

TE KAAHUI O RAURU
and
HER MAJESTY THE QUEEN
in right of New Zealand

RFR DEED

RFR DEED

THIS DEED is made

BETWEEN

TE KAAHUI O RAURU (the Governance Entity)

AND

HER MAJESTY THE QUEEN in right of New Zealand (the Crown).

BACKGROUND

- A. Ngaa Rauru Kiitahi and the Crown are parties to a deed of settlement to settle the Historical Claims of Ngaa Rauru Kiitahi dated 27 November 2003.
- B. The Crown agreed under that Deed of Settlement that (if that Deed of Settlement became unconditional) the Crown would, by or on the Settlement Date, provide the Governance Entity with a deed in this form granting the Governance Entity a right of first refusal over the RFR Properties.
- C. The Deed of Settlement has become unconditional and this Deed is entered into:
 - by the Crown in satisfaction of its obligations under clause 14.2 of the Deed of Settlement; and
 - by the Governance Entity in satisfaction of its obligations under clause 14.3 of the Deed of Settlement.

IT IS AGREED as follows:

1. NOTICE TO BE GIVEN BEFORE DISPOSING OF AN RFR PROPERTY

Crown must give RFR Notice

1.1 The Crown must, before Disposing of an RFR Property, give an RFR Notice to the Governance Entity in respect of the property. The RFR Notice must specify any encumbrances affecting the property.

Crown may withdraw RFR notice

1.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts the offer in that notice under clause 2.1.

1.3 If the Crown withdraws an RFR Notice, this Deed still applies to the RFR Property and, in particular, the Crown must give another RFR Notice before it Disposes of the RFR Property.

Handwritten notes:
m.w.r.
N.K.

Handwritten signatures and initials:
gpa
ND
K.L.
K.E.M.
W.G.
R.N.
G.
A.K.
M.
W.
M.W.
M.W.
M.W.
M.W.
M.W.

RFR DEED

- 5.1.4 any feature of the title to any RFR Property that prevents or limits the Crown's right to Dispose of the RFR Property to the Governance Entity; and
- 5.1.5 any legal requirement that:
 - (a) prevents or limits the Crown's ability to Dispose of an RFR Property to the Governance Entity; and
 - (b) the Crown cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps do not include changing the law).

6. THIS DEED DOES NOT APPLY IN CERTAIN CASES

Disposal to certain persons are exempt

6.1 Clause 1.1 does not apply if the Crown is Disposing of an RFR Property to:

- 6.1.1 the Governance Entity or a Nominated Transferee;
- 6.1.2 a person to give effect to this Deed or to the Deed of Settlement;
- 6.1.3 a person by way of gift for charitable purposes;
- 6.1.4 the existing tenant of a house on the RFR Property that is held on the Settlement Date for education purposes by the Crown;
- 6.1.5 the lessee under a lease of the RFR Property if such Disposal is constituted by a grant of a new lease to the lessee under a right of, or option for, renewal, or under another right of the lessee to take a further lease under the provisions of the lease;
- 6.1.6 a person under a Disposal arising from a legal requirement on the Crown to consent to an assignment, subletting or other parting with possession of the RFR Property (or any part of it) at the request of the lessee of the RFR Property or otherwise;
- 6.1.7 a person who is being granted a lease of the RFR Property in accordance with a legal right created on or before the Settlement Date;
- 6.1.8 the lessee under a lease of an RFR Property granted, on or before the Settlement Date (or granted after that date but in renewal of a lease granted on or before that date), under:
 - (a) section 66 of the Land Act 1948;
 - (b) section 67 of the Land Act 1948;
 - (c) section 93(4) of the Land Act 1948; or

gpa
WD
CHU
H-L
KEM

WG L RW G. EK at ...

