NGĀTI PAOA
and
THE TRUSTEES OF THE NGĀTI PAOA IWI TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
PROPERTY REDRESS
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1 DISCLOSURE INFORMATION AND WARRANTY

DISCLOSURE INFORMATION

1.1 The Crown has provided information to the governance entity about the commercial properties and the cultural redress properties, except for the council-administered cultural redress properties (as defined in paragraph 1.2.2), by the Office of Treaty Settlements to the mandated negotiators between August 2015 and February 2017.

1 WARRANTY IN RELATION TO ACQUIRED CROWN PROPERTIES

1.2 In this deed, unless the context otherwise requires, –

1.2.1 acquired Crown property means –

(a) each cultural redress property, except for the council-administered cultural redress properties; and

(b) each purchased commercial property; and

1.2.2 council-administered cultural redress property means each of the following properties:

(a) Māwhitipana:

(b) Paoa Whanake:

(c) Tauwhare Koiora site A:

(d) Tauwhare Koiora site B:

(e) Te Iwi Rahirahi:

(f) Te Waero Awe Houkura; and

1.2.3 disclosure information, in relation to an acquired Crown property, means the information given by the Crown about the property referred to in paragraph 1.1.

1.3 The Crown warrants to the governance entity that the Crown has given to the governance entity in its disclosure information about an acquired Crown property all material information that, to the best of the land holding agency’s knowledge, is in the agency’s records about the property (including its encumbrances), at the date of providing that information, –

1.3.1 having inspected the agency’s records; but

1.3.2 not having made enquiries beyond the agency’s records; and
PROPERTY REDRESS

1: DISCLOSURE INFORMATION AND WARRANTY

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

WARRANTY LIMITS

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

1.4.1 an acquired Crown property, including in relation to –

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

(b) its compliance with –

(i) legislation, including bylaws; or

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

1.4.2 the disclosure information about an acquired Crown property, including in relation to its completeness or accuracy.

1.5 The Crown has no liability in relation to the state or condition of an acquired Crown property, except for any liability arising as a result of a breach of paragraph 1.3.

NO WARRANTY IN RELATION TO COUNCIL-ADMINISTERED CULTURAL REDRESS PROPERTIES

1.6 The Crown –

1.6.1 does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to a council-administered cultural redress property, including in relation to –

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

(b) its compliance with –

(i) legislation, including bylaws; or

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

1.6.2 has given no disclosure information, and has no liability, in relation to any information received by the governance entity or Ngāti Paoa, in relation to a council-administered cultural redress property; and

1.6.3 has no liability in relation to the state or condition of a council-administered cultural redress property.
PROPERTY REDRESS

1: DISCLOSURE INFORMATION AND WARRANTY

INSPECTION

1.7 In paragraph 1.8, relevant date means, in relation to –

1.7.1 an acquired Crown property that is –

(a) a cultural redress property, the date of this deed; and

(b) a purchased commercial property, the day on which the governance entity gives a notice electing to purchase the property under clause 6.4; and

1.7.2 a council-administered cultural redress property, the date of this deed.

1.8 Although the Crown is not giving any representation or warranty in relation to an acquired Crown property, other than under paragraph 1.3, or any representation or warranty in relation to a council-administered cultural redress property, the governance entity acknowledges that it could, before the relevant date, –

1.8.1 inspect an acquired Crown property, or a council-administered cultural redress property, and determine its state and condition; and

1.8.2 in the case of an acquired Crown property, consider the disclosure information in relation to it.
2 VESTING OF CULTURAL REDRESS PROPERTIES

SAME MANAGEMENT REGIME AND CONDITION

2.1 Until the settlement date, the Crown must –

2.1.1 continue to manage and administer each cultural redress property in accordance with its existing practices for the property; and

2.1.2 maintain each cultural redress property in substantially the same condition that it is in at the date of this deed.

