THE DESCENDANTS OF THE ORIGINAL OWNERS OF MARAEROA A AND B BLOCKS

and

THE TRUSTEES OF THE MARAEROA A AND B TRUST

and

THE CROWN

DEED TO AMEND THE DEED OF SETTLEMENT OF HISTORICAL CLAIMS

12 July 2012



THIS DEED is made on 12 July 2012

BETWEEN

THE DESCENDANTS OF THE ORIGINAL OWNERS OF MARAEROA A AND B BLOCKS

AND

THE TRUSTEES OF THE MARAEROA A AND B TRUST

AND

THE CROWN



BACKGROUND

- A. The Crown and the descendants of the original owners of Maraeroa A and B blocks are parties to a deed of settlement dated 12 March 2011.
- B. The trustees, under the Maraeroa A and B trust deed, established the Maraeroa A and B Trust as the governance entity trust under clause 1.8.1 of the deed of settlement.
- C. The trustees, as required by clause 1.8.2 of the deed of settlement, entered into a deed of covenant dated 29 July 2011.
- D. The Crown, the trustees and the descendants of the original owners of Maraeroa A and B blocks wish to enter into this deed to formally record, in accordance with paragraph 5.1 of the general matters schedule to the deed of settlement, certain amendments to the deed of settlement.

IT IS AGREED as follows:



1. EFFECTIVE DATE OF THIS DEED

1.1 This deed takes effect when it is signed by the parties.

2. AMENDMENTS TO THE DEED OF SETTLEMENT

- 2.1 The deed of settlement:
 - 2.1.1 is amended by making the changes set out in schedule 1 to this deed; and
 - 2.1.2 is further amended by inserting the documents described in schedule 1 and attached in schedules 2 to 4 to this deed; but
 - 2.1.3 remains unchanged except to the extent provided by this deed.

3. DEFINITIONS AND INTERPRETATION

3.1 Unless the context otherwise requires:

"deed of settlement" means the deed of settlement dated 12 March 2011 between the descendants of the original owners of Maraeroa A and B blocks and the Crown;

"Maraeroa A and B Trust" means the trust established by the Maraeroa A and B trust deed;

"Maraeroa A and B trust deed":

- (a) means the deed of trust establishing the Maraeroa A and B Trust, dated 29 July 2011; and
- (b) includes:
 - (i) the schedules to the deed of trust; and
 - (ii) any amendments to the deed of trust or its schedules; and

"parties" means each of the descendants of the original owners of Maraeroa A and B blocks, the trustees and the Crown;

"trustees" means the trustees for the time being of the Maraeroa A and B Trust, in their capacity as trustees of that trust.

- 3.2 Unless the context requires otherwise:
 - 3.2.1 terms or expressions defined in the deed of settlement have the same meanings in this deed; and
 - 3.2.2 the rules of interpretation in the deed of settlement apply (with all appropriate changes) to this deed.

SIGNED as a deed

SIGNED by the TRUSTEES OF THE MARAEROA A AND B TRUST as trustees of that trust and for and on behalf of THE **DESCENDANTS OF THE ORIGINAL** OWNERS OF MARAEROA A AND B BLOCKS in the presence of:

Wayne Glen Høani Katu

Phillip Ngawhira Crown

Jack Te Reti

Aloma Kahurangi Marae Shearer

Kataraina Hodge

Cerett Peter Mariu

WITNESS

Name: Schashar Bishop

Occupation: School Pholyt

Address: Wellingto ~

SIGNED for and on behalf of THE CROWN by the Minister for Treaty of Waitangi Negotiations in the presence of:

Christopher fully to

Honourable Christopher Finlayson

WITNESS

Name: Sarah Ferguson.
Occupation: Senior Private Secretary

Address: Wellington.

Schedule 1

AMENDMENTS TO DEED OF SETTLEMENT

Clause or schedule of the deed of settlement	Amendment to the deed of settlement
"Purpose of this deed", page 1	The words "and the incorporation legislation" are inserted after the words "is conditional upon settlement legislation" in the final bullet point on page 1.
Clause 5.13.11(a)	The word "and" is deleted after the semi-colon at the end of this clause.
Clause 5.13.11(b)	The word "and" is inserted after the semi-colon at the end of this clause.
New clause 5.13.11(c)	This clause is inserted as new clause 5.13.11(c) immediately after clause 5.13.11(b) as follows:
	"a registrable electricity easement in gross in relation to that site, over the area shown D on SO 442898, in the form in part 4.4A of the documents schedule; and".
Clause 5.13.20(c)	The word "and" is deleted after the semi-colon at the end of this clause.
New clause 5.13.20(d)	This clause is inserted as new clause 5.13.20(d) immediately after clause 5.13.20(c) as follows:
	"a registrable right of way easement in gross in relation to that site, over the areas shown BA, BB, BC, BD, BE, BF, RB, RF and RI on SO 442816, in the form in part 4.7A of the documents schedule; and".
	Clause 5.13.20(d) is renumbered clause 5.13.20(e) accordingly.
Clause 5.13.21	The clause reference "5.13.20(d)" is deleted and replaced with clause reference "5.13.20(e)".
Clause 5.13.28	The clause references "5.13.24 to 5.13.26" are deleted and replaced with the clause references "5.13.25 to 5.13.27".
Clause 5.13.28(a)	The clause reference "4.12" is deleted and replaced with the clause reference "4.5".

New clause 5.13.28(b)	This clause is inserted as new clause 5.13.28(b) immediately after clause 5.13.28(a):							
	"a registrable electricity easement in gross in relation to that site, over the areas shown E and F on SO 442898, in the form in part 4.5A of the documents schedule; and"							
5.13.29	The clause reference "5.13.27(a)" is deleted and replaced with the clause reference "5.13.28(a)".							
New clause 9.3.2	This clause is inserted as new clause 9.3.2 immediately after clause 9.3.1 as follows:							
	"9.3.2 the incorporation legislation; and".							
	Clause 9.3.2 is renumbered accordingly.							
Clause 9.4	The words "and the incorporation legislation" are inserted after the words "settlement legislation".							
Clause 9.5.4	The full stop at the end of clause 9.5.4 is deleted and replaced with "; and".							
New clause 9.5.5	This clause is inserted as new clause 9.5.5 immediately after clause 9.5.4 as follows:							
	"9.5.5 the incorporation legislation coming into force.".							
Clause 9.9.2	Clause 9.9.2 is amended by deleting the word "has" and inserting the words "and the incorporation legislation have" after the words "settlement legislation".							
Clause 10.6.2	This clause is deleted and replaced with the following new clause 10.6.2:							
	"10.6.2 settling group's ancestor means an individual determined by the Native Land Court before 1908 to be an owner of the Maraeroa A and B blocks, including -							
	(a) the persons awarded ownership of the Maraeroa block under judgments of the Native Land Court made on 26 March 1886 (as shown in the records of the court in the Taupō minute book, volume 5, folios 82 to 83) and 24 September 1887 (as shown in the Taupō minute book, volume 9, folio 277) and identified in an order of the Native Land Court made on 17 February 1887 (as shown in the records of the court in the Taupō minute book, volume 7, folio 60 and volume 9, folios 148 to 152);							
	(b) the persons awarded ownership of the Maraeroa A and B blocks and its partitions under a judgment of the Native Land Court made on 22 September 1891 (as shown in the records							



	of the court in the Taupō minute book, volume 28, folios 113 to 117) and identified in an order of the Native Land Court made on 12 December 1891 (as shown in the records of the court in the Taupō minute book, volume 28, folios 164, 165, and 169 to 176) and in subsequent amendments to that order; and (c) the persons identified in the order of the Native Land Court shown in part 9 of the documents schedule."
Paragraph 6.1, general matters schedule	The following new definition "draft incorporation bill" is inserted immediately after "documents schedule" as follows: "draft incorporation bill means the private draft incorporation bill, known as
	the "Maraeroa A and B Blocks Incorporation Bill (2012)"; and".
Paragraph 6.1, general matters schedule	The definition of "governance entity incorporation" is amended by deleting the words "proprietors of the Maraeroa A and B Incorporation" and replacing them with the words "Maraeroa A and B Blocks Incorporation, to be established under the incorporation legislation, and the constitution of which is in part 8 of the document schedule".
Paragraph 6.1, general matters schedule	The following new definition "incorporation legislation" is inserted immediately after "income tax" as follows: "incorporation legislation means, if the draft incorporation bill is passed, the resulting Act; and".
Paragraph 6.1, general matters schedule	The definition of "Maraeroa A and B Trust" is amended by deleting all of the words after "by that name" and replacing them with ", established under clauses 1.8 to 1.11; and".
Paragraph 1.1.1, property redress schedule	The full stop at the end of paragraph 1.1.1 is deleted and replaced with "; and".
New paragraph 1.1.2, property redress schedule	This paragraph is inserted as new paragraph 1.1.2 immediately after paragraph 1.1.1 as follows:
7	"1.1.2 has provided the information to the mandated signatories about the redress properties from Land Information to Damian Stone, Partner, Kahui Legal on 1 September 2010.".
Part 2, property redress schedule	The following new encumbrance is added in the "Encumbrances" column for the Kotukunui site:
	"Subject to the electricity easement in gross referred to in clause 5.13.11(c).".



