

FULL TAKEOVER OFFER

BY

RANGATIRA LIMITED

AT NZ\$0.36 PER SHARE

MADE PURSUANT TO THE TAKEOVERS CODE

Offer opens: 17 December 2012

Offer closes: 15 February 2013

IMPORTANT:

If you are in doubt as to any aspect of this Offer, you should consult your financial or legal adviser.

If you have sold all your shares in the Company to which this Offer applies, you should immediately hand this Offer document and the accompanying acceptance form to the purchaser or the agent (for example, the broker) through whom the sale was made, to be passed to the purchaser.

The Company's target company statement, together with an independent adviser's report on the merits of this offer accompanies this Offer and should be read in conjunction with this Offer.

THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR IMMEDIATE ATTENTION

Dated 17 December 2012

SUMMARY OF THE OFFER

Rangatira Limited (Rangatira) is offering to acquire all the ordinary shares (Shares) in New Zealand Experience Limited (Company). Rangatira has entered into a lock-up agreement with a shareholder of the Company for 74.86 percent of the Shares.

This is a summary of the Offer only. The detailed terms and conditions of the Offer are set out in Appendix A. You should read those terms and conditions carefully.

1 OFFER PRICE

The consideration offered for each outstanding Share is NZ\$0.36 in cash.

2 FULL OFFER

This offer is for 100 percent of the Shares.

3 OFFER PERIOD

The Offer is dated 17 December 2012 (Offer Date) and closes at 5 pm on 15 February 2013 (Closing Date) unless extended in accordance with the Takeovers Code.

4 CONDITIONS

This Offer is subject to certain conditions, including that Rangatira obtains such number of acceptances that will result in Rangatira becoming the holder or controller of at least 74.86% of the voting rights in the Company. The conditions to the Offer are set out in paragraphs 4 and 5 of Appendix A.

5 LOCK-UP AGREEMENT

Rangatira has entered into a lock-up agreement to accept the Offer with Garlow Management Inc, which owns 74.86% of the Shares. Full details of this lock-up agreement are set out in paragraph 6 of Appendix B.

6 PAYMENT DATE

If you accept the Offer you will be paid the consideration for your Shares no later than seven days after the later of:

- a the date on which your acceptance form is received by Rangatira; or
- b the date on which this Offer becomes unconditional.

7 BROKERAGE COSTS

You will not pay any brokerage costs if you accept this Offer.

HOW TO ACCEPT THE OFFER

1 CLOSING DATE

This offer closes at 5:00 pm on 15 February 2013 (unless extended in accordance with the Takeovers Code).

If you wish to **ACCEPT** the Offer, you must ensure that your acceptance is sent **AS SOON AS POSSIBLE**, but in any event so that it is received by Rangatira on or before 5:00 pm on the Closing Date.

2 HOW TO ACCEPT

Complete the enclosed Acceptance and Transfer form (**Acceptance Form**) in accordance with the instructions set out on that form.

Post, fax or email the form to:

Rangatira Limited
C/- Link Market Services
P O Box 91976
Auckland 1142
New Zealand

Fax: +64 9 375 5990

Email: operations@linkmarketservices.com (Please put "New Zealand Experience Limited acceptance" in the subject line for easy identification)

3 IF YOU HAVE SOLD ALL YOUR SHARES

Please hand this Offer document and the accompanying Acceptance Form to:

- the purchaser(s) of your Shares; or
- to the agent (for example, the broker) through whom the sale was made requesting that this Offer document and the accompanying Acceptance Form be passed to the purchaser(s).

4 IF YOU HAVE SOLD SOME OF YOUR SHARES

Please alter the total shareholding printed on the Acceptance Form to the number of Shares which you have retained, initial the change and post, fax or email the amended Acceptance Form to Rangatira as per the instructions above.

On receipt of the amended Acceptance Form, Rangatira will recalculate the amount of cash to be paid to you to reflect the number of Shares sold by you.

Please also advise the purchaser(s) of your Shares or request the agent (for example, the broker) through whom you made the sale to advise the purchaser(s) of your Shares of this Offer. Please also advise them that a copy of this Offer and the Acceptance Form is available from Link Market Services. You should also advise Link Market Services of the number of Shares sold and the agent (for example, the broker) involved.

5 IF YOU HAVE LOST YOUR ACCEPTANCE FORM

Please contact the Link Market Services investor helpline on +64 9 375 5998 to obtain a replacement Acceptance Form.

