



Six-month Right to Place 3.30- 3.34GHz Non-national Spectrum Licenses: Auction Catalogue

Radio Frequency Auction No. 26

18 April 2023

Document previous published as Auction No. 25



**Six-month Right to Place 3.30-3.34GHz Non-national Spectrum Licenses:
Auction Catalogue**

Call for bids 3

Terms and Conditions 4

1. *Interpretation*..... 4

2. *Amendments to this Auction Catalogue* 7

3. *Subject to the Act*..... 7

4. *Licence(s) subject to implementation requirement*..... 7

5. *Commerce Act 1986*..... 8

6. *Bidder requirements*..... 8

7. *The Lots*..... 9

8. *The Auction* 10

9. *Withdrawal of Lots*..... 11

10. *Completion of Auction*..... 12

11. *Publication* 12

12. *Settlement Requirements*..... 13

13. *Cancellation* 14

14. *Crown Not Liable*..... 14

Schedule 1 – Schedule of Lots..... 15

Schedule 2 – Contact Details 18

Schedule 3 – Contract Documents..... 19

ISBN: 978-1-99-106974-0

Call for bids

I give notice of the Ministry's intention to conduct an auction of rights relating to spectrum licences commencing at 8am, 26 April 2023 in accordance with the Terms and Conditions (attached to this notice). Auction 26 is the second stage of a two stage process to assign spectrum in the 3.30-3.34GHz band to non-national/regional broadband providers (the first stage being an Expressions of Interest process) and will be run as an online sequential auction conducted by Skylarc Asset Realisation Limited, www.skylarc.co.nz. The Crown has the management rights to the 3.30-3.34GHz band.

The auction relates to the grant of an exclusive six month right for the successful bidder to place spectrum licenses in the band and local area described in each lot. Once the six month period comes to an end, other parties will be permitted to place their own licenses in the band and local area described in that lot (on a first-in, first-served basis) subject to a no interference obligation with respect to licenses already placed (including licenses placed as a result of this auction).

The Ministry ran an Expressions of Interest (EOI) process in relation to the rights being made available as part of the Ministry's assignment of the 3.30-3.34GHz band. Through the EOI, the Ministry determined that there is sufficient interest in all rights for them all to go to auction, and these are the lots set out in Schedule 1.

Subject to relevant law and the Terms and Conditions, successful bidders may begin applying to place licences as soon as settlement requirements are met (noting that the commencement date for such licences will not be before 1 July 2023). The exclusive placement period shall run to 31 December 2023. Licences placed as a result of this auction or established after the exclusive period (but under the same Crown-held management right) shall expire on 30 June 2033.

Licenses placed as a result of this auction will be subject to the provisions of the Radiocommunications Act 1989, together with the Radiocommunications Regulations 2001. Before the auction commences, operators wishing to bid should familiarise themselves thoroughly with this legislation. The provisions of the Commerce Act 1986 also apply. Annual licence fees are required to be paid pursuant to the Radiocommunications Act and (for clarity) these fees are separate and in addition to both the one-off purchase price payable for a lot in this auction and the annual resource charge payable to the Ministry of Business, Innovation and Employment (in its capacity as the holder of the relevant management right).

Radio Spectrum Management and the Ministry of Business, Innovation and Employment provide no guarantees regarding access to land, infrastructure, or services in relation to any licence. These are matters for which licensees are directly responsible.

Prospective bidders should familiarise themselves thoroughly with the Terms and Conditions (as well as the contract documents which shall govern the post-auction relationship between a successful bidder and the Ministry, and which are attached to the Terms and Conditions) and should obtain independent legal advice where required.

Dated this 18th day of April 2023.



Daniel O'Grady

Manager, Radio Spectrum Policy and Planning
Ministry of Business, Innovation and Employment

Terms and Conditions

The Terms and Conditions applicable to this Auction are as follows:

1. Interpretation

1.1 Defined Terms

In the Auction Catalogue, the following terms have the following meanings.

