

Ngā Hapū o Ngāti Ranginui
and
Trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
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1 PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS,
CULTURE AND HERITAGE REGARDING INTERACTION WITH NGĀTI RANGINUI ON
SPECIFIED ISSUES**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated xx between Ngāti Ranginui and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "Minister") would issue a protocol (the "Protocol") setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the "Chief Executive") will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area – Part 2
 - 1.1.2 Terms of issue – Part 3
 - 1.1.3 Implementation and communication – Part 4
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6
 - 1.1.6 Effects on Ngāti Ranginui interests in the Protocol Area – Part 7
 - 1.1.7 Registration as a collector of Ngā Taonga Tūturu – Part 8
 - 1.1.8 Board Appointments – Part 9
 - 1.1.9 National Monuments, War Graves and Historical Graves – Part 10
 - 1.1.10 History publications relating to Ngāti Ranginui – Part 11
 - 1.1.11 Cultural and/or Spiritual Practices and professional services – Part 12
 - 1.1.12 Consultation – Part 13
 - 1.1.13 Changes to legislation affecting this Protocol –Part 14
 - 1.1.14 Definitions – Part 15.
- 1.2 For the purposes of this Protocol the governance entity is the body representative of the whānau, hapū, and iwi of Ngāti Ranginui who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

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- 1.3 Manatū Taonga also known as the Ministry (the Ministry) and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.4 The purpose of the Protected Objects Act 1975 ("the Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in Clause 1.1, as set out in clauses 5 to 11 of this Protocol.

2 PROTOCOL AREA

- 2.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "Protocol Area").

3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section xx of the xxx ("the Settlement Legislation") that implements the Ngāti Ranginui Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
 - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
 - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
 - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
 - 4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;
 - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;

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- 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
- 4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

General

- 5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
 - 5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand;
 - 5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand;
 - 5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand;
 - 5.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
 - 5.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Ownership of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Ranginui origin found elsewhere in New Zealand

- 5.2 If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.



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- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Ranginui origin found elsewhere in New Zealand

- 5.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Ranginui origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- 5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
- 5.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Ngāti Ranginui origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Ranginui origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

6 THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
- 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;

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- 6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7 EFFECTS ON NGĀTI RANGINUI INTERESTS IN THE PROTOCOL AREA

- 7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Ranginui interests in the Protocol Area.
- 7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Ranginui interests in the Protocol Area.
- 7.3 Notwithstanding paragraphs 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Ranginui interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

8 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

- 8.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

9 BOARD APPOINTMENTS

- 9.1 The Chief Executive shall:
- 9.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
 - 9.1.2 add the governance entity's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
 - 9.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

10 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 10.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngāti Ranginui interests in the Protocol Area.
- 10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

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11 HISTORY PUBLICATIONS RELATING TO NGĀTI RANGINUI

11.1 The Chief Executive shall:

11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Ranginui; and

11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Ranginui:

(a) from an early stage;

(b) throughout the process of undertaking the work; and

(c) before making the final decision on the material of a publication.

11.2 The governance entity accepts that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.

12 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

12.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngāti Ranginui within the Protocol Area, the Chief Executive will invite the governance entity to provide such services. Where the Chief Executive has invited the governance entity to provide such services, the Chief Executive will make a contribution, which the Chief Executive considers is reasonable in the circumstances, the amount of which will be discussed with the governance entity at the time of the invitation.

12.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.

12.3 The procurement by the Chief Executive of any such services set out in Clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

13 CONSULTATION

13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

13.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

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- 13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;
- 13.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and
- 13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 14.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
 - 14.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
 - 14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and
 - 14.1.3 report back to the governance entity on the outcome of any such consultation.

15 DEFINITIONS

- 15.1 In this Protocol:

Chief Executive means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement

Expert Examiner has the same meaning as in section 2 of the Act and means a body corporate or an association of persons

Found has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful

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ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

governance entity means xxx

Ngā Taonga Tūturu has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu

Ngāti Ranginui has the meaning set out in clause xx of the Deed of Settlement

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol

Taonga Tūturu has the same meaning as in section 2 of the Act and means:

an object that—

- (a) relates to Māori culture, history, or society; and
- (b) was, or appears to have been,—
 - (i) manufactured or modified in New Zealand by Māori; or
 - (ii) brought into New Zealand by Māori; or
 - (iii) used by Māori; and
- (c) is more than 50 years old

ISSUED on
SIGNED for and on behalf of **THE SOVEREIGN** in right of
New Zealand by the Minister for Arts,
Culture and Heritage:

WITNESS

Name:

Occupation:

Address:

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ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



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ATTACHMENT B TERMS OF ISSUE
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This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the Deed of Settlement relating to this Protocol

1.1 The Deed of Settlement provides that [].

2 Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

3 Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

3.2 The Deed of Settlement provides that the Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapū, marae, whānau or other representatives of tangata whenua.

4 Noting of Protocols

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

5 Enforceability of Protocols

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

5.2 The provisions included in the Settlement Legislation under clauses [] and [] of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

6 Limitation of rights

6.1 Section [] of the Settlement Legislation provides that: [Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

2 ENCUMBRANCES

Handwritten signature or initials in the bottom right corner of the page.

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2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

2.1 Lease with the Ministry of Education

A handwritten signature in black ink, appearing to be 'P. H. W.', located in the bottom right corner of the page.

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2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

MEMORANDUM OF LEASE dated []

LESSOR [POST-SETTLEMENT GOVERNANCE ENTITY]

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

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

[SIGNED on behalf of the Lessor by]

[SIGNED on behalf of the Lessee by]

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2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

SCHEDULE A

ITEM 1 THE LAND

[Insert full legal description. Note that improvements are excluded].