APPENDIX A

TERMS AND CONDITIONS OF THE OFFER

Rangatira offers to purchase all of the ordinary shares in New Zealand Experience Limited (Shares) for NZ\$0.36 in cash per Share on the terms and conditions contained in this offer document (Offer).

1 THIS OFFER

- 1.1 **Notice Date:** Rangatira offers to acquire the Shares, including all rights, benefits and entitlements attached to them on, after, or, by reference to, the date on which Rangatira gave the Company notice of its intention to make this Offer (being 30 November 2012) (Notice Date).
- 1.2 **Closing Date:** This Offer will remain open for acceptance until 5.00 pm on 15 February 2013 or such later date (if any) as Rangatira may determine to extend it in accordance with the Takeovers Code (Closing Date).
- 1.3 **Date of Offer:** This Offer is dated 17 December 2012.

2 CONSIDERATION

- 2.1 **Consideration:** The consideration offered by Rangatira for each Share is NZ\$0.36 in cash (subject to any adjustment in accordance with paragraph 6).
- 2.2 **Payment:** The amount of consideration payable to each holder of Shares who accepts this Offer (each a Target) will be paid by cheque sent by ordinary mail or paid in cleared funds by electronic transfer at the election of the Target no later than seven days after the later of:
 - a the date on which that Target's acceptance is received by Rangatira; or
 - b the date on which this Offer becomes unconditional.
- 2.3 **Withdrawal for non-payment:** If the consideration payable to a Target is not sent to that Target within the period specified in paragraph 2.2, that Target may withdraw their acceptance of this Offer by notice in writing to Rangatira, but only:
 - a after the expiration of seven days' written notice to Rangatira of that Target's intention to do so; and
 - b if that Target does not receive the consideration to which they are entitled during the seven day period referred to in paragraph 2.3a.

3 TERMS OF THE OFFER

- 3.1 **Term of Offer:** Unless the Offer is withdrawn in its entirety with the consent of the Takeovers Panel in accordance with the Takeovers Code or unless this Offer lapses in

accordance with its terms, this Offer remains open for acceptance until and including the Closing Date.

3.2 Condition Satisfaction Date:

a Subject to sub-paragraph b below, the latest date on which Rangatira can declare this offer unconditional (**Condition Satisfaction Date**) is the earlier of:

- i the first business day following acceptance of the Offer by Garlow Management Inc (**Garlow**); and
- ii 15 February 2013.

Under the terms of a lock up agreement between Rangatira and Garlow (details of which are set out in paragraph 6 of appendix B) Garlow has agreed to accept the Offer on or before the date which is two business days after the later of the date of despatch of the Offer and the date Garlow receives the Offer. The Condition Satisfaction Date may not be changed to a later date under rule 25(3) of the Takeovers Code.

b In the event that Rangatira reasonably considers that one or more of the conditions has been breached on or before the Condition Satisfaction Date and a determination under clause 5.2 of this Offer document is required, Rangatira must on or before the Condition Satisfaction date give notice (**Referral Notice**) to the Company specifying the relevant condition and the circumstances giving rise to the potential breach and as soon as reasonably practicable nominate a qualified expert in accordance with the provisions of clause 5.2. In the event that the qualified expert has not made a determination on or by the Condition Satisfaction Date, then Rangatira shall be entitled for the purposes of this Offer document to delay the latest date on which it can declare the offer unconditional until the business day following the date that determination has been made (**the Determination Date**) (provided that the Determination Date may not be later than 15 February 2013). For the avoidance of doubt, the only matters that may be referred to the expert for determination are those specified in the Referral Notice, Rangatira shall not be entitled to extend the Condition Satisfaction Date, and no matter which would otherwise give rise to a breach of any condition if it arose in the period between the Condition Satisfaction Date and the Determination Date shall constitute a breach of the relevant condition(s).

3.3 **Lapse of Offer:** If this Offer is not declared unconditional in accordance with the provisions of clause 3.2, then this Offer will lapse and Rangatira and every Target will be released from their obligations under this Offer (and any contract arising from their acceptance of it).

3.4 **Acceptance:** This Offer is open for acceptance by any person who holds Shares, whether acquired before, on or after the date of this Offer, upon production of satisfactory evidence

of such person's entitlement to those Shares. A holder of Shares may accept this Offer in respect of all or any of their Shares. Each acceptance must be free of all conditions of acceptance of any nature whatsoever.

