

**DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN**

WHANGANUI IWI

and

HER MAJESTY THE QUEEN

in right of New Zealand

**DEED OF ON-ACCOUNT
SETTLEMENT OF WHANGANUI
IWI TREATY OF WAITANGI
HISTORICAL CLAIMS**

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

2

THIS DEED is made on the 28th day of FEBRUARY 2007

BETWEEN

(1) WHANGANUI IWI

and

(2) HER MAJESTY THE QUEEN in right of New Zealand acting by the
Minister of Māori Affairs.

BACKGROUND

Negotiations between Whanganui Iwi and the Crown

- A In recognition of the significance of Pakaitore to Whanganui Iwi, the Crown and the negotiators for Whanganui Iwi entered into negotiations in December 2002 to transfer ownership of the Whanganui Courthouse as an on-account settlement of the historical Treaty of Waitangi claims of Whanganui Iwi.
- B Whanganui Iwi have ratified the on-account settlement of their Historical Claims by a process agreed between representatives of Whanganui Iwi and the Crown.

ACCORDINGLY, Whanganui Iwi and the Crown wish in a spirit of co-operation and compromise, to enter, in good faith, into this Deed providing for the on-account settlement of Whanganui Iwi Historical Claims:

SIGNED for and on behalf of
WHANGANUI IWI by:

TE MANAWANUI PAURO, Kaumatua (see next page)

JAMES TAKARANGI, Kaumatua

James Takarangi
MERANIA KARAUARIA, Representative of
Tamaupoko and initial trustee of the Pakaitore Trust

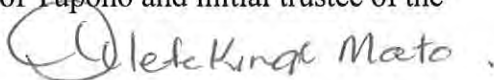
Merania
GEOFFREY MARIU, Representative of
Hinengakau and initial trustee of the Pakaitore Trust


Geoffrey Mariu


P.T.H.
cut
Q

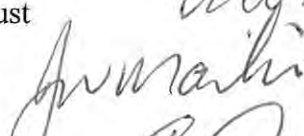
DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN


3

DARDANELLA METE KINGI MATO,
Representative of Tupoho and initial trustee of the
Pakaitore Trust 


RICHARD PIRERE, Representative of Ngati Rangi 
and initial trustee of the Pakaitore Trust

ROBERT WAYNE CRIBB, Representative of
Tamahaki and initial trustee of the Pakaitore Trust 

JOHN NIKO MAIHI, Mandated Negotiator 

TE KENEHI MAIR, Mandated Negotiator 

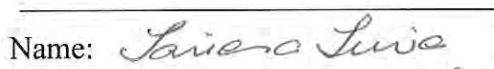
in the presence of:


Name: **J.P. FERGUSON**
Occupation: **SOLICITOR**
Address: **WELLINGTON**

SIGNED for and on behalf of
HER MAJESTY THE QUEEN in
Right of New Zealand by the
MINISTER OF MĀORI AFFAIRS *in the*
presence of:


Hon. P.T. Hoare

Te Manawanui Pauro


Name: **Laveria Livia**
Occupation: **Member of Parliament for Te Taiāwhare**
Address: **Whanganui**


P.T. Hoare

C. Hoare

J. Hoare

TABLE OF CONTENTS

SECTION 1: SCOPE AND NATURE OF SETTLEMENT.....6

1.1 THIS DEED IS AN ON-ACCOUNT SETTLEMENT OF.....6
WHANGANUI IWI HISTORICAL CLAIMS

1.2 RELATIONSHIP TO CERTAIN RIGHTS AND DECISIONS.....6

1.3 ABORIGINAL TITLE AND CUSTOMARY RIGHTS NOT.....7
AFFECTED BY SETTLEMENT

1.4 ACKNOWLEDGMENTS BY WHANGANUI IWI7
CONCERNING THE SETTLEMENT

SECTION 2: GOVERNANCE AND REPRESENTATION.....9

2.1 RATIFICATION OF SETTLEMENT AND MANDATE.....9
TO SIGN DEED

SECTION 3: ESTABLISHMENT OF PAKAITORE TRUST.....11

3.1 ESTABLISHMENT OF PAKAITORE TRUST.....11

3.2 AGREEMENT OF WHANGANUI IWI...11

3.3 CONDITIONS OF VESTING.....11

3.4 OBLIGATIONS PRIOR TO VESTING.....12

3.5 OBLIGATIONS FOLLOWING VESTING12

3.6 RISK AND INSURANCE.....13

3.7 TITLE, BOUNDARIES, ETC.....14

3.8 FURTHER TRANSFER OBLIGATIONS.....14

3.9 INFORMATION PROVISION.....15

3.10 MISCELLANEOUS.....16

SECTION 4: TRANSFER OF WHANGANUI COURTHOUSE.....17

4.1 AGREEMENT TO LEASE.....17

4.2 ACCESS AND QUIET POSSESSION.....17

4.3 EXECUTION OF LEASE.....17

SECTION 5: CONDITIONS.....18

5.1 CONDITIONAL DEED.....18

5.2 TERMINATION IF SETTLEMENT REMAINS CONDITIONAL.....18

P.T.H.



SECTION 6: TAX.....20

6.1 INTERPRETATION.....20

6.2 STATEMENT OF AGREED TAX PRINCIPLES.....20

**6.3 INDEMNITY FOR GST IN RESPECT OF THE WHANGANUI
COURTHOUSE AND INDEMNITY PAYMENTS.....22**

**6.4 INDEMNITY FOR INCOME TAX IN RESPECT OF WHANGANUI
COURTHOUSE OR INDEMNITY PAYMENTS.....23**

**6.5 INDEMNIFICATION FOR GIFT DUTY IN RESPECT OF.....23
THE WHANGANUI COURTHOUSE**

6.6 DEMANDS FOR INDEMNIFICATION.....23

6.7 DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES.....25

6.8 RULINGS, APPLICATIONS.....26

SECTION 7: MISCELLANEOUS MATTERS.....27

7.1 NO ASSIGNMENT.....27

7.2 AMENDMENT.....27

7.3 NO WAIVER.....27

7.4 NOTICES.....27

SECTION 8: DEFINITIONS AND INTERPRETATION.....29

8.1 DEFINITIONS.....29

8.2 INTERPRETATION.....30

SCHEDULE 1: THE LEASE OF THE WHANGANUI COURTHOUSE...33

f. T. H.



SECTION 1: SCOPE AND NATURE OF SETTLEMENT

1.1 THIS DEED IS AN ON-ACCOUNT SETTLEMENT OF WHANGANUI IWI HISTORICAL CLAIMS

1.1.1 Acknowledgement by the Parties

Whanganui Iwi and the Crown agree that this Deed is an on-account settlement of the Historical Claims of Whanganui Iwi and the Historical Claims of Whanganui Iwi are not settled by this Deed.

1.1.2 Acknowledgement of on-account settlement


- (a) Whanganui Iwi and the Crown agree that the Value of this Settlement will be taken into account when in the future the Crown makes an offer of redress for the final settlement of the Historical Claims of Whanganui Iwi or.
- (b) The manner in which this Settlement will be taken into account in any future settlement is a matter to be negotiated at the time of any such future settlement.
- (c) This Settlement does not bind Whanganui Iwi or operate as a precedent in respect of the nature or composition of the group or groups with which the Crown may negotiate any future settlement of the Historical Claims of Whanganui Iwi.

1.2 RELATIONSHIP TO CERTAIN RIGHTS AND DECISIONS

1.2.1 Deed does not derogate from, or affect, certain matters

Nothing in this Deed, except as expressly provided in or under this Deed, affects any rights or powers that Whanganui Iwi or the Crown might have arising:

- (a) From Te Tiriti o Waitangi/the Treaty of Waitangi, or the principles of Te Tiriti o Waitangi/the Treaty of Waitangi;
- (b) Under legislation, or at common law (including in relation to customary law and aboriginal title);
- (c) From a fiduciary duty or otherwise;



- (d) From any decision, proposal or report of the Treaty of Waitangi Fisheries Commission or Te Ohu Kai Moana Trustee Limited:
- (i) Under the Māori Fisheries Act 1989; or
 - (ii) Under the Māori Fisheries Act 2004; or
 - (iii) In respect of the Deed of Settlement between Māori and the Crown dated 23 September 1992 or the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

1.3 ABORIGINAL TITLE AND CUSTOMARY RIGHTS NOT AFFECTED BY SETTLEMENT

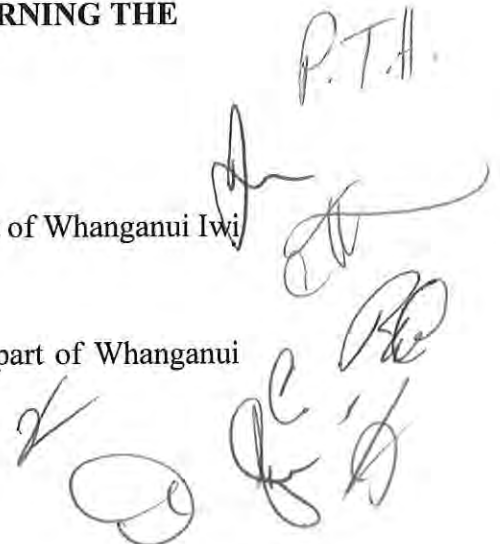
Whanganui Iwi and the Crown acknowledge that:

- (a) Nothing in this Deed extinguishes any aboriginal title or customary rights that Whanganui Iwi may have, or constitutes or implies any acknowledgment 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 1.1.1*; and
- (b) This Settlement:
 - (i) Is not intended:
 - (aa) To prevent Whanganui Iwi from pursuing claims against the Crown (including claims based on aboriginal title or customary rights); or
 - (bb) To prevent the Crown from disputing the claims in (aa) above or the existence of aboriginal title or customary rights.

1.4 ACKNOWLEDGMENTS BY WHANGANUI IWI CONCERNING THE SETTLEMENT

Whanganui Iwi acknowledge that:

- (a) This Settlement, and the rights and obligations on the part of Whanganui Iwi under this Deed, will be binding upon Whanganui Iwi;
- (b) It is intended that this Settlement and the rights on the part of Whanganui Iwi under this Deed will:

P.T.H.


**DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN**

- (i) provide an asset that will be of benefit to the well-being and future development of Pakaitore in the interests of Whanganui Iwi;

- (ii) provide an asset that will be of benefit to Whanganui Iwi as provided in the Trust Order of the Pakaitore Trust.

P.T.H.
[Handwritten signatures]

SECTION 2: GOVERNANCE AND REPRESENTATION

2.1 RATIFICATION OF SETTLEMENT AND MANDATE TO SIGN DEED

2.1.1 Whanganui Iwi confirmation

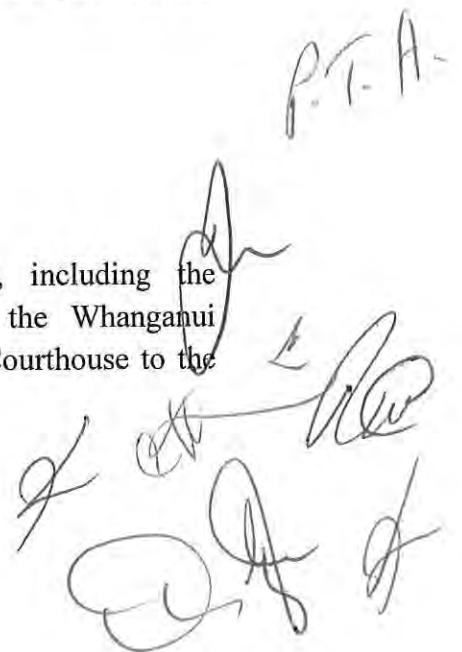
The Mandated Negotiators confirm that:

- (a) this Deed was ratified by Whanganui Iwi after:
 - (i) Whanganui Iwi were publicly notified by newspaper advertisement, radio announcements, panui and other established but less formal means of communication of the place, date, time and purpose of ratification hui for this Settlement including where further information regarding this Settlement may be obtained;
 - (ii) five publicly notified Tupuna Rohe ratification hui for each of Tamaupoko, Hinengakau, Tupoho, Ngāti Rangi and Tamahaki were held for the purpose of ratifying the Settlement and approving the Initial Trustees for the Pakaitore Trust;
 - (iii) two publicly notified hui-a-iwi, on 12 November 2006 and 16 December 2006, were held to allow Whanganui Iwi to further discuss the Settlement and consider and approve the draft Trust Order of the Pakaitore Trust and this Deed;
 - (iv) Te Runanga o Te Awa Tupua o Whanganui in consultation with the Pae Matua (kaumatua) confirmed the views of Whanganui Iwi regarding this Settlement at the hui-a-iwi on 16 December 2006; and
- (b) Te Manawanui Pauro, James Takarangi, the Tupuna Rohe Representatives and the Mandated Negotiators were given the mandate of Whanganui Iwi at the ratification hui and the hui-a-iwi on 16 December 2006 to sign this Deed on behalf of Whanganui Iwi.

2.1.2 Whanganui Iwi appointees

Whanganui Iwi appoints the Mandated Negotiators to:

- (a) work with the Crown to complete this Settlement, including the establishment of the Pakaitore Trust, the vesting of the Whanganui Courthouse in the Pakaitore Trust and the Lease of the Courthouse to the Ministry of Justice;
- (b) give and receive any notice or other communication;

P.T.A.


- (c) exercise any election or other right under this Deed;
- (d) waive any provision of the Deed or to agree to any amendment of this Deed on behalf of Whanganui Iwi.

2.1.3 Pakaitore Trust

Upon the creation of the Pakaitore Trust under *clause 3.1*, the appointment under *clause 2.1.2* will automatically terminate and all powers of the Mandated Negotiators under *clause 2.1.2* shall be exercised by the Pakaitore Trust.

Handwritten signatures and initials in the bottom right corner of the page. The text 'P.T.H.' is written at the top right. Below it are several cursive signatures, including one that appears to be 'P.T.H.' and another that looks like 'C. New'. There are also some initials and a circular stamp or mark at the bottom.

SECTION 3: ESTABLISHMENT OF PAKAITORE TRUST

3.1 ESTABLISHMENT OF PAKAITORE TRUST

The Crown and Whanganui Iwi agree, as soon as reasonably practicable after the date of this Deed, and in any event within 6 months of the date of this Deed, to make a joint application to the Māori Land Court:

- (a) to establish the Pakaitore Trust, which the parties have agreed:
 - (i) is the appropriate body to which the Crown will vest the Whanganui Courthouse under this Deed as redress and without charge to or consideration to be provided or paid by the Pakaitore Trust; and
 - (ii) has been ratified by a process agreed by Whanganui Iwi and the Crown; and
- (b) to vest the Whanganui Courthouse in the Pakaitore Trust as Maori freehold land, subject to the Lease.

3.2 AGREEMENT OF WHANGANUI IWI

Whanganui Iwi agree, subject to due compliance by the Crown with *clause 3.1*, to support the application referred to in *clause 3.1* and any other application to:

- (a) Give effect to this Deed;
- (b) Achieve certainty in respect of the obligations undertaken by each party to the Settlement; and
- (c) Achieve a final and durable Settlement.

3.3 CONDITIONS OF VESTING

The application to the Māori Land Court as provided in *clause 3.1* will include the following conditions:

- (a) The Trustees of the Pakaitore Trust will execute the Lease; and

Handwritten signatures and initials in the bottom right corner of the page, including the initials 'P.T.H.' at the top, and several other illegible signatures below it.

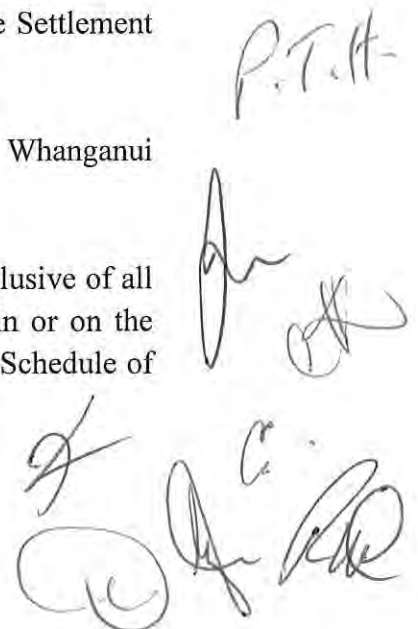
- (b) The Trustees of the Pakaitore Trust will direct that the Whanganui Courthouse be registered in the name of the Pakaitore Trust in accordance with section 220A of Te Ture Whenua Māori Act 1993.

