

NGĀI TE RANGI

and

NGĀ PŌTIKI

and

NGĀI TE RANGI SETTLEMENT TRUST

and

NGĀ PŌTIKI A TAMAPAHORE TRUST

and

THE CROWN

**DEED TO AMEND
NGĀI TE RANGI AND NGĀ PŌTIKI
DEED OF SETTLEMENT**

**DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI
DEED OF SETTLEMENT**

THIS DEED is made on the *6th* day of *October* 2014

BETWEEN

NGĀI TE RANGI ("Ngāi Te Rangi")

AND

NGĀ PŌTIKI

AND

NGĀI TE RANGI SETTLEMENT TRUST ("Ngāi Te Rangi governance entity")

AND

NGĀ PŌTIKI A TAMAPAHORE TRUST ("Ngā Pōtiki governance entity")

AND

THE CROWN

1. BACKGROUND

- A. Ngāi Te Rangi, Ngā Pōtiki, the Ngāi Te Rangi governance entity, the Ngā Pōtiki governance entity and the Crown are parties to a Deed of Settlement dated 14 December 2013 (the "**Deed of Settlement**").
- B. Ngāi Te Rangi, Ngā Pōtiki and the Crown wish to enter this Deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 5.1 of the General Matters Schedule to the Deed of Settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

- 1.1 This Deed takes effect when it is properly executed by the Ngāi Te Rangi governance entity, the Ngā Pōtiki governance entity and the Crown.

AMENDMENTS TO THE DEED OF SETTLEMENT

- 1.2 The Deed of Settlement:

- 1.2.1 is amended by making the amendments set out in clause 1.4 and Schedules 1, 3, 4, 5 and 6 of this Deed; but

- 1.2.2 remains unchanged except to the extent provided by this Deed.

- 1.3 For ease of reference, consolidated amendments to part 6 of the Deed of Settlement are set out in Schedule 2 of this Deed.

- 1.4 Part 1 of the Property Redress Schedule applies to the Ministry of Education sites comprising Tauranga Girls' College site and Gate Pā School site:

- 1.4.1 with "date of this deed" in paragraph 1.6.1 to be read, in relation to those sites, as the date this Deed takes effect; and

- 1.4.2 on the basis that the disclosure information in relation to those sites provided to the Tauranga Moana Collective on 7 September 2012 is deemed to have been provided to the Ngāi Te Rangi governance entity for the purpose of the warranty in paragraph 1.3.

DEFINITIONS AND INTERPRETATION

- 1.5 Unless the context otherwise requires:

- 1.5.1 terms or expressions defined in the Deed of Settlement have the same meanings in this Deed; and

- 1.5.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this Deed.

1: BACKGROUND

COUNTERPARTS

1.6 This Deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that the parties are not signatories to the original or same counterpart.

ACKNOWLEDGEMENTS

1.7 To assist with the interpretation of part 2 of the General Matters Schedule, the parties acknowledge that since the date of the Deed of Settlement, the payments of interest set out in clauses 1.8 and 1.9 have been made.

1.8 The following payments of interest have been made to the Ngāi Te Rangi governance entity or, in the case of the payment under clause 1.8.1, to Te Rūnanga o Ngāi Te Rangi Iwi Trust:

1.8.1 interest for the period 28 March 2013 to 27 June 2013, being \$185,736.30, was paid on 5 September 2013 in accordance with paragraphs 2.3 and 2.4 of the General Matters Schedule;

1.8.2 interest for the period 28 June 2013 to 24 October 2013, being \$186,106.16, was paid on 6 November 2013 in accordance with paragraphs 2.4, 2.5 and 2.6 of the General Matters Schedule;

1.8.3 interest for the period 25 October to 17 December 2013, being \$76,006.86, was paid on 18 December 2013 in accordance with paragraph 2.6 of the General Matters Schedule.

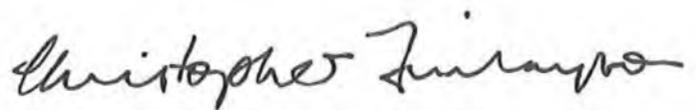
1.9 Interest on \$3,000,000, being \$22,191.78, was paid on 18 December 2013 to the Ngā Pōtiki governance entity in accordance with paragraph 2.2 of the General Matters Schedule.

SIGNED as a deed on

2014

SIGNED for and on behalf of
THE CROWN by the Minister for Treaty of
Waitangi Negotiations in the presence of:

)



Hon Christopher Finlayson QC

B. Consigned

Signature of Witness

BERNADETE CONSIDINE

Witness Name

PRIVATE SECRETARY

Occupation

WELLINGTON

Address

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SIGNED by the trustees of the
NGĀI TE RANGI SETTLEMENT TRUST

SIGNED by **CHARLIE TAWHIAO**
as trustee, in the presence of:

) 

Charlie Tawhiao



Signature of Witness



Witness Name

Spencer Webster

Occupation

Lawyer

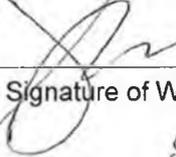
Address

Papamoa

SIGNED by **MITA RIRINUI**
as trustee, in the presence of:

) 

Mita Ririnui



Signature of Witness



Witness Name

Spencer Webster

Occupation

Lawyer

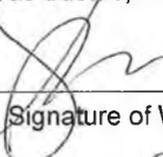
Address

Papamoa

SIGNED by **MAUREEN RIRINUI**
as trustee, in the presence of:

) 

Maureen Ririnui



Signature of Witness



Witness Name

Spencer Webster

Occupation

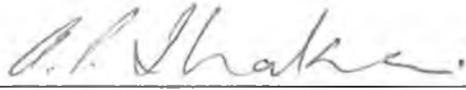
Lawyer

Address

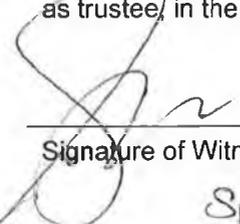
Papamoa

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SIGNED by PUHIRAKE IHAKA
as trustee, in the presence of:

} 

Puhirake Ihaka


Signature of Witness

Spencer Webster

Witness Name

Lawyer

Occupation

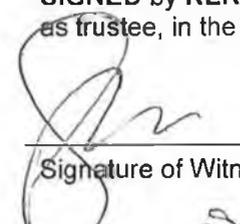
Papamoa

Address

SIGNED by KEREWAI WANAKORE
as trustee, in the presence of:

} 

Kerewai Wanakore


Signature of Witness

Spencer Webster

Witness Name

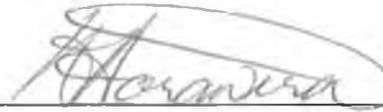
Lawyer

Occupation

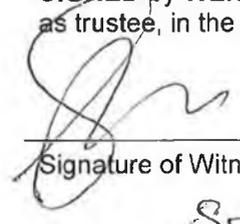
Papamoa

Address

SIGNED by WENA HARAWIRA
as trustee, in the presence of:

} 

Wena Harawira


Signature of Witness

Spencer Webster

Witness Name

Lawyer

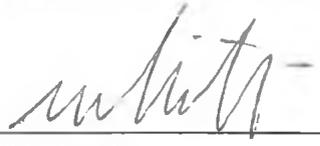
Occupation

Papamoa

Address

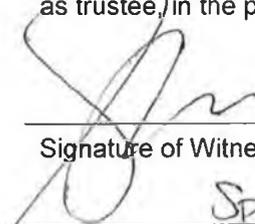
DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SIGNED by WHITI McLEOD
as trustee, in the presence of:

) 

Whiti McLeod

Signature of Witness



Spencer Webster

Witness Name

Lawyer

Occupation

Papamoa

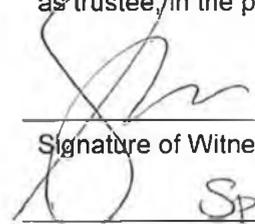
Address

SIGNED by TURI NGATAI
as trustee, in the presence of:

) 

Turi Ngatai

Signature of Witness



Spencer Webster

Witness Name

Lawyer

Occupation

Papamoa

Address

SIGNED by ANTHONY FISHER
as trustee, in the presence of:

) _____
) _____
Anthony Fisher

Signature of Witness

Witness Name

Occupation

Address

SIGNED by the trustees of the
NGĀ PŌTIKI A TAMAPAHORE TRUST

SIGNED by COLIN REEDER
as trustee, in the presence of:

Hovell

Signature of Witness

Tama Hovell

Witness Name

Solicitor

Occupation

Auckland

Address

) Colin Reeder
)
Colin Reeder

SIGNED by MATIRE DUNCAN
as trustee, in the presence of:

Hovell

Signature of Witness

Tama Hovell

Witness Name

Solicitor

Occupation

Auckland

Address

) Matire Duncan
)
Matire Duncan

SIGNED by VICTORIA KINGI
as trustee, in the presence of:

Hovell

Signature of Witness

Tama Hovell

Witness Name

Solicitor

Occupation

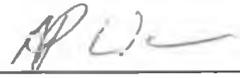
Auckland

Address

) Victoria Kingi
)
Victoria Kingi

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SIGNED by POIHAERE WALKER)
as trustee, in the presence of:)



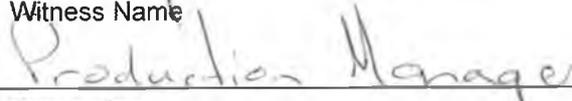
Poihaere Walker



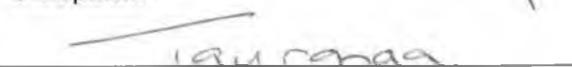
Signature of Witness



Witness Name



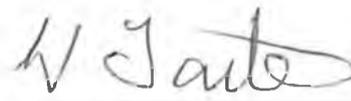
Occupation



Address



SIGNED by WAKA TAITE)
as trustee, in the presence of:)



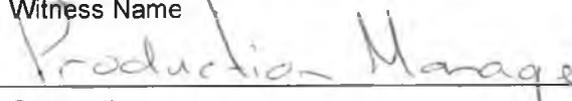
Waka Taite



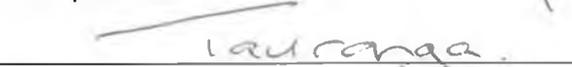
Signature of Witness



Witness Name



Occupation



Address



**SCHEDULE 1:
AMENDMENTS TO THE DEED OF SETTLEMENT**

Deed of Settlement

Current Reference	Amendment
Part 6, clause 6.1.2	Replace "\$5,900,000.00" in clause 6.1.2 with "\$5,750,000.30".
Part 6, clause 6.3	<p>Replace clause 6.3 with the following:</p> <p>"6.3 The amounts referred to in clause 6.1 and 6.2 are the financial and commercial redress amount of \$29,500,000.00 less:</p> <p>6.3.1 the on account payment referred to in clause 6.5;</p> <p>6.3.2 \$50,000, being the value of the nominated shares transferred to the Public Trust to hold on trust for the benefit of the trustees of Te Rūnanga o Ngāi Te Rangi Iwi Trust and the Ngā Pōtiki governance entity in accordance with the MRP deed recording on account arrangements; and</p> <p>6.3.3 \$149,999.70, being the value of the Genesis nominated shares transferred to the Ngāi Te Rangi governance entity in accordance with the Genesis deed recording on account arrangements."</p>
Part 6, clause 6.6	<p>Replace clause 6.6 with the following:</p> <p>"6.6 In relation to each commercial property:</p> <p>6.6.1 the property is to be as described, and to have the transfer value provided, in part 3 of the property redress schedule; and</p> <p>6.6.2 the parties are to be treated as having entered into an agreement for the sale and purchase at its transfer value, plus GST if any, on the terms in part 7 of the property redress schedule and under which, on the commercial property settlement date:</p> <p>(a) the Crown must transfer the property to the relevant governance entity; and</p> <p>(b) the relevant governance entity must pay to the Crown an amount equal to the transfer value of the property, plus GST if any, by:</p> <p>(i) bank cheque drawn on a registered bank and payable to the Crown; or</p> <p>(ii) another payment method agreed by the parties."</p>

**SCHEDULE 1:
AMENDMENTS TO THE DEED OF SETTLEMENT**

Current Reference	Amendment
Part 6, clause 6.7	<p>After clause 6.7 insert new clauses 6.7A and 6.7B as follows:</p> <p>"6.7A Each of the following commercial properties is to be leased back to the Crown, immediately after its transfer to the Ngāi Te Rangi governance entity on the terms and conditions provided by the lease for that property in part 3A of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase):</p> <p style="padding-left: 20px;">6.7A.1 Tauranga Girls' College site; and</p> <p style="padding-left: 20px;">6.7A.2 Gate Pā School site.</p> <p>6.7B The Tauranga Courthouse site is to be leased back to the Crown, immediately after its transfer to the Ngāi Te Rangi governance entity on the terms and conditions provided by the lease for that property in part 3B of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase)."</p>
Part 6, clause 6.8	<p>Replace clause 6.8 with the following:</p> <p>"6.8 The Ngāi Te Rangi governance entity intends to transfer:</p> <p style="padding-left: 20px;">6.8.1 the Te Papa properties, following settlement of those properties, to a Te Papa joint venture to be established by Ngāi Te Rangi and Ngāti Ranginui; and</p> <p style="padding-left: 20px;">6.8.2 the leaseback commercial properties described as Tauranga Girls' College site and Gate Pā School site to the Ngāti Pūkenga governance entity and the relevant hapu entity, pursuant to terms of trust or other terms the Ngāi Te Rangi governance entity agrees with the Ngāti Pūkenga governance entity and the relevant hapu entity."</p>
Part 6, clauses 6.9 to 6.11	<p>Replace "leaseback properties" with "leaseback deferred selection properties" and "leaseback property" with "leaseback deferred selection property".</p>
Part 6, clause 6.12	<p>Replace "non-leaseback property" with "non-leaseback deferred selection property".</p>
Part 6, clause 6.16	<p>Insert, after clause 6.16, new clauses 6.16A to 6.16E as follows:</p> <p>"6.16A The right of first refusal referred to in clause 6.14 will not apply to any Te Puna Katikati RFR land if that land is required as cultural redress for the settlement of historical claims under the Treaty of Waitangi.</p> <p>6.16B The settlement legislation will provide that, if clause 6.16A applies:</p> <p style="padding-left: 20px;">6.16B.1 the Minister for Treaty of Waitangi Negotiations must give notice to the RFR landowner and the Ngāi Te Rangi governance entity that such Te Puna Katikati RFR land ceases to be RFR land;</p> <p style="padding-left: 20px;">6.16B.2 notice must be given before a contract is formed; and</p>

