

**HER MAJESTY THE QUEEN
in right of New Zealand**

AND

WAIKATO

DEED TO AMEND THE DEED OF SETTLEMENT

MAY 1997

AGREEMENT dated

1997

BETWEEN **HER MAJESTY THE QUEEN** in right of New Zealand acting by the
Prime Minister (“Crown”)

AND **WAIKATO** (“Waikato”)

(“the Parties”)

BACKGROUND

- A. Under a deed of settlement dated 22 May 1995 as subsequently amended in November 1995 and November 1996 (“Deed”) the Crown and Waikato agreed, amongst other things, that certain land would be transferred to Waikato on the dates specified in clause 6.1 of the Deed.
- B. Clause 6.5 of the Deed provides that the Crown and the Land Holding Trustee may vary any of the details referred to in clause 6.1 of the Deed by agreement in writing signed on behalf of the Crown and the Land Holding Trustee.
- C. The Crown and Waikato have agreed that the transfer of certain parcels of Improved Land should be effected before the dates set out in the Deed.
- D. The parties have agreed to record the terms of such agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 Except as otherwise provided in this Deed of Amendment or unless the context otherwise requires, terms defined in the Deed have the same meaning in this Deed of Amendment and the rules of interpretation set out in the Deed will apply in the interpretation of this Deed of Amendment.
- 1.2 In this Deed of Amendment:
 - (a) “**Deed**” means the Deed of Settlement referred to in Background A
 - (b) “**Property**” means each Settlement Property comprising part of a Portfolio described in Appendix 1 or each individual Settlement Property described in Appendix 2;

- (c) “**Portfolio**” means a grouping of Properties indicated in column 9 of Attachment 3 to the Deed and each individual Settlement Property described in Appendix 2;
- (d) “**Relevant Percentage**” means, in respect of any one Portfolio:
- (e) 15% in number or value of the Properties comprising the Portfolio, where that Portfolio comprises six or more separate Properties; and
- (f) 25 % in number or value of the Properties comprising the Portfolio, where that Portfolio comprises five or less separate Properties.

2. **TRANSFER OF PROPERTIES**

2.1 The Crown will transfer the Properties to the Land Holding Trustee on the revised dates specified in Appendix 1 to this Deed of Amendment.

2.2 The terms on which the Properties will be transferred will be those specified in Attachment 4 of the Deed subject to the following:

- (a) **Clause 1.8:** the possession date will be, in respect of each Property, the date specified in Appendix 1;
- (b) **Clauses 4.2 and 4.3:** shall not apply. In the event that prior to the giving and taking of possession any building or other improvement is destroyed or damaged there shall be no obligation on the Crown to reinstate or make good such damage or destruction. The purchaser shall not be entitled to cancel the agreement constituted by Attachment 4 as it affects the Property or, subject to clause 2.4, deduct any amount from the Transfer Value on settlement; and
- (c) **Clause 5.2(2):** the purchaser shall not be entitled to requisition the title of any Property on the grounds of the existence of or terms of any easements to be granted or accepted as a result of the Crown having to raise new title.

2.3 The purchaser may not refuse to settle and may not cancel the agreement constituted by Attachment 4 in respect of any Property on the grounds only that:

- (a) any breach or alleged breach of clause 6.1(g)-(k), clause 13.1(2), 13.1(3) or clause 13.2 has occurred; or
- (b) a Property which has previously been disclosed as being let is or will be vacant on the possession date; or
- (c) the identity of any tenant or terms of any tenancy are not the same as those previously disclosed to Waikato.

- 2.4 At any time not earlier than 20 working days prior to the possession date of any particular Portfolio and not later than 40 working days after the possession date the purchaser may give notice in writing to the vendor of any material difference to the state of the Portfolio due to any of the events or matters referred to in clause 2.2.2, clause 2.2.3 or clause 2.3 of this agreement, from the time the Transfer Value of that Portfolio was agreed or determined, ("Purchaser's Notice"). In this clause, material difference, shall mean any difference easily identifiable and which, if it had been in existence at the time the Transfer Value was agreed or determined, would have resulted in a diminution in the Transfer Value of the Portfolio of more than two percent.
- 2.5 Upon receipt by the vendor of the Purchaser's Notice the parties must immediately enter into discussions as to the amount of any diminution in the Transfer Value.
- 2.6 If the parties are unable to agree on the amount of diminution in the Transfer Value within 3 Working days of the date that the Crown receives the Purchaser's Notice, each party must appoint a valuer within 2 Working days to assess the amount of any diminution in the Transfer Value due to the matters set out in the Purchaser's Notice.
- 2.7 Each party shall give written notice of the appointment to the other party. If any party fails to appoint a valuer within two Working days then the valuer appointed by the other party shall determine the diminution in the Transfer Value.
- 2.8 The valuers shall determine the diminution in the Transfer Value and if they fail to agree then the determination of the diminution in the Transfer Value shall be referred for dispute resolution under clause 5.
- 2.9 Where it is agreed or determined that such diminution has occurred then, for all purposes of the Deed, the amount of such diminution shall not be deducted from the redress value or, as the case may be, shall be deemed never to have been deducted from the Redress Value.

3. DELAY IN TRANSFER OF PROPERTIES

- 3.1 **Prepossession Date Consultation:** Not later than 10 working days prior to each Portfolio possession date, the solicitors for the parties shall meet at the offices of the Waikato solicitors for the purposes of checking title documentation and identifying any problems associated with such documentation. Waikato shall identify any title documents it considers are incapable of transfer to it. Following that meeting the Crown shall provide to Waikato, a list of Properties which will be able to be transferred to Waikato on the relevant Portfolio possession date as specified in Appendix 1. For the sake of clarification, the first list provided by the Crown to Waikato shall be indicative only and the list may continue to be updated (by adding Properties) up until the relevant Portfolio possession date.

3.2 **Delay Notice:** At any time prior to a Portfolio possession date, where the Crown is unable to deliver title or to do so would materially prejudice the rights of the a third party, the Crown must give written notice (“Delay Notice”) to Waikato that in respect of each Property specified in the Delay Notice the Crown will not transfer the Property to Waikato on the Relevant Portfolio possession date.

3.3 **Value of Non-transferred Property:** A Delay Notice shall also set out the value which the Crown considers should fairly be attributed to each Property it is unable to transfer having regard to the matters that were taken into account when the Transfer Value of the Portfolio of which the Property forms part was agreed or determined. Waikato may give written notice to the Crown within 5 working days of receipt of a Delay Notice that it disagrees with the amount attributed to the Property or Properties and any dispute will be referred to dispute resolution under clause 5 of this Deed of Amendment. A balancing payment will be made when the dispute is resolved.

3.4 **Where Relevant Percentage not Exceeded - settle as to balance:** Where in respect of a Portfolio:

- (a) the Crown gives a Delay Notice; and
- (b) the number or value (as the case may be) of the Properties specified in the Delay Notice does not exceed the Relevant Percentage of the Portfolio,

then the possession date for the balance of the Properties comprising the Portfolio shall be the scheduled possession date for the Portfolio and their Transfer Value shall be the Transfer Value of the Portfolio less the amount set out in the Delay Notice or such other amount as is agreed or determined under clause 3.3.