3.4 OBLIGATIONS PRIOR TO VESTING

- 3.4.1 The Crown must maintain the Whanganui Courthouse until the Settlement Date to a standard no worse than that which it was in at the date of this Deed, fair wear and tear excepted.
- 3.4.2 Between the date of this Deed and the Settlement Date the Crown must consult with, and obtain the prior consent of, Whanganui Iwi (that consent not to be unreasonably withheld or delayed) before procuring any consent or waiver materially affecting the Whanganui Courthouse in relation to any application under the Resource Management Act 1991 or any other legislation.
- 3.4.3 The Crown must, if it carries out works, or gives specific authority in writing for works to be carried out, on the Whanganui Courthouse, after the date of this Deed and before the Settlement Date, for which the Crown must by law obtain a building consent or permit, comply with any obligations imposed on the Crown under the Building Act 1991 in respect of such works.

3.5 OBLIGATIONS FOLLOWING VESTING

- 3.5.1 The Crown will provide all other instruments in registrable form which may be required for the purpose of finalising the vesting and lease of the Whanganui Courthouse 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 will continue following Settlement other than proclamations, Gazette Notices and similar public notices.
- 3.5.2 All outgoing and incomings must be apportioned and adjusted at the Settlement Date.
- 3.5.3 The Crown must supply a separate statement of apportionments for Whanganui Courthouse to the Mandated Negotiators before the Settlement Date.
- 3.5.4 The Whanganui Courthouse must be vested in the Pakaitore Trust inclusive of all fixtures and fittings that are owned by the Crown and are situated in or on the Whanganui Courthouse at the date of this Deed as listed in the Fifth Schedule of the Lease and those fixtures and fittings will be free from any charge.

P.T.H.


3.5.5 The fixtures, fittings and chattels situated in, on or about the Whanganui Courthouse as listed in the Sixth Schedule to the Lease are not included in the transfer of the Whanganui Courthouse and shall remain the property of the Crown.

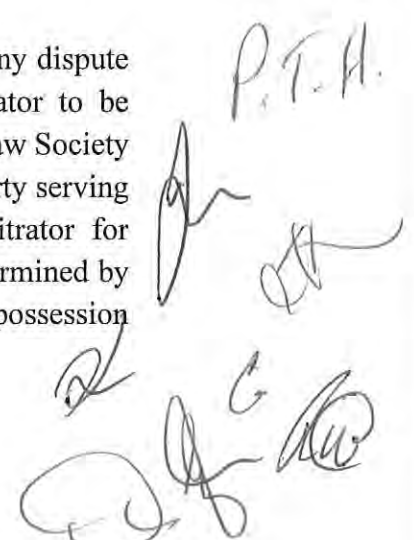
3.6 RISK AND INSURANCE

3.6.1 The Whanganui Courthouse will remain at the sole risk of the Crown until the Settlement Date and, from the Settlement Date, it will remain at the sole risk of the Pakaitore Trust subject to the terms and conditions of the Lease.

3.6.2 In the event that, prior to the Settlement Date, the Whanganui Courthouse is destroyed or damaged and such destruction or damage has not been made good by the Settlement Date, then the following provisions will apply:

- (a) If the destruction or damage has been sufficient to render the Whanganui Courthouse untenable, and it is untenable on the Settlement Date, the Pakaitore Trust may:
 - (i) Require the Crown to complete the vesting on condition that the parties will negotiate in good faith an amount as alternative redress to the Pakaitore Trust equal to the amount of diminution in value of the Whanganui Courthouse as at the Settlement Date; or
 - (ii) Cancel the proposed vesting of the Whanganui Courthouse by giving the Crown notice in writing, in which case the parties will negotiate in good faith alternative redress to the Pakaitore Trust equal to the Value in respect of the Whanganui Courthouse; and
- (b) If the Whanganui Courthouse is still tenable on the Settlement Date, the Pakaitore Trust may require that the Crown complete the vesting on the condition that the Crown pay an amount as alternative redress to the Pakaitore Trust equal to the amount of the diminution in value of the Whanganui Courthouse as at the Settlement Date.

3.6.3 Either Party may give the other Party notice in writing requiring that any dispute as to the application of this *clause 3.6* 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 Whanganui Courthouse is situated, and the Party serving the notice may at any time after that refer the dispute to the arbitrator for determination under the Arbitration Act 1996. If the dispute is not determined by the Settlement Date then the Parties' obligations relating to vesting and possession

P.T.A.


will be deferred until the fifth business day following the date on which the dispute is determined. The arbitrator may determine that the possession date will not be deferred or will be deferred to another day or days.

3.6.4 The Pakaitore Trust will not be required to take over any insurance policies held by the Crown.

3.7 TITLE, BOUNDARIES, ETC

3.7.1 The Crown will not be bound to point out the boundaries of the Whanganui Courthouse.

3.7.2 The Pakaitore Trust:

- (a) Has accepted the Crown's title to Whanganui Courthouse as at the date of this Deed; and
- (b) May not make any objections or requisitions on it.

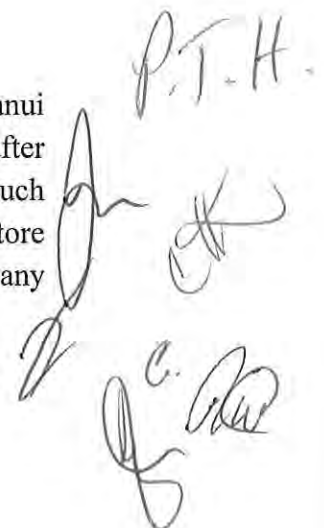
3.7.3 Except as otherwise expressly set out in this Deed, no error, omission or misdescription of the Whanganui Courthouse or its title shall annul the vesting of the Whanganui Courthouse.

3.7.4 The Crown will not be liable to pay for, or contribute towards, the expense of erection or maintenance of any fence between the Whanganui Courthouse and any contiguous land of the Crown and:

- (a) This clause will not continue for the benefit of any subsequent purchaser of the contiguous land; and
- (b) The Crown will be entitled to require the inclusion of a fencing covenant to this effect in any transfer or vesting of the Whanganui Courthouse.

3.8 FURTHER TRANSFER OBLIGATIONS

3.8.1 If the Crown receives any notice or demand in relation to the Whanganui Courthouse from the Crown or any territorial authority or from any person after the Settlement Date, the Crown will, if not required to pay or comply with such notice or demand, immediately deliver it to the Pakaitore Trust or the Pakaitore Trust's solicitor, and if the Crown fails to do so the Crown will be liable for any penalty incurred.

P.T.H.
Handwritten signatures and initials, including 'P.T.H.' and several illegible signatures.

3.8.2 Immediately after the Settlement Date, the Crown will give notice of the transfer of the Whanganui Courthouse to the territorial authority having jurisdiction in respect of that property.

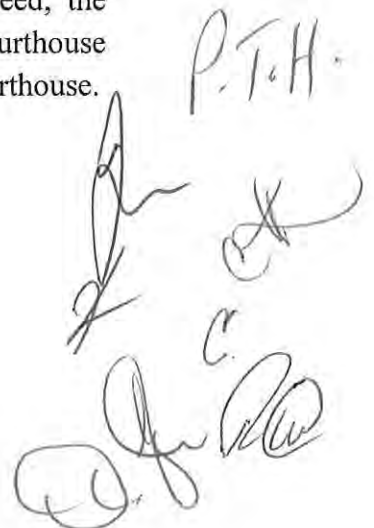
3.9 INFORMATION PROVISION

3.9.1 The Crown warrants to the Pakaitore Trust that the information provided on 12 February 2003 in relation to the Whanganui Courthouse contains all the material information that relates to the Whanganui Courthouse, of which the Ministry of Justice is aware at the date of this Deed, the Ministry of Justice having inspected its records but not having undertaken a physical inspection of the Whanganui Courthouse or made enquiries beyond its own records. This warranty does not extend to information which may be apparent from such a physical property inspection or enquiry.

3.9.2 The Pakaitore Trust acknowledges and agrees that, other than the warranty set out in *clause 3.9.1*, no representation or warranty is given, whether express or implied, nor is any responsibility accepted, by the Crown with respect to:

- (a) The completeness or accuracy of the information provided in relation to the Whanganui Courthouse;
- (b) The physical condition of the Whanganui Courthouse;
- (c) The compliance or otherwise of the Whanganui Courthouse with any statutes, regulations, bylaws or any powers, rights and obligations under them, including any outstanding enforcement or other notice, requisition or proceeding issued under any code by any relevant authority, relating to or affecting the Whanganui Courthouse; or
- (d) Any other matter relating to the ownership, occupation, use or management of the Whanganui Courthouse.

3.9.3 The Parties acknowledge and record that, prior to the date of this Deed, the Mandated Negotiators had the opportunity to inspect the Whanganui Courthouse and satisfy themselves as to the state and condition of the Whanganui Courthouse.

P.T.H.


3.10 MISCELLANEOUS

Further Assurances

3.10.1 Each of the Crown and the Pakaitore Trust must, at the request of the other, sign and deliver any further documents or assurances and do all acts and things that the other may reasonably require to give full force and effect to this Deed.

Provision of Information

3.10.2 The Pakaitore Trust shall provide to the Crown such information and advice as the Crown may reasonably require to assist the Crown to defend actions and claims relating to the management of the Whanganui Courthouse before the Settlement Date, and the Crown will reimburse the Pakaitore Trust for the reasonable costs and expenses incurred by the Pakaitore Trust in doing so.

3.10.3 The Pakaitore Trust shall permit the Crown and its employees and agents access at all reasonable times to all information held by the Pakaitore Trust in any form that it has received from the Crown in relation to management of the Whanganui Courthouse before the Settlement Date.

Non merger

3.10.4 On transfer of the Whanganui Courthouse to the Pakaitore Trust under this Deed, the provisions of this Deed will not merge and, to the extent any provision has not been fulfilled, will remain in force.

P.T.H.
Handwritten signatures and initials, including a large signature and several smaller initials or marks.

SECTION 4: TRANSFER OF WHANGANUI COURTHOUSE

4.1 AGREEMENT TO TRANSFER

4.1.1 The Crown must take all necessary steps to ensure that the Whanganui Courthouse is transferred to the Pakaitore Trust as an on-account settlement of the Historical Claims of Whanganui Iwi.

4.2 AGREEMENT TO LEASE

4.2.1 Whanganui Iwi and the Pakaitore Trust must take all necessary steps to ensure that immediately following the Settlement Date and the vesting of the Whanganui Courthouse in the Pakaitore Trust the Lease is registered in priority to any other instrument or mortgage (as defined by section 2 of the Land Transfer Act 1952).

4.3 ACCESS AND QUIET POSSESSION

4.3.1 The Crown by virtue of its lease of the Whanganui Courthouse:

- (a) shall be entitled to the quiet use and enjoyment of the Whanganui Courthouse in accordance with the terms and conditions of the Lease; and
- (b) during the term of the Lease shall be under no obligation to provide access to the Whanganui Courthouse to any person whatsoever except under the terms of the Lease.

4.4 EXECUTION OF LEASE

4.4.1 The Crown and Whanganui Iwi must take all necessary steps to ensure that immediately following the Settlement Date and the vesting of the Whanganui Courthouse in the Pakaitore Trust the Lease is properly executed by the Crown and the Pakaitore Trust.

P.T.H.

The bottom right of the page contains several handwritten signatures and initials. At the top of this group is the text 'P.T.H.'. Below it are several cursive signatures, including one that appears to be 'P.T.H.' and others that are less legible. There are also some initials and scribbles below the main signatures.

SECTION 5: CONDITIONS

5.1 CONDITIONAL DEED

5.1.1 The settlement is conditional

The Settlement is conditional on the establishment of Pakaitore Trust within 6 months of the date of this Deed in accordance with *clause 2.1*.

5.1.2 Some provisions not conditional

Although the Settlement is conditional on the matter specified in *clause 5.1.1*, Whanganui Iwi and the Crown acknowledge that *clause 5.2* becomes binding on them upon execution of this Deed. Where any provision of this Deed says that any provision is not conditional as described in *clause 5.1* the provision concerned shall be binding upon Whanganui Iwi and the Crown unless and until termination of this Deed under *clause 5.2*.

5.2 TERMINATION IF SETTLEMENT REMAINS CONDITIONAL

5.2.1 Termination by notice

If the condition referred to in *clause 5.1* has not been satisfied by the date for satisfaction of that condition (or such later date as Whanganui Iwi and the Crown may agree in writing), then either Whanganui Iwi or the Crown may, by notice in writing to the other, terminate this Deed.

5.2.2 Without prejudice basis

Whanganui Iwi and the Crown agree that this Deed will be treated as having been entered into on a "without prejudice" basis. In particular this Deed may not be used as evidence in any proceedings before, or presented to, any Court, the Waitangi Tribunal, or any other judicial body or tribunal (except for proceedings concerning the implementation or interpretation of this Deed), until it becomes unconditional.

P.T.H.
The bottom right corner of the page contains several handwritten signatures and initials. At the top right of this area is the text 'P.T.H.'. Below it are two distinct signatures, one appearing to be 'A.H.' and another 'C.H.'. At the bottom are two more signatures, one of which appears to be 'W.I.' and the other 'C.H.'.

5.2.3 Effect of notice of termination

If this Deed is terminated under *clause 5.2.1*:

- (a) this Deed will be at an end and, except as provided in *clause 5.2.3(b)*, Whanganui Iwi will not have any rights or obligations under it; and
- (b) The rights and obligations of the Parties under *clause 5.2.2* continue.

P.T.H.

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct signatures: one at the top right, one in the middle right, and one at the bottom right. The top signature appears to be 'P.T.H.'. The middle signature is a stylized cursive signature. The bottom signature is another stylized cursive signature.

SECTION 6: TAX

6.1 INTERPRETATION

For the purposes of this Section, unless the context requires otherwise:

- (a) The expression "*indemnity payment*" means any indemnity payment made by the Crown under or for the purposes of this Section;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) The expression "*tax*" includes income tax, GST, and gift duty.

6.2 STATEMENT OF AGREED TAX PRINCIPLES

6.2.1 Principles

The Crown and Whanganui Iwi agree to the following:

- (a) The vesting of the Whanganui Courthouse by the Crown in the Pakaitore Trust (as redress provided by the Crown) is not intended to be, or to give rise to, a taxable supply for GST purposes, nor gross income for income tax purposes;
- (b) Neither the Pakaitore Trust, nor any person associated with the Pakaitore Trust, will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the vesting by the Crown of the Whanganui Courthouse;
- (c) The vesting of the Whanganui Courthouse in the Pakaitore Trust (as redress provided by the Crown) is not intended to be, or to give rise to, a dutiable gift;

P.T.H.

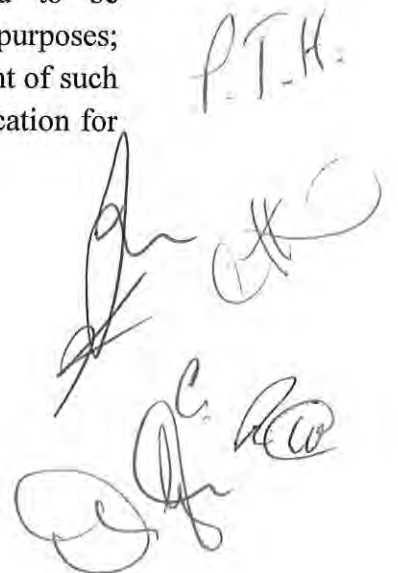


- (d) Any interest paid by the Crown under any provision of this Deed is either gross income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes; and, furthermore, the receipt or payment of such interest is not subject to indemnification for tax by the Crown under this Deed;
- (e) The payment of any indemnity payment by the Crown is not intended to be, or to give rise to, a taxable supply for GST purposes nor gross income for income tax purposes;
- (f) The Pakaitore Trust (at all applicable times) is or will be a registered person for GST purposes.

