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27 July 2001

National Mail New Zealand Limited
120 Carbine Road
Mt Wellington
AUCKLAND

Takeover Notice

I, Paul Ernest Meier give notice pursuant to Rule 41 of the Takeovers Code of my intention to make a full offer to acquire all of the voting securities in National Mail New Zealand Limited not already held by me.

I enclose the terms of the offer which I intend to make under the Takeovers Code. The document includes the information specified in Schedule 1 to the Takeovers Code which is required to be contained in, or to accompany, this notice.

Yours faithfully



Paul Ernest Meier

Full Offer By

PAUL ERNEST MEIER

To purchase all of the ordinary fully paid shares in

NATIONAL MAIL NEW ZEALAND LIMITED

made pursuant to the Takeovers Code

This Offer is Dated the 11th day of August 2001

IMPORTANT

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS OFFER, YOU SHOULD CONSULT A MEMBER OF THE NEW ZEALAND STOCK EXCHANGE OR A FINANCIAL OR LEGAL ADVISER. IF YOU HAVE SOLD ALL YOUR SHARES IN NATIONAL MAIL NEW ZEALAND LIMITED, YOU SHOULD IMMEDIATELY HAND THIS OFFER DOCUMENT AND THE ACCOMPANYING ACCEPTANCE FORM TO THE PURCHASER, OR TO THE MEMBER OF THE NEW ZEALAND STOCK EXCHANGE OR OTHER AGENT THROUGH WHOM THE SALE WAS MADE, TO BE PASSED TO THE PURCHASER.

**FULL OFFER BY PAUL ERNEST MEIER TO PURCHASE ALL OF THE FULLY PAID ORDINARY
SHARES IN NATIONAL MAIL NEW ZEALAND LIMITED**

To: The Shareholders of National Mail New Zealand Limited

1. THE OFFER

1.1 Paul Ernest Meier ("Meier") hereby offers to purchase all of the ordinary shares (being all voting securities) of National Mail New Zealand Limited ("National Mail" or the "Company") which he does not already hold ("the Offer").

2. CONSIDERATION

2.1 The consideration offered for each of the shares in National Mail ("Shares") is 7 cents.

3. ACCEPTANCE OF THIS OFFER

3.1 Acceptance of this Offer may be made by:

- (a) completing the enclosed Form of Acceptance and Transfer; and
- (b) returning the Form of Acceptance and Transfer to the Offeror in the reply paid envelope as soon as possible, but in any event so as to be received by the Offeror not later than 5pm on [12 September] 2001 (subject to clause 4 below). Your acceptance should be delivered to:

Paul Ernest Meier
C/- Computershare Registry Services Limited
Level 2
159 Hurstmere Road
Takapuna
Private Bag 92119
AUCKLAND

3.2 Except insofar as this Offer is totally withdrawn and every person is released from every obligation incurred thereunder this Offer remains open for acceptance by shareholders until 5pm on [12 September] 2001.

3.3 Should this Offer not be declared to have become unconditional by the Offeror as required by clause 3.8, all Transfers shall be returned by the Offeror to the respective shareholders entitled to them.

3.4 The Offeror may, in its discretion, treat any Form of Acceptance and Transfer as valid notwithstanding that it does not comply with this paragraph, and may, in its discretion, rectify any errors in, or omissions from, any Form. The enclosed Form

of Acceptance and Transfer comprises part of this Offer. That Form duly completed may be treated by the Offeror as a valid acceptance of this Offer whether or not accompanied by the relevant FIN number.