Part 2, property redress schedule	The clause reference "5.13.20(d)" in the "Encumbrances" column for the Waimiha Kei Runga site, is deleted and replaced with the clause reference "5.13.20(e)". The following new encumbrance is added in the "Encumbrances" column for the Waimiha Kei Runga site:
	"Subject to the right of way easement in gross referred to in clause 5.13.20(d).".
Part 2, property redress schedule	The clause reference "5.13.27(a)" referred to regarding the encumbrance in the "Encumbrances" column for the Whareana site is deleted and replaced with the clause reference "5.13.28(a)".
	The following new encumbrance is added in the "Encumbrances" column for the Whareana site:
	"Subject to the electricity easement in gross referred to in clause 5.13.28(b)."
Paragraph 5.23, property redress schedule	The following words are inserted after the words "licence splitting process in relation to the licensed land,":
	"unless otherwise agreed by the governance entity incorporation as licensor, and the licensee under the Crown forestry licence, and the Crown,".
Paragraph 5.24, property redress schedule	The words "licensed Crown forest land" are deleted and replaced with the words "licensed land".
Paragraph 5.26, property redress schedule	The words "licensed Crown forest land" are deleted and replaced with the words "licensed land".
Part 4, documents schedule	A new part 4.4A is inserted and is named "KOTUKUNUI SITE ELECTRICITY EASEMENT" and the form of easement, attached as part 1 of schedule 2 of this deed, is inserted in new part 4.4A of the documents schedule.
Part 4, documents schedule	A new part 4.5A is inserted and is named "WHAREANA SITE ELECTRICITY EASEMENT" and the form of easement, attached as part 2 of schedule 2 of this deed, is inserted in new part 4.5A of the documents schedule.
Part 4, documents schedule	A new part 4.7A is inserted and is named "WAIMIHA KEI RUNGA SITE RIGHT OF WAY EASEMENT" and the form of easement, attached as part 3 of schedule 2 of this deed, is inserted in new part 4.7A of the documents schedule.
Part 4, documents schedule	All references to "Proprietors of the Maraeroa A and B Incorporation" and to "Proprietors of Maraeroa A and B Incorporation" are deleted and replaced with references to "Maraeroa A and B Blocks Incorporation".

Part 6, documents schedule	All references to "Proprietors of the Maraeroa A and B Incorporation" are deleted and replaced with references to "Maraeroa A and B Blocks Incorporation".
New part 8, documents schedule	A new part 8 is inserted and is named "CONSTITUTION OF MARAEROA A AND B BLOCKS INCORPORATION", and a copy of the constitution of the Maraeroa A and B Blocks Incorporation, attached as schedule 3 of this deed, is inserted in new part 8 of the documents schedule.
New part 9, documents schedule	A new part 9 is inserted and is named "ORDER OF NATIVE LAND COURT", and a copy of the order of the Native Land Court, attached as schedule 4 of this deed, is inserted in new part 9 of the documents schedule.
Part 4, attachments	The name of this part is deleted and renamed: "4 PSGE PROVISIONS FOR SETTLEMENT LEGISLATION AND INCORPORATION LEGISLATION"



Schedule 2

Part 1

4.4A KOTUKUNUI SITE ELECTRICITY EASEMENT



Easement instrument to grant easement or *profit à prendre*, or create land covenant Sections 90A and 90F, Land Transfer Act 1952

Land registration district	
South Auckland	
Grantor	Surname(s) must be <u>underlined</u>
Maraeroa A and B Blocks Incorporation	
Grantee	Surname(s) must be <u>underlined</u>
Her Malesty The Queen acting by and through t	the Minister of Conservation
Grant* of easement or profit à prendre or	creation of covenant
Grantee (and, if so stated, in gross) the easem	f the servient tenement(s) set out in Schedule A, grants to the nent(s) or <i>profit(s) à prendre</i> set out in Schedule A, or creates rights and powers or provisions set out in the Annexure
Dated this day of	2012
Attestation	
The Common Seal of Maraeroa A and B Blocks Incorporation was affixed in the presence of:	Signed by:
Common Seal of Grantor	
Signed on behalf of Her Majesty the Queen by	Signed in my presence by the Grantee
()	
- acting under a delegation from the Director	Signature of Witness
General of Conservation dated 29.10.97	Witness to complete in BLOCK letters (unless legibly printed)
	Witness Name:
	Occupation:
Signature of Grantee	Address:
Certified correct for the purposes of th	e Land Transfer Act 1952
Solicitor for the Grantee	-



Duranta (natura and outpart) of	Shown	Servient tenement	Dominant tenement	
Purpose (nature and extent) of easement, profit(s) à prendre, or covenant	(plan reference)	(Identifier/CT)	(Identifier/CT or in gross)	
Right to convey electricity, telecommunications and computer media	D on SO 442 898	Section 3 SO 442898	In gross	
			(Đ	
Easements or profits à prendr and powers (including terms, and conditions)	- ·		emorandum number as required Il Annexure Schedule if required	
Unless otherwise provided below, prescribed by the Land Transfer F	the rights and powers in Regulations 2002 and/or t	pilled in specific classes he Fifth Schedule of the	of easement are those Property Law Act 2007.	
The implied rights and powers are	e varied/negatived/ad	d ed to or substituted b	y:	
Memorandum number	, registered unc	e r section 155A of the L	and Transfer Act 1952.	
The provisions set out in the Anne	exure Schedule.			
Covenant provisions	Delete p		emorandum number as required Il Annexure Schedule if required	
The provisions applying to the sp	ecified covenants are tho:	se set out in:		
Memorandum number	, registered und	er section 155A of the L	and Transfer Act 1952.	
Annexure Schedule 2.				

All signing parties must and either their witnesses or solicitors must sign or initial in this box



Inse	rt tyne	of inst	Annexure Schedule								
Easer			Dated Page 1 of 4 Pag								
			Continue in additional Annexure Schedule, if require								
Ease	ments	or prof	fits à prendre rights and powers (including terms, covenants, and conditions)								
1	Defi	nitions	and interpretation								
1.1	In th	is instru	ment, unless the context requires otherwise:								
	(a)	Easement Area means those parts of the Land identified in Schedule A by reference to a survey plan;									
	(b)	Emergency Situation means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity;									
	(c)	Ease cable	pment means any equipment which is at any time situated on, in, over or under the ment Area to give effect to this instrument, including any lines, wires, cables, fibre optices, communication cables, conducting media, pipes, ducts, poles, supports, casings, ators, meters, load control devices, transformers, switchgear and other works and fittings								
	(d)	Land	Land means the servient tenement set out in Schedule A;								
	(e)	Rights means the full, free, uninterrupted and unrestricted right to:									
		(i)	construct, lay, maintain, inspect, repair, alter, renew, replace, upgrade, add to, remove and operate the Equipment in the Easement Area;								
		(ii)	undertake any other works required to assist in the operation of the Equipment includir but not limited to, excavating trenches and constructing support structures;								
		(111)	transmit, convey, conduct and transform electricity by means of the Equipment;								
		(iv)	transmit, convey, conduct and transform telecommunications and computer media by means of the Equipment but only to supervise and control the Equipment;								
		(v)	enter and remain on the Easement Area and such other part of the Land as is reasonab necessary in the circumstances with or without vehicles, tools, machinery or Equipment for the purposes of exercising the Grantee's rights and obligations under this instrumen and								
	7	(vi)	construct, lay, maintain, inspect, repair, alter, renew, replace, upgrade, add to and remove an access track (including culverts, bridges and gates) in order to have access the Equipment;								
	(f)	Worl	king Day means any day of the week other than:								
		(i)	Saturday and Sunday;								
		(li)	any public holiday specified in the Holidays Act 2003 observed in the vicinity of the Landrian (or both); and								
		(iii)	a day in the period commencing on 24 December in any year and ending with 5 Januar in the following year (both days inclusive);								
	(g)		ings are included for convenience only and do not affect the interpretation of this iment;								
	(h)	word	s importing the singular include the plural and vice-versa;								
	(1)	SUCCE	ences to the parties include references to the parties' respective executors, administrators essors in title and assigns and their employees, contractors, agents, tenants, licensees and es (unless repugnant to the context); and								