6.2.2 Acknowledgments

For the avoidance of doubt, Whanganui Iwi and the Crown acknowledge:

- (a) That the tax indemnities given by the Crown in this *Section 6* and the principles and acknowledgments in *clauses 6.2.1* and *6.2.2* apply only to the receipt by Pakaitore Trust of the Whanganui Courthouse or indemnity payments and do not apply to any subsequent dealings, distributions, payments, uses or applications by the Pakaitore Trust with or of the Whanganui Courthouse or indemnity payments;
- (b) Each obligation to be performed by the Crown in favour of the Pakaitore Trust under this Deed is performed as redress and without charge to, or consideration to be provided by, the Pakaitore Trust or any other person;
- (c) Without limiting *clause 6.2.2(b)*, the payment of amounts and the bearing of costs from time to time by the Pakaitore Trust in relation to the Whanganui Courthouse (including without limitation rates/charges/fees, the apportionment of outgoings and incomings, maintenance/repair/upgrade costs and rubbish/pests/weed control costs) is not intended to be consideration for the transfer of that property for GST or other purposes; and, furthermore (and without limiting *clause 6.2.2(a)*) the payment of such amounts and the bearing of such costs is not subject to indemnification for tax by the Crown under this Deed.

P.T.H.


6.2.3 Act consistent with principles

Neither the Pakaitore Trust (nor any person associated with the Pakaitore Trust) nor the Crown shall act in a manner that is inconsistent with the principles or acknowledgments set out in *clauses 6.2.1 and 6.2.2*.

6.2.4 Matters not to be implied from principles

Nothing in *clause 6.2.1* is intended to suggest or imply:

- (a) That the vesting of the Whanganui Courthouse, or the payment of an indemnity payment, by the Crown to the Pakaitore Trust is or will be chargeable with GST;
- (b) That gift duty should or can be imposed on any payment to or transaction with the Pakaitore Trust under this Deed.

6.3 INDEMNITY FOR GST IN RESPECT OF THE WHANGANUI COURTHOUSE AND INDEMNITY PAYMENTS

6.3.1 The Whanganui Courthouse provided exclusive of GST

If and to the extent that:

- (a) The making of redress through the vesting of the Whanganui Courthouse in the Pakaitore Trust; or
- (b) The payment of an indemnity payment,

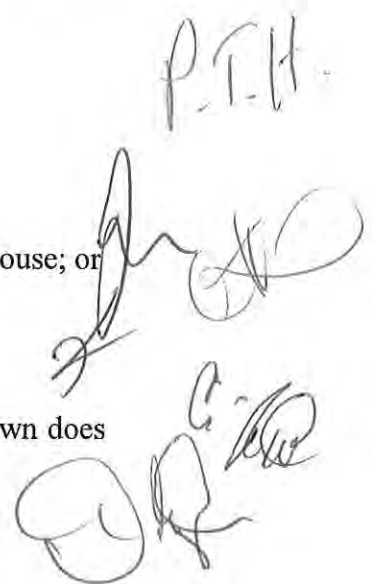
by the Crown to the Pakaitore Trust is chargeable with GST, the Crown must, in addition to the vesting of the Whanganui Courthouse or the payment of the indemnity payment, pay the Pakaitore Trust the amount of GST payable in respect of the Whanganui Courthouse or the indemnity payment.

6.3.2 Indemnification

If and to the extent that:

- (a) The making of redress through the vesting of the Whanganui Courthouse; or
- (b) The payment of an indemnity payment,

by the Crown to the Pakaitore Trust is chargeable with GST and the Crown does

P.T.H.


not, for any reason, pay the Pakaitore Trust an additional amount equal to that GST at the time the Whanganui Courthouse or the indemnity payment is paid, credited or transferred, the Crown shall, on demand in writing, indemnify the Pakaitore Trust for any GST that is or may be payable by the Pakaitore Trust or for which the Pakaitore Trust is liable in respect of the making of the redress and/or the vesting of the Whanganui Courthouse and/or the payment of the indemnity payment.

6.4 INDEMNITY FOR INCOME TAX IN RESPECT OF WHANGANUI COURTHOUSE OR INDEMNITY PAYMENTS

The Crown agrees to indemnify the Pakaitore Trust on demand against any income tax that the Pakaitore Trust is liable to pay if and to the extent that receipt of the vesting of the Whanganui Courthouse or of an indemnity payment from the Crown is treated as, or as giving rise to, gross income of the Pakaitore Trust for income tax purposes.

6.5 INDEMNIFICATION FOR GIFT DUTY IN RESPECT OF THE WHANGANUI COURTHOUSE

The Crown agrees to pay, and to indemnify the Pakaitore 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 vesting of the Whanganui Courthouse under this Deed.

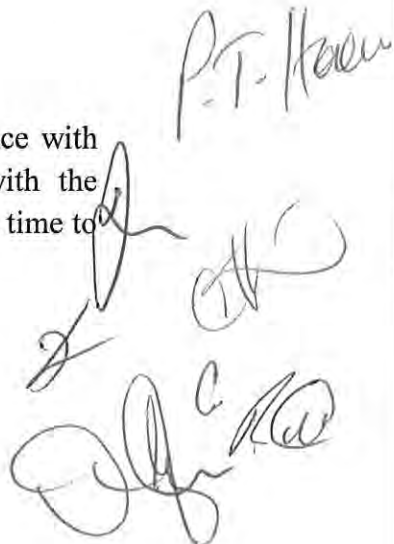
6.6 DEMANDS FOR INDEMNIFICATION

6.6.1 Notification of indemnification event

The Pakaitore Trust and the Crown agree to notify the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which the Pakaitore Trust is or may be entitled to be indemnified by the Crown for or in respect of tax under this Section.

6.6.2 How demands are made

Demands for indemnification for tax by the Pakaitore Trust in accordance with this Section must be made by the Pakaitore Trust in accordance with the provisions of *clause 7.4 (Notices)* and may be made at any time, and from time to time, after the Settlement Date.

P.T. Kaew


6.6.3 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 6* may be made by the Pakaitore Trust more than five Business Days before the due date for payment by the Pakaitore Trust of the applicable tax (whether such date is specified in an assessment or is a date for the payment of provisional tax or otherwise).

6.6.4 Evidence to accompany demand

Without prejudice to *clause 6.6.1* each demand for indemnification by the Pakaitore Trust under this Section must be accompanied by:

- (a) Appropriate evidence (which may be a notice, notice of proposed adjustment, assessment, a certificate issued by the Pakaitore Trust and confirmed or certified by the Pakaitore 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 Pakaitore 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; and
- (b) Where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

6.6.5 Repayment of amount on account of tax

If payment is made by the Crown on account of tax to the Pakaitore Trust or the Commissioner of Inland Revenue (for the account of the Pakaitore Trust) and it is subsequently determined or held that no such tax (or an amount of tax that is less than the payment which the Crown made on account of tax) is or was payable or properly assessed, to the extent that the Pakaitore 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 or applied to its account with the Inland Revenue Department, the Pakaitore Trust must repay the applicable amount to the Crown free of any set-off or counterclaim.

6.6.6 Payment of amount on account of tax

The Pakaitore Trust shall pay to the Inland Revenue Department any payment made by the Crown to the Pakaitore Trust on account of tax on the latter of:

Handwritten signatures and initials, including 'P.T.H.' and 'A.C.', are present in the bottom right corner of the page.

- (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 by the Pakaitore Trust of that payment from the Crown.

6.6.7 Payment of costs

The Crown will indemnify the Pakaitore Trust for any reasonable costs incurred by the Pakaitore Trust for actions undertaken by the Pakaitore Trust at the Crown’s direction, in connection with:

- (a) Any demand for indemnification of the Pakaitore Trust under or for the purposes of this Section; and
- (b) Any steps or actions taken by the Pakaitore Trust in accordance with the Crown’s requirements under *clause 6.8*.

6.7 DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

Where any liability arises to the Crown under this Section, the following provisions shall also apply:

- (a) If the Crown so requires and notifies the Pakaitore 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, and for the account, of Pakaitore Trust;
- (b) Subject to the Pakaitore Trust being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense or liability or any tax which it may suffer, incur or be liable to pay, the Crown shall have the right, by notice to the Pakaitore Trust, to require the Pakaitore Trust to do either or both of the following things, namely:
 - (i) To take into account any right permitted by any relevant law to defer the payment of any tax; and/or
 - (ii) 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; and

P.T.H.
P.T.H.
P.T.H.
P.T.H.

- (c) The Crown reserves the right:
- (i) To nominate and instruct counsel on behalf of the Pakaitore Trust whenever it exercises its rights under *clause 6.7(b)*; and
 - (ii) To recover from the Commissioner of Inland Revenue the amount of any tax paid and subsequently held to be refundable.

6.8 RULINGS, APPLICATIONS

If the Crown requires, the Pakaitore Trust will consult and/or collaborate with the Crown in the Crown's preparation (for the Crown, the Pakaitore Trust and/or any other person) of an application for a non binding or binding ruling from the Commissioner of Inland Revenue with respect to any part of the arrangements relating to the vesting of the Whanganui Courthouse.

P.T.A
The bottom right of the page contains several handwritten signatures and initials. At the top is 'P.T.A'. Below it is a large, stylized signature. Underneath that are two smaller signatures, one of which appears to be 'J.L.' and the other is a cursive signature.

SECTION 7: MISCELLANEOUS MATTERS

7.1 NO ASSIGNMENT

Except as expressly provided in this Deed or any other document entered into under this Deed, neither the Crown nor Whanganui Iwi may transfer or assign any rights or obligations arising under or from this Deed.

7.2 AMENDMENT

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

7.3 NO WAIVER

A failure, delay or indulgence by any party in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

7.4 NOTICES

7.4.1 Address for notices

Except as expressly provided in this Deed, any notice or other communication given under this Deed to a Party (or to the agent appointed under *clause 2.1.2*) 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:

The bottom right corner of the page contains several handwritten signatures and initials in black ink. The signatures are cursive and appear to be of varying lengths and styles, some with loops and flourishes. They are clustered together, with some overlapping. The initials 'P.T.H.' are visible at the top of the cluster, and 'C.C.' is visible below it. There are also several other illegible signatures and initials.

Crown:

c/- The Solicitor-General
Crown Law Office
Level 10 Unisys House
56 The Terrace
(PO Box 2858)
WELLINGTON

Facsimile: 04 472 1719

Whanganui Iwi:

c/- Kahui Legal
Level 7 Axon House
1 Willeston Street
(PO Box 1654)
WELLINGTON

Facsimile: 04 495 9990

7.4.2 Delivery

Delivery may be effected by hand, by post with postage prepaid, or by facsimile.

7.4.3 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.

7.4.4 Posted notice

A notice or other communication delivered by pre-paid post will be deemed to have been received on the second Business Day after posting.

7.4.5 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.



Handwritten signatures and initials in the bottom right corner of the page, including the initials 'P.T.H.' and several other illegible signatures.

SECTION 8: DEFINITIONS AND INTERPRETATION

8.1 DEFINITIONS

In this Deed, unless the context requires otherwise:

Crown has the meaning given to it in section 2 of the Public Finance Act 1989;

Deed means this Deed of Settlement;

Historical Claims means every claim (whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the Settlement Date) that Whanganui Iwi had at, or at any time before, the Settlement Date, or may have at any time after the Settlement Date, and that:

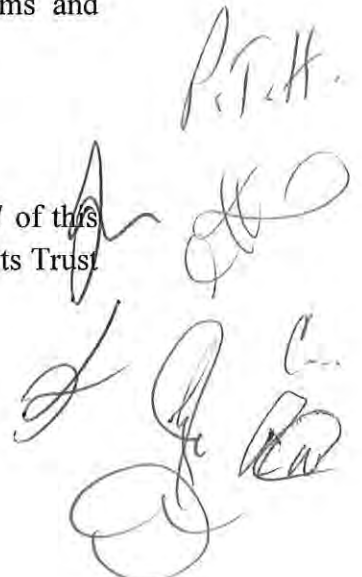
- (a) is, or is founded on, a right arising:
 - (i) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;
 - (ii) under legislation;
 - (iii) at common law (including in relation to aboriginal title or customary law);
 - (iv) from a fiduciary duty or otherwise; and
- (b) arises from or relates to acts or omissions before 21 September 1992:
 - (i) by or on behalf of the Crown; or
 - (ii) by or under legislation;

Lease means the lease of the Whanganui Courthouse between the Trustees of the Pakaitore Trust as Landlord and the Crown acting by and through the Ministry of Justice as Tenant to commence on the Settlement Date on those terms and conditions contained in Schedule 1 annexed to this Deed;

Mandated Negotiators means John Niko Maihi and Te Kenehi Mair;

Pakaitore Trust is a whenua topu trust to be established under *clause 2.1* of this Deed, which will manage the Whanganui Courthouse in accordance with its Trust Order on behalf of Whanganui Iwi;

Parties means Whanganui Iwi and the Crown;

Handwritten signatures and initials in the bottom right corner of the page. The initials 'P.T.H.' are visible at the top of the signature block. Below them are several large, stylized signatures, including one that appears to be 'John Niko Maihi' and another that appears to be 'Te Kenehi Mair'.

Settlement means the on-account settlement to be effected under this Deed;

Settlement Date means the date upon which the Māori Land Court vests the land in the Pakaitore Trust as provided for in *clause 3.1(b)* of this Deed;

Initial Trustees means the six initial trustees to be appointed to the Pakaitore Trust;

Whanganui Iwi means nga uri o Te Awa Tupua o Whanganui including all descendants of the Tupuna Rohe o Whanganui;

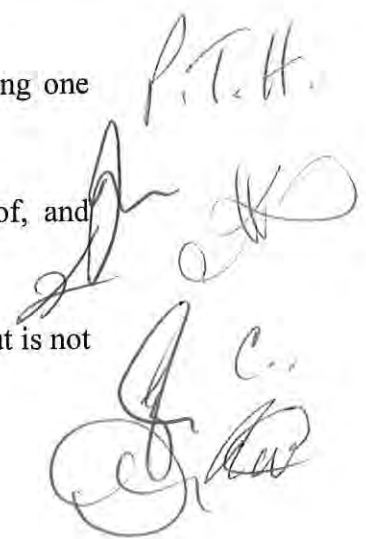
Value the value of the Whanganui Courthouse for the purposes of this Deed is \$2 million, exclusive of GST;

Whanganui Courthouse means all that parcel of land containing 1803 square metres more or less being Part Reserve 1 Town of Wanganui (1686 square metres) and Section 1 on SO Plan 25510 (117 square metres) and being all the land described in Certificate(s) of Title Volume 43A Folio 976 and Volume 43A Folio 977 (Wellington Registry).

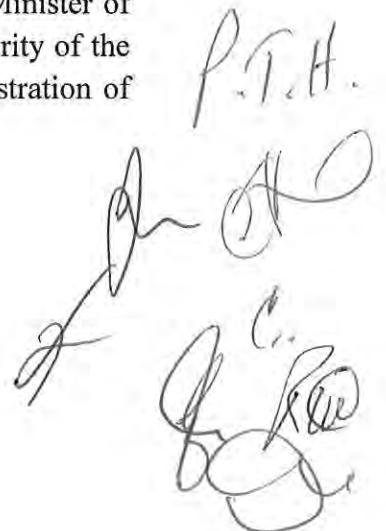
8.2 INTERPRETATION

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

- (a) Headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- (b) 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;
- (c) 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;
- (d) The singular includes the plural and vice versa, and words importing one gender include the other genders;
- (e) A reference to the clauses and the Schedule are to the clauses of, and Schedule to, this Deed;
- (f) The Background is intended to set out the background to this Deed but is not to affect the interpretation of this Deed.

P.T.H.


- (g) 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;
- (h) A reference to a Party to this Deed or any other document or agreement includes that Party's successors;
- (i) 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;
- (j) A reference to monetary amounts are to New Zealand currency;
- (k) A reference to written or in writing include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- (l) A reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- (m) A reference in this Deed to the Crown 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, except as so far as this Deed anticipates settlement legislation;
- (n) A reference to a date on which something must be done includes any other date which may be agreed in writing between Whanganui Iwi and the Crown;
- (o) 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;
- (p) A reference to a particular Minister of the Crown includes any Minister of the Crown who, under authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant Act or matter.

P.T.H.


**SCHEDULE 1:
THE LEASE OF THE WHANGANUI COURTHOUSE**

P.T.H.
A collection of handwritten signatures and initials in the bottom right corner. At the top is 'P.T.H.'. Below it are several stylized signatures, including one that appears to be 'John' and another that looks like 'C. H. W.'.