- 3.5 Acceptance of this Offer by each shareholder constitutes a contract between that shareholder and the Offeror on the terms and subject to the conditions of this Offer. Other than in the circumstances set out in clause 3.2, you may not withdraw your acceptance during the time this Offer is open for acceptance, whether or not there has been any variation of this Offer.
- 3.6 The latest date on which the Offeror can declare this Offer to have become unconditional is [22 September] 2001. If this Offer is not declared unconditional by or on that date, the Offer will lapse.
- 3.7 This Offer is open for acceptance by all persons who hold Shares in National Mail, including those persons who have acquired Shares in National Mail from any person to whom the Offer has been sent by the Offeror.
- 3.8 Notice by the Offeror to the Company, the Takeovers Panel or the New Zealand Stock Exchange declaring this Offer unconditional, or advising that this Offer is withdrawn in accordance with the Takeovers Code or has lapsed in accordance with its terms, shall be notice to you of the material so given to the Company, the Takeovers Panel or the New Zealand Stock Exchange.
- 3.9 Notice of any variation of the Offer will be sent to each offeree, the Company, the Takeovers Panel and the New Zealand Stock Exchange in accordance with the Takeovers Code.
- 3.10 If you have sold all of your shares in National Mail, please send this Offer and all enclosures (including the Form of Transfer and Acceptance) at once to the new National Mail shareholder or the broker through whom you made the sale requesting that they be forwarded to the new National Mail shareholder.
- 3.11 If you have sold some of your shares in National Mail please alter the total holding on the Form of Transfer and Acceptance to the number of Shares which you have retained and forward the amended form in the reply paid envelope supplied to the Offeror. Upon receipt of the amended Form, the Offeror will recalculate the amount of cash comprising your consideration to reflect the number of Shares sold by you.
- 3.12 Please also request the broker through whom you made the sale to advise the purchaser or purchasers of your Shares of this Offer and that copies of it are available from the Share Registrar, Computershare Registry Services Limited, Level 2, 159 Hurstmere Road, Takapuna, Private Bag 92-119, Auckland, and advise the Share Registrar of the number of Shares sold and the broker concerned.

4. WARRANTY

- 4.1 All persons accepting this Offer warrant that to the Offeror that the Shares shall be transferred to the Offeror with all rights attaching to the Shares free from any charge, lien, encumbrance or other adverse interest.

5. CONDITIONS

- 5.1 The Offer is conditional on acceptances being received, by the end of the offer period, in respect of that number of Shares which, when taken together with Shares already held or controlled by the Offeror confer more than 70% of the voting rights in National Mail.
- 5.2 The Offer is also subject to the further conditions (which are for the benefit of the Offeror and may accordingly be waived in whole or in part by the Offeror at its sole discretion) that, during the period from and including [27 July] 2001 until the date of settlement referred to in clause 6 below:
- (a) No dividends, bonuses or other payments or distributions of any nature have been or will be declared, paid, or made upon or in respect of any of the Shares.
 - (b) No further shares or convertible notes or any voting securities of any description of National Mail have been or will be issued or agreed to be issued;
 - (c) There have been or will be no alteration of rights, privileges and restrictions attaching to the Shares;
 - (d) None of the Shares have been, or will be subdivided, consolidated or bought back by National Mail;
 - (e) No shares in the Company have been or will be made the subject of any option or right to subscribe.
 - (f) There has been and will be no alteration to the Constitution of the Company.
- 5.3 The date by which the Offer is to become unconditional must not be later than 14 days after the close of the offer period. As at the date of this Offer, the date by which the Offer is to become unconditional is [22 September] 2001, but this date may change if the close of the offer period is extended or the Offer is declared unconditional earlier than that date. Should the Offer not become unconditional, it will lapse and all Transfers and Forms of Acceptance will be returned by the Offeror to the shareholders accepting the Offer.

6. SETTLEMENT

- 6.1 Cheques for the cash to which each shareholder accepting this Offer will have become entitled under this Offer, will be dispatched by the Offeror by ordinary post by the date 7 days after the date on which the Offer becomes unconditional, subject to:
- (a) This Offer being declared unconditional or the conditions in clause 5 being waived by the Offeror; and
 - (b) the Form of Acceptance and Transfer is in order and accompanied by the relevant FIN number (or an indemnity acceptable in the opinion of the Offeror is given if the FIN is not available).
- 6.2 As at the date of this Offer, the date for the dispatch of the consideration cheques is ~~[29 September]~~ 2001, but this date may change if the date by which the Offer is to become unconditional changes, as described in clause 5.3.
- 6.3 If the consideration for the Offer is not sent within the period specified in clause 6.1 to any shareholder whose Shares are taken up under the Offer, that shareholder may withdraw acceptance of the Offer:
- (a) by notice in writing to the Offeror; but only
 - (b) after the expiration of 7 days' written notice to the Offeror of that shareholder's intention to do so.
- 6.4 The right in clause 6.3 to withdraw acceptance of the Offer will not apply if the shareholder receives the consideration during the 7 day period referred to in clause 6.3.
- 6.5 No acknowledgement of the receipt of acceptances of this Offer will be issued.
- 6.6 If this Offer does not become unconditional and the conditions are not waived by the Offeror, the Offer will lapse.
- 6.7 The obligations of the Offeror under this clause 6 are subject to registration of the transfer of the Shares to the Offeror. The Offeror undertakes upon the Offer becoming unconditional to present the Forms of Acceptance and Transfer promptly to the Company for registration.
- ## 7. SUBSEQUENT CHANGES TO NATIONAL MAIL
- 7.1 If, National Mail declares or pays any dividend or makes any other distribution to its shareholders after ~~[27 July]~~ 2001 (being the date on which the Offeror gave the Company notice of its intention to make the Offer), and the Offeror waives the condition in clause 5.2(a), shareholders who accept this Offer will be bound to pay to the Offeror an amount equivalent to such dividend or the value of such