Inser	t type	of inst	rument										
Easer	nent			Dated					Page	2	of	4	Pages
						Cont	Inue In a	dditloi	nal Anne	exure So	chedu	ıle, if re	equired.
	(j)		ences to legislat cement legislati			ıments ir	icludes re	eferen	ces to a	ny ame	ndme	ent or	
2	Grant	tee's ri	ghts and oblig	ations									
2.1		earties agree that the easement granted by the Grantor under this instrument grants to the see the Rights and the Grantee may exercise the Rights at any and all times.											
2.2	The G	The Grantee will, in exercising the Rights:											
	(a)	perfo	rm all work pror	mptly and	in a prop	per and v	vorkman!	like m	anner;				
	(b)	cause Land;	as little damag	je as reas	onably po	ossible to	the Lan	d and	to any s	tructure	e loca	ated on	the
	(c)		good any physi and to as close a							to any s	truct	ture loc	ated on
	(d)	comp 2,2(c)	ensate the Gran);	ntor to the	extent ti	hat the (Grantee c	ioes n	ot or ca	nnot cor	nply	with ck	ause
	(e)	give a	it least 5 Workli	ng Days' r	otice to t	the Gran	tor befor	e ente	ring the	Land, d	exce	pt:	
		(i)	in an Emergei	ncy Situat	ion;								
		(ii)	when operation	ng or insp	ecting the	e Equipm	nent; or						
		(III)	when carrying	out work	s of a mi	inor natu	ıre;						
		when	the Grantee ma	ay enter ti	ne Land v	without g	iving prid	or noti	ce; and				
	(f)	comply with any reasonable conditions of entry onto the Land imposed by the Grantor provided that those conditions do not:							vided				
		(i)	unreasonably	delay the	Grantee'	's entry o	onto the	l.and;					
		(ii)	require any pa	ayment by	the Gra	ntee; or							
		(iii)	effectively def	feat the R	ights.								
2.3	The G dange		must, at its cost	t, keep th	e Equipm	nent in go	ood ordei	r and p	prevent	it from	beco	ming a	
3	Grant	or's ob	ligations										
3.1			must not, withouelayed):	ut obtaini	ng the Gr	rantee's _l	prior con	sent (which m	ust not	be u	nreasor	nabiy
	(a)								r				
	(b)		or allow any tre d 2.5 metres in						will or m	ay whe	n full	ly grow	ń
	(c)		te any heavy m ment which is ir				ipment ir	nmedi	ately ab	ove any	/ pari	t of the	
	(d)	opera Equip	te any vehicle, i ment;	machinery	or other	r equipm	ent withi	n 4 m	etres of	any par	tofi	the	



Inse	ert type	Annexure Schedule								
	ment	Dated Page 3 of 4 Pages								
		Continue In additional Annexure Schedule, if required.								
	(e) do or allow anything that may interfere with or limit the Rights;									
	(f) do or allow anything that may interfere with the functioning of the Equipment or damage the Equipment;									
	(g)	breach any legal requirements relating to the Equipment;								
	(h)	grant any right to any person that may limit or detrimentally affect the Grantee's Rights;								
	(i)	damage or block any vehicular or pedestrian access routes over the Land used by the Grantee to have access to the Equipment; or								
	(j)	subdivide the Land If that subdivision could prevent the Grantee's legal or practical access (or both) to or along the Easement Area on foot or by vehicle (or both).								
4	Defa	ult								
4.1	If eit	her party does not meet its obligations under this instrument:								
	(a)	the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet the obligation;								
	(p)	if the party in default has not met the obligation set out in the written notice within 5 Working Days from service of the notice, the other party may:								
		(i) meet the obligation; and								
		(ii) for that purpose, enter the Land;								
	(c)	the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and								
	(d)	the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.								
4.2		Emergency Situation, the party not in default is not required to serve notice under clause 4.1(a) e remedying any default of the defaulting party but:								
	(a)	the balance of clause 4.1 will otherwise apply, with all necessary modifications; and								
	(b)	the party not in default must serve on the defaulting party written notice of the default within 5 Working Days after meeting the obligation.								
4.3		In remedying a default of the Grantee under clause 4.1 the Grantor must not interfere with the Equipment in any way whatsoever.								
5	Disp	Disputes								
5.1	If any	dispute arises between the Grantor and the Grantee concerning this instrument:								
	(a)	the party initiating the dispute must provide full written particulars of the dispute to the other party;								
	(b)	the parties must first seek to resolve the dispute directly by negotiation;								
	(c)	if the dispute is not resolved within 15 Working Days of the date on which the parties begin their negotiations, the dispute may be resolved by reference to mediation if both parties agree to do so; and								



Ease	ment			Dated				Page	4	of	4	Pages
					,	Contin	ue In addit	ı ional Ann∈	exure S	chedu	le, If re	ı equired.
	(d)	do not accorda arbitra	lispute is not agree to refer ance with the tor to be agre asident's nomi	r the dispu Arbitration ed by the	ite to medi n Act 1996 parties or,	orking Dalation, the and the failing as	ays of refer dispute n arbitration preement,	rence to n nust be re must be to be app	nediatio ferred t conduct ointed b	n or II o arbi ed by oy the	the pa tration a sing Presid	arties In Ie ent (or
5.2	Clause	5.1 ls n	ot intended to	o replace t	he right of	f either pa	arty to:					
	(a)		ny dispute to tion of that so			solution s	cheme (pr	ovided th	at it con	nplies	with t	he
	(b)	seek re	lief in the Ne	w Zealand	courts (in	cluding u	gent rellef	7).				
6	Gener	ral										•
6.1			wer for the Gi th the intentio									ny
6.2			t and any othe y of the Grant		y of the Gr	antee wil	l not, for a	ny réason	, becan	ne par	t of the	a Land
					1							
						*						

Schedule 2

Part 2

4.5A WHAREANA SITE ELECTRICITY EASEMENT



Easement instrument to grant easement or *profit à prendre*, or create land covenant Sections 90A and 90F, Land Transfer Act 1952

Land registration district		
South Auckland		
Grantor		Surname(s) must be <u>underlined</u> .
Maraeroa A and B Blocks Inco	nporation	
Grantee		Surname(s) must be <u>underlined</u> .
Her Majosty The Queen acting	by and through	the Minister of Conservation
Grant* of easement or prot	ît à prendre or	creation of covenant
Grantee (and, if so stated, in	gross) the easen	of the servient tenement(s) set out in Schedule A, grants to the nent(s) or profit(s) à prendre set out in Schedule A, or creates e rights and powers or provisions set out in the Annexure
Dated this	day of	2012
Attestation		
The Common Seal of Maraeron Incorporation was affixed in the		Signed by:
Common Seal of Grantor		
Signed on behalf of Her Queen by	Majesty the	Signed in my presence by the Grantee
[]		
acting under a delegation fi	rom the	Signature of Witness
Director General of Conserv	ation dated	
29.10.97		Witness to complete in BLOCK letters (unless legibly printed) Witness Name:
		withess name:
		Occupation:
		Address:
Signature of Grantee		,
Certified correct for the	purposes of th	ne Land Transfer Act 1952
Solicitor for the Grantee		



Schedule A		Continue In additions	al Annexure Schedule if required.
Purpose (nature and extent) of easement, profit(s) à prendre, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey electricity, telecommunications and computer media	E and F on SO 442 898	Section 1 SO 442898	In gross
Easements or <i>profits à prendr</i> and powers (including terms, and conditions)			emorandum number as required. Il Annexure Schedule if required.
Unless otherwise provided below, prescribed by the Land Transfer F	, the rights and powers Imp Regulations 2002 an <mark>d/or th</mark>	olled in specific classes e Fifth Schedule of the	of easement are those Property Law Act 2007.
The implied rights and powers are	e varied/negatived/add	ed to or substituted b	y:
Memorandum-number	, registered unde	er section 155A of the L	and Transfer Act 1952.
The provisions set out in the Ann	exure Schedule.		at .
Covenant provisions	Delete pl	nrases in [] and insert me Continue in additiona	emorandum number as required. I Annexure Schedule If required.
The provisions applying to the sp	ecified covenants-are those	set out in:	
Memorandum number	, registered unde	r section 155A of the L	and Transfer Act 1952.
Annexure Schedule 2.			
All signing parties must and eithe	r their witnesses or solicito	ors must sign or initial i	this box