Lease instrument

Section 115, Land Transfer Act 1952

Land registration district

WELLINGTON



BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

WN43A/976
WN43A/977

All

Lessor

Surname(s) must be underlined or in CAPITALS

See Annexure Schedule 1

Lessee

Surname(s) must be underlined or in CAPITALS

HER MAJESTY THE QUEEN hereinafter called the Tenant in Annexure Schedule 3

Estate or interest*

Insert "fee simple", "leasehold in lease number", etc

Fee simple

Lease memorandum number

See attached Annexure Schedule

Term

15 years commencing on 1 March 2007

Rental

\$181,884.00 plus GST

Operative clause

If required, set out the terms of lease in Annexure Schedule(s).

The Lessor leases to the Lessee and the Lessee accepts the lease of the above estate or interest in the land in the above certificate(s) of title or computer register(s) for the term and at the rental and on the terms of lease set out in the above lease memorandum or in the Annexure Schedule(s) (if any).

Dated this

day of

2007

Attestation

See Annexure Schedule 2

Signed in my presence by the Lessor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal] of Lessor

Signed for and on behalf of Her Majesty the Queen as Lessee by _____
(acting pursuant to an authority given by the Chief Executive of the Ministry of Justice):

Signed in my presence by the Lessee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal] of Lessee

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Lessee

*The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page

1

of

31

Pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 1

Continuation of Lessor

JAMES TAKARANGI, MERANIA KARAUARIA, GEOFFREY MARIU, DARDANELLA METE KINGI MATO, RICHARD PIRERE and ROBERT WAYNE CRIBB as Trustees for the **PAKAITORE TRUST** hereinafter called the Landlord in Annexure Schedule 3.

ANNEXURE SCHEDULE 2

Attestation continued

<p>_____ Trustee</p> <p>_____ Trustee</p> <p>_____ Trustee</p> <p>_____ Trustee</p> <p>_____ Trustee</p> <p>_____ Trustee</p>	<p>Signed in my presence by the Lessor Signature of Witness</p> <p>_____</p> <p>Witness to complete in Block letters (unless typewritten or legibly stamped)</p> <p>Witness name: _____</p> <p>Occupation: _____</p> <p>Address: _____</p>
<p>Signature of the Lessor</p>	

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 2 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 3

PARTIES

1. **JAMES TAKARANGI, MERANIA KARAUARIA, GEOFFREY MARIU, DARDANELLA METE KINGI MATO, RICHARD PIRERE and ROBERT WAYNE CRIBB** as Trustees for the **THE PAKAITORE TRUST** established pursuant to the Te Ture Whenua Maori Act 1993 ("**Landlord**")
2. **HER MAJESTY THE QUEEN** acting by and through the Ministry of Justice ("**Tenant**")

WITNESSES that the Landlord leases to the Tenant and the Tenant takes on lease the Premises described in Item 3 of the First Schedule together with the right to use the Landlord's Fixtures and Fittings contained in the Premises **FOR** the term and from the commencement date set out in Item 5 of the First Schedule and at the annual rent (subject to review if applicable) as set out in Item 6(a) of the First Schedule and otherwise on the terms and conditions set out in the Schedules listed as Item 9 of the First Schedule which all form part of this Lease.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 3 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

FIRST SCHEDULE**The Reference Schedule****ITEM 1 LAND**

All that parcel of land containing 1803m² or thereabouts being Part Reserve 1 Town of Whanganui (1686m²) and Section 1 on SO Plan 25510 (117m²) and being all the land comprised and described in Certificate(s) of Title Volume 43A Folio 976 & Volume 43A Folio 977 (Wellington Registry) ("Land") and upon which is erected the building described in Item 2.

ITEM 2 BUILDING

The Whanganui Courthouse building at 10 Market Place, Whanganui ("Building").

ITEM 3 PREMISES

The Land, (including all grounds, yards, carpark, pavings, and other sealed or surfaced areas) and the Building (including the plant, fixtures and fittings described in Item 4 of this schedule) ("Premises").

For the purposes of any review of rent it is agreed the Building has a lettable area of 1528.2m² as shown on the plans included in the Third Schedule.

ITEM 4 LANDLORD'S FIXTURES AND FITTINGS

As defined in the Fourth Schedule

ITEM 5 TERM

- | | |
|---|---|
| (a) Duration: | 15 years (but subject to clause 33) |
| (b) Commencement date: | 1 March 2007 |
| (c) Further terms (if any): | 5 years in perpetuity |
| (d) Renewal dates (if any): | 1 March 2022 and five yearly thereafter |
| (e) Final expiry date if all renewals exercised: | Not applicable |

ITEM 6 RENT PAYMENTS AND REVIEW

- | | |
|---------------------------------------|---|
| (a) Annual rent: | \$181,884.00 plus GST |
| (b) Monthly payments: | \$15,157.00 plus GST |
| (c) Rent commencement date: | The 1 st day of each month commencing on 1 March 2007 |
| (d) Rent review date(s): | 5 yearly from commencement date |
| (e) Dates for payment of rent: | The 1 st day of each month during the continuance of this Lease. |

ITEM 7 DEFAULT IN INTEREST RATE

2% above the BNZ 90 day bank bill buy rate as displayed on the Reuters Monitor Screen BKBL (or its successor page) at or about 10.45am on each day during which the default continues. If there is no such rate displayed for such bank bills, the rate shall be 2% above the rate determined by BNZ in its discretion as being its buy rate for such bank bills at or about 10.45am on each day during which the default continues.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 4 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

ITEM 8 PERMITTED USE OF THE PREMISES

Permitted use: For the general purposes of the Ministry of Justice together with any other use which conforms to the local code of ordinances or district plan applying to the Premises.

Actual use by Her Majesty the Queen: Office accommodation and provision of court services to the public.

ITEM 9 SCHEDULES AND PLANS FORMING PART OF THIS LEASE

- First Schedule - Reference Schedule
- Second Schedule - Provisions of the Lease
- Third Schedule - Floor Plans of Building
- Fourth Schedule - Description of Landlord's Fixtures and Fittings
- Fifth Schedule - Description of Tenant's Fixtures and Fittings
- Sixth Schedule - Operating Expenses

ITEM 10 ADDRESS FOR NOTICES

- (a) **Landlord:** The Pakaitore Trust, C/- Kahui Legal
Level 7, Axon House, 1 Willeston Street, (PO Box 1654), Wellington
Fax No: (04) 495 9990
- (b) **Tenant:** Notices are to be served on the Chief Executive Officer of the Ministry of Justice,
PO Box 180, Wellington.
Fax No: (04) 918 8820

ITEM 11 TENANT'S FIXTURES AND FITTINGS

As defined in the Fifth Schedule

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 5 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

SECOND SCHEDULE

TENANT'S PAYMENTS

1. RENT

- 1.1 The Tenant shall pay to the Landlord during the term of this Lease annual rent at the rate specified in Item 6(a) of the First Schedule or where increased or decreased in accordance with the express provisions of the Lease at the increased or decreased rent.
- 1.2 The Tenant shall pay the annual rent by equal instalments in advance on the 1st day of each calendar month. The first instalment shall be paid on the rent commencement date specified in Item 6(c) of the First Schedule and shall comprise annual rent from that date to the last day of the then current calendar month.

2. RENT REVIEW

- 2.1 The annual rent for the time being payable under this Lease shall be reviewed on each Review Date in the following manner:
 - a. The Landlord shall no earlier than 4 calendar months and no later than 2 months prior to any Review Date (time being strictly of the essence) give written notice to the Tenant specifying the new annual rent proposed by the Landlord as the current market rent to apply from that Review Date.

Such notice shall be null and void if not accompanied by a certificate signed by a Registered Valuer which fixes the current market rent as at the relevant Review Date at the same figure as that fixed in the Landlord's written notice.
 - b. Should the Landlord not have commenced the review 2 months prior to the Review Date, the Tenant may at any time thereafter commence the review by giving to the Landlord written notice specifying the annual rent considered by the Tenant to be the current market rent as at the Review Date.

Such notice shall be null and void if not accompanied by a certificate signed by a Registered Valuer which fixes the current market rent as at the relevant Review Date at the same figure as that fixed in the Tenant's written notice.
 - c. If by further written notice from one party to the other ("the Disputing Party's Notice") given within 42 days from receipt of notice under clause 2.1(a) or (b) (time being of the essence in all things) the other party disputes that the proposed new current market rent is the current market rent and supports the Disputing Party's Notice with a certificate from a Registered Valuer, which fixes the current market rent at the same figure as that fixed in the Disputing Party's Notice, then the new current market rent shall be determined in accordance with clauses 2.2 and 2.3.
 - d. Should further written notice not be given by one party to the other under the provisions of clause 2.1(c), the party served under clause 2.1(a) or (b) shall be deemed to have accepted the rental so notified by the other party.
 - e. The current market rent deemed to have been accepted in accordance with the provisions of clause 2.1(d) or determined in accordance with the provisions of clauses 2.2 and 2.3, shall be the annual rent payable by the Tenant from the relevant Review Date.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 6 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

- f. Pending the determination of the new annual rent the Tenant shall pay the average of the rent specified in the Landlord's notice under clause 2.1(a) or the Tenant's notice under clause 2.1(b) (whichever issues first) and the rent specified in the Disputing Party's Notice (if any). Upon determination of the new current market rent an appropriate adjustment shall be made immediately.
- g. Any variation in the annual rent resulting from such determination shall take effect on and from the relevant Review Date notwithstanding that either party's rent assessment may have been given or the new annual rent may have been determined after that Review Date.
- h. The rent review at the option of either party may be recorded in a deed. The parties shall meet their own legal costs in relation to such a deed.
- i. Where any statute, regulation, order or other lawful requirement imposing any rent moratorium or freeze has the effect of:
 - (i) postponing any periodic review of the annual rent in accordance with the provisions of this Lease; or
 - (ii) postponing the commencement of payment of any varied annual rent which would be payable following a review of the annual rent;

either party may elect to exercise the review by postponing the Review Date to a day on or after the date the rent moratorium or freeze ceases to apply to this Lease and the new rent shall then be established at, and be payable from, such postponed Review Date. The postponement of any Review Date under this clause shall not prevent a review of the rent taking place on the next Review Date, or otherwise postpone such subsequent Review Date.

- j. On the determination of the review, if the reviewed rent is more than the rent paid from the Review Date to the determination of the review, the arrears of rent shall be paid forthwith by the Tenant and if the reviewed rent is less than the amount paid, the overpayment of rent shall be refunded forthwith by the Landlord.

2.2 Should either party serve upon the other the Disputing Party's Notice or if the parties cannot agree on the annual rental to apply from a renewal date pursuant to the provisions of clause 26.1(a) then the following provisions shall apply:

- a. The parties either themselves or through the Registered Valuers furnishing certificates under clauses 2.1(a), 2.1(b) or 2.1(c) ("the Certifying Valuers") or both shall endeavour through negotiation to agree upon a current market rent within 42 days from receipt of the Disputing Party's Notice ("the negotiation period").
- b. Negotiations under clause 2.2(a) shall be on a "without prejudice" basis to any subsequent arbitration of a current market rent at which details of such negotiations shall be inadmissible.
- c. Should the parties be unable to mutually agree a current market rent in writing during the negotiation period or such further time as they may mutually agree to extend the negotiation period, then within 14 days from the end of the negotiation period the parties shall endeavour to agree the appointment of an umpire who need not be a Registered Valuer. Should they be unable to agree upon the appointment of the umpire then either party may request the President for the time being of the New

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 7 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

Zealand Institute of Valuers (or any successor organisation) to appoint an umpire and obtain the umpire's written acceptance of the appointment.

- d. The Certifying Valuers shall act as arbitrators for the parties unless otherwise directed by either party to this Lease who both reserve the right to appoint counsel to act on their behalf in the hearing of any determination before the umpire.
- e. The parties through their arbitrators and counsel (if any) shall attend upon the reference as directed by the umpire and the same shall be conducted under the provisions of the Arbitration Act 1996 or any enactment passed in substitution thereof.
- f. When the new current market rent has been determined by arbitration the umpire shall give an award and reasons thereof, in writing, if required by either party. The notice shall specify how the costs of the arbitration shall be borne and may direct the payment of interest by one party to the other at such rate as the umpire may think appropriate.

2.3 In determining the current market rent the Certifying Valuers and the third arbitrator shall:

- a. For so long as Her Majesty the Queen is the tenant hereunder, have regard only to the actual use the Premises are put to by the Tenant as defined in Item 8 of the First Schedule.
- b. Have regard to any deleterious condition of the Premises arising from:
 - (i) the Landlord's failure to perform the Landlord's maintenance, repair, replacement or structural repair and replacement obligations under this Lease;
 - (ii) any inherent defect in the Premises; and
 - (iii) any faulty design, construction, workmanship, repair or fault in the Premises including its services which are provided by the Landlord.
- c. Deduct from any current market rent determined under this clause any component attributable to a management fee it being the agreed common intention of the Landlord and Tenant that no management fees are to be allowed for during the currency of this Lease or any renewal thereof.
- d. Disregard any deleterious condition of the Premises arising from the Tenant's failure to perform its maintenance obligations under the Lease.
- e. Disregard the value of any goodwill attributable to the Tenant's business and the value of the Tenant's Fixtures and Fittings in the Premises.
- f. Disregard any anticipated increase in the Landlord's expenses in relation to the Premises or the property of which the Premises form part over the period to which the review relates.
- g. Have regard, subject to the foregoing provisions of clauses 2.3(a) to (f) (inclusive), to the current market rent payable for comparable premises as at the relevant review date.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 8 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

2.4 Notwithstanding the foregoing provisions of this clause 2, the parties acknowledge and agree that on the first Review Date only, the annual rent payable by the Tenant shall not be less than the annual rent payable by the Tenant as at the Commencement Date.

3. PAYMENT OF OPERATING EXPENSES

3.1 Throughout the term of the Lease, the Tenant shall pay the Operating Expenses which are properly and reasonably incurred in respect of the Premises.

3.2 The Tenant shall make payment of all of the Operating Expenses direct to the relevant authority or supplier of the goods or services concerned (such authority or supplier hereinafter in this clause referred to as "the Supplier").

3.3 The Tenant will take all reasonable steps necessary to ensure that all invoices in respect of such Operating Expenses are sent by the Supplier direct to the Tenant and the Tenant shall make payment of such invoices promptly on receipt of the same.

3.4 At all times during the term of the Lease the Tenant shall keep and maintain for each Lease Year a computer ledger record of all Operating Expenses paid by the Tenant. Such computer ledger record shall record full details of all invoices received and payments made in respect of such Operating Expenses.

3.5 Within four (4) weeks from the end of each Lease Year the Tenant shall supply to the Landlord a fully completed copy (certified correct by the Tenant) of the computer ledger record of the Operating Expenses for that Lease Year.

3.6 The Tenant shall forthwith upon request produce a receipt or other evidence of payment of any Operating Expenses which the Tenant is required to pay direct to a Supplier.

3.7 If the Landlord incurs any expenditure which the Tenant is liable to pay as an Operating Expense the Tenant will reimburse the Landlord within 28 days of demand being made by the Landlord in writing.

4. OVERDUE PAYMENTS

4.1 The Tenant shall pay interest to the Landlord at the rate prescribed in Item 7 of the First Schedule on all rent payments and other monies payable by the Tenant to the Landlord under this Lease which are overdue for more than **twenty-eight (28) days**.

5. GOODS AND SERVICES TAX

5.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the Goods and Services Tax payable by the Landlord in respect of the rental and other payments payable by the Tenant hereunder. The Goods and Services Tax in respect of the rental shall be payable on each occasion when any rental payment falls due and in respect of any other payment shall be payable on demand.

5.2 If the Tenant shall make default in payment of the rental or other monies payable hereunder and the Landlord becomes liable to pay additional Goods and Service Tax then the Tenant shall on demand pay to the Landlord the additional Goods and Services Tax.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 9 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

- 5.3 Notwithstanding anything to the contrary, the Landlord shall provide to the Tenant a scheduled multiple tax invoice in respect of the annual rent payable hereunder detailing each separate supply made hereunder, the due date for payment for each such supply and the Goods and Services Tax inclusive amount payable in respect of each such supply:
- a. within 14 days of the Commencement Date in respect of the period from and including the Commencement Date up to but not including the first Review Date; and
 - b. within 14 days of each Review Date in respect of the period from and including such Review Date up to but not including the next subsequent Review Date.

