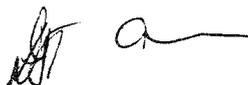


SCHEDULE 2

**COMMERCIAL REDRESS
SCHEDULE**

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**PART 1: DESCRIPTIONS OF AND REDRESS VALUES FOR
COMMERCIAL REDRESS PROPERTIES**

(Clause 14.1.2)

NGĀTI MUTUNGA DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE

PART 1: DESCRIPTIONS OF AND REDRESS VALUES FOR COMMERCIAL REDRESS PROPERTIES

Street address	Redress Value	Legal Description (all in Taranaki Land District – New Plymouth District)	Encumbrances	Transferor Agency
19 Whakapaki Street, Urenui	\$85,000	1019 square metres more or less, being Section 1 SO 13422. All Gazette Notice 433444.		Office of Treaty Settlements
11 Uruti Road, Uruti (Uruti School)	\$30,000	2.1979 hectares, more or less, being Part Section 24 Block XI Mimi Survey District. Computer Freehold Register 203517.	Subject to lease to Ministry of Education.	Ministry of Education
1 Takiroa Street, Urenui (Urenui School)	\$174,700	2.8293 hectares, more or less being Part Section 3 Urenui Town Belt. Part Computer Freehold Register 203516.	Subject to: • Lease to Ministry of Education; • public right of way over area A on DP 340012 along northern boundary to Urenui cemetery; Appurtenant to: • Right to drain sewage (T.166407).	Ministry of Education

**PART 2: TERMS OF TRANSFER OF COMMERCIAL REDRESS
PROPERTIES**

(Clause 14.2.2)

PART 2: TERMS OF TRANSFER

1. TRANSFER SUBJECT TO ENCUMBRANCES AND AS REDRESS

- 1.1 The Crown must transfer the fee simple estate in a Commercial Redress Property on the terms set out in Part 14 of the Deed, and in this Part 2 of the Commercial Redress Schedule, subject to:
- 1.1.1 all memorials noted on the register of title to the Commercial Redress Property at the Date of this Deed; and
 - 1.1.2 any other Encumbrance set out in Part 1 of the Commercial Redress Schedule in relation to that property (and any lease, tenancy, licence or occupancy arrangement granted with the prior consent of the Governance Entity under paragraph 2.2).
- 1.2 A Commercial Redress Property will be transferred as Redress and without charge to, or consideration to be provided or paid by, the Governance Entity or any other person.

2. OBLIGATIONS PRIOR TO SETTLEMENT DATE

- 2.1 The Crown must maintain a Commercial Redress Property until the Settlement Date in substantially the same condition as it is in at the Date of this Deed, fair wear and tear excepted.
- 2.2 Between the Date of this Deed and the Settlement Date the Crown must consult with, and obtain the prior consent of, the Governance Entity (that consent not to be unreasonably withheld or delayed) before:
- 2.2.1 agreeing to any material variation in the terms of any lease, tenancy, licence or occupancy arrangement (and before granting any new lease, tenancy, licence or occupancy arrangement) in respect of a Commercial Redress Property; or
 - 2.2.2 procuring any consent, or providing any waiver, under the Resource Management Act, or other legislation, that materially affects a Commercial Redress Property.
- 2.3 The Crown must, if it carries out works, or gives specific authority in writing for works to be carried out, on a Commercial Redress Property, between the Date of this Deed and the Settlement Date, for which the Crown must by law obtain a building consent or permit, comply with any obligations imposed on the Crown under the Building Act in respect of such works.
- 2.4 The Crown must pay all charges for electric power, gas, water, and other utilities that the Crown owes as owner of a Commercial Redress Property until the Settlement Date except where those charges are payable by any tenant or occupant directly to the relevant supplier.
- 2.5 Subject to the terms of any lease, tenancy, licence or occupancy arrangement of a Commercial Redress Property, the Crown must use reasonable endeavours to obtain permission for the Governance Entity (or any person authorised by the Governance Entity), upon reasonable notice, to enter a Commercial Redress Property on one occasion before the Settlement Date to examine that property.

PART 2: TERMS OF TRANSFER

3. POSSESSION AND SETTLEMENT

- 3.1 On the Settlement Date, possession must be given and taken of a Commercial Redress Property subject to the memorials and Encumbrances referred to in paragraphs 1.1.1 and 1.1.2.
- 3.2 Subject to paragraph 9, on the Settlement Date the Crown must hand to the Governance Entity:
- 3.2.1 a registrable memorandum of transfer of a Commercial Redress Property (to be prepared by the Crown and, if necessary, signed by the Governance Entity);
- 3.2.2 all other instruments in registrable form which may be required for the purpose of registering the memorandum of transfer; and
- 3.2.3 all contracts and other documents which create unregistered rights, interests and obligations affecting the registered proprietor's interest and which will continue following Settlement.
- 3.3 All outgoing and incoming, excluding insurance premiums, must be apportioned at the Settlement Date.
- 3.4 The Crown must supply a statement of apportionments to the Governance Entity before the Settlement Date. On the Settlement Date:
- 3.4.1 the Governance Entity must pay to the Crown the amount by which the outgoing (except for insurance premiums) for a Commercial Redress Property pre-paid by the Crown in respect of a period after the Settlement Date exceed the incoming received by the Crown for that period; or
- 3.4.2 the Crown must pay to the Governance Entity the amount by which the incoming received by the Crown in respect of a period after the Settlement Date exceed the outgoing (except for insurance premiums) for a Commercial Redress Property pre-paid by the Crown for that period.
- 3.5 The Crown must make available to the Governance Entity on the Settlement Date any keys to exterior doors to, and electronic door openers (if any) and/or security codes to alarms (if any) for, a Commercial Redress Property that are in the possession of the Crown at the Settlement Date.
- 3.6 A Commercial Redress Property must be transferred inclusive of all fixtures and fittings that are owned by the Crown and are situated on the Commercial Redress Property at the Date of this Deed and those fixtures and fittings will be free from any charge.
- 3.7 No chattels situated on or about a Commercial Redress Property will be included in the transfer of the Commercial Redress Property. Any issue as to the ownership of, and liability for, any such chattels, and any fixtures or fittings owned or installed by any tenant or occupant of the Commercial Redress Property, must be resolved between the Governance Entity and the tenant or occupant (without reference to the Crown).

PART 2: TERMS OF TRANSFER

3.8 A Commercial Redress Property which is not subject to any lease, tenancy, licence or occupancy arrangement is to be transferred with vacant possession.

4. RISK AND INSURANCE

4.1 A Commercial Redress Property will remain at the sole risk of the Crown until the Settlement Date and, from the Settlement Date, it will remain at the sole risk of the Governance Entity.

4.2 In the event that, prior to the giving and taking of possession, a Commercial Redress Property is destroyed or damaged and such destruction or damage has not been made good by the Settlement Date, then the following provisions will apply:

4.2.1 if the Commercial Redress Property is untenable on the Settlement Date, the Governance Entity may:

(a) complete the transfer on condition that the Crown pay to the Governance Entity (as alternative redress) an amount equal to the amount of diminution in value of the Commercial Redress Property as at the Settlement Date; or

(b) cancel the proposed transfer of the Commercial Redress Property by giving the Crown notice in writing, in which case the Crown will promptly pay to the Governance Entity (as alternative redress) the Redress Value of the Commercial Redress Property; and

4.2.2 if the Commercial Redress Property is tenable on the Settlement Date, the Governance Entity will complete the transfer on the condition that the Crown pay to the Governance Entity (as alternative redress) an amount equal to the amount of the diminution in value of the Commercial Redress Property as at the Settlement Date; and

4.2.3 either Party may give the other Party notice in writing requiring that any dispute as to the application of this paragraph 4.2 be determined by an arbitrator to be appointed by the president or vice-president of the Taranaki District Law Society, and the Party serving the notice may at any time after that refer the dispute to the arbitrator for determination under the Arbitration Act. If the dispute is not determined by the Settlement Date then the Parties' obligations relating to transfer and possession of the Commercial Property will be deferred until the fifth Business Day following the date on which the dispute is determined. The arbitrator may determine that the possession date will not be deferred or will be deferred to another day or days.

4.3 The Governance Entity will not be required to take over any insurance policies in relation to a Commercial Redress Property held by the Crown.

5. REDRESS VALUE

5.1 For the purposes of establishing:

5.1.1 a diminution in value of a Commercial Redress Property under paragraphs 4.2.1(a) or 4.2.2; or

PART 2: TERMS OF TRANSFER

5.1.2 the amount of any damages arising out of a breach by the Crown of any of its obligations under this Part 2 of the Commercial Redress Schedule in respect of a Commercial Redress Property,

the Redress Value of the Commercial Redress Property will be treated as the value of that property immediately before the relevant event or breach.

6. BOUNDARIES, TITLE, ETC

6.1 The Crown will not be bound to point out the boundaries of a Commercial Redress Property.

6.2 The Governance Entity:

6.2.1 has accepted the Crown's title to a Commercial Redress Property as at the Date of this Deed; and

6.2.2 may not make any objections to, or requisitions on, it.

6.3 Except as otherwise expressly set out in this Part 2 of the Commercial Redress Schedule, no error, omission or misdescription of a Commercial Redress Property or its title shall annul the transfer of the Commercial Redress Property.

6.4 The Crown will not be liable to pay for, or contribute towards, the expense of erection or maintenance of any fence between a Commercial Redress Property and any contiguous land of the Crown and:

6.4.1 this clause will not continue for the benefit of any subsequent purchaser of the contiguous land; and

6.4.2 the Crown may require the inclusion of a fencing covenant to this effect in any transfer of the Commercial Redress Property.