3.5 Target's warranties: Each Target represents and warrants that:

- a it is the sole legal and beneficial owner of the Shares in respect of which it accepts this Offer, or it is the legal owner and has the necessary capacity and authority to accept the Offer in respect of those Shares; and
- b legal and beneficial title to all those Shares in respect of which it accepts this Offer will pass to Rangatira free of all liens, charges, mortgages, encumbrances and other adverse interests or claims of any nature whatsoever, but together with all rights, benefits and entitlements attaching to them, including the right to all dividends, bonuses and other payments and distributions of any nature attaching to such Shares arising on, after or by reference to, the Notice Date, on payment of the consideration under paragraph 2.

3.6 Warranty by acceptance: Acceptance of this Offer constitutes a representation and warranty by the Target to Rangatira that title to the Shares to which the applicable acceptance relates will pass to Rangatira on the basis described in paragraph 3.5 and that the Target has full power, capacity and authority to sell and transfer all Shares in respect of which they accept the Offer.

3.7 Brokers: Rangatira may choose to engage the services of one or more Primary Market Participants (in terms of the NZX Participant Rules) or other financial advisory firms (together, Brokers) to contact holders of Shares and receive Acceptance Forms for Shares. If Rangatira chooses to do this, the key terms of engagement will be as follows:

- a for each completed and valid Acceptance Form procured by a Broker, Rangatira may pay to that Broker a handling or procurement fee in respect of the Shares the subject of that Acceptance Form (**Procurement Fee**). The amount of the Procurement Fee will be 0.75% of the consideration payable by Rangatira under the Offer to the relevant Target in respect of the Acceptance Form received. The Procurement Fee will be subject to a minimum amount of \$25 for a single Acceptance Form inclusive of GST, if any;
- b the Broker will be paid, and will receive, the Procurement Fee solely in connection with its services to Rangatira and must not, directly or indirectly, pass any or all of the Procurement Fee on to any Target, or share the Procurement Fee with any Target;
- c the payment of a Procurement Fee to a Broker in respect of an Acceptance Form procured by that Broker is in all respects conditional on the Shares, which are the subject of the Acceptance Form, being validly transferred to Rangatira. In addition,

the Acceptance Form must be delivered to Rangatira in accordance with paragraph 7 and must be stamped by the Broker (and only that Broker). A Procurement Fee will not be paid in respect of Shares acquired by Rangatira through the compulsory acquisition provisions set out in Part 7 of the Takeovers Code;

- d Brokers are precluded from receipt of any Procurement Fee in respect of Shares in which they or their associates have relevant interests;
- e Rangatira may, in determining the Procurement Fee payable to a Broker, aggregate and/or disregard any acceptance of the Offer procured by that Broker if Rangatira believes that a party has structured holdings of Shares for the purpose, or with the effect, of enabling parties to take advantage of the arrangement summarised in this paragraph 3.7;
- f Rangatira will determine, in its sole discretion, any disputes relating to the payment of a Procurement Fee. The determination of Rangatira will be final and binding on all parties; and
- g no Procurement Fees are payable in respect of Shares that are subject to the lock-up agreement referred to in this Offer document.

4 MINIMUM ACCEPTANCE CONDITION

This Offer, and any contract arising from acceptance of it, are conditional on Rangatira receiving acceptances by no later than the Closing Date in respect of such number of Shares that would, upon this Offer being declared unconditional and the relevant Shares being transferred to Rangatira, result in Rangatira holding or controlling at least 74.86% of the voting rights in the Company.

5 FURTHER CONDITIONS OF THIS OFFER

- 5.1 This Offer, and any contract arising from acceptance of it, are subject to the conditions that, except as otherwise agreed in writing by Rangatira, during the period from the Notice Date until the Condition Satisfaction Date:
 - a no dividends, bonuses or other payments or distributions (within the meaning of the Companies Act 1993) of any nature whatsoever are authorised, declared, paid or made upon or in respect of any of the Shares or the shares, convertible securities or other equity securities of any nature in Rainbow's End Theme Park Limited (RE) other than any dividend or distribution from RE to the Company;
 - b no shares, convertible securities or other equity securities of any nature (including options, rights or interests in any ordinary shares) of the Company or RE (together the Group), are issued, agreed to be issued or made the subject of any option or right to subscribe;