3.5 **Ready Notice:** At any time after a scheduled possession date for a Portfolio in respect of which:

- (a) a Delay Notice has issued; and
- (b) the number or value (as the case may be) of the Properties which the Crown is not able to transfer to Waikato does not exceed the Relevant Percentage of the Portfolio,

the Crown may give to Waikato a written notice (“Ready Notice”) specifying the Properties in the Portfolio in respect of which the Crown is able to transfer to Waikato. For the avoidance of doubt, the Crown may give one or more Ready Notices in respect of any one Portfolio.

- 3.6 **Settlement of Delayed Property:** For each Property specified in a Delay Notice and subject to the provisions of clause 3.11, the possession date shall be the date 5 working days after the date the Crown gives to Waikato a Ready Notice for that Property. Each such Property will transfer at the Transfer Value allocated to it in the Delay Notice or such other amount as is agreed or determined under clause 3.3.
- 3.7 **Interest for Late Settlement:** Subject to the provisions of clause 3.8, in respect of any Property specified in a Delay Notice the Crown shall pay to Waikato interest calculated at 12% per annum on a daily basis on the Transfer Value of such Property specified in the Delay Notice or such other amount as is agreed or determined under clause 3.3 for the period from the relevant Portfolio possession date through to and including the date 5 working days after the date the Crown gives to Waikato a Ready Notice in respect of the same.

3.8 **Cancellation as to Portfolio or Property:** Where, in respect of a Portfolio:

- (a) the Crown gives a Delay Notice; and
- (b) the number or value (as the case may be) of the Properties specified in the Delay Notice exceeds the Relevant Percentage of the Portfolio; and
- (c) the Crown fails to give to Waikato a Ready Notice in respect of the Portfolio within a period of 42 working days of the relevant Portfolio possession date,

then, Waikato may, within the period of 5 working days following the date of expiry of the period referred to in paragraph (c) above, give to the Crown a written notice cancelling this Deed of Amendment in respect of either:

- (d) the whole of the relevant Portfolio; or
- (e) those Properties comprised in the relevant Portfolio which the Crown is unable to transfer to Waikato,

and in either event the following provisions shall apply:

- (f) the Transfer Value for the relevant Portfolio, or in the case of cancellation in respect of part of a Portfolio, the Transfer Value of the Properties unable to be transferred, shall not be deducted from the Redress Value;
- (g) interest payable to Waikato by the Crown (if any) under clause 3.7 shall, if paid, be repaid to the Crown and otherwise shall not be payable; and
- (h) neither the Crown nor Waikato shall have any claim against the other for loss or damages suffered by virtue of the inability to complete that part of this Deed of Amendment.

- 3.9 **Settlement following partial cancellation of a Portfolio:** Where under clause 3.8 Waikato elects to cancel this Deed of Amendment in respect of certain of the Properties within a Portfolio and not the whole of the Portfolio then, the possession date of those Properties which have not been cancelled shall be that date which is 5 working days after the date that Waikato gives to the Crown the written notice of cancellation under clause 3.8 transferred at a Transfer Value equal to the Transfer Value of the Portfolio less the amount attributed to the cancelled Properties in the Delay Notice or such other amount as is agreed or determined under clause 3.3.
- 3.10 **Possession date of Properties Cancelled under clause 3.8:** For the Properties in respect of which this Deed of Amendment is cancelled by Waikato under clause 3.8, the possession date shall revert to and be the Transfer Date provided for in the Deed and, in the case of a complete Portfolio, the Portfolio Transfer Value shall be that already determined under the Deed and in respect of any one or more Properties in a Portfolio, the Transfer Value shall be that for the Portfolio less the Transfer Value agreed or established in respect of the balance of the Property settled under clause 3.8.
- 3.11 **Possession Date where transfer delayed by more than 42 working days at Waikato's discretion:** Where, in respect of any Property a Ready Notice has issued after the expiry of 42 working days from the relevant Portfolio possession date, Waikato may settle at any time thereafter on giving not less than 5 working days notice to the Crown and in any event must not later than 30 September 1998 in respect of the Police and OTS1044 Portfolios, and 30 June 1998 in respect of all other Portfolios.

4. **REMOVAL OF A SETTLEMENT PROPERTY FROM THE DEED OF SETTLEMENT**

- 4.1 For the sake of clarification notwithstanding any other provisions of this Deed of Amendment, if the Crown determines at any time that it will not be able to transfer any individual Settlement Property contained in the Portfolios listed in Appendix 1 or Appendix 2 of this Deed of Amendment, to Waikato, as a result of any matter referred to in clauses 5 and 6 of the Deed, which prevents transfer of a Settlement Property to Waikato, then, the Crown may give written notice to Waikato that any Settlement Property is permanently withdrawn from the Deed. The withdrawal of any Property pursuant to this clause shall result in a reduction in the Transfer Value for the Portfolio to which that Property belongs for an amount agreed on between the parties, or, failing agreement, determined under clause 5 of this Deed of Amendment. In determining the percentage of the number or value of the Properties or Portfolio, as the case may be, for the purposes of clauses 3.6 and 3.7 no account will be taken of any Property withdrawn pursuant to this clause.

5. **DISPUTE RESOLUTION**

5.1 **Minimise disputes**

The parties acknowledge and declare the importance to each of them that any dispute or difference to be resolved under this clause should be avoided or minimised. Each party will actively, openly and in good faith discuss such dispute or difference with a view to a speedy resolution. The matter will be referred to a representative for the Crown and a representative for Waikato who shall endeavour to resolve such dispute by negotiations and discussion.

5.2 **Initiating Resolution**

If a dispute fails to be resolved within 14 days of referral by direct negotiation or discussion either party may require resolution of the dispute by an expert by giving written notice to the other party.

5.3 **Appointment of Expert**

The party who initiates the resolution procedures must appoint an expert when giving written notice to the other party. The party receiving such notice shall have three working days within which to notify the other party if it does not agree to the expert appointed by the other party. If the party receiving a notice fails to give notice to the party within such 3 working days then the expert appointed by the other party shall determine the matter in dispute and such determination shall be binding on both parties. In the event that the parties are unable to agree upon an expert then either party may request the President of the Institute of Valuers to appoint a registered valuer to resolve the dispute.

5.4 **Parties to continue meeting their obligations**

Pending resolution of a dispute the parties must nevertheless continue to meet their respective obligations under this agreement as if no dispute had arisen.

6. **ENCUMBRANCE FOR SUBSIDENCE PROPERTIES**

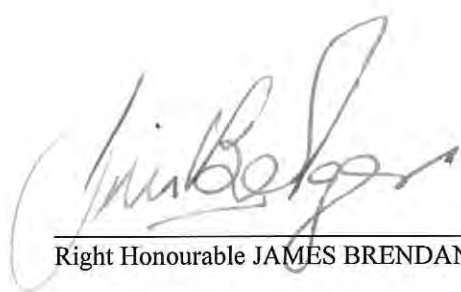
Waikato acknowledges that those properties identified as being located in the Crown's approved Huntly East Land Subsidence Police area, will on settlement, be subject to an encumbrance in the form attached to this Deed of Amendment as Appendix 3.