“Act”	The Radiocommunications Act 1989, as amended from time to time, and including secondary legislation under this act;
“Associate”	Has the meaning given to it in the Licence Agreement;
“Auctioneer”	Skylarc Asset Realisation Limited or such other person appointed by the Chief Executive to conduct the auction on behalf of the Ministry (such other person to be notified on the Auction Information Page in advance of the auction);
“Auction”	The auction contemplated by the Auction Catalogue to assign licence rights for the Lots, being radio spectrum Auction 26;
“Auction Catalogue”	This Auction Catalogue, including the Call for Bids, Terms and Conditions and the Schedules, and as may be updated from time to time in accordance with the Terms and Conditions;
“Auction Information Page”	The internet site (including as it may be updated from time to time) which provides information on current and upcoming auctions of spectrum undertaken by the Ministry, and as at the date set out on the front page of the Auction Catalogue, is at the following address: https://www.rsm.govt.nz/projects-and-auctions/auctions/current-and-upcoming-spectrum-auctions/
“Auction Manager”	The person designated by the Ministry as the Auction Manager from time to time and whose contact details (as at the date set out on the front page of the Auction Catalogue) are set out in Schedule 2;
“Bidder”	Each eligible person who has placed a bid in the Auction that complies with the Purchase Limit described in clause 6;

“Chief Executive”	Te Tumu Whakarae mō Hikina Whakatutuki, Secretary for Business, Innovation & Employment and Chief Executive of the Ministry of Business, Innovation and Employment and his or her delegate;
“Conditions of Auction”	The terms and conditions on which the Auction will be conducted, including settlement and other conditions applying in respect of the Auction, as may be updated from time to time, but, as at the date set out on the front page of the Auction Catalogue, are the terms and conditions provided at the following address: https://help.trademe.co.nz/hc/en-us/sections/360001586972-Terms-conditions ;
“Contract Documents”	The Exclusive Rights Agreement and the Licence Agreement;
“Controlling Interest”	Has the meaning given to it in the Licence Agreement;
“Crown”	The Crown within the meaning of the Public Finance Act 1989;
“Exclusive Rights Agreement”	The exclusive rights agreement attached as Schedule 3, being the form of contract that each Provisionally Successful Bidder must enter into under these Terms and Conditions and which describes the rights and obligations (in relation to a Lot) purchased through this Auction;
“GST”	Goods and services tax within the meaning of the Goods and Services Act 1985;
“Implementation Requirement”	Has the meaning given to it in the Licence Agreement;
“Ineligible”	Has the meaning given in clause 6;
“Licence”	A Registered spectrum licence in the 3.30-3.34GHz band;
“Licence Agreement”	A licence agreement substantially in the form attached to the Exclusive Rights Agreement, being the form of contract to be entered into by each Successful Bidder and the Ministry in connection with placing Licences pursuant to the Exclusive Rights Agreement;

“Lot”	A lot described in Schedule 1 (including the reserve price for that Lot);
“Management Rights”	Has the meaning given to it in the Licence Agreement;
“Ministry”	The Ministry of Business, Innovation and Employment, and any other government department given responsibility for the Auction from time to time;
“Parameters”	In respect of a Lot, the details of that Lot which may include the band/frequency, geographical area (by reference to its TLA area), power requirements, expiry date and other parameters, restrictions and technical details or requirements (such as those available in PIB39 and PIB59), and being the parameters which any Licence (placed as a result of the Successful Bidder exercising the rights defined in the Exclusive Rights Agreement) must also comply with;
“Provisionally Successful Bidder”	The Bidder for a Lot determined as the provisional winner of the auction for that Lot in accordance with clause 10 and published in accordance with clause 11;
“Purchase Price”	For a Lot is the bid amount of the Provisionally Successful Bidder;
“Register”	The Register of Radio Frequencies established under section 5 of the Act or, if the context requires, to be recorded on the Register of Radio Frequencies in accordance with the Act. “Registered” has a corresponding meaning;
“Schedule”	A Schedule to the Auction Catalogue;
“Successful Bidder”	The Provisionally Successful Bidder for a Lot that settles the purchase of that Lot in accordance with clause 12.1;
“Terms and Conditions”	These Terms and Conditions, a part of the Auction Catalogue;
“Valid Bid”	A bid for a Lot that meets the requirements of clause 8.1; and
“Working Day”	A day between the hours of 8.30am to 5.00pm on any day that is not a Saturday or a Sunday or a day that is a public holiday in Wellington within the meaning of section 44 of the Holidays Act 2003 or is the 27 th , 28 th or 29 th of December in a year.