SCHEDULE 1:
AMENDMENTS TO THE DEED OF SETTLEMENT

Current Reference	Amendment
	<p>6.16B.3 the land described in the notice ceases to be RFR land on and from the day on which the notice is given.</p> <p>6.16C Clause 6.16D applies if the Crown offers the RFR land described as NZTA property 88250053 (State Highway 29) to the Ngā Pōtiki governance entity in accordance with the RFR provisions of this deed and the draft settlement bill.</p> <p>6.16D The Crown acknowledges that in the event an RFR offer of the property referred to in clause 6.16C is accepted by the Ngā Pōtiki governance entity, the Ngā Pōtiki governance entity and the Ngāi Te Rangi governance entity have in good faith agreed that the Ngā Pōtiki governance entity will nominate a nominee to purchase that property in accordance with the settlement legislation. The Ngā Pōtiki governance entity and the Ngāi Te Rangi governance entity intend that nominee to be an entity identified jointly by them. Alternatively, if such entity is not identified jointly, the Ngā Pōtiki governance entity and the Ngāi Te Rangi governance entity agree that the Ngā Pōtiki governance entity may nominate either the Ngā Pōtiki governance entity or the Ngāi Te Rangi governance entity.</p> <p>6.16E The Ngā Pōtiki governance entity and the Ngāi Te Rangi governance entity have further agreed that in the event the Crown makes an RFR offer to the Ngā Pōtiki governance entity in relation to the property referred to in clause 6.16C, the Ngā Pōtiki governance entity will, as soon as possible following receipt of such offer, provide the Ngāi Te Rangi governance entity with a copy of the RFR offer."</p>
Part 6, clause 6.17	<p>Replace the heading before clause 6.17 and the text of clause 6.17 with the following:</p> <p>"TRANSFER OF CERTAIN COMMERCIAL PROPERTIES AND LEASEBACK DEFERRED SELECTION PROPERTIES TO RELEVANT HAPU ENTITIES</p> <p>6.17 The Crown acknowledges the intention of the Ngāi Te Rangi governance entity to transfer the commercial properties (except for the commercial leaseback properties listed in clause 6.7A) and the leaseback deferred selection properties to the relevant hapu entities, following settlement of those properties."</p>

General Matters Schedule

Current Reference	Amendment
Part 2, paragraph 2.1.2	Replace "nominated shares" with "MRP nominated shares".
Part 2, paragraph 2.1.5	After paragraph 2.1.5 insert a new paragraph 2.1.6 as follows: "2.1.6 \$5,750,000.30, being the amount of \$5,900,000 referred to

SCHEDULE 1:
AMENDMENTS TO THE DEED OF SETTLEMENT

Current Reference	Amendment
	in paragraph 2.1.5, less the amount of \$149,999.70 being the value of the Genesis nominated shares referred to in clause 6.3.3."
Part 2, paragraph 2.7	<p>Replace paragraph 2.7 with the following:</p> <p>"2.7 The interest under paragraph 2.1.5 is payable:</p> <p>2.7.1 within 10 business days from the date the draft settlement bill has been approved for introduction into the House of Representatives; and</p> <p>2.7.2 for the period:</p> <p>(a) beginning on the payment date; and</p> <p>(b) ending on 15 April 2014, being the day before the Genesis share transfer date."</p>
Part 2, paragraph 2.7	<p>Insert a new paragraph 2.7A after paragraph 2.7 as follows:</p> <p>"2.7A The interest under paragraph 2.1.6 is payable:</p> <p>2.7A.1 within 10 business days from the date the date the draft settlement bill has been approved for introduction into the House of Representatives; and</p> <p>2.7A.2 for the period:</p> <p>(a) beginning on 16 April 2014, being the Genesis share transfer date; and</p> <p>(b) ending on the day before the payment is made in accordance with clause 6.1.2."</p>
Part 6, paragraph 6.1	<p>Replace the definition of "commercial property settlement date" with a new definition as follows:</p> <p>"commercial property settlement date means:</p> <p>(a) in respect of the leaseback commercial properties, the date that is 40 business days after the date the settlement legislation comes into force; and</p> <p>(b) in respect of all other commercial properties, the date that is six months after the date the settlement legislation comes into force; and".</p>
Part 6, paragraph 6.1	Delete the definition of " deed recording on account arrangements ".
Part 6, paragraph 6.1	In paragraph (a) of the definition of " election notice ", replace "leaseback property" with "leaseback deferred selection property".
Part 6, paragraph 6.1	<p>After the definition of "general matters schedule" insert the following new definitions:</p> <p>"Genesis deed recording on account arrangements means the deed entered into by the Ngāi Te Rangi governance entity and the Crown dated 16 April 2014 providing for the transfer of the Genesis nominated shares;</p>

SCHEDULE 1:
AMENDMENTS TO THE DEED OF SETTLEMENT

Current Reference	Amendment
	<p>and</p> <p>Genesis nominated shares has the meaning given to "nominated shares" in the Genesis deed recording on account arrangements; and</p> <p>Genesis share transfer date has the meaning given to "share transfer date" in the Genesis deed recording on account arrangements; and".</p>
Part 6, paragraph 6.1	Delete the definition of " leaseback property ".
Part 6, paragraph 6.1	<p>After the definition of "land holding agency" insert the following new definitions:</p> <p>"leaseback commercial property means each property referred to in clauses 6.7A and 6.7B; and</p> <p>leaseback deferred selection property means each property described in table 4A of part 4 of the property redress schedule; and</p> <p>leaseback property means:</p> <p>(a) each leaseback commercial property; and</p> <p>(b) each leaseback deferred selection property; and".</p>
Part 6, paragraph 6.1	<p>After the definition of "month" insert the following new definitions:</p> <p>"MRP deed recording on account arrangements means the deed entered into by Te Rūnanga o Ngāi Te Rangi Iwi Trust, Ngā Potiki a Tamapahore Trust and the Crown dated 8 May 2013 providing for the transfer of the MRP nominated shares; and</p> <p>MRP nominated shares has the meaning given to "nominated shares" in the MRP deed recording on account arrangements; and".</p>
Part 6, paragraph 6.1	<p>Replace the definition "Ngā Pōtiki a Tamapahore Trust" with a new definition as follows:</p> <p>"Ngā Pōtiki a Tamapahore Trust means the trust known by that name and established by a trust deed dated 1 October 2013 to receive the settlement redress for the benefit of Ngā Pōtiki; and".</p>
Part 6, paragraph 6.1	<p>After the definition of "Ngā Pōtiki a Tamapahore Trust" insert the following new definition:</p> <p>"Ngāti Pūkenga governance entity means the trustees for the time being of Te Tāwharau o Ngāti Pūkenga Trust, in their capacity as trustees of the trust; and".</p>
Part 6, paragraph 6.1	<p>After the definition of "Ngāti Ranginui deed of settlement" insert the following new definition:</p> <p>"Ngāti Ranginui governance entity means the trustees for the time being of the Ngā Hapū o Ngāti Ranginui Settlement Trust, in their capacity as trustees of the trust; and".</p>
Part 6, paragraph 6.1	Delete the definition of " nominated shares ".

**SCHEDULE 1:
AMENDMENTS TO THE DEED OF SETTLEMENT**

Current Reference	Amendment
Part 6, paragraph 6.1	In the definition of " purchased deferred selection property " replace "leaseback property" with "leaseback deferred selection property".
Part 6, paragraph 6.1	In the definition of " relevant hapu entity " replace "leaseback property" with "leaseback deferred selection property".
Part 6, paragraph 6.1	After the definition of " tax indemnity " insert the following new definition: " Te Puna Katikati RFR land means the land described in table 2 in part 3 of the attachments".
Part 6, paragraph 6.1	In the definition of " transfer value " replace "leaseback property" with "leaseback deferred selection property".

Property Redress Schedule

Current Reference	Amendment
Part 3	Insert the properties attached as Schedule 3 to this Deed at the end of the table of commercial properties in part 3 of the Property Redress Schedule.
Part 5, paragraph 5.1	Replace the reference to "leaseback property" with "leaseback deferred selection property".
Part 5	Replace all references in part 5 to "leaseback property" with "leaseback deferred selection property". Replace all references in part 5 to "leaseback properties" with "leaseback deferred selection properties".
Part 9, paragraph 9.2	In subparagraph (a) of the definition of " arbitration meeting " replace "leaseback property" with "leaseback deferred selection property".
Part 9, paragraph 9.2	In the definition of " arbitration commencement date " replace "leaseback property" with "leaseback deferred selection property".
Part 9, paragraph 9.2	Replace the definition of " Crown leaseback " with the a new definition as follows: " Crown leaseback means, in relation to a leaseback property, the lease to be entered into by the Ngāi Te Rangi governance entity and the Crown under clause 6.7A, 6.7B or 6.10 as the case may be; and".
Part 9, paragraph 9.2	In the definition of " initial annual rent " replace "leaseback property" with "leaseback deferred selection property".
Part 9, paragraph 9.2	Delete the definition of " leaseback property ".

**SCHEDULE 1:
AMENDMENTS TO THE DEED OF SETTLEMENT**

Current Reference	Amendment
Part 9, paragraph 9.2	<p>After the definition of "initial annual rent" insert the following new definitions:</p> <p>"leaseback commercial property means each property referred to in clause 6.7A and 6.7B; and</p> <p>leaseback deferred selection property means each property referred to in clause 6.10; and</p> <p>leaseback property means:</p> <p>(a) each leaseback commercial property; and</p> <p>(b) each leaseback deferred selection property; and".</p>
Part 9, paragraph 9.2	In the definition of " market value " replace "leaseback properties" with "leaseback deferred selection properties".
Part 9, paragraph 9.2	In subparagraph (b) of the definition of " notice of interest " replace "leaseback property" with "leaseback deferred selection property".
Part 9, paragraph 9.2	In the definition of " separate valuation property " replace "leaseback properties" with "leaseback deferred selection properties".
Part 9, paragraph 9.2	In the definition of " transfer value " replace "leaseback property" with "leaseback deferred selection property".

Attachments

Current Reference	Amendment
Part 3	Replace the RFR land in part 3 of the Attachments with the RFR land set out in tables 1 and 2 in Schedule 4 of this Deed (additional properties shown in underlined text).

Documents Schedule

Current Reference	Amendment
Part 3	Insert a new part 3A after current part 3 of the Documents Schedule headed: "Lease for Ministry of Education Commercial Properties" and insert a new lease as set out in Schedule 5 of this Deed.
Part 3	Insert a new part 3B after the new part 3A of the Documents Schedule headed: "Lease for Tauranga Courthouse site" and insert a new lease as set out in Schedule 6 of this Deed.

**SCHEDULE 2:
CONSOLIDATED AMENDMENTS TO PART 6 OF THE DEED OF SETTLEMENT**

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 The Crown must pay the Ngāi Te Rangi governance entity the following amounts:
- 6.1.1 \$14,650,000, payable in accordance with clause 6.4; and
- 6.1.2 ~~\$5,750,000.30~~, ~~\$5,900,000~~, payable within 10 business days from the date the draft settlement bill has been approved for introduction into the House of Representatives.
- 6.2 The Crown must pay the Ngā Pōtiki governance entity \$3,000,000 payable in accordance with clause 6.4.
- 6.3 The amounts referred to in clause 6.1 and 6.2 are the financial and commercial redress amount of \$29,500,000.00 less:
- 6.3.1 the on account payment referred to in clause 6.5; and
- 6.3.2 \$50,000, being the value of the nominated shares transferred to the Public Trust to hold on trust for the benefit of the trustees of Te Rūnanga o Ngāi Te Rangi Iwi Trust~~Ngāi Te Rangi governance entity~~ and the Ngā Pōtiki governance entity in accordance with the MRP deed recording on account arrangements; and
- 6.3.3 \$149,999.70, being the value of the Genesis nominated shares transferred to the Ngāi Te Rangi governance entity in accordance with the Genesis deed recording on account arrangements.
- 6.4 The Crown agrees to use its best endeavours to make the payments under clauses 6.1.1 and 6.2 within five business days from the date of this deed, and in any event no later than 10 business days from the date of this deed.

ON ACCOUNT PAYMENT

- 6.5 The parties acknowledge that before the date of this deed the Crown paid \$5,900,000 to the Ngāi Te Rangi governance entity on account of the settlement.

COMMERCIAL PROPERTIES

- 6.6 In relation to each commercial property:
- 6.6.1 the property is to be as described, and to have the transfer value provided, in part 3 of the property redress schedule; and
- 6.6.2 the parties are to be treated as having entered into an agreement for the sale and purchase at its transfer value, plus GST if any, on the terms in part 7 of the

SCHEDULE 2:
CONSOLIDATED AMENDMENTS TO PART 6 OF THE DEED OF SETTLEMENT

property redress schedule and under which, on the commercial property settlement date:

- (a) the Crown must transfer the property to the relevant governance entity; and
- (b) the relevant governance entity must pay to the Crown an amount equal to the transfer value of the property, plus GST if any, by:
 - (i) bank cheque drawn on a registered bank and payable to the Crown; or
 - (ii) another payment method agreed by the parties.

6.7 The transfer of each commercial property will be subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property.

6.7A Each of the following commercial properties is to be leased back to the Crown, immediately after its transfer to the Ngāi Te Rangi governance entity on the terms and conditions provided by the lease for that property in part 3A of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase):

6.7A.1 Tauranga Girls' College site; and

6.7A.2 Gate Pā School site.

6.7B The Tauranga Courthouse site is to be leased back to the Crown, immediately after its transfer to the Ngāi Te Rangi governance entity on the terms and conditions provided by the lease for that property in part 3B of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

6.8 The Ngāi Te Rangi governance entity intends to transfer:

6.8.1 the Te Papa properties, following settlement of those properties, to a Te Papa joint venture to be established by Ngāi Te Rangi and Ngāti Ranginui; and

6.8.2 the leaseback commercial properties described as Tauranga Girls' College site and Gate Pā School site to the Ngāti Pūkenga governance entity and the relevant hapu entity, pursuant to terms of trust or other terms the Ngāi Te Rangi governance entity agrees with the Ngāti Pūkenga governance entity and the relevant hapu entity.