N. M. H
N. M. H
↑

RFR DEED

(d) the Crown Pastoral Lands Act 1998;

6.1.9 a person to whom the Crown:

(a) must offer to sell the RFR Property under sections 40(2) or 41 of the Public Works Act 1981 (or those sections as applied by any other legislation); or

(b) may sell the RFR Property under section 40(4) of the Public Works Act 1981 (or that sub-section as applied by section 41 of the Public Works Act 1981 or by any other legislation);

6.1.10 a person under:

(a) sections 23, 24 or 26 of the New Zealand Railways Corporation Restructuring Act 1990; or

(b) section 207(4) of the Education Act 1989;

6.1.11 a person under:

(a) section 105(1) of the Public Works Act 1981;

(b) section 117(3) of the Public Works Act 1981 (other than a person to whom the land is being Disposed of under the words "may be dealt with as Crown land under the Land Act 1948" in paragraph (b) of that section); or

(c) section 119(2) of the Public Works Act 1981;

6.1.12 a person under section 355(3) of the Resource Management Act 1991;

6.1.13 a person under:

(a) sections 16A or 24E of the Conservation Act 1987;

(b) section 15 of the Reserves Act 1977;

(c) sections 26 or 26A of the Reserves Act 1977, or any other legislation where a reserve is being vested, if:

(i) the reserve is vested in another person to hold and administer as a reserve under the Reserves Act 1977; and

(ii) the reserve would revert to the Crown if its status as a reserve was subsequently revoked;

(d) section 93(4) of the Land Act 1948; or

(e) legislation that:

*m. w. h.
N-m
[Signature]*

*gpa
LD
[Signature]
K.E.W.O*

WG

RN

[Signature]
[Signature]
[Signature]

RFR DEED

- (i) excludes the RFR Property from a national park within the meaning of the National Parks Act 1980; and
- (ii) authorises the RFR Property to be Disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980 or the Reserves Act 1977; or

6.1.14 a person who, immediately before the Disposal, holds a legal right created on or before the Settlement Date to:

- (a) purchase the RFR Property; or
- (b) be offered the first opportunity to purchase the RFR Property.

Disposals to Crown Bodies exempt

- 6.2 Clause 1.1 does not apply to the Disposal of an RFR Property to a Crown Body, if that Crown Body takes that RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 1.
- 6.3 A Crown Body to whom an RFR Property is being Disposed of under clauses 3.1, 5 or 6.1 is not required to enter into a deed under clause 6.2.

Disposals for public works exempt

- 6.4 Clause 1.1 does not apply to the Disposal of an RFR Property to a local authority under section 50 of the Public Works Act 1981, if that local authority takes that RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 1.
- 6.5 Clause 1.1 does not apply to the Disposal of an RFR Property which:

- 6.5.1 immediately before the Disposal is held by the Crown for a public work (as defined in the Public Works Act 1981); and
- 6.5.2 after the Disposal will be held or used for the purpose or activity which, immediately before the Disposal, constituted the public work,

if the person to whom the RFR Property is Disposed of takes the RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 2.

- 6.6 A local authority, or a person, to whom an RFR Property is being Disposed of under clause 3.1, 5 or 6.1 is not required to enter into a Deed under clauses 6.4 or 6.5.

gpa
HP
gph
H.L
DPA
KEND

W9 L RN

J. A. K. M. O. K.

Handwritten signatures and initials on the right side of the page.

Handwritten notes and signatures on the right side of the page.

RFR DEED

Governance Entity to consent

6.7 The Governance Entity must sign a deed in the form set out in schedule 1 or schedule 2 if that deed is presented to it in accordance with clauses 6.2, 6.4 or 6.5 for signature.

Disposal Under Public Works Act 1981

6.8 Clause 1.1 of this Deed does not apply to the Disposal of an RFR Property under an order of the Maori Land Court under section 41(e) of the Public Works Act 1981 and section 134 of Te Ture Whenua Maori Act 1993.

Disposal of or by Crown Bodies

6.9 Nothing in this Deed:

6.9.1 affects or limits the right of the Crown or a Crown Body to sell or dispose of a Crown Body;

6.9.2 requires any offer to the Governance Entity in respect of such sale or disposal before that Crown Body is sold or disposed of; or

6.9.3 affects or limits the right of a Crown Body (as transferee of any RFR Property) to Dispose of that RFR Property to any other Crown Body or Crown Bodies or back to the Crown, subject in the case of a Crown Body to it entering into a deed in the form set out in schedule 1 with appropriate amendments (except where clauses 3.1, 5 or 6.1 apply).

7. NOTICE OF CERTAIN DISPOSALS

7.1 The Crown will advise the Governance Entity:

7.1.1 in an agreed manner of a Disposal of an RFR Property under clauses 5 or 6; and

7.1.2 as soon as reasonably practicable after Disposal of that RFR Property (or in such other time frame as may be agreed between the Crown and the Governance Entity).

8. TIME LIMITS

8.1 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under this Deed.