1.2 Construction

In these Terms and Conditions:

- (a) a reference to “including” or similar phrases does not imply any limitation;
- (b) a reference to a person includes an individual, or body corporate;
- (c) the singular includes the plural, and vice versa;
- (d) a reference to \$ or dollars is a reference to New Zealand currency;
- (e) a reference to a clause is a reference to a clause in these Terms and Conditions;
- (f) the headings and clause and sub-clause headings are for convenience only and have no legal effect; and
- (g) where any word or phrase has been given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

2. Amendments to this Auction Catalogue

This Auction Catalogue, including these Terms and Conditions, may be amended or revoked by the Chief Executive in whole or in part, and at any time in his or her absolute discretion, by notice on the Auction Information Page.

3. Subject to the Act

The Auction, these Terms and Conditions, and all Licences granted as a result of a Successful Bidder exercising the rights acquired by it in this Auction, are subject to all legal requirements that apply to the acquisition and holding of licences granted under the Act, including section 138 of the Act which provides that section 47 of the Commerce Act 1986 (relating to acquisitions of assets of a business) applies to the acquisition of Licences.

4. Licence(s) subject to implementation requirement

4.2 Consequences of not meeting Implementation Requirement

If the Implementation Requirement set out in the Licence Agreement is not met in respect of a Licence, then in accordance with the Licence Agreement:

- (a) the Chief Executive may use its Power of Attorney granted under the Licence Agreement to transfer the relevant Licence to the Crown under section 56 of the Act;
- (b) the relevant Successful Bidder (who is party to the Licence Agreement) will not be entitled to any refund (partial or otherwise) of any amounts paid for or in connection with the relevant Licence (including on account of the Purchase Price or any pre-paid licence fees); and

- (c) the Ministry may exercise any other rights it may have under the Licence Agreement.

5. Commerce Act 1986

5.1 No warranty

The Ministry makes no warranty that the acquisition of one or more Lots, or the creation and acquisition of one or more Licences, complies with section 47 of the Commerce Act 1986.

5.2 Ministry indemnified

Each Bidder indemnifies the Ministry against any claim, liability, loss or expense (including legal fees on a solicitor own client basis) brought or threatened against, or incurred by the Ministry, in the event that the purchase of a Lot (or Lots), or placement of a Licence as a result, by that Bidder breaches, or is alleged to breach, the Commerce Act 1986.

6. Bidder requirements

Persons may bid for one or more Lots in the Auction only if:

- (a) they are registered as a client on the Register; and
- (b) they are not Ineligible.

For the purposes of these Terms and Conditions, a person is “**Ineligible**” if that person, by itself or together with or through Associates, holds or has Registered interests in any Management Rights or Controlling Interests in relation to any Management Rights.

In addition, once a Bidder has reached the Purchase Limit it must not submit any further bids in the Auction. For this purpose, the “**Purchase Limit**” means that a Bidder (together with its Associates) has been successful in winning:

- (c) Lots comprising fifteen (15) different TLA areas; provided that
- (d) only one (1) of those TLA areas can be one the following main centres: (i) Auckland (being the Auckland council TLA area); (ii) Hamilton (being the Hamilton city council TLA area); (iii) Wellington cities (being the Wellington, Hutt and Porirua city council TLA areas); and Christchurch (being the Christchurch city council TLA area).