Inser	t type	of instr	rument													
Easer	nent			Dated							Page	1	of	4	P	ages
							Col	ntInue	e in ad	ditiona	al Ann	exure S	- ched	ule, if i	– requ	iired.
Easei	ments	or prof	its à prendre rig	ghts an	d pow	vers	(incl	uding	g term	is, col	venan	ıts, and	l con	dition	15)	
1	Defin	ıltions	and Interpretat	ion												
1.1	In thi	s Instru	ment, unless the	context	requii	ires ol	therw	rise:								
	(a)	Easer plan;	ment Area mear	ıs those	parts	of th	ie Lar	nd ide	ntified	in Sch	nedule	A by re	erei	nce to	a su	ırvey
	(þ)		gency Situation mediate risk to th												tobe	≘rty
	(c)	Easen cables	oment means an nent Area to give s, communication ators, meters, loa	effect to cables,	o this condu	instr ucting	rumen g med	it, incl dia, pi	luding Ipes, d	any lii lucts, j	nes, w poles,	vires, ca support	bles, is, ca	fibre o Isings,	optio	
00	(d)	Land	means the service	ent tene	ment s	set o	out in	Sched	dule A;	;						
	(e)	Right	ts means the full,	, free, ui	ninterr	rupte	ad and	i unre	stricte	ed righ	t to:					
		(1)	construct, lay, and operate the	maintair e Equipn	n, Insp nent Ir	pect, in the	repalı Ease	r, alte ment	er, rene Area;	ew, re	place,	upgrad	e, ad	d to, n	emd	ove
		(il)	undertake any but not limited												nclud	ding,
		(III)	transmit, conve	∍y, cond	uct an	nd tra	ansfor	m ele	ctricity	y by m	ieans d	of the E	quipr	nent;		
		(lv)	transmit, conve means of the E											r medi	ia by	y
		(v)	enter and rema necessary in th for the purpose and	e circum	nstanc	ces wi	ith or	witho	out veh	hicles,	tools,	machin	іегу (or Equi	ipme	ent
		(vi)	construct, lay, remove an acce the Equipment;	ess track												ss to
	(f)	Work	ing Day means	any day	of the	e wee	ak oth	er tha	an:							
		(i)	Saturday and S	Sunday;												
		(II)	any public holic or in Wellingtor				: Holic	ays A	\ct 200	03 o bs	erved	in the v	/icinit	ty of th	ne La	and
		(ili)	a day in the pe in the following						mber l	In any	year a	and end	ing w	rith 5 J	anu	ary
	(g)	headir instru	ngs are Included ment;	for conv	enieno	ce on	ily an	d đo r	not affe	ect the	a inter	pretatio	ıπ of	this		
	(h)	words	importing the st	ngular ir	nclude	the :	plural	i and	vice-ve	ersa;						
	(i)	succes	ences to the parti ssors in title and es (unless repugi	assigns	and th	heir e	emplo	yees,								



Inser	ttype	or insti	rument	1			7		1		_		
Easen	nent			Dated			Page	2	of	4	Pages		
					Ċ	ontinue in additi	onal Anne	exure S	ched	ule, if r	required.		
į	(j)		ences to legislat cement legislati			s includes refere	nces to a	ny ame	ndm	ent or			
2	Grant	ee 's ri	ghts and oblig	gations									
2.1						Grantor under t e Rights at any a			ants	to the			
2.2	The G	rantee '	will, in exercisir	ng the Rig	hts:								
	(a)	perfor	m all work pro	mptly and	in a proper ar	nd workmanlike i	manner;						
	(b)	cause Land;		je as reas	onably possible	e to the Land and	d to any s	tructur	e loc	ated or	ı the		
	(c)					he surface of the o its former cond		to any s	struc	ture loc	cated on		
	(d)	compo 2.2(c)		ntor to the	extent that the	ne Grantee does	not or car	nnot co	mply	with c	lause		
	(e)	give a	t least 5 Worki	ng Days'ı	notice to the G	rantor before en	tering the	Land,	exce	pt:			
		(i)	in an Emerge	ncy Situal	ion;								
		(11)	when operation	ng or insp	ecting the Equ	ipment; or							
		(111)	when carrying	out work	s of a minor n	ature;							
		when	the Grantee ma	ay enter t	he Land withou	ıt giving prior no	otice; and						
	(f)		y with any reas hose conditions		enditions of ent	ry onto the Land	d imposed	by the	Ģга	ntor pro	ovided		
		(I)	unreasonably	delay the	Grantee's ent	ry onto the Land	l;						
		(ii)	require any p	ayment b	y the Grantee;	or							
		(iii)	effectively de	feat the R	ights.								
2.3	The Gr		must, at its cos	t, keep th	è Equipment in	i good order and	l prevent	it from	bécc	ming a	i		
3	Grant	or's ob	ligations										
3.1			nust not, witho elayed):	ut obtaini	ng the Grantee	e's prior consent	(which m	ust not	be u	inreaso	nably		
	(a)	place or allow to be placed any buildings, fences, poles, pipes, wires, lines, cables or other structures or equipment on, in, over or under the Easement Area;									er		
	(b)					vegetation which asement Area;	ı will or m	ll or may when fully grown					
	(c)		te any heavy m nent which is it			quipment imme	diately ab	ove any	y par	t of the	à		
	(d)	operal Equip		machiner	y or other equi	pment within 4 i	metres of	any pa	rt of	the			

		Annexure Schedule
Inse	rt type	of instrument
Ease	ment	Dated Page 3 of 4 Pages
		Continue in additional Annexure Schedule, if required
	(e)	do or allow anything that may interfere with or limit the Rights;
	(f)	do or allow anything that may interfere with the functioning of the Equipment or damage the Equipment;
	(g)	breach any legal requirements relating to the Equipment;
ļ	(h)	grant any right to any person that may limit or detrimentally affect the Grantee's Rights;
	(1)	damage or block any vehicular or pedestrian access routes over the Land used by the Grantee to have access to the Equipment; or
	(1)	subdivide the Land if that subdivision could prevent the Grantee's legal or practical access (or both) to or along the Easement Area on foot or by vehicle (or both).
4	Defa	ult
4.1	If eiti	her party does not meet its obligations under this instrument:
	(a)	the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet the obligation;
	(b)	if the party in default has not met the obligation set out in the written notice within 5 Working Days from service of the notice, the other party may:
		(i) meet the obligation; and
		(ii) for that purpose, enter the Land;
	(c)	the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and
	(d)	the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.
4.2		Emergency Situation, the party not in default is not required to serve notice under clause 4.1(a) e remedying any default of the defaulting party but:
	(a)	the balance of clause 4.1 will otherwise apply, with all necessary modifications; and
	(b)	the party not in default must serve on the defaulting party written notice of the default within 5 Working Days after meeting the obligation.
4.3		medying a default of the Grantee under clause 4.1 the Grantor must not interfere with the ment in any way whatsoever.
5	Dispu	utes
5.1	If any	dispute arises between the Grantor and the Grantee concerning this instrument:
	(a)	the party initiating the dispute must provide full written particulars of the dispute to the other party;
	(b)	the parties must first seek to resolve the dispute directly by negotiation;
	(c)	if the dispute is not resolved within 15 Working Days of the date on which the parties begin their negotiations, the dispute may be resolved by reference to mediation if both parties agree to do so; and

Ease	ment		Dated				Page	4	of	4	Page:
			_1		Continue	in additio	nai Ann	exure S	ched	ule, if n	a equired
	(d)	if the dispute is not do not agree to refe accordance with the arbitrator to be agre the President's nomi	r the dispu Arbitrationed by the	ite to med n Act 1996 parties or	lation, the o and the ar , failing agre	llspute mi bitration r eement, to	ist be re nust be o be app	ferred (conduct ointed (to art ted by by the	oitration y a sing e Presid	ı in _I le Ient (o:
5.2	Claus	e 5.1 is not intended t	o replace i	the right o	f either part	y to:					
	(a)	refer any dispute to jurisdiction of that s	•	•	solution sch	eme (pro	vided th	at I t coi	mplie	s with t	he
	(b)	seek relief in the Ne	w Zealand	courts (in	cluding urge	ent relief)	•				
6	Gene	ral									
6,1		is no power for the G cause with the intenti									any
6.2		quipment and any oth property of the Grant		y of the G	rantee will n	ot, for an	y reasor	ı, becor	ne pa	irt of th	e Land