8.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

Handwritten signatures and initials:
Top right: m.w.h. N.N. [Signature]
Bottom left: gpa, LD, [Signature], H.L., [Signature], H.9.M.
Bottom center: W9 2, RN, [Signature]
Bottom right: [Signature], [Signature], [Signature]

RFR DEED

9. TERM OF RIGHT OF FIRST REFUSAL

Term of RFR

9.1 The obligations of the Crown set out in this Deed begin on the Settlement Date and end 50 years after that Date.

RFR ends on Disposal which complies with this Deed

9.2 The obligations of the Crown under this Deed end in respect of each RFR Property on a transfer of the estate in fee simple of the RFR Property in accordance with this Deed.

10. DISPOSAL OF MORE THAN ONE PROPERTY

10.1 An offer made by the Crown under clause 1.1 may be in respect of more than one RFR Property, but this Deed applies to that offer as if all the RFR Properties included in the offer were a single RFR Property.

11. NOTICES

11.1 The provisions of this clause apply to Notices under this Deed:

Notices to be signed

11.1.1 the Party giving a Notice must sign it;

Notice to be in writing

11.1.2 any Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

11.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

The Crown:

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

Facsimile No: 04 473 3482;

Governance Entity:

Te Kaahui o Rauru
Suite 17 Wicksteed Terrace
PO Box 4222
Wanganui

Facsimile No: 06 348 4087

gpa
KD
GKJ
K.L.
K.E.M.

WGA

AN

P. SK

M. H.
M. H.
M. H.
M. H.

Delivery

11.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with prepaid postage; or
- (c) by facsimile;

Timing of delivery

11.1.5 a Notice:

- (a) delivered by hand will be treated as having been received at the time of delivery;
- (b) delivered by prepaid post will be treated as having been received on the third day after posting; or
- (c) sent by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

11.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 11.1.5) be treated as having been received the next Business Day.

12. AMENDMENT

12.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity and the Crown.

13. NO ASSIGNMENT

13.1 The Governance Entity may not assign its rights or obligations under this Deed.

14. DEFINITIONS AND INTERPRETATION

Definitions

14.1 In this Deed, unless the context requires otherwise:

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;

gpc
AD
OKLO
K-L
[Signature]

WGD AN

[Signature]

[Handwritten notes and signatures on the right margin]

RFR DEED

Deed means this Deed giving a right of first refusal over RFR Properties;

Deed of Settlement means the Deed of Settlement referred to in clause A of the Background to this Deed;

Dispose means:

- (a) to transfer an estate in fee simple; or
- (b) to grant a lease the term of which, including rights of renewal or of extension contained in the lease, is or could be for 50 years or longer;

Expiry Date means, in respect of an RFR Notice, the date one calendar month after the RFR Notice is received by the Governance Entity;

Governance Entity means the trust called Te Kaahui o Rauru created by deed dated 9 December 2004;

Nominated Transferee has the meaning set out in clause 2.2.2;

Notice means a notice or other communication given under this Deed;

Party means the Governance Entity or the Crown;

RFR Area means the area of land within the boundary on SO 314771 and shown for the purposes of identification only in the map included in schedule 3;

RFR Notice means a written notice to the Governance Entity which offers to Dispose of the RFR Property to the Governance Entity at the price and on the terms and conditions set out in that notice;

RFR Property means:

- (a) every parcel of land which is in the RFR Area and on the Settlement Date is:
 - (i) vested in the Crown or held by the Crown under any Act; or
 - (ii) vested in another person under section 26 or section 26A of the Reserves Act 1977;

but does not include:

- (iii) the following properties that Ngaa Rauru Kaitahi elected not to have transferred to the Governance Entity as part of the Financial and Commercial Redress under the Deed of Settlement, namely:

- 4 Severn Street, Waitotara, being 994 square metres more or less, Lot 1 DP 15612 being all computer freehold register WN56A/18;

Handwritten notes and signatures:
gpa
WD
OKL
K-L
APL
H.C. Mc
WGL
RN
I AM
my
How
C.M. Mc
rs

