

**DEED GRANTING A
RIGHT OF FIRST REFUSAL**

DEED GRANTING A RIGHT OF FIRST REFUSAL

THIS DEED is made

BETWEEN

The Trustees of Te Rūnanga o Ngāti Mutunga (the "**Governance Entity**")

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations (the "**Crown**").

BACKGROUND

- A. Ngāti Mutunga and the Crown are parties to a deed of settlement (the "**Deed of Settlement**"), to settle the Historical Claims of Ngāti Mutunga dated 31 July 2005.
- B. Under clauses 14.6 and 14.7 of the Deed of Settlement, it was agreed that (if that Deed of Settlement became unconditional) the Crown and the Governance Entity would enter into this Deed.
- C. The Ngāti Mutunga Claims Settlement Act 2006 (the "**Settlement Act**") has come into force and the Deed of Settlement has become unconditional.

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.



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2. ACCEPTANCE BY THE GOVERNANCE ENTITY

Acceptance

- 2.1 If the Governance Entity accepts by Notice to the Crown, by the Expiry Date, the offer set out in an RFR Notice, a contract for the Disposal of the RFR Property (an "RFR Property Contract") is constituted between the Crown and the Governance Entity at the price and on the terms and conditions set out in the RFR Notice.

Transfer

- 2.2 If an RFR Property Contract is constituted between the Crown and the Governance Entity under clause 2.1, the Crown will transfer the RFR Property to:
- 2.2.1 the Governance Entity; or
 - 2.2.2 any person nominated by the Governance Entity (a "Nominated Transferee") by Notice to the Crown.
- 2.3 If the Governance Entity wishes to nominate a Nominated Transferee, the Governance Entity must:
- 2.3.1 give Notice to the Crown under clause 2.2.2 at least 10 Business Days before settlement of the relevant RFR Property Contract is due; and
 - 2.3.2 include in that Notice:
 - (a) the name of the Nominated Transferee; and
 - (b) any other relevant details about the Nominated Transferee.
- 2.4 If the Governance Entity specifies a Nominated Transferee under clause 2.2.2, the Governance Entity remains liable for all the Governance Entity's obligations under the relevant RFR Property Contract.

3. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

- 3.1 If:
- 3.1.1 the Crown gives the Governance Entity an RFR Notice; and
 - 3.1.2 the Governance Entity does not accept the offer set out in the RFR Notice by Notice to the Crown by the Expiry Date,
- the Crown:
- 3.1.3 may, at any time during the period of two years from the Expiry Date, Dispose of the RFR Property if the price, and the other terms and conditions of the Disposal, are not more favourable to the purchaser or lessee than the price, and other terms and conditions, set out in the RFR Notice to the Governance Entity; but
 - 3.1.4 must, promptly after entering into an agreement to Dispose of the RFR Property

to a purchaser or lessee:

- (a) give Notice to the Governance Entity of that fact; and
- (b) disclose the terms of that agreement; and

3.1.5 must not Dispose of the RFR Property after the end of the two year period after the Expiry Date without first giving an RFR Notice to the Governance Entity under clause 1.1.

4. RE-OFFER REQUIRED

4.1 If:

4.1.1 the Crown gives the Governance Entity an RFR Notice;

4.1.2 the Governance Entity does not accept the offer set out in the RFR Notice by Notice to the Crown by the Expiry Date; and

4.1.3 the Crown during the period of two years from the Expiry Date proposes to Dispose of the RFR Property but at a price, or on other terms and conditions, more favourable to the purchaser or lessee than the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers the RFR Property for Disposal on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 1.1.