Schedule 2

Part 3

4.7A WAIMIHA KEI RUNGA SITE RIGHT OF WAY EASEMENT



Easement instrument to grant easement or *profit à prendre*, or create land covenant Sections 90A and 90F, Land Transfer Act 1952

Land registration district	
South Auckland	
Grantor	Surname(s) must be <u>underlined</u> .
Maraeroa A and B Blocks Incorporation	
Grantee	Surname(s) must be <u>underlined</u> .
Her Majesty The Queen acting by and thro	ough the Minister of Conservation
Grant of easement or profit à prendre	or creation of covenant
grants to the Grantee (and, if so stated	etor of the servient tenement(s) set out in Schedule A, , in gross) the easement(s) or profit(s) à prendre set out s) set out in Schedule A, with the rights and powers or ule(s).
Dated this day of	2012
Attestation	But resources and the second
The Common Seal of Maraeroa A and B Blocks Incorporation was affixed in the presence of: Common Seal of Grantor	Signed by:
Signed on behalf of Her Majesty the Queen by	Signed in my presence by the Grantee
r j	Signature of Witness
acting under a delegation from the Director General of Conservation dated 29.10.97	Witness to complete in BLOCK letters (unless legibly printed) Witness Name:
Signature of Grantee	Occupation:
	Address:
Certified correct for the purposes of t Solicitor for the Grantee	he Land Transfer Act 1952

1

Schedule A

Continue in additional Annexure Schedule if required.

Direases (nature and	Chaus	Complex	Danalanak kawai sasat
Purpose (nature and extent) of easement, profit(s) à prendre, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT <i>or</i> in gross)
Right of Way	BA, BB, BC, BD, BE, BF, RB, RF and RI on SO 442816	Section 1 50 442816	In gross

Easements or *profits à prendre* rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and Insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are varied/negatived/added-to-or substituted by:

Memorandum number 1952.

-, registered under section 155A of the Land Transfer Act

The provisions set out in the Annexure Schedule.

Delete phrases in [] and insert memorandum number as required.

Covenant provisions

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

Memorandum number 1952.

, registered under section 155A of the Land Transfer Act

Annexure-Schedule-2.

All signing parties and either their witnesses or solicitors must sign or initial in this box



		Annexure Schedule
Inse	ert type	of Instrument
Ease	ement	Dated Page 1 of 7 Pages
		Continue in additional Annexure Schedule, if required
1	DEFI	NITIONS AND CONSTRUCTION
1.1	Defin	itions:
	In this	Easement Instrument, unless the context otherwise requires:
	"Fore: 1983	stry Right" means a Forestry Right registered under the Forestry Rights Registration Act
		stry Right Holder" means the holder of the Forestry Right over the Grantor's land and es the successors and assignees of the Forestry Right Holder;
	Conse	Majesty the Queen in right of New Zealand acting by and through the Minister of rvation" includes the servants, tenants, agents, workmen, licensees and invitees of the er and includes members of the general public.
1.2	Const	ruction
	In the	construction of this Easement Instrument unless the context otherwise requires:
	1.2.1	the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
	1.2.2	references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;
	1.2.3	references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
	1.2.4	the singular includes the plural and vice versa, and words importing any gender include the other genders.
2	GRAN	T OF ACCESS RIGHTS
2.1	Granto rights	antor hereby grants to the Grantee a right of way in gross over that part of the r's Land shown BA, BB, BC, BD, BE, BF, RB, RF and RI on SO 442816 together with the and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to tent that they are modified, varied or negated by the terms and conditions set out in this

Easement Instrument, provided however that members of the general public may only go over



Inse	ert type :	of instrun	1ent	Ann	exure Sched	iule					
	ement			Dated			Page	2	of	7	Pages
					Continu	ue in additio	l nal Anne	хиге Ş	J L chedul	le, if ro) equired,
		art of the by bicycl		and shown	BA, BB, BC, BE	1.00					
2.2	limitat	lon, moto		ad bikes or	ral public may r any means of l						
2.3					ng to enter into osed on It unde					e Grai	ntee
3	OBLIG	SATIONS	OF THE G	RANTEE							
		thts and p ligations:		ferréd unde	r clause 2 are g	granted sub	ject to t	he fol	lowing	g cond	ditions
3.1	The Gr	antee sha	ll when pa	ssing or rep	assing over the	Grantor's	Land:				
	3.1.1	3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;									
	3.1.2	not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;									
	3.1.3	take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;									
	3.1.4	3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;									
	3.1.5	but with and pest or water without	out limitati s) either o , or to any limiting the	on, fire, ph n the Grant forest prod	r precautions fo ysical damage, or's Land, on a luce on the Gra pligation to take	disease or ny surround ntor's Land	the spre ding or a , and in	ead of adjoir parti	noxic ing la cular s	ous we nd, fo shall (eeds rest but
		(a)			ll reasonable co r or other lawfu			be im	posed	from	time

Inse	ert type	of instrument							
Ease	ement		Dated		Page	3	of	7	Pages
				Continue in addit	ional Anne	жиге 5	chedule	e, if re	quired.
			-	vehicle or machinery i		-		Ith sa	afe
		and suffic	cient means of	preventing the escape	e of spari	cs or fl	ames.		
3.2	Granto		or's roads, trac	tee shall, at its cost, r ks, fences, gates, dra	-				
3,3	The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks PROVIDED THAT the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.								
3,4	The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.								r sign e 3,4 the vith
3.5	Instrui or its a	ment that its agents	, employees or	he exercise of the rigi contractors will not o , in its or their norma	bstruct c	r ham	per the	e Gra	
3.6	not of	sufficient standard f	for the use to b	ent that the Grantor's e made of them by th at the sole cost of the	e Grante	e, the			
3.7		carrying out any rep ne Grantee shall not:		nce or improvements	to a road	l unde	r claus	ses 3.	2 and
	3.7.1	widen the road; or	7						
	3,7,2	alter the location o	of the road; or						
	3.7.3	alter the way in w	hich the run-of	f from the road is disp	osed of;	or			
	3.7.4	change the nature	of the road su	rface; or					
	3.7.5	park or store equi	pment or mate	rial on the Grantor's L	and,				

Annexure Schedule

โกรê	rt type of instrument										
Ease	ment	Dated		Fage	4	of	7	Pages			
	Continue in additional Annexure Schedule, if requ										
	without the Grantor delayed.	's prior written o	consent, such consent not to	be unr	easona	ыу и	vithhel	d or			
3.8	alterations to existing	ng structures or	uctures on the Grantor's Lan replace such structures unle such consent not to be unre	ess the (Grante	e has	obtair	ned			
3.9	The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.										
3,10	O The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.										
3,11		risations as are	es with all statutes and regunecessary for the Grantee to nent.					ovals,			
4	GRANTOR'S RIGH	rs									
	gates together with Land, but so that su five (5) metres for p	all necessary fit ch gates when c assage PROVII	ny time or times hereafter to tings and fixtures across an opened shall leave a clear sp DED THAT the Grantor shall any of the said gates.	y road o pace of a	r track Width	on t	the Gra less th	antor's an			
5	COSTS										
	reasonable legal cos	ts, incurred by t	rantor for any reasonable co the Grantor arising from or l provision in this Easement	ncidenta	l to th		-				
6	FORESTRY RIGHT										
			that at the time that the eantor's Land and this Easeme		_						