7. OBLIGATIONS

7.1 If the Crown receives any notice or demand in relation to a Commercial Redress Property from the Crown, any territorial authority or any tenant after the Settlement Date, the Crown will, if not paying or complying with such notice or demand, promptly deliver it to the Governance Entity or the Governance Entity's solicitor, and if the Crown fails to do so the Crown will be liable for any penalty incurred.

7.2 Immediately after the Settlement Date, the Crown will give notice of the transfer of a Commercial Redress Property to the territorial authority having jurisdiction in respect of that property.

8. DISCLOSURE INFORMATION

8.1 The Crown warrants to the Governance Entity that, at the Date of this Deed, the Disclosure Information in relation to a Commercial Redress Property is all the material information that relates to the Commercial Redress Property, of which the Transferor Agency is aware, the Transferor Agency having inspected its records but not having undertaken a physical

PART 2: TERMS OF TRANSFER

inspection of the Commercial Redress Property or made enquiries beyond the records of the Transferor Agency.

8.2 Except as provided in paragraph 8.1, the Crown gives no representation or warranty (whether express or implied) nor accepts any responsibility with respect to:

8.2.1 a Commercial Redress Property including as to its ownership, management, occupation, physical condition, use or compliance with:

(a) any legislation including by-laws; or

(b) any enforcement or other notice, requisition or proceedings issued by any authority; or

8.2.2 the completeness or accuracy of the Disclosure Information in relation to a Commercial Redress Property.

8.3 Ngāti Mutunga acknowledges that (although the Crown is not giving any representation or warranty in relation to any Commercial Redress Property except as provided in paragraph 8.1) Ngāti Mutunga had the opportunity prior to the Date of this Deed (in addition to being able to examine the Disclosure Information) to:

8.3.1 inspect each Commercial Redress Property; and

8.3.2 determine its state and condition.

9. DELAYED TRANSFER OF LEGAL TITLE

9.1 If a certificate of title for a Commercial Redress Property has not been issued under the Land Transfer Act, and it is not contained in a computer freehold register, the Crown covenants for the benefit of the Governance Entity that it will:

9.1.1 arrange for the creation of a commercial freehold register or registers for that Commercial Redress Property; and

9.1.2 transfer title to the property, as soon as is reasonably practicable, but no later than five years after the Settlement Date.

9.2 The covenant given by the Crown under paragraph 9.1 shall (whether registered or not) have effect and be enforceable, despite being positive in effect and there being no dominant tenement.

9.3 If paragraph 9.1 applies then, for the period from the Settlement Date until the date that the Crown transfers the title to that Commercial Redress Property to the Governance Entity:

9.3.1 the Governance Entity will be the beneficial owner of that property; and

PART 2: TERMS OF TRANSFER

9.3.2 all the other obligations and rights to be performed or arising on the Settlement Date will still be performed and arise as if full legal title had passed to the Governance Entity on the Settlement Date.

10. MISCELLANEOUS

Further Assurances

10.1 The Crown and the Governance Entity must, at the request of the other, sign and deliver any further documents or assurances and do all acts and things that the other may reasonably require to give full force and effect to clauses 14.2 and 14.3 of the Deed and this Part 2 of the Commercial Redress Schedule.

Non merger

10.2 On transfer of the Commercial Redress Properties to the Governance Entity, the provisions of this Part 2 of the Commercial Redress Schedule will not merge and, to the extent any provision has not been fulfilled, will remain in force.

PART 3: LEASES FOR LEASEBACK PROPERTIES

(Clause 14.5)

NGĀTI MUTUNGA DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

**MINISTRY OF EDUCATION
LONG TERM LEASE OF BARE GROUND
FOR STATE SCHOOL PURPOSES**

MEMORANDUM OF LEASE dated _____ [Year]

LESSOR [Governance Entity] ("the Lessor")

LESSEE **HER MAJESTY THE QUEEN** acting by and through the Secretary for Education ("the Lessee")

WHEREAS the Lessor owns the Land hereafter described in Item 1 of Schedule A ("the Land")

AND WHEREAS the Lessor has agreed to lease the Land to the Lessee on the terms and conditions hereinafter appearing.

The Lessor HEREBY LEASES to the Lessee the Land from the Commencement Date, at the annual rental, for the term with the right(s) of renewal and for the Permitted Use all as described in Schedule "A".

The Lessor and the Lessee covenant as set out in Schedule "B".

The Lessee hereby accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants in Schedules "A" and "B".

SIGNED by _____)
_____)
as Lessor by two of its trustees: _____)

Trustee's Signature

Trustee's Full Name (please print)

Trustee's Signature

Trustee's Full Name (please print)

SIGNED for and on behalf _____)
of HER MAJESTY THE QUEEN as Lessee by _____)
<NAME> _____)
(acting pursuant to a delegation _____)
given to him by the Secretary for _____)
Education in the presence of: _____)

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

SCHEDULE A

ITEM 1 THE LAND

All that parcel of land being 2.1979 hectares more or less, being part Section 24 Block XI Mimi Survey District, and Computer Freehold Register 203517 (Taranaki Registry).

ITEM 2 THE COMMENCEMENT DATE

<Date>.

ITEM 3 ANNUAL RENT

\$1,950 plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the <Date> day of <Month & Year>.

ITEM 4 TERM OF LEASE

21 years.

ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates or levies payable to any local or territorial 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 charges relating to the repair and maintenance of any Lessee Improvements as hereafter described (whether of a structural nature or not).
- 5.5 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.6 Carparking area maintenance and repair.
- 5.7 All costs associated with the repair, maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Uses referred to in clause 2.3.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each from the <Date>, and each 21st yearly anniversary after that date.

ITEM 8 RENT REVIEW DATES

<Date> and 7 yearly thereafter.

ITEM 9 LESSOR'S PROPERTY

Nil

ITEM 10 LESSEE'S IMPROVEMENTS

[List all existing buildings and improvements on the Land together with all playing fields and subsoil works constructed or installed by the Lessee or any agent of the Lessee on the Land].

ITEM 11 CLAUSE 3.4 b. NOTICE

To: [Governance Entity]

(hereafter called "the Lessor")

And to: The Secretary
Ministry of Education
National Property Office
Private Box 1666
WELLINGTON

(hereafter called "the Lessee")

From: [Mortgagee / Chargeholder]

(hereafter called "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 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 3.4 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 reasonable period after the expiration or sooner determination of the Lease (hereafter collectively called "the relevant period");

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

- (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 acknowledgment is irrevocable.

.....

(LENDER EXECUTION)

/ /<Year>

ITEM 12 CLAUSE 3.4 c. NOTICE

To: [Governance Entity]

(hereafter called "the Lessor")

And to: The Secretary
Ministry of Education
National Property Office
Private Box 1666
WELLINGTON

(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 3.4 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 reasonable period after the expiration or sooner determination of the Lease.



PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

SCHEDULE B

PART I - PRELIMINARY

1 Definitions

- 1.1 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 person executing this Lease as Lessee;
 - ii all the 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.
- c Words importing the singular or plural number shall include the plural or singular number respectively.
- 1.2 "Board" shall have the same meaning as that defined in s 2 of the Education Act 1989.
- 1.3 "Education Act 1989" means the Education Act 1989 and its amendments or any Act passed in substitution for it.
- 1.4 "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.
- 1.5 "The Land", "The Commencement Date", "Annual Rental", "Term of the Lease", "Lessee's Outgoings" and "Permitted Use" shall have the meanings ascribed to them in Schedule A.
- 1.6 "Lessee's Improvements" shall mean all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent or sublessee or licensee of the Lessee prior to or after the commencement of this Lease including those listed in Item 10 of Schedule A but shall exclude "Lessor's Property".
- 1.7 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under the provisions of this Lease.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

- 1.8 "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 either on the Land at the commencement Date or placed on the Land by the Lessor after the Commencement Date.
- 1.9 "the Property Occupancy Document" means a notice specifying the terms and conditions subject to which a Board occupies land and buildings issued by the Secretary for Education pursuant to s 70 of the Education Act 1989 and includes a licence to occupy or other agreement granted under those provisions.
- 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.

PART II - LESSEE'S COVENANTS

2 Lessee's Covenants

2.1 Payment of Annual Rent

The Lessee shall pay the annual rent in the manner and at the times provided in Item 3 of Schedule A.

2.2 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 Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.

2.3 Permitted Uses of Land

a Primary Use

The Land may be used for education purposes.

b Subsidiary Use

If any part of the Land is not required for education purposes, then that part of the land may be used for any of the following purposes:

- (i) any other Government Work;
- (ii) any use undertaken, established, managed, operated or maintained by a Crown Entity (as defined in s 2 Public Finance Act 1989) for any public purpose;
- (iii) any use of the whole or any part of the Land consented to by the Lessee as Sublessor under clause 4.2 of this Lease.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

2.4 Compliance with Law

The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost in 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.

2.5 Avoidance of Danger

The Lessee shall:

- a take all reasonable precautions to minimise any danger or hazard arising from the 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.

2.6 Maintenance of Lessee's Improvements

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

2.7 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.

2.8 Rubbish Removal

The Lessee shall regularly cause all rubbish and garbage to be removed from the Land and will keep any rubbish bins or containers in a tidy condition. The Lessee will also at the Lessee's expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the territorial authority.

2.9 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, sign board 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.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

2.10 Insurance

The Lessee shall (except where the Lessee is Her Majesty the Queen) 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.