SHARED PAYMENTS

6. LEGAL EXPENSES

- 6.1 Each party shall pay its own costs of and incidental to the preparation, variation or renewal of this Lease.
- 6.2 The Tenant shall pay the Landlord's reasonable legal costs for the proper enforcement of the Landlord's rights, remedies and powers under this Lease arising from the Tenant failing to observe and perform its covenants under this Lease.

LANDLORD'S PAYMENTS

7. LANDLORD TO PAY OTHER OUTGOINGS

- 7.1 The Landlord shall pay all outgoings in respect of the Premises (including its services) other than the Operating Expenses payable by the Tenant under the provisions of clause 3.

TENANT'S PAYMENTS

8. INSURANCE

- 8.1 The Tenant shall at all times during the term keep the Building insured in the names of the Landlord as owner and the Tenant as tenant under this Lease to its full replacement value against destruction or damage by fire, earthquake and fire following earthquake, explosion, water damage, flood, burglary or theft, malicious damage and other sudden and unforeseen loss or damage and will pay the premiums in respect thereof.
- 8.2 The Tenant shall at all times at its own cost maintain a policy or policies providing adequate cover for:
- a. Loss or damage by destruction of windows and other glass and all the Landlord's fixtures and fittings and chattels; and
 - b. Public risk cover of at least \$10 million; and
 - c. Land slip or subsidence in respect of the Premises to a limit of \$2,000,000 in respect of any one loss.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 10 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

MAINTENANCE AND CARE OF THE PREMISES

9. LANDLORD'S MAINTENANCE AND CARE OF THE PREMISES

9.1 Maintenance of Roof and Exterior:

- a. The Landlord shall at its own cost keep and maintain the roof, gutters, and downpipes and exterior of the Building including exterior doors and windows in good and substantial decorative and structural repair, order and condition and in a watertight condition throughout the term of the Lease or any renewal or extended term and shall when reasonably necessary repaint or otherwise redecorate the exterior of the Building to a specification/colour as agreed with the Tenant including the roof as may be appropriate.
- b. The Landlord will replace the roof of the Building if the same shall require replacement during the term of the Lease or any renewed or extended term. Any dispute as to whether the roof of the Building requires replacement shall be determined pursuant to clause 35.
- c. Subject to the provisions of this Lease, if any goods, merchandise or property of any kind which may be in the Building during the term shall be damaged or destroyed by water or otherwise, or through inflow or leakage of water then the Landlord shall be liable in respect thereof unless the Tenant was aware of any defect in the roof or exterior of the Building liable to cause such damage and did not give previous notice in writing (where practicable) to the Landlord of such defect. The Landlord shall be under no obligation to accept any liability hereunder where want of repair or damage caused to the Building has been caused by or results from any act or default or negligence of the Tenant or any persons under the control of the Tenant.

9.2 Structural Maintenance Repair and Replacement: The Landlord shall be responsible for all structural maintenance, structural repair and structural replacement required in respect of the Premises other than such work required by reason of:

- a. any change of use or alteration to the Premises initiated by the Tenant for its own convenience; or
- b. the number or sex of persons employed on the Premises by the Tenant.

9.3 Miscellaneous Obligations:

- a. The Landlord shall at its own cost promptly provide, repair, replace and maintain and (where applicable) keep working during normal hours of business all plant, machinery and fixtures and fittings of the Landlord including but not limited to lifts, air conditioning plant (if any), fire protection plant, ventilation plant, gas, electricity, water, drainage and plumbing systems now or at any time serving or installed in or on the Premises, but not including electrical, plumbing, drainage or other systems within the Building which shall be the responsibility of the Tenant.
- b. The Landlord will enter into and keep current at the Landlord's expense such comprehensive maintenance service repair and replacement contracts (called "the contracts") as are required to comply with the provisions of clause 9.3(a) or otherwise assure to the Tenant the performance of such work, subject to prior consultation with the Tenant in respect of the scope of work to be undertaken pursuant to such contracts, and the performance standards thereunder. The Landlord

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 11 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

shall submit any such contracts or arrangements to the Tenant for its approval. Such approval shall be promptly given and shall not be unreasonably or arbitrarily withheld by the Tenant. The Landlord shall make available to the Tenant within **seven (7) days** of receiving the same copies of the contracts when signed and all reports relating to the testing and repair of lifts, air conditioning, fire protection and other equipment which affects the Tenant's employee's health, safety and enjoyment of the premises.

9.4 The Landlord shall also at its own expense in all things:

- a. remove graffiti on the Premises within a reasonable time of receiving notification of the same from the Tenant;
- b. clean the exterior of the Building including its gutters, downpipes, exterior canopies and other like services and amenities as and when reasonably necessary but not less than three monthly throughout the term of this Lease or any renewal or extended term;

If in the course of clearing the gutters, downpipes and exterior canopies it shall be necessary to trim any surrounding trees this shall be carried out in full consultation and agreement with the Tenant and with due regard to any protection orders existing in respect of such trees; and

- c. comply with all legislation relating to the Building or the Premises including any notice or requisition issued under the Resource Management Act 1991, the Building Act 2004 or any regulation or code made under either of those Acts or like legislation except in those cases where this Lease expressly places the responsibility and costs for such work on the Tenant or where the expenditure is necessary as a result of the Tenant's alterations to the Premises or the number or sex of persons employed on the Premises by the Tenant, (excluding always any off premises work necessitated by the provisions of section 112 of the Building Act 2004 which shall be the responsibility of the Landlord howsoever the need for such works may arise).

9.5 The Landlord shall pay:

- a. the costs of obtaining and maintaining a compliance schedule and annual building warrant of fitness; and
- b. all charges payable to the Building Industry Authority or Territorial Authority and any certifiers or consultants employed in connection with any matters under clause 9.5(a) for which the Landlord is liable.

9.6 The Landlord shall be responsible for all maintenance, repair or replacement necessary in respect of the Premises which is not the specific liability of the Tenant in terms of clause 10.

9.7 This clause 9 is to be read subject to the provisions of clause 3 and the Sixth Schedule.

10. TENANT'S MAINTENANCE AND CARE OF PREMISES

10.1 The Tenant shall subject to any maintenance covenants by the Landlord in a proper and workmanlike manner and to the reasonable requirements of the Landlord:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 12 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

- a. **Maintain the Premises:** Keep and maintain the interior of the Building in the same good tenable repair and condition as it was in at the commencement date of this Lease and at the end or sooner determination of the term yield up the same in like clean order, repair and condition.
- The obligations of the Tenant stated in this sub-paragraph do not include responsibility for:
- (i) wear and tear;
 - (ii) inherent defects or faulty design or construction in respect of the Building (including its services); or
 - (iii) faulty workmanship or repair which is not the responsibility of the Tenant;
 - (iv) damage by fire, earthquake, flood, storm, Act of God or inevitable accident.
- b. **Repair minor breakages:** Repair all interior glass breakages and breakage or damage to all interior doors, interior windows, light fittings and power points of the Building.
- c. **Painting:** Paint and decorate those parts of the interior of the Building which have previously been painted and decorated as and when deemed necessary in the opinion of the Tenant.
- d. **Floor coverings:** Keep all carpet and other floor coverings in the Building in a clean and tidy condition, fair wear and tear excepted.
- e. **Make good defects:** Repair damage caused by unusual, abnormal, improper or careless use of the Premises by the Tenant or those for whom the Tenant is responsible.
- f. **Rubbish Removal:** Keep the Premises free of garbage and rubbish at all times and store the same in containers designed for that purpose prior to removal at such periods as may be reasonably necessary.
- g. **Cleaning:** Keep the Premises, including toilets included in the Premises, in a clean and tidy condition.
- h. **Exterior Windows:** Cause the exterior windows of the Building to be cleaned not less than once every four calendar months.
- i. **Grounds Maintenance:** Keep the Land, including the grounds, yards, carparks, paved areas, any other sealed or surfaced areas, fences, and other garden or lawn areas clean tidy and in good tidy order, repair and condition and free of rubbish **PROVIDED THAT** the Tenant shall not be liable in respect of:
- (i) electrical, plumbing, drainage or other systems laid on, below or above the surface of the Land to the point where they are connected to the Building; and
 - (ii) the replacement of driveways, lawns, or fences or the removal of trees.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 13 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

j. **Electrical Plumbing and Drainage Systems:** Maintain, repair and (where necessary) replace all electrical, plumbing and drainage systems associated with the Tenant's fitout within the structure of the Building.

10.2 Electrical plumbing and drainage systems

Nothing in clause 10.1 shall obligate the Tenant to maintain, repair or replace the whole or any part of the Landlord's electrical, plumbing, drainage or other systems serving the Premises or the Building except to the extent that such systems are associated with the Tenant's fitout within the structure of the Building.

11. NOTIFICATION OF DEFECTS

11.1 The Tenant shall give the Landlord prompt notice of any accident to or defect in or on the Premises of which the Tenant is aware of and for which the Landlord is liable and in particular in relation to any pipes or fittings used in connection with the water, electrical, gas or drainage services for the Premises.

12. TENANT MAY REPAIR

12.1 If the Landlord for a period of not less than one month from the date of receipt of any notice given under clause 11.1, defaults in the due and punctual repair, maintenance or replacement of any part of the Premises, or in the event that any repairs, maintenance or replacement for which the Landlord is responsible need to be undertaken as a matter of urgency, (whether subject to a service contract or not), then without prejudice to the Tenant's other rights and remedies expressed or implied the Tenant may, at its discretion in all things and upon the giving of **five (5) days** notice in writing to the Landlord by the Tenant's employees and contractors, with all necessary equipment and material at all reasonable times, execute such works.

12.2 Any monies expended by the Tenant in executing such works shall be payable by the Landlord to the Tenant upon demand together with interest thereon at the default interest rate in Item 7 of the First Schedule from the date of expenditure down to the date of payment, subject always to the provisions of clause 3 and the Sixth Schedule.

12.3 Any work done by the Tenant under this clause shall not release the Landlord from any liability in respect of the breach of any expressed or implied covenant, condition or agreement contained herein.

12.4 The Tenant in carrying out such work shall, when reasonably possible, use such contractors as may be necessary to preserve any guarantees of workmanship or materials repaired or replaced under the provisions of this clause.

13. LANDLORD ENTRY FOR REPAIRS

13.1 The Tenant shall permit the Landlord and all persons authorised by it the right to enter upon the Premises with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):

- a. to view the state of repair of the Premises and to ascertain whether or not there has been any breach of the terms of this Lease;
- b. to carry out repairs or other works to the Premises;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 14 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

- c. to execute any work required to remedy a defect which is the Tenant's duty to repair if the Tenant has not within **twenty eight (28) days** of the date of receipt by the Tenant of written notice from the Landlord requiring such defect to be repaired taken steps to remedy the defect and without prejudice to other remedies the Landlord may recover the costs of and incidental to such repairs from the Tenant forthwith on demand;
- d. for the purposes of complying with the terms of any present or future legislation affecting the Premises or of any notice served on the Landlord or Tenant by any competent authority for which the Tenant is not responsible under this Lease;
- e. in the event of the Premises being either destroyed or damaged for the purposes of rebuilding or restoration;
- f. for the purpose of carrying out any repairs alterations additions or other works to the utility or other services provided to the Tenant,

PROVIDED ALWAYS in exercising such right:

- g. the Landlord shall use its best endeavours to minimise any disturbance caused to the Tenant in the occupation and use of the Premises by the Tenant; and
- h. the Landlord and all persons authorised by the Landlord shall at all times be accompanied by representatives of the Tenant

BUT in no event will any compensation be payable to the Tenant unless the Landlord is in breach of its obligations under this proviso in which case the rental shall abate according to the nature and extent of the disturbance suffered by the Tenant.

- 13.2 All reasonable costs incurred or suffered by the Landlord in carrying out such works shall be reimbursed to the Landlord by the Tenant upon demand being made from time to time and any money not paid in good time shall be recoverable in the same manner as rent in arrears.
- 13.3 The Landlord shall in no event be responsible to the Tenant for any failure by the Landlord to match or comply with any existing or preferred colour or design scheme, but the Landlord shall nevertheless use its best endeavours to so match or comply with such colour or design scheme.
- 13.4 Notwithstanding anything to the contrary contained or implied in this Lease the Landlord acknowledges and agrees that the Tenant shall be entitled to restrict or deny access to the Premises by any person authorised by the Landlord to enter the Premises for the purposes set out in clause 9 or otherwise where such person:
 - a. has a criminal record; or
 - b. in the reasonable opinion of the Tenant is considered by the Tenant to have a background which may conflict with the integrity and reputation of the Tenant or the activities carried on at the Premises by the Tenant; or
 - c. presents an actual or potential threat to the discharge by the Tenant of the Tenant's statutory obligations, or to the security or safety of staff employed by the Tenant at the Premises, members of the judiciary, or other court users.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 15 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

If requested by the Tenant, the Landlord will use all reasonable endeavours to supply to the Tenant the full name and date of birth of any person who enters the Premises for the purposes set out in clauses 9 and 13 or as otherwise provided for in this Lease. If the Landlord is unable to supply such information within a period of 48 hours of being requested to do so, or if the Landlord having done so it is established as a result of enquiries by the Tenant which are confirmed in writing to the Landlord, that such person falls within any of the categories in subclause (a), (b) or (c) above, then further access will be denied to such person in which case the Landlord will take all necessary steps to ensure that such person does not have further access to the Premises for the purpose of clauses 9 and 13 or as otherwise provided for in this Lease.

MISCELLANEOUS TENANT COVENANTS

14. PERMITTED USE

- 14.1 The Tenant shall only use the Premises or permit the Premises and any part thereof to be used for the permitted use specified in Item 8 of the First Schedule. The Premises shall not be used for any other purpose without the consent of the Landlord (such consent not to be unreasonably or arbitrarily withheld).
- 14.2 The Landlord shall not as a pre-condition to granting any consent under this clause require the payment of any fee, fine or other consideration.

15. TENANT SIGNAGE/NAMING RIGHTS

- 15.1 The Tenant shall be permitted to affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement as appropriate to the business of the Tenant and shall have the exclusive right to name the Building throughout the term of the Lease or any renewed term.
- 15.2 Signage shall be secured in a safe and substantial manner so as not to cause any damage or injury to the Premises or to any person and the Tenant shall at the end or sooner determination of the term remove signage and make good any damage or injury occasioned thereby.

16. ADDITIONS AND ALTERATIONS

- 16.1 The Tenant will not make or permit to be made any alterations or additions whatever to the Premises or any part thereof, nor cut, alter or injure any of the walls or floors or ceiling of the Building without first producing to the Landlord plans and specifications of such alterations and obtaining the written consent of the Landlord.
- 16.2 The Landlord shall not unreasonably or arbitrarily withhold written consent to any proposed Tenant alterations or additions.
- 16.3 Any permitted alterations or additions shall be carried out by the Tenant in a good and workmanlike manner.
- 16.4 Notwithstanding the foregoing provisions, the Tenant shall be entitled to alter the layout of the partitions, fixtures and fittings (and install new partitions, fixtures and fittings) in the Building without being required to obtain the Landlord's approval where such alteration or installation is required to meet day to day operational changes by the Tenant and does not involve any significant alteration to any of the Landlord's Fixtures and Fittings.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 16 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

16.5 The Tenant shall be under no obligation to remove any alterations or additions made to the Premises pursuant to the foregoing provisions, nor to reinstate the Premises at the expiration or sooner determination of this Lease.

17. REDEVELOPMENT WORK

17.1 In the event that the Tenant wishes to carry out Redevelopment Work as that term is defined in clause 17.7 ("Redevelopment Work") during the term of the Lease or any renewed or extended term, the Tenant shall seek the consent of the Landlord to the carrying out of the Redevelopment Work, and shall submit a written proposal to the Landlord setting out:

- a. reasonable details of the Redevelopment Work; and
- b. an estimate of the cost of carrying out the Redevelopment Work supported by estimates or quotations from reputable and experienced contractors and builders; and
- c. the Tenant's proposal for the variation to the annual rent in the event that the Landlord elects to pay for the cost of the Redevelopment Work.

17.2 In considering whether to consent to the carrying out of the Redevelopment Work the Landlord:

- a. will not act arbitrarily or unreasonably;
- b. may elect whether or not to pay for the cost of the Redevelopment Work at its complete discretion.