DEFERRED SELECTION PROPERTIES

Leaseback deferred selection properties

6.9 The Ngāi Te Rangi governance entity may, for two years after settlement date, elect to purchase the leaseback deferred selection properties described in table 4A of part 4 of the property redress schedule, on and subject to, the terms and conditions in parts 5 and 7 of the property redress schedule.

SCHEDULE 2:
CONSOLIDATED AMENDMENTS TO PART 6 OF THE DEED OF SETTLEMENT

- 6.10 The leaseback deferred selection properties are to be leased back to the Crown immediately after their purchase by the Ngāi Te Rangi governance entity. The form of lease to be entered into between the Ngāi Te Rangi governance entity and the Ministry of Education is set out in part 3 of the documents schedule. As the lease is a registrable ground lease, the Ngāi Te Rangi governance entity will be purchasing only the bare land, the ownership of the improvements remaining unaffected by the purchase.

Withdrawal of leaseback deferred selection properties

- 6.11 In the event that any of the leaseback deferred selection properties become surplus to the land holding agency's requirements, then the Crown may, at any time before the Ngāi Te Rangi governance entity has given a notice of interest in accordance with paragraph 5.2 of the property redress schedule in respect of the property, give written notice to the Ngāi Te Rangi governance entity advising it that a leaseback deferred selection property or properties are no longer available for selection by the Ngāi Te Rangi governance entity in accordance with clause 6.9. The Ngāi Te Rangi governance entity's right to purchase under clause 6.9 ceases in respect of the property on the date of receipt of the notice by the Ngāi Te Rangi governance entity under this clause. To avoid doubt, the Ngāi Te Rangi governance entity will continue to have a right of first refusal in relation to the leaseback deferred selection properties in accordance with clause 6.14.

Non-leaseback deferred selection property

- 6.12 The Ngā Pōtiki governance entity may, for two years after settlement date, elect to purchase the deferred selection property described as Bell Road / Railway, Papamoa in table 4B of part 4 of the property redress schedule, on and subject to, the terms and conditions in parts 6 and 7 of the property redress schedule.

SETTLEMENT LEGISLATION

- 6.13 The settlement legislation will, on the terms provided by part 3 of the draft settlement bill, enable the transfer of the deferred selection properties and the commercial properties.

RFR FROM THE CROWN

- 6.14 The relevant governance entity is to have a right of first refusal in relation to a disposal by the Crown of RFR land that on the settlement date:

6.14.1 is vested in the Crown;

6.14.2 the fee simple for which is held by the Crown; or

6.14.3 is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on application of section 25 or 27 of the Reserves Act 1977, revert in the Crown.

- 6.15 The right of first refusal is:

6.15.1 to be on the terms provided by part 3 of the draft settlement bill; and

SCHEDULE 2:
CONSOLIDATED AMENDMENTS TO PART 6 OF THE DEED OF SETTLEMENT

6.15.2 in particular, to apply:

- (a) for a term of 174 years from the settlement date; but
- (b) only if the RFR land is not being disposed of in the circumstances provided by sections 78 to 84 of the draft settlement bill.

6.16 The parties acknowledge that it is the intention of Ngāi Te Rangī and Ngā Pōtiki to deal directly with Housing New Zealand with regard to a right of first refusal over its properties.

6.16A The right of first refusal referred to in clause 6.14 will not apply to any Te Puna Katikati RFR land if that land is required as cultural redress for the settlement of historical claims under the Treaty of Waitangi.

6.16B The settlement legislation will provide that, if clause 6.16A applies:

6.16B.1 the Minister for Treaty of Waitangi Negotiations must give notice to the RFR landowner and the Ngāi Te Rangī governance entity that such Te Puna Katikati RFR land ceases to be RFR land;

6.16B.2 notice must be given before a contract is formed; and

6.16B.3 the land described in the notice ceases to be RFR land on and from the day on which the notice is given.

6.16C Clause 6.16D applies if the Crown offers the RFR land described as NZTA property 88250053 (State Highway 29) to the Ngā Pōtiki governance entity in accordance with the RFR provisions of this deed and the draft settlement bill.

6.16D The Crown acknowledges that in the event an RFR offer of the property referred to in clause 6.16C is accepted by the Ngā Pōtiki governance entity, the Ngā Pōtiki governance entity and the Ngāi Te Rangī governance entity have in good faith agreed that the Ngā Pōtiki governance entity will nominate a nominee to purchase that property in accordance with the settlement legislation. The Ngā Pōtiki governance entity and the Ngāi Te Rangī governance entity intend that nominee to be an entity identified jointly by them. Alternatively, if such entity is not identified jointly, the Ngā Pōtiki governance entity and the Ngāi Te Rangī governance entity agree that the Ngā Pōtiki governance entity may nominate either the Ngā Pōtiki governance entity or the Ngāi Te Rangī governance entity.

6.16E The Ngā Pōtiki governance entity and the Ngāi Te Rangī governance entity have further agreed that in the event the Crown makes an RFR offer to the Ngā Pōtiki governance entity in relation to the property referred to in clause 6.16C, the Ngā Pōtiki governance entity will, as soon as possible following receipt of such offer, provide the Ngāi Te Rangī governance entity with a copy of the RFR offer.

TRANSFER OF CERTAIN COMMERCIAL PROPERTIES AND LEASEBACK DEFERRED SELECTION PROPERTIES TO RELEVANT HAPU ENTITIES

6.17 The Crown acknowledges the intention of the Ngāi Te Rangī governance entity to transfer the commercial properties (except for the commercial leaseback properties listed in clause 6.7A) and the leaseback deferred selection properties to the relevant hapu entities, following settlement of those properties.

**SCHEDULE 3:
PROPERTIES TO BE INSERTED IN PART 3 OF THE PROPERTY REDRESS SCHEDULE**

Address	Description	Encumbrances	Transfer value	Land holding agency	Relevant governance entity	Relevant hapu entity
<u>Tauranga Courthouse site 46 Cameron Road Tauranga (land only)*</u>	<p><u>0.2818 hectares, more or less, being Lots 1 and 2 DP 30396. All computer interest register 486040 (limited as to parcels). Subject to survey.</u></p> <p><u>0.4486 hectares, more or less, being Lot 1 DPS 56643. All computer freehold register SA47A/511.</u></p>	<p><u>Subject to Certificate 8571042.1 pursuant to section 75(2) Building Act 2004.</u></p> <p><u>Subject to and together with the right of way easements created by Transfer H982349.5 (affects Lot 2 DP 30396).</u></p> <p><u>Interests that affect SA47A.511.</u></p> <p><u>Subject to section 3 Petroleum Act 1937. Subject to section 8 Atomic Energy Act 1945.</u></p> <p><u>Subject to section 3 Geothermal Act 1953.</u></p> <p><u>Subject to sections 6 and 8 Mining Act 1971.</u></p> <p><u>Subject to Sections 5 and 261 Coal Mines Act 1979.</u></p> <p><u>Together with the right of way easement specified in easement certificate H982349.2.</u></p>	<p><u>Transfer value: \$6,650,000</u></p> <p><u>Initial annual rent: \$406,315</u></p>	<u>Ministry of Justice</u>	<u>Ngāi Te Rangi governance entity</u>	<u>Ngati He Hapu Trust, Ngai Tukairangi Hapu Trust and Ngati Tapu Hapu Trust (refer clause 6.17)</u>

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 3:
PROPERTIES TO BE INSERTED IN PART 3 OF THE PROPERTY REDRESS SCHEDULE

Address	Description	Encumbrances	Transfer value	Land holding agency	Relevant governance entity	Relevant hapu entity
Tauranga Girls' College site 930 Cameron Road Gate Pā Tauranga (land only)*	<p><u>9.6192 hectares, more or less, being Lot 1 DPS 79622 and Lot 2 DPS 79724. All computer freehold register SA63C/878.</u></p> <p><u>0.1103 hectares, more or less, being Part Lot 7 DP 11061. All Proclamation S240259.</u></p> <p><u>0.1260 hectares, more or less, being Part Lot 7 DP 11061. Balance computer freehold register SA852/282. Subject to survey.</u></p> <p><u>0.7262 hectares, more or less, being Lots 4, 5 and 6 DP 11061. All Gazette Notice S651104.</u></p> <p><u>0.2264 hectares, more or less, being Lot 8 DP 11061. All Proclamation S200483.</u></p>	<p><u>Subject to land covenant in Transfer B482654.2</u></p> <p><u>Subject to section 241(2) Resource Management Act 1991 (affects Lot 2 DPS 79724).</u></p>	<p><u>Transfer value: \$5,600,000</u></p> <p><u>Initial annual rent: \$336,000</u></p>	Ministry of Education	Ngāi Te Rangi governance entity	Ngati He Hapu Trust (refer to clause 6.8)

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 3:
PROPERTIES TO BE INSERTED IN PART 3 OF THE PROPERTY REDRESS SCHEDULE

<u>Address</u>	<u>Description</u>	<u>Encumbrances</u>	<u>Transfer value</u>	<u>Land holding agency</u>	<u>Relevant governance entity</u>	<u>Relevant hapu entity</u>
<u>Gate Pā School site</u> <u>900 Cameron Road</u> <u>Tauranga (land only)*</u>	<u>2.9025 hectares</u> , approximately, being <u>Part Section 3 Block X Tauranga Survey District</u> . <u>Balance Gazette Notice H463108</u> . <u>Subject to survey.</u>	<u>Nil</u>	<u>Transfer value:</u> <u>\$1.680.000</u> <u>Initial annual rent:</u> <u>\$100.800</u>	<u>Ministry of Education</u>	<u>Ngāi Te Rangi governance entity</u>	<u>Ngati He Hapu Trust (refer to clause 6.8)</u>
<u>22-24 Waterford Road</u>	<u>0.2595 hectares</u> , more or less, being <u>Allotment 87 Tahawai Parish and Part Lot 163 DP 67</u> . All computer freehold register <u>238346</u> .	<u>Subject to:</u> <ul style="list-style-type: none"> • <u>an unregistered deed of lease to TMIC Leasing Company Limited (the unregistered lease); and</u> • <u>an existing lease referred to in the unregistered lease, if the existing lease is in force on the commercial property settlement date.</u> 	<u>\$175.988</u>	<u>Ministry of Justice (Office of Treaty Settlements)</u>	<u>Ngāi Te Rangi governance entity</u>	<u>Ngai Tamawhariua ki Katikati Trust</u>
<u>41 Beach Road</u>	<u>0.6827 hectares</u> , more or less, being <u>Part Lot 3 DP 17211</u> . All Transfer <u>6960703.2</u> . <u>Subject to survey</u>		<u>\$263.982</u>	<u>Ministry of Justice (Office of Treaty Settlements)</u>	<u>Ngāi Te Rangi governance entity</u>	<u>Ngai Tamawhariua ki Katikati Trust</u>
<u>5 Church Street</u>	<u>0.1880 hectares</u> , more or less, being <u>Section 3 SO 23416/4</u> . <u>Part Gazette Notice H464848</u> .		<u>\$34.432</u>	<u>Ministry of Justice (Office of Treaty Settlements)</u>	<u>Ngāi Te Rangi governance entity</u>	<u>Ngai Tamawhariua ki Katikati Trust</u>

SCHEDULE 3:
 PROPERTIES TO BE INSERTED IN PART 3 OF THE PROPERTY REDRESS SCHEDULE

<u>Address</u>	<u>Description</u>	<u>Encumbrances</u>	<u>Transfer value</u>	<u>Land holding agency</u>	<u>Relevant governance entity</u>	<u>Relevant hapu entity</u>
37 Park Road	0.0999 hectares, more or less, being Lot 3 DP 31304. All computer freehold register 445752.		\$183,640	Ministry of Justice (Office of Treaty Settlements)	Ngāi Te Rangī governance entity	Ngai Tamawhariua ki Katikati Trust

* Indicates the property is a leaseback property

Note: All transfer values and initial annual rents are set out on a plus GST (if any) basis.

SCHEDULE 4:
REPLACEMENT PART 3 OF THE ATTACHMENTS

3. RFR LAND

Table 1

Property Name / Address	Legal Description - All South Auckland Land District	Land holding agency	Relevant governance entity
<u>Mauao Recreation Reserve</u>	<u>5.1500 hectares, more or less, being Section 19 Block VI Tauranga Survey District. All computer freehold register SA61D/711.</u>	<u>Tauranga District Council (Crown reversionary interest)</u>	<u>Ngāi Te Rangī Settlement Trust</u>
<u>Mt Maunganui Police Station</u> <u>6 Salisbury Avenue</u> <u>Mount Maunganui</u>	<u>0.1414 hectares, approximately, being Part Section 4 Block VII Tauranga Survey District. Balance Proclamation 9866.</u> <u>0.0122 hectares, approximately, being Part Section 4 Block VII Tauranga Survey District. Balance Proclamation S8757.</u>	<u>New Zealand Police</u>	<u>Ngāi Te Rangī Settlement Trust</u>
<u>Papamoa Police Station</u> <u>530 Papamoa Beach Road</u> <u>Papamoa</u>	<u>0.0822 hectares, more or less, being Lot 4 DPS 8369.</u> <u>All computer freehold register SA2B/1145.</u>	<u>New Zealand Police</u>	<u>Ngā Pōtiki a Tamapahore Trust</u>
Community Probation Centre 65 St John Street Tauranga	0.1011 hectares, more or less, being Allotment 471 Section 2 Town of Tauranga. All computer freehold register SA51C/76	Department of Corrections	Ngāi Te Rangī Settlement Trust
Army house and vacant land 39 Greerton Road Tauranga	0.1016 hectares, more or less, being Section 1 SO 58996. All computer freehold register SA50C/48.	New Zealand Defence Force	Ngāi Te Rangī Settlement Trust
2 Miro Street Mount Maunganui	0.2304 hectares, more or less, being Lots 19, 20 and 21 DP 35813. All computer freehold register SA27C/108.	Bay of Plenty District Health Board	Ngāi Te Rangī Settlement Trust