5. TERMS OF THIS DEED NOT TO AFFECT CERTAIN RIGHTS AND RESTRICTIONS

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

5.1.1 the terms of any gift, endowment, or trust relating to any RFR Property existing before the Settlement Date;

5.1.2 the rights of any holders of mortgages over, or of security interests in, any RFR Property;

5.1.3 any requirement at common law or under legislation that:

(a) must be complied with before any RFR Property is Disposed of to the Governance Entity; or

(b) the Crown must Dispose of an RFR Property to a third party;

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

(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:
 - (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

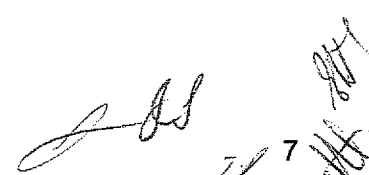
- 6.2 Clause 1.1 does not apply to the Disposal of an RFR Property to a Crown Body, if that Crown Body takes that RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 1.
- 6.3 A Crown Body to 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 clauses 3.1, 5 or 6.1 is not required to enter into a Deed under clauses 6.4 or 6.5.

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 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.

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 a 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 Rūnanga o Ngāti Mutunga
6 Ngakoti Street
PDC Box 32
URENUI

Facsimile No: 06 752 3347

Delivery

- 11.1.4 delivery of a Notice may be made:

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

Timing of delivery

11.1.5 a Notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) 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;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Taranaki;

Control, for the purposes of subclause (d) of the definition of Crown Body, means:

- (a) in relation to a company, control of the composition of the board of directors of the company; and
- (b) in relation to any other body, control of the composition of the group that would be the board of directors if the body was a company;

Crown has the meaning given to it in section 2(1) of the Public Finance Act (which, at the date of this Deed, provides that the Crown:

- (a) means the Sovereign in right of New Zealand; and
- (b) includes all Ministers of the Crown and all Departments; but
- (c) does not include:
 - (i) an Office of Parliament;
 - (ii) a Crown entity; or
 - (iii) a State enterprise);

Crown Body means:

- (a) the Crown (whether acting through a Minister or otherwise);
- (b) a Crown entity (as defined in section 2(1) of the Public Finance Act 1989) and includes the New Zealand Railways Corporation;
- (c) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); or
- (d) any company or body which is wholly-owned or Controlled by:
 - (i) the Crown, a Crown entity or a State enterprise; or
 - (ii) a combination of the Crown, a Crown entity, Crown entities, a State enterprise or State enterprises,

and includes a subsidiary of, or related company to, any such company or body;

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;

Nominated Transferee has the meaning set out in clause 2.2.2;

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Notice means a notice or other communication given under clause 11 and "Notify" has a corresponding meaning;

Party means the Governance Entity or the Crown;

RFR Area means the area of land within the boundary on SO 324322 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:

- (a) means every parcel of land which is in the RFR Area and on the Settlement Date is vested in:
 - (i) the Crown or held by the Crown under any Act; or
 - (ii) another person under section 26 or section 26A of the Reserves Act 1977; and
- (b) includes 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); but
- (c) does not include:
 - (i) any land or roads vested in the Crown by section 44 of the Transit New Zealand Act 1989; or
 - (ii) 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;

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 20 December 2006

Interpretation

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

- 14.2.1 terms or expressions that are not defined in this Deed but are defined in the Deed of Settlement have the meaning in this Deed that they have in the Deed of Settlement;
- 14.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

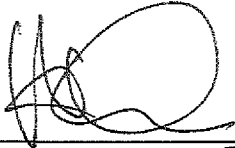
- 14.2.3 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
- 14.2.4 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 14.2.5 the singular includes the plural and vice versa;
- 14.2.6 words importing one gender include the other genders;
- 14.2.7 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 14.2.8 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 14.2.9 a reference to a schedule is a schedule to this Deed;
- 14.2.10 a reference to a monetary amount is to New Zealand currency;
- 14.2.11 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;
- 14.2.12 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 14.2.13 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;
- 14.2.14 where something must be done by or on a date that is not a Business Day, that thing must be done by or on the next Business Day after that day; and
- 14.2.15 a reference to time is to New Zealand time.