- c there is no alteration of the rights, benefits, entitlements and restrictions attaching to any of the Shares;
 - d the businesses of each member of the Group are carried on in the normal and ordinary course;
 - e no member of the Group has terminated, varied (in any material respect) or breached or otherwise not performed (in any material respect) any agreement or arrangement (including any lease) which termination, variation, breach or non-performance will have, or could reasonably be expected to have, a material adverse effect on the financial position, trading operations or assets or liabilities or prospects of the Group, taken as a whole;
 - f there is no alteration to the constitutional documents of any member of the Group other than amendments that are made in compliance with the NZSX Listing Rules or that are of a formal or technical, and not of a substantive, nature; and
 - g no liquidator, receiver, receiver and manager, statutory manager or similar official is appointed in respect of any member of the Group or any of their respective assets.
- 5.2 Where any condition requires a determination as to whether a matter is or could reasonably be expected to be material or not, is adverse or not, is normal or not, is in the ordinary course or not, or is of a formal or technical (and not substantive) nature or not, before the condition may be invoked, such determination must be made by a suitably qualified expert nominated by Rangatira (after consultation with the Company) who is independent of, and not an associate of, Rangatira.
- 5.3 The conditions in paragraph 5.1a to 5.1g (inclusive) are for the sole benefit of Rangatira and accordingly, each such condition may be waived, in whole or in part, by Rangatira, and on such terms as it decides, in its sole discretion. Any waiver or consent given by Rangatira in respect of any matter or thing shall apply only in accordance with its terms and shall not constitute a consent or waiver in respect of any similar matter or thing.
- 5.4 Each condition set out in paragraphs 4 and 5 is a separate condition subsequent, and acceptance of the Offer by each Target shall constitute a contract between the Target and Rangatira subject to those conditions. The Offer will only proceed if all conditions in paragraphs 4 and 5 are satisfied or, to the extent permissible, waived.

6 CHANGE IN CIRCUMSTANCES

6.1 **Distribution:** If, on or after the Notice Date, the Company authorises, declares, makes or pays any dividend or any distribution (within the meaning of the Companies Act 1993) of any nature whatsoever (including, for the avoidance of doubt, by way of share buyback, redemption or cancellation or any other form of capital reduction) and:

- a this Offer is unconditional; or
- b this Offer becomes unconditional,

then at the election of Rangatira each Target will be bound to pay to Rangatira on demand the Distribution Amount, or the consideration which would otherwise have been paid to each Target for their Shares shall be reduced by the Distribution Amount. For the purposes of this paragraph 6.1, **Distribution Amount** means the amount of any dividend or the value of any other distribution on Shares transferred to Rangatira under this Offer (for the avoidance of doubt grossed up to include the amount of any withholding taxes deducted, if applicable) that is received by, or properly payable to, the Target.

6.2 **Issue of securities:** If, on or after the Notice Date, the Company authorises, declares, or makes any issue of shares, convertible securities or other securities of any nature (including options, rights or interests in its ordinary shares) by way of bonus issue and:

- a this Offer is unconditional; or
- b this Offer becomes unconditional,

then each Target will be bound to transfer any such shares, convertible securities, other securities or options, rights and interests issued in respect of those Shares for which they have accepted this Offer to Rangatira, without any additional consideration.

6.3 **Issue of shares:** If, on or after the Notice Date, the Company makes any issue of ordinary shares to any person other than by way of bonus issue and:

- a this Offer is unconditional; or
- b this Offer becomes unconditional,

then this Offer will be deemed to be extended to include such ordinary shares and the consideration payable for them will be as provided in paragraph 2.1.

6.4 **Subdivision/consolidation:** If, on or after the Notice Date, all or any of the Shares are subdivided or consolidated by the Company, or the number of Shares is reduced other than by way of subdivision or consolidation by the Company, then:

- a this Offer will be interpreted to take into account that subdivision or consolidation or reduction and will be deemed to be for the Shares resulting from that subdivision, consolidation or reduction;
- b to the extent it has not already been adjusted under paragraph 6.1, the consideration per Share offered under this Offer will be increased or reduced, as the case may require in proportion to that subdivision, consolidation or reduction; and
- c each Target will be bound to transfer those Shares as subdivided, consolidated or reduced to Rangatira on the basis of the consideration so increased or reduced.