2.2 Paragraph 2.1 does not –

2.2.1 apply to a cultural redress property that is not managed and administered by the Crown, including any council-administered cultural redress property; or

2.2.2 to the cultural redress property that is the Kaiaua School property; or

2.2.3 require the Crown to restore or repair a cultural redress property damaged by an event beyond the Crown's control.

ACCESS

2.3 The Crown is not required to enable access to a cultural redress property for the governance entity or members of Ngāti Paoa.

COMPLETION OF REQUIRED DOCUMENTATION

2.4 Any documentation, required by the settlement documentation to be signed by the governance entity in relation to the vesting of a cultural redress property, must, on or before the settlement date, be –

2.4.1 provided by the Crown to the governance entity; and

2.4.2 duly signed and returned by the governance entity.

SURVEY AND REGISTRATION

2.5 The Crown must arrange, and pay for, –

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

2.5.2 the registration of any document required in relation to the vesting under the settlement legislation of a cultural redress property in the governance entity.
### 3 COMMERCIAL PROPERTIES

<table>
<thead>
<tr>
<th>Address</th>
<th>Description</th>
<th>Encumbrances</th>
<th>Transfer value</th>
<th>Land holding agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>71 Grafton Road, Grafton</td>
<td>0.1336 hectares, more or less, being Sections 2, 3, 4, 5, 6, 7 and 8 SO 371572 and Sections 2 and 3 SO 378109. All computer freehold register 451430.</td>
<td>Subject to an unregistered licence to Nidas Properties Limited</td>
<td>$3,940,000</td>
<td>LINZ Treaty Settlements Landbank</td>
</tr>
<tr>
<td>136 Dominion Road, Mount Eden</td>
<td>0.1990 hectares, more or less, being Section 1 SO 488816. All Transfer 5692041.1</td>
<td>Subject to an unregistered residential tenancy with Olga Darkadaki</td>
<td>$2,700,000</td>
<td>LINZ Treaty Settlements Landbank</td>
</tr>
</tbody>
</table>
4 TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES

APPLICATION OF THIS PART

4.1 This part applies to the transfer by the Crown to the governance entity of each purchased commercial property (a transfer property).

TRANSFER

4.2 The Crown must transfer the fee simple estate in a transfer property to the governance entity subject to, and where applicable with the benefit of, –

4.2.1 the disclosed encumbrances affecting or benefiting the property (as they may be varied by a non-material variation, or a material variation entered into under paragraph 4.17.4(a)); and

4.2.2 any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 4.17.4(b).

4.3 The Crown must pay any survey and registration costs required to transfer the fee simple estate in a transfer property to the governance entity.

POSSESSION

4.4 On the TSP settlement date for the property, possession of a transfer property must –

4.4.1 be given by the Crown; and

4.4.2 taken by the governance entity; and

4.4.3 be vacant possession subject only to any encumbrances referred to in paragraph 4.2 that prevent vacant possession being given and taken.

SETTLEMENT

4.5 Subject to paragraphs 4.6 and 4.37.2, the Crown must provide the governance entity with the following in relation to a transfer property on the TSP settlement date for that property:

4.5.1 evidence of –

(a) a registrable transfer instrument; and

(b) any other registrable instrument required by this deed in relation to the property:
PROPERTY REDRESS

4: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES

4.5.2 all contracts and other documents (but not public notices such as proclamations and Gazette notices) that create unregistered rights or obligations affecting the registered proprietor’s interest in the property after the TSP settlement date.

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

4.6.1 paragraph 4.5.1 does not apply; and

4.6.2 the Crown must ensure its solicitor, –

(a) a reasonable time before the TSP settlement date for the property, –

(i) creates a Landonline workspace for the transfer to the governance entity of the fee simple estate in the property and for any other registrable instruments required by the deed in relation to the property (the electronic transfer instruments); and

(ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the electronic transfer instruments; and

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

4.6.3 the governance entity must ensure its solicitor, a reasonable time before the TSP settlement date, certifies and signs the electronic transfer instruments for the property prepared in the Landonline workspace under paragraph 4.6.2(a)(ii); and

4.6.4 paragraphs 4.6.2 and 4.6.3 are subject to paragraph 4.37.2.

