principles**

The Crown and Ngāti Turangitukua agree to the following:

- (a) the payment or crediting of the Redress Amount to the Ngāti Tūrangitukua Charitable Trust is not intended to be, or to give rise to, a taxable supply for GST purposes;
- (b) the payment or crediting of the Redress Amount to the Ngāti Tūrangitukua Charitable Trust is not intended to be, or to give rise to, gross income for income tax purposes;
- (c) the transfer or vesting of any property under *Sections 4 or 7* to or in the Ngāti Tūrangitukua Charitable Trust without consideration, apart from the execution and performance of this Deed by Ngāti Tūrangitukua, is not intended to be, or to give rise to, a Dutiable Gift;
- (d) the transfer or vesting of the Landcorp Property and the Leaseback Properties described in *Section 4* is, and is intended to be, a taxable supply for GST purposes, and the Ngāti Tūrangitukua Charitable Trust is liable to pay, as the acquisition price, the Transfer Value for each Leaseback Property plus GST (where applicable);
- (e) any interest paid by the Crown under any provision of this Deed is either gross income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes; and, furthermore, the receipt or payment of such interest is not subject to indemnification for tax by the Crown under this Deed;



SECTION 10: TAX

- (f) the payment of any indemnity payment by the Crown under this Deed is not intended to be, or to give rise to, a taxable supply for GST purposes or to be, or to give rise to, gross income for income tax purposes;
- (g) for the avoidance of doubt, the parties acknowledge that *clauses 10.4 to 10.7* apply only to the receipt by the Ngāti Tūrangitukua Charitable Trust of the Redress Amount or indemnity payments and do not apply to any subsequent dealings, distributions or payments by the Ngāti Tūrangitukua Charitable Trust.

10.3.2 Matters not to be implied from principles

Nothing in *clause 10.3.1* is intended to suggest or imply:

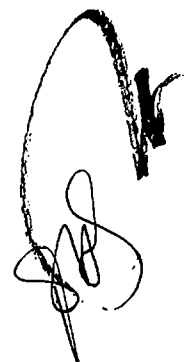
- (a) that the payment or crediting of the Redress Amount or an indemnity payment will be chargeable with GST; or
- (b) that the Ngāti Tūrangitukua Charitable Trust is not a charitable trust, or that any payment the Ngāti Tūrangitukua Charitable Trust receives or derives from the Crown under this Deed is received or derived other than exclusively for charitable purposes; or
- (c) that the Ngāti Tūrangitukua Charitable Trust derives or receives amounts, for income tax purposes, other than as exempt income; or
- (d) that Gift Duty should or can be imposed on any payment to or transaction with the Ngāti Tūrangitukua Charitable Trust.

10.4 INDEMNITY FOR GST IN RESPECT OF REDRESS AMOUNT AND INDEMNITY PAYMENTS**10.4.1 Redress amount exclusive of GST**

If and to the extent that the payment or crediting of the Redress Amount or an indemnity payment by the Crown to the Ngāti Tūrangitukua Charitable Trust is chargeable with GST, the Crown will, in addition to the payment or crediting of the Redress Amount or the indemnity payment, pay the Ngāti Tūrangitukua Charitable Trust the amount of GST payable in respect of the Redress Amount or the indemnity payment.

10.4.2 Indemnification

If and to the extent that the Redress Amount or an indemnity payment is



SECTION 10: TAX

chargeable with GST and the Crown does not, for any reason, pay the Ngāti Tūrangitukua Charitable Trust an additional amount equal to that GST at the time the Redress Amount or the indemnity payment is paid or credited, the Crown shall, on demand in writing, indemnify the Ngāti Tūrangitukua Charitable Trust for:

- (a) any GST that is or may be payable by the Ngāti Tūrangitukua Charitable Trust or for which the Ngāti Tūrangitukua Charitable Trust is liable in respect of the Redress Amount or the indemnity payment; and
- (b) any payment that may be made by the Ngāti Tūrangitukua Charitable Trust to the Inland Revenue Department as a result of the payment or crediting of the Redress Amount or the indemnity payment being chargeable with GST.

10.5 INDEMNITY FOR INCOME TAX IN RESPECT OF REDRESS AMOUNT OR INDEMNITY PAYMENTS

The Crown agrees to indemnify the Ngāti Tūrangitukua Charitable Trust on demand against any Income Tax that the Ngāti Tūrangitukua Charitable Trust is liable to pay if and to the extent that that Income Tax is attributable to the payment or crediting of the Redress Amount or an indemnity payment being treated as gross income of the Ngāti Tūrangitukua Charitable Trust for income tax purposes.

