
DEED GRANTING A RIGHT OF FIRST REFUSAL

9

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DEED GRANTING A RIGHT OF FIRST REFUSAL

THIS DEED is made

BETWEEN

Laurie PORIMA, Peter WHITE, John PORIMA, Pouwhare Marino REWI, Leonard GRACE, Patrick Tukuha McMANUS, Maurice TOETOE, Kani EDWARDS, Henry Rehe NUKU, Robert John JENNER, Hiraani STAFFORD and Bert Mark MESSENT as Trustees of Te Rūnanga o Ngāti Manawa (the "Governance Entity")

AND

THE SOVEREIGN in right of New Zealand (the "Crown").

BACKGROUND

- A. Ngāti Manawa and the Crown are parties to a deed of settlement (the "Deed of Settlement") to settle the Historical Claims of Ngāti Manawa dated 12 December 2009.
- B. Under clauses 7.3 and 7.5 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 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.

Crown may withdraw RFR notice

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

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 a person nominated by the Governance Entity (a "**Nominated Transferee**") under clause 2.3.
- 2.3 The Governance Entity may nominate a Nominated Transferee by:
- 2.3.1 giving Notice to the Crown at least 10 Business Days before settlement of the relevant RFR Property Contract is due; and
 - 2.3.2 including in that Notice:
 - (a) the name of the Nominated Transferee; and
 - (b) all other relevant details about the Nominated Transferee.
- 2.4 If the Governance Entity nominates a Nominated Transferee under clause 2.3, 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, give Notice to the Governance Entity of:
 - (a) that fact; and
 - (b) the terms of that agreement; and

3.1.5 must not Dispose of the RFR Property after the end of the period of two years 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, intends 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 a gift, endowment, or trust relating to an RFR Property existing before the Settlement Date;

5.1.2 the rights of a holder of a mortgage over, or of a security interest in, an RFR Property;

5.1.3 any requirement at common law or under legislation that:

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

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

5.1.4 any feature of the title to an 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 introducing a change to, or changing, the law).

6 THIS DEED DOES NOT APPLY IN CERTAIN CASES

Disposal to certain persons is 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;
 - 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 a 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 67 of the Land Act 1948;
 - (b) section 93(4) of the Land Act 1948; or
 - (c) the Crown Pastoral Land Act 1998;
 - 6.1.9 a person under:
 - (a) sections 40(2) or 41 of the Public Works Act 1981 (or those sections as applied by any other legislation); or
 - (b) 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);



- (c) 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;
 - (d) section 105(1) of the Public Works Act 1981;
 - (e) 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
 - (f) section 119(2) of the Public Works Act 1981;
- 6.1.10 a person under section 206 of the Education Act 1989;
- 6.1.11 a person under section 355(3) of the Resource Management Act 1991;
- 6.1.12 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 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
- 6.1.13 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 be granted a lease of the RFR Property the term of which, including rights of renewal or of extension provided by the lease, is or could be for 50 years or longer; or



- (b) be offered the opportunity to purchase the RFR Property or be granted a lease of the RFR Property the term of which, including rights of renewal or of extension provided by the lease, is or could be for 50 years or longer.

Disposal to Crown Body 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, 5 or 6.1 is not required to enter into a deed under clause 6.2.

Disposal 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, 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:
 - 6.7.1 that deed is provided to it for signature; and
 - 6.7.2 clause 6.2, 6.4 or 6.5 (as the case may be) applies.

Disposal of or by Crown Body

- 6.8 Nothing in this Deed:



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

6.8.2 requires an offer to the Governance Entity in respect of such sale or disposal before that Crown Body is sold or disposed of.

7 NOTICE OF CERTAIN DISPOSALS

7.1 The Crown must give the Governance Entity notice of the disposal of an RFR Property by the landowner to a person other than the Governance Entity.