2.11 Sundry Lessee Acknowledgments

The Lessee acknowledges that:

- a 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 the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems it reasonably necessary for the purposes of the Permitted Use;
- c it has entered into this Lease in reliance on its own judgment and not in reliance on any representation or warranty by the Lessor.

2.12 Goods and Services Tax

The Lessee shall pay to the Lessor or as the Lessor shall direct the goods and services tax (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 payments shall be payable on demand.

PART III - LESSOR COVENANTS

3 Lessor's Covenants

3.1 Quiet Enjoyment

If the Lessee pays the rent and observes and performs 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.

3.2 Construction of or Alterations To Lessee's Improvements

- a The Lessee may construct Lessee's Improvements and to make any alterations or additions to Lessee's Improvements without the prior approval of the Lessor where it is necessary or incidental to the Permitted Use. In all other cases, the Lessee shall be obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements which are not necessary or incidental to the Permitted Use, and consent shall not be withheld unreasonably or arbitrarily.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

- b The Lessee may negotiate and conclude such easements and all other like rights and interests over or for the benefit of the Land as are necessary or incidental to either:
- i the Permitted Use; or
 - ii any permitted alterations or additions to the Lessee's Improvements;

without the prior approval of the Lessor and the Lessor agrees that it will execute such documentation as is reasonably required to give legal effect to the rights so created.

3.3 Lessor's Property

- a 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 10 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.
- b The Lessor further acknowledges that the Lessee may at its absolute discretion 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 which are not listed as Lessor's Property are Lessee's Improvements.

3.4 Lessor's Acknowledgments 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 those improvements are annexed to the Land;
 - ii Lessee's Improvements are to be 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, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgment of all existing mortgagees or chargeholders of the Land in the form prescribed in Schedule A Item 11 duly executed by the mortgagees or chargeholders. It is acknowledged by the Lessor that the Lessee shall not be required to execute this Lease until the provisions of this subclause have been fully satisfied;
- c Should the Lessor, subsequent to the Commencement Date, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed mortgagee or chargeholder the written acknowledgment prescribed in Schedule A

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

Item 12. It is acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and that it will deliver executed originals of those acknowledgments to the Lessee within 3 working days from the date of their receipt by the Lessor (time being of the essence);

- d The Lessee may demolish or remove any Lessee's Improvements from the Land at any time during this Lease without the consent of the Lessor upon the condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such removal.

3.5 Designation

The Lessor covenants that it will consent to the Lessee seeking and obtaining a designation of the Land for the purposes of the Permitted Use under the provisions of the Resource Management Act 1991 or any Act passed in substitution for that enactment, and that the Lessor shall further consent to the Lessee maintaining that designation for the duration of this Lease.

3.6 Lessee Break Option

The Lessee may at any time during the continuance of this Lease, or any renewal of it determine this Lease by giving not less than 6 months notice in writing. The Lease shall expire upon expiration of the notice and the Lessee shall, at that time, pay a further one year's rental to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage accruing to the Lessor from the determination, but without prejudice to any antecedent breach of this Lease by the Lessee prior to its termination.

3.7 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 accident, damage or injury occurring to any personal property in or about the Land, except where that is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

3.8 Benefits to Land Not to be Restricted or Cancelled

The Lessor shall not cancel, surrender or modify any easements or other like 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.

PART IV - MUTUAL COVENANTS

4 Mutual Covenants

4.1 Assignment

- a The Lessee shall be permitted as of right to assign its interest under this Lease to any "Crown Entity" as defined in Section 2 of the Public Finance Act 1989, but shall not otherwise be able to assign its interest under this Lease;

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

- b It is acknowledged between the parties that a transfer of the interest of one "Department" as defined in Section 2 of the Public Finance Act 1989 to another Department shall be permitted as of right by the Lessor and shall not be deemed to be an assignment for the purposes of this clause 4.1 or a subletting for the purposes of clause 4.2.

4.2 Subletting

The Lessee shall be permitted as of right to sublet or to grant a licence to occupy to:

- a any "Crown Entity" as defined in Section 2 of the Public Finance Act 1989; or
- b any person or body where:
 - i The Land is used for the purposes of a school and a part of the Land is not needed by the school occupying it; and
 - (1) It is considered by the Lessee that it is in the public interest to grant a sublease or licence; and
 - (2) The sublease or licence will bring no significant educational disadvantage (or no educational disadvantage at all) to any school concerned or to its community; or will bring to the school concerned educational beliefs that outweigh any educational disadvantages; and
 - ii The sublease or licence is essential or conducive to the carrying out of the then existing Permitted Use;

but otherwise no subletting or licensing shall be permitted.

4.3 Occupancy by School Board of Trustees

Where the Lessee Her Majesty the Queen acting by and through the Secretary for Education has issued either a licence to occupy or a property occupancy document to any school board of trustees constituted under the Education Act 1989 then the occupancy so conferred shall not be an underletting or an assignment to which clause 4.1 relates and shall be permitted as of right. The Lessor agrees that the covenant for quiet enjoyment contained in clause 3.1 extends to and includes the occupancy of the Land by any such Board whether pursuant to a licence to occupy or a property occupancy document.

4.4 Further Provisions Relating to Subletting and Assignment

- a 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.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

- b Any assignment or subletting of the type or in the manner referred to in Section 109(2) of the Property Law Act 1952 shall be a breach of the provisions of this Lease.

4.5 Lessor May Remedy Lessee Default

- a If the Lessee defaults in the observance or performance of any of the Lessee's obligations and if the Lessor has first served not less than 21 clear days written notice of its intention to enter upon the Land and to do such things required to make good any Lessee default, then it shall be lawful for the Lessor (in addition to any of its remedies) to enter the Land and do all such things required to make good the default and to recover the costs of such action from the Lessee;
- b Any notice served under the provisions of clause 4.5 a. shall specify sufficient particulars to adequately advise the Lessee of the breach 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 notice void.

4.6 Lessee's Improvements

- a Upon the termination of this Lease, the Lessee shall have the right to remove 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 reasonable period from the termination of the Lease, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee until that time and that no prior consent of the Lessor shall be required in respect of any removal. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee licence to enter the Land and remove Lessee's Improvements and that this provision shall enure 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;
- b The Lessee covenants that it will have no claim of any kind against the Lessor in respect of any Lessee's improvement or other Lessee's property which is left on the Land following the reasonable period after the termination of this Lease and that any such Lessee's property shall thereafter be deemed to have become the property of the Lessor;
- c In the event the Lessee removes its Lessee's Improvements from the Land, it shall restore the Land to a neat, tidy and safe condition subsequent to any removal;
- d 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 termination of the Lease or within three months after that time;
- e 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.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

4.7 Renewal

- a If the Lessee has observed and performed its covenants under this Lease and given written notice to renew the Lease at least three calendar months prior to the end of the initial term of 21 years (time not being of the essence of such notice) then the Lessor will at the cost of the Lessee renew the Lease for the next further term from the renewal date as follows;
- b The annual rent shall be agreed upon or failing agreement shall be determined in accordance with clause 4.8; and
- c Otherwise the renewed lease shall be upon and subject to the covenants and agreements expressed or implied in this Lease, including this right of renewal.

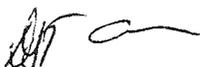
4.8 Rent Review

- a The annual rent shall be reviewed by the Lessor at intervals of 7 years to an annual rent of 6.5% of:
 - i the value of the Land as vacant land in an unsubdivided state assessed in accordance with its underlying zoning or as a school site, whichever is the greater; and
 - ii the value of any Lessor's property on the Land;

(hereafter referred to as "the Reviewed Annual Rent")

in the following manner:

- (1) The Lessor shall commence a review by not earlier than 3 months prior to any Rent Review Date or at any time up to one year after any Rent Review Date (time being of the essence) by giving written notice to the Lessee specifying the annual rent considered by the Lessor to be the Reviewed Annual Rent as at that Rent Review Date;
- (2) If, by written notice to the Lessor within 28 days after receipt of the Lessor's notice, the Lessee disputes that the proposed new annual rent is the Reviewed Annual Rent, then the new rent shall be determined in accordance with the provisions of clause 4.8 b.;
- (3) The annual rent so determined or accepted shall be the annual rent from the Rent Review Date or the date of the Lessor's notice if such notice is given later than 3 months after the Rent Review Date;
- (4) Pending the determination of the new rent, the Lessee shall pay the rent specified in the Lessor's notice provided that the rent is substantiated by a registered valuer's report. Upon determination of the new rent, an appropriate adjustment shall be made;



PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

- (5) The rent review at the option of either party may be recorded in a variation of this lease, the cost of which shall be payable by the Lessee.
- b Immediately following receipt by the Lessor of the Lessee's notice, the parties shall endeavour to agree upon the reviewed annual rent but if agreement is not reached within 28 days then the new rent may be determined either:
- i by one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - ii if the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (1) each party shall appoint a valuer and give written notice of the appointment to the other party within 28 days of the parties agreeing to so determine the new rent;
 - (2) the valuers appointed before commencing their determination shall appoint an umpire who shall be a registered valuer or solicitor of the High Court. In the event the valuers fail to agree upon an umpire, the appointment of an umpire shall be made by the president of the Arbitrator's Institute of New Zealand Incorporated on the joint application of the valuers;
 - (3) the valuers shall determine the Reviewed Annual Rent of the premises and if they fail to agree then the rent shall be determined by the umpire;
 - (4) each party shall be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and they shall have regard to any such representations but not be bound thereby.

When the rent has been determined, the umpire or the valuers shall give written notice thereof to the parties. Any umpire notice shall provide how the costs of the determination shall be borne and such provisions shall be binding on the parties. Where the rent is determined by the parties' valuers and not the umpire, the parties shall pay their own costs.