10.6 GIFT DUTY

The Crown agrees to pay, and to indemnify the Ngāti Tūrangitukua Charitable Trust against any liability that it has to pay in respect of, any Gift Duty assessed as payable by the Commissioner of Inland Revenue in respect of the transfer or vesting of property described in *Sections 4* and *7*.

10.7 DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

Where any liability arises to the Crown under *clauses 10.4* or *10.5*, the following provisions shall also apply:

- 10.7.1 If the Crown so requires and notifies the Ngāti Tūrangitukua Charitable Trust in writing of that requirement, the Crown may, instead of paying the requisite amount on account of tax, pay that amount to the Commissioner of Inland Revenue, such payment to be effected on behalf,



SECTION 10: TAX

and for the account, of the Ngāti Tūrangitukua Charitable Trust;

10.7.2 Subject to the Ngāti Tūrangitukua Charitable Trust being indemnified to its reasonable satisfaction against any cost, loss, expense, liability or tax which it may suffer, incur or be liable to pay, the Crown shall have the right, by notice in writing to the Ngāti Tūrangitukua Charitable Trust, to require the Ngāti Tūrangitukua Charitable Trust to do either or both of the following things, namely:

- (a) to take into account any right permitted by any relevant law to defer the payment of any tax; and/or
- (b) to take all steps the Crown may specify to respond to and/or contest any notice, notice of proposed adjustment or assessment for tax, where expert legal tax advice indicates that it is reasonable to do so.

10.7.3 The Crown reserves the right:

- (a) to nominate and instruct counsel on behalf of the Ngāti Tūrangitukua Charitable Trust whenever it exercises its rights under *clause 10.7.2(b)*; and
- (b) to recover from the Commissioner of Inland Revenue the amount of any non-deferrable tax paid and subsequently held to be refundable.

10.8 SPECIFIED PROPERTIES : GST

10.8.1 Definitions

In this *clause 10.8* and *clause 10.9*:

Specified Property means each property to be transferred to the Ngāti Turangitukua Charitable Trust for a cash consideration under *Section 4*;

Terms of Transfer in respect of any Specified Property, has the meaning given to it in *Section 4*, and;

Transfer Value, in respect of any Specified Property, has the meaning given to it in the *Section 4*.



SECTION 10: TAX

10.8.2 Payments are GST exclusive

The Transfer Value payable by the Ngāti Tūrangitukua Charitable Trust in respect of a Specified Property and other amounts referred to in the Terms of Transfer are not inclusive of any payment on account of GST; and the Ngāti Tūrangitukua Charitable Trust shall, subject to *clause 10.8.6*, pay the Crown an amount equal to the relevant GST in addition to the relevant Transfer Value and other amounts.

10.8.3 Crown to furnish tax invoice

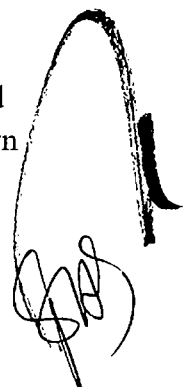
The Crown shall furnish to the Ngāti Tūrangitukua Charitable Trust a tax invoice for the GST amount payable; and the Ngāti Turangitukua Charitable Trust shall pay to the Crown such GST amount by the earlier of:

- (a) the day which is five Business Days prior to the last Business Day of the month following the month in which the tax invoice is so furnished; and
- (b) the later of:
 - (i) the date on which the Transfer Value or other amount payable by the Ngāti Tūrangitukua Charitable Trust becomes payable; and
 - (ii) the day which is five Business Days after the day on which the tax invoice is so furnished.