8

Insc	ert type of	f instrument	An	nexure Schedule						
	ement		Dated		Page	5	of	7	Pages	
				Continue in addi	—l tior:al Anne	xure S	i L Chedu	le, if r	ı equired.	
	_	to, and does not o nt Instrument.	verride th	e terms of, the Forestry R	lght as at	the d	ate of	this		
7	ASSIG	NMENT								
7.1	of the fo	ollowing who acquire rights under this i	res land fo	nd obligations under this for an estate or interest in Instrument as the means	land from	the G	ranțe	e and		
	7.1.1	any Crown entity	as define	d in section 2(1) of the PL	ıblıc Finan	ce Act	1989) ;		
	7.1.2	any State enterpr	ise as de	fined in section 2 of the St	tate-Owne	d Ente	erpris	es Act	: 1986;	
	7.1.3	any person who h	olds the l	land in trust for the Grant	ee; or					
	7.1.4	any other person unreasonably wit		prior consent of the Grant	or, which	shall t	not be)		
7.2	respect obligation a deed o	of this Easement Ir ons under this Ease	nstrumen ment Ins e Grantor	Grantee shall cease to have to and the Grantor agrees to trument from that date, by agreeing to be bound by of the Grantee.	o release ut only if t	the G he as	rante: signe:	e from e ente	n all ers into	
8	DELEGA	ATION								
	All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.									
9	NOTICE	:s								
9.1	writing a	and shall be forward	ded by ei	y under this Easement Insther delivering or posting representation or to such address notified or	it to the a	ddres	see at	: the		

9.1.1 the Grantor's address as set out in paragraph 1 of the Schedule; and



Inse	rt type o	f instrume	ent								
Easement		Dated			•	Page	6 0	f 7	Pages		
						Contin	ue in additi	onal Anne	xure Sche	dule, if .	regulred.
	9,1,2 the Grantee's address as set out in paragraph 2 of the Schedule.										
9.2	Any notice posted shall be deemed to be served three (3) working days after the date of posting.										
10	SEVER	ABILITY									
	compet	ent jurisd	iction to b	e illegal,	, void or	unenforce	iy court or eable, such ment Instr	n determ	Ination si	hall not	
:											
											:



Inse	ert type of Instrument	
Ease	ement Dated Page	7 of 7 Pages
	Continue in additional Annexur	e Schedule, if required.
SCF	HEDULE	
1	GRANTOR'S ADDRESS:	
	Maraeroa A and B Blocks Incorporation	
	[enter address]	
2	GRANTEE'S ADDRESS:	
	Department of Conservation	
	Waikato Conservancy Private Bag 3072, Level 5, 73 Rostrevor Street	
	Hamilton, New Zealand	
1		



Schedule 3

CONSTITUTION OF MARAEROA A AND B BLOCKS INCORPORATION



MARAEROA A AND B BLOCKS INCORPORATION

CONSTITUTION

[date]



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Maraeroa A and B Blocks Incorporation Constitution

1 Interpretation

(1) In this constitution, unless the context otherwise requires,—

Annual General Meeting means the meeting to be held under rule 6 of this constitution;

Business Day means the days Monday through Friday excluding any public holiday and excluding the period 23 December to 5 January inclusive;

Committee of Management means the committee of management of the Incorporation;

Deed of Settlement means the deed of settlement between the Crown, the Descendants and the Maraeroa A and B Trust dated 12 March 2011;

Descendant means a person who is registered on the register of descendants maintained by the Maraeroa A and B Trust;

General Meeting includes an Annual General Meeting, a Special General Meeting, or both, as the case may be;

Incorporation means this incorporation known as the Maraeroa A and B Blocks Incorporation established by the Incorporation Act and governed by this constitution;

Incorporation Act means the [Maraeroa A and B Blocks Incorporation Act 2012];

Long-term Lease means a lease -

- (i) for a term of more than 52 years; or
- (ii) for a term that would be more than 52 years if 1 or more rights of renewal were exercised;

Major Transaction means -

- (i) the acquisition of, or an agreement to acquire, whether contingent or not, Property by the Incorporation or any subsidiary of the Incorporation, the value of which is more than 25% of the value of the total assets held by the Incorporation before the acquisition; or
- (ii) the disposition of, or an agreement to dispose of, whether contingent or not, Property by the Incorporation or any subsidiary of



the Incorporation, the value of which is more than 25% of the value of the total assets held by the Incorporation before the disposition; or

(iii) a transaction that has or is likely to have the effect of the Incorporation or any subsidiary of the Incorporation acquiring rights or interests or incurring obligations or liabilities, the value of which is more than 25% of the value of the assets held by the Incorporation;

provided however that:

- (iv) nothing in paragraph (iii) of this definition applies by reason only of the Incorporation or any subsidiary of the Incorporation giving, or entering into an agreement to give, a charge secured over assets of the Incorporation or any subsidiary of the Incorporation the value of which is more than 25% of the value of the total assets held by the Incorporation for the purpose of securing the repayment of money or the performance of an obligation;
- (v) nothing in paragraphs (i) to (iii) of this definition applies to any transaction involving the receipt of any Property or the performance of any obligation by the Incorporation pursuant to the Deed of Settlement or the Settlement Act;
- (vi) for the purposes of this definition, the value of the total assets held by the Incorporation shall be calculated based on the value of the Property of the Incorporation and all of its subsidiaries.

Maraeroa A and B Trust means the trust known by that name and established by a trust deed dated 29 July 2011;

Property means all property (whether real or personal) and includes choses in action, rights, interests and money.

Protected Land means -

- (a) land vested in the Incorporation pursuant to or in accordance with the Deed of Settlement or Settlement Act; and
- (b) land subject to an order of the Maori Land Court pursuant to section 256(2) of the TTWMA 1993.

Secretary means any person appointed to perform the duties of the Secretary of the Incorporation;

Settlement Act means the [Maraeroa A and B Blocks Claims Settlement Act 2012];



Shareholder means every person who is registered as the holder of any shares in this Incorporation, whether as a beneficial owner, trustee, administrator, or otherwise; and **Shareholders** has a corresponding meaning;

Special General Meeting means the meeting to be held under rule 3 of this constitution:

Special Resolution, in relation to a General Meeting of Shareholders, means a resolution which has been approved by 75% or more of Shareholders entitled to vote at a General Meeting of Shareholders in respect of which notice specifying the intention to propose the resolution as a Special Resolution has been properly given under rule 4, or in respect of which a shorter notice period has been agreed to under rule 4; and

TTWMA 1993 means the Te Ture Whenua Maori Act 1993.

(2) Words or expressions contained in this constitution have the same meanings as in the Incorporation Act or the Settlement Act, as appropriate.

2 Management of Assets

The Committee of Management shall manage the assets of the Incorporation bearing in mind the best interests of the Shareholders, and in doing so, shall have all rights, powers and privileges of a body corporate with full capacity to carry on or undertake any business activity, to do any act, or enter into any transaction.

General Meetings of Shareholders

3 Special General Meeting

- (1) A Special General Meeting of Shareholders may be convened at any time by the Committee of Management, and shall be so convened upon a requisition in writing signed by Shareholders holding in the aggregate not less than 10 percent of the total shares in the Incorporation.
- (2) Any requisition for the calling of a Special General Meeting shall state the purpose for which the Special General Meeting is required, and shall be served on the chairperson or the Secretary of the Committee of Management, at the registered office of the Incorporation.
- (3) On receipt of any requisition made in accordance with subclauses (1) and (2) of this rule, the Committee of Management shall convene, and fix a time and place for a Special General Meeting to be held within 3 months after the receipt of the requisition.



4 Notice of General Meetings

- (1) A General Meeting of Shareholders shall be convened by notifying Shareholders in writing of:
 - (a) the date, time and venue of the General Meeting;
 - (b) the agenda for the General Meeting;
 - (c) where any relevant explanatory documents may be viewed or obtained; and
 - (d) any other information specified or by or under the Settlement Act.
- (2) Where a Special Resolution will be considered at the General Meeting, the notice must provide for no less than 21 Business Days' notice of the date of the General Meeting.
- (3) Where no Special Resolution will be considered at the General Meeting, the notice must provide for no less than 14 Business Days' notice of the date of the General Meeting.
- (4) Any General Meeting of Shareholders will, notwithstanding that it is called by shorter notice than that provided in subclauses (2) or (3) of this rule as the case may be, be deemed to have been properly convened if, prior to the General Meeting proceeding to business, it is so agreed:
 - (a) in the case of a General Meeting where the business comprises one or more Special Resolutions, by 75% of the Shareholders present in person or by telephone; and
 - (b) where the business comprises one or more ordinary resolutions, by a majority in number of the Shareholders present at the General Meeting in person or by telephone.
- (5) The notice of General Meeting shall be:
 - (a) posted to every Shareholder whose postal address is recorded in the share register; or
 - (b) given in such other manner as the Shareholders, by Special Resolution, may have determined at an earlier General Meeting.