4.9 Distress

The Lessor may distrain for rent or other monies payable under this Lease, if they remain unpaid thirty days after their due date provided however that so long as Her Majesty the Queen is the Lessee the provisions of this clause shall not apply.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

4.10 Re-Entry

- a The Lessor may re-enter the premises where:
- i Rent is in arrears for a period exceeding 30 days after any rent payment date; or
 - ii The Lessee is in breach of any covenant on the Lessee's part; or
 - 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; or
 - iv The Lessee becomes insolvent, bankrupt or goes into liquidation;

and the term of this Lease shall terminate on such re-entry but without prejudice to the rights of either party against the other;

- b Whilst Her Majesty the Queen is the Lessee and should Her Majesty the Queen either default in the payment of any rent for a period exceeding thirty 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:
- i Serve a notice ("the Default Notice") on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged;
 - ii The Default Notice notwithstanding anything to the contrary contained in clause 4.10 a. above shall specify that:
 - (1) The Lessee must within 30 days of receipt of the notice remedy the default specified; and
 - (2) Should the Lessee not remedy the default specified within that time, the Lessor shall thereafter be at liberty to re-enter the Land and to determine this Lease pursuant to this clause;
- c The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 4.10 b. have been satisfied in full and that any re-entry contrary to the provisions of clause 4.10 b. shall be null and void ab initio.

4.11 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;

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

- c Should any property referred to in subclauses 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 that decision whatever it may be.

4.12 Rating Assessments

The parties agree that the Lessee may at any time make application 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.

4.13 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.

4.14 Differences and Disputes

All differences or disputes that may arise between the parties concerning this Lease shall be the subject of negotiations in good faith with a view to achieving resolution and, if those negotiations are not successful, shall be referred to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before their entering upon the reference) in accordance with the Arbitration Act 1996 or re-enactment thereof for the time being in force.

4.15 Service of Notices

- a Notices given under this Lease by the Lessor shall be served on the Lessee by hand delivery in accordance with Section 152 of the Property Law Act or by registered mail addressed to:

The Property Manager
National Office
Ministry of Education
Private Bag 1666
WELLINGTON.

- b Notices given under this Lease by the Lessee shall be served on the Lessor by hand delivery in accordance with Section 152 of the Property Law Act or by registered mail addressed to:

[INSERT PARTICULARS WHEN KNOWN]

- c Notices shall be deemed to be served at the time of delivery, or in the case of notices which are posted by registered mail, two days after the date of posting.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

4.16 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. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease prior to registration.

4.17 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 negotiation, 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.

4.18 Interest

If the Lessee shall fail to pay any instalment of rent or other sum of the 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% 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.

NGĀTI MUTUNGA DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE

PART 3: LEASES FOR LEASEBACK PROPERTIES: URUTI SCHOOL

LESSOR:

[Governance Entity] _____

Correct for the purposes of the
Land Transfer Act 1952

.....
SOLICITOR FOR THE LESSEE

LESSEE:

HER MAJESTY THE QUEEN
acting by and through the Secretary
for Education

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

MEMORANDUM OF LEASE

**THE SECRETARY
MINISTRY OF EDUCATION
NATIONAL OFFICE
WELLINGTON**

NGĀTI MUTUNGA DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

**MINISTRY OF EDUCATION
LONG TERM LEASE OF BARE GROUND
FOR STATE SCHOOL PURPOSES**

MEMORANDUM OF LEASE dated _____ [Year]

LESSOR [Governance Entity] ("the Lessor")

LESSEE **HER MAJESTY THE QUEEN** acting by and through the Secretary for Education ("the Lessee")

WHEREAS the Lessor owns the Land hereafter described in Item 1 of Schedule A ("the Land")

AND WHEREAS the Lessor has agreed to lease the Land to the Lessee on the terms and conditions hereinafter appearing.

The Lessor HEREBY LEASES to the Lessee the Land from the Commencement Date, at the annual rental, for the term with the right(s) of renewal and for the Permitted Use all as described in Schedule "A".

The Lessor and the Lessee covenant as set out in Schedule "B".

The Lessee hereby accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants in Schedules "A" and "B".

SIGNED by _____)
as Lessor by two of its trustees: _____)

Trustee's Signature

Trustee's Full Name (please print)

Trustee's Signature

Trustee's Full Name (please print)

SIGNED for and on behalf _____)
of HER MAJESTY THE QUEEN as Lessee by _____)
<NAME> _____)
(acting pursuant to a delegation _____)
given to him by the Secretary for _____)
Education in the presence of: _____)

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

SCHEDULE A

ITEM 1 THE LAND

All that parcel of land being 2.8293 hectares, more or less being Part Section 3 Urenui Town Belt, and being Part Computer Freehold Register 203516 (Taranaki Registry) together with an appurtenant right to drain sewage created by Transfer 166407 and subject to a right of way easement to be created over area A on DP 340012.

ITEM 2 THE COMMENCEMENT DATE

<Date>.

ITEM 3 ANNUAL RENT

\$11,355.50 plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the <Date> day of <Month & Year>.

ITEM 4 TERM OF LEASE

21 years.

ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates or levies payable to any local or territorial 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 charges relating to the repair and maintenance of any Lessee Improvements as hereafter described (whether of a structural nature or not).
- 5.5 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.6 Carparking area maintenance and repair.
- 5.7 All costs associated with the repair, maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Uses referred to in clause 2.3.

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each from the <Date>, and each 21st yearly anniversary after that date.

ITEM 8 RENT REVIEW DATES

<Date> and 7 yearly thereafter.

ITEM 9 LESSOR'S PROPERTY

Nil

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

ITEM 10 LESSEE'S IMPROVEMENTS

[List all existing buildings and improvements on the Land together with all playing fields and subsoil works constructed or installed by the Lessee or any agent of the Lessee on the Land].

ITEM 11 CLAUSE 3.4 b. NOTICE

To: [Governance Entity]

(hereafter called "the Lessor")

And to: The Secretary
Ministry of Education
National Property Office
Private Box 1666
WELLINGTON

(hereafter called "the Lessee")

From: [Mortgagee / Chargeholder]

(hereafter called "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 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 3.4 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 reasonable period 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 acknowledgment is irrevocable.

.....
(LENDER EXECUTION)

/ /<Year>

ITEM 12 CLAUSE 3.4 c. NOTICE

To: [Governance Entity]

(hereafter called "the Lessor")

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

And to: The Secretary
Ministry of Education
National Property Office
Private Box 1666
WELLINGTON

(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 3.4 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 reasonable period after the expiration or sooner determination of the Lease.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

SCHEDULE B

PART I - PRELIMINARY

1 Definitions

- 1.1 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 person executing this Lease as Lessee;
 - ii all the 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.
- c Words importing the singular or plural number shall include the plural or singular number respectively.
- 1.2 "Board" shall have the same meaning as that defined in s 2 of the Education Act 1989.
- 1.3 "Education Act 1989" means the Education Act 1989 and its amendments or any Act passed in substitution for it.
- 1.4 "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.
- 1.5 "The Land", "The Commencement Date", "Annual Rental", "Term of the Lease", "Lessee's Outgoings" and "Permitted Use" shall have the meanings ascribed to them in Schedule A.
- 1.6 "Lessee's Improvements" shall mean all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent or sublessee or licensee of the Lessee prior to or after the commencement of this Lease including those listed in Item 10 of Schedule A but shall exclude "Lessor's Property".
- 1.7 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under the provisions of this Lease.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

- 1.8 "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 either on the Land at the commencement Date or placed on the Land by the Lessor after the Commencement Date.
- 1.9 "the Property Occupancy Document" means a notice specifying the terms and conditions subject to which a Board occupies land and buildings issued by the Secretary for Education pursuant to s 70 of the Education Act 1989 and includes a licence to occupy or other agreement granted under those provisions.
- 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.

PART II - LESSEE'S COVENANTS

2 Lessee's Covenants

2.1 Payment of Annual Rent

The Lessee shall pay the annual rent in the manner and at the times provided in Item 3 of Schedule A.

2.2 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 Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.

2.3 Permitted Uses of Land

a Primary Use

The Land may be used for education purposes.

b Subsidiary Use

If any part of the Land is not required for education purposes, then that part of the land may be used for any of the following purposes:

- (i) any other Government Work;
- (ii) any use undertaken, established, managed, operated or maintained by a Crown Entity (as defined in s 2 Public Finance Act 1989) for any public purpose;
- (iii) any use of the whole or any part of the Land consented to by the Lessee as Sublessor under clause 4.2 of this Lease.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

2.4 Compliance with Law

The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost in 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.

2.5 Avoidance of Danger

The Lessee shall:

- a take all reasonable precautions to minimise any danger or hazard arising from the 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.

2.6 Maintenance of Lessee's improvements

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

2.7 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.

2.8 Rubbish Removal

The Lessee shall regularly cause all rubbish and garbage to be removed from the Land and will keep any rubbish bins or containers in a tidy condition. The Lessee will also at the Lessee's expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the territorial authority.

2.9 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, sign board 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.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

2.10 Insurance

The Lessee shall (except where the Lessee is Her Majesty the Queen) 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.

2.11 Sundry Lessee Acknowledgments

The Lessee acknowledges that:

- a 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 the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems it reasonably necessary for the purposes of the Permitted Use;
- c it has entered into this Lease in reliance on its own judgment and not in reliance on any representation or warranty by the Lessor.