17.3 In the event that:

- a. the Landlord consents to the Redevelopment Work; and
- b. the Landlord agrees to pay for the cost of the Redevelopment Work; and
- c. the Landlord accepts the Tenant's proposal for the variation to the annual rent to take account of the expenditure of the Landlord in carrying out the Redevelopment Work,

then the Landlord shall proceed to carry out the Redevelopment Work in a good and workmanlike manner in accordance with plans and specifications and a programme of works to be agreed by the parties.

17.4 The parties will negotiate in good faith to agree the basis upon which the annual rent will be varied to reflect any expenditure by the Landlord in carrying out the Redevelopment Work, acknowledging that the Landlord will be entitled to a market return on the capital cost of the Redevelopment Work having regard to the then current market interest rate of return, the remaining term of the Lease, and the requirement of the Landlord to amortise the cost of the Redevelopment Work over the remaining term of the Lease. In the event that the parties are unable to agree on the variation to the annual rent the Landlord shall be under no obligation to carry out the Redevelopment Work or to pay for it.

17.5 In the event that the Landlord consents to the Redevelopment Work but does not agree to pay for the cost of the Redevelopment Work, the Tenant at its option may elect to carry out the Redevelopment Work at its cost. Where the Tenant so elects to carry out the Redevelopment Work:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 17 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

- a. Clauses 17.1(a), (b) and 17.2(a) of this Lease shall apply in respect of the Redevelopment Work; and
 - b. For the purposes of any review of the annual rent as at a Review Date (as defined in Item 6(d) of the First Schedule) the Premises will be assessed as if the Redevelopment Work had not been carried out; and
 - c. The property in the Redevelopment Work shall be vested in the Tenant until the expiration or sooner determination of the term of this Lease or any renewed or extended term when the property in the Redevelopment Work shall vest absolutely in the Landlord without the Landlord being required to compensate the Tenant; and
 - d. The Tenant shall be absolved from any liability to remove the Redevelopment Work or reinstate the Premises in respect of the Redevelopment Work at the expiration or sooner determination of the term.
- 17.6 In the event that the Landlord wishes to carry out any Redevelopment Work it shall submit a written proposal to the Tenant setting out reasonable details of the Redevelopment Work and all details of the impact of such Redevelopment Work upon the Tenant. The Tenant shall have a complete discretion as to whether or not to consent to such Redevelopment Work.
- 17.7 For the purposes of this clause 17 the term "Redevelopment Work" means either :
- a. additions to or replacement of the Building; or
 - b. any upgrading or refurbishment work to the Building; or
 - c. the construction of a new building or structure on the Land.
- 18. NO OFFENSIVE, NOXIOUS, ILLEGAL OR DANGEROUS USE**
- 18.1 The Tenant shall not during the term hereby created:
- a. bring in or upon or store within the Premises or permit to be brought in or upon or stored within the Premises any machinery or goods or things of an offensive, noxious, illegal or dangerous nature or of such weight, size or shape as is likely to cause damage to the Premises; or
 - b. use or permit to be used the Premises for any noisome, illegal or offensive trade or business; or
 - c. permit or suffer any act or thing to be done which may be or grow to be a nuisance, disturbance or annoyance to the Landlord or its other tenants or the owners or occupiers of adjoining lands.
- 18.2 The Tenant shall conduct the Tenant's business upon the Premises in a clean, quiet and orderly manner free from damage, nuisance, disturbance or annoyance to any person provided however that the proper carrying on of any permitted use set out in Item 8 of the First Schedule shall not of itself be deemed to constitute a breach of this clause.
- 18.3 The Tenant shall not bring or permit to be brought onto the Premises anything that will cause or in the reasonable opinion of the Landlord be likely to cause any structural or other damage to the floors or walls or

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 18 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

any other part of the Building and the Tenant will not allow anything to be so placed or stacked as to cause any undue strain to the walls or floor of the Building.

19. TENANT'S INSURANCE COVENANT

19.1 The Tenant shall not put the Premises to any use which:

- a. shall make void or voidable any policy of insurance on the Building; or
- b. render any increased or extra premium payable for any policy of insurance on the Building except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the Premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the permitted use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

19.2 In any case where in breach of this clause the Tenant has rendered any insurance less effective or void and the Landlord has suffered loss or damage thereby the Tenant shall forthwith compensate the Landlord in full for such loss or damage.

20. DESTRUCTION OR DAMAGE TO PREMISES

20.1 **Total Destruction:** If the Premises or any portion of it shall be destroyed or so damaged as to render the Premises untenable or unfit for business use and occupation, the said term shall cease and determine as from the date of such destruction or damage.

20.2 Any termination pursuant to this clause shall be without prejudice to rights of either party against the other up to the time of such cesser or determination or for damages for any antecedent breach of any covenants or conditions herein expressed or implied.

20.3 Partial Destruction:

- a. If the damage to the Premises shall not be such as to lead to the determination of the term under clause 20.1, and
 - (i) the Tenant's policy or policies of insurance upon the Premises shall not have been invalidated or payment of the policy monies refused by any act or default of the Tenant, and
 - (ii) all necessary permits and consent shall be obtainable,

THEN the Landlord (subject to the provisions of any mortgage over the Premises) shall with all speed, time being of the essence, expend all the insurance monies received by the Tenant in respect of such damage towards repairing such damage and reinstating the Premises to the condition that existed prior to the damage or destruction unless the parties agree to reduce the scope of the redevelopment with corresponding adjustment to the annual rent, but the Landlord shall not be bound to expend on repair and reinstatement any sum of money greater than the amount of the insurance moneys received.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 19 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

- b. Pending such repair and reinstatement a fair proportion of the annual rent and Tenant's outgoings (if any) shall abate according to the nature and extent of the damage for such period and to such an extent as may be agreed or failing agreement as is fixed by arbitration in accordance with the provisions of clause 35;
- c. any repair or reinstatement shall be carried out by the Landlord using such materials and form of construction as may be necessary to reinstate the Premises to at least a reasonably equivalent standard to that previously enjoyed by the Tenant;
- d. if any necessary permit or consent shall not be obtainable or the insurance monies received by the Landlord shall be inadequate for the repair or reinstatement and the Landlord shall be unwilling to effect full reinstatement, or if the Landlord shall fail to proceed to repair and reinstate with all reasonable speed (delays beyond the control of the Landlord excepted), then the Tenant may at any time thereafter by notice in writing to the Landlord determine this Lease and upon receipt of such notice by the Landlord this Lease and the term shall cease and determine absolutely but without prejudice to the claim of either the Landlord or the Tenant for any antecedent breach of any covenants or conditions or restrictions herein expressed or implied.
- e. Should the Landlord not demonstrate to the Tenant's reasonable satisfaction within **sixty (60) days** of such destruction or damage that the Landlord has proceeded with the adoption of a programme which will achieve repair and reinstatement within a timeframe reasonably acceptable to the Tenant and the Tenant's business then the Tenant may cancel this Lease on giving the Landlord and any mortgagee of the Landlord in respect of the Premises **fourteen (14) days** prior written notice.

21. DISTRESS

- 21.1 The Landlord may distrain for rent or other moneys payable under this Lease remaining unpaid **fourteen (14) days** after due date whether any demand for payment shall have been made or not.
- 21.2 This clause shall not apply for so long as Her Majesty the Queen is the Tenant.

22. RE-ENTRY

- 22.1 If:
 - a. and whenever the rent hereby reserved or any part thereof shall be in arrears or unpaid for **twenty-eight (28) days** after the same shall have become due and payable;
 - b. the Tenant shall be in breach or default in the observance or performance of any of the agreements, covenants, conditions and restrictions on the Tenant's part herein contained;
 - c. the Tenant shall become bankrupt or be wound up or go or be put into liquidation or receivership or make or enter into any composition, assignment or other arrangement with or for the benefit of the Tenant's creditors; or
 - d. the Tenant suffers distress or execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of \$5,000.00;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 20 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

then it shall be lawful for the Landlord to re-enter into and upon the Premises (upon giving **seven (7) days** notice in writing to the Tenant), or any part of the Premises and to determine the Lease without prejudice to the rights of either party against the other.

22.2 This clause shall not apply for so long as Her Majesty the Queen is the Tenant.

23. TENANT'S CHATTELS ON RE-ENTRY

23.1 The Landlord shall not be answerable for any loss that may happen to any property of the Tenant in the exercise of the Landlord's power of re-entry and upon such re-entry, the Landlord shall be entitled to remove from the Premises any chattels belonging to the Tenant and place them outside the Premises without being answerable for any damage thereby caused to such chattels.

24. TENANT'S FITOUT AT EXPIRATION OF LEASE

24.1 Notwithstanding anything to the contrary in this Lease at the expiration or earlier determination of this Lease the Tenant may at its sole option in all things:

- a. leave the Tenant's Fixtures and Fittings or any part thereof on the Premises;
- b. remove the whole or any part of the Tenant's Fixtures and Fittings from the Premises and make good any damage to the Premises caused by such removal and any such property of the Tenant left on the Premises pursuant to either clause 24.1(a) or this sub-clause for more than 14 days after the expiration of the Lease shall be deemed to have become the property of the Landlord;
- c. subject to the Tenant observing and performing the terms of clause 24.1(a) or 24.1(b), the Landlord shall have no further claim whether at law or in equity against the Tenant for any matter arising from the removal or abandonment of the Tenant's Fixtures and Fittings as aforesaid; and
- d. notwithstanding the foregoing provisions, the Tenant shall leave the Premises in a clean and tidy condition.

25. QUIET ENJOYMENT

25.1 The Tenant upon paying the rent, hereby reserved and performing and observing all the covenants and conditions on the Tenant's part expressed or implied shall quietly hold and enjoy the Premises throughout the term without any interruption from the Landlord or any person claiming under or in trust for the Landlord.

26. RENEWAL

26.1 If the Tenant has not been in material breach of this Lease and has given to the Landlord written notice to renew the Lease at least 3 calendar months before the end of the term the Tenant may renew the Lease for the next further term from the Renewal Date as follows:

- a. the annual rent to apply from the Renewal Date shall be agreed upon or failing agreement, shall be determined in accordance with clauses 2.2 and 2.3;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 21 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

- b. such annual rent shall be subject to review during the further term on the review dates specified in Item 6(d) of the First Schedule;
- c. the renewed Lease shall otherwise be upon and subject to the covenants and agreements herein expressed or implied including the right to renew the Lease for a further term from the next succeeding Renewal Date; and
- d. pending the determination of the renewal rent, the Tenant shall pay the rent specified in clause 2.1(f). Upon determination, an appropriate adjustment shall be made.

27. FIRST RIGHT OF REFUSAL TO PURCHASE

- 27.1 This clause 27 only applies to the extent that it is not inconsistent with the provisions of the Te Ture Whenua Maori Act 1993 or the terms of Trust upon which the Premises are vested in the Landlord.
- 27.2 If, at any time during the term of this Lease or any renewal thereof the Landlord shall desire to sell the Premises the Landlord shall give to the Tenant notice in writing of the Landlord's intention to sell the Premises, the price fixed by the Landlord for such purchase, and the other terms and conditions proposed by the Landlord ("the Landlord's Notice").
- 27.3 The Tenant shall have **fifteen (15) Working Days** from the date of receipt of the Landlord's Notice within which to elect by notice in writing to the Landlord ("the Tenant's Notice") to purchase the Premises at the price and on the terms and conditions specified in the Landlord's Notice.
- 27.4 Upon the Tenant having exercised the Tenant's option to purchase by serving the Tenant's Notice pursuant to clause 27.3 the parties will be deemed to have entered into a contract for the sale and purchase of the Premises on the terms of the agreement at the date of the exercise of the option then in use by the New Zealand Law Society in association with the Real Estate Institute of New Zealand.
- 27.5 The Tenant shall within fifteen (15) Working Days of receipt by the Landlord of the Tenant's Notice complete the purchase by making payment to the Landlord of the purchase price specified in the Landlord's Notice plus GST (if any) and all rent, outgoings and other amounts payable and due or accruing due under the Lease up to the date of settlement. Upon such payment being made by the Tenant to the Landlord the Landlord will transfer the Premises to the Tenant for an estate in fee simple free of any mortgage, charge or encumbrance.
- 27.6 If the Tenant shall decline to elect to purchase the Premises or shall not give notice within the said period of **fifteen (15) Working Days** after receipt of the Landlord's Notice then the Landlord will be at liberty to sell the Premises on the open market, **PROVIDED THAT** the Landlord will not offer to sell the Premises to any other party at a price lower than that first offered by the Landlord in the Landlord's Notice or on terms and conditions more favourable to a purchaser than those specified in the Landlord's Notice without first re-offering the Premises by notice in writing to the Tenant for purchase at such lower price and on such terms and conditions. In such case the Tenant shall have **seven (7) Working Days** after receipt of such notice in writing within which to elect to purchase the Premises at such lower price or on such more favourable terms and conditions and shall complete such purchase in the manner hereinbefore provided within **seven (7) Working Days** of receiving the Landlord's amended notice.
- 27.7 In the event that the Tenant elects not to purchase the Premises or shall not give notice within the period of **seven (7) Working Days** of receiving the Landlord's amended notice referred to in clause 27.6, the Landlord

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 22 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

will be at liberty to sell the Premises on the open market and shall be under no further obligation to re-offer the Premises to the Tenant.

27.8 For the purpose of this section 27 the term "sale" means:

- a. A sale, transfer, vesting or other disposition of the Landlord's registered estate and interest in the Premises;
- b. The entering into by the Landlord of a superior lease in respect of the Premises;
- c. Where the Landlord is a company, the only asset of which is the Premises (or the Premises together with other premises leased to the Tenant), any change or rearrangement in the beneficial ownership of the shareholding of the Landlord having the effect of altering the effective control of the Landlord

and the word "sell" shall have a corresponding meaning.

28. ASSIGNMENT OR SUB-LETTING

28.1 The Tenant will not during the continuance of this Lease assign, transfer or sub-let or part with the possession of the Premises or any part or parts thereof or by any act or deed procure the Premises or any part or parts thereof to be assigned, transferred or sub-let or put into the possession of any person or persons, corporation or corporations without the consent in writing of the Landlord first had and obtained provided that the Landlord will not unreasonably withhold its consent to a transfer or assignment sub-lease or parting with possession to a respectable, responsible, solvent and suitable transferee, assignee, sub-tenant or possessor but before giving such consent and as a condition precedent to the giving of such consent, the Landlord shall be entitled to the performance by the Tenant of the following conditions, namely:

- a. the Tenant shall submit to the Landlord the name, address and occupation of any proposed transferee, assignee, sub-Tenant or possessor together with such information and evidence as the Landlord may reasonably require in order to ascertain whether such person is respectable and has the financial resources to meet the Tenant's commitments under the Lease;
- b. if the proposed transferee, assignee, sub-Tenant or possessor is accepted by the Landlord then the Tenant shall pay the Landlord's solicitors' reasonable costs of and incidental to such consent and to the completion of any deed of covenant and/or guarantee as hereinafter provided for in this clause;
- c. the Tenant shall (in the case of a proposed assignment or transfer only), procure the execution by such transferee or assignee of a deed of covenant by such transferee or assignee with the Landlord that the transferee or assignee will at all times during the said term duly pay the rent hereby reserved at the times and in the manner herein mentioned and shall observe and perform the covenants, conditions and agreements herein contained or implied on the part of the Tenant to be observed and performed but without thereby releasing the Tenant from its obligations to pay the rent reserved and to observe and perform the other covenants and conditions on its part herein contained or implied and in particular without thereby releasing the Tenant from liability in respect of any increased rental becoming payable pursuant to the provisions of this Lease at any time during the said term;
- d. the Tenant shall have paid all rent and other moneys for the time being due or payable by the Tenant hereunder and performed all other obligations of the Tenant up to the date of such transfer, assignment, sub-lease or parting with possession; and

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 23 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

- e. where the proposed assignee is a company other than a company listed on the New Zealand Stock Exchange, the Landlord may require the controlling shareholders of the company to enter into a Deed of Guarantee to be in a form acceptable to the Landlord and the costs incurred by the Landlord in the preparation and execution of the guarantee are to be paid by the Tenant who, at the Tenant's discretion, may recover such costs against its Assignee.
- 28.2 The Landlord will not demand payment of any fine or sum of money in the nature of a fine in relation to such consent.
- 28.3 In the case of a Tenant being a private company, a sale or transfer of any of the shares or beneficial ownership of the same in the capital of such company other than amongst any existing shareholders thereof whereby management or control of the company changes shall be deemed to be an assignment of this Lease.
- 28.4 The Tenant shall pay the Landlord's proper and reasonable costs and disbursements in respect of any covenant and any reasonable enquiry made by or on behalf of the Landlord concerning any proposed assignee, sub-tenant or guarantor.
- 28.5 Notwithstanding any rule of law to the contrary it is specifically agreed that in the event of an assignment or transfer of this Lease by Her Majesty the Queen ("the Crown"), the following provisions shall apply:
 - a. in the event of an assignment or transfer during the initial term of the Lease the liability of the Crown shall cease at the expiration date of the initial term of the Lease (but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the initial term of the Lease);
 - b. in the event of an assignment or transfer during any renewed term of the Lease, the liability of the Crown shall cease and determine as from the expiration of that renewed term, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the renewed term.