4.7 The relevant legislation for the purposes of paragraph 4.6 is –

4.7.1 the Land Transfer Act 1952; and

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

4.8 The Crown must, on the actual TSP settlement date for a transfer property, provide the governance entity with any key or electronic opener to a gate or door on, and any security code to an alarm for, the property that are held by the Crown.

4.9 The transfer value of, or the amount payable by the governance entity for, a transfer property is not affected by –

4.9.1 a non-material variation, or a material variation entered into under paragraph 4.17.4(a), of a disclosed encumbrance affecting or benefiting the property; or
PROPERTY REDRESS

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4.9.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 4.17.4(b).

APPORTIONMENT OF OUTGOINGS AND INCOMINGS

4.10 If, as at the actual TSP settlement date for a transfer property, –

4.10.1 the outgoings for the property pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, the governance entity must pay the amount of the excess to the Crown; or

4.10.2 the incomings for the property received by the Crown for any period after that date exceed the outgoings for the property pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to the governance entity.

4.11 The outgoings for a transfer property for the purposes of paragraph 4.10 do not include insurance premiums and the governance entity is not required to take over from the Crown any contract of insurance in relation to the transfer property.

4.12 An amount payable under paragraph 4.10 in relation to a transfer property must be paid on the actual TSP settlement date for the transfer property.

4.13 The Crown must, before the actual TSP settlement date for a transfer property, provide the governance entity with a written statement calculating the amount payable by the governance entity or the Crown under paragraph 4.10.

FIXTURES, FITTINGS, AND CHATTELS

4.14 The transfer of a transfer property includes all fixtures and fittings that were owned by the Crown, and located on the property, on the first date of the transfer period for that property.

4.15 Fixtures and fittings transferred under paragraph 4.14 must not be mortgaged or charged.

4.16 The transfer of a transfer property does not include chattels.

OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD

4.17 During the transfer period for a transfer property, the Crown must–

4.17.1 ensure the property is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the first day of the period; and

4.17.2 pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the property, except where those charges are payable by a tenant or occupier to the supplier; and
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4: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES

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

(a) by the Crown; or
(b) with the Crown’s written authority; and

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

(a) materially varying a disclosed encumbrance affecting or benefiting the property; or
(b) entering into an encumbrance affecting or benefiting the property; or
(c) procuring a consent, providing a waiver, or giving an approval, that materially affects the property, under the Resource Management Act 1991 or any other legislation; and

4.17.5 use reasonable endeavours to obtain permission for the governance entity to enter and inspect the property under paragraph 4.18.2 if the governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 4.2.

4.18 During the transfer period in relation to a transfer property, the governance entity –

4.18.1 must not unreasonably withhold or delay any consent sought under paragraph 4.17.4; and

4.18.2 may enter and inspect the property on one occasion –

(a) after giving reasonable notice; and
(b) subject to the terms of the encumbrances referred to in paragraph 4.2; and
(c) subject to complying with all reasonable conditions imposed by the Crown.

OBLIGATIONS AFTER SETTLEMENT

4.19 The Crown must –

4.19.1 give the relevant territorial authority notice of the transfer of a transfer property immediately after the actual TSP settlement date for the property, or as soon as reasonably practicable thereafter where the transfer property is subject to survey; and
PROPERTY REDRESS

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4.19.2 if it receives a written notice in relation to a transfer property from the Crown, a territorial authority, or a tenant after the actual TSP settlement date for the property, –

(a) comply with it; or

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

4.19.3 pay any penalty incurred by the governance entity to the person providing the written notice as a result of the Crown not complying with paragraph 4.19.2.

RISK AND INSURANCE

4.20 A transfer property is at the sole risk of –

4.20.1 the Crown, until the actual TSP settlement date for the property; and

4.20.2 the governance entity, from and including the actual TSP settlement date for the property.