SIGNED as a deed on 13TH December 2006

Signed by Jamie Grant Daniel TUUTA
as trustee of Te Rūnanga o Ngāti Mutunga
in the presence of:

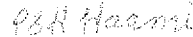


WITNESS




Name: _____
Occupation: **Matanuku Kihirini Mahuika**
Solicitor
Address: **WELLINGTON**

Signed by Patricia Sharon Hurimoana HAAMI
as trustee of Te Rūnanga o Ngāti Mutunga
in the presence of:



WITNESS



Name: _____
Occupation: **Matanuku Kihirini Mahuika**
Solicitor
Address: **WELLINGTON**

Signed by Miriama EVANS
as trustee of Te Rūnanga o Ngāti Mutunga
in the presence of:



WITNESS

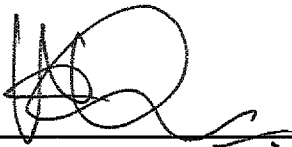


Name: _____
Occupation: **Matanuku Kihirini Mahuika**
Solicitor
Address: **WELLINGTON**



Signed by Ewai Hannah TUUTA
as trustee of Te Rūnanga o Ngāti Mutunga
in the presence of:

Ewai Hannah Tuuta

WITNESS 

Name:
Occupation: **Matanuku Kihirini Mahuika**
Solicitor
Address: **WELLINGTON**

Signed by Lewis David Parekura CALLAGHAN
as trustee of Te Rūnanga o Ngāti Mutunga
in the presence of:

Lewis David Parekura Callaghan

WITNESS 

Name:
Occupation: **Matanuku Kihirini Mahuika**
Solicitor
Address: **WELLINGTON**

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:

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WITNESS 

Name: *THEA PĀNIA ROSAKOWSKI*
Occupation: *PRIVATE SECRETARY*
Address: *WELLINGTON*

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SCHEDULE 1

(Clauses 6.2 and 6.4 of this Deed)

DEED OF COVENANT

THIS DEED is made

BETWEEN

[Insert the name of the Governance Entity] (the "**Governance Entity**")

AND

[Insert the name of the Crown Body or the local authority (as the case may be) to whom the property is being disposed under clause 6.2 or clause 6.4] (the "**New Owner**")

AND

HER MAJESTY THE QUEEN in right of New Zealand [or the Crown Body if this Deed relates to a second or subsequent intra-Crown Disposal] (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.

3. CONSENT AND RELEASE BY THE GOVERNANCE ENTITY

- 3.1 The Governance Entity consents to the Transfer and releases the Current Owner (with

16
11/17
11/17
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effect from the Transfer Date) from all of its obligations under the Principal Deed insofar as they relate to the Property.

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 same meanings in this 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]

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SCHEDULE

The Property

[Describe the Property]

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[Handwritten signature]

SCHEDULE 2

(Clause 6.5 of this Deed)

DEED OF COVENANT

THIS DEED is made

BETWEEN

[Insert the name of the Governance Entity] (the "**Governance Entity**")

AND

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

AND

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.

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.