As soon as a Bidder (together with its Associates) wins Lots across fifteen (15) different TLA areas, that Bidder (and its Associates) must not place any further bids in the Auction for any other Lots (unless the Lot includes one of the fifteen (15) TLA areas).

As soon as a Bidder (or its Associate) wins a Lot for a TLA area referred to in paragraph (d) above, that Bidder (and its Associates) must not place any further bid in the Auction for Lots in other TLA areas referred to in paragraph (d) above.

If a Bidder exceeds the Purchase Limit or does not comply with the above rules, clause 10 of these Terms and Conditions apply.

For clarity, the Purchase Limit corresponds to but shall not vary or limit how the term 'Acquisition Limit' is used and applied in the Licence Agreement.

In order to ascertain whether any particular person is Ineligible and/or to assess compliance with the requirements of the Purchase Limit, each bidder must promptly on request by the Ministry (whether before, during or after the Auction) disclose any parties who it reasonably considers are its Associates participating in the Auction, together with reasonable supporting evidence.

A failure by a bidder to provide information requested by the Ministry under this clause 6 may be treated as a breach of these Terms and Conditions which results in bids being invalidated.

If a bidder has any doubt about whether a particular person qualifies as their Associate for the purposes of the Auction (and the Contract Documents), it should seek clarification from the Ministry.

7. The Lots

7.1 Schedule 1 contains details of the Lots

The Lots are described in Schedule 1. Each Lot comprises an exclusive right (for a period of six months ending on 31 December 2023) for the Successful Bidder to arrange for the creation of Licences complying with the Parameters of that Lot. For clarity, no Lots actually comprise a pre-existing spectrum license (Registered or capable of being Registered). In addition, Bidders acknowledge that creation (including Registration) of Licences as a result of the Auction may occur only in accordance with the Contract Documents and the Act, and that the exercise of any rights or benefits of a Lot is subject to law and the requirements and conditions set out or referred to in these Terms and Conditions and the Contract Documents.

7.2 Changes prior to Auction

The Lots and Parameters of Lots may change prior to commencement of the Auction. Any changes will be notified on the Auction Information Page.

7.3 No representation regarding suitability

It is the responsibility of Bidders to ensure that any Lots for which they are bidding are suitable for their purpose. The Chief Executive, the Ministry (on behalf of the Crown) and the Auction Manager make no representations in this respect.

7.4 Caveat

As set out in the Licence Agreement, each Licence Registered to the Successful Bidder as a result of the Auction will contain a caveat that will have the effect of prohibiting the

Registrar of the Register from making any entry on the Register charging, modifying, or transferring the Licence, other than with the consent of the Crown.

8. The Auction

8.1 Auction to be online

The Auction will be conducted as an online auction via Trade Me Limited's website (www.trademe.co.nz) in accordance with these Terms and Conditions and the Conditions of Auction. In the event of any conflict between the Conditions of Auction and these Terms and Conditions, these Terms and Conditions will prevail.

The Ministry may reject a bid as invalid (at any time, including after the Auction) if it is not a Valid Bid. A bid will not be a Valid Bid if:

- (a) the bidder is Ineligible or is not registered as a client on the Register at the time the bid was placed; or
- (b) it otherwise does not comply with these Terms and Conditions or the Conditions of Auction; or
- (c) the bidder commits a serious breach of these Terms and Conditions or the Conditions of Auction (for this purpose, exceeding the Purchase Limit or a failure by a bidder (and its Associates) to comply with the other rules in clause 6 shall be a serious breach by the bidder).