ITEM 2 START DATE

[Insert start date].

ITEM 3 ANNUAL RENT

[\$] 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 and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.

5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).

5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.

5.4 Maintenance of car parking areas.

5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each from [Date], and each 21st yearly anniversary after that date.

ITEM 8 RENT REVIEW DATES

[Date] and 7 yearly after that Date.

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2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

ITEM 9 LESSEE'S IMPROVEMENTS

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

ITEM 10 CLAUSE 16.5 NOTICE

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

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

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

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

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

SCHEDULE

[]

[Form of execution by Lender]

[Date]

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2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

SCHEDULE B

1 Definitions

1.1 The term "Lessor" includes and binds:

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

1.2 The term "Lessee" includes and binds:

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

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

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

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

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by one or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;

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2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

- (iii) a State enterprise;
 - (iv) the New Zealand Railways Corporation; and
- (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.

2 Payment of Annual Rent

- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at [6%] of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

3 Rent Review

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

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of [6%] of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2;
 - or

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2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

- (b) the Nominal Value being:
 - (i) during the initial Term: a value based on 3.5% growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on 3.5% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
 - (a) at the start date of every new Term; and
 - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
 - (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
 - (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
 - (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
 - (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.

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2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
 - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The rent review provisions may be varied by the parties by agreement and must be recorded in a variation of this Lease.

4 Payment of Lessee Outgoings

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

5 Valuation Roll

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

DOCUMENTS

2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

6 Utility Charges

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any territorial or local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7 Goods and Services Tax

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

8 Interest

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

9 Permitted Use of Land

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

10 Designation

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

11 Compliance with Law

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

12 Hazards

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

DOCUMENTS

2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

- 12.2 Subject to clause 13.1, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

13 Damage or Destruction

- 13.1 If as the result of a natural event the Land is destroyed, altered or damaged so significantly that it is no longer suitable for the Permitted Use, then the Term will immediately terminate, provided that any termination under this clause will be without prejudice to the rights of either party against the other.
- 13.2 If the Land is damaged or altered but not so significantly that it is no longer suitable for the Permitted Use the parties may renegotiate in good faith the Annual Rent payable under this Lease and may agree to suspend the parties' obligations under this Lease for an agreed period.

14 Contamination

- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

15 Easements

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.
- 15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.
- 15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

16 Lessee's Improvements

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of

DOCUMENTS

2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

improvements whether or not fixed to the land will remain unaffected by the sale of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 Rubbish Removal

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

18 Signs

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

DOCUMENTS

2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

19 Insurance

- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 Fencing

- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 Quiet Enjoyment

- 21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22 Assignment

- 22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
 - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).
- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4
- 22.5 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

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2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

23 Subletting

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

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

24 Occupancy by School Board of Trustees

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

25 Lessee Break Option

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

26 Breach

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

27 Notice of Breach

- 27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:
 - (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or

DOCUMENTS

2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

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

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

28 Renewal

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

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

29 Right of First Refusal for Lessor's Interest

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

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

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

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

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor or to a hapū entity as defined under the deed of settlement of historical claims for Ngāti Ranginui and in either case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

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2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

30 Entire Agreement

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

31 Disputes

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

32 Service of Notices

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

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

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

[INSERT CONTACT DETAILS]

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

33 Registration of Lease

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

34 Costs

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

DOCUMENTS

2.1 ENCUMBRANCES: LEASE WITH THE MINISTRY OF EDUCATION

LESSOR:

LESSEE:

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

MEMORANDUM OF LEASE

THE SECRETARY FOR EDUCATION
MINISTRY OF EDUCATION
NATIONAL OFFICE
WELLINGTON

A handwritten signature in black ink, appearing to be 'P. M.', is located in the bottom right corner of the page.

DOCUMENTS

2.2 ENCUMBRANCES: LEASES WITH THE NEW ZEALAND POLICE

2.2 Memorandum of Lease with the New Zealand Police

DOCUMENTS

2.2 ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

MEMORANDUM OF LEASE

PARTIES:

- (1) [insert names of trustees of **NGĀ HAPŪ o NGĀTI RANGINUI SETTLEMENT TRUST**] (Lessor)
- (2) **HER MAJESTY THE QUEEN** acting by and through the COMMISSIONER OF POLICE (Lessee)

THE LESSOR DOES HEREBY LEASE TO THE LESSEE and **THE LESSEE DOES TAKE ON LEASE** the Land for the term and at the rental set out in the Reference Schedule and subject to the covenants, conditions, agreements and restrictions set out in this Lease which comprises the Schedule of Terms, the Reference Schedule and the Schedule of Land.

IN WITNESS WHEREOF these presents have been executed this day of 2__

(Being the date of Settlement)

Signed for and on behalf of)

NGĀ HAPŪ o NGĀTI RANGINUI SETTLEMENT TRUST)

in the presence of:)

Signed for and on behalf of)

HER MAJESTY THE QUEEN)

acting by and through the)

COMMISSIONER OF POLICE)

in the presence of :)



DOCUMENTS

2.2 ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

THE REFERENCE SCHEDULE

ITEM 1: LESSOR PARTICULARS:

Name: Ngā Hapū o Ngāti Ranginui Settlement Trust Address: Insert details Fax: Insert details
Telephone: Insert details Contact person: Insert details .

ITEM 2: LESSEE PARTICULARS:

Name: Her Majesty the Queen acting by and through the Commissioner of Police Address:
New Zealand Police, National Property Office, P.O. Box 3017, Wellington Fax: (04) 4987415
Telephone: (04) 474 9473 Contact person: National Property Manager

ITEM 3: LAND:

All that parcel of land containing all that parcel of land containing 0.2604 hectares, more or less, being Lot 1 DP 440267 all Computer Freehold Register 561801 (South Auckland Land District) located at 15 Monmouth Street Tauranga being the Tauranga Police Station.