5 Special Resolution

(1) The following matters are to be dealt with only by way of a Special Resolution:

- (a) The amalgamation of the Incorporation with any Maori Incorporation under section 252 of the TTWMA 1993;
- (b) The grant in respect of Protected Land of any lease or licence for a term of more than 21 years;
- (c) The grant in respect of Protected Land of any Long-term Lease under section 81 of the Act;
- (d) The sale or gift of Protected Land under section 81 of the Act;
- (e) Declaring, under section 7 of the Incorporation Act, that the Incorporation stands possessed of any part of its Property or of any income derived from any specified part of its Property on trust for the charitable purposes specified in the declaration;
- (f) Restricting or prohibiting the exercise by the Committee of Management of any of its rights, powers, or privileges;
- (g) Amending the constitution of the Incorporation in accordance with rule 32;
- (h) Winding up the Incorporation in accordance with rule 33 of this constitution;
- (i) Enters into or agrees to enter into a Major Transaction;
- (j) Matters specified in this constitution as matters to be dealt with by Special Resolution.
- (2) Any Shareholder may give notice in writing to the Committee of Management of any Special Resolution that the Shareholder intends to move at an Annual General Meeting or at the next available Special General Meeting of Shareholders, and in any such case the written notice of such meeting shall include notice of the intended Special Resolution.

6 Annual General Meeting

An Annual General Meeting of Shareholders shall be held in each year, within 9 months after the termination of the financial year of the Incorporation, at a time and place fixed by the Committee of Management.

7 Resolution in lieu of General Meetings

- (1) It is not necessary for the Incorporation to hold General Meetings of Shareholders if everything required to be done at such meetings (by resolution or otherwise) is done by resolution in writing:
 - (a) in the case of a special resolution, signed by Shareholders holding in



the aggregate not less than 75 percent of the total shares in the Incorporation; and

- (b) in the case of any other resolution, signed by Shareholders holding in the aggregate not less than 50 percent of the total shares in the Incorporation.
- (2) For the avoidance of doubt, where a resolution in lieu of a General Meeting of Shareholders is passed in accordance with this rule 7, the said Annual General Meeting of Shareholders or Special General Meeting of Shareholders as the case may be is deemed to have been held in accordance with the requirements of this constitution and for any purposes at law.

8 Business of Annual General Meeting

The business of the Annual General Meeting shall be as follows:

- (a) To receive the minutes of the last Annual General Meeting and any Special General Meeting held since the last Annual General Meeting;
- (b) To receive and consider the balance sheet, the profit and loss account, and the other reports and statements required by section 11(3) of the Incorporation Act to be annexed or attached to the balance sheet and, if thought fit, to adopt the same after hearing the auditor's report;
- (c) To appoint an auditor or auditors under section 277 of the TTWMA 1993;
- (d) To appoint a share valuer under section 278 of the TTWMA 1993;
- (e) To consider any proposed Special Resolution of which notice has been duly given; and
- (f) To consider and, if thought fit, dispose of other matters of general business.

9 Chairperson

At every General Meeting of Shareholders, the chairperson of the Committee of Management shall preside if present, and, if the chairperson is absent, the Committee of Management shall appoint one of their number present to be chairperson of the General Meeting.



10 Postponement

At any time before the time fixed for the holding of any General Meeting of Shareholders, the chairperson of the Committee of Management may postpone such meeting to some other time or may appoint some other place of meeting, as the chairperson may consider expedient, and notice of any such altered time or place shall be duly given in accordance with rule 4 of this constitution.

11 Quorum

The quorum for every General Meeting of Shareholders shall be 20 Shareholders or a number of Shareholders equal to two thirds of the number of Shareholders (whichever is the less) or such other number as the Shareholders, by Special Resolution, may have determined at an earlier General Meeting.

12 Lack of quorum

- (1) If a quorum is not present within one hour after the time appointed for a General Meeting of Shareholders or if for any other reason the General Meeting cannot be held, the meeting shall be adjourned to such other date, time, and place as the Committee of Management may appoint.
- (2) If at the new time and place, or within 1 hour after such time, there has not been a quorum present the meeting shall lapse.
- (3) Where any Annual General Meeting lapses, the certified balance sheet, the profit and loss account, and the other reports and statements referred to in rule 8(b) of this constitution shall forthwith be transmitted by the chairperson to the Shareholders.

13 Adjournment

The chairperson may, with the consent of the meeting, adjourn any General Meeting of Shareholders.

Voting

14 Right to vote and voting method

- (1) A Shareholder may exercise the right to vote by being present in person.
- (2) Voting at a General Meeting of Shareholders shall occur by a show of hands or by a written resolution in accordance with rule 7 of this constitution.
- (3) Every Shareholder present in person shall have one vote only, and a resolution shall be carried if the requisite majority of Shareholders is in

favour of the resolution.

- (4) A declaration by the chairperson that the resolution has been carried by the requisite majority and an entry to that effect in the minute book of the Incorporation shall be sufficient evidence of that fact.
- (5) The chairperson of a General Meeting of Shareholders is not entitled to a casting vote.

Committee of management

15 Establishment Committee

- (1) The establishment Committee of Management shall comprise of the following six (6) members: Wayne Glen Hoani Katu, Phillip Ngawhira Crown, Jack Te Reti, Aloma Kahurangi Marae Shearer, Kataraina Hodge, and Ceretti Peter Mariu, who will hold office for an initial two (2) year period from the date the Incorporation is constituted.
- (2) The first Annual General Meeting of Shareholders shall be held following the expiry of the two year term referred to in rule 15(1) above.

16 First appointment of Committee of Management

- (1) At the first Annual General Meeting of Shareholders of the Incorporation, the Shareholders shall:
 - (a) Fix the number of members of the Committee of Management, being not less than 3, nor more than 7; and
 - (b) Appoint the members of the Committee of Management.
- (2) The number so fixed may from time to time be varied by resolution of the Shareholders, but in no case shall the number be reduced below 3 nor increased above 7.

17 Term of office

- (1) Subject to rule 15 and subclause (2) of this rule, every member of the Committee of Management shall hold office for a term of 3 years expiring at the end of the Annual General Meeting held in the third calendar year after the calendar year in which the member was appointed, unless the member sooner dies or resigns or is sooner removed from office.
- (2) Notwithstanding subclause (1) of this rule, the Shareholders may, by Special Resolution, determine that the term of office of any member of the Committee of Management shall expire at such earlier date as the Shareholders determine.

(3) In this rule **calendar year** means a period of 12 months ending with the 31st day of December.

18 Appointment of members to Committee of Management

The Shareholders may, by Special Resolution, appoint persons to fill vacancies in the Committee of Management from time to time.

19 Interested members

No person shall be disqualified from being appointed or from holding office as a member of the Committee of Management by reason of his or her employment as a servant or officer of the Incorporation, but if appointed must forthwith resign his or her position as a servant or officer of the Incorporation as the case may be.

Meetings of Committee of Management

20 Procedure and meetings of Committee of Management

- (1) Subject to the provisions of the Incorporation Act and subject to any conditions imposed by resolution passed at a General Meeting of Shareholders, the members of the Committee of Management may meet together for the dispatch of business, adjourn, and otherwise regulate their procedures as they think fit.
- (2) A quorum at such meetings shall be a majority of the members of the Committee of Management for the time being in office, but not less than 3 members.
- (3) A Committee of Management shall, as required by section 273 of the TTWMA 1993, elect a chairperson of the Committee of Management, appoint a Secretary of the Incorporation, and appoint some place to be the registered office of the Incorporation, and from time to time thereafter shall in the same manner fill any vacancy in the office of chairperson or Secretary and may change the registered office.
- (4) Meetings of the Committee of Management shall be called by the chairperson or may be held at such times and places as may be fixed by resolution of the Committee of Management.
- (5) Any 2 members may at any time require the chairperson or the Secretary to summon a meeting.
- (6) Unless convened with consent of all the members, not less than 3 Business Days' notice of any meeting shall be given to every member of the Committee of Management.



- (7) A notice sent to a member's usual residential address, within the prescribed time, shall be sufficient notice for the purposes of subclause (6) of this rule.
- (8) If at any meeting the chairperson is not present at the time appointed for holding the meeting, the members present shall choose one of their number to be chairperson, and the person so chosen shall have and may exercise at that meeting all the powers of the chairperson.
- (9) Subject to subclause (10) of this rule, questions arising at any meeting shall be decided by a majority of the members present, but 3 members at least shall concur in every act of the Committee of Management.
- (10) Questions arising at any meeting relating to the sale or gift of, or a lease of more than 21 years of, Protected Land shall be decided by a majority of 75% or more of the members present.
- (11) In the case of an equality of votes, the chairperson shall, in addition to a deliberative vote, have a casting vote.
- (12) The proceedings of every meeting shall be recorded in a minute book.