7. **CONFIRMATION OF DEED**

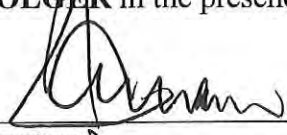
Except to the extent to which the terms are varied by this Deed of Amendment the covenants, terms and conditions expressed and implied in the Deed shall continue in full force.

EXECUTION

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



Right Honourable JAMES BRENDAN BOLGER



Signature

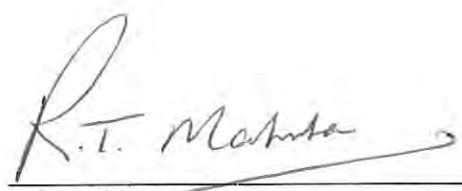


Witness

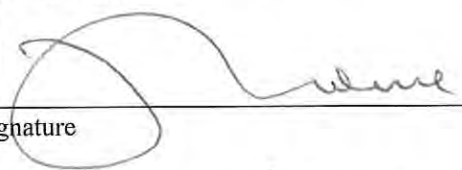


Address

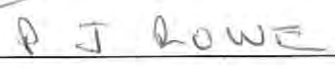
SIGNED for and on behalf of)
WAIKATO by **ROBERT TE**)
KOTAHU MAHUTA in the)
presence of:)



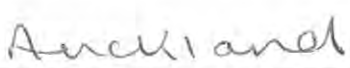
Robert Mahuta



Signature



Witness



Address

APPENDIX 1



RUDD WATTS & STONE
BARRISTERS & SOLICITORS

Portfolio Reference	Owner	Settlement Date
NZED 1	LINZ (agent)	27 June 1997
ECNZ 2	OTS	23 July 1997
ECNZ 2B	ECNZ	23 July 1997
TPK1	LINZ (agent)	29 August 1997
TPK2	LINZ (agent)	29 August 1997
ECNZ 1A	OTS	25 September 1997
ECNZ 1B	ECNZ	25 September 1997
ECNZ 1	OTS	25 September 1997
CD1(excluding OTS1044)	LINZ	31 October 1997
EDU 1	Ministry of Education	28 November 1997
EDU 2	Ministry of Education	28 November 1997
CYPS 1	CYPS	27 February 1998
CSURPLUS 1	Commerce/Solid	24 April 1998
CSURPLUS 2	Commerce/Solid	24 April 1998
.OTS 1044	LINZ	26 June 1998
POLICE	Police	26 June 1998
POL/11	Police	26 June 1998
POL/12	Police	26 June 1998
POL/13	Police	26 June 1998
POL/14	Police	26 June 1998
POL/15	Police	26 June 1998
POL/16	Police	26 June 1998
POL/17	Police	26 June 1998
POL/18	Police	26 June 1998
POL/19	Police	26 June 1998
POL/20	Police	26 June 1998
POL/22	Police	26 June 1998
POL/23	Police	26 June 1998
POL/24	Police	26 June 1998

APPENDIX II



RUDD WATTS & STONE
BARRISTERS & SOLICITORS

Attachment 3: Improved Land

Deed Of Settlement

Property Detail	1	2	3	4	5	6	7	8	9
		Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
386 51B/334	6 Magee Pl	1/4	1C	NZED					NZED1
387 44A/978	59 Fifth Ave	1/4	1C	NZED					NZED1
388 44A/979	61 Fifth Ave	1/4	1C	NZED					NZED1
389 44A/982	67 Fifth Ave	1/4	1C	NZED					NZED1
390 44A/983	69 Fifth Ave	1/4	1C	NZED					NZED1
391 44A/984	71 Fifth Ave	1/4	1C	NZED					NZED1
392 24B/753	9 Baker St	1/4	1C	NZED					NZED1
393 24B/751	13 Baker St	1/4	1C	NZED					NZED1
394 24B/770	25 Baker St	1/4	1C	NZED					NZED1
395 24B/769	27 Baker St	1/4	1C	NZED					NZED1
396 24B/737	37 Baker St	1/4	1C	NZED					NZED1
397 24B/735	41 Baker St	1/4	1C	NZED					NZED1
398 24B/716	3 Bond Pl	1/4	1C	NZED					NZED1
399 24B/718	7 Bond Pl	1/4	1C	NZED					NZED1
400 24B/792	6 Meyer Pl	1/4	1C	NZED					NZED1
401 24B/743	44 Paki St	1/4	1C	NZED					NZED1
402 24B/787	4 Caesar Roose Pl	1/4	1C	NZED					NZED1
403 24B/761	5 Caesar Roose Pl	1/4	1C	NZED					NZED1
404 24B/789	8 Caesar Roose Pl	1/4	1C	NZED					NZED1
405 24B/806	22 Caesar Roose Pl	1/4	1C	NZED					NZED1
406 24B/819	35 Caesar Roose Pl	1/4	1C	NZED					NZED1
407 24B/817	39 Caesar Roose Pl	1/4	1C	NZED					NZED1
408 26A/288	11 Davis Pl	1/4	1C	NZED					NZED1
409 32A/526	16 Davis Pl	1/4	1C	NZED					NZED1
410 26A/319	31 McDiarmid Cres	1/4	1C	NZED					NZED1

Attachment 3: Improved Land

Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
411 26A/325	1/4	1C	NZED					NZED1
	0.0705							
	Lot 86 DPS 27895							
	Huntly							
	34 McDiarmid Cres							

Attachment 3: Improved Land

Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
755 42D/986	1/3	1C	ECNZ					ECNZ 2
756 42D/987	1/3	1C	ECNZ					ECNZ 2
757 42D/988	1/3	1C	ECNZ					ECNZ 2
758 44A/126	1/3	1C	ECNZ					ECNZ 2
759 44A/127	1/3	1C	ECNZ					ECNZ 2
760 43A/66	1/3	1C	ECNZ					ECNZ 2
761 43A/67	1/3	1C	ECNZ					ECNZ 2
762 43A/68	1/3	1C	ECNZ					ECNZ 2
764 44A/67	1/3	1C	ECNZ					ECNZ 2
765 44A/68	1/3	1C	ECNZ					ECNZ 2
766 44A/69	1/3	1C	ECNZ					ECNZ 2
767 42D/991	1/3	1C	ECNZ					ECNZ 2
768 44A/37	1/3	1C	ECNZ					ECNZ 2
769 44A/38	1/3	1C	ECNZ					ECNZ 2
770 44A/39	1/3	1C	ECNZ					ECNZ 2
771 44A/41	1/3	1C	ECNZ					ECNZ 2
772 44A/42	1/3	1C	ECNZ					ECNZ 2
773 44A/43	1/3	1C	ECNZ					ECNZ 2
774 44A/44	1/3	1C	ECNZ					ECNZ 2
775 43A/69	1/3	1C	ECNZ					ECNZ 2
776 43A/196	1/3	1C	ECNZ					ECNZ 2
777 43A/193	1/3	1C	ECNZ					ECNZ 2
778 43A/73	1/3	1C	ECNZ					ECNZ 2
779 43A/96	1/3	1C	ECNZ					ECNZ 2
781 43A/201	1/3	1C	ECNZ					ECNZ 2