Neither the Auctioneer nor the Ministry (including the Auction Manager) has an obligation to notify whether a bid is a Valid Bid or not and acceptance of a bid does not necessarily mean that it is a Valid Bid. Without limiting any other provision in these Terms and Conditions:

- (d) the Ministry may accept a bid as a Valid Bid even if it does not meet the requirements to be a Valid Bid; and
- (e) if a bidder (or its Associates) exceeds the Purchase Limit or does not comply with the other rules in clause 6, the Ministry may exclude or direct the Auction Manager/Auctioneer to exclude any bids made by the bidder or its Associates (as nominated by the Ministry) and for this purpose the Ministry will take into account the order in which the bidder placed its bids across the relevant Lots (if that is sufficiently clear to the Ministry); and
- (f) if a bid is rejected as not being a Valid Bid, the relevant bidder will be permitted to place a Valid Bid for the Lot (as long as the bid is placed prior to bidding closing for the relevant Lot under clause 10 and without the Ministry being under any obligations to notify the bidder of that rejection).

By placing a bid in the Auction, each person:

- (g) agrees to be bound by these Terms and Conditions;
- (h) confirms that it is not Ineligible;

- (i) confirms that it has formed the view (based on reasonable grounds, having taken into account these Terms and Conditions) that the bid will be a Valid Bid;
- (j) confirms that it intends to exercise the rights or benefits of the relevant Lot in its own name, for the purpose of implementing a “Qualifying Service”, as contemplated by the Contract Documents;
- (k) confirms (as an individual) that they are acting for and on behalf, and with the authority of the party that would be named as the “Operator” under the Contract Documents; and
- (l) confirms that all information and representations made to the Ministry in connection with the Auction, whether before or after bidding, are true and correct and not misleading in any material way.

8.2 GST

All bids are deemed to be inclusive of GST.

8.3 Bids by Ministry employees invalid

Any bid made by or on behalf of an employee of the Ministry will not be a Valid Bid unless the prior written consent of the Chief Executive is obtained to that employee participating in the Auction. If the Chief Executive has consented to an employee participating in the Auction this will be advertised on the Auction Information Page before the commencement of the Auction.

9. Withdrawal of Lots

9.1 Chief Executive may withdraw Lots

Without limiting clause 2, all or any of the Lots may be withdrawn from the Auction at the discretion of the Chief Executive at any time prior to the close of the auction, notwithstanding that Valid Bids may have been made in excess of the reserve prices of the relevant Lots.

9.2 Withdrawals to be announced

If the Chief Executive exercises his or her discretion to withdraw all or any of the Lots from the Auction, the Auction Manager will announce this on the Auction Information Page, or if the withdrawal is within 2 Working Days prior to the Auction, by advising the Auctioneer.

9.3 No claims if Lot withdrawn

No bidder or prospective bidder will have any claim against the Crown (including the Chief Executive and the Ministry) for any costs, losses or expenses, or other compensation, whether incurred as a direct or indirect consequence of such withdrawal. For clarity, the Ministry will be free to dispose of any Lot withdrawn in accordance with this clause 9 at

its discretion (including by re-running an auction for the relevant Lot or through direct allocation of the Lot).

10. Completion of Auction

10.1 Bidding closure

Bidding for a Lot will close when bidding for that Lot (i.e. the auction for that Lot) has been completed in accordance with the Conditions of Auction and these Terms and Conditions.

10.2 Provisionally Successful Bidder is highest bidder

The Provisionally Successful Bidder for a Lot will be the Bidder with the highest Valid Bid for that Lot as determined by the Auctioneer at the time that bidding (for that Lot) is closed. However, if the Ministry determines that the bidder (itself and/or through its Associates) has exceeded the Purchase Limit referred to in clause 6 and that an affected bid is not a Valid Bid, then (unless the Ministry determines that some other approach is appropriate in the circumstances, which may include directing the Auction Manager/Auctioneer to conduct a further auction of the affected Lot/s) the Provisionally Successful Bidder for the affected Lot/s will be the Bidder with the second highest Valid Bid for the Lot as determined by the Auctioneer at the time that bidding (for that Lot) is closed and that the Purchase Price for the Lot shall be the reserve price.