ITEM 4: TERM: 12 years.

ITEM 5: FURTHER TERMS: Perpetual right to renew every ten (10) years.

ITEM 6: RENEWAL DATES: Each tenth (10) year anniversary from the date of commencement.

ITEM 7: ANNUAL RENT: plus GST

ITEM 8: DATE OF COMMENCEMENT: The date of the Settlement

ITEM 9: REVIEW DATES: Every five (5) years from commencement date.

ITEM 10: PERMITTED USE: For Police purposes and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

THE SCHEDULE OF TERMS

1 Interpretation

1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:

- 1.1.1 Words importing any gender shall include all other genders.
- 1.1.2 Words importing the singular shall include the plural and vice versa.
- 1.1.3 Payments shall be made in the lawful currency of New Zealand.
- 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.

DOCUMENTS

2.2 ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

- 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) unless expressly stated otherwise.
- 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
- 1.1.7 A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
- 1.1.8 "writing" shall include words visibly represented or reproduced.
- 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
- 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
- 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
- 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
- 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "Business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.

DOCUMENTS

2.2 ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

- 1.1.18 "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "Improvements" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "The Land" means that land described in Item 3 to the Reference Schedule of Land excluding the Improvements.
- 1.1.21 The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
 - (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
 - (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
 - (d) the alteration of soil fertility or of the structure of the soil; or
 - (e) the arresting or elimination of erosion or flooding.
- 1.1.23 "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.
- 1.1.24 "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.
- 1.1.25 "Schedule of Land" means the schedule described as such and forming part of this Lease.
- 1.1.26 "Schedule of Terms" means this schedule described as such and forming part of this Lease.

2 TERM

DOCUMENTS

2.2 ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

3 RIGHT OF RENEWAL OF LEASE

3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions of this lease a renewed lease of the Land for the term of years specified in Item 5 of the Reference Schedule computed from the relevant date specified in Item 6 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.

3.2 If the Lessee fails within the time aforesaid to give any notice under Clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).

3.2 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under Clause 5 for the term and subject to the covenants and provisions referred to in Clause 3.1.

3.3 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.

3.4 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

4 RENT

4.1 The ground rent at the start of the ground lease is agreed as \$105,000 (excluding GST if any) per annum for the initial term of 12 years from the Date of Commencement. Should the improvements be purchased by the Governance Entity / Hapu, the annual rent payable for the land and improvements will be the market rent of the whole, less the ground rent. This arrangement will last until the end of the initial term of 12 years from the date of commencement specified in this ground lease. After that, the rent will be market value for the whole.

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2.2 ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

- 4.2 Rent reviews on the whole will be every 5 years to market. However, during the initial term of 12 years from the date of commencement, the ground rent will vary.
- 4.3 The Lessee shall pay the annual rent specified in clause 4 from the date of commencement until the rent is varied under clause 5 at which time the Lessee will, subject to clause 4.2, pay rent at the varied rate.
- 4.4 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.5 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.
- 4.6 Notwithstanding clause 4.4 and 4.5, the ground rent for the initial term of 12 years will be paid by way of offset against the obligation of the Lessor to pay to the Lessee the purchase price for the Land, as set out in the terms of transfer of the Land.

5 RENT REVIEW PROVISIONS

- 5.1 In this clause "Initiating Party" means the party that gives the Notice defined in Clause 5.2 and "Recipient" means the party that receives that Notice.
- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "review date") either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.
- 5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:
- 5.3.1 Disregard:
- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
 - (b) the value of any goodwill attributable to the Lessee's business; and
 - (c) all Improvements made to the Land.
- 5.3.2 Have regard to:
- (a) the Lessor's Improvements; and
 - (b) the permitted use under this Lease; and

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(c) Regional and District Plans.

- 5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.
- 5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.
- 5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.11.2.
- 5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:
- 5.7.1 The Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this Clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
- 5.7.2 If either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- 5.7.3 Before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in Clause 5.7.1) and obtain the umpire's acceptance

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in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.

5.7.4 If the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to Clause 5.7.1.

5.7.5 Subject to Clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date. In the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.

5.7.6 If the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:

- (a) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
- (b) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
- (c) take into account any expert witness evidence considered relevant to the hearing;
- (d) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties; and
- (e) give in his or her determination the reasons therefore in writing.

5.8 The costs incurred in the determination pursuant to Clause 5.7 of the annual rent shall be borne by the parties in the following manner:

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- (a) subject to Clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
 - (b) where the determination is made by a single valuer pursuant to Clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
 - (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
 - (i) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone, or
 - (ii) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
 - (iii) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.
- 5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.9 Any variation in the annual rent resulting from such determination shall take effect on and from that particular review date.
- 5.10 Where a review pursuant to this Clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
- 5.10.1 Pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;
 - 5.10.2 On completion of the review, any increased annual rent payable as from the review date shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder;
 - 5.10.3 On completion of the review, any overpayment of annual rent paid as from the review date shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to

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refund such payment in which case the Lessor will comply with that request.

5.11 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with Clause 5.

5.12 Immediately upon the parties agreeing to pay a revised annual rent or on determination under Clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

6 CHARGES

6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.

6.2 The Lessor will pay for all costs of service, installation, maintenance and connection to the nearest approved local authority connection points.