10.8.4 Late payment

Where any GST amount is not so paid to the Crown strictly in accordance with *clause 10.8.2* and *10.8.3*, the Ngāti Tūrangitukua Charitable Trust shall also pay to the Crown:

- (a) if the Crown has paid the GST, interest, at the interest rate imposed from time to time by the Inland Revenue Department for late payments, on the amount of GST still to be paid or reimbursed to the Crown by the Ngāti Tūrangitukua Charitable Trust. Such interest is to be payable from the later of the date on which the Crown paid the GST and the date by which the GST amount was payable by the Ngāti Tūrangitukua Charitable Trust under *clause 10.8.3* until the date on which the Ngāti Tūrangitukua Charitable Trust pays the GST amount to the Crown; and
- (b) if the Crown does not pay the GST when it falls due under the Goods and Services Tax Act 1985, any penalty or other sum levied against the Crown under the Goods and Services Tax Act 1985 by reason of late or non-



SECTION 10: TAX

payment of the GST payable in respect of the supply made under the *Section 4*. But the Ngāti Tūrangitukua Charitable Trust is not liable to pay the Crown any such sum levied against the Crown by reason of a default by the Crown after payment of the GST amount to the Crown by the Ngāti Tūrangitukua Charitable Trust.

10.8.5 Failure to mitigate not a defence

It shall not be a defence to a claim by the Crown against the Ngāti Tūrangitukua Charitable Trust for payment of the above amounts, that the Crown has failed to mitigate the Crown's loss by paying an amount of GST when it fell due under the Goods and Services Tax Act 1985.

10.8.6 Tenanted Properties

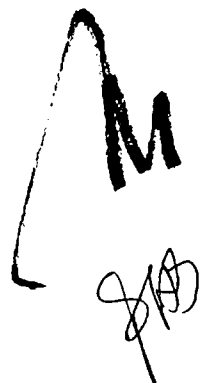
If any transfer is a transfer of a tenanted property then, unless otherwise expressly stated in the Terms of Transfer, the Crown undertakes to acknowledge in writing with the Ngāti Tūrangitukua Charitable Trust the Crown's agreement that the transfer is the supply of a going concern under *section 11(1)(c)* of the Goods and Services Tax Act 1985 on which GST is chargeable at zero per cent. If however, it subsequently transpires that GST is payable in respect of the supply then the provisions of *clauses 10.8.2 to 10.8.5* shall apply.

10.9 LOWEST PRICE CLAUSE

The Transfer Value for each Specified Property will be the lowest price that the Crown and the Ngāti Tūrangitukua Charitable Trust will agree on for the Specified Property on the basis of payment in full for the Specified Property on the date of transfer of the Specified Property, and such agreement shall be included, or deemed to be included, in the relevant Terms of Transfer for each Specified Property.

10.10 NOT CONDITIONAL

Clause 9.1.1 (which provides that this Deed is conditional on the Settlement Legislation coming into force) does not apply to *clauses 10.1 to 10.7* insofar as those clauses apply to any part of the Redress Amount which is paid or credited prior to the Settlement Date.



SECTION 11: MISCELLANEOUS MATTERS

11.1 MUTUAL ACKNOWLEDGEMENTS AND AGREEMENTS

11.1.1 Nature of Settlement

Ngāti Tūrangitukua and the Crown wish it to be recorded:

- (a) that the Settlement represents the result of negotiations conducted in good faith and in a spirit of co-operation;
- (b) that each party acknowledges the difficulty in assessing compensation for the loss and prejudice suffered by Ngāti Tūrangitukua ;
- (c) that it is not possible to, and it is acknowledged that the Settlement will not, fully compensate Ngāti Tūrangitukua for all losses and prejudice suffered;
- (d) that Ngāti Tūrangitukua , by agreeing to the Settlement, is forgoing a substantial part of the redress sought by Ngāti Tūrangitukua in respect of its claims, and that this is recognised by the Crown as a contribution to the development of New Zealand; and
- (e) that the Settlement will, however, provide Ngāti Tūrangitukua with the resources to assist it to restore its economic and social well-being,

and that, taking all matters into consideration, Ngāti Tūrangitukua and the Crown each acknowledges that the Settlement is fair, final and durable.

11.1.2 Customary and Other Rights

The parties acknowledge that:

- (a) the provision relating to the removal of the jurisdiction of the Courts, the Waitangi Tribunal and any other tribunal referred to in *clause 3.1* and *clause 9.3.3*:
 - (i) is not intended to prevent any Ngāti Tūrangitukua Claimant from pursuing claims against the Crown based on aboriginal title or customary rights which do not come within the definition of Ngāti Tūrangitukua Claims or to prevent the Crown from disputing such claims or the existence of such title or rights; but
 - (ii) is intended to prevent any Ngāti Tūrangitukua Claimant from pursuing claims against the Crown (including claims based on aboriginal title or customary rights but excluding claims made by Ancillary Claimants arising under the Ancillary Claims Deed) if such



claims come within the definition of Ngāti Tūrangitukua. Claims, such as claims having been settled in accordance with *clause 3.1*.