10.3 Provisionally Successful Bidders

Once the Provisionally Successful Bidder has been identified and the result has been published in accordance with clause 11:

- (a) the Provisionally Successful Bidder will be under a contractual obligation and bound to pay the Auctioneer the Purchase Price for the Lot (in accordance with these Terms and Conditions and the Conditions of Auction); and
- (b) the Provisionally Successful Bidder will be under a contractual obligation to complete the purchase of the relevant Lot (see clause 12).

11. Publication

The Auction Manager will publish all of the results of the Auction identifying the Provisionally Successful Bidder for each Lot and details of successful bids on the Auction Information Page.

Bidders acknowledge and agree, and authorise, the publication described in this clause 11, as well as publication of any other information related to the Auction that the Chief Executive believes to be of general interest, whether on the Auction Information Page or otherwise.

12. Settlement Requirements

12.1 Settlement

No later than ten (10) Working Days after results of the Auction relating to a Lot have been published in accordance with clause 11, the Provisionally Successful Bidder for that Lot must satisfy the following conditions, all of which must be satisfied before it shall be eligible to take or exercise any rights relating to the Lot:

- (a) pay the Purchase Price for the Lot to the Auctioneer in accordance with the Conditions of Auction and these Terms and Conditions, and confirm to the Auction Manager in writing once it has done so; and
- (b) provide the Ministry with a copy of the Exclusive Rights Agreement (in respect of the Lot/s for which the Provisionally Successful Bidder has been successful in the Auction) signed for and on behalf of the Provisionally Successful Bidder via the contact details set out in Schedule 2; and
- (c) pay all overdue annual administration fees on any other radio or spectrum licence held by (or previously held by) the Provisionally Successful Bidder or its Associates.

On satisfaction of the above conditions, the purchase of the Lot will be settled and the Provisionally Successful Bidder will be the Successful Bidder in relation to the relevant Lot for the purposes of these Terms and Conditions.

For the purposes of satisfying the condition provided for in paragraph (b) above, the Ministry will prepare and provide to the Provisionally Successful Bidder an execution version of the Exclusive Rights Agreement, and the Provisionally Successful Bidder shall provide all information reasonably requested by the Ministry necessary to prepare an execution version of the Exclusive Rights Agreement.

12.2 Using the Lot

The Contract Documents set out the terms and conditions which apply in relation to taking and exercising the rights granted in relation to each Lot, and includes the following (among other things):

- (a) the exclusive right granted to the Successful Bidder and the process and terms and conditions by which the Successful Bidder may place a Licences;
- (b) a requirement to implement qualifying services by a certain date;
- (c) how fees for Licences are calculated;
- (d) terms and conditions relating to transferring or encumbering Licences, and relating to how they may be modified or cancelled; and
- (e) Licence acquisition limits.

13. Cancellation

13.1 Cancellation events

A cancellation event in relation to a Lot occurs if:

- (a) the winning bid of the Provisionally Successful Bidder is not a Valid Bid;
- (b) one or more bids for the Lot are not Valid Bids, and their inclusion has had (in the Ministry's reasonable opinion) a detrimental effect on the bidding for the Lot;
- (c) the Provisionally Successful Bidder fails to settle in accordance with clause 12.1;
or
- (d) the Auctioneer receives no bid on a Lot above the reserve price.

13.2 Effect of cancellation event

Without limiting the Ministry's other legal rights and remedies and despite anything to the contrary in these Terms and Conditions, if a cancellation event occurs, the Ministry may do the following:

- (a) cancel the purchase of the relevant Lot by the Provisionally Successful Bidder;
- (b) dispose of the relevant Lot at its discretion (including by re-running an auction for the relevant Lot or by offering the Lot to another bidder or through direct allocation of the Lot, including through the process described in clause 10.2).