RFR DEED

- Rangitatau West Road, Maxwell, being 4047 square metres more or less, Lot 1 DP 8124 being all computer freehold register WN372/172;
 - 3 Smith Street, Waverley, being 934 square metres more or less, Lot 3 DP 44977 being all computer freehold register WN56A/672;
 - 39 Gloag Street, Waverley, being 862 square metres more or less, Part Section 10 Town of Waverley being all Gazette Notice 864226; and
 - part former Maxwell School, State Highway No. 3, Maxwell being 9391 square metres more or less, Lot 2 LT306075, being Part CT 373/194, Part CT 339/21 and all Proc. 618206;
- (iv) any land or roads vested in the Crown by section 44 of the Transit New Zealand Act 1989; or
- (v) any "railways assets" of the Crown within the meaning of paragraph (c) of the definition of "railways assets" in section 2 of the New Zealand Railways Corporation Restructuring Act 1990; and
- (b) every parcel of land which is transferred to the Crown as the consideration, or part of the consideration, for a Disposal under clause 6.1.13(a), (b) or (e);

RFR Property Contract has the meaning set out in clause 2.1; and

Settlement Date has the same meaning as under the Deed of Settlement and means the date which is 20 Business Days after the Deed of Settlement becomes unconditional being 26 July 2005.

14.2 Unless the context requires otherwise, terms or expressions defined in the Deed of Settlement have the same meanings in this Deed.

Interpretation

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

- (a) headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- (b) defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
- (c) where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- (d) the singular includes the plural and vice versa;
- (e) words importing one gender include the other genders;

gpc
W.L.P.
W.L.P.
K-L
[Signature]
H.E.M.C *WGL* *RW* *[Signature]* *[Signature]* *[Signature]* *[Signature]* *[Signature]* *[Signature]*

am. b. H.
W. m.
[Signature]
[Signature]

RFR DEED

- (f) a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- (g) a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- (h) a reference to a schedule is a schedule to this Deed;
- (i) a reference to a monetary amount is to New Zealand currency;
- (j) a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- (k) a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- (l) a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- (m) where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day after that day; and
- (n) a reference to time is to New Zealand time.

gpa
LD
Cody
K.L
CWA
K.A.P.C

WGL

RW P. SK [unclear]

manw...
N...
[unclear]
manw...
H...
CWA 10 15

RFR DEED

SIGNED as a Deed on July 17, 2005

Mark Guston

SIGNED for and on behalf of HER MAJESTY THE QUEEN in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations in the presence of:

WITNESS

Virginia Andersen
Name: VIRGINIA ANDERSEN
Occupation: PRIVATE SECRETARY
Address: WELLINGTON

SIGNED for and on behalf of the GOVERNANCE ENTITY by the following as Trustees (Marae Delegates) and Tumu Whakararae of the Governance Entity:

Signed by QUEENIE RAUMANO GRIPP

Queenie Raumano Gripp

(Signature)

In the presence of:

Witness Jeanette Tamarapa
Occupation Administrator
Address 99 Peat Avenue, Wanganui

Jeanette Tamarapa

(Signature)

Mark Guston
AK Grupp

Signed by KELVIN LUKE

Kelvin Luke

(Signature)

In the presence of:

Witness Jeanette Tamarapa
Occupation Administrator
Address 99 Peat Avenue, Wanganui

Jeanette Tamarapa

(Signature)

gpc
WD
GRIP
K.L
AK
K.E.W.

WG

RN *AK* *AK* *AK*

AK
AK
AK
AK
AK

RFR DEED

Signed by TE POKIATUA ASHFORD

Te Pokiatua Ashford

(Signature)

In the presence of:

Witness **Jeanette Tamarapa**

Jeanette Tamarapa

(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

Signed by GLORIA ASHFORD

Gloria Ashford

(Signature)

In the presence of:

Witness **Jeanette Tamarapa**

Jeanette Tamarapa

(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

Signed by ROBERT NGATAIERUA

R Ngataierua

(Signature)

In the presence of:

Witness **Jeanette Tamarapa**

Jeanette Tamarapa

(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

Signed by WILLIAM GAWLER

W Gawler

(Signature)

In the presence of:

Witness **Jeanette Tamarapa**

Jeanette Tamarapa

(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

*gpa
LD
QSH
K2
K.E.M.A*

WG


RN

AK

*H.M.M.H
M.M.H
H.W
M.M.H*

RFR DEED

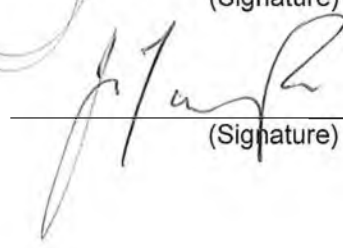
Signed by PERRY MASON SOLOMAN



(Signature)