SCHEDULE

THE PROPERTY

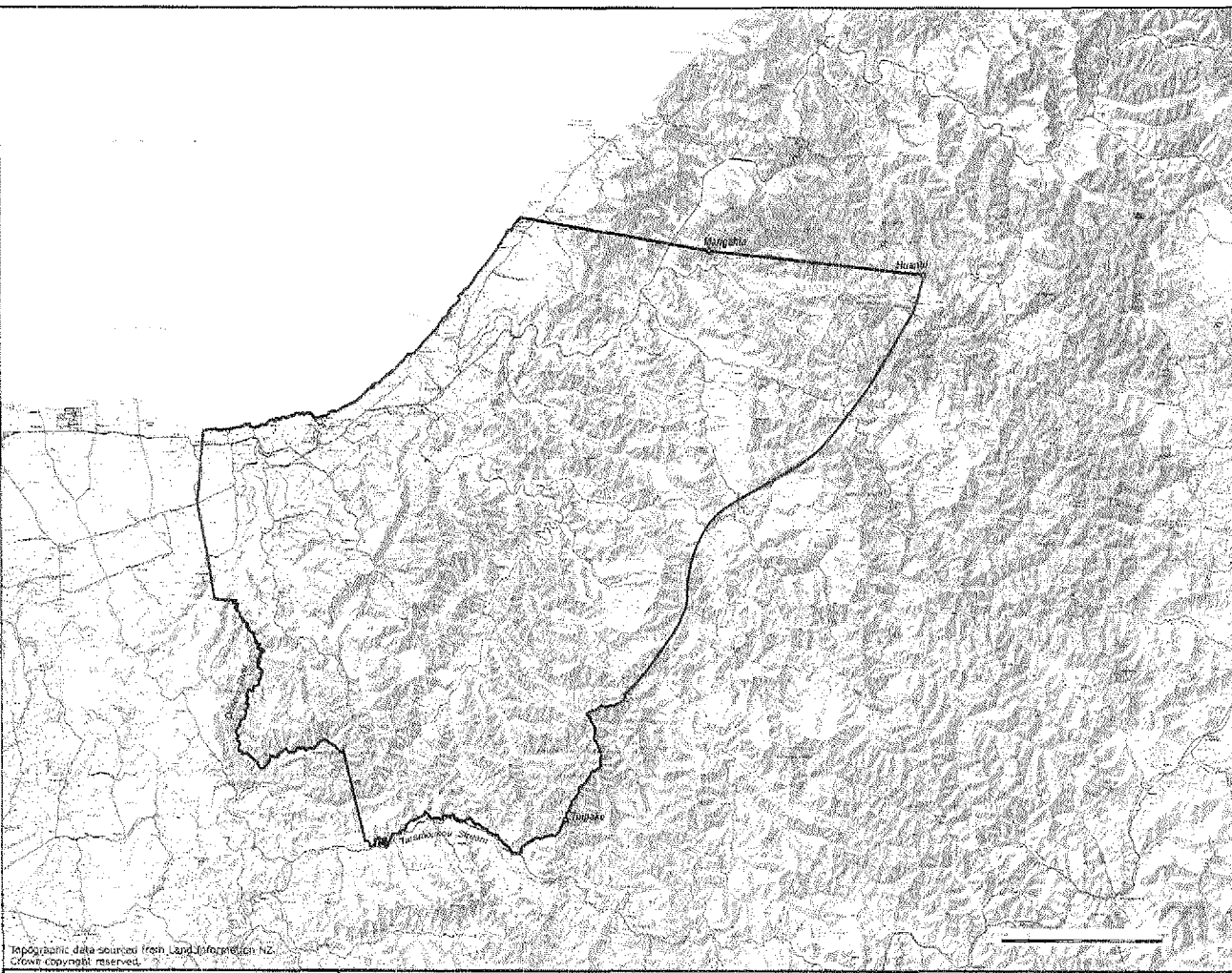
[Describe the Property]

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PART 4: RFR DEED

SCHEDULE 3

(Clause 14.1 of this Deed): RFR AREA



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 Ngāti Mutunga. 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 Ngāti Mutunga.

..... /.....
For and on behalf of Ngāti Mutunga

..... /.....
For and on behalf of the Crown

Notes:
Right of First Refusal Area (RFR Area) boundary is bold black line.
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.
For boundary detail refer to Sheet 2.

Total Area
Comprised in

.....
being a person entitled to practise as a registered surveyor registered

(a) The survey to which this deposit relates and signed and made under authority
see in under the direction of the Survey Act 1986 and the
Survey Regulations 1988

(b) This deposit is approved and has been entered in accordance with the Act and
these 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