DAMAGE AND DESTRUCTION

4.21 Paragraphs 4.22 to 4.30 apply if, before the actual TSP settlement date for a transfer property, –

4.21.1 the property is destroyed or damaged; and

4.21.2 the destruction or damage has not been made good.

4.22 Paragraph 4.23 applies if the transfer property, as a result of the destruction or damage, is not tenantable.

4.23 Where this paragraph applies, the governance entity may cancel its transfer by written notice to the Crown.

4.24 Notice under paragraph 4.23 must be given before the actual TSP settlement date.

4.25 Paragraph 4.26 applies if the transfer property, –

4.25.1 despite the destruction or damage, is tenantable; or

4.25.2 as a result of the damage or destruction, is not tenantable, but its transfer is not cancelled under paragraph 4.23 before the actual TSP settlement date.

4.26 Where this paragraph applies –

4.26.1 the governance entity must complete the transfer of the property in accordance with this deed; and
PROPERTY REDRESS

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4.26.2 the Crown must pay the governance entity —

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

(b) plus GST if any.

4.27 The value of the property for the purposes of paragraph 4.26.2 is to be its transfer value as provided in part 3.

4.28 An amount paid by the Crown under paragraph 4.26.2 is a partial refund of the purchase price.

4.29 Each party may give the other notice —

4.29.1 requiring a dispute as to the application of paragraphs 4.23 to 4.28 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and

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

4.30 If a dispute as to the application of paragraphs 4.23 to 4.28 is not determined by the TSP settlement date, the date the parties must comply with their obligations on transfer of the property is to be —

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

4.30.2 if an arbitrator appointed under paragraph 4.29 so determines, another date including the original TSP settlement date.

BOUNDARIES AND TITLE

4.31 The Crown is not required to point out the boundaries of a transfer property.

4.32 If a transfer property is subject only to the encumbrances referred to in paragraph 4.2, the governance entity —

4.32.1 is to be treated as having accepted the Crown's title to the property as at the actual TSP settlement date; and

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

4.33 An error or omission in the description of a transfer property or its title does not annul its transfer.
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4: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES

FENCING

4.34 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a transfer property and any contiguous land of the Crown, unless the Crown requires the fence, in which case the provisions of the Fencing Act 1978 will apply.

4.35 Paragraph 4.34 does not continue for the benefit of a purchaser from the Crown of land contiguous to a transfer property.

4.36 The Crown may require a fencing covenant to the effect of paragraphs 4.34 and 4.35 to be registered against the title to a transfer property.

DELAYED TRANSFER OF TITLE

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

4.37.1 arrange for the creation of a computer freehold register for the land of a transfer property for land that –

(a) is not contained in a computer freehold register; or

(b) is contained in a computer freehold register or registers but together with other land; and

4.37.2 transfer (in accordance with paragraph 4.5 or 4.6, whichever is applicable) the fee simple estate in a transfer property to which paragraph 4.37.1 applies as soon as reasonably practicable after complying with that paragraph in relation to the property but not later than five years after the actual TSP settlement date.

4.38 If paragraph 4.37.2 applies to a transfer property, and paragraph 4.6 is applicable, the governance entity must comply with its obligations under paragraph 4.6.3 by a date specified by written notice by the Crown.

4.39 The covenant given by the Crown under paragraph 4.37 has effect and is enforceable, despite:

4.39.1 being positive in effect; and

4.39.2 there being no dominant tenement.

4.40 If paragraph 4.37 applies then, for the period from the actual TSP settlement date until the date that the Crown transfers the fee simple estate in the transfer property to the governance entity –

4.40.1 the governance entity will be the beneficial owner of the property; and
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4.40.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the governance entity on the actual TSP settlement date; and

4.40.3 the governance entity may not serve a settlement notice under paragraph 4.43.