other distribution or, at the option of the Offeror, the cash consideration which would otherwise have been paid to such shareholders who accept the Offer shall be reduced by an amount equivalent to such dividend or the value of such other distribution.

- 7.2 If National Mail makes any issue of shares or convertible notes or voting securities or grants any other rights or interests in its shares to its shareholders by way of bonus issue, and the Offeror waives the condition in clause 5.2(b), shareholders who accept this Offer will be bound to transfer such shares or convertible notes or other rights and interests to the Offeror, without any additional consideration.
- 7.3 If National Mail subdivides or consolidates the shares on issue in National Mail after the date of this Offer, and the Offeror waives the condition in clause 5.2(d) then the consideration per National Mail Share will be correspondingly reduced or increased in proportion to such consolidation or subdivision, and shareholders accepting the Offer will be bound to transfer such consolidated or subdivided shares to the Offeror on the basis of the consideration so increased or reduced.
- 7.4 If National Mail issues and further shares in National Mail to any person on or after the date of this Offer other than by way of bonus issue and the condition contained in clause 5.2(b) is waived by the Offeror, then this Offer will be deemed to extend to and include such shares and the consideration payable for them will be as provided in clause 2.1.

8. GENERAL

- 8.1 All cheques, Acceptance Forms, Transfers and other documents to be delivered or sent by or to a holder of Shares will be delivered or sent to or from that shareholders at the shareholder's own risk.
- 8.2 Any reference to the Takeovers Code means the takeovers code recorded in the Takeovers Code Approval Order 2000 (SR2000/210).
- 8.3 Except if expressly defined in this document, or where the context requires otherwise, terms defined in the Takeovers Code shall have the same meaning in this document.
- 8.4 All sums of money referred to in this Offer are in New Zealand currency.
- 8.5 This Offer and any contract arising from it shall be governed by and construed in accordance with the laws of New Zealand.
- 8.6 The enclosed Form of Acceptance and Transfer comprises part of this Offer.
- 8.7 For the purposes of the Offer, the number of National Mail Shares on issue, and the number of National Mail Shares held by any person, shall be determined by

reference to the share register of National mail at the expiration of the Offer period.

8.8 The Offer may be varied by the Offeror in accordance with the Takeovers Code.

8.9 If there is any inconsistency between the terms and conditions of the Offer and the provisions of the Takeovers Act 1993 or the Takeovers Code, the provisions of the Takeovers Act 1993 and the Takeovers Code (as the case may be) shall prevail.

9. ADDITIONAL INFORMATION

9.1 The information as required by Schedule 1 to the Takeovers Code, is set out in the Appendix to this document.

Paul Ernest Meier

APPENDIX
INFORMATION REQUIRED BY SCHEDULE 1 TO THE TAKEOVERS CODE

1. Date

The Offer is dated the [11th day of August] 2001.

2. Offeror

The Offeror is Paul Ernest Meier

The Offeror's address is C/- Jones Young, Solicitors
 Level 14, ASB Bank Centre
 135 Albert Street
 AUCKLAND

3. Target Company

National Mail New Zealand Limited

4. Advice Statement

The advice statement required under the Takeovers Code is stated on the cover page of the offer document.

5. Offer Terms

The terms and conditions of the Offer are set out on pages [] to [] of the offer document.

6. Ownership of Equity Securities of Target Company

The persons listed in the table below hold or control equity securities of National Mail in the numbers, designations and percentages shown beside their respective identities.

