
Parties
TURANGITUKUA NOMINEES LIMITED
(TNL)

HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND
(*the Owner*)

DEED OF GRANT OF RIGHT OF FIRST
REFUSAL FOR CROWN RESIDENTIAL
PROPERTIES

Date: 19th November, 1998.

PARTIES

- (1) TURANGITUKUA NOMINEES LIMITED (*TNL*)
- (2) HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND (*the Owner*)

BACKGROUND

- A Ngāti Tūrangitukua and the Owner are parties to a Deed of Settlement dated 26 September 1998.
- B Pursuant to the Deed of Settlement, the Crown agreed with Ngāti Tūrangitukua that it would enter into a deed granting to TNL a right of first refusal over the Properties.
- C This Deed is entered into in satisfaction of the obligation of the Crown referred to in *Background B*.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

Business Day means a day (other than Saturday or Sunday) on which registered banks are open for normal banking business in Wellington and Auckland but shall exclude any day in the period commencing 25 December of any year and ending on 5 January in the following year, and shall be deemed to commence at 9.00am and to terminate at 5.00pm;

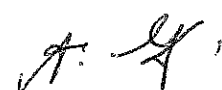
dispose means to transfer the estate in fee simple; and

Property means each of the properties described in the Schedule.

1.2 Interpretation

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

- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;



- 1.2.2 words or phrases (other than proper names) appearing in this Deed with capitalised initial letters are defined terms and bear the meanings given to them in this Deed;
- 1.2.3 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;
- 1.2.4 the singular includes the plural and vice versa, and wording importing one gender includes the other genders;
- 1.2.5 a reference to a party to this Deed or any other document or agreement means the Owner or TNL and includes that party's successors, heirs, executors and assigns;
- 1.2.6 a reference to a *person* includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 1.2.7 references to *written* or *in writing* include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
- 1.2.8 a reference to a date on which something shall be done includes any other date which may be agreed in writing between TNL and the Owner.

2 OPERATIVE CLAUSE

The Owner must not dispose of any Property except in accordance with this Deed.

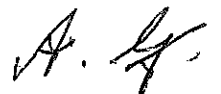
3 NOTICE TO BE GIVEN BEFORE DISPOSAL OF PROPERTY

The Owner must, before disposing of any Property, give written notice to TNL which offers to dispose of the Property to TNL or its nominee at the price and on the terms and conditions set out in the notice.

4 ACCEPTANCE BY TNL

Where, within 3 months after the date on which TNL receives a notice pursuant to *clause 3*, TNL or its nominee:

- 4.1 accepts the offer set out in the notice by giving written notice of acceptance to the Owner; or
- 4.2 otherwise agrees with the Owner in writing to purchase the Property,



a contract for the sale and purchase of the Property shall be thereby constituted between the Owner and TNL or its nominee and that contract may be enforced accordingly.

5 NON-ACCEPTANCE BY TNL

If a contract for the sale and purchase of the Property has not been constituted pursuant to *clause 4*, the Owner:

- 5.1 may, at any time during the period of 2 years after the expiry of 1 month after the date of receipt by TNL of a notice pursuant to *clause 3*, dispose of the Property if the price and other terms and conditions of the disposal are not more favourable to the purchaser than the price and other terms and conditions set out in that notice; but
- 5.2 must not dispose of the Property after the expiry of that 2 year period without first complying in full with the requirements of this Deed including this *clause 5*.

6 RE-OFFER REQUIRED

Where the Owner:

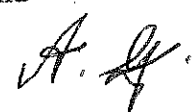
- 6.1 has offered to sell any Property to TNL or its nominee in a notice pursuant to *clause 3*; and
- 6.2 proposes to offer that Property for sale again but at a price or on other terms and conditions more favourable to the purchaser than the terms of the first offer,

the Owner may do so only if it first offers the Property for sale on the more favourable terms to TNL or its nominee in a notice pursuant to *clause 3*; and *clauses 4* and *5* and this clause apply to the offer.

7 THIS DEED NOT TO AFFECT OR DEROGATE FROM CERTAIN RIGHTS AND RESTRICTIONS

Nothing in this Deed affects or derogates from, and the rights and obligations created by this Deed are subject to:

- 7.1 the terms of any gift, endowment, or trust existing on the date of this Deed and relating to any Property or any improvements on any Property; and



- 7.2 the rights of any holders of mortgages over, or of security interests in, any Property or any improvements on any Property; and
- 7.3 any other enactment or rule of law that must be complied with before any Property is disposed of to TNL or its nominee;
- 7.4 any feature of the title to any Property that prevents or limits the Owner's right to transfer the Property to TNL or its nominee; and
- 7.5 any legal requirement that limits the Owner's ability to sell or otherwise dispose of any Property to TNL or its nominee and which the Owner cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps does not include initiating a change in the law).

8 TIME LIMITS

Time is of the essence for all time limits imposed on the Owner and TNL under this Deed. However, such time limits may be extended if the Owner and TNL agree in writing to do so.