2.12 Goods and Services Tax

The Lessee shall pay to the Lessor or as the Lessor shall direct the goods and services tax (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 payments shall be payable on demand.

PART III - LESSOR COVENANTS

3 Lessor's Covenants

3.1 Quiet Enjoyment

If the Lessee pays the rent and observes and performs 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.

3.2 Construction of or Alterations To Lessee's Improvements

- a The Lessee may construct Lessee's Improvements and to make any alterations or additions to Lessee's Improvements without the prior approval of the Lessor where it is necessary or incidental to the Permitted Use. In all other cases, the Lessee shall be obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements which are not necessary or incidental to the Permitted Use, and consent shall not be withheld unreasonably or arbitrarily.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

- b The Lessee may negotiate and conclude such easements and all other like rights and interests over or for the benefit of the Land as are necessary or incidental to either:
 - i the Permitted Use; or
 - ii any permitted alterations or additions to the Lessee's Improvements;

without the prior approval of the Lessor and the Lessor agrees that it will execute such documentation as is reasonably required to give legal effect to the rights so created.

3.3 Lessor's Property

- a 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 10 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.
- b The Lessor further acknowledges that the Lessee may at its absolute discretion 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 which are not listed as Lessor's Property are Lessee's Improvements.

3.4 Lessor's Acknowledgments 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 those improvements are annexed to the Land;
 - ii Lessee's Improvements are to be 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, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgment of all existing mortgagees or chargeholders of the Land in the form prescribed in Schedule A Item 11 duly executed by the mortgagees or chargeholders. It is acknowledged by the Lessor that the Lessee shall not be required to execute this Lease until the provisions of this subclause have been fully satisfied;
- c Should the Lessor, subsequent to the Commencement Date, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed mortgagee or chargeholder the written acknowledgment prescribed in Schedule A

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

Item 12. It is acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and that it will deliver executed originals of those acknowledgments to the Lessee within 3 working days from the date of their receipt by the Lessor (time being of the essence);

- d The Lessee may demolish or remove any Lessee's Improvements from the Land at any time during this Lease without the consent of the Lessor upon the condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such removal.

3.5 Designation

The Lessor covenants that it will consent to the Lessee seeking and obtaining a designation of the Land for the purposes of the Permitted Use under the provisions of the Resource Management Act 1991 or any Act passed in substitution for that enactment, and that the Lessor shall further consent to the Lessee maintaining that designation for the duration of this Lease.

3.6 Lessee Break Option

The Lessee may at any time during the continuance of this Lease, or any renewal of it determine this Lease by giving not less than 6 months notice in writing. The Lease shall expire upon expiration of the notice and the Lessee shall, at that time, pay a further one year's rental to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage accruing to the Lessor from the determination, but without prejudice to any antecedent breach of this Lease by the Lessee prior to its termination.

3.7 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 accident, damage or injury occurring to any personal property in or about the Land, except where that is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

3.8 Benefits to Land Not to be Restricted or Cancelled

The Lessor shall not cancel, surrender or modify any easements or other like 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.

PART IV - MUTUAL COVENANTS

4 Mutual Covenants

4.1 Assignment

- a The Lessee shall be permitted as of right to assign its interest under this Lease to any "Crown Entity" as defined in Section 2 of the Public Finance Act 1989, but shall not otherwise be able to assign its interest under this Lease;

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

- b It is acknowledged between the parties that a transfer of the interest of one "Department" as defined in Section 2 of the Public Finance Act 1989 to another Department shall be permitted as of right by the Lessor and shall not be deemed to be an assignment for the purposes of this clause 4.1 or a subletting for the purposes of clause 4.2.

4.2 Subletting

The Lessee shall be permitted as of right to sublet or to grant a licence to occupy to:

- a any "Crown Entity" as defined in Section 2 of the Public Finance Act 1989; or
- b any person or body where:
- i The Land is used for the purposes of a school and a part of the Land is not needed by the school occupying it; and
- (1) It is considered by the Lessee that it is in the public interest to grant a sublease or licence; and
- (2) The sublease or licence will bring no significant educational disadvantage (or no educational disadvantage at all) to any school concerned or to its community; or will bring to the school concerned educational beliefs that outweigh any educational disadvantages; and
- ii The sublease or licence is essential or conducive to the carrying out of the then existing Permitted Use;

but otherwise no subletting or licensing shall be permitted.

4.3 Occupancy by School Board of Trustees

Where the Lessee Her Majesty the Queen acting by and through the Secretary for Education has issued either a licence to occupy or a property occupancy document to any school board of trustees constituted under the Education Act 1989 then the occupancy so conferred shall not be an underletting or an assignment to which clause 4.1 relates and shall be permitted as of right. The Lessor agrees that the covenant for quiet enjoyment contained in clause 3.1 extends to and includes the occupancy of the Land by any such Board whether pursuant to a licence to occupy or a property occupancy document.

4.4 Further Provisions Relating to Subletting and Assignment

- a 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.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

- b Any assignment or subletting of the type or in the manner referred to in Section 109(2) of the Property Law Act 1952 shall be a breach of the provisions of this Lease.

4.5 Lessor May Remedy Lessee Default

- a If the Lessee defaults in the observance or performance of any of the Lessee's obligations and if the Lessor has first served not less than 21 clear days written notice of its intention to enter upon the Land and to do such things required to make good any Lessee default, then it shall be lawful for the Lessor (in addition to any of its remedies) to enter the Land and do all such things required to make good the default and to recover the costs of such action from the Lessee;
- b Any notice served under the provisions of clause 4.5 a. shall specify sufficient particulars to adequately advise the Lessee of the breach 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 notice void.

4.6 Lessee's Improvements

- a Upon the termination of this Lease, the Lessee shall have the right to remove 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 reasonable period from the termination of the Lease, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee until that time and that no prior consent of the Lessor shall be required in respect of any removal. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee licence to enter the Land and remove Lessee's Improvements and that this provision shall enure 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;
- b The Lessee covenants that it will have no claim of any kind against the Lessor in respect of any Lessee's improvement or other Lessee's property which is left on the Land following the reasonable period after the termination of this Lease and that any such Lessee's property shall thereafter be deemed to have become the property of the Lessor;
- c In the event the Lessee removes its Lessee's Improvements from the Land, it shall restore the Land to a neat, tidy and safe condition subsequent to any removal;
- d 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 termination of the Lease or within three months after that time;
- e 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.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

4.7 Renewal

- a If the Lessee has observed and performed its covenants under this Lease and given written notice to renew the Lease at least three calendar months prior to the end of the initial term of 21 years (time not being of the essence of such notice) then the Lessor will at the cost of the Lessee renew the Lease for the next further term from the renewal date as follows;
- b The annual rent shall be agreed upon or failing agreement shall be determined in accordance with clause 4.8; and
- c Otherwise the renewed lease shall be upon and subject to the covenants and agreements expressed or implied in this Lease, including this right of renewal.

4.8 Rent Review

- a The annual rent shall be reviewed by the Lessor at intervals of 7 years to an annual rent of 6.5% of:
 - i the value of the Land as vacant land in an unsubdivided state assessed in accordance with its underlying zoning or as a school site, whichever is the greater; and
 - ii the value of any Lessor's property on the Land;

(hereafter referred to as "the Reviewed Annual Rent")

in the following manner:

- (1) The Lessor shall commence a review by not earlier than 3 months prior to any Rent Review Date or at any time up to one year after any Rent Review Date (time being of the essence) by giving written notice to the Lessee specifying the annual rent considered by the Lessor to be the Reviewed Annual Rent as at that Rent Review Date;
- (2) If, by written notice to the Lessor within 28 days after receipt of the Lessor's notice, the Lessee disputes that the proposed new annual rent is the Reviewed Annual Rent, then the new rent shall be determined in accordance with the provisions of clause 4.8 b.;
- (3) The annual rent so determined or accepted shall be the annual rent from the Rent Review Date or the date of the Lessor's notice if such notice is given later than 3 months after the Rent Review Date;
- (4) Pending the determination of the new rent, the Lessee shall pay the rent specified in the Lessor's notice provided that the rent is substantiated by a registered valuer's report. Upon determination of the new rent, an appropriate adjustment shall be made;

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

- (5) The rent review at the option of either party may be recorded in a variation of this lease, the cost of which shall be payable by the Lessee.
- b Immediately following receipt by the Lessor of the Lessee's notice, the parties shall endeavour to agree upon the reviewed annual rent but if agreement is not reached within 28 days then the new rent may be determined either:
- i by one party giving written notice to the other requiring the new rent to be determined by arbitration; or
- ii if the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
- (1) each party shall appoint a valuer and give written notice of the appointment to the other party within 28 days of the parties agreeing to so determine the new rent;
- (2) the valuers appointed before commencing their determination shall appoint an umpire who shall be a registered valuer or solicitor of the High Court. In the event the valuers fail to agree upon an umpire, the appointment of an umpire shall be made by the president of the Arbitrator's Institute of New Zealand Incorporated on the joint application of the valuers;
- (3) the valuers shall determine the Reviewed Annual Rent of the premises and if they fail to agree then the rent shall be determined by the umpire;
- (4) each party shall be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and they shall have regard to any such representations but not be bound thereby.

When the rent has been determined, the umpire or the valuers shall give written notice thereof to the parties. Any umpire notice shall provide how the costs of the determination shall be borne and such provisions shall be binding on the parties. Where the rent is determined by the parties' valuers and not the umpire, the parties shall pay their own costs.