7 PAYMENT OF RATES AND IMPOSITIONS

7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

8 GOODS AND SERVICES TAX

8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefore including all amendments and any enactments in substitution therefore or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

9 INTEREST ON OVERDUE RENT OR OTHER MONEYS

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- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1% above the average 90 day bank bill buy rate (described as the BID rate) at 10.45 am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

10 USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

11 NO FENCING

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

12 STATUTORY REQUIREMENTS

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- 12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:
- 12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;
 - 12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and
 - 12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.
- 12.2 The Lessee shall not, during the term of this Lease:
- 12.2.1 Make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;
 - 12.2.2 Suffer insolvency, bankruptcy or liquidation;
 - 12.2.3 Suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Commissioner of Police is the Lessee hereunder.

13 ASSIGNMENT OR SUBLETTING

- 13.1 The Lessee will not without the previous consent in writing of the Lessor assign or transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee or transferee or sublessee. Notwithstanding this Clause where the Crown (as that term is defined in section 2 of the Public Finance Act 1989) remains as the Lessee under this Lease and in occupation from the Lessor the consent of the Lessor shall not be required when another Crown entity assumes occupation of all or any part of the Land except that on each occasion that a different Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) or other Crown body or state owned enterprise assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.
- 13.2 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange or a person under Clause 13.5 the Lessor may require the directors and/or the controlling shareholders of such company to enter into a deed guaranteeing the

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2.2 ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

performance by that company of the terms of this Lease such guarantee to be in a form reasonably acceptable to the Lessor.

- 13.3 Clause 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.4 For the purposes of Clause 13.1 any proposed change in the shareholding of the Lessee or any amalgamation under Section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in Clause 13.5.
- 13.5 For the purposes of Clause 13.1 any proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control in the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this Clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- 13.6 Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessor's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- 13.7 Notwithstanding any Rule of Law or anything herein expressed or implied to the contrary where Her Majesty the Queen Acting By and Through the Commissioner of Police in New Zealand as Lessee assigns this Lease under the provisions of this clause 13, all the liabilities of the Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other moneys or the future observants or performance of any of the Covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of the Assignment thereof, but without releasing the Lessee from liability for any antecedent breach thereof.

14 LESSEE'S ACKNOWLEDGEMENT OF RISK

- 14.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

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2.2 ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

15 QUIET ENJOYMENT/REPUDIATION

- 15.1 Provided the Lessee performs and observes the covenants provisos conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.
- 15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

16 REGISTRATION

- 16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.
- 16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

17 IMPROVEMENTS DURING LEASE

- 17.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.
- 17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.

18 IMPROVEMENTS ON TERMINATION OF LEASE

- 18.1 No later than twelve (12) months prior to the expiry of any ten (10) year term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.
- 18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.

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- 18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease) the following provisions of this Clause 18 shall apply.
- 18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee will remove any Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with Clause 18.5.
- 18.5 The Lessee will remove Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 18.6 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with Clause 18.6 then if the Lessor removes them within 12 months of the termination date, it shall recover all costs directly and indirectly incurred in their removal, from the Lessee.
- 18.8 Any Improvements remaining on the Land after the period referred to in Clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under Clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.
- 18.11 At the expiry of the lease if the Lessor has specified in writing no less than three (3) months prior to the final expiry date of the lease that a change of any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land is required the Lessee shall be obliged to obtain any change.

19 DESTRUCTION AND REDEVELOPMENT

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2.2 ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

- 19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:
- 19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
- 19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme; and
- 19.1.3 upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.
- 19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of Clause 18.6.

20 NOTICES

- 20.1 All notices must be in writing and must be served by one of the following means:
- (a) in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
- (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
- (ii) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.
- 20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:
- (a) in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and
- (b) in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the address detailed in clause 20.3; and

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- (c) in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

20.3 Details for Notices:

Lessor

Ngā Hapū o Ngāti Ranginui Settlement Trust

Insert details

Fax: Insert details, Contact Name: Insert details.

Lessee

Andrew MacArthur
Property Manager
National Property Office
New Zealand Police
PO Box 3017
Wellington 6140
Fax (04) 498 7415

- 20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

21 **DEFAULT BY LESSEE**

- 21 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

21.1 If the rent shall be in arrear twenty (20) working days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) working days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

21.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

21.3 and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

22 **DISPUTE RESOLUTION**

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- 22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

23 COSTS

- 23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay for all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.

24 LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety

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requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.

24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.

24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:

- (a) Complete a security check on terms reasonably acceptable to the Lessee;
- (b) Provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
- (c) Familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.

24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.

24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or letting notices.

25 DISPOSAL OF LESSOR'S INTEREST

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

- (a) any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
- (b) That while Her Majesty the Queen is the Lessee and occupies the Land the following further provisions shall apply:

25.1.1 The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).

25.1.2 If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:

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2.2 ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

25.1.2.1.1 The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or

25.1.2.1.2 The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) working days of receiving the Lessor's advice pursuant to clause 25.1 above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

25.2 If the Lessor does not receive written notice from the Lessee pursuant to clause 25.1 above together with grounds to substantiate its reasonable apprehension within five (5) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.

25.3 If the Lessee objects to the proposed Assignee in accordance with clause 25.1 above, then the Lessor shall not dispose of its interest to the proposed Assignee.

25.4 If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.1 above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

26 HOLDING OVER

26.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) working days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

27 EXCLUSION OF IMPLIED PROVISIONS

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

27.1 Clause 10 - Premises unable to be used for particular purpose;

27.2 Clause 11 - Power to inspect premises.

SCHEDULE OF LAND

All that parcel of land containing 0.2604 hectares, more or less, being Lot 1 DP 440267 all Computer Freehold Register 561801 (South Auckland Land District) located at 15 Monmouth Street Tauranga being the Tauranga Police Station.