- (b) nothing in this Deed extinguishes any aboriginal title or customary rights that Ngāti Tūrangitukua may have or constitutes or implies any acknowledgement or acceptance by the Crown that such title or rights exist either generally or in any particular case, but this clause does not limit *clause 3.1*.

11.2 DECLARATION BY CROWN

The Crown declares that the Minister in Charge of Treaty of Waitangi Negotiations is authorised to sign this Deed on behalf of the Crown.

11.3 RATIFICATION BY, AND MANDATE OF, NGĀTI TŪRANGITUKUA

11.3.1 Ratification by Ngāti Tūrangitukua

By execution of this Deed, Ngāti Tūrangitukua confirms that the contents of this Deed were ratified by Ngāti Tūrangitukua at *hui* held on Hirangi Marae in Turangi on 5 September 1998 and 19 September 1998. The Crown confirms that it is satisfied with that ratification.

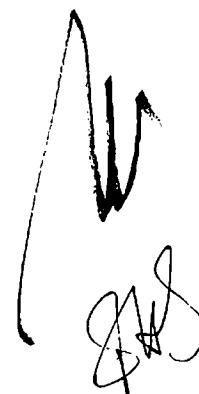
11.3.2 Mandate to sign the Deed

By the execution of this Deed, Ngāti Tūrangitukua confirms that Mahlon Kaira Nepia and Arthur Lancaster Te Takinga Grace have been given a mandate from Ngāti Tūrangitukua at a *hui* held on Hirangi Marae in Turangi on 5 September 1998 to conclude the Turangi Township claim negotiations by signing this Deed on behalf of Ngāti Tūrangitukua. The Crown confirms that it is satisfied with that mandate.

11.4 NOTICES

11.4.1 Notices to be in writing

Except as expressly provided in this Deed, 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:

A handwritten signature in black ink, consisting of a large, stylized initial 'M' followed by a smaller signature.

Crown:

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

Facsimile: 04 473 3482

Ngāti Tūrangitukua :

C/- Carrie Wainwright
Buddle Findlay
BNZ Centre
1 Willis Street
(PO Box 2694)
WELLINGTON

Facsimile: 04 499 4141

11.4.2 Delivery

Delivery may be effected by hand, by post with postage prepaid, or by facsimile.

11.4.3 Delivered Notice

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.

11.4.4 Posted Notice

A notice or other communication delivered by pre-paid post will be deemed to have been received on the 2nd Business Day after posting.

11.4.5 Facsimile Notice

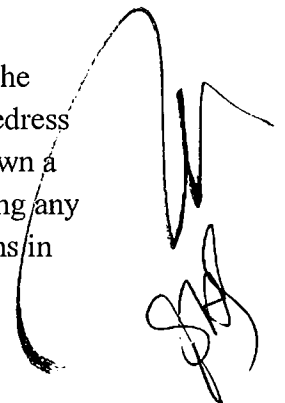
A notice or other communication sent by facsimile will be deemed to have been received on the day of transmission. However, if the date of transmission is not a Business Day or the transmission is sent after 5.00 p.m. on a Business Day then the notice or other communication will be deemed to have been given on the next Business Day after the date of transmission.

11.5 NO ASSIGNMENT

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

11.6 NGĀTI TŪRANGITUKUA CHARITABLE TRUST**11.6.1 Notices to be in writing**

The Crown may, at any time, as a condition to giving any Deed Redress to the Ngāti Tūrangitukua Charitable Trust, require as a condition of giving that redress that the Ngāti Tūrangitukua Charitable Trust execute and deliver to the Crown a Deed of Covenant in the form specified in *Attachment 11.1*. Notwithstanding any other provision of this Deed, the Crown shall be released from its obligations in



respect of any such Deed Redress until it receives that Deed of Covenant.

11.6.2 Benefit of Deed

Any provision of this Deed which creates an obligation of the Crown in favour of the Ngāti Tūrangitukua Charitable Trust may be enforced by the Ngāti Tūrangitukua Recipient under the Contracts (Privity) Act 1982.

11.6.3 Obligations of Ngāti Tūrangitukua Charitable Trust

Where this Deed imposes an obligation on the Ngāti Tūrangitukua Charitable Trust, Ngāti Tūrangitukua shall be obliged to procure that the Ngāti Tūrangitukua Charitable Trust complies with it.