4.9 Distress

The Lessor may distrain for rent or other monies payable under this Lease, if they remain unpaid thirty days after their due date provided however that so long as Her Majesty the Queen is the Lessee the provisions of this clause shall not apply.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

4.10 Re-Entry

- a The Lessor may re-enter the premises where:
- i Rent is in arrears for a period exceeding 30 days after any rent payment date; or
 - ii The Lessee is in breach of any covenant on the Lessee's part; or
 - 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; or
 - iv The Lessee becomes insolvent, bankrupt or goes into liquidation;

and the term of this Lease shall terminate on such re-entry but without prejudice to the rights of either party against the other;

- b Whilst Her Majesty the Queen is the Lessee and should Her Majesty the Queen either default in the payment of any rent for a period exceeding thirty 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:
- i Serve a notice ("the Default Notice") on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged;
 - ii The Default Notice notwithstanding anything to the contrary contained in clause 4.10 a. above shall specify that:
 - (1) The Lessee must within 30 days of receipt of the notice remedy the default specified; and
 - (2) Should the Lessee not remedy the default specified within that time, the Lessor shall thereafter be at liberty to re-enter the Land and to determine this Lease pursuant to this clause;
- c The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 4.10 b. have been satisfied in full and that any re-entry contrary to the provisions of clause 4.10 b. shall be null and void ab initio.

4.11 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;

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

- c Should any property referred to in subclauses 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 that decision whatever it may be.

4.12 Rating Assessments

The parties agree that the Lessee may at any time make application 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.

4.13 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.

4.14 Differences and Disputes

All differences or disputes that may arise between the parties concerning this Lease shall be the subject of negotiations in good faith with a view to achieving resolution and, if those negotiations are not successful, shall be referred to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before their entering upon the reference) in accordance with the Arbitration Act 1996 or re-enactment thereof for the time being in force.

4.15 Service of Notices

- a Notices given under this Lease by the Lessor shall be served on the Lessee by hand delivery in accordance with Section 152 of the Property Law Act or by registered mail addressed to:

The Property Manager
National Office
Ministry of Education
Private Bag 1666
WELLINGTON.

- b Notices given under this Lease by the Lessee shall be served on the Lessor by hand delivery in accordance with Section 152 of the Property Law Act or by registered mail addressed to:

[INSERT PARTICULARS WHEN KNOWN]

- c Notices shall be deemed to be served at the time of delivery, or in the case of notices which are posted by registered mail, two days after the date of posting.

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

4.16 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. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease prior to registration.

4.17 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 negotiation, 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.

4.18 Interest

If the Lessee shall fail to pay any instalment of rent or other sum of the 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% 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.

NGĀTI MUTUNGA DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE

PART 3: LEASES FOR LEASEBACK PROPERTIES: URENUI SCHOOL

LESSOR:

[Governance Entity]

Correct for the purposes of the
Land Transfer Act 1952

.....
SOLICITOR FOR THE LESSEE

LESSEE:

HER MAJESTY THE QUEEN
acting by and through the Secretary
for Education

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

MEMORANDUM OF LEASE

**THE SECRETARY
MINISTRY OF EDUCATION
NATIONAL OFFICE
WELLINGTON**



PART 4: RFR DEED

(Clause 14.6)

PART 4: RFR DEED

DEED GRANTING A RIGHT OF FIRST REFUSAL

THIS DEED is made

BETWEEN

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

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister for Land Information (the "Crown").

BACKGROUND

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

IT IS AGREED as follows:

1. NOTICE TO BE GIVEN BEFORE DISPOSING OF AN RFR PROPERTY

Crown must give RFR Notice

- 1.1 The Crown must, before Disposing of an RFR Property, give an RFR Notice to the Governance Entity in respect of the property. The RFR Notice must specify any encumbrances affecting the property.

Crown may withdraw RFR notice

- 1.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts the offer in that notice under clause 2.1.
- 1.3 If the Crown withdraws an RFR Notice, this Deed still applies to the RFR Property and, in particular, the Crown must give another RFR Notice before it Disposes of the RFR Property.

PART 4: RFR DEED

2. ACCEPTANCE BY THE GOVERNANCE ENTITY

Acceptance

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

Transfer

- 2.2 If an RFR Property Contract is constituted between the Crown and the Governance Entity under clause 2.1, the Crown will transfer the RFR Property to:

2.2.1 the Governance Entity; or

2.2.2 any person nominated by the Governance Entity (a "**Nominated Transferee**") by Notice to the Crown.

- 2.3 If the Governance Entity wishes to nominate a Nominated Transferee, the Governance Entity must:

2.3.1 give Notice to the Crown under clause 2.2.2 at least 10 Business Days before settlement of the relevant RFR Property Contract is due; and

2.3.2 include in that Notice:

(a) the name of the Nominated Transferee; and

(b) any other relevant details about the Nominated Transferee.

- 2.4 If the Governance Entity specifies a Nominated Transferee under clause 2.2.2, the Governance Entity remains liable for all the Governance Entity's obligations under the relevant RFR Property Contract.

3. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

- 3.1 If:

3.1.1 the Crown gives the Governance Entity an RFR Notice; and

3.1.2 the Governance Entity does not accept the offer set out in the RFR Notice by Notice to the Crown by the Expiry Date,

the Crown:

- 3.1.3 may, at any time during the period of two years from the Expiry Date, Dispose of the RFR Property if the price, and the other terms and conditions of the Disposal, are not more favourable to the purchaser or lessee than the price, and other terms and conditions, set out in the RFR Notice to the Governance Entity; but

PART 4: RFR DEED

3.1.4 must, promptly after entering into an agreement to Dispose of the RFR Property to a purchaser or lessee:

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

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

4. RE-OFFER REQUIRED

4.1 If:

4.1.1 the Crown gives the Governance Entity an RFR Notice;

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

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

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

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

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

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

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

5.1.3 any requirement at common law or under legislation that:

- (a) must be complied with before any RFR Property is Disposed of to the Governance Entity; or
- (b) the Crown must Dispose of an RFR Property to a third party;

5.1.4 any feature of the title to any RFR Property that prevents or limits the Crown's right to Dispose of the RFR Property to the Governance Entity; and



PART 4: RFR DEED

5.1.5 any legal requirement that:

- (a) prevents or limits the Crown's ability to Dispose of an RFR Property to the Governance Entity; and
- (b) the Crown cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps do not include changing the law).

6. THIS DEED DOES NOT APPLY IN CERTAIN CASES

Disposal to certain persons are exempt

6.1 Clause 1.1 does not apply if the Crown is Disposing of an RFR Property to:

- 6.1.1 the Governance Entity or a Nominated Transferee;
- 6.1.2 a person to give effect to this Deed or to the Deed of Settlement;
- 6.1.3 a person by way of gift for charitable purposes;
- 6.1.4 the existing tenant of a house on the RFR Property that is held on the Settlement Date for education purposes by the Crown;
- 6.1.5 the lessee under a lease of the RFR Property if such Disposal is constituted by a grant of a new lease to the lessee under a right of, or option for, renewal, or under another right of the lessee to take a further lease under the provisions of the lease;
- 6.1.6 a person under a Disposal arising from a legal requirement on the Crown to consent to an assignment, subletting or other parting with possession of the RFR Property (or any part of it) at the request of the lessee of the RFR Property or otherwise;
- 6.1.7 a person who is being granted a lease of the RFR Property in accordance with a legal right created on or before the Settlement Date;
- 6.1.8 the lessee under a lease of an RFR Property granted, on or before the Settlement Date (or granted after that date but in renewal of a lease granted on or before that date), under:
 - (a) section 66 of the Land Act 1948;
 - (b) section 67 of the Land Act 1948;
 - (c) section 93(4) of the Land Act 1948; or
 - (d) the Crown Pastoral Lands Act 1998;
- 6.1.9 a person to whom the Crown:
 - (a) must offer to sell the RFR Property under sections 40(2) or 41 of the Public Works Act 1981 (or those sections as applied by any other

PART 4: RFR DEED

legislation); or

- (b) may sell the RFR Property under section 40(4) of the Public Works Act 1981 (or that sub-section as applied by section 41 of the Public Works Act 1981 or by any other legislation);

6.1.10 a person under:

- (a) sections 23, 24 or 26 of the New Zealand Railways Corporation Restructuring Act 1990; or
- (b) section 207(4) of the Education Act 1989;

6.1.11 a person under:

- (a) section 105(1) of the Public Works Act 1981;
- (b) section 117(3) of the Public Works Act 1981 (other than a person to whom the land is being Disposed of under the words "may be dealt with as Crown land under the Land Act 1948" in paragraph (b) of that section); or
- (c) section 119(2) of the Public Works Act 1981;

6.1.12 a person under section 355(3) of the Resource Management Act 1991;

6.1.13 a person under:

- (a) sections 16A or 24E of the Conservation Act 1987;
- (b) section 15 of the Reserves Act 1977;
- (c) sections 26 or 26A of the Reserves Act 1977, or any other legislation where a reserve is being vested, if:
 - (i) the reserve is vested in another person to hold and administer as a reserve under the Reserves Act 1977; and
 - (ii) the reserve would revert to the Crown if its status as a reserve was subsequently revoked;
- (d) section 93(4) of the Land Act 1948; or
- (e) legislation that:
 - (i) excludes the RFR Property from a national park within the meaning of the National Parks Act 1980; and
 - (ii) authorises the RFR Property to be Disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980 or the Reserves

PART 4: RFR DEED

Act 1977; or

- 6.1.14 a person who, immediately before the Disposal, holds a legal right created on or before the Settlement Date to:
- (a) purchase the RFR Property; or
 - (b) be offered the first opportunity to purchase the RFR Property.