In the presence of:

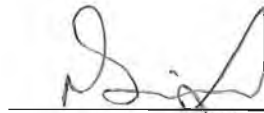
Witness Jeanette Tamarapa



(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

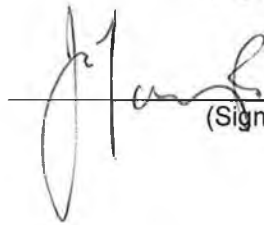
Signed by NAN WIKI PIRIKAHU-SMITH



(Signature)

In the presence of:

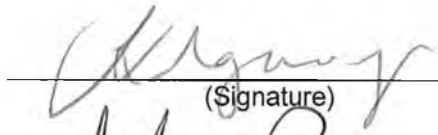
Witness Jeanette Tamarapa



(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

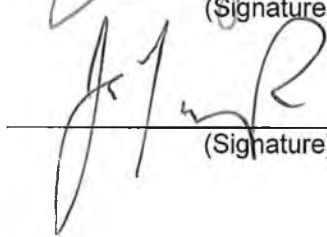
Signed by JAMIE LICHELE NGARONGA



(Signature)

In the presence of:

Witness Jeanette Tamarapa



(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

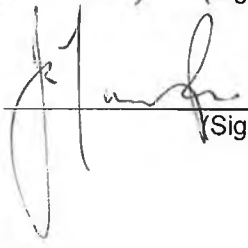
Signed by HAYDEN JAMES RUAWAI POTAKA



(Signature)

In the presence of:

Witness Jeanette Tamarapa



(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

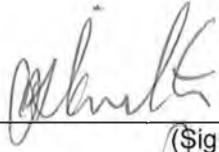






RFR DEED


Signed by LEANNE HAMILTON



(Signature)

In the presence of:


Witness Jeanette Tamarapa



(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

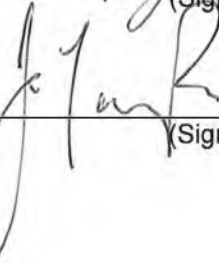
Signed by KAREN EMAEMAPOTI McGREGOR



(Signature)

In the presence of:


Witness Jeanette Tamarapa



(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

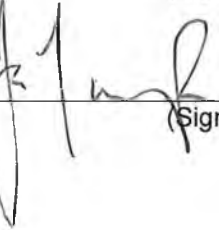
Signed by WATENE REWITI TE WHENA DAVIS



(Signature)

In the presence of:

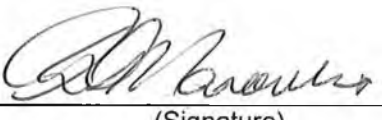
Witness Jeanette Tamarapa



(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

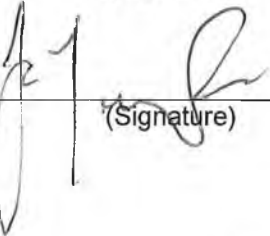
Signed by ANN BERNISE DAVIS-MAROULIS



(Signature)

In the presence of:

Witness Jeanette Tamarapa



(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

Handwritten notes:
fpa
WD
PKG
h-l
KED

Handwritten notes and signatures at the bottom:
WG
RW
17
AK
MAY
up
N
H
H
ANN MAROULIS

RFR DEED

Signed by MIHIPEPENE KATRINA SUSAN DAVIS

Miho Davis

(Signature)

In the presence of:

Witness **Jeanette Tamarapa**

Jeanette Tamarapa

(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

Signed by ANGELIQUE TE KEHU KATENE

Angelique Te Kehu Katene

(Signature)

In the presence of:

Witness **Jeanette Tamarapa**

Jeanette Tamarapa

(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

Signed by NGAPARI NUI

N. Nui

(Signature)

In the presence of:

Witness **Jeanette Tamarapa**

Jeanette Tamarapa

(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

Signed by MATHEW WILLIAM HODGE

Mathew William Hodge

(Signature)

In the presence of:

Witness **Jeanette Tamarapa**

Jeanette Tamarapa

(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

*GPC
LD
K.L
K.ENE WQ*

Handwritten initials

18

Handwritten notes and signatures on the right side of the page, including 'm. will' and other illegible signatures.