DEED TO PURCHASER NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 4:
REPLACEMENT PART 3 OF THE ATTACHMENTS

Property Name / Address	Legal Description - All South Auckland Land District	Land holding agency	Relevant governance entity
31 Eighteenth Avenue Tauranga	0.0693 hectares, more or less, being Lot 68 DPS 8085. All computer freehold register SA2A/1220.	Bay of Plenty District Health Board	Ngāi Te Rangi Settlement Trust
Arataki School Kaimanawa Street Arataki	2.3127 hectares, more or less, being Part Lot 5 DP 30237 and Lots 70 and 71 DPS 1228. All Proclamation S116074.	Ministry of Education	Ngā Pōtiki a Tamapahore Trust
Matua Primary School Levers Road Matua Tauranga	2.1651 hectares, more or less, being Part Lot 1 DP 18965. All computer freehold register SA47B/772.	Ministry of Education	Ngāi Te Rangi Settlement Trust
Papamoa School 312 Dickson Road Papamoa Beach	2.5480 hectares, more or less, being Part Lot 3 DPS 1560. All Gazette notice H059611.	Ministry of Education	Ngā Pōtiki a Tamapahore Trust
Tahatai Coast School 45 Evans Road Papamoa	2.7000 hectares, more or less, being Lot 1 DPS 78496. All computer freehold register SA62B/182. 0.5270 hectares, more or less, being Section 1 SO 60557. All computer freehold register SA62D/85.	Ministry of Education	Ngā Pōtiki a Tamapahore Trust
Te Akau ki Papamoa Primary School 29 Doncaster Drive Papamoa Beach	2.2367 hectares, more or less, being Lot 163 DPS 41395. All Gazette notice H728630.	Ministry of Education	Ngā Pōtiki a Tamapahore Trust
Golden Sands School 80 Wairakei Avenue Papamoa Beach	3.3500 hectares, more or less, being Lot 364 DPS 86327. All computer freehold register SA68C/191.	Ministry of Education	Ngā Pōtiki a Tamapahore Trust
Papamoa College 151 Doncaster Drive Papamoa	7.3696 hectares, more or less, being Part Lot 3 DPS 88154. Balance computer freehold register SA69D/514.	Ministry of Education	Ngā Pōtiki a Tamapahore Trust

DEED TO END NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 4:
REPLACEMENT PART 3 OF THE ATTACHMENTS

Property Name / Address	Legal Description - All South Auckland Land District	Land holding agency	Relevant governance entity
Mount Maunganui Intermediate Lodge Avenue Mount Maunganui	4.4363 hectares, approximately, being Part Lot 1 DP 30216 and Part Lot 3 DPS 1500. All Proclamation S171842.	Ministry of Education	Ngāi Te Rangi Settlement Trust
Mount Maunganui School Orkney Road Mount Maunganui	1.6849 hectares, approximately, being Lots 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, and 75 and Part Lots 39 and 64 DPS 725. All computer interest register 414948. 0.0253 hectares, more or less, being Lot 43 DPS 725. All computer interest register 447195.	Ministry of Education	Ngāi Te Rangi Settlement Trust
Welcome Bay School 309 Welcome Bay Road Welcome Bay	3.5522 hectares, more or less, being Lot 31 DPS 24042. All <i>Gazette</i> notice H198851.	Ministry of Education	Ngāi Te Rangi Settlement Trust
Te Kura Kaupapa Maori o Otepou 759 Welcome Bay Road Tauranga	1.6187 hectares, approximately, being Part Papamoa 2 Section 2B1. Part <i>Gazette</i> 1969 page 2158.	Ministry of Education	Ngā Pōtiki a Tamapahore Trust
Maungatapu School 164 Maungatapu Road Tauranga	1.2141 hectares, approximately, being Part Maungatapu 1. All Proclamation 2999. 0.9500 hectares, more or less, being Lots 34, 35 and 36 DPS 10242. Balance <i>Gazette</i> notice S346007. 0.7987 hectares, more or less, being Maungatapu 1D2B3A. All Proclamation S153940.	Ministry of Education	Ngāi Te Rangi Settlement Trust
Te Kura o Matapihi 398 Matapihi Road Tauranga	1.2070 hectares, approximately, being Part Hungahungatoroa 1 and 2. Balance computer interest register 516790. 1.4569 hectares, approximately, being Part Hungahungatoroa 1B and 2 and Part Matapihi 1A3D8. Part <i>Gazette</i> notice K29990.	Ministry of Education	Ngāi Te Rangi Settlement Trust

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 4:
REPLACEMENT PART 3 OF THE ATTACHMENTS

Property Name / Address	Legal Description - All South Auckland Land District	Land holding agency	Relevant governance entity
Te Kura o te Moutere o Matakana 183 Opureora Road Tauranga	2.0234 hectares, approximately, being Part Opureora. All Transfer 20323. 0.1351 hectares, approximately, being Part Umuhapuku 2A. Balance Proclamation 7760. 2.4281 hectares, approximately, being Section 1 Block II Tauranga Survey District. All Gazette notice S105624.	Ministry of Education	Ngāi Te Rangi Settlement Trust
<u>Mount Maunganui College</u> <u>Maunganui Road</u> <u>Mount Maunganui</u>	<u>8.3588 hectares, approximately, being Part Lot 2 DP 31875 and Lot 1 DPS 54627.</u> <u>Balance Proclamation S86416.</u>	<u>Ministry of Education</u>	<u>Ngāi Te Rangi Settlement Trust</u>
<u>Omanu Primary School</u> <u>Tui Street</u> <u>Mount Maunganui</u>	<u>2.5986 hectares, approximately, being Lots 205 and 232 DPS 904.</u> <u>Balance Proclamation S32236.</u> <u>0.0809 hectares, more or less, being Lot 206 DPS 904.</u> <u>All computer freehold register SA43C/391.</u>	<u>Ministry of Education</u>	<u>Ngāi Te Rangi Settlement Trust</u>
<u>Selwyn Ridge Primary School</u> <u>20 Holmburn Street</u> <u>Tauranga</u>	<u>2.2510 hectares, more or less, being Lot 1 DPS 27302.</u> <u>All Gazette notice H278643.</u> <u>0.2296 hectares, more or less, being Part Section 15 Block XV Tauranga Survey District.</u> <u>All Gazette notice H310410.</u>	<u>Ministry of Education</u>	<u>Ngāi Te Rangi Settlement Trust</u>
Te Hono / Taipari Street Tauranga (Property ID 88250005 and 250006)	0.4150 hectares, more or less, being Part Maungatapu B and 1K2A. Balance Gazette notice S417713.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
16 Hull Road Mount Maunganui (Property ID 88250012)	0.4047 hectares, more or less, being Section 83 Block VII Tauranga Survey District. All computer freehold register 584632.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust

DEED TO END NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 4:
REPLACEMENT PART 3 OF THE ATTACHMENTS

Property Name / Address	Legal Description - All South Auckland Land District	Land holding agency	Relevant governance entity
Corner of Hewletts Road & MacDonald St Tauranga (Property ID 88250015)	0.3570 hectares, more or less, being Part Lot 1 DPS 9688. Part <i>Gazette</i> notice B163735.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
Hewletts Road Mount Maunganui (Property ID 88250017)	0.6642 hectares, approximately, being Part Whareroa 2B. Part <i>Gazette</i> notice B163735.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
Newton Street Mount Maunganui (Property ID 88250022)	1.0158 hectares, more or less, being Lot 8 DPS 25277. All <i>Gazette</i> notice H512625. 0.3680 hectares, approximately, being Part Lot 1 DPS 793. Part <i>Gazette</i> notice B163735.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
Newton Street Mount Maunganui (Property ID 88250023)	1.2848 hectares, more or less, being Parts Whareroa 2J2. Part <i>Gazette</i> notice B163735.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
State Highway 29 Mount Maunganui (Property ID 88250053)	6.9650 hectares, more or less, being Part Section 5 Block XI Tauranga Survey District, Part Papamoa 2 Section 11B, and Part Wharawhara 2. Part <i>Gazette</i> notice B163735.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
MacDonald Street Mount Maunganui (Property ID 88250080)	0.9176 hectares, more or less, being Lot 1 DPS 81495. All computer freehold register SA63B/561.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
State Highway 2 Katikati (Property ID 88250097)	0.2582 hectares, more or less, being Part Lot 2 DP 14325. Part <i>Gazette</i> notice S291001.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 4:
REPLACEMENT PART 3 OF THE ATTACHMENTS

Property Name / Address	Legal Description - All South Auckland Land District	Land holding agency	Relevant governance entity
State Highway 2 Te Puke (Property ID 88250125)	0.2931 hectares, approximately, being Part Rangiuuru 2B1. Part Proclamation S189025	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
Athenree Road Intersection Waihi-Tauranga (Property ID 88250150)	0.1874 hectares, more or less, being Part Allotment 94 Katikati Parish. Part <i>Gazette</i> notice S339966.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
NZ Railway Reserve Katikati (Property ID 88250166)	0.3194 hectares, more or less, being Parts Lot 1 DPS 18155, Part Allotment 52 and Parts Allotment 115 Tahawai Parish. All <i>Gazette</i> notice B298084.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
56 Luculia Drive Mount Maunganui (Property ID 88250238)	0.0512 hectares, more or less, being Lot 2 DPS 73505. All <i>Gazette</i> notice B442256.1.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
52 Luculia Drive Mount Maunganui (Property ID 88250240)	0.0494 hectares, more or less, being Lot 2 DPS 73503. All <i>Gazette</i> notice B442256.2.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
54 Luculia Drive Mount Maunganui (Property ID 88250242)	0.0601 hectares, more or less, being Lot 53 DPS 70217. All <i>Gazette</i> notice B442256.3.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
989 Main Road Tauranga (Property ID 88250258)	0.3121 hectares, more or less, being Lot 25 DPS 79245. All <i>Gazette</i> notice B534594.3.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust

DEED TO END NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 4:
REPLACEMENT PART 3 OF THE ATTACHMENTS

Property Name / Address	Legal Description - All South Auckland Land District	Land holding agency	Relevant governance entity
State Highway 29 Hull Road Mount Maunganui (Property ID 88250278)	0.0848 hectares, more or less, being Section 1 SO 329078. All computer freehold register 605902.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
765 State Highway 2 Te Puke (Property ID 88250283)	5.4943 hectares, more or less, being Lot 2 DPS 7919. All <i>Gazette</i> notice B608236.2. 1.9687 hectares, more or less, being Part Lot 1 DPS 7919. All <i>Gazette</i> notice B608236.1.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
15 Henry Road Katikati (Property ID 88250284)	0.4510 hectares, more or less, being Sections 1 and 2 SO 23764/1. All <i>Gazette</i> notice B616919.1. 2.0904 hectares, more or less, being Lot 1 DPS 33673. All <i>Gazette</i> notice B616919.2. 2.9505 hectares, more or less, being Lot 1 DPS 30921. All <i>Gazette</i> notice B616919.3.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
719 State Highway 2 Paengaroa (Property ID 88250287)	3.6700 hectares, more or less, being Lot 2 DPS 29059. All <i>Gazette</i> notice B609054.1.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
763 State Highway 2 Te Puke (Property ID 88250288)	4.0300 hectares, more or less, being Lot 1 DPS 29059. All <i>Gazette</i> notice B613736.1.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
State Highway 2/ Domain Road Tauranga (Property ID 88250305)	1/10th share in fee simple estate being 2.4037 hectares, more or less, being Lot 2 DPS 45418 and Lot 1 DPS 54583 and leasehold estate being Flat 2 DPS 59033. All composite computer register SA48A/55. 9/10th share in fee simple estate being 2.4037 hectares, more or less, being Lot 2 DPS 45418 and Lot 1 DPS 54583 and leasehold estate being Shop 1 DPS 56025. All composite computer register SA46D/154.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 4:
REPLACEMENT PART 3 OF THE ATTACHMENTS

Property Name / Address	Legal Description - All South Auckland Land District	Land holding agency	Relevant governance entity
Papamoa Beach Rd Te Puke (Property ID 88250308)	3.0770 hectares, more or less, being Lot 1 DPS 60939. All computer freehold register SA50B/8.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
735 State Highway 2 Tauranga (Property ID 88250311)	1.0825 hectares, more or less, being Part Lot 1 DPS 4431. All computer freehold register SA1B/953.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
224 Tara Road Papamoa (Property ID 88250544)	1.0090 hectares, more or less, being Lot 4 DPS 54529. All computer freehold register SA45C/445.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
Tara Road Tauranga (Property ID 88250548)	0.5439 hectares, more or less, being Part Lot 1 DP 11789. All computer freehold register SA46C/382.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
208 Domain Road Tauranga (Property ID 88250549)	0.9595 hectares, more or less, being Lot 1 DPS 45418. All computer freehold register SA40B/388.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
1149 Bell Road Tauranga (Property ID 88250600)	13.6788 hectares, more or less, being Section 4 SO 410937. All computer interest register 448411.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
502 Bell Road Tauranga (Property ID 88250601)	15.2480 hectares, more or less, being Lot 1 DPS 61810. All computer freehold register SA50B/726.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
1265 State Highway 2 Te Puke (Property ID 88250602)	27.2341 hectares, more or less, being Part Lot 2 DPS 84304. Balance computer freehold register SA66D/189.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

**SCHEDULE 4:
REPLACEMENT PART 3 OF THE ATTACHMENTS**

Property Name / Address	Legal Description - All South Auckland Land District	Land holding agency	Relevant governance entity
819 State Highway 2 Tauranga (Property ID 88250608)	0.1293 hectares, more or less, being Lot 66 DPS 70217. All computer interest register 473776.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
65 Tara Road Papamoa (Property ID 88250609)	7.8312 hectares, more or less, being Section 27 SO 457368. All computer freehold register 607732.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
Tara Road Tauranga (Property ID 88250614)	18.4242 hectares, more or less, being Section 28 SO 457368. All computer freehold register 622081.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
251 Bell Road Papamoa (Property ID 88250617)	0.8969 hectares, more or less, being Section 10 SO 436296. All computer freehold register 561798. 6.0503 hectares, more or less, being Section 11 SO 436296. All computer freehold register 563055.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
285 Bell Road Te Puke (Property ID 88250620)	18.6431 hectares, more or less, being Sections 4 and 27 SO 427562. All computer freehold register 625026.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
1149L Bell Road Papamoa (Property ID 88250622)	12.1107 hectares, more or less, being Section 2 SO 465254. All computer freehold register 642577. 21.7659 hectares, more or less, being Section 10 SO 458365. All computer freehold register 606875. 6.9201 hectares, more or less, being Lot 3 DPS 10111. All computer freehold register SA54B/213. 2.0442 hectares, more or less, being Lot 1 DPS 66482. All computer freehold register SA55D/715.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 4:
REPLACEMENT PART 3 OF THE ATTACHMENTS