14. Crown Not Liable

The Crown (including the Ministry) will not be liable in contract, tort, equity or in any other way for any direct or indirect damage, loss or cost incurred by a bidder (including a Bidder, Provisionally Successful Bidder or a Successful Bidder) or any other person in connection with the Auction, the Auction Catalogue (including the Terms and Conditions), the Conditions of Auction or the actions or omissions of the Auctioneer, including (to avoid doubt) as a result of, or in connection with, the exercise of a right or obligation, negligence or a breach of these Terms and Conditions, or any bid not being successful or any other cause.

Schedule 1 – Schedule of Lots

This auction, Radio Frequency Auction No. 26, comprises the Lots described as follows:

Lot#	TLA	From (MHz)	To (MHz)	Reserve Price
1.1	Far North District	3320	3340	288
1.2	Far North District	3300	3320	288
2.1	Whangarei District	3320	3340	288
2.2	Whangarei District	3300	3320	288
3.1	Kaipara District	3320	3340	288
3.2	Kaipara District	3300	3320	288
4.1	Thames-Coromandel District	3320	3340	288
4.2	Thames-Coromandel District	3300	3320	288
5.1	Hauraki District	3320	3340	288
5.2	Hauraki District	3300	3320	288
6.1	Waikato District	3320	3340	288
6.2	Waikato District	3300	3320	288
7.1	Matamata-Piako District	3320	3340	288
7.2	Matamata-Piako District	3300	3320	288
8.1	Hamilton City	3320	3340	288
8.2	Hamilton City	3300	3320	288
9.1	Waipa District	3320	3340	288
9.2	Waipa District	3300	3320	288
10.1	Ōtorohanga District	3320	3340	288
10.2	Ōtorohanga District	3300	3320	288
11.1	South Waikato District	3320	3340	288
11.2	South Waikato District	3300	3320	288
12.1	Waitomo District	3320	3340	288
12.2	Waitomo District	3300	3320	288
13.1	Taupo District	3320	3340	288
13.2	Taupo District	3300	3320	288
14.1	Western Bay of Plenty District	3320	3340	288
14.2	Western Bay of Plenty District	3300	3320	288
15.1	Tauranga City	3320	3340	288
15.2	Tauranga City	3300	3320	288
16.1	Rotorua District	3320	3340	288
16.2	Rotorua District	3300	3320	288
17.1	Whakatane District	3320	3340	288
17.2	Whakatane District	3300	3320	288
18.1	Kawerau District	3320	3340	288
18.2	Kawerau District	3300	3320	288
19.1	Ōpōtiki District	3320	3340	288
19.2	Ōpōtiki District	3300	3320	288
20.1	Gisborne District	3320	3340	288
20.2	Gisborne District	3300	3320	288
21.1	Wairoa District	3320	3340	288
21.2	Wairoa District	3300	3320	288
22.1	Hastings District	3320	3340	288