Attachment 3: Improved Land

Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
782 43A/200	1/3	1C	ECNZ					ECNZ 2
783 44A/122	1/3	1C	ECNZ					ECNZ 2
784 44A/123	1/3	1C	ECNZ					ECNZ 2
785 44A/125	1/3	1C	ECNZ					ECNZ 2
786 44A/144	1/3	1C	ECNZ					ECNZ 2
787 44A/145	1/3	1C	ECNZ					ECNZ 2
788 44A/124	1/3	1C	ECNZ					ECNZ 2
789 44A/199	1/3	1C	ECNZ					ECNZ 2
790 43A/204	1/3	1C	ECNZ					ECNZ 2
791 42D/992	1/3	1C	ECNZ					ECNZ 2
792 42D/993	1/3	1C	ECNZ					ECNZ 2
793 43A/55	1/3	1C	ECNZ					ECNZ 2
794 42D/994	1/3	1C	ECNZ					ECNZ 2
795 42D/995	1/3	1C	ECNZ					ECNZ 2
796 42D/997	1/3	1C	ECNZ					ECNZ 2
797 43A/198	1/3	1C	ECNZ					ECNZ 2
798 43A/199	1/3	1C	ECNZ					ECNZ 2
799 43A/346	1/3	1C	ECNZ					ECNZ 2
800 43A/345	1/3	1C	ECNZ					ECNZ 2
801 43A/344	1/3	1C	ECNZ					ECNZ 2
802 43A/343	1/3	1C	ECNZ					ECNZ 2
803 n/a	1/3	1C	ECNZ					ECNZ 2
804 43A/341	1/3	1C	ECNZ					ECNZ 2
805 43A/340	1/3	1C	ECNZ					ECNZ 2
806 43A/339	1/3	1C	ECNZ					ECNZ 2
807 43A/91	1/3	1C	ECNZ					ECNZ 2
808 43A/92	1/3	1C	ECNZ					ECNZ 2
809 43A/93	1/3	1C	ECNZ					ECNZ 2
810 43A/94	1/3	1C	ECNZ					ECNZ 2

Attachment 3: Improved Land

Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
812 43A/175	1/3	1C	ECNZ					ECNZ 2
813 43A/95	1/3	1C	ECNZ					ECNZ 2
814 44A/64	1/3	1C	ECNZ					ECNZ 2
815 44A/97	1/3	1C	ECNZ					ECNZ 2
816 44A/133	1/3	1C	ECNZ					ECNZ 2
817 44A/98	1/3	1C	ECNZ					ECNZ 2
818 44A/134	1/3	1C	ECNZ					ECNZ 2
819 43A/69	1/3	1C	ECNZ					ECNZ 2
820 44A/135	1/3	1C	ECNZ					ECNZ 2
821 43A/70	1/3	1C	ECNZ					ECNZ 2
822 43A/74	1/3	1C	ECNZ					ECNZ 2
823 44A/136	1/3	1C	ECNZ					ECNZ 2
824 43A/56	1/3	1C	ECNZ					ECNZ 2
827 44A/138	1/3	1C	ECNZ					ECNZ 2
828 n/a								
829 43A/191	1/3	1C	ECNZ					ECNZ 2
830 43A/56	1/3	1C	ECNZ					ECNZ 2
831 43A/64	1/3	1C	ECNZ					ECNZ 2
833 44A/121	1/3	1C	ECNZ					ECNZ 2
834 43A/59	1/3	1C	ECNZ					ECNZ 2
835 43A/57	1/3	1C	ECNZ					ECNZ 2
836 43A/60	1/3	1C	ECNZ					ECNZ 2
837 43A/202	1/3	1C	ECNZ					ECNZ 2
838 43A/203	1/3	1C	ECNZ					ECNZ 2
839 43A/58	1/3	1C	ECNZ					ECNZ 2
840 44A/142	1/3	1C	ECNZ					ECNZ 2
841 43A/53	1/3	1C	ECNZ					ECNZ 2
842 44A/143	1/3	1C	ECNZ					ECNZ 2
843 44A/130	1/3	1C	ECNZ					ECNZ 2

Attachment 3: Improved Land

Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
873 43A/316	1/3	1C	ECNZ					ECNZ 2
874 43A/83	1/3	1C	ECNZ					ECNZ 2
875 43A/314	1/3	1C	ECNZ					ECNZ 2
876 43A/178	1/3	1C	ECNZ					ECNZ 2
877 43A/84	1/3	1C	ECNZ					ECNZ 2
878 43A/179	1/3	1C	ECNZ					ECNZ 2
879 43A/180	1/3	1C	ECNZ					ECNZ 2
880 43A/181	1/3	1C	ECNZ					ECNZ 2

Attachment 3: Improved Land

Deed Of Settlement

Property Detail	1	2	3	4	5	6	7	8	9
	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio	
573 77A/488	3/4	1A	Te Puni Kokiri						TPK1
574 66B/362	3/4	1A	Te Puni Kokiri						TPK1
575 66B/363	3/4	1A	Te Puni Kokiri						TPK1
576 66B/364	3/4	1A	Te Puni Kokiri						TPK1
577 66B/365	3/4	1A	Te Puni Kokiri						TPK1
590 42C/664	3/4	1A	Te Puni Kokiri						TPK1
591 42C/665	3/4	1A	Te Puni Kokiri						TPK1
592 42C/666	3/4	1A	Te Puni Kokiri						TPK1
593 42C/667	3/4	1A	Te Puni Kokiri						TPK1
594 42C/668	3/4	1A	Te Puni Kokiri						TPK1
595 42C/669	3/4	1A	Te Puni Kokiri						TPK1
596 42C/670	3/4	1A	Te Puni Kokiri						TPK1
597 42C/671	3/4	1A	Te Puni Kokiri						TPK1
599 6C/227	3/4	1A	Te Puni Kokiri						TPK1
600 9B/496	3/4	1A	Te Puni Kokiri						TPK1
601 9B/497	3/4	1A	Te Puni Kokiri						TPK1
602 9B/498	3/4	1A	Te Puni Kokiri						TPK1
603 9B/499	3/4	1A	Te Puni Kokiri						TPK1