Property Name / Address	Legal Description - All South Auckland Land District	Land holding agency	Relevant governance entity
Corner of Hewletts Road & McDonald Street Mount Maunganui (Property ID 88250623)	0.2474 hectares, more or less, being Section 15 SO 385458. All computer freehold register 427949.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
Tara and Domain Roads Tauranga (Property ID 88250631)	3.9542 hectares, more or less, being Section 23 SO 457368. All computer freehold register 607327.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
910 State Highway 2 Katikati (Property ID 88250634)	0.0481 hectares, more or less, being Part Allotment 62 Tahawai Parish. Part <i>Gazette</i> notice S291001.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
805 State Highway 2 Tauranga (Property ID 88250662)	1.5439 hectares, more or less, being Lot 9 DPS 7337. All computer freehold register SA1D/1214.	New Zealand Transport Agency	Ngā Pōtiki a Tamapahore Trust
State Highway 29 Mount Maunganui (Property ID 88250663)	0.4538 hectares, more or less, being Part Section 9 Block XI Tauranga Survey District. Part <i>Gazette</i> notice B163735.	New Zealand Transport Agency	Ngāi Te Rangi Settlement Trust
<u>Tara Road</u> <u>Papamoa</u> (Property ID 88250631)	<u>10.3030 hectares, more or less, being Section 24 SO 457368.</u> <u>All computer interest register 607735.</u>	<u>New Zealand Transport Agency</u>	<u>Ngā Pōtiki a Tamapahore Trust</u>
<u>Tara Road</u> <u>Papamoa</u> (Property ID 88250631)	<u>16.8511 hectares, more or less, being Section 25 SO 457368.</u> <u>All computer interest register 607737.</u>	<u>New Zealand Transport Agency</u>	<u>Ngā Pōtiki a Tamapahore Trust</u>

SCHEDULE 4:
REPLACEMENT PART 3 OF THE ATTACHMENTS

Property Name / Address	Legal Description - All South Auckland Land District	Land holding agency	Relevant governance entity
<u>Tara Road Papamoa</u> (Property ID 88250631)	<u>9.1145 hectares, more or less, being Section 26 SO 457368.</u> <u>All computer interest register 607736.</u>	<u>New Zealand Transport Agency</u>	<u>Ngā Pōtiki a Tamapahore Trust</u>
<u>Tara Road Papamoa</u> (Property ID 88250631)	<u>0.2267 hectares, more or less, being Section 32 SO 457368.</u> <u>All computer freehold register 607738.</u>	<u>New Zealand Transport Agency</u>	<u>Ngā Pōtiki a Tamapahore Trust</u>

SCHEDULE 4:
REPLACEMENT PART 3 OF THE ATTACHMENTS

Table 2: Te Puna Katikati RFR land

Address	Description	Land holding agency	Relevant governance entity
<u>Katikati College</u> <u>Beach Road</u> <u>Katikati</u>	<u>4.8165, more or less, being Part Allotment 47 Tahawai Parish.</u> <u>All computer freehold register SA906/296</u> <u>1.2141 hectares, more or less, being Lot 1 DP 17211.</u> <u>All Gazette notice S214440.</u> <u>1.6139 hectares, more or less, being Lot 26 DP 36389.</u> <u>All Gazette notice S162444.</u> <u>0.2092 hectares, more or less, being Part Allotment 47 Tahawai Parish.</u> <u>All Gazette notice S376420.</u>	<u>Ministry of Education</u>	<u>Ngāi Te Rangi Settlement Trust</u>
<u>Kaimai Mamaku</u> <u>Conservation Park</u> <u>(Part)</u>	<u>243.1149 hectares, more or less, being Section 28 Block IV and Section 82 Block VIII Katikati Survey District.</u> <u>Part Gazette 1975 p2328.</u>	<u>Department of Conservation</u>	<u>Ngāi Te Rangi Settlement Trust</u>
<u>28 Henry Road</u> <u>Katikati</u> <u>(Property ID 88250122)</u>	<u>2.4534 hectares, more or less, being Part Lot 2 DP 8256.</u> <u>All Gazette notice H869525.</u>	<u>New Zealand Transport Agency</u>	<u>Ngāi Te Rangi Settlement Trust</u>
<u>Henry Road</u> <u>Katikati</u> <u>(Property ID 88250236)</u>	<u>1.4288 hectares, more or less, being Section 1 SO 53139, Sections 4 and 5 SO 23764/1, and Section 4 SO 25382.</u> <u>All Gazette notice B364989.</u>	<u>New Zealand Transport Agency</u>	<u>Ngāi Te Rangi Settlement Trust</u>
<u>State Highway 2</u> <u>Katikati</u> <u>(Property ID 88250584)</u>	<u>0.3138 hectares, more or less, being Sections 4 and 6 SO 391535.</u> <u>Part computer interest register 387061.</u>	<u>New Zealand Transport Agency</u>	<u>Ngāi Te Rangi Settlement Trust</u>
<u>24 Rawaka Drive</u> <u>Katikati</u> <u>(Property ID 88250605)</u>	<u>3.5628 hectares, more or less, being Section 1 SO 459027.</u> <u>All computer freehold register 607320.</u>	<u>New Zealand Transport Agency</u>	<u>Ngāi Te Rangi Settlement Trust</u>

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 4:
REPLACEMENT PART 3 OF THE ATTACHMENTS

Address	Description	Land holding agency	Relevant governance entity
<u>26 Henry Road</u> <u>Katikati</u> (Property ID 88250117)	<u>0.1088 hectares, more or less, being Part Allotment 56 Tahawai Parish.</u> <u>All Gazette notice H952331.</u>	<u>New Zealand Transport Agency</u>	<u>Ngāi Te Rangī Settlement Trust</u>
<u>Katikati North Road</u> <u>(State Highway 2)</u> (Property ID 16646)	<u>0.4030 hectares, more or less, being Sections 2 and 3 SO 467086.</u> <u>Part Gazette notice H464848.</u>	<u>Land Information New Zealand</u>	<u>Ngāi Te Rangī Settlement Trust</u>

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

3A: LEASE FOR MINISTRY OF EDUCATION COMMERCIAL
PROPERTIES

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 115 Land Transfer Act 1952)

BARCODE

Land registration district

[]

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

[]

[]

[]

Lessor

[]

Lessee

HER MAJESTY THE QUEEN for education purposes

Estate or interest

Insert e.g. Fee simple; Leasehold in Lease No. etc.

Fee Simple

Lease Memorandum Number *(if applicable)*

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

If required, set out the terms of lease in Annexure Schedules

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

Form F *continued*

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

Attestation

Signature of the Lessor []	Signed in my presence by the Lessor _____ <i>Signature of Witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed):</i> Witness name Occupation Address
Signature of the Lessor []	Signed in my presence by the Lessor _____ <i>Signature of Witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed):</i> Witness name Occupation Address
Signature of the Lessor []	Signed in my presence by the Lessor _____ <i>Signature of Witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed):</i> Witness name Occupation Address
Signature of the Lessor []	Signed in my presence by the Lessor _____ <i>Signature of Witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed):</i> Witness name Occupation Address

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

Form F *continued*

Signature of the Lessor []	Signed in my presence by the Lessor _____ <i>Signature of Witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed):</i> Witness name Occupation Address
Signature of the Lessor []	Signed in my presence by the Lessor _____ <i>Signature of Witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed):</i> Witness name Occupation Address
Signature of the Lessor []	Signed in my presence by the Lessor _____ <i>Signature of Witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed):</i> Witness name Occupation Address
Signature of the Lessor []	Signed in my presence by the Lessor _____ <i>Signature of Witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed):</i> Witness name Occupation Address

DEED TO AMEND NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

Form F *continued*

Signature of the Lessee	Signed in my presence by the Lessee
	<i>Signature of Witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed):</i>
Signed for and on behalf of HER MAJESTY THE QUEEN as Lessee by [] acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:	Witness name Occupation Address

Certified correct for the purposes of the land Transfer Act 1952

--

Solicitor for the Lessee

* The specified consent form must be used for the consent of any mortgagees of the estate or interest to be leased.

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

Form F *continued*

Annexure Schedule

Page 1 of 19 Pages

Insert instrument type

Lease Instrument

BACKGROUND

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between **[insert name of claimant group]** and the Crown, under which the parties agreed to transfer the Land to **[insert name of post-settlement governance entity]** and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

SCHEDULE A

ITEM 1 THE LAND

[insert full legal description - note that improvements are excluded].

ITEM 2 START DATE

[insert start date].

ITEM 3 ANNUAL RENT

[insert agreed rent] plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.

All signing parties and either their witnesses or solicitors must either sign or initial this box

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

Form F *continued*

Annexure Schedule

Page 2 of 19 Pages

Insert instrument type

Lease Instrument

- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).
- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each with the first renewal date being the 21st anniversary of the Start Date, and then each subsequent renewal date being each 21st anniversary after that date.

ITEM 8 RENT REVIEW DATES

The 7th anniversary of the Start Date and each subsequent 7th anniversary after that date.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 and including the following existing improvements: ***[List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].***

[]

The above information is taken from the Lessee's records as at []. A site inspection was not undertaken to compile this information.

All signing parties and either their witnesses or solicitors must either sign or initial this box

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

Form F *continued*

Annexure Schedule

Page 3 of 19 Pages

Insert instrument type

Lease Instrument

ITEM 10 CLAUSE 16.5 NOTICE

To: *[Post-Settlement Governance Entity] ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("the Lessee")*

From: *[Name of Mortgagee/chargeholder] ("the Lender")*

The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:

- (i) It has notice of the provisions of clause 16.5 of the Lease; and*
- (ii) It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and*
- (iii) It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and*
- (iv) It agrees that this acknowledgement is irrevocable.*

SCHEDULE

[]

[Form of execution by Lender]

[Date]

All signing parties and either their witnesses or solicitors must either sign or initial this box

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

Form F *continued*

Annexure Schedule

Page 4 of 19 Pages

Insert instrument type

Lease Instrument

ITEM 11 CLAUSE 16.6 NOTICE

To: *[Post-Settlement Governance Entity] ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("the Lessee")*

From: *[Name of Mortgagee/chargeholder] ("the Lender")*

The Lender acknowledges that before it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land (described in the Schedule to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:

- (i) will not claim any security interest in any Lessee's Improvement (as defined in the Lease) at any time; and*
- (ii) acknowledges that any Lessee's Improvements remain the Lessee's property at all times.*

SCHEDULE

[]

[Form of execution by Lender]

[Date]

All signing parties and either their witnesses or solicitors must either sign or initial this box

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

Form F *continued*

Annexure Schedule

Page 5 of 19 Pages

Insert instrument type

Lease Instrument

SCHEDULE B

1. Definitions

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not;

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of Auckland and Wellington.

1.4 "Crown" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1985); and
- (c) the New Zealand Railways Corporation; and

All signing parties and either their witnesses or solicitors must either sign or initial this box

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

Form F *continued*

Annexure Schedule

Page 6 of 19 Pages

Insert instrument type

Lease Instrument

- (d) a company or body that is wholly owned or controlled by one or more of the following:
- (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise; and
- (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 "Department" has the meaning given in section 2 of The Public Finance Act 1989,
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6% of the Transfer Value of the Land.

All signing parties and either their witnesses or solicitors must either sign or initial this box

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

Form F *continued*

Annexure Schedule

Page 7 of 19 Pages

Insert instrument type

Lease Instrument

2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

3 Rent Review

When a party initiates the rent review process as set out in clause 3.5:

3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6% of the lesser of:

- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
- (b) the Nominal Value being:
 - (i) during the initial Term: a value based on 4% growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on 4% growth per annum of the reset Nominal Value as calculated in clause 3.4.

3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.

3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.

3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:

- (a) at the start date of every new Term; and
- (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.

All signing parties and either their witnesses or solicitors must either sign or initial this box

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

Form F *continued*

Annexure Schedule

Page 8 of 19 Pages

Insert instrument type

Lease Instrument

3.5 The rent review process will be as follows:

- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
- (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
 - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice, each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period, then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.

All signing parties and either their witnesses or solicitors must either sign or initial this box

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

Form F *continued*

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- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period and, on the conditions set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined, it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice, if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

4. Payment of Lessee Outgoings

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

5. Valuation Roll

Where this Lease is registered under section 115 of the Land Transfer Act 1952, the Lessee will be entered in the rating information database of the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

6. Utility Charges

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.

All signing parties and either their witnesses or solicitors must either sign or initial this box

SCHEDULE 5:
NEW PART 3A OF THE DOCUMENTS SCHEDULE

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6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7. Goods and Services Tax

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

8. Interest

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent), the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility, plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

9. Permitted Use of Land

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

10. Designation

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

11. Compliance with Law

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

12. Hazards

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

All signing parties and either their witnesses or solicitors must either sign or initial this box

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13. Damage or Destruction**13.1 Total Destruction**

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days' notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

13.2 Partial Destruction

- (a) if the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.
- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
- (i) the repair and reinstatement of the Land have been completed; and
 - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
 - (ii) any necessary council consents shall not be obtainable,

then the term will terminate with effect from the date that either such fact is established.

13.3 Natural Disaster or Civil Defence Emergency

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access

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cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:

- (i) such inability ceases; or
 - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
- (i) the relevant clause has applied for a period of 6 months or more; or
 - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

- (a) assert that this lease has terminated; or
- (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

14. Contamination

14.1 When this Lease ends, the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

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14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

15. Easements

15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

16. Lessee's Improvements

16.1 The parties acknowledge that, despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements, whether or not fixed to the Land, will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property,

16.2 The Lessee or its agent or sublessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.

16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.

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- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessors consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.
17. **Rubbish Removal**
- The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.
18. **Signs**
- The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.
19. **Insurance**
- 19.1 The Lessee is responsible for insuring or self-insuring any Lessee's Improvements on the Land,

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NEW PART 3A OF THE DOCUMENTS SCHEDULE

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19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20. Fencing

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land,

20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21. Quiet Enjoyment

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22. Assignment

22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable),

22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.

22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the Land for rent review purposes, being clause 3 2 of this Lease.

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NEW PART 3A OF THE DOCUMENTS SCHEDULE

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23. Subletting

The Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

24. Occupancy by School Board of Trustees

- 24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.
- 24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

25. Lease Break Option

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

26. Breach

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

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27. Notice of Breach

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

28. Renewal

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed,

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

29. Right of First Refusal for Lessor's Interest

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.