INTEREST

4.41 If for any reason (other than the default of the Crown) all or any of the amount payable by the governance entity to the Crown in relation to a transfer property is not paid on the TSP settlement date –

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

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

4.42 Paragraph 4.41 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

SETTLEMENT NOTICE

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

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

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

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

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

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

4.43.4 time is of the essence under paragraph 4.43.3; and

4.43.5 if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted by clause 6.6.

4.44 Paragraph 4.43, and the exercise of rights under it, is without prejudice to any other rights or remedies, at law, in equity, or otherwise, that the party not in default may have.
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4: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES

FURTHER ASSURANCES

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

NON-MERGER

4.46 On transfer of a transfer property to the governance entity –

4.46.1 the provisions of this part will not merge; and

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

GST

4.47 When the governance entity gives a notice electing to purchase under clause 6.4, it must include in that notice the following information in relation to the factual situation that will exist at the TSP settlement date and warrants the correctness of that information –

4.47.1 whether or not the governance entity is or will be at the TSP settlement date a registered person for GST purposes; and

4.47.2 the governance entity's registration number (if any); and

4.47.3 whether or not the governance entity intends to use the property for the purposes of making taxable supplies; and

4.47.4 whether or not the governance entity intends to use the property as a principal place of residence of the governance entity or a person associated with the governance entity under section 2A(1)(c) of the Goods and Services Tax Act 1985.

4.48 If any of that information provided in the notice electing to purchase under paragraph 4.47 alters before the TSP settlement date, the governance entity must immediately notify the Crown and warrants that the altered information is correct as at the date of notification.

4.49 If the information provided (subject to alteration, if any) indicates that, at the TSP settlement date, each of the following statements is correct and the supply of the property is a taxable supply by the Crown, the parties agree that GST will apply to the supply at the rate of zero percent:

4.49.1 the governance entity is or will be at the TSP settlement date a registered person for GST purposes; and
PROPERTY REDRESS

4: TERMS OF TRANSFER FOR PURCHASED COMMERCIAL PROPERTIES

4.49.2 the governance entity intends to use the property for the purposes of making taxable supplies; and

4.49.3 the governance entity does not intend to use the property as a principal place of residence of the governance entity or a person associated with the governance entity under section 2A(1)(c) of the Goods and Services Tax Act 1985.
<table>
<thead>
<tr>
<th>Property name</th>
<th>Legal description</th>
<th>Land holding agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 McManus Place, Otahuhu</td>
<td>Lot 9 DP 46199. All computer freehold register NA1895/4.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
<tr>
<td>1 Ashby Place, Greenhithe</td>
<td>Section 26 SO 408188. All computer freehold register 447929.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
<tr>
<td>51 Isobel Road, Greenhithe</td>
<td>Part Lot 2 DP 183137. Balance computer freehold register NA114A/638.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
<tr>
<td>148 Albany Highway, Greenhithe</td>
<td>Section 35 SO 408188. All computer freehold register 447931.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
<tr>
<td>156 Albany Highway, Greenhithe</td>
<td>Section 29 SO 408188. All computer freehold register 447933.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
<tr>
<td>21 Chester Avenue, Greenhithe</td>
<td>Section 3 SO 406048. All computer freehold register 510708.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
<tr>
<td>31 Chester Avenue, Greenhithe</td>
<td>Section 9 SO 395477. All computer freehold register 510712.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
<tr>
<td>42 Upper Harbour Drive, Greenhithe</td>
<td>Section 17 SO 406030. All computer freehold register 449466.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
<tr>
<td>10 Baltimore Place, Forest Hill</td>
<td>Lot 34 DP 85609 and Section 8 SO 409287. All computer freehold register 559567.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
<tr>
<td>115 Waipuna Road East, Panmure</td>
<td>Section 8 SO 70377. All computer freehold register 47293.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
<tr>
<td>117 Waipuna Road East, Panmure</td>
<td>Section 9 SO 70377. All computer freehold register 51298.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
<tr>
<td>105 Kowhai Road, Orewa</td>
<td>Lot 1 DP 197353. All computer freehold register NA125B/317.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
<tr>
<td>115 Kowhai Road, Orewa</td>
<td>Lot 2 DP 197353. All computer freehold register NA125B/319.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
<tr>
<td>253 Hibiscus Coast Highway, Red Beach</td>
<td>Lot 1 DP 197802. All computer freehold register NA125B/406.</td>
<td>Ministry of Justice (Office of Treaty Settlements)</td>
</tr>
</tbody>
</table>
6 NOTICE IN RELATION TO CULTURAL REDRESS PROPERTIES AND COMMERCIAL PROPERTIES