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Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
✓ 578 34C/552	0.08	1C	Te Puni Kokiri					TPK2
✓ 579 34C/553	0.08	1C	Te Puni Kokiri					TPK2
✓ 580 51A/1000	0.0976	1C	Te Puni Kokiri					TPK2
✓ 581 51A/999	0.0923	1C	Te Puni Kokiri					TPK2
✓ 582 51B/499	0.0939	1C	Te Puni Kokiri					TPK2
✓ 583 50B/113	0.0582	1C	Te Puni Kokiri					TPK2
✓ 584 51A/198	0.0451	1C	Te Puni Kokiri					TPK2
✓ 585 50D/789	0.049	1C	Te Puni Kokiri					TPK2
✓ 586 27C/1032	0.109	1C	Te Puni Kokiri					TPK2
✓ 587 27C/1033	0.1586	1C	Te Puni Kokiri					TPK2
✓ 588 38A/395	0.0777	1C	Te Puni Kokiri					TPK2
✓ 589 38A/387	0.0612	1C	Te Puni Kokiri					TPK2
✓ 598 25D/892	0.104	1C	Te Puni Kokiri					TPK2
✓ 604 41D/411	0.0655	1C	Te Puni Kokiri					TPK2
✓ 605 41D/411	0.0648	1C	Te Puni Kokiri					TPK2
✓ 606 41D/449	0.0704	1C	Te Puni Kokiri					TPK2

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Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfollo
716 248/756	4/5	1C	ECNZ					ECNZ 1a
717 248/741	4/5	1C	ECNZ					ECNZ 1a
718 248/714	4/5	1C	ECNZ					ECNZ 1a
719 248/715	4/5	1C	ECNZ					ECNZ 1a
720 488/30	4/5	1C	ECNZ					ECNZ 1a
726 248/831	4/5	1C	ECNZ					ECNZ 1a
727 488/28	4/5	1C	ECNZ					ECNZ 1a
731 24A/232	4/5	1C	ECNZ					ECNZ 1a
732 26A/305	4/5	1C	ECNZ					ECNZ 1a
733 26A/306	4/5	1C	ECNZ					ECNZ 1a
743 48A/920	4/5	1C	ECNZ					ECNZ 1a
744 248/800	4/5	1C	ECNZ					ECNZ 1a
745 248/798	4/5	1C	ECNZ					ECNZ 1a
746 488/29	4/5	1C	ECNZ					ECNZ 1a
752 24A/225	4/5	1C	ECNZ					ECNZ 1a

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Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
1073 26A/298	0	4/5	ECNZ - additional houses					ECNZ 1B
1074 24A/237	0	4/5	ECNZ - additional houses					ECNZ 1B
1075 51D/472	0	4/5	ECNZ - additional houses					ECNZ 1B
1076 26A/237	0	4/5	ECNZ - additional houses					ECNZ 1B
1077 21B/1268	0	4/5	ECNZ - additional houses					ECNZ 1B

Attachment 3: Improved Land

Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
721 27B/28	4/5	1C	ECNZ					ECNZ 1
722 27B/16	4/5	1C	ECNZ					ECNZ 1
723 27B/15	4/5	1C	ECNZ					ECNZ 1
724 27B/14	4/5	1C	ECNZ					ECNZ 1
725 27B/13	4/5	1C	ECNZ					ECNZ 1
728 48B/65	4/5	1C	ECNZ					ECNZ 1
729 27B/3	4/5	1C	ECNZ					ECNZ 1
730 33C/68	4/5	1C	ECNZ					ECNZ 1
734 21B/1260	4/5	1C	ECNZ					ECNZ 1
735 21B/1261	4/5	1C	ECNZ					ECNZ 1
736 21B/1274	4/5	1C	ECNZ					ECNZ 1
737 21B/1304	4/5	1C	ECNZ					ECNZ 1
738 21B/1314	4/5	1C	ECNZ					ECNZ 1
739 24B/729	4/5	1C	ECNZ					ECNZ 1
740 23B/692	4/5	1C	ECNZ					ECNZ 1
741 24B/698	4/5	1C	ECNZ					ECNZ 1
742 24B/695	4/5	1C	ECNZ					ECNZ 1
747 48B/52	4/5	1C	ECNZ					ECNZ 1
748 25A/1313	4/5	1C	ECNZ					ECNZ 1
749 25A/1286	4/5	1C	ECNZ					ECNZ 1
750 27B/42	4/5	1C	ECNZ					ECNZ 1
751 44A/689	4/5	1C	ECNZ					ECNZ 1

Attachment 3: Improved Land

Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basls	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
1016								
1017								
1018								
1019								
1020								
1021								
1022								
1023								
1024								
1025								
1026								
1027								
1028								
1029								
1030								
1031								
1032								
1033								
1034								
1035								
1036								
1037								
1038								
1039								
1040								

Attachment 3: Improved Land

Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
1041	0.0867	1D	Crown - DOSLI					CD1
1042	0.0964	1D	Crown - DOSLI					CD1
1043	0	1D	Crown - DOSLI					CD1
1044	2.2925	1D	Crown - DOSLI					CD1
1045	0.0968	1D	Crown - DOSLI					CD1
1046	0.074	1D	Crown - DOSLI					CD1
1047	0.0684	1D	Crown - DOSLI					CD1
1048	0.1141	1D	Crown - DOSLI					CD1
1049	0.0807	1D	Crown - DOSLI					CD1
1050	0.1012	1D	Crown - DOSLI					CD1
1051	0.0801	1D	Crown - DOSLI					CD1
1052	0.1011	1D	Crown - DOSLI					CD1
1053	0.0774	1D	Crown - DOSLI					CD1
1054	0.0916	1D	Crown - DOSLI					CD1
1055	0.086	1D	Crown - DOSLI					CD1
1056	0.1083	1D	Crown - DOSLI					CD1
1057	0.1019	1D	Crown - DOSLI					CD1
1058	0.094	1D	Crown - DOSLI					CD1
1059	0.1127	1D	Crown - DOSLI					CD1
1060	0.1012	1D	Crown - DOSLI					CD1
1061	0.1011	1D	Crown - DOSLI					CD1
1062	0.0684	1D	Crown - DOSLI					CD1
1475	0.0717	1D	Crown - DOSLI					CD1
1476	0.1042	1D	Crown - DOSLI					CD1
1477	0.0995	1D	Crown - DOSLI					CD1
1478	0.0668	1D	Crown - DOSLI					CD1
1479	0.1303	1D	Crown - DOSLI					CD1

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Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
15 53A/194	4/4	1C	Education					EDU 1
19 53B/815	4/4	1C	Education					EDU 1
20 51D/694	4/4	1C	Education					EDU 1
21 50D/785	4/4	1C	Education					EDU 1
22 51D/418	4/4	1C	Education					EDU 1
23 43A/357	4/4	1C	Education					EDU 1
24 43A/357	0	1C	Education					EDU 1
25 43A/326	4/4	1C	Education					EDU 1
26 43A/65	4/4	1C	Education					EDU 1
27 89C/752	4/4	1C	Education					EDU 1
28 89C/746	4/4	1C	Education					EDU 1
29 91D/241	4/4	1C	Education					EDU 1
30 89C/749	4/4	1C	Education					EDU 1
31 87A/268	4/4	1C	Education					EDU 1
32 89C/750	4/4	1C	Education					EDU 1
36 94A/638	4/4	1C	Education					EDU 1
1137	4/4	1C	Education					EDU 1