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NEW PART 3A OF THE DOCUMENTS SCHEDULE

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29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1-29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

29A Single point of contact

29A.1 If the Land is held by two or more separate entities as tenants-in-common, those entities must nominate:

- (a) one bank account for payment of rent under this lease (and provide details of that bank account to the Lessee); and
- (b) one single point of contact to represent the Lessor that the Lessee can deal with in relation to any matter arising under this Lease.

30. Exclusion of Implied Provisions

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

- (a) Clause 11 - Power to inspect premises.

31. Entire Agreement

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

32. Disputes

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

All signing parties and either their witnesses or solicitors must either sign or initial this box

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NEW PART 3A OF THE DOCUMENTS SCHEDULE

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33. Service of Notices

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education
Minister of Education
PO Box 1666
WELLINGTON 6011

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

[insert contact details]

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

34. Registration of Lease

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

35. Costs

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

All signing parties and either their witnesses or solicitors must either sign or initial this box

SCHEDULE 6
NEW PART 3B OF THE DOCUMENTS SCHEDULE

SCHEDULE A

ITEM 1 THE LAND

All that parcel of land being the Land previously specified.

ITEM 2 THE COMMENCEMENT DATE

The commencement date of this Lease shall be the 1st day of [TBA].

ITEM 3 ANNUAL RENTAL

\$406,315.00 per annum plus GST payable annually in advance on the 1st day of [] during the continuance of this Lease with a first payment due on the 1st day of [TBA].

ITEM 4 TERM OF LEASE

4.1 Initial term

Twenty (20) years from the Commencement Date to determination on the [TBA].

4.2 Subsequent terms

Eight (8) rights of renewal for terms of ten (10) years each from the 1st day of [TBA] and each 10th anniversary after that date until [TBA].

ITEM 5 LESSEE OUTGOINGS

5.1 Rates, levies, charges, assessments, duties or fees payable to any local, territorial, governmental and any other statutory authority excluding only taxes levied against the Lessor in respect of its interest in the Land.

5.2 Charges for water, gas, electricity, telephones and other utilities or services.

5.3 Rubbish collection charges.

5.4 All costs associated with the repair, maintenance or replacement of any fencing on the land.

ITEM 6 PERMITTED USE

6.1 For any Justice related purposes including (but not limited to) a courthouse and such other reasonable ancillary uses deemed necessary from time to time by the Lessee for the operation of a courthouse on the Land, or any other use which conforms with the local Code of Ordinances or District Plan applying to the premises; and

6.2 Any secondary use for government works under the Public Works Act 1981 if a part of the land but not a significant part being more than half of the Land, is not required for Courthouse purposes.

ITEM 7 RIGHTS OF RENEWAL

Renewable as provided in Item 4.2 above.

ITEM 8 RENT REVIEW DATES

Five (5) yearly from the Commencement Date of this Lease.

SCHEDULE 6
NEW PART 3B OF THE DOCUMENTS SCHEDULE

ITEM 9 LESSOR'S PROPERTY

Nil.

ITEM 10 LESSEE'S IMPROVEMENTS

All buildings and other improvements together with foundations, sub-soil works and services now or hereafter constructed on the Land by the Lessee or any agent or permitted occupier of the Lessee including, without limitation, [description of buildings and other improvements owned by the Lessee] and all fixtures, fittings and chattels therein contained.

ITEM 11 CLAUSE 3.04(b) CHARGEHOLDER'S NOTICE

To: [The Lessor]
(hereafter called "the Lessor")

And to: [The Lessee]
(hereafter called "the Lessee")

From: [Mortgagee / Chargeholder]
(hereafter called "the Lender")

In consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule below ("the Land") which the Lender acknowledges will be for its benefit, the Lender acknowledges that:

- (i) It has notice of the provisions of clause 3.04(b) and (c) of the said Lease; and
- (ii) It agrees that any Lessee's Improvements placed on the Land by the Lessee at any time prior to or during the continuance of the Lease, shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease (hereafter collectively called "the relevant period");
- (iii) It will not claim any interest in any Lessee's Improvements under the security for its loan during the relevant period irrespective of how any Lessee's Improvement may be annexed to the Land and irrespective of any rule of law or equity to the contrary or any provisions of its security to the contrary;
- (iv) It agrees that this acknowledgement is irrevocable.

SCHEDULE ***

[That parcel of land containing]

.....

(LENDER EXECUTION)

[/ /20

SCHEDULE 6
NEW PART 3B OF THE DOCUMENTS SCHEDULE

ITEM 12 CLAUSE 3.04(c) CHARGEHOLDER'S NOTICE

To: [The Lessor]

 (hereafter called "the Lessor")

And to: [The Lessee]

 (hereafter called "the Lessee")

From: [Mortgagee / Chargeholder]

 (hereafter called "the Lender")

The Lender acknowledges that prior to the date it advanced monies to the Lessor under a security ("the **Security**") given by the Lessor over the land described in the Schedule below ("the **Land**") it had notice of and agreed to be bound by the provisions of clause 3.04(c) of the Lease of the Land and that in particular it agrees that notwithstanding any provision of the Security to the contrary and irrespective of how any Lessee's Improvement is annexed to the Land it:

- (i) Will not claim any security interest in any Lessee's Improvement placed on the Land prior to or after the commencement date of the Security;
- (ii) Will at all times acknowledge that any Lessee's Improvements shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease.

ITEM 13 ADDRESS FOR SERVICE

Lessor: Chief Executive
 Ngāi Te Rangi Settlement Trust
 PO Box 4369
 Mt Maunganui 3149

 Fax: 07 575 3721

Lessee: Chief Executive
 Ministry of Justice
 Level 3
 Justice Centre
 Aitken Street
 (DX SX 10088)
 Wellington

 Fax: 04 918 8820

SCHEDULE 6
NEW PART 3B OF THE DOCUMENTS SCHEDULE

SCHEDULE B

PART I - PRELIMINARY

1.00 DEFINITIONS AND INTERPRETATION

1.01 In this Lease

- (a) The expression "the **Lessor**" shall include and bind:
- (i) the persons executing this lease as Lessor; and
 - (ii) any Lessor for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.

- (b) The expression "the **Lessee**" shall include and bind:
- (i) the persons executing this lease as Lessee; and
 - (ii) any Lessees for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally.

and the expression "the **Lessee**" shall include the Lessee's agents, employees, contractors and invitees and any person on the Land under the control or direction of the Lessee.

- (c) The expression "**Crown Organisation**" means all instruments of the Sovereign in Right of New Zealand and includes, but is not limited to:
- (i) the Executive Government of New Zealand and all Ministers of the Crown;
 - (ii) the Departments of the Public Service, as set out in Schedule 1 of the State Sector Act 1988;
 - (iii) all non-public service Departments;
 - (iv) the Reserve Bank of New Zealand, as constituted under section 5 of the Reserve Bank of New Zealand Act 1989;
 - (v) the entities listed in Schedule 4 to the Public Finance Act 1989;
 - (vi) the entities listed in Schedule 1 and schedule 2 to the Crown Entities Act 2004, together with their subsidiaries under Section 8(2) of the Crown Entities Act 2004; and
 - (vii) a State enterprise within the meaning of the State Owned Enterprises Act 1986.

SCHEDULE 6
NEW PART 3B OF THE DOCUMENTS SCHEDULE

- (d) Words importing the singular or plural number shall include the plural or singular number respectively.
- 1.02 "**Goods and Services Tax**" or "**GST**" means tax levied in accordance with the Goods and Services Tax Act 1985 or any tax in the nature of a Goods and Services Tax.
- 1.03 "**Government Work**" means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by or under the control of the Crown or any Minister of the Crown for any public purpose.
- 1.04 "**Lease**" means, unless the context otherwise requires, this lease and any further or renewal term thereof.
- 1.05 "**Lessee's Improvements**" shall mean all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent of the Lessee prior to or after the commencement of this Lease but shall exclude "**Lessor's Property**".
- 1.06 "**Lessee's Outgoings**" means all outgoings the Lessee is obliged to pay under the provisions of this Lease.
- 1.07 "**Lessor's Property**" means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property which are placed on the Land by the Lessor after the commencement of this Lease.
- 1.08 "**The Land**", "**The Commencement Date**", "**Annual Rental**", "**Term of the Lease**" and "**Permitted Use**" shall have the meanings ascribed to them in Schedule A.
- 1.09 "**Working Day**" means any day of the week other than:
- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, New Zealand Anniversary Day and the Anniversary Day celebrated in the locality of the Premises;
 - (b) If Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; and
 - (c) A day in the period starting on 24 December in any year and ending on 5 January in the following year, both days included.
- A Working Day shall be deemed to start at 9:00am and finish at 5:00pm.
- 1.10 The term "**to sublet**" shall include the granting of a licence to occupy the Land or part thereof and "**subletting**" and "**sublease**" shall be construed accordingly.
- 1.11 References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute, consolidation, re-enactment, substitution or otherwise.
- 1.12 A covenant not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.

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- 1.13 Clause headings are inserted for reference only and shall not affect the interpretation of this Lease.

PART II - LESSEE'S COVENANTS

2.00 LESSEE'S COVENANTS

2.01 ANNUAL RENT

- (a) Throughout the term of this Lease, including following the exercise of any rights of renewal by the Lessee, the Lessee shall pay the current market rental for the Land which shall be adjusted on each rent review date and shall be assessed as the estimated amount for which the Land should lease on the relevant rent review date between a willing lessor and a willing lessee in an arm's-length transaction, provided that for so long as the Lessee is Her Majesty the Queen acting by and through the Chief Executive of the Ministry of Justice and for so long as the Lessee is using the Land for the purpose of a Courthouse, the rent payable shall reflect the terms of this Lease and the use to which the Lessee is putting the Land as a Courthouse.
- (b) The Lessee shall pay the annual rent without deduction or set off in the manner and at the times provided in Item 3 of Schedule A. All payments of rent shall be paid by direct bank payment or as the Lessor may direct.

2.02 PAYMENT OF LESSEE OUTGOINGS

- (a) The Lessee shall pay the Lessee Outgoings in respect of the land which are specified in Item 5 of Schedule A direct to the creditors concerned and shall cause a separate rating assessment to issue in the name of the Lessee in respect of the Land.
- (b) The Lessee's liability to pay Lessee's Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.
- (c) The Lessee shall pay all other outgoings it is required to pay under this Lease.

2.03 USE OF LAND

The Lessee shall not, use the Land for any purpose other than the Permitted Use described in Item 6 of Schedule A. The Lessee acknowledges that it has entered into this Lease in reliance on its own judgement and not in reliance on any representation or warranty by the Lessor.

2.04 COMPLIANCE WITH LAW

The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to or affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost in all things comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any lawful authority in respect of the Land or the Lessee's conduct of the Permitted Use on the Land or the Lessee's Improvements on the Land.

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2.05 AVOIDANCE OF DANGER

The Lessee shall:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard;
- (b) Promptly remedy any danger or hazard that may arise on the Land;
- (c) At all material times keep in place written rules and procedures in order to comply with health and safety in employment requirements which the Lessee is obliged by law to comply with.

2.06 MAINTENANCE OF LESSEE'S IMPROVEMENTS

The Lessee shall at the Lessee's own expense in all things keep any Lessee's Improvements on the Land in good order, condition and repair during the continuance of this Lease.

2.07 NO LESSOR MAINTENANCE

The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

2.08 LESSEE'S FURTHER MAINTENANCE AND REPAIR OBLIGATIONS

The Lessee shall punctually and at the Lessee's expense keep the Land clean and tidy, free and clear from all rubbish, noxious weeds and plants to the satisfaction of the Lessor and take any steps necessary to control any pest infestation occurring on or emanating from the Land.

2.09 SIGNAGE

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the purposes of the Permitted Use without the consent of the Lessor. The Lessee shall not otherwise affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, name-plate, signboard or advertisement of any description on or to the exterior of the Lessee's Improvements or the Land or any Lessors' Property thereon without the prior approval in writing of the Lessor. Any signage shall be secured in a substantial and proper manner so as not to cause any damage and the Lessee shall at the end or sooner determination of this Lease remove the signage and make good any damage occasioned thereby.

2.10 INSURANCE

- (a) The Lessee shall insure at its own cost against all public liability in the sum of at least \$2,000,000 in respect of any single event in the name of the Lessee at all times during the continuance of this Lease. The amount of this insurance shall be adjusted at any rent review or renewal of this Lease by any increase in the consumer price index (all groups) in the preceding five years measured against that index at the Commencement Date of the original term of this Lease. If

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there is no consumer price index (all groups) then the adjustment will be made by reference to the next most appropriate index or any index published in place of the CPI (all groups).

- (b) The provisions of this clause shall be of no application whilst the Lessee is a Crown Organisation.

2.10 SUNDRY LESSEE ACKNOWLEDGEMENTS

The Lessee acknowledges:

- (a) That the Lessor shall not be liable to erect or maintain or contribute towards the cost of the erection or replacement of any dividing or boundary fence or portion thereof between the Land and any adjoining land which is the property of the Lessor;
- (b) That the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems this reasonably necessary for the purposes of the Permitted Use.

2.11 GST

The Lessee shall pay to the Lessor or as the Lessor shall direct the GST payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable on demand.

2.12 LESSEE'S ACKNOWLEDGEMENT

The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

PART III

3.00 LESSOR'S COVENANTS

3.01 QUIET ENJOYMENT

Should the Lessee pay the rent and observe and perform all the covenants and agreements expressed or implied in this Lease, the Lessee shall quietly hold and enjoy the Land throughout the term of this Lease without any interruption by the Lessor or any person claiming by, through or under the Lessor.

3.02 CONSTRUCTION OF OR ALTERATIONS TO LESSEE'S IMPROVEMENTS

For so long as a Crown Organisation is the Lessee, the Lessee shall be allowed to construct Lessee's Improvements and to make any alterations or additions to Lessee's Improvements without the prior written approval of the Lessor where this is necessary or incidental to the Permitted Use of the Land. In all other cases, the Lessee shall be

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obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements and such consent shall not be unreasonably or arbitrarily withheld.

3.03 LESSOR'S PROPERTY

The Lessor acknowledges that the Lessor's Property on the Land at the Commencement Date of this Lease (if any) is as listed in Schedule A Item 9 and that the Lessor shall not during the continuance of this Lease place any further Lessor's Property on the Land unless this is expressly permitted in writing by the Lessee prior to its construction or placement. The Lessor further acknowledges that the Lessee may at its absolute discretion in all things decline consent to the construction or placement of any Lessor's Property on the Land and that all improvements on the Land at the Commencement Date of this Lease which are not listed as Lessor's Property are Lessee's Improvements.