7 HOW TO ACCEPT THIS OFFER

7.1 Acceptance: To accept this Offer, you need only:

- a complete the relevant Acceptance Form in respect of Shares enclosed with this Offer in accordance with the instructions on the Acceptance Form; and
- b return the completed Acceptance Form by email, fax or post *as soon as possible* after receipt of this Offer, but in any event so that it is received by Rangatira no later than 5.00 pm on the Closing Date, to:

Rangatira Limited
 C/- Link Market Services
 P O Box 91976
 Auckland 1142
 New Zealand

Fax: +64 9 375 5990

Email: operations@linkmarketservices.com (Please put "New Zealand Experience Limited acceptance" in the subject line for easy identification)

- c No acknowledgement of receipt of acceptances of this Offer will be issued.

7.2 Validity of Acceptance Form: Rangatira may, in its discretion, treat any Acceptance Form as valid notwithstanding that it is not accompanied by the relevant Common Shareholder Number (CSN), or that it does not otherwise comply with paragraph 7.1, or any instructions on the Acceptance Form, and may, in its discretion, rectify any errors in, or omissions from, any Acceptance Form to enable that form to constitute a valid acceptance of the Offer and to facilitate registration of the transfer of the relevant Shares. Rangatira may, in its discretion, allow for acceptance in any other manner it wishes.

7.3 Contract: Acceptance of this Offer by each Target constitutes a contract between the Target and Rangatira on the terms and subject to the conditions of this Offer and the Takeovers Code. Other than in the circumstances set out in paragraph 2.3, a Target may not

withdraw their acceptance, whether or not there has been any variation of this Offer. Rangatira and every Target shall be released from their obligations under this Offer, and arising from acceptance of this Offer, if this Offer:

- a is withdrawn with the consent of the Takeovers Panel; or
- b lapses as a result of any condition in paragraph 4 or 5 not being satisfied or waived by the applicable date under, and in accordance with, the provisions of clause 3.2.

8 METHOD OF SETTLEMENT

If:

- a this Offer is declared unconditional; and
- b a Target's Acceptance Form is in order and is accompanied by the relevant CSN (or any error or omission from the Acceptance Form is rectified by Rangatira or the Offer is otherwise accepted by Rangatira under paragraph 7.2),

then either a cheque will be sent (by ordinary mail) or an electronic transfer of cleared funds will be made (at the election of the Target) by Rangatira for the aggregate amount payable (calculated based on the consideration offered per Share as set out in paragraph 2.1) to the Target, by the date specified in paragraph 2.2. If a Target does not select a method of payment, or the details that it provides are not sufficient to effect an electronic transfer, then that Target will be paid by cheque or by direct credit to its existing nominated account already held with Link Market Services.

9 NOTICES

9.1 Notices: Notices given to the Company, the Takeovers Panel and NZSX:

- a declaring this Offer unconditional;
 - b advising that this Offer is withdrawn in accordance with the Takeovers Code;
 - c advising that a term or condition of this Offer has been waived; or
 - d advising that this Offer has lapsed in accordance with its terms or the Takeovers Code,
- will in each case be deemed to be notice to all shareholders of the Company when so given.

9.2 Notice of variation: Notice of any variation of this Offer will be sent to the Company, the Takeovers Panel, NZSX, and, except where not required in accordance with the Takeovers Code, to each shareholder of the Company under this Offer.

10 FURTHER INFORMATION AND MISCELLANEOUS

10.1 Further information: Further information in relation to this Offer, as required by Schedule 1 to the Takeovers Code, is set out in Appendix B to this Offer and forms part of this Offer document.

10.2 Interpretation: In this Offer document:

- a any reference to the **Takeovers Code** means the New Zealand Takeovers Code in force at the relevant time;
- b except if expressly defined in this Offer document, or where the context requires otherwise, terms defined in the Takeovers Code have the same meaning in this Offer document;
- c references to **dollars** and **\$** are references to New Zealand dollars and all amounts payable under this Offer document are payable in New Zealand dollars;
- d headings are for ease of reference only and will not affect the interpretation of this Offer document or any Acceptance Form;
- e references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- f the singular includes the plural and vice versa; and
- g unless otherwise specified, material and materiality will have their respective ordinary and customary meaning.

10.3 Variation of Offer: This Offer may be varied by Rangatira in accordance with Rule 27 of the Takeovers Code.

10.4 Jurisdiction: This Offer and any contract arising from it shall be governed by and construed in accordance with the laws of New Zealand, and the parties to any such contract submit to the non-exclusive jurisdiction of the courts of New Zealand.