	Number of and class of equity securities held or controlled	Percentage of class
(a) Offeror	11,984,345 ordinary shares	43.4%
(b) Related company of the Offeror	Nil.	N/A
(c) Persons acting jointly or in concert with the Offeror	Nil.	N/A
(d) Director of any person described in (a), (b) or (c) above	Nil.	N/A
(e) Person holding or controlling 5% or more of class of equity security	McAndrew Limited in relation to 2,114,885 ordinary shares Ellis Capital Limited	7.65% 10.3%

- 7. Trading in Target Company Equity Securities**
None of the persons listed in the table above in clause 6 have, during the 6 month period before the date of this Offer, acquired or disposed of equity securities of the Company.
- 8. Agreement to Accept Offer**
No persons have agreed conditionally or unconditionally to accept the Offer.
- 9. Arrangements to Pay Consideration**
- 9.1 The Offeror confirms that resources will be available to him sufficient to meet the consideration to be provided on full acceptance of the Offer and to pay any debts incurred in connection with the Offer (including debts arising under Rule 49 of the Takeovers Code).
- 9.2 A statement setting out the rights of each offeree under Rule 34 of the Takeovers Code, to withdraw its acceptance for non-payment by the Offeror of the consideration, is set out in clause 6.3 of the offer document.
- 10. No Arrangements Between Offeror and Target Company**
No agreement or arrangement (whether legally enforceable or not) has been made, or is proposed to be made, between the Offeror or any associates of the Offeror, and the Company or any related company of the Company, in connection with, in anticipation of, or in response to, the Offer.
- 11. No Arrangements Between Offeror, and Directors and Officers of Target Company**
No agreement or arrangement (whether legally enforceable or not) has been made, or is proposed to be made, between the Offeror or any associates of the Offeror, and any of the directors or senior officers of the Company or of any related company of the Company (including any payment or other benefit proposed to be made or given by way of compensation for loss of office, or as to their remaining in or retiring from office) in connection with, in anticipation of, or in response to, the Offer.
- The Offeror is a director of the Company.
- 12. No Financial Assistance**
No agreement or arrangement has been made, or is proposed to be made, under which the Company or any related company of the Company will give (directly or indirectly) financial assistance for the purpose of, or in connection with, the Offer.

13. Acquisitions of Securities

During the offer period, the Offeror, any related company of the Offeror, any person acting jointly or in concert with the Offeror, or any of the directors of any of them, do not intend to acquire any Shares in National Mail under Rule 36 of the Takeovers Code.

14. Likelihood of Changes in Target Company

In the event that the acquisition of the Shares in National Mail is completed, the Offeror intends to make the following material changes in respect of the business activities of the Company and its subsidiaries:

- (a) undertake an investigation of the merits of ceasing to continue to have the Shares in National Mail quoted on the New Zealand Stock Exchange ("NZSE") in light of the continuing administration and compliance costs associated with the listing of National Mail on the NZSE;
- (b) investigate the acquisition by National Mail of businesses and other investment opportunities which may include businesses in which the Offeror may have an interest.

15. Pre-emption Clauses in Target Company's Constitution

There is no restriction on the right to transfer equity securities to which the Offer relates contained in the constitution of the Company which has the effect of requiring the holders of the securities to offer the securities for purchase to members of the Company or to any other person before transferring the securities.

16. No Escalation Clause

There is no agreement or arrangement (whether legally enforceable or not) under which any existing holder of equity securities in the Company will or may receive in relation to, or as a consequence of, the Offer any additional consideration or other benefit over and above the consideration set out in the Offer, or any prior holder of equity securities in the Company will or may receive any consideration or other benefit as a consequence of the Offer.

17. Independent Adviser's Report

An independent adviser's report is not required under rule 22 of the Takeovers Code as the Offer relates to the only class of securities on issue in National Mail.

18. Additional Disclosures Required if Consideration Includes Securities

No securities have been offered by the Offeror as consideration under the Offer.

19. Certificate

To the best of my knowledge and belief, after making proper inquiry, the information contained in this offer document (including the Appendix) is, in all material respects, true and correct and not misleading, whether by omission of any information or otherwise, and includes all the information required to be disclosed by the Offeror under the Takeovers Code.