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Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
33 91D/346	3/4	1A	Education					EDU 2
34 90D/397, NZ Gaz. 1992 p4325	3/4	1A	Education					EDU 2
35 91D/278	3/4	1A	Education					EDU 2
1127 89C/834	3/4	1A	Education					EDU 2

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Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trifur Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
300 667210	3/3	1C	Childrens & Young People					CYPS 1
301 90531	3/3	1C	Childrens & Young People					CYPS 1
303 47C/332	3/3	1C	Childrens & Young People					CYPS 1
304 48C/479	3/3	1C	Childrens & Young People					CYPS 1

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Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
1304 25C/607	4/5	1D	Crown - Coalcorp					CSURPLUS1
1306 Gaz74-1120	4/5	1D	Crown - Coalcorp					CSURPLUS1
1315 27B/9	4/5	1D	Crown - Coalcorp					CSURPLUS1
1316 27B/10	4/5	1D	Crown - Coalcorp					CSURPLUS1
1317 27B/27	4/5	1D	Crown - Coalcorp					CSURPLUS1
1318 27B/32	4/5	1D	Crown - Coalcorp					CSURPLUS1
1319 29A/433	4/5	1D	Crown - Coalcorp					CSURPLUS1
1327 43B/654	4/5	1D	Crown - Coalcorp					CSURPLUS1
1328 27B/5	4/5	1D	Crown - Coalcorp					CSURPLUS1
1329 33B/342	4/5	1D	Crown - Coalcorp					CSURPLUS1
1330 33C/70	4/5	1D	Crown - Coalcorp					CSURPLUS1
1373 42C/371	4/5	1D	Crown - Coalcorp					CSURPLUS1
1374 21B/1272	4/5	1D	Crown - Coalcorp					CSURPLUS1
1375 21B/1297	4/5	1D	Crown - Coalcorp					CSURPLUS1
1376 21B/1303	4/5	1D	Crown - Coalcorp					CSURPLUS1
1392 42C/29	4/5	1D	Crown - Coalcorp					CSURPLUS1
1432 42B/446	4/5	1D	Crown - Coalcorp					CSURPLUS1
1433 25C/635	4/5	1D	Crown - Coalcorp					CSURPLUS1
1434 42D/691	4/5	1D	Crown - Coalcorp					CSURPLUS1
1435 42B/945	4/5	1D	Crown - Coalcorp					CSURPLUS1
1436 25A/1293	4/5	1D	Crown - Coalcorp					CSURPLUS1
1437 25A/1305	4/5	1D	Crown - Coalcorp					CSURPLUS1
1438 42D/692	4/5	1D	Crown - Coalcorp					CSURPLUS1

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Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Tfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
1439 44A/676	81 Rosser St, Dwelling	0.1072	1D Crown - Coalcorp					CSURPLUS1
1440 42D/273	93 Rosser St, Section	0.0906	1D Crown - Coalcorp					CSURPLUS1
1441 37B/578	99 Rosser St, Section	0.0754	1D Crown - Coalcorp					CSURPLUS1
1442 32A/463	114 Rosser St, Dwelling	0.1384	1D Crown - Coalcorp					CSURPLUS1
1443 43B/271	116 Rosser St, Dwelling	0.1656	1D Crown - Coalcorp					CSURPLUS1
1444 25A/1318	Rosser St, Land	0.2123	1D Crown - Coalcorp					CSURPLUS1
1445 42B/940	23 Russell Rd, Dwelling	0.1012	1D Crown - Coalcorp					CSURPLUS1
1446 55B/286	37 Russell Rd, Dwelling	0.1012	1D Crown - Coalcorp					CSURPLUS1
1447 42C/5	57 Russell Rd, Dwelling	0.0994	1D Crown - Coalcorp					CSURPLUS1
1448 42B/949	68 Russell Rd, Dwelling	0.1062	1D Crown - Coalcorp					CSURPLUS1
1449 42C/366	76 Russell Rd, Dwelling	0.1363	1D Crown - Coalcorp					CSURPLUS1
1450 42C/370	77 Russell Rd, Dwelling	0.1012	1D Crown - Coalcorp					CSURPLUS1
1451 110B/194	79 Russell Rd, Dwelling	0.1012	1D Crown - Coalcorp					CSURPLUS1
1452 42B/938	82 Russell Rd, Dwelling	0.1014	1D Crown - Coalcorp					CSURPLUS1
1453 6D/2	94 Russell Rd, Dwelling	0.1012	1D Crown - Coalcorp					CSURPLUS1
1454 42C/149	111 Russell Rd, Section	0.0809	1D Crown - Coalcorp					CSURPLUS1
1455 32A/613	116 Russell Rd, Section	0.1323	1D Crown - Coalcorp					CSURPLUS1
1456 42B/445	119 Russell Rd, Dwelling	0.0809	1D Crown - Coalcorp					CSURPLUS1
1457 13B/1020	120 Russell Rd, Section	0.1012	1D Crown - Coalcorp					CSURPLUS1
1458 42B/989	124 Russell Rd, Dwelling	0.1012	1D Crown - Coalcorp					CSURPLUS1
1465 42B/934	5 Stirling Pl, Dwelling	0.1148	1D Crown - Coalcorp					CSURPLUS1

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Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
1305 42C/30	4/5	1A	Crown - Coalcorp					CSURPLUS2
1307 24B/711	4/5	1A	Crown - Coalcorp					CSURPLUS2
1308 24B/738	4/5	1A	Crown - Coalcorp					CSURPLUS2
1309 42C/915	4/5	1A	Crown - Coalcorp					CSURPLUS2
1310 42C/304	4/5	1A	Crown - Coalcorp					CSURPLUS2
1311 42C/16	4/5	1A	Crown - Coalcorp					CSURPLUS2
1312 42C/602	4/5	1A	Crown - Coalcorp					CSURPLUS2
1313 42C/299	4/5	1A	Crown - Coalcorp					CSURPLUS2
1314 24B/713	4/5	1A	Crown - Coalcorp					CSURPLUS2
1320 42C/285	4/5	1A	Crown - Coalcorp					CSURPLUS2
1321 24B/829	4/5	1A	Crown - Coalcorp					CSURPLUS2
1322 24B/826	4/5	1A	Crown - Coalcorp					CSURPLUS2
1323 24B/825	4/5	1A	Crown - Coalcorp					CSURPLUS2
1324 24B/808	4/5	1A	Crown - Coalcorp					CSURPLUS2
1325 24B/816	4/5	1A	Crown - Coalcorp					CSURPLUS2
1326 24B/815	4/5	1A	Crown - Coalcorp					CSURPLUS2
1331 42D/463	4/5	1A	Crown - Coalcorp					CSURPLUS2
1332 42D/464	4/5	1A	Crown - Coalcorp					CSURPLUS2
1333 42C/737	4/5	1A	Crown - Coalcorp					CSURPLUS2
1334 43C/544	4/5	1A	Crown - Coalcorp					CSURPLUS2
1335 42C/744	4/5	1A	Crown - Coalcorp					CSURPLUS2