GENERAL

29. HOLDING OVER

- 29.1 In the event of the Tenant remaining in lawful possession of the Premises and the Landlord accepting rent therefor after the expiration or sooner determination of the term of this Lease, then the Tenant shall hold over upon the terms and conditions of this Lease applicable to a monthly tenancy which may be determined by either party giving to the other one month's notice in writing.

30. ACCESS FOR RE-LETTING

- 30.1 During the period of two months prior to the expiration of the lease by effluxion of time the Tenant shall permit the Landlord at reasonable times to enter upon and view the Premises with intending tenants and others for the purposes of further leasing the Premises provided that not less than 48 hours notice of such entry has been given to and agreed with the Tenant.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 24 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

31. LANDLORD'S CONSENT

- 31.1 Where the Landlord's consent or approval is required pursuant to any provisions of this Lease, such consent or approval shall be promptly given and shall not be unreasonably or arbitrarily withheld.
- 31.2 Such consent or approval shall be required for each separate occasion, notwithstanding any prior consent or approval obtained for the same purpose on a prior occasion.

32. BODY CORPORATE

- 32.1 Where the Landlord holds title under the Unit Titles Act 1972 ("the Act"), the following provisions shall apply:
- a. the Landlord shall observe and perform all of the Landlord's duties as a member of the Body Corporate and shall ensure as far as possible that the Body Corporate complies with its rules and the Act;
 - b. the Landlord's obligation to insure the Premises shall be satisfied by the Body Corporate maintaining appropriate policies;
 - c. the Tenant's obligations to indemnify the Landlord hereunder are extended to include the Body Corporate only to the extent that the Body Corporate is not totally indemnified under any policy of insurance; and
 - d. should the Landlord's consent be required under this Lease, then the like consent of the Body Corporate shall be required if this is necessary under its rules or the Act.

33. EARLY TERMINATION

- 33.1 Notwithstanding anything to the contrary herein contained, it is agreed that the Tenant shall be entitled to terminate this Lease by first giving six (6) months notice in writing to that effect to the Landlord **PROVIDED THAT:**
- a. no such notice shall be capable of being given to the Landlord whereby the period of six (6) months shall expire prior to the expiration of a period of ten (10) years computed from the Commencement Date; and
 - b. no such notice shall be given unless the Building is no longer suitable for the purposes of the Tenant and:
 - (i) Redevelopment Work (as that term is defined in clause 17.7) is not feasible for the Tenant; or
 - (ii) the Landlord has not consented to Redevelopment Work proposed by the Tenant.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 25 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

34. DISPUTES AND ARBITRATION

- 34.1 Should any dispute or difference arise between the parties concerning this Lease or any other matter arising under the Lease, then the parties will actively and in good faith negotiate with a view to a speedy resolution of such dispute or difference.
- 34.2 If the parties are unable to resolve such dispute or difference, then the same may be referred by the parties to an expert agreed upon by the parties within **seven (7) days** of such dispute or difference arising and such expert shall endeavour to resolve the matter within **seven (7) days** of referral and the decision of the expert shall be final and binding unless within **seven (7) days** from receipt of the expert's decision (time being of the essence), either party gives notice to the other that it rejects the expert's decision.
- 34.3 If the parties are unable to agree upon the appointment of an expert or if either of the parties rejects the expert's decision as aforesaid, or if the parties agree to settle the matter by arbitration, then the same shall be settled by reference to 2 arbitrators, one appointed by each party to the dispute, and their third arbitrator (with such third arbitrator appointed by the 2 arbitrators) in accordance with the Arbitration Act 1996.
- 34.4 The parties will co-operate to ensure the expeditious conduct of any arbitration, and will comply with all such time limits as may be reasonably sought by the other with respect to the settling of terms of reference, interlocutory matters and, generally, all steps preliminary and incidental to the hearing and determination of the arbitration.
- 34.5 Nothing in this clause shall apply to the determination of a reviewed rental.

35. NOTICES

- 35.1 All notices relevant to this Lease must be served in writing.
- 35.2 All notices must be served by one of the following means:
- a. on the party as provided in section 152 of the Property Law Act 1952; or
 - b. on the party by personal delivery or by posting by ordinary mail or by fax transmission.
- 35.3 In respect of the means of service specified in clause 35.2, a notice is deemed to have been served:
- a. in the case of personal delivery, when received by the party;
 - b. in the case of posting by ordinary mail:
 - (i) if sent within New Zealand to another New Zealand address, the second Working Day;
 - (ii) if sent from one address to an overseas address, the tenth Working Dayof posting to the address for service notified in writing by the party;
 - c. in the case of fax transmission, when sent to the fax number notified in writing by the party and a confirmation is printed indicating that transmission occurred.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 26 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

- 35.4 Notice served by a party after 5 pm on a Working Day or on a day which is not a Working Day shall be deemed to have been served by that party at 9 a.m. on the next succeeding Working Day.
- 35.5 When 2 or more notices are deemed to have been served at the same time they shall take effect in the order in which they would have been served but for this clause.
- 35.6 Any period of notice required to be given under this Lease shall be computed by excluding the day of service.
- 35.7 Any notice required by this Lease shall be given or sent to the addresses specified in Item 10 of the First Schedule or such other addresses as are notified to the other party from time to time:
- 36. DEFINITIONS**
- 36.1 In this Lease unless a contrary intention appears:
- a. "the Building" means the building described in Item 2 of the First Schedule together with any extension or alteration subsequently made to the Building.
 - b. "the Land" means the land in the Certificates of Title described in Item 1 of the First Schedule and shall include any additional land which the Landlord develops by way of erecting further improvements or extensions as part of the Building and which is managed and operated as an integrated complex in conjunction with the improvements from time to time existing on the Land.
 - c. "the Landlord's Fixtures and Fittings" means those items listed in the Fourth Schedule situated in or on the Premises and owned and maintained by the Landlord as at the commencement of this Lease or any time thereafter.
 - d. "Lease Year" means each period of 12 months compute from 1 March 2007 in each calendar year, and where the context requires, includes part of a Lease Year.
 - e. "the Operating Expenses" means the expenses payable in respect of the Premises as set out in the Sixth Schedule to this Lease.
 - f. "the Permitted Use" shall mean the Permitted Use of the Premises as set out in Item 8 of the First Schedule.
 - g. "the Premises" means the premises described in Item 3 of the First Schedule and shall be deemed to include such floor coverings, curtains, blinds, ceilings, light fittings, air conditioning and other equipment provided by the Landlord from time to time to service the Premises, together also with the Landlord's Fixtures and Fittings.
 - h. "the Review Date" means those dates for the review of the annual rental payable by the Tenant as set out in Item 6(d) of the First Schedule.
 - i. "the Renewal Date" means those dates for the renewal of this Lease as set out in Item 5(d) of the First Schedule.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 27 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

- j. "Registered Valuer" means a person who is a full, registered member of the New Zealand Institute of Valuers (or any successor organisation) and who is competent to practise as a valuer of the kind of premises demised by the Lease and currently practising in the market at the time of appointment.
- k. "the Tenant's Fixtures and Fittings" means those items listed in the Fifth Schedule situated in or on the Premises and owned by the Tenant as at the commencement of this Lease or at any time thereafter.
- l. "the Territorial Authority" means each and every local body, Government or other authority having jurisdiction or authority over or in respect of the Land and/or the Building or the use or occupation thereof.
- m. "Related Company" has the meaning set out in section 2 (3) of the Companies Act 1993.
- n. "Working Day" means any day of the week other than:
 - (i) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, New Zealand's anniversary day and the provincial anniversary day as observed in Whanganui; and
 - (ii) A day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page

28

of

31

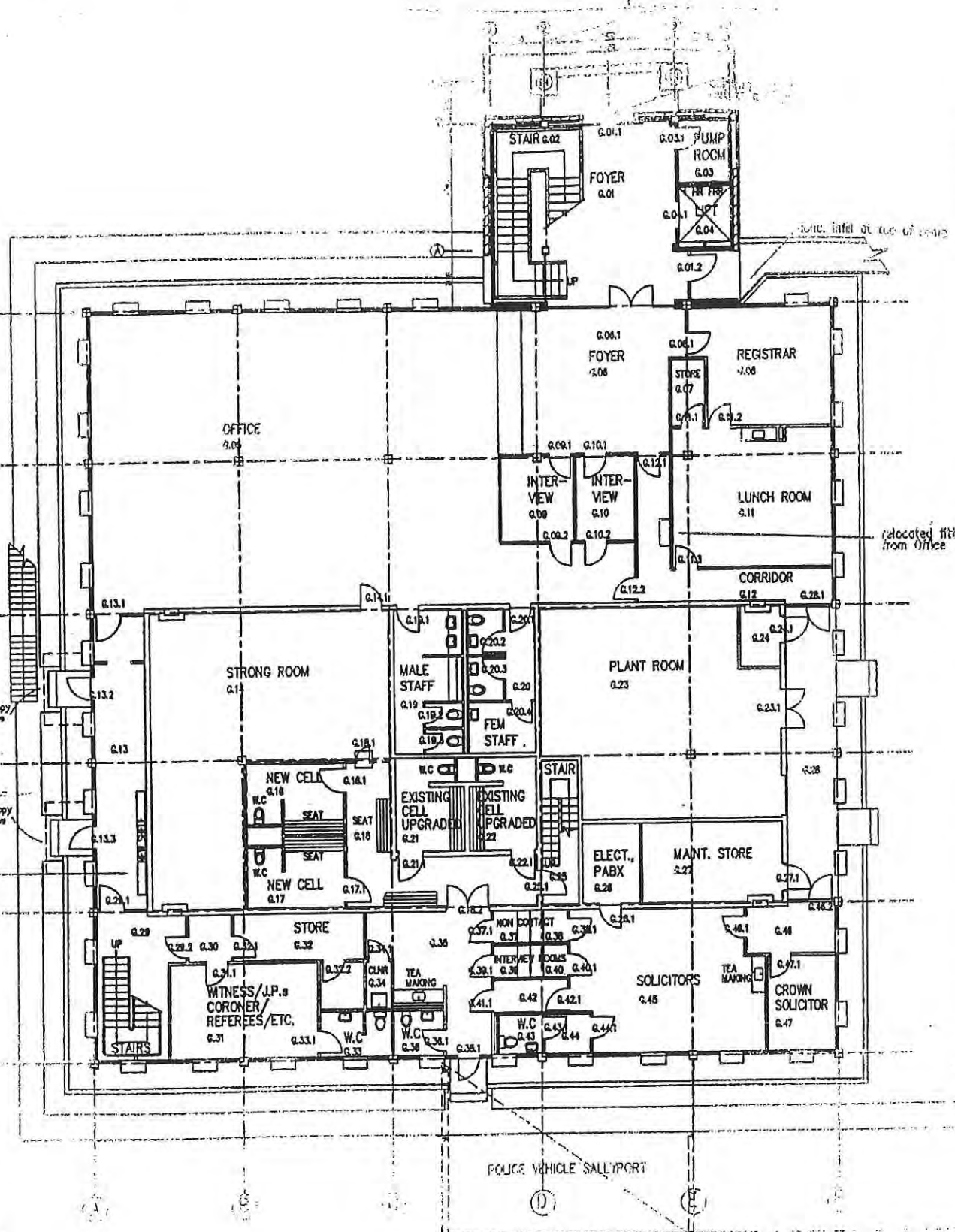
Pages

(Continue in additional Annexure Schedule, if required.)

THIRD SCHEDULE

Floor Plan

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



CONFIDENTIAL

CONFIDENTIAL

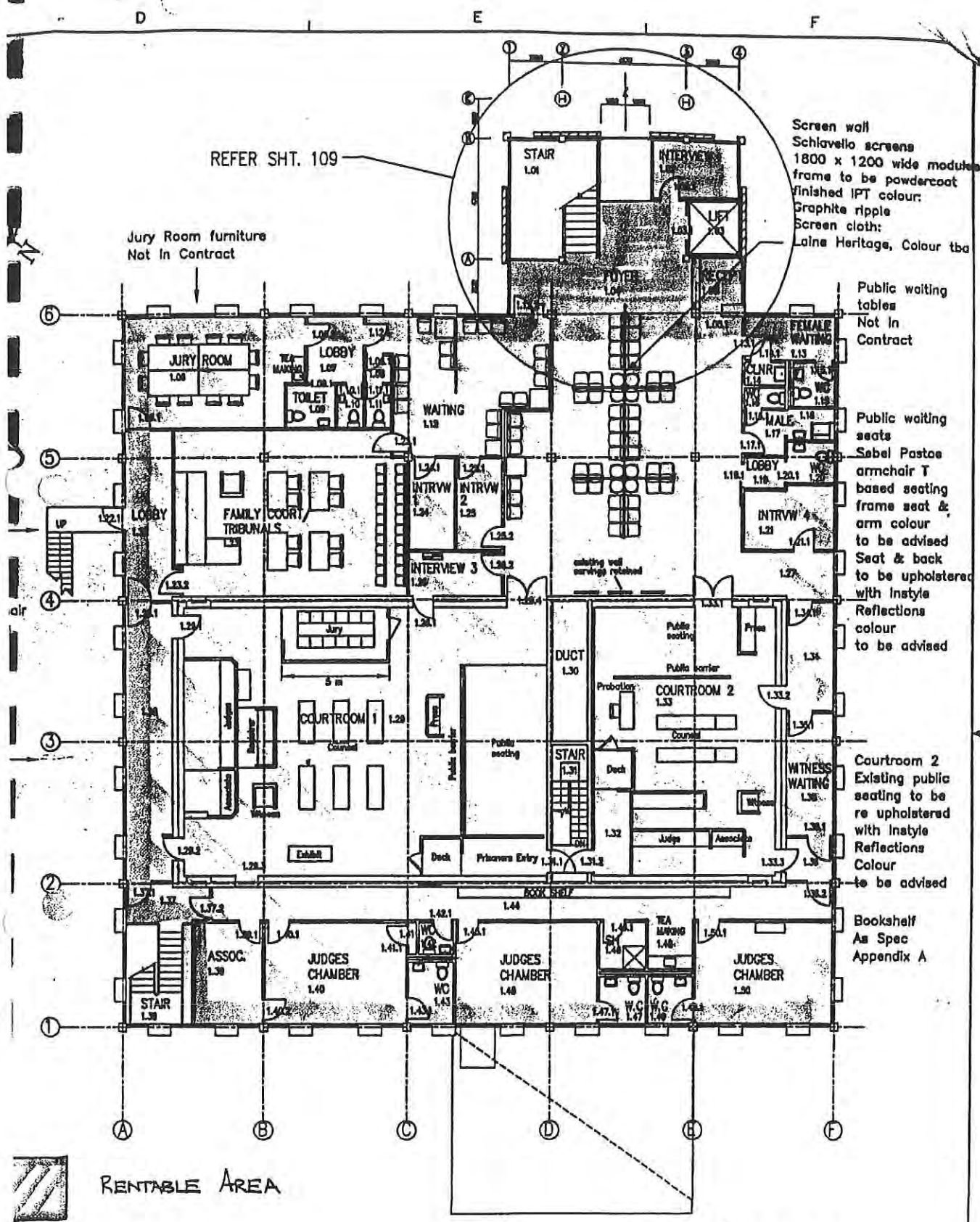


CONFIDENTIAL

PROPOSED GROUND FLOOR PLAN

DEPARTMENT FOR COURTS
 WANGARUA COURTHOUSE RECONSTRUCTION

DEPARTMENT FOR COURTS
 WANGARUA COURTHOUSE RECONSTRUCTION
 PROPOSED GROUND FLOOR PLAN
 27/7/99



FIRST FLOOR PLAN
AS BUILT



WORKS
Consultancy Services
ARCHITECTURAL
PALMERSTON NORTH
P.O. BOX 1478 PALMERSTON NORTH
PH (06) 360 2500
FAX (06) 360 2525

TITLE: DEPARTMENT FOR COURTS WANGANUI COURTHOUSE REDEVELOPMENT			
PROPOSED. FIRST FLOOR PLAN			
This drawing and its contents are the property of Works Consultancy Services Ltd. Any unauthorised use, reproduction, in full or in part, is prohibited.		JOB 4/560/5	CODE SHEET 6541 108
SCALE: 1:100 (AT A1)	PLOT DATE 2/9/1998	FILE 440059.20	CAD FILE REVISION F: Projects

ORIGINAL SIZE A1

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 29 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

FOURTH SCHEDULE

Description of Landlord's fixtures and fittings

- Lifts and related equipment
- Fire protection systems including fire sprinkler system, smoke detector systems, heat detector systems, fire alarm call point and sounders (including automatic voice staged evacuation systems) stairwell fire doors, risers and fire hose reels but excluding hand held fire extinguishers
- Electrical reticulation systems from the supply authority main to the main switch boards and electrical reticulation systems to any submains including submain boards
- HVAC System
- Boiler, storage tank and perimeter convection system
- Cold water and sanitary plumbing systems
- Toilet air extract systems
- Cleaners sinks
- Building Management Systems
- Showers and all toilet fixtures and fittings
- Emergency lighting systems
- Exterior automatic doors and roller doors excluding sallyport and Judges carpark
- All ceiling systems
- All recessed lighting

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 30 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

FIFTH SCHEDULE

Description of Tenant's fixtures and fittings

- All internal partitions including courtroom furniture and fittings
- All carpet and other floor coverings
- Blinds and curtains
- Internal and External security systems, security access systems and security monitoring
- Hand held fire extinguishers
- Hot water cylinders
- Audio systems
- Information and technology services and equipment
- Intruder detection system
- Access control systems
- Cell block doors and locks
- All Courts signage
- Fixed works of art
- Institutional toilets

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 31 of 31 Pages

(Continue in additional Annexure Schedule, if required.)