Paul Ernest Meier

FORM OF ACCEPTANCE AND TRANSFER

Paul Ernest Meier Full Offer for Shares in National Mail New Zealand Limited

Shareholder/Transferor (the "Transferor"):	
Address of Transferor:	
Number of shares currently held:	
Total consideration at 7 cents per share:	
Holder Number:	
FASTER Identification Number (FIN):	

By signing this form the Transferor for the consideration stated above hereby:

- (a) accepts the Offer dated [11 August] 2001 of Paul Ernest Meier, (the "Transferee"), for the shares described above in National Mail New Zealand Limited (the "Company") held by the Transferor, subject to the conditions on which they are so held and transfers those shares to the Transferee, subject to the terms and conditions of the Offer;
- (b) authorises the Transferee to use the Transferor's FIN number to transfer the shares to the Transferee. For this purpose the FIN number must be set out above.
- (c) declares that if the FIN in respect of the Shares referred to above is not also shown above:
- (i) the Transferor is the holder of such Shares, and has made a proper search for the FIN and has been unable to locate it; and
- (ii) the Transferor has not mortgaged, pledged, transferred or otherwise dealt with the Shares and no other person holds any interest in the Shares and they are the property of the Transferor absolutely; and
- (iii) the Transferor will indemnify National Mail, the Offeror and its agent Computershare Registry Services Limited and its related companies against any costs, loss or damage arising out of any failure to produce the FIN or the transfer of such shares being registered by National Mail without production of the FIN;
- (d) enters into a Power of Attorney in favour of the Transferor on the following terms:

As from the time of the Offer being declared unconditional, I/We hereby irrevocably authorise and appoint the Transferee (with power of substitution by the Transferee in favour of such person/s as the Transferee may appoint to act on its behalf) as my/our attorney and agent to act for me/us and do all matters of any kind or nature whatsoever in respect of or pertaining to the shares referred to on the face of this form in the Company and all rights and benefits attaching to them as the Transferee may think proper and expedient and which I/We could lawfully do or cause to be done if personally acting, including the transfer of shares to any person or persons whatsoever, the appointment of a proxy or proxies for any meeting of the shareholders of the Company, attendance in person at, and voting at, such meeting, application to any court whatsoever and execution of all documents in my/our name/s which the Transferee may consider necessary for all or any of the foregoing purposes.

Dated and executed the _____ day of _____ 2001

For an Individual	For a Company	To Be Completed Where The Signatory is an Attorney for an Individual
Signed by the Transferor:	Signed by the Transferor by:	Signed by the Transferor(s) by its attorney:
_____	_____	_____
in the presence of:	Director	in the presence of:
_____	_____	_____
Name: Occupation: Address:	Director	Name: Occupation: Address:

NOTES AND INSTRUCTIONS FOR COMPLETION

1. **To Accept The Offer:**
 - (a) Insert your FIN number in the space provided.
 - (b) Sign this form where marked "Signed by the Transferor" and have your signature witnessed. Any person (including your husband or wife) may witness your signature and must add his or her occupation and address in the space provided. Companies must sign where marked "For a Company" in accordance with the Companies Act 1993. Attorneys must sign where marked "To be completed where the signatory is an attorney for an individual or a company". An attorney must have his signature witnessed also.
2. **Joint Holders:** If the shares are registered in the names of joint holders, all must sign the form.
3. **Power of Attorney:** If the form is signed under a power of attorney, a copy of the relevant power of attorney must be submitted with the form for noting and return. The Attorney must also complete and sign the certificate below.
4. **INTERPRETATION:** In this form references to the singular include the plural.
5. **On Completion:** Post the completed Form of Acceptance and Transfer in the enclosed reply paid envelope and post to Paul Ernest Meier, c/- Computershare Registry Services Limited, Level 2, 159 Hurstmere Road, Takapuna, Private Bag 92119, Auckland as soon as possible, but in any event so as to be received not later than 5pm on ~~(12 September)~~ 2001, or if the closing date for the Offer is extended, by that extended closing date.
6. **Previous Sale:** If you have sold all your Shares, please pass this form together with the offer documents to your sharebroker or the purchasers of such shares.

IF THIS FORM IS SIGNED UNDER POWER OF ATTORNEY, THE ATTORNEY(S) SIGNING MUST SIGN THE FOLLOWING CERTIFICATE:

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I/We, _____
(Insert name of Attorney(s) signing)

of _____
(Address and Occupation)

HEREBY CERTIFY:

1. THAT by a Power of Attorney dated the _____ day of _____ the Transferor named and described on the face of this form (the Donor) appointed me his/her/its/ their attorney on the terms and conditions set out in that Power of Attorney.
2. THAT I/We have executed the form printed on the face of this document as attorney under the Power of Attorney and pursuant to the powers thereby conferred upon me/us.
1. THAT at the date hereof I/we have not received any notice or information of the revocation of that Power of Attorney by the death (or winding up) of the Donor or otherwise.

Signed at _____ this _____ day of _____ 2001.

Signature of Attorney(s)

Note: Your signature does not require witnessing