3.04 LESSOR'S ACKNOWLEDGEMENTS AS TO LESSEE'S IMPROVEMENTS

- (a) The Lessor acknowledges in relation to Lessee's Improvements that:
- (i) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease and irrespective of how such property is annexed to the Land;
 - (ii) Lessee's Improvements are to be fully insured by the Lessee in its own name; and
 - (iii) when any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds is also solely with the Lessee.
- (b) Should the Land be subject to any Mortgage or other charge at the Commencement Date of this Lease, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgement of any and all existing mortgagees or chargeholders of the Land prescribed in Schedule A Item 11 duly executed by any such mortgagees or chargeholders, it being further acknowledged by the Lessor that the Lessee shall not be required to execute the within Lease until the provisions of this sub clause have been fully satisfied;
- (c) Should the Lessor, subsequent to the Commencement Date of this Lease, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed Mortgagee or Chargeholder the written acknowledgement prescribed in Schedule A Item 12, it being further acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and further that it will deliver executed originals of such acknowledgements to the Lessee within three (3) working days from the date of their receipt by the Lessor;
- (d) That the Lessee may demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of the Lessor upon condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such removal.

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3.05 LESSOR CONSENT TO GROUND WORKS

- (a) Notwithstanding anything to the contrary in clauses 3.02 or 3.04(d), the Lessee shall not:
- (i) Make any excavation of the Land; or
 - (ii) Conduct any works on the Land likely to cause any subsidence, sinkage or damage to the Land or the land or property of any other person;
 - (iii) Remove any boundary-fence or retaining works except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed alteration or interference;
 - (iv) Make any sub-soil installation, alteration or interfere with any underground reticulated services, except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed installation, alteration or interference;

without, in each case, the Lessor's prior written approval, such approval not to be unreasonably or arbitrarily withheld and not to be withheld where the works are necessary or conducive to the conduct of the Permitted Use. Where the circumstances reasonably require, the Lessor's approval may be given subject to any reasonable conditions;

- (b) Should the Lessor either fail to give an approval within 14 days of being requested to do so or give an approval which is subject to conditions the Lessee considers unreasonable, then the matter shall be referred to a registered civil engineer agreed upon by the parties for his or her expert determination. Should the parties be unable to agree upon the appointment of an engineer, then either party shall be at liberty to make written application to the President for the time being of the Institute of Professional Engineers of New Zealand to appoint an engineer and any appointment so made shall be final and binding on the parties. The engineer shall act as an expert in determining the issue(s) and not as an arbitrator and the engineer's decision shall be final and binding on the parties. The engineer's costs shall be met in equal shares by the parties unless the engineer otherwise so determines.

3.06 DESIGNATION

The Lessor covenants that it consents to the Lessee maintaining a designation for courthouse purposes over the Land for the duration of this Lease, should this be desired by the Lessee. Upon the expiration of this Lease or its sooner determination, or upon the Lessee ceasing to use the Land as a Courthouse, the Lessee shall promptly uplift any designation.

3.07 PROVISION OF CERTAIN NOTICES TO THE LESSEES

Whenever the Lessor receives any notice from any local or governmental authority concerning the payment of local authority rates or the government valuation of the Land or the Lessee's Improvements, the Lessor will promptly provide a copy of such notice to the Lessee and, in any event, within sufficient time to enable the Lessee to

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make any submission as seen fit by the Lessee to the local authority or the relevant government department, as the case may be.

3.08 FIRST RIGHT OF REFUSAL TO PURCHASE

- 3.08.1 If, at any time during the term of this Lease or any renewal thereof the Lessor shall desire to sell the Land the Lessor shall give to the Lessee notice in writing of the Lessor's intention to sell the Land, the price fixed by the Lessor for such purchase, and other terms and conditions proposed by the Lessor ("**the Lessor's Notice**").
- 3.08.2 The Lessor's Notice must be accompanied by a signed registered valuer's certificate substantiating the price fixed by the Lessor as the market value of the land as at the date of the Lessor's Notice, failing which the Lessor's Notice shall be null and void.
- 3.08.3 The Lessee shall have thirty (30) Working Days from the date of receipt of the Lessor's notice within which to elect by notice in writing to the Lessor ("**the Lessee's Notice**") to purchase the Land at the price and on the terms and conditions specified in the Lessor's Notice.
- 3.08.4 Upon the Lessee having exercised the Lessee's option to purchase by serving the Lessee's Notice pursuant to clause 3.08.3 the parties will be deemed to have entered into a contract for the sale and purchase of the Land on the terms of the agreement at the date of the exercise of the right then in use by the New Zealand Law Society in association with the Real Estate Institute of New Zealand or if no such agreement exists as at such date, the form of the agreement customarily used by solicitors acting for vendors of land in the district in which the Land is located.
- 3.08.5 The Lessee shall within eighty (80) Working Days of receipt by the Lessor of the Lessee's Notice complete the purchase by making payment to the Lessor of the purchase price specified in the Lessor's Notice plus GST (if any) and all rent, outgoings and other amounts payable and due or accruing due under the Lease up to the date of settlement. Upon such payment being made by the Lessee to the Lessor the Lessor will transfer the Land to the Lessee for an estate in fee simple free of any mortgage, charge or encumbrance.
- 3.08.6 If the Lessee declines to elect to purchase the Land or does not give notice within the said period of thirty (30) Working Days after receipt of the Lessor's Notice then the Lessor will be at liberty to sell the Land on the open market, PROVIDED THAT the Lessor may not offer to sell the Land to any other party at a price lower than that first offered by the Lessor in the Lessor's Notice or on terms and conditions more favourable to a purchaser than those specified in the Lessor's Notice without first reoffering the Land by notice in writing to the Lessee for purchase at such lower price and on such terms and conditions. In such case the Lessee shall have fourteen (14) Working Days after receipt of such notice in writing within which to elect to purchase the Land at such lower price or on such more favourable terms and conditions and shall complete such purchase in the manner hereinbefore provided within eighty (80) Working Days of receiving the Lessor's amended notice.
- 3.08.7 If the Lessee elects not to purchase the Land following receipt of the Lessor's first amended notice referred to in clause 3.08.6, then subject to clause 3.08.8,

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the Lessor shall be free to sell the Land on the open market without further reference to the Lessee but with any such sale to be subject in all respects to this Lease.

3.08.8 If the Lessor has not entered into an agreement for the sale of the Land at the expiration of a period of 24 months from the date of the Lessor's Notice and thereafter desires to sell the Land, the provisions of this clause 3.08 shall re-apply with such modifications as may be agreed.

3.08.9 For the purposes of the section 3.08 the term "sale" means:

- (a) A sale, transfer, vesting or other disposition of the Lessor's registered estate and interest in the Land;
- (b) The entering into by the Lessor of a superior lease in respect of the Land;
- (c) Where the Lessor is a company, the only asset of which is the Land (or the Land together with other Land leased to the Lessee), any change or rearrangement in the beneficial ownership of the shareholding of the Lessor having the effect of altering the effective control of the Lessor

and the word "sell" shall have a corresponding meaning.

3.09 DISPOSAL OF LESSOR'S INTEREST

3.09.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided that:

3.09.1.1 the Lessor has first complied with the provisions of clause 3.08 herein; and

3.09.1.2 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and

3.09.1.3 for so long as the Lessee is a Crown Organisation the following further provisions shall apply:

- (1) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
- (2) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
 - (a) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
 - (b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

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then the Lessee shall within ten (10) Working Days of receiving the Lessor's advice pursuant to clause 3.09.1.2(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

- (3) If the Lessor does not receive written notice from the Lessee pursuant to clause 3.09.1.2(2)(a) or 3.09.1.2(2)(b) above together with grounds to substantiate its reasonable apprehension within ten (10) Working Days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (4) If the Lessee objects to the proposed Assignee in accordance with clause 3.09.1.2(2)(a) or 3.09.1.2(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.

PART IV - MUTUAL COVENANTS

4.00 MUTUAL COVENANTS

4.01 ASSIGNMENT AND SUBLETTING

- (a) The Lessee will not without the previous consent in writing of the Lessor assign, transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee, transferee or sublessee.
- (b) Notwithstanding subclause (a), where a Crown Organisation remains as the Lessee under this Lease and in occupation of the Land no such consent shall be required from the Lessor except that on each occasion that a different Crown Organisation assumes the role and obligations of the Lessee under this Lease, the Lessee shall notify the Lessor in writing of that change.
- (c) In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange or is not a Crown Organisation the Lessor may require the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form acceptable to the Lessor.
- (d) This clause 4.01 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- (e) For the purpose of this clause 4.01, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control in favour of a Crown Organisation.

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- (f) For the purposes of clause 4.01(a), a proposed change in the effective control of any Lessee that is a Crown Organisation shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control on the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- (g) Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessee's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- (h) Where the Lessor consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any Sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
- (i) Notwithstanding any rule of law to the contrary it is specifically agreed that in the event of an assignment or transfer of this Lease by a Crown Organisation, the following provisions shall apply:
- (i) in the event of an assignment or transfer during the initial term of the Lease the liability of the Crown Organisation shall cease at the expiration date of the initial term of the Lease or of any licence period granted pursuant to clause 4.03, whichever is the later, but without releasing the Crown Organisation in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the initial term of the Lease;
 - (ii) in the event of an assignment or transfer during any renewed term of the Lease, the liability of the Crown Organisation shall cease and determine as from the expiration of that renewed term or of any licence period granted pursuant to clause 4.03, whichever is the later, but without releasing the Crown Organisation in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of such renewed term.

4.01A RIGHT OF REFUSAL FOR LESSOR F LESSEE TO ASSIGN

- (a) The following sub-clauses of this clause 4.01A will only apply in the event that the Lessee proposes to assign the Lessee's interest in this Lease to a party which is not a Crown Organisation. The Lessor shall have no right of first refusal in the event of the Lessee wishing to transfer or assign its interest as Lessee under this Lease to a Crown Organisation.
- (b) If at any time before the expiration or earlier termination of the term or any renewed or extended term the Lessee wishes to assign the Lessee's interest in this Lease (including any assignment by way of sale of the Lessee's

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Improvements) the Lessee must immediately give written notice ("**Lessee's Notice**") to the Lessor setting out the terms on which the Lessee wishes to assign its interest in the Lease and/or sell the Lessee's Improvements ("the **Lessee's Interest**").

- (c) The Lessor will have thirty (30) Working Days following the date of receipt of the Lessee's Notice (time being of the essence) in which to exercise the Lessor's right to purchase the Lessee's Interest, by serving written notice on the Lessee ("**Lessor's Notice**") accepting the offer contained in the Lessee's Notice.
- (d) If the Lessor does not serve the Lessor's Notice on the Lessee in accordance with sub-clause 4.01A(c) then the Lessee may assign the Lessee's Interest to any other person on no more favourable terms than those previously offered to the Lessor.
- (e) The provisions of clause 4.01 of this Lease will apply to any such assignment.
- (f) If the Lessee wishes to offer more favourable terms for assignment of the Lessee's interests than the terms contained in the Lessee's Notice, the Lessee must first re-offer its interest therein to the Lessor on those terms by written notice to the Lessor and clauses 4.01(a), (b), (c), and (d) (inclusive) shall apply. If the re-offer is made within six (6) months of the initial Lessee's Notice, the 30 Working Day period for acceptance shall be reduced to 20 Working Days.

4.02 LESSOR MAY REMEDY LESSEE DEFAULT

- (a) Should the Lessee default in the observance or performance of any of the Lessee's obligations hereunder and should the Lessor have first served not less than fifteen 15 Working Days written notice of its intention to enter upon the Land and to do, execute and perform or procure to be performed all such acts, deeds, matters and things required to make good any Lessee default except in the case of an emergency where no notice shall be required, then it shall be lawful for the Lessor in addition to any of its remedies to enter the Land and do all such acts, deeds, matters and things required to make good such default and to recover the costs of such action from the Lessee.
- (b) Any notice served under the provisions of clause 4.02(a) shall specify sufficient particulars to adequately advise the Lessee of the breach (or breaches) of Lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non-compliance with these requirements shall render any such notice void.

4.03 LESSEE'S IMPROVEMENTS

- (a) If at any time during the Term of the Lease the Lessee declares that the Lessee's Improvements are surplus to the requirements of the Crown and the Lessee decides to sell the Lessee's Improvements, then the Lessee will first give the Lessor notice in writing of the Lessee's intention to sell, the price fixed by the Lessee for such purposes, the timeframe for exercising the option to purchase and other terms and conditions proposed by the Lessee ("**the Lessee's Notice**"). If the Lessor does not exercise its right to purchase as specified in the Lessee's Notice, then the Lessee will be at liberty to sell the Lessee's Improvements on the open market provided the Lessee will not offer

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the Lessee's Improvements to any other party at a price lower than the first offered by the Lessee or more favourable terms and conditions than those specified in the Lessee's Notice.

- (b) Subject to clause 4.03(a), the parties acknowledge that:
- (i) The Lessee not being in breach of the Lease may, either prior to or on the expiry of this Lease, remove all or any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed within a period of six (6) months from the expiration or sooner determination of the within Lease, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee until this time and that no prior written consent or any other consent of the Lessor shall be required in respect of any such removal elected by the Lessee. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a Licence to enter the Land for a period of six (6) months subsequent to the expiration of this Lease and remove Lessee's Improvements and further that this provision shall ensure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;
 - (ii) In the event the Lessee removes its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land and restore the Land to a neat, tidy and safe condition subsequent to any such removal;
 - (iii) The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the expiration or sooner determination of the Lease or within six months after this time and notwithstanding any rule of law or equity to the contrary;
 - (iv) In any review of rent under the provisions of this Lease any Lessee's Improvements shall be entirely excluded from the assessment of any new rental;
 - (v) Notwithstanding the generality of the provisions of clause 4.03(b)(i), the Lessee shall not remove any boundary fencing or any sub-soil drainage or reticulated sub-soil service(s) or any retaining walls on the Land without the prior written consent of the Lessor, which may be given or withheld at the discretion in all things of the Lessor.