7.2 The notice must be given at least 20 Business Days before the disposal.

7.3 The notice must:

7.3.1 include a legal description of the RFR Property, including any encumbrances affecting it; and

7.3.2 include a street address for the RFR Property (if applicable); and

7.3.3 identify the person to whom the RFR Property is being disposed of; and

7.3.4 explain how the disposal complies with clause 5 or clause 6; and

7.3.5 include a copy of any written contract for the disposal.

8 TIME LIMITS

8.1 Time is of the essence for the time limits 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 (even if the Governance Entity signs this Deed after that date) and end 50 years after the Settlement 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 if:

9.2.1 an RFR Property Contract is constituted between the Crown and the Governance Entity in relation to that property; or

9.2.2 the Crown transfers the estate in fee simple of the RFR Property to a third party 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

The Trustees
Te Rūnanga o Ngāti Manawa
Green Building
State Highway 38
(PO Box 116)
MURUPARA 3025

Facsimile No: 07 366 5193

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 on 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 day observed as the anniversary of the provinces of Wellington and Auckland;

Control, for the purposes of subclause (c) 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 1989;

Crown Body means:

- (a) a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) and includes the New Zealand Railways Corporation;
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986);
- (c) a 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
- (d) a subsidiary of, or related company to, a company or body referred to in paragraph (c) of this definition;

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:

- (a) means to:
 - (i) transfer or vest the fee simple estate in the land; or
 - (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer; but
- (b) to avoid doubt, does not include to:
 - (i) mortgage, or give a security interest in, the land; or
 - (ii) grant an easement over the land; or
 - (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
 - (iv) remove an improvement, fixture or fitting from the land;

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;

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 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 each of the properties listed in Schedule 3;

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.

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 a 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 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 *1 May 2012*

Laurie Porima

In the presence of

Witness _____

Name _____

Occupation _____

Address _____

Peter White

In the presence of

Witness _____

Name _____

Occupation _____

Address _____



John Porima

In the presence of

Witness

Name

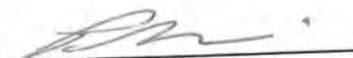
Occupation

Address

James Philip Ferguson

Solicitor

WELLINGTON



Pouwhare Marino Rewi

In the presence of

Witness

Name

Occupation

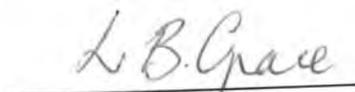
Address



James Philip Ferguson

Solicitor

WELLINGTON



Leonard Grace

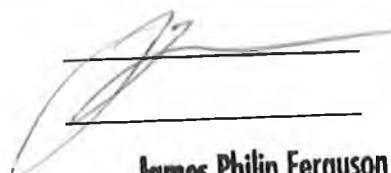
In the presence of

Witness

Name

Occupation

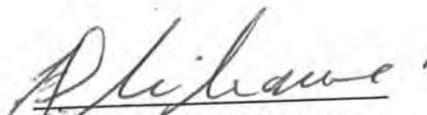
Address



James Philip Ferguson

Solicitor

WELLINGTON



Patrick Tukuha McManus

In the presence of

Witness

Name

Occupation

Address



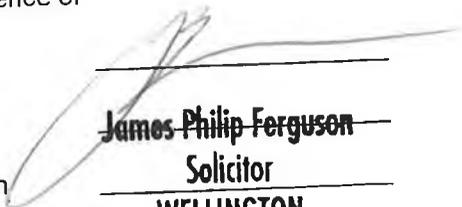
James Philip Ferguson

Solicitor

WELLINGTON




Maurice ToeToe

In the presence of
Witness 
Name **James Philip Ferguson**
Occupation **Solicitor**
WELLINGTON
Address _____

Louis McManus

In the presence of
Witness _____
Name _____
Occupation _____
Address _____


Kani Edwards

In the presence of
Witness 
Name **James Philip Ferguson**
Occupation **Solicitor**
WELLINGTON
Address _____