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Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
1336 43C/544	4/5	1A	Crown - Coalcorp					CSURPLUS2
1337- 43C/544	4/5	1A	Crown - Coalcorp					CSURPLUS2
1338 43C/544	4/5	1A	Crown - Coalcorp					CSURPLUS2
1339 42D/172	4/5	1A	Crown - Coalcorp					CSURPLUS2
1340 949/161	4/5	1A	Crown - Coalcorp					CSURPLUS2
1341 24A/954	4/5	1A	Crown - Coalcorp					CSURPLUS2
1342 24A/929	4/5	1A	Crown - Coalcorp					CSURPLUS2
1343 42D/272	4/5	1A	Crown - Coalcorp					CSURPLUS2
1344 43D/241	4/5	1A	Crown - Coalcorp					CSURPLUS2
1345 43D/231	4/5	1A	Crown - Coalcorp					CSURPLUS2
1346 43D/232	4/5	1A	Crown - Coalcorp					CSURPLUS2
1347 43D/234	4/5	1A	Crown - Coalcorp					CSURPLUS2
1348 43D/243	4/5	1A	Crown - Coalcorp					CSURPLUS2
1349 43D/254	4/5	1A	Crown - Coalcorp					CSURPLUS2
1350 43D/328	4/5	1A	Crown - Coalcorp					CSURPLUS2
1351 43D/321	4/5	1A	Crown - Coalcorp					CSURPLUS2
1352 43D/327	4/5	1A	Crown - Coalcorp					CSURPLUS2
1353 43D/322	4/5	1A	Crown - Coalcorp					CSURPLUS2
1354 43D/326	4/5	1A	Crown - Coalcorp					CSURPLUS2
1355 43D/323	4/5	1A	Crown - Coalcorp					CSURPLUS2
1356 43D/354	4/5	1A	Crown - Coalcorp					CSURPLUS2
1357 43D/324	4/5	1A	Crown - Coalcorp					CSURPLUS2
1358 43D/355	4/5	1A	Crown - Coalcorp					CSURPLUS2
1359 43D/325	4/5	1A	Crown - Coalcorp					CSURPLUS2
1360 43D/353	4/5	1A	Crown - Coalcorp					CSURPLUS2
1361 43D/344	4/5	1A	Crown - Coalcorp					CSURPLUS2
1362 43D/352	4/5	1A	Crown - Coalcorp					CSURPLUS2

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Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trif Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
1363 43D/345	4/5	1A	Crown - Coalcorp					CSURPLUS2
1364 43D/350	4/5	1A	Crown - Coalcorp					CSURPLUS2
1365 43D/346	4/5	1A	Crown - Coalcorp					CSURPLUS2
1366 43D/351	4/5	1A	Crown - Coalcorp					CSURPLUS2
1367 43D/347	4/5	1A	Crown - Coalcorp					CSURPLUS2
1368 43D/349	4/5	1A	Crown - Coalcorp					CSURPLUS2
1369 43D/348	4/5	1A	Crown - Coalcorp					CSURPLUS2
1370 43D/376	4/5	1A	Crown - Coalcorp					CSURPLUS2
1371 43D/375	4/5	1A	Crown - Coalcorp					CSURPLUS2
1372 43D/235	4/5	1A	Crown - Coalcorp					CSURPLUS2
1377 21B/1279	4/5	1A	Crown - Coalcorp					CSURPLUS2
1378 45C/653	4/5	1A	Crown - Coalcorp					CSURPLUS2
1379 43D/236	4/5	1A	Crown - Coalcorp					CSURPLUS2
1380 43D/329	4/5	1A	Crown - Coalcorp					CSURPLUS2
1381 43D/330	4/5	1A	Crown - Coalcorp					CSURPLUS2
1382 43D/336	4/5	1A	Crown - Coalcorp					CSURPLUS2
1383 43D/335	4/5	1A	Crown - Coalcorp					CSURPLUS2
1384 43D/332	4/5	1A	Crown - Coalcorp					CSURPLUS2
1385 43D/334	4/5	1A	Crown - Coalcorp					CSURPLUS2
1386 26A/354	4/5	1A	Crown - Coalcorp					CSURPLUS2
1387 26A/338	4/5	1A	Crown - Coalcorp					CSURPLUS2
1388 43B/272	4/5	1A	Crown - Coalcorp					CSURPLUS2
1389 29A/887	4/5	1A	Crown - Coalcorp					CSURPLUS2
1390 42D/275	4/5	1A	Crown - Coalcorp					CSURPLUS2
1391 33C/71	4/5	1A	Crown - Coalcorp					CSURPLUS2
1393 24B/709	4/5	1A	Crown - Coalcorp					CSURPLUS2
1394 24B/748	4/5	1A	Crown - Coalcorp					CSURPLUS2

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Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
1395 43C/544	4/5	1A	Crown - Coalcorp					CSURPLUS2
1396 43C/544	4/5	1A	Crown - Coalcorp					CSURPLUS2
1397 43C/544	4/5	1A	Crown - Coalcorp					CSURPLUS2
1398 43C/544	4/5	1A	Crown - Coalcorp					CSURPLUS2
1399 43C/544	4/5	1A	Crown - Coalcorp					CSURPLUS2
1400 43C/544	4/5	1A	Crown - Coalcorp					CSURPLUS2
1401 42D/57	4/5	1A	Crown - Coalcorp					CSURPLUS2
1402 42C/294	4/5	1A	Crown - Coalcorp					CSURPLUS2
1403 42C/13	4/5	1A	Crown - Coalcorp					CSURPLUS2
1404 43D/374	4/5	1A	Crown - Coalcorp					CSURPLUS2
1405 43D/356	4/5	1A	Crown - Coalcorp					CSURPLUS2
1406 43D/357	4/5	1A	Crown - Coalcorp					CSURPLUS2
1407 43D/373	4/5	1A	Crown - Coalcorp					CSURPLUS2
1408 43D/358	4/5	1A	Crown - Coalcorp					CSURPLUS2
1409 43D/372	4/5	1A	Crown - Coalcorp					CSURPLUS2
1410 43D/359	4/5	1A	Crown - Coalcorp					CSURPLUS2
1411 43D/371	4/5	1A	Crown - Coalcorp					CSURPLUS2
1412 43D/360	4/5	1A	Crown - Coalcorp					CSURPLUS2
1413 43D/370	4/5	1A	Crown - Coalcorp					CSURPLUS2
1414 43D/361	4/5	1A	Crown - Coalcorp					CSURPLUS2
1415 43D/369	4/5	1A	Crown - Coalcorp					CSURPLUS2
1416 43D/362	4/5	1A	Crown - Coalcorp					CSURPLUS2
1417 43D/368	4/5	1A	Crown - Coalcorp					CSURPLUS2
1418 43D/363	4/5	1A	Crown - Coalcorp					CSURPLUS2
1419 43D/364	4/5	1A	Crown - Coalcorp					CSURPLUS2
1420 43D/365	4/5	1A	Crown - Coalcorp					CSURPLUS2