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2.2 ENCUMBRANCES: MEMORANDUM OF LEASE WITH THE NEW ZEALAND POLICE

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

2.3 Deed of Lease with the New Zealand Police

A handwritten signature in black ink, appearing to be 'A. J.', is located in the bottom right corner of the page.

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

DATED this _____ day of _____

BETWEEN: [_____]

AND: HER MAJESTY THE QUEEN NEW ZEALAND
POLICE

DEED OF LEASE



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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

FIRST SCHEDULE

PREMISES: [] having a Net Lettable Area of [] m² together with the use in common with the Landlord and other Tenants in the building of the common areas of the property and the driveway giving access to the premises as outlined on the plan attached as Schedule 3.

TERM: [] years

COMMENCEMENT DATE: []

FURTHER TERMS: [] further terms each of [] years

RENEWAL DATES: []

FINAL EXPIRY DATE: If all renewals are exercised []

ANNUAL RENT: [] plus GST per annum more particularly comprising the (Subject to review if applicable) following:
(a) Offices:
(b) Carparks: [] carparks at \$[] per carpark per week (plus GST)

MONTHLY PAYMENTS OF RENT: []

RENT PAYMENT DATES: The 1st day of each month commencing on the [].

RENT REVIEW DATES: []
(Clause 2.1)

PROPORTION OF OUTGOINGS: (Clause 3.1)
The proportion that the nett lettable area of the premises bears to the nett lettable area of the building, of which the premises forms part.

DEFAULT INTEREST RATE: (Clause 5)
2% above the daily posted 90 day bank bill rate.

BUSINESS USE: (Clause 18.1 and 18.2)
New Zealand Police purposes and any other activity associated with the operation of a New Zealand Police facility and any other activity permitted by the District Plan within the zone in which the premises are located.

INSURANCE: (Clause 9)
Cover for fire, flood, explosion, lightning, storm, earthquake and volcanic activity on the basis of full replacement and reinstatement (including loss, damage or destruction of windows and other glass).

PREVIOUS GROUND LEASE:
The ground lease between the parties dated xx/xx/xxxx shall be surrendered when this lease is signed by the parties. The rent free period on the land applicable to that lease will continue under this lease.

During the rent free period on the land, the rent payable for land and improvements under this lease will be market rent for land and improvements less market rent for land only.

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

OUTGOINGS

(Clause 3)

1. Charges for water gas electricity telephones and other utilities or services supplied by the Landlord and used by the Tenant.
2. Rubbish collection charges.
3. Costs of the cleaning of the premises, supplied by the Landlord and used by the Tenant.

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

1. The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid by direct payment to the Landlord or as the Landlord may direct.

Rent Review

- 2.1 The annual rent shall be reviewed by either Landlord or Tenant, as follows:
 - (a) The Landlord or the Tenant shall commence a review by not earlier than three (3) months prior to a review date and not later than six (6) months after a review date, by giving written notice to the other party specifying the annual rent considered by the party giving notice to be the current market rent as at that review date ("the Initial Notice").
 - (b) If, by written notice within twenty (20) working days after receipt of the Initial Notice, the party receiving the Initial Notice ("Recipient"), gives written notice disputing that the proposed new annual rental is the current market rent and specifying the annual rent proposed by the Recipient as the current market rent ("the Recipient's Notice"), then the new rent shall be determined in accordance with Clause 2.3.
 - (c) If the Recipient fails to give the Recipient's Notice, it shall be deemed to have accepted the annual rent specified in the Initial Notice. The Initial Notice and the Recipient's Notice (if one is given), shall be null and void, if it is not accompanied by a signed registered valuer's certificate substantiating the new rent proposed.
 - (d) The annual rent so determined or accepted shall be the annual rent payable from the relevant review date or the date of the Initial Notice, if such notice is received later than three (3) months after the relevant review date.
 - (e) Pending the determination of the new rent, the Tenant shall continue to pay the annual rent then payable.

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

(f) The annual rent payable from the review date, at the option of either party, may be recorded in a Deed and each party shall bear its own solicitor's costs of and incidental to such a Deed.

2.2 Upon determination of the new rent, any shortfall in payment shall immediately be payable by the Tenant.

2.3 Immediately following the service and receipt of the Recipient's Notice, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within ten (10) working days then the new rent may be determined either:

(a) By one party giving written notice to the other requiring the new rent to be determined by arbitration, or

(b) 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 ten (10) working days of the parties agreeing to so determine the rent.

(2) If the party receiving a notice fails to appoint a valuer within the ten (10) working days then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties.

(3) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer.

(4) The valuers appointed by the parties shall determine the current market rent of the premises and if they fail to agree then the rent shall be determined by the third expert.

(5) Each party shall be given the opportunity to make written or verbal representations to the valuers or the third expert subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

When the new rent has been determined the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties.

(c) In either arbitration or valuers settlement under subclause (a) or (b) above the arbitrator, valuers and/or third expert shall take into account (without limitation) the rentals payable on new leases of comparable premises, and any inducements offered to tenants to enter into new leases of such premises and shall make allowance for any improvements made to the premises and the Landlord's fixtures and chattels, by the Tenant.

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

Outgoings

- 3.1 The Tenant shall pay duly and punctually on demand to the Landlord or to the person or body to whom payment is due, the outgoings properly and reasonably incurred, as are charged, levied or assessed against the Landlord or the Tenant in respect of the premises or the Tenant's use of the premises and specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises, then the Tenant shall pay the proportion as specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.3 Notwithstanding any other provision in this lease, but with the exception of Clause 18.2, the Tenant shall only be liable to pay the outgoings specified in the first schedule.