Henry Rehe Nuku

In the presence of
Witness 
Name **James Philip Ferguson**
Occupation **Solicitor**
WELLINGTON
Address _____



Robert John Jenner

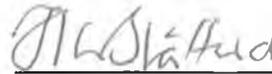
In the presence of

Witness _____

Name _____

Occupation _____

Address _____



Hiraani Stafford

In the presence of

Witness _____

Name _____

Occupation _____

Address _____


James Philip Ferguson
Solicitor
WELLINGTON



Bert Mark Messent

In the presence of

Witness _____

Name _____

Occupation _____

Address _____


James Philip Ferguson
Solicitor
WELLINGTON

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Treaty of Waitangi Negotiations in the presence of:

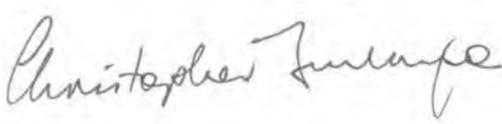
WITNESS

BERNADETTE CONSIDINE

Name:

Occupation: PRIVATE SECRETARY

Address: WELLINGTON



SCHEDULE 1

(Clauses 6.2 and 6.4 of this Deed)

DEED OF COVENANT

THIS DEED is made

BETWEEN

[Insert the name of, or, in the case of a trust, other appropriate details about, the Governance Entity] (the "**Governance Entity**")

AND

[Insert the name of the person who is Disposing of the property under clauses 6.2 or 6.4] (the "**Current Owner**")

AND

[Insert the name of the Crown Body or the local authority to which the property is being Disposed of under clauses 6.2 or 6.4] (the "**New Owner**")

BACKGROUND

- A. The Current Owner intends 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 clause [6.2] [6.4] [*delete the inapplicable clause*] of the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed in this form 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 (being the rights and obligations of the Crown) 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 effect from the Transfer Date) from all of its obligations under the Principal Deed in so far as they relate to the Property.

4 CERTAIN DISPOSALS BY NEW OWNER NOT AFFECTED

- 4.1 Nothing in this Deed affects or limits:

4.1.1 where the New Owner is a Crown Body the ability of the New Owner to Dispose of the Property to another Crown Body or Crown Bodies, or back to the Crown, subject in the case of a Disposal to a Crown Body to it entering into a Deed in the form set out in Schedule 1 to the Principal Deed (with appropriate amendments) except where clauses 3, 5 or 6.1 of the Principal Deed apply; or

4.1.2 where the New Owner is a local authority, as transferee of the Property in accordance with clause 6.4, the ability of the New Owner to Dispose of that Property back to the Crown.

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;

Property has the meaning set out in clause A 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.

- 5.2 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

- 5.3 The rules of interpretation set out in clause 14.2 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]



SCHEDULE 2

(Clause 6.5 of this Deed)

DEED OF COVENANT

THIS DEED is made

BETWEEN

[Insert the name of, or, in the case of a trust, other appropriate details about, the Governance Entity] (the "**Governance Entity**")

AND

[Insert the name of the person who is Disposing of the property under clause 6.5] (the "**Current Owner**")

AND

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

BACKGROUND

- A. The Current Owner intends 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 clause 6.5 of the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed in this form 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 (being the rights and obligations of the Crown) 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 in so far 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.
- 4.3 Clause 1.2 of the Principal Deed does not apply to a notice under clause 4.1.

Frequency of requests

- 4.4 A notice under clause 4.1 may not be given within 3 years of:

4.4.1 the Transfer Date; or

4.4.2 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;

Property has the meaning set out in clause A 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.

- 5.2 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

- 5.3 The rules of interpretation set out in clause 14.2 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]



SCHEDULE 3

(Clause 14 of this Deed)

RFR PROPERTY

Right of First Refusal Property

South Auckland Land District

Agency	Site	Legal Description
New Zealand Police	Police House, Murupara	0.0814 hectares, more or less, being Lot 3 DPS 9398. Part GN. S.313915.