SIXTH SCHEDULE

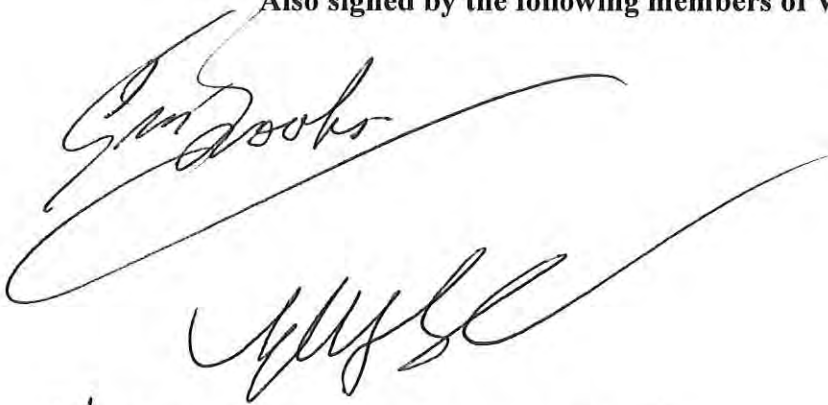
Operating Expenses of the Premises

1. Rates or levies payable to any local or territorial authority.
2. Charges for water, gas, electricity and other utilities or services, including line charges.
3. Rubbish collection charges.
4. New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
5. Insurance premiums and related valuation fees.
6. Service contract charges for all air conditioning, lifts, and other building services (being the contracts referred to in clause 9.3(b) of this Lease).
7. Repair and maintenance charges incurred by the Landlord (including the maintenance and repair of building services to the extent that such charges do not comprise the cost of a service maintenance contract), but excluding:
 - (a) charges for structural repairs to the Building (minor repairs to the roof of the Building shall not be a structural repair); and
 - (b) charges for the cleaning or repainting of, and decorative repairs to, the roof and exterior of the Building.
8. The provisioning of toilets and other shared facilities.
9. The cost of ground maintenance, ie lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences (but excluding the cost of items specified in the proviso to clause 10.1(i) of this Lease).
10. Yard and carparking area maintenance and repair charges but excluding charges for structural repairs to any carparking area of the building.
11. The costs incurred and payable by the Landlord in supplying to the Territorial Authority a building warrant of fitness and obtaining reports as required by section 108 of the Building Act 2004.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

Also signed by the following members of Whanganui Iwi



TK NGAPAERANGI Waikua-PoHe

Stacey Rowe.

~~Purata~~ Ngapaerangi

Leighton Peck

Jaden

Cleveland

Hemi

PUAKERI WINTERBURN 8yrs

Michael Wade McPeak

TEKOPAE TAPUTORO 6yrs.

Anne Taputoro.

AIA 2 | Taputoro-Filo 5yrs.

Te Rongimare Luiseuti.

Legacie Tuivirangi

Zara-leigh Tuivirangi-Rapana

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

Also signed by the following members of Whanganui Iwi

Julie S. Ranginui
Jo Takarangi - Teinini
Carol Tyson - Ranea
Susie Wahapa - Ngati Haua
Louise Wahapa - Ngati Haua
Potonga, Nega Rauru
Terehua Te Paki
Lynn Haenga
Horowia Mei Takarangi - Baile
Graham Puru
Vicky Puru
Antane Pona
Vejalon (TAURA)
Camandra Slack
TEKERENGA WHANARERE
Te Wahana Hakarara - Ngati Patuteketeke
Rongomaitawhiri Ah-ching Nga Paerangi
Tia-Moana Poutini Lawrence - ~~Teinini~~
Te Renia Box Kendrick
EGYPT PEKE - ~~Teinini~~
Whatarangi Murphy - Pechi

Rangit M Wills

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

Also signed by the following members of Whanganui Iwi

Lee T. K Ashford (NO Parikino)

Rii Templeton

TENAIMOKO Edmunds 

Shant Ranganui eades

Dash Turirangi-Rapana.

Deana McKay (Okeia School)

Dennie Withers (AWA SCHOOL)

Tianah ann Withers - Jackson "

Tiripa Withers - Jackson "

Denise Withers -

" Whanganui River

Emily Watson Whanganui Awa

RAUKUPA Malcolm " "

TEAWA Tere

ana Tapine

~~ana~~ Atarie

Tap.
Whanganui Awa "awa"
ana Meihana Parata "

Trudi O'Leary

Corinne Yehu-Watson Te Awa o Whanganui

Cheryl Rangimerie Winterburn

Dath Tap To Whanganui East

Deletar Tap To Te Kura o Whanganui Awa School


Jamil Tap To - filo Te Kura o Whanganui Awa

Marge Winterburn Strongman.

Ian filo

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

Also signed by the following members of Whanganui Iwi

- UNCLE TOM (VM) NGATI PAMOANA
Muriel Taranaki Te Hua o Whanganui
Koreroanga Ponga Ngati Ruru
Te Hāiri
- Tristan Patuwarua "Taranaki"
Leitanga Le Pohe Wairua whanganui
- Peter TE AMORANGI TUKIWAHO TERIINI TE ARANA-MATATUA NAKA
- Leinie Green (Aotea Waaka) 
- Stephanie Paranihi - Ngati Tunharetoa/Ngai Tahu/
SERENA PARANIHI - NGATI TUNHARETOA/NGAI TAHU
Nicole Beckham - Te Atihauui-a-Paparangi
Sharon Ngamoko McKenzie Nga Paerangi
- Angela Anne Tipu - ~~Ngati Pamoana~~
- Te Hua Tahiri Beattie
Giana Ikema
Jaimie Chadwick - Te Mokopuna o Taupa - Ngati Rangī
- Taape Petaka Osborne Whanareve - Ngati Tuera
Nga Paerangi
Mel Petaka Osborne - Ngati Tuera me Ngati Pamoana
Marama Mako - Atihauui-a-Paparangi, Taranaki, Ngati Apa
Parata Deweti - Atihauui-a-Paparangi
Maruata Dawn Jeki Atihauui-a-Paparangi
Zena Roore - Atihauui-a-Paparangi (Ngati Pamoana)
Paparangi (Ngati Hineoneone)
- Blair Mere te Aroha.

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

Also signed by the following members of Whanganui Iwi

Ana Winterburn - Pakarero - Whanganui Awa School.

Nga Roma Poa - Steve Abraham (Whanganui)

Hineparaurangi Hawira Hnetai paniora (Whanganui)

Potaka Strongman

TAREEA TUUTA (WHANGANUI)

Barbara Jane Williams

Garry Palmer

JAMES HEREMATA

Kere Te Anaua M. Lead

James W.H.

KARENA PUHI 2007

Sacho Te Utupoto Keating

Monica Te Auia

Wai Wiari Southen (Teno)

Sherise White S. D.

Cuigi Wymer G. D.

PAKAU Wiparaki (TONGARIRO Ngati HIKAIRO WA)

TUI TE WAI TARU (MELB. AUST)

PAKAU * RERE (Tongariro N * HIKAIRO)

Donna Lawrence Ngati Hineoneone

Shirlisha Waitokia Ngati Hineoneone.

Eruera Wallace. Ngati Teera Hineawa

Mania Rapana.

Ringitia Mako

Parekura Mako

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

Also signed by the following members of Whanganui Iwi

ERUERA RANGANUI

Robiny Kristte de Jonge

Epic Tuivirangi - Rapana

Meg Clifford

Wereta

Kahurangi Luisetti

Duqan Paul Ratana

Tea Ratana

Yatley, Maxelle de Jant

K.P.

Wanini Tamakehu

Gene M. Peet & Tohu Peet

Knox's Pateo

Natasha Brown

Bronwyn Panga - P. Ramani * Tevanui * Teori Panga

Shannon R

Rangimarie Penhairangi

Kiridani Takiri, Gabriel Foro, Marroa & Pikitara i

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

Also signed by the following members of Whanganui Iwi

Temia. Pauro Butte. Ranana Ngati Ruaka

Evelyn Broad. Ranana Ngati Ruaka.

Ane Keating Whanganui Ngati Ruaka.

Mara KIDOLE - Whanganui

Huia Kirk - Putiki.

Myriam Moko

Maraangi Waitai Nga Wairiki

Gloria Wca. Whanganui Ngati Hauarou

Koro CADDY) KAI WHAIKI. PA.

Barney Haami Leo Rongo mana
Tiahuia Abraham. Whanganui

Nahi Matama Tehi. Whanganui.

Rangini

Matahiwi

Sarah Rangini

Atene. River Rd

John Jameson
Whanganui

Sharon Rangini. Whanganui

Nikora Karaitiana - Whanganui

Le Wahanaa Hakarua - Ngati Patutokotoko

Victoria Kumeroa - Whanganui Parikino Marae

Iezha DEVIES Riley

Ocean-view woon

Loric Waihe

Lakan Kasey

ANTHONY
VAHNYA

TE AMORANGI Ariana

Mahinarangi
tuhirangi

TE HIRINGA

Ta mo Manuere
Domi hana

Patana - Whale

Chantal Ratana - whale

Kaiwhaiki. Ponaarehu. Parikino

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

Also signed by the following members of Whanganui Iwi

Genevieve Ngata Ngata, Ruaka
Te Kohanga reo o Ngati Kuanui

Ngawai Akapita Ngaruahine
Te Kohanga reo o Ngati Kuanui

Rongonui Kimiora Akapita

Mehoa Ngataierua Nga Ruahine

Jahleel Ngataierua Nga Ruahine

Te Kohanga reo o Ngati Kuanui.

~~Te Kohanga reo o Ngati Kuanui~~
Te Kohanga reo o Ngati Kuanui

Tristan Patuwaia "Taranaki Hardcore"

Josephine Ross

Kai Del Lanton-Ross

Jenascia-lee Lanton-Ross

Alarzey Lanton-Ross

} Nga ruahine

MS. Allon (TAUIRA)

Cheronne Simon Ngapaerangi

Jayden Pein

Kynnette Bishop

Rita Wharakura

Majenta Bowlin

Tomairangi Wharakura

} Te Atihau a
Paparaangi

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

Also signed by the following members of Whanganui Iwi

Candy Manaiia Harrison - Ngati Hinearo Ngati Tuera
Jeron - Reef Hiri - Gush : Ngati Apa, Morehu, Te Ahi Hau
Justin Gush - Ngati Apa, Morehu, Te Ahi Hau
Kereru Mako
LESLIE TEWICKI - TAUNI
Tamara Smith - Ngati Panoana
Nga Paerangi
Taira Te Waimi Aua Penhairangi Te Awe Awe Smith
Ngati Panoana,
Nga Paerangi
Ngati Ruaka.
Karen Matae -
Trudi Green ?
Cerald Patea. Nga Paerangi
Heroy Matthews Nga Paerangi / Ngati Apa
Waimanawa Potaka-Osborne Whanarere
Karahi Potaka-Osborne whanarere
Raylene McKenzie whanganui iwi
Mihipeka Leah
Hohepa Harris McKenzie - ~~Amazon~~
No Ngapuhi
Jason Harrison - Ngati Tuera, Ngati Hinearo
Pikihua Box Ngati Hau - Patiarero.
Hikitia Box Ngati Hau - Patiarero

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

Also signed by the following members of Whanganui Iwi

Ko barmen Kapea taku ingoa, no Ngati Hikairo
ki Tongarivo.
Ko Hinerauji Peupi taku ingoa no Ngati Pukenga-me
Ngati Rangitahi, me
Ngati Rangitahi.

Hamish

St. Levee
Sam Huirama Osborne

Turwharata

Jade Mills
Billie Mills

Ngati Rangitahi me Ngati Porou.

Tasi Pioiva

Ngapuhi me ngati Niuean.

Remona H. Jones

Jurheto. Ngakani Ngapuhi Ngati Kape

Marilyn Cribbo Kairimu Mako

ngatu ueruku Tamahaki
Atiwhenui Paharangi

Michelle Mavis

Mita Reweti-Jones Ngati Paharangi.

Rua Wana no Ngati Porou.

Kyran Katere Ngatuman

Atama Waitai - Ngatere

Ani Tetahi Waitai - Ngatere

Ariana Waitai

Tania Te Huna

To Ania Te Huna

PUTIKI

Angel Te Huna

Santana Te Huna

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

Also signed by the following members of Whanganui Iwi

Veronica Baker.

Paea Smith

Harata Thompson.

Potonga - Nga Rauu

Miley Wroe. Poutama

Rebecca Wode Poutama

Ken Clarke. Nga Paerangi.

Haylee Nga Tupoko

E May Cribble Te Hui

Malcolm Nikasima Brooks Ngati Pamoana

Le Wahanaa Hakaia - Ngati Patutoko Toka

Maska Ihenei Ratana - Nga hine o te ra.

Joseph - Nga Paerangi

Hawa - Ngati Rangitiki.

VCS Allan (TAIIRA)

Piri te Kaha (Whangarei) Ngati Hauarua

Rene: Tapa + Wharou Whangarei (Hingakou)

Hene Tamara & Alan Piri
Koravara Heru Koro Whangarei

Jackie Neilson!

Peter & Watson

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

Also signed by the following members of Whanganui Iwi

Maia Deidre Whakaporo Mill
Trina Taurua

Ngauru Kiitahi/Nga
R. Spang
R. Mills

Whakaria mai Pautini

Paris Brimzie

Haarangi Patuwairua

Juani Reweti

Heeni Takarangi

Kahamaiterangi

Te Aratu Taupau

Kea ro natate Roari

Huiariki Ratana - whale

Nikan tamehana - moore

Anahera Thompson-Raneri.

Semi - Brooks Tu Poka

Tauwa mareikura

Te Whakahawe a Pokai

Rauri Murray

CHEVRON Tipu - Mareikura

Jacqueline Thameison

Dylan Pekama

Madisa Jacobs-Kecne.

Te Hape Martha Osborne Ngati Tuera

DEED OF ON-ACCOUNT SETTLEMENT BETWEEN
WHANGANUI IWI AND HER MAJESTY THE QUEEN

Also signed by the following members of Whanganui Iwi

Shevi Thomas

Tyler Thomas Hagan

Brooklyn Brown

Boston Brown

Te Paraihe Mair (10 years)

Ropata Chibbalo

Ngatatan Tamaro (3 years)

Pikihi: Haami.