Goods and Services Tax

- 4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the Goods and Services Tax payable by the Landlord in respect of the rental and other payments payable by the Tenant hereunder. The tax in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable as and when payment falls due and a tax invoice is given to the Tenant.
- 4.2 If the Tenant shall make default in payment of the rental or other moneys payable hereunder and the Landlord becomes liable to pay additional Goods and Services Tax then the Tenant shall on demand pay to the Landlord the additional tax payable as a result of the Tenant's default.

Interest on Unpaid Money

5. If the Tenant defaults in payment of the rent or other moneys payable hereunder for twenty (20) working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment down to the date of payment.

Costs

6. Each party shall bear its own solicitor's costs of and incidental to the preparation, negotiation and finalisation of this lease, any Rent Review Deeds, Deeds of Variation or Renewal Deeds and any costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this Lease. The Tenant shall also pay the Landlord's reasonable legal costs as between solicitor and client of and incidental to the enforcement of the Landlord's rights, remedies and powers under this lease where breach of lease has occurred.

Responsibility for Loss

7. The Tenant shall be responsible for any damage or loss suffered by the Landlord which results from any negligent act or omission on the part of the Tenant or the Tenant's employees or contractors and which is in breach of any covenant by the Tenant under

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

this lease. The Tenant shall recompense the Landlord for all expenses incurred by the Landlord in making good any damage to the property resulting from any such act or omission. The Tenant shall be liable to compensate the Landlord only to the extent that the Landlord is not fully indemnified under any policy of insurance.

LANDLORD'S PAYMENTS

Outgoings

8. Subject to the Tenant's compliance with the provisions of Clause 3, the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct.

Insurance

9. The Landlord shall at all times during the term keep and maintain any buildings on the property insured under a policy of the type shown in the First Schedule and such cover may extend to:
- (a) a twelve (12) month indemnity in respect of consequential loss of rent.
 - (b) Landlord's loss damage or destruction of windows and other glass and all the fixtures fittings and chattels, and
 - (c) adequate public risk cover.

MAINTENANCE AND CARE OF PREMISES

Tenant's Obligations

- 10.1 The Tenant shall (subject to any maintenance covenant by the Landlord) in a proper and workmanlike manner and to the reasonable requirements of the Landlord:

(a) **Maintain the premises**

Keep and maintain the interior of the premises including the Landlord's fixtures and fittings in the same clean order repair and condition as they were in at the commencement of this lease and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use. Where the premises are damaged by fire, flood, exposition, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) ensured, then the Tenant is liable for the cost of making good that damage to the extent that:

- 1) the damage was intentionally caused by the Tenant or those for whom the Tenant is responsible;
- 2) the damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission;
 - (i) Occurred on or about the premises; and

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

- (ii) Constitutes and indictable offence within the meaning of the Summary Proceedings Act 1957; or
- 3) Any insurance monies otherwise payable are rendered irrecoverable because of an act or omission of the Tenant or those for whom the Tenant is responsible.

The Tenant is not liable either for repair to water, drainage or electrical services or for repair, maintenance or rectification of work caused by a design defect or inherent defect.

(b) Repair minor breakages

Repair all glass breakages and breakage or damage to all doors, windows, light fittings, light bulbs, ballast and starters, fluorescent tubes and power points in the premises except to the extent that the breakage or damage is covered by the Landlord's insurance, in which case the Landlord is to spend all insurance money received in reinstatement of the breakage or damage. This provision shall apply notwithstanding any other provision in this lease.

(c) Floor Coverings

Keep all floor coverings in the premises clean and replace all floor coverings which are damaged, other than by fair wear and tear, with floor coverings of a similar quality. The Tenant shall not be obliged to replace floor coverings with floor coverings of a quality or condition better than at the commencement of this lease.

(d) Make good defects

Make good any damage to the property caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible.

10.2 Where the Tenant is leasing all the property the Tenant shall:

(a) Maintain Yards

Keep and maintain any car parks, pavings and other sealed or surfaced areas in good order and repair, fair wear and tear excepted. The Tenant shall not be liable for the repair of car parks pavings and other sealed or surfaced areas caused by inherent defects in the design or construction thereof.

(b) Care of Grounds

Keep any grounds yards and surfaced areas in a tidy condition and maintain any garden or law areas in a tidy and cared for condition.

(c) Water and drainage

Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.

(d) Other Works

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

Carry out such works to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.

- 10.3 The Tenant shall not be liable for the maintenance or repair of any building service.
- 10.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises or the Landlord's fixtures and fittings nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.
- 10.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of clause 10, the Tenant shall with all reasonable speed so comply.

Toilets

11. The toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

Rubbish Removal

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

Landlord's Maintenance

- 13.1 The Landlord shall at the Landlord's cost keep and maintain the property of which the premises form part including all land, all common areas the Landlord's fixtures and fittings and carparks, the building and all parts thereof including but not limited to the roof, doors, subfloor, foundations and load bearing walls, and all building services in good order and repair (and in respect of the building in a weatherproof and watertight condition, and in respect of the building services operating as they operated at the commencement of the term) and shall comply with all statutes, ordinance, proclamations, orders and regulations affecting or relating to the building and the premises which require compliance by the Landlord, whether or not the Tenant was in occupation thereof PROVIDED THAT nothing herein shall prejudice or affect the liability of the Tenant to observe the terms covenants and conditions on its part contained in this lease AND PROVIDED FURTHER THAT the Landlord shall not be liable for any:
 - (a) Repair or maintenance which the Tenant is responsible to undertake; or
 - (b) Loss suffered by the Tenant arising from any want of repair of defect unless the Landlord shall have received notice in writing thereof from the Tenant and shall not within a reasonable time thereafter have taken appropriate steps to remedy the same.
- 13.2 The Landlord shall keep and maintain service maintenance contracts for all building systems and features contained within the building and/or the property that require routine maintenance to meet the requirements of the Building Act 2004 and/or general industry standard routine maintenance. The Landlord will supply to the Tenant copies of all Independent Qualified Persons reports in respect of air conditioning and water tower

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

checks and will, promptly at the Tenant's request, supply to the Tenant, copies of all reports, maintenance records or other relevant documents pertaining to the maintenance and repair of the premises and any plant, services, fixtures and fittings located on it. The Landlord agrees that whilst routine checks and cleans may be carried out during normal working hours, the replacement of any fan coil units shall be carried out outside normal working hours and the system shall be left in such a state that the balance of the units on the floor left can function as normal during normal working hours.