Lot#	TLA	From (MHz)	To (MHz)	Reserve Price
22.2	Hastings District	3300	3320	288
23.1	Napier City	3320	3340	288
23.2	Napier City	3300	3320	288
24.1	Central Hawke's Bay District	3320	3340	288
24.2	Central Hawke's Bay District	3300	3320	288
25.1	New Plymouth District	3320	3340	288
25.2	New Plymouth District	3300	3320	288
26.1	Stratford District	3320	3340	288
26.2	Stratford District	3300	3320	288
27.1	South Taranaki District	3320	3340	288
27.2	South Taranaki District	3300	3320	288
28.1	Ruapehu District	3320	3340	288
28.2	Ruapehu District	3300	3320	288
29.1	Whanganui District	3320	3340	288
29.2	Whanganui District	3300	3320	288
30.1	Rangitikei District	3320	3340	288
30.2	Rangitikei District	3300	3320	288
31.1	Manawatu District	3320	3340	288
31.2	Manawatu District	3300	3320	288
32.1	Palmerston North City	3320	3340	288
32.2	Palmerston North City	3300	3320	288
33.1	Tararua District	3320	3340	288
33.2	Tararua District	3300	3320	288
34.1	Horowhenua District	3320	3340	288
34.2	Horowhenua District	3300	3320	288
35.1	Kapiti Coast District	3320	3340	288
35.2	Kapiti Coast District	3300	3320	288
36.1	Porirua City	3320	3340	288
36.2	Porirua City	3300	3320	288
37.1	Upper Hutt City	3320	3340	288
37.2	Upper Hutt City	3300	3320	288
38.1	Lower Hutt City	3320	3340	288
38.2	Lower Hutt City	3300	3320	288
39.1	Wellington City	3320	3340	288
39.2	Wellington City	3300	3320	288
40.1	Masterton District	3320	3340	288
40.2	Masterton District	3300	3320	288
41.1	Carterton District	3320	3340	288
41.2	Carterton District	3300	3320	288
42.1	South Wairarapa District	3320	3340	288
42.2	South Wairarapa District	3300	3320	288
43.1	Tasman District	3320	3340	288
43.2	Tasman District	3300	3320	288
44.1	Nelson City	3320	3340	288
44.2	Nelson City	3300	3320	288
45.1	Marlborough District	3320	3340	288
45.2	Marlborough District	3300	3320	288

Lot#	TLA	From (MHz)	To (MHz)	Reserve Price
46.1	Kaikoura District	3320	3340	288
46.2	Kaikoura District	3300	3320	288
47.1	Buller District	3320	3340	288
47.2	Buller District	3300	3320	288
48.1	Grey District	3320	3340	288
48.2	Grey District	3300	3320	288
49.1	Westland District	3320	3340	288
49.2	Westland District	3300	3320	288
50.1	Hurunui District	3320	3340	288
50.2	Hurunui District	3300	3320	288
51.1	Waimakariri District	3320	3340	288
51.2	Waimakariri District	3300	3320	288
52.1	Christchurch City	3320	3340	288
52.2	Christchurch City	3300	3320	288
53.1	Selwyn District	3320	3340	288
53.2	Selwyn District	3300	3320	288
54.1	Ashburton District	3320	3340	288
54.2	Ashburton District	3300	3320	288
55.1	Timaru District	3320	3340	288
55.2	Timaru District	3300	3320	288
56.1	Mackenzie District	3320	3340	288
56.2	Mackenzie District	3300	3320	288
57.1	Waimate District	3320	3340	288
57.2	Waimate District	3300	3320	288
58.1	Chatham Islands Territory	3320	3340	288
58.2	Chatham Islands Territory	3300	3320	288
59.1	Waitaki District	3320	3340	288
59.2	Waitaki District	3300	3320	288
60.1	Central Otago District	3320	3340	288
60.2	Central Otago District	3300	3320	288
61.1	Queenstown-Lakes District	3320	3340	288
61.2	Queenstown-Lakes District	3300	3320	288
62.1	Dunedin City	3320	3340	288
62.2	Dunedin City	3300	3320	288
63.1	Clutha District	3320	3340	288
63.2	Clutha District	3300	3320	288
64.1	Southland District	3320	3340	288
64.2	Southland District	3300	3320	288
65.1	Gore District	3320	3340	288
65.2	Gore District	3300	3320	288
66.1	Invercargill City	3320	3340	288
66.2	Invercargill City	3300	3320	288
67.1	Auckland	3320	3340	288
67.2	Auckland	3300	3320	288

Schedule 2 – Contact Details

Georgia Reynolds
Auction 26 Manager
Radio Spectrum Policy and Planning
Ministry of Business Innovation and Employment
PO Box 2847
25 The Terrace
WELLINGTON

DDI: 04 897 5175

email: radio.spectrum@mbie.govt.nz

Schedule 3 – Contract Documents

Attached, being:

- the Exclusive Rights Agreement; and
- the Licence Agreement.