9 NOTICES

9.1 Written Notice

Except as expressly provided in this Deed, any notice or other communication given under this Deed to a party shall be in writing addressed to that party at the address or facsimile number from time to time notified by that party in writing to the other party. Until any other address or facsimile number of a party is notified, they will be as follows:

The Owner:

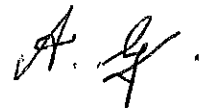
The Director
Office of Treaty Settlements
Charles Fergusson Building
Bowen Street
P.O. Box 919
Wellington
Fax 04 494 9801
Phone 04 494 9800

TNL:

Turangitukua Nominees Limited
c/o Tuwharetoa FM
P.O. Box 198
Turangi
Attention: Te Uiraroa Murray
Fax: 07 386 0994
Phone: 07 386 0935

9.2 Delivery

Delivery may be effected by hand, by registered mail or by facsimile.



9.3 Delivered Notice

A notice or other communication delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is not made on a Business Day or is made after 5.00 pm on a Business Day, then the notice or other communication will be deemed to have been delivered on the next Business Day.

9.4 Posted Notice

A notice or other communication delivered by registered mail will be deemed to have been received on the second Business Day after posting.

9.5 Facsimile Notice

A notice or other communication sent by facsimile will be deemed to have been received on the day of transmission. However, if the date of transmission is not a Business Day or the transmission is sent after 5.00 pm on a Business Day then the notice or other communication will be deemed to have been given on the next Business Day after the date of transmission.

10 TERMINATION

The obligation of the Owner under this Deed shall terminate in respect of each Property on a disposal of that Property:

10.1 to TNL or its nominee; or

10.2 in accordance with *clause 5*.

11 DISPOSAL OFFER TO BE OF ONE PROPERTY

Any offer made under *clause 3* shall be in respect of only one Property and shall not be conditional on the sale of any other Property.

12 NO ASSIGNMENT

Neither party may transfer or assign any rights or obligations in this Deed.

13 AMENDMENT

No amendment to this Deed will be effective unless it is in writing and signed on behalf of both parties.

14 EXCEPTIONS

Clause 2 shall not apply to the disposal of any Property to:



- 14.1 a person who is entitled to receive an offer made pursuant to section 40 or 41 of the Public Works Act 1981 or those sections as applied by any other Act; or
- 14.2 a person who, immediately before the disposal, holds a legal right created on or before the date of this Deed to purchase the Property or be offered the first opportunity to purchase the Property; or
- 14.3 a person who was on the date of this Deed entitled to purchase the Property under the terms of any gift, endowment, or trust relating to the Property, or pursuant to any Act or rule of law.

EXECUTED as a deed on the date first written above

**TURANGITUKUA NOMINEES
LIMITED** by:

A. T. Grace
Director

Ellie Murray
Director

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:

Witnessed by:

[Signature]
Witness

Private Secretary
Occupation

Wellington
Address

SCHEDULE

Owner	Address	Area (m²)	Legal Description	CT
DOC	40 Maria Place	642	Lot 38 DP 29021	34A/346
DOC	6 Poihaere St	1,029	Lot 151 DP 28535	33D/914
Education	8 Hinerangi St	615	Lot 66 DP 27350	34C/530
Education	43 Hinerangi St	741	Lot 88 DP 27350	GN 749562
Education	45 Hinerangi St	579	Lot 89 DP 27350	36D/495
Education	7 Marotoa Grove	587	Lot 79 DP 29639	GN 779771
Education	39 Mawake Place	875	Lot 102 DP 28843	GN 735713
Education	50 Rangiamohia Rd - 2 Te Hei Place	549	Lot 25 DP 29460	GN 780635
Education	6 Rangipoia Place	625	Lot 78 DP 27773	GN 727856
Education	19 Rangipoia Place	744	Lot 127 DP 29022	36D/499
Education	50 Rangipoia Place	562	Lot 63 DP 27773	GN 727856
Education	15 Raukura St	554	Lot 50 DP 28580	34B/37
Education	38 Raukura St	708	Lot 27 DP 28583	43B/659
Education	21 Tamakui Grove	632	Lot 180 DP 28539	GN 762834
Education	11 Tautahanga Rd	653	Lot 177 DP 28539	GN 762834
Education	150 Tautahanga Rd	620	Lot 40 DP 27772	GN 727856
Education	158 Tautahanga Rd	736	Lot 43 DP 27772	42B/351
Education	202 Tautahanga Rd	668	Lot 10 DP 27350	GN 762834

Education	16 Te Rewha St	587	Lot 44 DP 29782	34B/34
Education	41 Te Rewha St	809	Lot 6 DP 23178	34B/36
Education	9 Waipapa Rd	658	Lot 50 DP 29643	GN 779771
Education	6 Whakarau St	744	Lot 87 DP 28584	GN 779771
Corrections	10 Maria Place	564	Lot 19 DP 29020	34B/291
LINZ	4 Parekarangi Grove	653	Lot 11 DP 34051	40C/848
OTS	18 Kutai St	1,214	Section 8 Block VI	30D/636
OTS	3 Mitiotu Grove	556	Lot 111 DP 28177	42D/691
OTS	45 Raukura St	696	Lot 63 DP 28584	38C/939
OTS	4 Te Hei Place	521	Lot 48 DP 29460	38C/940
Police	18 Hinerangi St	637	Lot 71 DP 27350	GN 634414.1
Police	6 Ohuanga Rd	622	Lot 240 DP 28538	GN 734716
Police	8 Ohuanga Rd	645	Lot 239 DP 28538	GN A035894
Police	67 Rangipoia Place	693	Lot 86 DP 27774	Gaz 1984 p 1858
Police	3 Tautahanga Rd	774	Lot 172 DP 28538	GN 756814
Police	5 Tautahanga Rd	696	Lot.173 DP 28538	GN 756814