Attachment 3: Improved Land

Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Tfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
1421 43D/366	4/5	1A	Crown - Coalcorp					CSURPLUS2
1422 43D/367	4/5	1A	Crown - Coalcorp					CSURPLUS2
1423 43D/251	4/5	1A	Crown - Coalcorp					CSURPLUS2
1424 43D/343	4/5	1A	Crown - Coalcorp					CSURPLUS2
1425 45C/854	4/5	1A	Crown - Coalcorp					CSURPLUS2
1426 43D/342	4/5	1A	Crown - Coalcorp					CSURPLUS2
1427 45C/855	4/5	1A	Crown - Coalcorp					CSURPLUS2
1428 43D/340	4/5	1A	Crown - Coalcorp					CSURPLUS2
1429 45C/856	4/5	1A	Crown - Coalcorp					CSURPLUS2
1430 43D/341	4/5	1A	Crown - Coalcorp					CSURPLUS2
1431 45C/857	4/5	1A	Crown - Coalcorp					CSURPLUS2
1459 42B/939	4/5	1A	Crown - Coalcorp					CSURPLUS2
1460 42C/369	4/5	1A	Crown - Coalcorp					CSURPLUS2
1461 16B/1410	4/5	1A	Crown - Coalcorp					CSURPLUS2
1462 22D/666	4/5	1A	Crown - Coalcorp					CSURPLUS2
1463 43A/562	4/5	1A	Crown - Coalcorp					CSURPLUS2
1464 24A/223	4/5	1A	Crown - Coalcorp					CSURPLUS2
1466 43D/253	4/5	1A	Crown - Coalcorp					CSURPLUS2
1467 43D/244	4/5	1A	Crown - Coalcorp					CSURPLUS2
1468 43D/252	4/5	1A	Crown - Coalcorp					CSURPLUS2
1469 43D/245	4/5	1A	Crown - Coalcorp					CSURPLUS2
1470 43D/246	4/5	1A	Crown - Coalcorp					CSURPLUS2
1471 43D/250	4/5	1A	Crown - Coalcorp					CSURPLUS2
1472 43D/247	4/5	1A	Crown - Coalcorp					CSURPLUS2
1473 43D/248	4/5	1A	Crown - Coalcorp					CSURPLUS2
1474 43D/249	4/5	1A	Crown - Coalcorp					CSURPLUS2

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Attachment 2: Settlement Land

Deed Of Settlement

1	2	3	4	5	6	7	8	9
Property Detail	Quarter of Transfer	Trfr Basis	Agency	Lease Form	Initial term	Renewal Term	No.	Portfolio
✓ 412 52C/419	1/4	1C	Police					POL/11
✓ 413 52C/418	1/4	1C	Police					POL/12
✓ 414 65A/731	1/4	1A	Police					POL/13
✓ 1089	0	1C	Police					POL/14
✓ 1094	0	1C	Police					POL/15
✓ 1095	0	1C	Police					POL/16
✓ 1096	0	1C	Police					POL/17
✓ 1099	0	1C	Police					POL/18
✓ 1100	0	1C	Police					POL/19
✓ 1101	0	1C	Police					POL/20
✓ 1115	0	1C	Police					POL/22
✓ 1116	0	1C	Police					POL/23
✓ 1118	0	1C	Police					POL/24

APPENDIX III



RUDD WATTS & STONE
BARRISTERS & SOLICITORS

MEMORANDUM OF ENCUMBRANCE

**Correct for the purposes of the Land
Transfer Act**

.....
Solicitor for the Encumbrances

**Particulars entered in the Register on the
date and at the time stamped below**

.....
**District / Assistant
Land Register of the District of South
Auckland**

**Solicitor
Land Information New Zealand
Private Box 5501
WELLINGTON**

(Ref: CRL 14/01)

MEMORANDUM OF ENCUMBRANCE

WHEREAS

1. The Encumbrancer is registered as proprietor of an estate in fee simple IN THAT piece of land containing <x> square metres more or less being <legal description> ("the land") excepting thereout all coal, fireclay and other minerals in, upon or under the said land being all the land in certificate of title number <certificate of title number> (South Auckland Registry) SUBJECT TO Part IVA Conservation Act 1987 and to Sections 10 and 11 Crown Minerals Act 1991.
2. The Crown purchased the land from the former owner under its Land Subsidence Policy - South Section Old Workings, Huntly East to compensate that owner for any adverse affects of subsidence caused by the Crown's mining of the South Section of the Huntly East mine.
3. Tainui Muori Trust Board (hereinafter called "The Encumbrancer") acquired the land from the Crown under the provisions of the Waikato Raupatu Claims Act 1995 and pursuant to the Deed of Settlement.
4. The Encumbrancer purchased the land in the knowledge (as the Encumbrancer hereby admits) that the land may have subsided and that the land may have a propensity to subside, and that the purchase price of the land took that propensity to subside into account and on the conditions that the Crown:
 - (a) required that due notice of such propensity and of the possible further consequences thereof should be given to persons dealing with the land; and
 - (b) that notice of the non-liability on the part of the Crown for loss arising therefrom should be given to persons dealing with the land; and
 - (c) that this Memorandum of Encumbrance be entered into and be registered against the title to the land for the purpose of giving such notice.

NOW THIS MEMORANDUM WITNESSES as follows:

1. THE Encumbrancer hereby encumbers the land for the benefit of the Crown for a term of three hundred (300) years from the date hereof determinable however under Clause 3 below with an annual rent charge of **TEN CENTS** (\$0.10) to be paid by the Encumbrancer to the Crown on the last day of January in each year if demanded.
2. ~~THE Encumbrancer covenants that it will not transfer, let, mortgage, charge or otherwise deal with the land or any part thereof without notifying the proposed transferee, lessee, mortgagee, chargeholder or other person dealing with it that due to mining work the land may have a propensity to subside and that the Crown does not assume any liability to compensate any person or carry out remedial work therefore except as may be provided by statute.~~
3. THE rent charge under this memorandum shall immediately determine and the Encumbrancer shall be entitled to a discharge of this Memorandum of Encumbrance if the covenants expressed herein become obsolete or are no longer enforceable.
4. SECTION 104 of the Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise (and without prejudice to the Crown's rights of action at common law as a rent charger or encumbrancee):
 - a) The Crown shall be entitled to none of the powers and remedies given to encumbrances by the Land Transfer Act 1952 and the Property Law Act 1952, and;
 - b) No covenants on the part of the Encumbrancer and his successors in title are implied in this Memorandum other than the covenant implied for further assurance by Section 154 of the Land Transfer Act 1952.

IN WITNESS WHEREOF those presents have been executed on the _____ day of _____

SIGNED BY
TAINUI MAORI TRUST BOARD
as Encumbrancer in the presence of:

Name:

Occupation:

Address:

SIGNED BY
The Commissioner of Crown Lands,
for and on behalf of
HER MAJESTY THE QUEEN

.....

in the presence of:

Witness:.....

Occupation.....

Address.....