- 13.3 The Landlord will within reasonable time of receiving notice from the Tenant make good any design or inherent defects and repairs of a structural nature, and repair or replace any parts of the improvements or of the Landlord's fixtures and fittings or any damage to the common areas arising from fair wear and tear, to enable the Tenant to receive the full benefit of the premises. If the Landlord fails to make good within a reasonable time of receiving notice from the Tenant, the Tenant may carry out and be reimbursed by the Landlord for carrying out any such works, in accordance with clause 16.2.

Notification of Defects

14. The Tenant shall give to the Landlord prompt notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

Landlord's Right of Inspection

- 15.1 The Landlord and the Landlord's employees contractors and invitees may at all times reasonably acceptable to the Tenant on reasonable notice to the Tenant and only when accompanied by a servant or agent of the Tenant enter upon the premises to view their condition. If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of Clause 10 the Tenant shall with all reasonable speed so comply.
- 15.2 Notwithstanding anything else herein the parties agree that the Tenant may require any person wishing to enter the premises to first provide their details for a security check. If the results of such check are not acceptable to the Tenant for any reason then such person may be refused entry to the premises
- 15.3 The Landlord shall not provide or allow the provision of any information relating to the structure, or access to, the premises in any way to any person without first obtaining the written permission of the Tenant, except to the extent that the Landlord shall be required by law to provide such information.

Landlord May Repair

- 16.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given pursuant to the previous clause or in the event that any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at such times reasonably acceptable to the Tenant on reasonable notice to the Tenant and only when accompanied by a servant or agent of the Tenant enter upon the premises to execute such works. Any moneys expended by the Landlord in executing such works shall be payable by the Tenant to the Landlord

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

upon demand together with interest thereon at the default interest rate from the date of expenditure down to the date of payment.

- 16.2 If the Tenant has given the Landlord notice to comply with its maintenance and repair obligations pursuant to clause 13 and the Landlord fails to comply with the repair notice, or in the event that any repairs for which the Landlord is responsible need to be undertaken as a matter of urgency, then without prejudice to any other rights and remedies the Tenant may have, the Tenant or its employees and contractors, may carry out such works. Any moneys expended by the Tenant in executing such works, shall be payable by the Landlord upon demand, together with interest thereon at the default interest rate from the date of expenditure down to the date of payment, or if the Tenant elects set off against the annual rent.

Access for Repairs

- 17.1 The Tenant shall permit the Landlord and those employees and contractors of the Landlord that the Tenant has been provided with details of and who have passed the Tenant's security checks, at such times reasonably acceptable to the Tenant on reasonable notice to the Tenant and only when accompanied by a servant or agent of the Tenant to enter the premises to carry out repairs to the premises or adjacent premises and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs inspections and work to be carried out with the least possible inconvenience to the Tenant.
- 17.2 If the Landlord desires to, or is required to, undertake any building works on the premises, including any repair or maintenance works, that involves the use of contractors or other third parties, the Landlord must procure any contractor or other third party who will have access to the premises to undertake such works to
- (a) Complete a security check on terms reasonably acceptable to the Tenant;
 - (b) Provide the Tenant with a copy of the contractor's health and safety plan which shall be subject to the Tenant's reasonable approval prior to any work commencing; and
 - (c) Familiarise themselves with and commit to complying with the Tenant's own health and safety plan in all material respects

USE OF PREMISES

Business Use

- 18.1 The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use:
- (a) Not in substantial competition with the business of any other occupant of the premises;
 - (b) Reasonably suitable for the premises; and

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

- (c) Conforming with all town planning ordinances, provisions and consents including but not limited to the Resource Management Act 1991 or any other statutory provisions relating to resource consents.

If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.

- 18.2 If any change in use requires compliance with Sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with Section 46 of the Act and to pay all compliance costs.
- 18.3 If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business PROVIDED HOWEVER that this subparagraph shall have no effect whilst Her Majesty the Queen for the purposes of the New Zealand Police is the Tenant hereunder.
- 18.4 The Landlord will not without the prior written consent of the Tenant use or permit any part of the property not forming part of the premises to be used for any use similar to the business use or a use in competition with the business of the Tenant carried on in the premises or is likely to create noise, dust, vibration or other interference with, or disruption to the business of the Tenant. The Landlord agrees to the Tenant withholding consent for incompatible neighbouring uses, provided that such consent is not unreasonably withheld.

Lease of Premises and Carparks Only

19. Subject to the provisions of paragraph 18.4 the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant PROVIDED HOWEVER that the Landlord will not, nor will the Landlord permit or suffer any other tenant or invitee, to obstruct or prevent the Tenant from having and exercising full free and unobstructed passage with or without motor vehicles along the driveway or access to the premises at all times.