Disposals to Crown Bodies exempt

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

Disposals for public works exempt

- 6.4 Clause 1.1 does not apply to the Disposal of an RFR Property to a local authority under section 50 of the Public Works Act 1981, if that local authority takes that RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 1.
- 6.5 Clause 1.1 does not apply to the Disposal of an RFR Property which:
- 6.5.1 immediately before the Disposal is held by the Crown for a public work (as defined in the Public Works Act 1981); and
 - 6.5.2 after the Disposal will be held or used for the purpose or activity which, immediately before the Disposal, constituted the public work,
- if the person to whom the RFR Property is Disposed of takes the RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 2.
- 6.6 A local authority, or a person, to whom an RFR Property is being Disposed of under clauses 3.1, 5 or 6.1 is not required to enter into a Deed under clauses 6.4 or 6.5.

Governance Entity to consent

- 6.7 The Governance Entity must sign a deed in the form set out in schedule 1 or schedule 2 if that deed is presented to it in accordance with clauses 6.2, 6.4 or 6.5 for signature.

PART 4: RFR DEED

Disposal under Public Works Act 1981

- 6.8 Clause 1.1 does not apply to the Disposal of an RFR Property under an order of the Maori Land Court under section 41(e) of the Public Works Act 1981 and section 134 of Te Ture Whenua Maori Act 1993.

Disposal of or by Crown Bodies

- 6.9 Nothing in this Deed:
- 6.9.1 affects or limits the right of the Crown or a Crown Body to sell or dispose of a Crown Body;
 - 6.9.2 requires any offer to the Governance Entity in respect of such sale or disposal before that Crown Body is sold or disposed of; or
 - 6.9.3 affects or limits the right of a Crown Body (as transferee of any RFR Property) to Dispose of that RFR Property to any other Crown Body or Crown Bodies or back to the Crown, subject in the case of a Crown Body to it entering into a deed in the form set out in schedule 1 with appropriate amendments (except where clauses 3.1, 5 or 6.1 apply).

7. NOTICE OF CERTAIN DISPOSALS

- 7.1 The Crown will advise the Governance Entity:
- 7.1.1 in an agreed manner of a Disposal of an RFR Property under clauses 5 or 6; and
 - 7.1.2 as soon as reasonably practicable after Disposal of that RFR Property (or in such other time frame as may be agreed between the Crown and the Governance Entity).

8. TIME LIMITS

- 8.1 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under this Deed.
- 8.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

9. TERM OF RIGHT OF FIRST REFUSAL

Term of RFR

- 9.1 The obligations of the Crown set out in this Deed begin on the Settlement Date and end 50 years after that Date.

RFR ends on Disposal which complies with this Deed

- 9.2 The obligations of the Crown under this Deed end in respect of each RFR Property on a transfer of the estate in fee simple of the RFR Property in accordance with this Deed.

PART 4: RFR DEED

10. DISPOSAL OF MORE THAN ONE PROPERTY

10.1 An offer made by the Crown under clause 1.1 may be in respect of more than one RFR Property, but this Deed applies to that offer as if all the RFR Properties included in the offer were a single RFR Property.

11. NOTICES

11.1 The provisions of this clause apply to Notices under this Deed:

Notices to be signed

11.1.1 the Party giving a Notice must sign it;

Notice to be in writing

11.1.2 a Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

11.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

The Crown:

The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
(PO Box 2858)
WELLINGTON

Governance Entity:

*[Insert the name and address of the
Governance Entity]*

Facsimile No: 04 473-3482;

Delivery

11.1.4 delivery of a Notice may be made:

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

PART 4: RFR DEED

Timing of delivery

- 11.1.5 a Notice delivered:
- (a) by hand will be treated as having been received at the time of delivery;
 - (b) by pre-paid post will be treated as having been received on the second day after posting; or
 - (c) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

- 11.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 11.1.5) be treated as having been received the next Business Day.

12. AMENDMENT

- 12.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity and the Crown.

13. NO ASSIGNMENT

- 13.1 The Governance Entity may not assign its rights or obligations under this Deed.

14. DEFINITIONS AND INTERPRETATION

Definitions

- 14.1 In this Deed, unless the context requires otherwise:

Business Day means the period of 9am to 5pm on any day other than:

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

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

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

PART 4: RFR DEED

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

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

Crown Body means:

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

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

Deed means this Deed giving a right of first refusal over RFR Properties;

Deed of Settlement means the Deed of Settlement referred to in clause A of the Background to this Deed;

Dispose means:

- (a) to transfer an estate in fee simple; or
- (b) to grant a lease the term of which, including rights of renewal or of extension contained in the lease, is or could be for 50 years or longer;

Expiry Date means, in respect of an RFR Notice, the date one calendar month after the RFR Notice is received by the Governance Entity;

PART 4: RFR DEED

Nominated Transferee has the meaning set out in clause 2.2.2;

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

Party means the Governance Entity or the Crown;

RFR Area means the area of land within the boundary on SO 324322 and shown for the purposes of identification only in the map included in schedule 3;

RFR Notice means a written notice to the Governance Entity which offers to Dispose of the RFR Property to the Governance Entity at the price and on the terms and conditions set out in that notice;

RFR Property:

- (a) means every parcel of land which is in the RFR Area and on the Settlement Date is vested in:
 - (i) the Crown or held by the Crown under any Act; or
 - (ii) another person under section 26 or section 26A of the Reserves Act 1977; and
- (b) includes every parcel of land which is transferred to the Crown as the consideration, or part of the consideration, for a Disposal under clause 6.1.13(a), (b) or (e); but
- (c) does not include:
 - (i) any land or roads vested in the Crown by section 44 of the Transit New Zealand Act 1989; or
 - (ii) any “railways assets” of the Crown within the meaning of paragraph (c) of the definition of “railways assets” in section 2 of the New Zealand Railways Corporation Restructuring Act 1990;

RFR Property Contract has the meaning set out in clause 2.1; and

Settlement Date has the same meaning as under the Deed of Settlement and means the date which is 20 Business Days after the Deed of Settlement becomes unconditional being [*insert date*].

14.2 Interpretation

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

14.3.1 terms or expressions that are not defined in this Deed but are defined in the Deed of Settlement have the meaning in this Deed that they have in the Deed of Settlement;

14.3.2 headings appear as a matter of convenience and are not to affect the

PART 4: RFR DEED

interpretation of this Deed;

- 14.3.3 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
- 14.3.4 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 14.3.5 the singular includes the plural and vice versa;
- 14.3.6 words importing one gender include the other genders;
- 14.3.7 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 14.3.8 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 14.3.9 a reference to a schedule is a schedule to this Deed;
- 14.3.10 a reference to a monetary amount is to New Zealand currency;
- 14.3.11 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 14.3.12 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 14.3.13 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- 14.3.14 where something must be done by or on a date that is not a Business Day, that thing must be done by or on the next Business Day after that day; and
- 14.3.15 a reference to time is to New Zealand time.

NGĀTI MUTUNGA DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE

PART 4: RFR DEED

SIGNED as a deed on []

[Insert signing provisions for the Governance Entity]

WITNESS

Name:

Occupation:

Address:

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

WITNESS

Name:

Occupation:

Address:

PART 4: RFR DEED

SCHEDULE 1

(Clauses 6.2 and 6.4 of this Deed)

DEED OF COVENANT

THIS DEED is made

BETWEEN

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

AND

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

AND

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

BACKGROUND

- A. The Current Owner proposes to dispose of the property described in the schedule to this Deed (the "Property") to the New Owner.
- B. The Property is subject to a deed giving a right of first refusal dated [] between the Crown and the Governance Entity (the "Principal Deed").
- C. Under the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed from the New Owner in favour of the Governance Entity ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

IT IS AGREED as follows:

1. TRANSFER BY CURRENT OWNER

- 1.1 The Current Owner transfers to the New Owner (with effect from the Transfer Date) all its rights and obligations under the Principal Deed in so far as they relate to the Property.

2. ACCEPTANCE BY NEW OWNER

- 2.1 The New Owner, for the benefit of the Current Owner and the Governance Entity, accepts the Transfer.

3. CONSENT AND RELEASE BY THE GOVERNANCE ENTITY

- 3.1 The Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Transfer Date) from all of its obligations under the Principal Deed insofar as



PART 4: RFR DEED

they relate to the Property.

4. DEFINITIONS AND INTERPRETATION

Defined Terms

4.1 In this Deed, unless the context requires otherwise:

Property has the meaning set out in clause A of the Background to this Deed;

Principal Deed has the meaning set out in clause B of the Background to this Deed;

Transfer means the transfer described in clause 1; and

Transfer Date means the date on which the Current Owner Disposes of the Property to the New Owner.

4.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the same meanings in this Deed.

Interpretation

4.3 The rules of interpretation set out in clause 14.3 of the Principal Deed also apply to the interpretation of this Deed.

SIGNED as a deed on []

[Insert signing provisions for the Governance Entity, the New Owner and the Current Owner]

PART 4: RFR DEED

SCHEDULE

The Property

[Describe the Property]

PART 4: RFR DEED

SCHEDULE 2

(Clause 6.5 of this Deed)

DEED OF COVENANT

THIS DEED is made

BETWEEN

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

AND

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

AND

HER MAJESTY THE QUEEN in right of New Zealand [or the Crown Body] (the "Current Owner")

BACKGROUND

- A. The Current Owner proposes to Dispose of the Property described in the schedule to this Deed (the "Property") to the New Owner.
- B. The Property is subject to a deed giving a right of first refusal dated [] between the Crown and the Governance Entity (the "Principal Deed").
- C. Under the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed from the New Owner in favour of the Governance Entity ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

IT IS AGREED as follows:

1. TRANSFER BY CURRENT OWNER

- 1.1 The Current Owner transfers to the New Owner (with effect from the Transfer Date) all its rights and obligations under the Principal Deed in so far as they relate to the Property.