10.5 Acceptance Form: The provisions set out in the Acceptance Form are part of the terms of this Offer.

10.6 Legislation prevails: If there is an inconsistency between the terms and conditions of this Offer and the provisions of the Takeovers Act 1993 or the Takeovers Code, the provisions of the Takeovers Act 1993 and the Takeovers Code (as the case may be) will prevail.

APPENDIX B

TAKEOVERS CODE INFORMATION

The information required by Schedule 1 to the Takeovers Code and not stated elsewhere in this Offer is set out in this Appendix B. Where any information required by Schedule 1 of the Takeovers Code is not applicable, no statement is made regarding that information. All of the following matters are stated as at the Offer Date.

1 DATE

This Offer is dated 17 December 2012.

2 THE OFFEROR AND ITS DIRECTORS

Name of offeror: Rangatira Limited

Address of offeror: Level 10, 70 The Terrace, Wellington, New Zealand

Directors of the offeror: Nicolas Calavrias

Douglas Keith Gibson

William Lindsay Gillanders

Robert Murray Gough

Ian Samuel Knowles

David Alan Pilkington

Richard Arthur Wilks

3 TARGET COMPANY

The target company is New Zealand Experience Limited, company number 463279 (Company).

4 OWNERSHIP OF EQUITY SECURITIES OF THE COMPANY

4.1 The table below sets out the number, designation and percentage of equity securities of any class of the Company held or controlled by:

- a Rangatira;
- b any related company of Rangatira;
- c any person acting jointly or in concert with Rangatira;
- d any director of any of the persons described in subparagraphs a to c; and

- e any other person holding or controlling more than 5% of the class, if within the knowledge of Rangatira.

Name	Description	Number of equity shares held or controlled	Type of equity security	Percentage
Garlow Management Inc	Person holding or controlling more than 5%	27,700,000	Ordinary shares	74.86%

- 4.2 Except as stated in the above table, no person referred to in paragraphs 4.1a to 4.1e above holds or controls equity securities in the Company.

5 TRADING IN EQUITY SECURITIES OF THE COMPANY

None of the persons referred to in paragraphs 4.1a to 4.1d have acquired or disposed of any equity securities in the Company during the six month period before the Offer Date.

6 AGREEMENT TO ACCEPT OFFER

- 6.1 The following shareholder of the Company (the Lock-up Party) has entered into an agreement with Rangatira under which the Lock-up Party has agreed to accept the Offer in respect of its holding of Shares.

Name	Number of Shares held as at the date of the agreement	Date of agreement
Garlow Management Inc of Standard Life Centre, 121 King Street Suite 1770, Toronto, Ontario M5h 3t9, Canada.	27,700,000	26 November 2012

- 6.2 The material terms of the agreement referred to above are:

- a Rangatira has agreed, subject to the satisfaction of certain conditions, to make the Offer;
- b the Lock-up Party has agreed to accept the Offer in respect of its entire holding of Shares on or before the date which is two business days after the later of the date of despatch of the Offer and the date the Lock-up Party receives the Offer; and
- c the Lock-up Party retains the right to exercise and/or control the exercise of all voting rights attached to their Shares until the payment to the Lock-up Party of the consideration payable under the Offer.

6.3 Except as set out above, there are no persons who have agreed conditionally or unconditionally to accept the Offer.

7 ARRANGEMENTS TO PAY CONSIDERATION

7.1 Rangatira confirms that resources will be available to it sufficient to meet the consideration to be provided on full acceptance of this Offer and to pay any debts incurred in connection with the Offer (including the debts arising under Rule 49 of the Takeovers Code).

7.2 A statement setting out the rights of each Offeree under Rule 34 of the Takeovers Code to withdraw acceptance for non-payment by Rangatira of the consideration is set out in paragraph 2.3 of Appendix A.

8 ARRANGEMENTS BETWEEN THE OFFEROR AND THE COMPANY

8.1 The trustees of the Estate of George Ryerson Gardiner (**Estate**), who (through Garlow Management Inc) hold 27.7 million shares in the Company (being 74.86% of all the shares of the Company on issue), have entered into a process letter with the Company relating to the sale of the Estate's shares. The Estate is associated with Rangatira. The arrangements in the process letter include the following:

- a a protocol has been agreed for communications by or on behalf of the Estate in relation to the process, and the provision of information about the process on behalf of the Estate to the Company;
- b the Company has agreed to facilitate due diligence of the Company; and
- c the Estate will reimburse the Company for certain costs incurred in connection with the process at agreed rates.