6.1 If this schedule requires the governance entity to give notice to the Crown in relation to or in connection with a cultural redress property or a commercial property, or the governance entity gives a notice under clause 6.4, the governance entity must give the notice in accordance with part 4 of the general matters schedule, except the notice must be addressed to the land holding agency for the property at its address or facsimile number provided—

6.1.1 in paragraph 6.2; or

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

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

<table>
<thead>
<tr>
<th>Land holding agency</th>
<th>Address and facsimile number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Conservation</td>
<td>Conservation House – Whare Kaupapa Atawhai</td>
</tr>
<tr>
<td></td>
<td>18-32 Manners Street</td>
</tr>
<tr>
<td></td>
<td>PO Box 10420</td>
</tr>
<tr>
<td></td>
<td>Wellington 6011</td>
</tr>
<tr>
<td></td>
<td>Fax: +64 4 381 3057</td>
</tr>
<tr>
<td>Ministry of Education</td>
<td>Mātauranga House</td>
</tr>
<tr>
<td></td>
<td>33 Bowen Street</td>
</tr>
<tr>
<td></td>
<td>Wellington 6011</td>
</tr>
<tr>
<td></td>
<td>PO Box 1666</td>
</tr>
<tr>
<td></td>
<td>Wellington 6140</td>
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<td>Fax: +64 4 463 8001</td>
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<tr>
<td>LINZ Treaty Settlements Landbank</td>
<td>Level 7, Radio New Zealand House</td>
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<tr>
<td></td>
<td>155 The Terrace</td>
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<tr>
<td></td>
<td>Private Bag 5501</td>
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<tr>
<td></td>
<td>Wellington 6011</td>
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<td>Fax: +64 4 472 2244</td>
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</tbody>
</table>
PROPERTY REDRESS

**6: NOTICE IN RELATION TO CULTURAL REDRESS PROPERTIES AND COMMERCIAL PROPERTIES**

<table>
<thead>
<tr>
<th>Ministry of Justice</th>
<th>National Office</th>
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<tbody>
<tr>
<td>(Office of Treaty Settlements)</td>
<td>Ministry of Justice</td>
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<tr>
<td></td>
<td>SX 10088</td>
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<td></td>
<td>Wellington</td>
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<td>Fax: + 64 4 918 8820</td>
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7 DEFINITIONS

7.1 In this schedule, unless the context otherwise requires, party means each of the governance entity and the Crown.

7.2 In this deed, unless the context otherwise requires, –

acquired Crown property has the meaning given to it by paragraph 1.2.1; and

actual TSP settlement date, in relation to a transfer property, means the date on which settlement of the property takes place; and

council-administered cultural redress property has the meaning given to it by paragraph 1.2.2; and

disclosed encumbrance, in relation to a transfer property, means an encumbrance affecting or benefiting the property that is disclosed in the disclosure information about the property; and

disclosure information has the meaning given to it by paragraph 1.2.3; and

settlement notice has the meaning given to it by paragraph 4.43.1; and

terms of transfer means the terms of transfer set out in part 4; and

transfer period means, in relation to a transfer property, the period from the date of this deed to its actual TSP settlement date; and

transfer property has the meaning given to it by paragraph 4.1; and

TSP settlement date means the settlement date (as defined in paragraph 6.1 of the general matters schedule).