RFR DEED

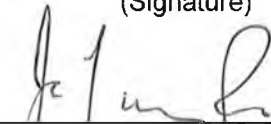
Signed by TE RINGA PAORA PAUL TE AWHE



(Signature)

In the presence of:

Witness Jeanette Tamarapa

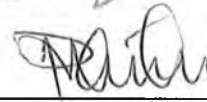


(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

*gpa
LD
RN*

~~Signed by DENNIS LESTER WINTERBURN~~
PANIA KATARAINA WIKITORIA WINTERBURN.



(Signature)

In the presence of:

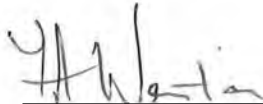
Witness Jeanette Tamarapa



(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

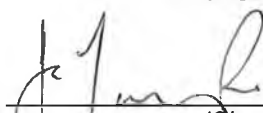
Signed by TE AROHA ANNE RURU WAITAI



(Signature)

In the presence of:

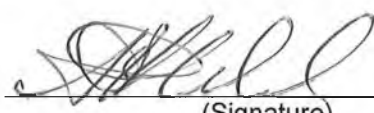
Witness Jeanette Tamarapa



(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

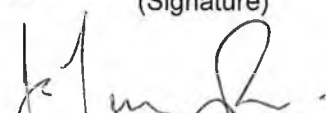
Signed by RAYNA HUATAHI WAITAI



(Signature)

In the presence of:

Witness Jeanette Tamarapa



(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui


*gpa
LD
RN
K.L*

u.e. me w9 d RN

19 G AK RN

RFR DEED

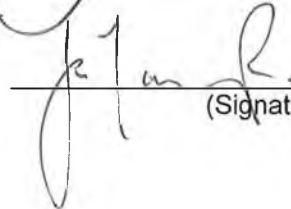
Signed by MICHAEL JOHN NEHO
(Tumu Whakarae)



(Signature)

In the presence of:

Witness **Jeanette Tamarapa**



(Signature)

Occupation Administrator
Address 99 Peat Avenue, Wanganui

gpa
LTD
QSLI
K.L

K. E. E. D. O.

W9 L RAN I 20




4. DEFINITIONS AND INTERPRETATION

Defined Terms

4.1 In this Deed, unless the context requires otherwise:

Property has the meaning set out in clause A of the Background to this Deed;

Principal Deed has the meaning set out in clause B of the Background to this Deed;

Transfer means the transfer described in clause 1; and

Transfer Date means the date on which the Current Owner Disposes of the Property to the New Owner.

4.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the meanings given to them by the Principal Deed.

Interpretation

4.3 The rules of interpretation set out in clause 14.3 of the Principal Deed also apply to the interpretation of this Deed.

SIGNED as a deed on []

[Insert signing provisions for the Governance Entity, the New Owner and the Current Owner]

GPC
AD
QAL
K-L
[Signature]
K.E. NO

WQ

AN

[Signature]

[Signature]

ms. 4
N. m. 4
[Signature]

RFR DEED

SCHEDULE

The Property

[Describe the Property]

gpc
AD
PKL
K-L
K.E.W.C

mg d

RN

23

PKL

mg

HW
AD

m.c.H.
N. Smith

T

RFR DEED

SCHEDULE 2

(Clause 6.5 of this Deed)

DEED OF COVENANT

PARTIES

TE KAAHUI O RAURU (the Governance Entity)

[Insert the name of the person to whom the property is being disposed of under clause 6.5] (the New Owner)

HER MAJESTY THE QUEEN in right of New Zealand [or the Crown Body] (the Current Owner)

BACKGROUND

- A. The Current Owner proposes to Dispose of the Property described in the schedule to this Deed (the **Property**) to the New Owner.
- B. The Property is subject to a deed giving a right of first refusal dated [] between the Crown and the Governance Entity (the **Principal Deed**).
- C. Under the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed from the New Owner in favour of the Governance Entity ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

IT IS AGREED as follows:

1. TRANSFER BY CURRENT OWNER

1.1 The Current Owner transfers to the New Owner (with effect from the Transfer Date) all its rights and obligations under the Principal Deed in so far as they relate to the Property.