For the avoidance of doubt, nothing herein shall obligate the Lessee to remove the property referred to in this clause 4.03(b)(v), should the Lessee decide to abandon such property to the Lessor upon the expiration of this Lease;
 - (vi) The Lessee shall pay a licence fee equal to the rental payable immediately before the determination of the Lease for the six month period, or such lesser period as the Lessee requires to remove Lessee's Improvements from the Land;

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- (vii) The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall ensure for the benefit of the party entitled until completely performed;
 - (viii) All Lessee's Improvements remaining upon the Land after the expiration of the six month period provided in subclause 4.03(b)(i) shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor.
- (c) Notwithstanding the forgoing provisions of this clause 4.03, if the Lessee is not a Crown Organisation as at the expiry of the term of this Lease, the then Lessee will if required by the Lessor in writing demolish or remove all of the Lessee's Improvements (or such lesser portion as may be acceptable to the Lessor) from the Land at the expiry of the term without being obliged to pay to the Lessor any compensation for their demolition or removal. Following such demolition or removal the Lessee shall make good any damage to the Land and leave the Land in a neat, tidy and safe condition. Should the Lessor not require the Lessee to demolish or remove all of the Lessee's Improvements (or such less apportion that may be acceptable to Lessor), all Lessee's Improvements remaining upon the land after the expiry of the Lease shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor.

4.04 RENEWAL

- (a) The Lessee, not being at that time in breach of any material provision of this Lease shall on or prior to the end of the initial term of any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in Schedule One from the date of expiry of the initial term of any subsequent term as follows and applying the provisions of clause 4.05(c) below:
 - (i) The Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 4.05 as though the commencement date of the renewed term was a Rent Review Date.
 - (ii) The renewed Lease will otherwise be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.
- (b) No earlier than 24 months prior to the expiration to the initial term or any subsequent term, the Lessor shall give written notice to the Lessee specifying that the term of the Lease is due to expire and that if the Lessee fails to exercise the right of renewal referred to in clause 4.04(a) within six (6) months from the date of receipt of notice from the Lessor (time being of the essence) then the Lessee shall be deemed to have irrevocably waived its right to renew the Lease. The parties acknowledge and agree that the earliest date by which the Lessee can be required to give notice of renewal as a result of the operation of this clause 4.04(b) is the date which falls 18 months prior to the expiration of the relevant term.

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- (c) In the event that the Lessor does not give notice to the Lessee pursuant to clause 4.04(b), the Lessee shall be entitled to renew this Lease by notice in writing to that effect given to the Lessor at any time up until the expiry date.
- (d) The annual rent for the first five (5) year period of any renewal shall be agreed upon or, failing agreement, shall be determined in accordance with clause 4.05 which shall apply with such modifications as may be necessary.
- (e) Otherwise, the renewed Lease shall be upon the same terms and conditions as are expressed or implied in this Lease.

4.05 RENT REVIEW

- (a) The Annual Rental payable as from each review date shall be determined as follows and applying the provisions of clause of clause 4.05(c) below:
 - (i) Either party may not earlier than three (3) months prior to review date and not later than one (1) year after any review date (time being of the essence) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant review date, subject to the provisions of clause 2.01(a);
 - (ii) If the party receiving the notice ("the **Recipient**") gives written notice to the party giving the notice ("the **Initiator**") within twenty (20) Working Days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the recipient as the current market rent, then the new rent shall be determined in accordance with clause 4.05(b);
 - (iii) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
 - (iv) The Annual Rental agreed, determined or imposed pursuant to this clause shall be the annual rental payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 6 months after the relevant rent review date but subject to clause (c) and (d).
 - (v) The rent review at the option of either party may be recorded in a Deed.
- (b) Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent of the Land, but if agreement is not reached within twenty (20) working days then the same may be determined either:
 - (i) By one party giving written notice to the other requiring the current market rent of the Land to be determined by arbitration; or

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- (ii) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (aa) Each party shall appoint a valuer and give written notice of the appointment to the other party within twenty (20) working days of the parties agreeing to so determine the new rent;
 - (bb) If the party receiving a notice fails to appoint a valuer within the twenty (20) working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
 - (cc) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the President or Vice President for the time being of the New Zealand Institute of Valuers.
 - (dd) The valuers appointed by the parties shall determine the current market rent of the Land but if they fail to agree then the rent shall be determined by the third expert;
 - (ee) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.
- (c) In ascertaining the new annual rental to apply from a review date:
 - (i) The value of any building or improvements then existing upon the Land shall not be taken into consideration; and
 - (ii) For so long as the Lessee is Her Majesty the Queen acting by and through the Chief Executive of the Ministry of Justice and so long the Lessee is using the Land for the purpose of a Courthouse, the parties and their valuers shall have regard only to the actual use of the Land as a Courthouse and shall disregard the use specified in Item 6.2 of Schedule A. The valuers shall take into account the contents of Schedule C in determining the new rent.
- (d) When the new rent has been determined, the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and which provision shall be binding on the parties.
- (e) The annual rent so determined or accepted:
 - (i) Shall not be less than the Annual Rental payable as at the Commencement Date; and

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- (ii) Shall be the Annual Rental from the Rent Review Date, or the date of the initiated notice if such notice is given later than 6 months after the Rent Review Date.
- (f) For the avoidance of doubt, where the rent review date coincides with the commencement of a renewed or subsequent terms, the annual rent shall be the current market rent of the Land agreed or determined as at that date in accordance with the foregoing provisions, and no minimum rent shall apply.
- (g) Pending determination of the current market rent of the Land, the Lessee if it is a Crown Organisation shall from the relevant review date, or the date of service of the Initiator's notice if such notice is served later than three (3) months after the relevant review date, until the determination of the current market rent of Land, pay an interim rent equivalent to that prior to the review date, however if the Lessee is not a Crown Organisation it will pay an interim rent as follows:
 - (i) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
 - (ii) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - (iii) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant review date.
- (h) Upon determination of the new rent, any overpayment shall be applied in payment of the next annual rent payment and any amount then remaining shall immediately be refunded to the Lessee. Any shortfall in payment shall immediately be payable by the Lessee.

4.06 LESSEE'S RIGHT OF EARLY TERMINATION

- (a) Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease by providing to the Lessor not less than twelve (12) months' notice in writing to that effect PROVIDED THAT:
 - (i) No such notice may be given during the initial twenty (20) year term of this Lease; and
 - (ii) No such notice may be given so as to effect termination of this Lease within the first five (5) years of any renewed term of this Lease.
- (b) The parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

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4.07 RE-ENTRY

- (a) The Lessor may re-enter the Land where:
- (i) rental is in arrears for a period exceeding thirty (30) days after any rent payment date;
 - (ii) the Lessee is in breach of any covenant on the Lessee's part herein expressed or implied;
 - (iii) the Lessee makes or enters into or attempts to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's Creditors;
 - (iv) the Lessee becomes insolvent, bankrupt or goes into liquidation;

and the term of this Lease shall terminate on such re-entry and all Lessee's Improvements on the Land shall vest in and become the property of the Lessor, and no compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor. Termination shall otherwise be without prejudice to the rights of either party against the other.

- (b) Whilst a Crown Organisation is the Lessee under this Lease and should the Crown Organisation either default in the payment of any rental for a period exceeding thirty (30) Working Days or more or otherwise breach any covenant on the Lessee's part herein expressed or implied, then before exercising any rights of re-entry the Lessor shall serve a notice (hereafter called "the **Default Notice**") on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged.
- (c) The Default Notice notwithstanding anything to the contrary contained in clause 4.07(a) above shall specify that:
- (i) the Lessee must within 30 days of receipt of such notice remedy the default specified; and
 - (ii) that should the Lessee not remedy the default specified within this time, the Lessor shall thereafter be at liberty to re-enter the Land and to determine this Lease pursuant to this clause 4.07.
- (d) The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 4.07(b) have been satisfied in full and further that any re-entry contrary to the provisions of clause 4.07(b) shall be null and void ab initio.

4.08 INSURANCE

- (a) The Lessor shall be responsible for insuring any Lessor's Property on the Land.
- (b) The Lessee shall be responsible for insuring or self-insuring any Lessee's Improvements on the Land.

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- (c) Should any property referred to in sub clauses (a) and (b) above be damaged or destroyed, then it shall be the sole responsibility of the party effecting insurance to decide (subject to the rights of any mortgagee of theirs) whether to effect reinstatement or not and the other party shall abide by this decision whatever it may be.

4.09 RATING ASSESSMENTS

The parties agree that the Lessee may at any time make application to the Valuation Department for a separate rating assessment of the Land in its name and thereafter account direct to the Territorial Authority for all rates payable on the Land.

4.10 ENTIRE AGREEMENT

This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the land and no variation shall be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

4.11 DIFFERENCES AND DISPUTES

- (a) Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- (b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the president or vice president for the time being of the branch of the New Zealand Law Society of the District within which the Land is situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- (c) The procedures described in this clause shall not prevent the Lessor from taking proceedings for the recovery of any rental or other moneys payable hereunder which remain unpaid or from exercising the rights and remedies prescribed in clauses 4.06 and 4.07 hereof.
- (d) The provisions of this clause shall be of no application to any review of rental under the provisions of clause 4.05(b)(ii).

4.12 SERVICE OF NOTICES

- (a) Any notice or other document required to be given, delivered or served under this Lease may be given, delivered, posted by ordinary post, served or transmitted by facsimile transmission (in which case it shall be subsequently posted) to the respective addresses for service of the Lessor and the Lessee set out in Item 13 of Schedule A. Any alteration to or change in any detail of a party's address for service shall be promptly advised to the other party.
- (b) If either party does not have a current address for service, then service in terms of this clause may be effected on that party by registered post addressed to the registered office or principal place of business of the party intended to be

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served; and any notice or other document given or served shall be deemed to have been given or served and received by the other party two days after the date of posting.

4.13 REGISTRATION OF LEASE

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 1952 at the expense of the Lessee in all things. The Lessor agrees to make title available for this purpose and consents to the Lessee caveating the title to protect its interest in the within Lease prior to the registration of this Lease. The parties shall take all practical steps to register the Lease as soon as possible and the Lessee shall withdraw any caveat it has lodged on the registration of the Lease.

4.14 COSTS

The parties shall pay their own costs of and incidental to the negotiation, preparation and execution of this Lease. The Lessee shall pay the Lessor's costs of and incidental to the preparation and execution of any variation (where this is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.

The Lessee shall pay the Lessor's reasonable costs (including reasonable legal costs) of and incidental to the proper enforcement or proper attempted enforcement of the Lessor's powers, rights or remedies under or pursuant to this Lease.

4.15 INTEREST

If the Lessee shall fail to pay any instalment of rental or other sum of money payable to the Lessor under this Lease within 14 days of the day on which it fell due or, if the Lessee shall fail to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date such demand is received by the Lessee, then any amount not so paid shall bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% per annum accruing on a daily basis from the due date for payment or the due date of payment by the Lessor (as the case may be) down to the date that such amount is paid by the Lessee. The Lessor shall be entitled to recover such interest in the same manner as if it were rent in arrears.

4.16 ESSENTIAL TERMS

Any breach by the Lessee of the following provisions shall be deemed to be a breach of an essential term of this Lease:

(a) ***Payment of Rental:***

The covenant to pay rental or other money payable by the Lessee under this Lease;

(b) ***Assignment and Sub Leasing:***

The provisions dealing with assignment and sub leasing; or

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(c) *Use of Land*

The provisions restricting the use of the Land.

4.17 WAIVER

The acceptance by the Lessor of any arrears of rental or other money payable under this Lease shall not constitute a waiver of the essential obligation to pay any other rental or money payable under this Lease, nor shall it constitute a waiver of any other essential term of this Lease.

4.18 RENT MORATORIUM

If any moratorium or other law, act or regulation that (notwithstanding clause 4.06 hereof) applies to this Lease has the effect of postponing any periodic review of rental as at a review date, then if and whenever such moratorium is lifted or the law, act or regulation is repealed or amended so as to permit the rent to be reviewed, the review that has been postponed shall take place as at the date that the moratorium is lifted or such law, act or regulation is repealed or amended to the intent that the rent review shall establish the rental as at such date and not as at the postponed review date. Any subsequent rent review shall take place on the next following review date as specified in Item 8 of Schedule A.

4.19 ARTEFACTS OR FOSSILS

Artefacts, fossils, articles of value or antiquity and structures and other remains or things of geological, historical, archaeological or cultural interest relating to the indigenous people of New Zealand discovered on or under the surface of the Land shall, as between the Lessor and Lessee, be deemed to be the property of the Lessor. The Lessee shall use its best endeavours to prevent such articles or things being removed or damaged and shall, as soon as practicable, notify the Lessor of such discovery and carry out, at the expense of the Lessor, the Lessor's reasonable instructions as to delivery or disposal of such articles or things.

4.20 EXCLUSION OF IMPLIED CONDITIONS

The parties agree that following covenants, conditions, and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 shall not apply to this Lease:

- (i) Part 2, Clause 5;
- (ii) Part 2, Clause 10;
- (iii) Part 2, Clause 11; and
- (iv) Part 3, Clause 13.

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SCHEDULE C

1. The parties acknowledge and agree that in establishing the annual rental payable from the commencement date of this Lease, the rental was determined by assessing the current market value of the Land and applying an appropriate adjustment to reflect the designation and associated use of the Land as a Courthouse by the Lessee.
2. The parties acknowledge the importance of maintaining consistency between the approach taken on setting the commencement rental and the approach to be taken in setting the rent payable by the Lessee while the Land remains designated as a Courthouse and used by the Lessee as a Courthouse.
3. In order to maintain consistency, the parties shall ensure that on each rent review, the respective valuers are instructed to assess the rent payable by the Ministry of Justice by assessing the rent based on the designation and use of the Land as a Courthouse, on the same basis as which the commencement rental was established at the outset of the Lease, as articulated in Schedule C Paragraph 1.

(MINISTRY OF JUSTICE)

LESSOR:

**Charlie Tawhiao, Mita Ririnui,
Maureen Ririnui, Puhirake Ihaka,
Kerewai Wanakore, Wena Harawira,
Whitiora McLeod, Turi Ngatai
and Anthony Fisher**

Correct for the purposes of the
Land Transfer Act 1952

.....
SOLICITOR FOR THE LESSEE

LESSEE:

HER MAJESTY THE QUEEN
acting by and through the
Chief Executive of the
MINISTRY OF JUSTICE

Particulars entered in the
Register as shown herein
on the date and at the
time endorsed below

MEMORANDUM OF LEASE

**The Chief Executive
MINISTRY OF JUSTICE
Wellington**