8.2 Rangatira, the Company and the Estate entered into a confidentiality agreement dated 23 October 2012 under which Rangatira agreed to keep confidential certain information disclosed to it by the Company and the Estate in connection with its proposal to make a takeover offer for the shares in the Company and to use that information solely for that purpose.

8.3 Other than as described above, no agreement or arrangement (whether legally enforceable or not) has been made, or proposed to be made, between Rangatira or any associates of Rangatira, and the Company or any related company of the Company, in connection with, in anticipation of, or in response to, this Offer.

9 ARRANGEMENTS BETWEEN THE OFFEROR AND DIRECTORS AND OFFICERS OF THE COMPANY

No agreement or arrangement (whether legally enforceable or not) has been made, or proposed to be made, between Rangatira or any associate of Rangatira, and any of the

directors or senior officers of the Company or of any related company of the Company (including any payment or other benefit proposed to be made or given by way of compensation for loss of office, or as to their remaining in or retiring from office) in connection with, in anticipation of, or in response to, this Offer.

10 FINANCIAL ASSISTANCE

No agreement or arrangement has been made, or proposed to be made, under which the Company or any related company of the Company will give (directly or indirectly) financial assistance for the purpose of, or in connection with, this Offer.

11 LIKELIHOOD OF CHANGES IN THE COMPANY

11.1 If Rangatira becomes entitled to invoke the compulsory acquisition provisions of the Takeovers Code, it intends to compulsorily acquire any outstanding Shares and apply for the de-listing of the Company from NZSX.

11.2 If Rangatira does not receive sufficient acceptances under this Offer to enable it to invoke the compulsory acquisition provisions of the Takeovers Code but nevertheless declares this Offer unconditional, Rangatira will seek appropriate board representation on the board of the Company (as detailed below) and will participate in decisions relating to the Company and its future.

11.3 Rangatira currently has no intention to make any material changes to the business of the Company or RE other than:

- a to review the distribution policy of the Company with a view to changing that policy if the financial position of the Company does not support the continuation of the existing policy; and
- b to change the composition of the board of directors of the Company so that there are five directors in total, comprising two independent directors and three directors appointed by Rangatira. Rangatira currently intends to appoint two of the Rangatira appointed directors as soon as it is reasonably able to do so and to appoint the third Rangatira appointed director in due course.

Rangatira reserves the right to make changes to these intentions but would only do so after consultation with the board of the Company.

12 PRE-EMPTION CLAUSES IN THE COMPANY'S CONSTITUTION

As at the Offer Date, there are no restrictions on the right to transfer equity securities to which the Offer relates that:

- a are contained in the constitution of the Company; and

- b have the effect of requiring the holders of securities to offer the securities for purchase to members of the Company or to any other person before transferring the securities.

13 ESCALATION CLAUSES

As at the Offer Date, there are no agreements or arrangements (whether legally enforceable or not) under which:

- a any existing holder of equity securities in the Company will or may receive in relation to, or as a consequence of, this Offer any additional consideration or other benefit over and above the consideration set out in the Offer;
- b any prior holder of equity securities in the Company will or may receive any consideration or other benefit as a consequence of this Offer.

14 CLASSES OF SECURITIES

No report is required under Rule 22 of the Takeovers Code (which, if the offer is for more than one class of securities, requires a report by an independent adviser on the fairness and reasonableness of the consideration and terms of the offer as between different classes of securities).

15 CERTIFICATE

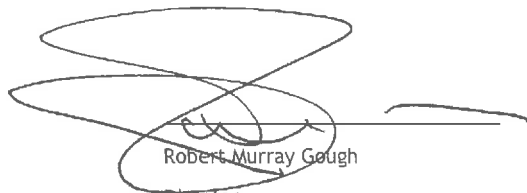
To the best of our knowledge and belief, after making proper enquiry, the information contained in or accompanying the Offer document is, in all material respects, true and correct and not misleading, whether by omission of any information or otherwise, and includes all the information required to be disclosed by Rangatira under the Takeovers Code.



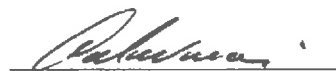
Ian Frame
Chief Executive Officer
Rangatira Limited



Chris Bradshaw
As the person fulfilling the role of Chief Financial Officer
Rangatira Limited



Robert Murray Gough
Director
Rangatira Limited



Nicolas Calavrias
Director
Rangatira Limited