2. ACCEPTANCE BY NEW OWNER

2.1 The New Owner, for the benefit of the Current Owner and the Governance Entity, accepts the Transfer.

Handwritten signatures and initials are present at the bottom of the page. On the right side, there is a signature that appears to be "N. W. H." with a date "12/11/18". On the left side, there are initials "AD", "G.L.", "K.L.", and a signature "K.E.P.R." with "W.G." below it. In the center, there are initials "R.N." and a signature "J. 24". On the right side, there are initials "W.G.", "M.W.", "A.W.", and "C.M." with "12/11/18" below them.

3. **CONSENT AND RELEASE BY GOVERNANCE ENTITY**

3.1 The Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Transfer Date) from all of its obligations under the Principal Deed insofar as they relate to the Property.

4. **OBLIGATION TO MAKE OFFER**

Request by the Governance Entity

4.1 The Governance Entity may give written notice to the New Owner requesting the New Owner to give an RFR Notice under clause 1.1 of the Principal Deed.

RFR Notice to be given if Property no longer required

4.2 The New Owner must give an RFR Notice under clause 1.1 of the Principal Deed if, on the date of receipt by the New Owner of a notice under clause 4.1, the Property is no longer being held or used for the purpose or activity which, immediately before the Disposal to the New Owner, constituted the public work referred to in clause 6.5 of the Principal Deed. Clause 1.2 of the Principal Deed does not apply to that written notice.

Frequency of requests

4.3 A notice under clause 4.1 may not be given within 3 years:

4.3.1 of the Transfer Date; or

4.3.2 of the date of receipt by the New Owner of the last notice under clause 4.1.

5. **DEFINITIONS AND INTERPRETATION**

Defined Terms

5.1 In this Deed, unless the context requires otherwise:

Principal Deed has the meaning set out in clause B of the Background to this Deed; *m.v.h.*

Property has the meaning set out in clause A of the Background to this Deed; *N. v. h.*

Transfer means the transfer described in clause 1; and

Transfer Date means the date on which the Current Owner Disposes of the Property to the New Owner. *[Signature]*

5.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the meanings given to them by the Principal Deed. *[Signature]*

*gpc
AD
QKH
122
[Signature]
K.E. v. h.*

WG [Signature] KN

[Signature] [Signature]

[Signature] [Signature] [Signature] MO ps

Interpretation

5.3 The rules of interpretation set out in clause 14.3 of the Principal Deed also apply to the interpretation of this Deed.

[Insert signing provisions for the Governance Entity, the New Owner and the Current Owner]

gpa
AD
GPA
K-L
MEM MG d RN
26
N. H
YAW
AM MD

RFR DEED

SCHEDULE

THE PROPERTY

[Describe the Property]