Taranaki Land District

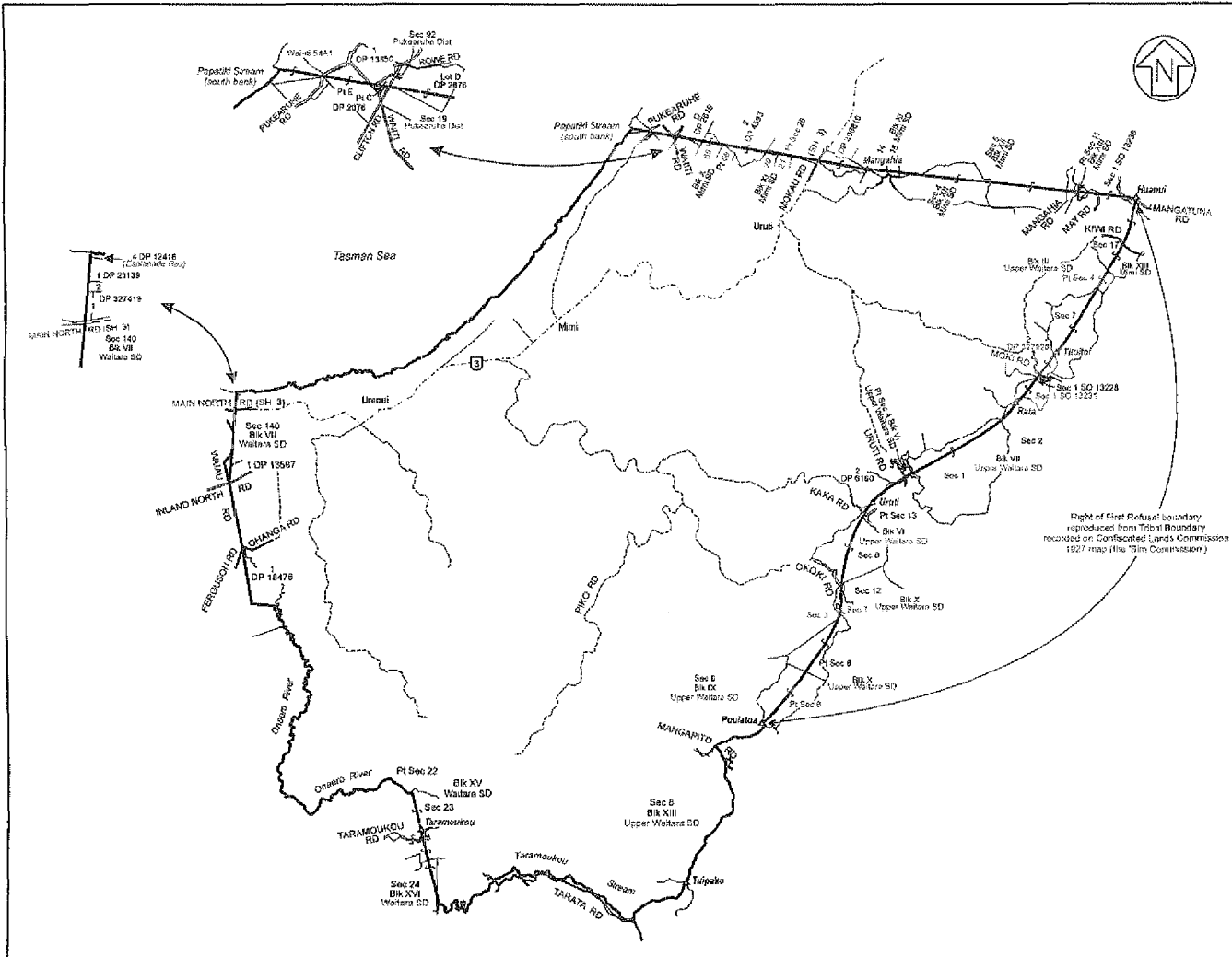
**Ngāti Mutunga
Right of First Refusal Area**

Territorial Authority: New Plymouth District
Compiled by Sinclair Knight Merz Ltd
Scale is proportional Date September 2004

File 10002711
Reviewed
Instructions

SO 324322

Handwritten signatures and initials:
A
R
d/h
2004



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 Ngāti Mutunga. 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 Ngāti Mutunga.

.....
 For and on behalf of Ngāti Mutunga

.....
 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.

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Field Book p. Transverse Book p.
 Reference Plans
 Examined Correct
 Approved for Parliamentary Purposes Only
 Chief Surveyor
 Deposited this day of
 for Registrar-General of Land
 File WRO1211
 Received Instructions

SO 324322

Sheet 2 of 2

Taranaki Land District	Ngāti Mutunga Right of First Refusal Area	Territorial Authority: New Plymouth District Compiled by Sinclair Knight Merz Ltd Scale 1:80,000 at A2 Date September 2004
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Handwritten signatures and notes:
 [Signature]
 [Signature]
 [Signature]