2. ACCEPTANCE BY NEW OWNER

- 2.1 The New Owner, for the benefit of the Current Owner and the Governance Entity, accepts the Transfer.

PART 4: RFR DEED

3. CONSENT AND RELEASE BY GOVERNANCE ENTITY

- 3.1 The Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Transfer Date) from all of its obligations under the Principal Deed insofar as they relate to the Property.

4. OBLIGATION TO MAKE OFFER

Request by the Governance Entity

- 4.1 The Governance Entity may give written notice to the New Owner requesting the New Owner to give an RFR Notice under clause 1.1 of the Principal Deed.

RFR Notice to be given if Property no longer required

- 4.2 The New Owner must give an RFR Notice under clause 1.1 of the Principal Deed if, on the date of receipt by the New Owner of a notice under clause 4.1, the Property is no longer being held or used for the purpose or activity which, immediately before the Disposal to the New Owner, constituted the public work referred to in clause 6.5 of the Principal Deed. Clause 1.2 of the Principal Deed does not apply to that written notice.

Frequency of requests

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

4.3.1 of the Transfer Date; or

4.3.2 of the date of receipt by the New Owner of the last notice under clause 4.1.

5. DEFINITIONS AND INTERPRETATION

Defined Terms

- 5.1 In this Deed, unless the context requires otherwise:

Principal Deed has the meaning set out in clause B of the Background to this Deed;

Property has the meaning set out in clause A of the Background to this Deed;

Transfer means the transfer described in clause 1; and

Transfer Date means the date on which the Current Owner Disposes of the Property to the New Owner.

- 5.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the same meanings in this Deed.

PART 4: RFR DEED

Interpretation

- 5.3 The rules of interpretation set out in clause 14.3 of the Principal Deed also apply to the interpretation of this Deed.

SIGNED as a deed on []

[Insert signing provisions for the Governance Entity, the New Owner and the Current Owner]

NGĀTI MUTUNGA DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE

PART 4: RFR DEED

SCHEDULE

THE PROPERTY

[Describe the Property]

A handwritten signature in black ink, appearing to be 'AT an', located at the bottom right of the page.

PART 4: RFR DEED

SCHEDULE 3

(Clause 14.1 of this Deed): RFR AREA



This plan is only for the purpose of the Right of First Refusal over Crown Land and to identify the area that memorials will be removed from as referred to in the Deed of Settlement between the Crown and Ngāti Mutunga. It is not intended for any other purpose.

Certified that the boundary shown hereon is the same as that boundary agreed to for the purposes of the Right of First Refusal over Crown Land in the Deed of Settlement between the Crown and Ngāti Mutunga.

For and on behalf of Ngāti Mutunga

For and on behalf of the Crown

Notes:
 Right of First Refusal Area (RFR Area) boundary is bold black line.
 Coordinates are in terms of New Zealand Map Grid.
 All seaward boundaries follow the line of mean high water springs but cross the mouths of all rivers, inlets and estuaries except where shown otherwise.
 For boundary detail refer to Sheet 2.

Total Area
 Comprised in

using a person entitled to practice as a registered surveyor certified:
 (a) The surveys in which this plan relies are approved and were undertaken by or on behalf of a person in accordance with the Survey Act 1988 and the Survey Regulations 1998.
 (b) This plan is accurate and has been created in accordance with the Act and these Regulations.

Field Book p. Transverse Book p.
 Reference Plans
 Enclosed Correct

Approved for Parliamentary Purposes Only
 Chief Surveyor

Deposited this day of
 for Registrar-General of Land

File WRO1711
 Received
 Instructions

SO 324322

Sheet 1 of 2

Taranaki Land District

**Ngāti Mutunga
 Right of First Refusal Area**

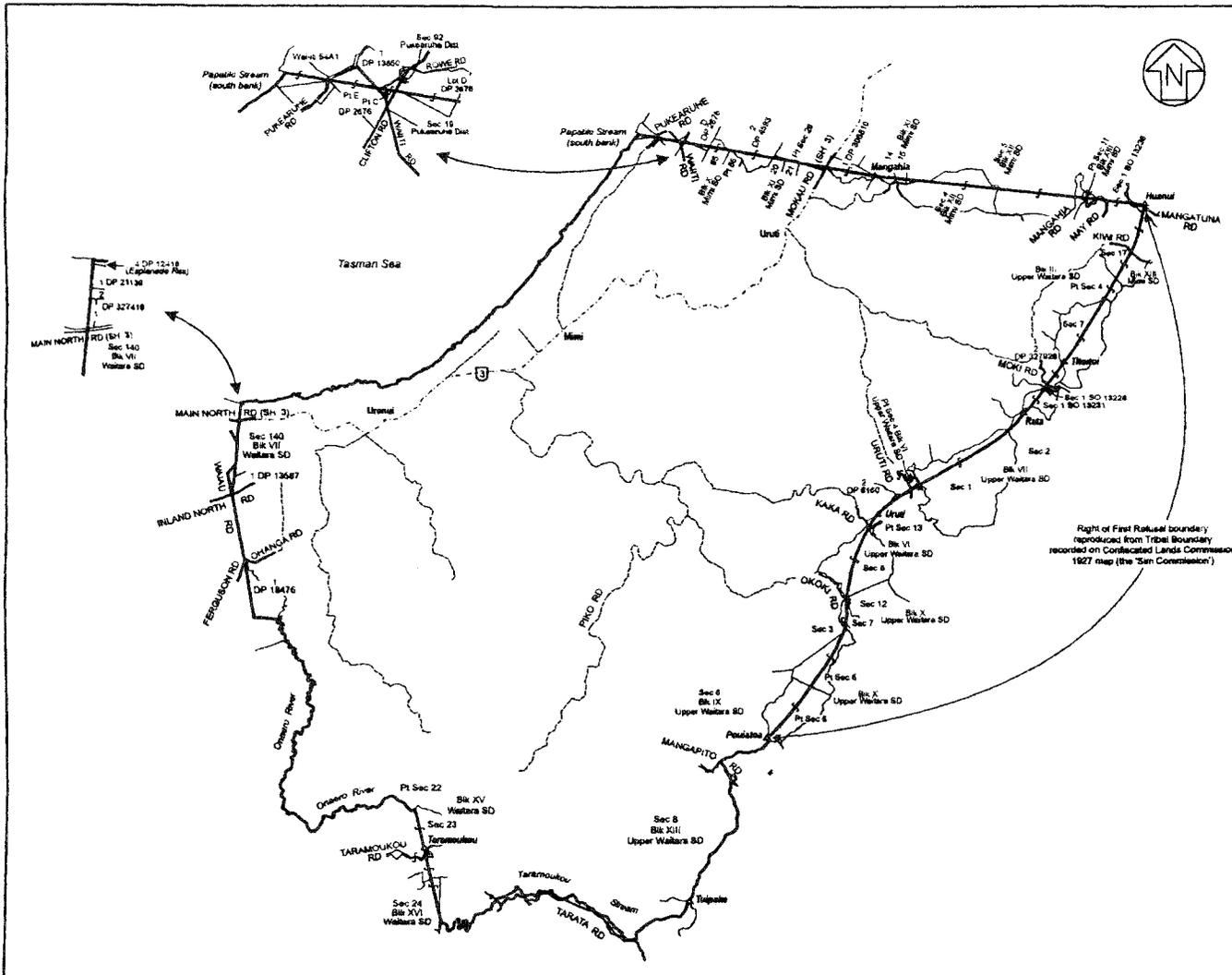
Territorial Authority: New Plymouth District
 Compiled by Sinclair Knight Merz Ltd
 Scale is proportional Date September 2004

[Handwritten signature]

PART 4: RFR DEED

SCHEDULE 3

(Clause 14.1 of this Deed): RFR AREA



This plan is only for the purpose of the Right of First Refusal over Crown Land and to identify the area that memorials will be removed from as referred to in the Deed of Settlement between the Crown and Ngāti Mutunga. It is not intended for any other purpose.

Certified that the boundary shown hereon is the same as that boundary agreed to for the purposes of the Right of First Refusal over Crown Land in the Deed of Settlement between the Crown and Ngāti Mutunga.

For and on behalf of Ngāti Mutunga

For and on behalf of the Crown

Notes:
 Right of First Refusal Area (RFR Area) boundary is bold black line.
 If the majority of any parcel lying across the RFR Area boundary falls within that Area then all of that parcel shall be deemed to be included. Coordinates are in terms of New Zealand Map Grid.
 All seaward boundaries follow the line of mean high water springs but cross the mouths of all rivers, inlets and estuaries except where shown otherwise.
 Where a boundary is shown along a road or river it follows the middle line of the legal road or physical river unless shown otherwise.

Total Area	
Comprised in	
<p>I being a person entitled to practise as a registered surveyor, do hereby certify that:</p> <p>(a) The surveys to which this Deed of Settlement is referred to, and were undertaken by me or under my direction in accordance with the Survey Act 1988 and the Survey Regulations 1989.</p> <p>(b) The Deed of Settlement has been created in accordance with the Act and these Regulations.</p>	
Field Book	p
Traverse Book	p
Reference Plans	
Examined	Correct
Approved for Parliamentary Purposes Only	
Chief Surveyor	
Deposited this day of	
for Registrar-General of Land	
File WAO1711 Received Instructions	SO 324322

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