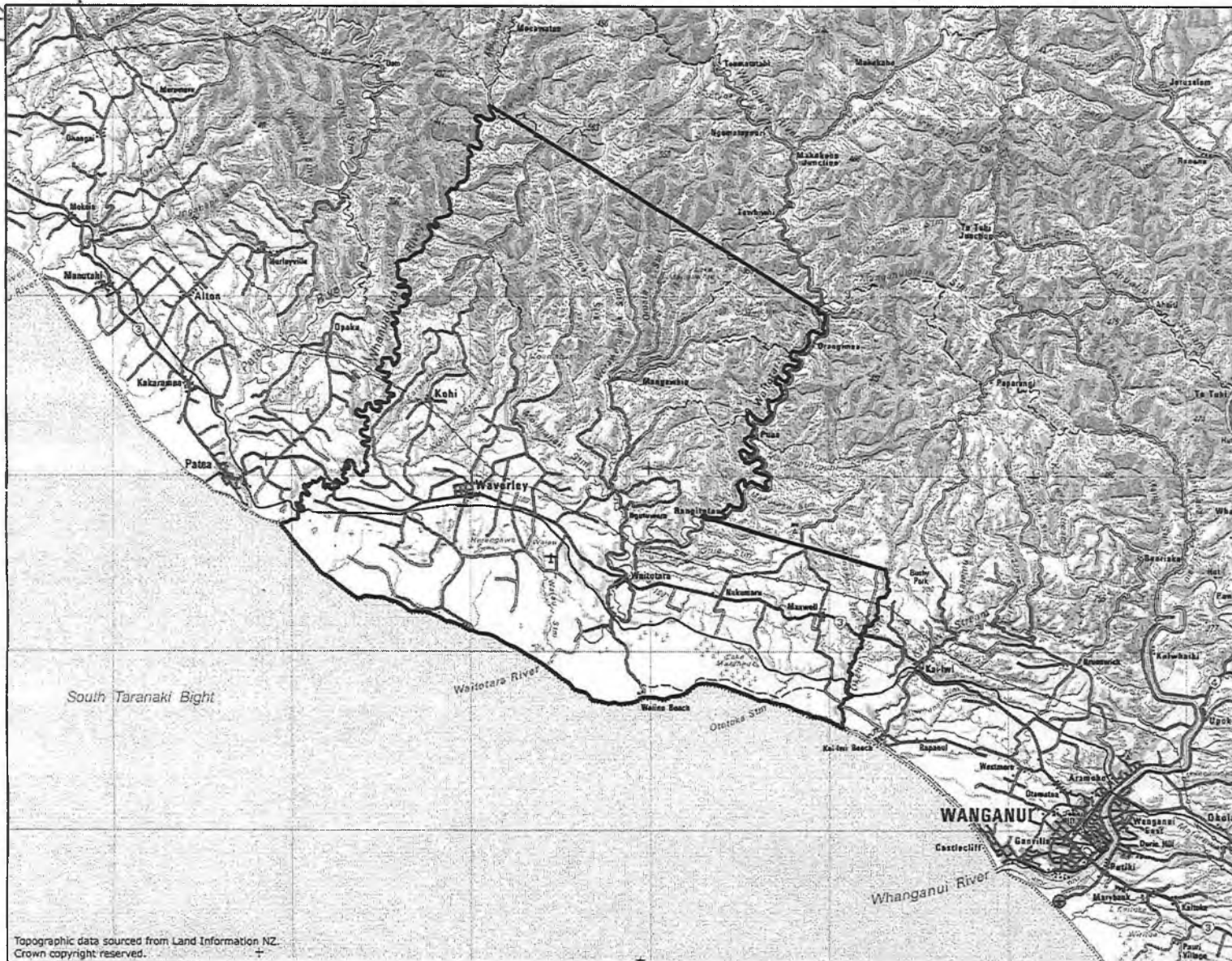
gpc
LD
K.L
w. eric
mg
RN
J. K. [unclear]
w. [unclear]
N. [unclear]
H. [unclear]
[unclear] [unclear] [unclear]

for
 MP
 014
 PL
 29

Remite MP & SN

29

OK
 MP
 29



Topographic data sourced from Land Information NZ. Crown copyright reserved.

This plan is only for the purpose of the Right of First Refusal over Crown Land and to identify the area that memorials will be removed from as referred to in the Deed of Settlement between the Crown and Ngaa Rauru Kiihahi. It is not intended for any other purpose.

Certified that the boundary shown hereon is the same as that boundary agreed to for the purposes of the Right of First Refusal over Crown Land in the Deed of Settlement between the Crown and Ngaa Rauru Kiihahi.

For and on behalf of Ngaa Rauru Kiihahi

For and on behalf of the Crown

Notes:
 Right of First Refusal Area (RFR Area) boundary is bold black line.
 If the majority of any parcel lying across the RFR Area boundary falls within that Area then all of that parcel shall be deemed to be included.
 Coordinates are in terms of New Zealand Map Grid.
 All seaward boundaries follow the line of mean high water springs but cross the mouths of all rivers, inlets and estuaries except where shown otherwise.
 Where a boundary is shown along a road or river it follows the middle line of the legal road or physical river unless shown otherwise.
 For boundary detail refer to Sheet 2.

Total Area

Comprised in

being a person entitled to practise as a registered surveyor certify that:
 (a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1985 and the Survey Regulations 1999.
 (b) This dataset is accurate and has been created in accordance with the Act and those Regulations.

Field Book p. Traverse Book p.
 Reference Plans
 Examined Correct

Approved for Parliamentary Purposes Only

..... Chief Surveyor

Deposited this... day of

..... for Registrar-General of Land

File WR01516 Received Instructions: **SO 314771**

Land District : Taranaki & Wellington
 Survey Block & District :
 NZMS 262 Sheet 6

Ngaa Rauru Kiihahi
Right of First Refusal Area

TERRITORIAL AUTHORITY: Wanganui District,
 South Taranaki District
 Surveyed by Sinclair Knight Merz Ltd
 Scale 1:150,000 Date July 2003

Sheet 1 of 2

RFR DEED

Handwritten signature