21 Teleconference meeting of Committee of Management

- (1) The contemporaneous linking together by telephone or other means of instantaneous audio (or audio and visual) communication of a number of the members of the Committee of Management not less than the quorum, whether or not any one or more of the members is out of New Zealand, shall be deemed to constitute a meeting of the Committee of Management and all the provisions in this constitution as to meetings of the Committee of Management shall apply to such meetings so long as the following conditions are met:
 - (a) All the members for the time being entitled to receive notice of a meeting of the Committee of Management shall be entitled to notice of a meeting by telephone or other means of communication and to be linked by telephone or such other means for the purposes of such meeting;
 - (b) Each of the members taking part in the meeting by telephone or other means of communication, and the Secretary, must throughout the meeting be able to hear each of the other members taking part.
- (2) A member may not leave a meeting conducted pursuant to this rule by disconnecting his or her telephone or other means of communication unless he or she has previously obtained the express consent of the chairperson of the meeting and a member shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone or other means of communication unless

- he or she has previously obtained the express consent of the chairperson of the meeting to leave the meeting as aforesaid.
- (3) A minute of the proceedings at such a meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairperson of the meeting or by the Secretary.

Shares

22 Form of transfer

- (1) A share transfer shall be in the form set out in Schedule 1 of this constitution or to the like effect, and shall be signed by the transferor and witnessed.
- (2) The witness shall add, after his or her signature, his or her occupation and address.

23 Share register

- (1) The share register of the Incorporation shall be kept at the registered office of the Incorporation.
- (2) The register shall, during office hours, be open to the inspection of, or on behalf of, any Shareholder without charge and any Descendant on payment of such amount (if any) as may be determined by the Shareholders by Special Resolution.

24 Registration of share transfers

- (1) An application for registration of a share transfer shall be made in writing to the Committee of Management and accompanied by a completed share transfer form.
- (2) No share transfer shall be registered in the share register except on the direction of the Committee of Management, which shall be entitled first to require further evidence as to the authenticity of any share transfer and to satisfy itself that:
 - (a) The transferor is the registered holder of the shares; and
 - (b) The transferee is a person to whom the shares may be alienated in accordance with section 5(4) of the Incorporation Act.

25 Shares held in trust

- (1) The trustees of any trust to which any shares in the Incorporation belong may have their names entered in the share register as the owners of the shares upon the direction of the Committee of Management, which shall be entitled first to require further evidence that—
 - (a) The shares belong to the trust; and
 - (b) They are duly appointed as trustees of the trust.
- (2) Where any person holds any shares in the Incorporation in a representative capacity, that fact shall be recorded beside that person's name in the share register, but it shall not be necessary for the Incorporation or any officer of the Incorporation or any other person to go behind that entry in respect of any matter relating to the shares.

26 Correction to share register

No correction shall be made to the share register except with the approval and on the direction of the Committee of Management, which shall be entitled first to require further evidence as to the authority for any proposed correction, and an indemnity against claims consequential upon any such correction.

27 Suspension of registration

The registration of transfers may be suspended from time to time for such period (not exceeding 30 calendar days in any year) as the Committee of Management may determine.

Miscellaneous provisions

28 Minutes

- (1) The proceedings of every General Meeting of Shareholders and of every meeting of the Committee of Management shall be recorded in a minute book.
- (2) Minutes which have been signed correct by the chairperson of the General Meeting of Shareholders or meeting of the Committee Management, as the case may be, are prima facie evidence of the proceedings.

29 Custody of books, records, and seal

The books and records of the Incorporation and of the Committee of Management and the common seal of the Incorporation shall be kept in the custody of the Secretary or such other person or persons as the Committee of Management shall appoint.



30 Availability of financial accounts

- (1) Any Descendant is entitled to be provided, no later than 10 Business Days after receipt by the Incorporation of a written request from a Descendant with a copy of the most recent:
 - (a) balance sheet;
 - (b) profit and loss account; and
 - (c) other reports and statements required by section 11(3) of the Incorporation Act to be annexed or attached to the balance sheet.
- (2) No later than 10 Business Days after an Annual General Meeting of the Shareholders or a resolution in lieu of an Annual General Meeting of Shareholders passed in accordance with rule 7, the Committee of Management shall forward to every shareholder a copy of the most recent:
 - (a) balance sheet;
 - (b) profit and loss account; and
 - (c) other reports and statements required by section 11(3) of the Incorporation Act to be annexed or attached to the balance sheet.

31 Common seal

The common seal of the Incorporation shall consist of a stamp or dye approved by the Committee of Management whereon is engraved or impressed in legible characters the name of the Incorporation.

Amendment of Constitution

32 Amendments to this constitution

The Shareholders have power to amend, revoke or add to the provisions of this constitution provided that:

- (a) the amendment must be put and passed by the Shareholders as a Special Resolution at a General Meeting of Shareholders in respect of which notice specifying the intention to propose the resolution as a Special Resolution has been properly given under rule 4 or in respect of which a shorter notice period has been agreed to under rule 4; and
- (b) the Shareholders must resolve as a Special Resolution, at a General Meeting of Shareholders in respect of which notice specifying the intention to propose the resolution as a Special Resolution has been properly given under rule 4 or in respect of which a shorter notice

period has been agreed to under rule 4, that the amendment is for the benefit of all Descendants.

Wind Up of the Incorporation

33 Winding up the Incorporation

- (1) On the winding up of the Incorporation, the Shareholders must appoint a suitable person to be the liquidator of the Incorporation.
- (2) On the appointment of a liquidator under this rule, the authority of the Committee of Management shall cease, and the liquidator has the power to do all acts and to execute, in the name and on behalf of the Incorporation, all deeds, receipts, and other documents, and for the purposes to use, when necessary, the Incorporation's seal.
- (3) The liquidator shall sell, realise, or otherwise dispose of the assets of the Incorporation (other than its land, including Protected Land) and hold the proceeds of any sale, realisation, or disposal (if any) to be dealt with in accordance with the directions of the Shareholders.
- (4) When the liquidator has completed the winding up of the Incorporation, the liquidator must file with the Shareholders a full statement of account relating to the course and fulfilment of the winding up.
- (5) When the Shareholders are satisfied that the Incorporation has been properly wound up,—
 - (a) the land vests in the Shareholders; and
 - (b) the liquidator must apply to the Māori Land Court for an order dissolving the Incorporation.
- (6) On being satisfied that the Maraeroa A and B Blocks Incorporation has been properly wound up, the Māori Land Court may make an order to dissolve the Incorporation.

34 Provisions relating to liquidators

- (1) Any liquidator appointed under rule 33 may from time to time apply to the Māori Land Court for directions concerning the winding up of the Incorporation.
- (2) No liquidator appointed under rule 33 who acts under the rules of this constitution or any directions given by the Shareholders or the Māori Land Court, incurs any liability to the Incorporation or to any other person or persons.

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- (3) The Shareholders may, at any time during the course of the winding up of the Incorporation, discharge a liquidator appointed under rule 33 and may appoint some other person as liquidator in place of the original appointee.
- (4) Any liquidator appointed under rule 33 is entitled to be paid, out of the income and other assets of the Incorporation, any remuneration that the Shareholders may direct.
- 35 Disposal of land on winding up of the Incorporation
- (1) This rule applies on the winding up of the Incorporation.
- (2) The liquidator
 - (a) may, subject to any written directions of the Shareholders, sell any land retained by the Incorporation other than the Protected Land; and
 - (b) holds the proceeds of any sale to be dealt with in accordance with the written directions of the Shareholders.
- (3) Despite any restrictions imposed by the Incorporation Act on the Protected Land, the liquidator may, with the written consent of the Shareholders, grant a lease of any of the Protected Land held by the Incorporation for a term not exceeding 7 years (including any term or terms of renewal) on any conditions and for any rent or other consideration that the liquidator thinks fit.
- (4) All land held by the Incorporation, including any Protected Land vests in the Shareholders, subject to subclauses (2) and (3) of this rule.



Schedule 1: Share Transfer Form

Transfer of Shares in

Maraeroa A and B Blocks Incorporation

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Schedule 4

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