11.7 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.

11.8 AMENDMENT

No amendment to this Deed will be effective unless it is in writing and signed on behalf of the parties. Any agreement of the kind referred to in *clause 1.3.16* or *clause 1.3.17* may be signed on behalf of the Crown by the Director of OTS or his or her delegate and may be signed on behalf of Ngāti Tūrangitukua by Mahlon Kaira Nepia or his delegate.

11.9 ENTIRE AGREEMENT

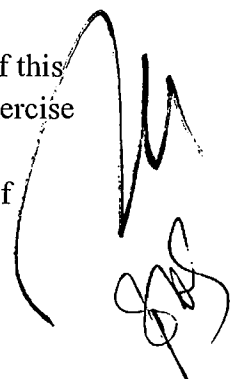
This Deed constitutes the entire agreement between the parties in relation to the matters referred to in this Deed. This Deed supersedes all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between the parties relating to such matters but not the Treaty of Waitangi itself.

11.10 ATTACHMENTS

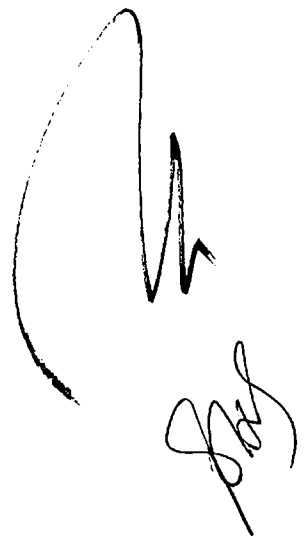
The parties acknowledge that the Attachments may contain information which is commercially sensitive and that they will endeavour to keep that information confidential.

11.11 APPOINTMENT

Ngāti Tūrangitukua appoints Mahlon Kaira Nepia or such other person or body as Mahlon Kaira Nepia (or, on his death or incapacity, the Ngāti Tūrangitukua Charitable Trustee) may, by notice to the Crown, nominate for the purpose of this clause as its agent to give and receive any notice or other communication, exercise any election or other right or enforce any right under this Deed, to waive any provision of the Deed or to agree to any amendment of this Deed on behalf of



Ngāti Tūrangitukua .

A handwritten signature in black ink, consisting of a large, stylized initial 'M' followed by a smaller, more legible signature.

DEED OF COVENANT

**ATTACHMENT 11.1
DEED OF COVENANT**

(Clause 11.6)

Date:

PARTIES

- (1) **THE NGĀTI TŪRANGITUKUA CHARITABLE TRUST** *(the Trust)*
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand *(the Crown)*

BACKGROUND

- A Pursuant to a Deed of Settlement dated [] 1998 between the Crown and Ngāti Tūrangitukua, the Crown agreed to transfer and vest certain property to and in the Trust, subject to certain terms and conditions specified in the Deed of Settlement.
- B As required by clause 11.6 of the Deed of Settlement, the Trust covenants with the Crown as set out in this Deed.

NOW THE TRUST AGREES with the Crown as follows:

1 INTERPRETATION

- 1.1 In this Deed, unless the context requires otherwise *Deed of Settlement* means the deed referred to in Recital A;
- 1.2 Terms defined in the Deed of Settlement have the same meanings in this Deed, unless the context requires otherwise.
- 1.3 The rules of interpretation set out in clause 1.3 of the Deed of Settlement apply in the interpretation of this Deed.

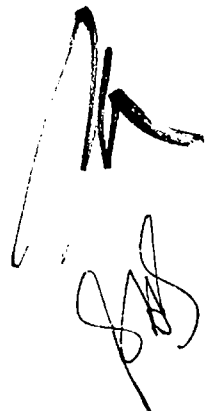
2 TRUST'S COVENANT

The Trust covenants with the Crown that the Trust will observe and perform all the obligations under the Deed of Settlement which are expressed to be performed by the Trust and will be bound by the terms of the Deed of Settlement in so far as they relate to the Trust as if the Trust had executed the Deed of Settlement.

3 NOTICES

Any notice to the Trust may be given in the same manner as is specified in the Deed of Settlement. The Trust's address for notices is: *[Details to be inserted]*

EXECUTED as a deed on the date first written above.

A large, stylized handwritten signature in black ink, appearing to be a cursive 'M' followed by a flourish and a second signature below it.