Neglect of Other Tenant

20. Subject to the provisions of paragraph 19 hereof, the Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

Signage

- 21.1 The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building or the appurtenances thereof without the prior approval in writing of the Landlord but such approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved, the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned thereby.
- 21.2 So long as Her Majesty the Queen for the purposes of New Zealand Police is the Tenant hereunder, it shall be entitled without the further consent of the Landlord to paint the exterior of the premises in accordance with its established livery and to affix thereto its usual signs and logo.
- 21.3 The Landlord agrees that it will not alter the colour of the exterior of the premises without the prior written consent of the Tenant, nor will it permit any other tenant or invitee, to erect any signage to the exterior of the building or on the property which is incompatible with the Tenant's use of the premises.

Additions and Alterations

- 22.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord shall authorise any alterations or additions and requests at the time the additions and alterations are carried out, that the Tenant reinstates the additions and alterations, the Tenant will at the Tenant's own expense, at the end of the term reinstate the premises. The Tenant will promptly discharge and procure the withdrawal of any liens or charges of which notice may be given to the Tenant or the Landlord in respect of any work carried out by the Tenant.
- 22.2 Notwithstanding anything else in this lease, the Tenant shall have the right to secure the premises by whatever means the Tenant deems necessary. The Tenant shall not be required to provide the Landlord with keys or any other means to access any such security installed by the Tenant until the termination of the lease. While Her Majesty the Queen for Police purposes is Tenant hereunder, the Tenant shall also have the right to install a microwave dish on the roof of the building in which the premises are located for the purpose of microwave-linked communications.
- 22.3 The Tenant when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act as they relate to the works proposed by the Tenant. In the event that any building consent sought by the Tenant triggers any upgrading requirement in relation to part of the building, building services or Landlord's fixtures or fittings, then the Landlord shall at its cost comply in full with any such requirement to ensure the Tenant's building work can progress without delay. The triggering of any such requirement shall not be a reasonable basis upon which the Landlord may refuse consent for the works under clause 22.1 above.

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

Compliance with Statutes and Regulations

23.1 The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant PROVIDED THAT:

- (a) The Tenant shall not be required to make and shall be under no liability in respect of any structural repairs or alterations or carry out any improvements or upgrading of the building or the building services or other works of any kind, other than those required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
- (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 and the Tenant shall not be required to comply with any statute ordinance regulation or by-law relating to or affecting the premises which requires compliance by the Landlord whether or not the Tenant was in occupation thereof PROVIDED THAT nothing herein shall prejudice or affect the liability of the Tenant to observe the terms covenants and conditions on its part contained in this lease.

23.2 The Landlord covenants that the premises do not, and will not throughout the term, contain potential health hazards including but not limited to legionella, asbestos, combustible materials and toxic or chemical substances and if the premises contain any of the above that the Landlord will meet all statutory or health department requirements in respect of the same including cleaning up or managing the risks in accordance with best practices. The Landlord shall on demand provide the Tenant with evidence of such controls.

No Noxious Use

24. The Tenant shall not:

- (a) Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature unless such items are at all time securely stored in accordance with applicable occupational health and safety, and industry best practice, standards.
- (b) Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of such weight size or shape which exceeds the maximum floor loading for the building as specified by the Landlord. Prior to the commencement date, the Landlord is to provide maximum floor loadings for both "point" loads, and "uniformly distributed" loads that it is safe for the building to carry.
- (c) Contaminate the property and shall undertake all works necessary to remove any contamination of the property other than the contamination which took place prior to the commencement date of the lease term. Contamination means any change in the physical, chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.

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- (d) Use the premises or allow them to be used for any noxious illegal or offensive trade or business; or
- (e) Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord other tenants of the property or any other person and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

Tenant Not to Void Insurances

25. The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- (a) Shall make void or voidable any policy of insurance on the property; or
 - (b) May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

In any case where in breach of this clause the Tenant has rendered any insurance less effective or void and the Landlord has suffered loss or damage thereby the Tenant shall forthwith compensate the Landlord in full for such loss or damage.

DAMAGE TO OR DESTRUCTION OF PREMISES

Total Destruction

- 26.1 If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- (a) As to render the premises untenable or incapable of being used by the Tenant for its particular business, then the Tenant may terminate the term of this Lease immediately; or
 - (b) In the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within one (1) month of the date of damage or destruction give the Tenant twenty (20) working days written notice to terminate.
- 26.2 Following termination pursuant to this clause all rent and outgoings shall cease to be payable from the date of termination and all rents and outgoings paid in advance by the Tenant that shall have abated during the period from the date of damage until the date of termination pursuant to clause 26.5 shall be refunded by the Landlord to the Tenant forthwith and any rent and outgoings paid beyond the date of termination shall be apportioned as at the date of termination and refunded by the Landlord to the Tenant forthwith. Any termination pursuant to this clause shall however be without prejudice to the rights of either party against the other.

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

- 26.3 If this lease is not terminated, pursuant to this clause, then the Landlord is to reinstate the premises with all reasonable speed, using materials and form of construction and according to such plan as the Landlord and Tenant shall reasonably agree to and shall be sufficient, so long as it is reasonably similar to the materials and form of construction and plan as subsisted prior to the damage or destruction and reasonably adequate for the Tenant's occupation and use of the premises. Where any rent and outgoings have been paid by the Tenant in advance such rent and outgoings that abate for the period from the date of the damage until the date of the completion of the repairs and reinstatement pursuant to clause 26.5 shall be credited by the Landlord towards the rental and outgoings payable by the Tenant.
- 26.4 If the Landlord fails to repair or reinstate the premises within a reasonable time either pursuant to this clause or clause 27, then the Tenant may terminate this lease, by giving notice in writing to the Landlord. The term of this lease will then be deemed to have ended as from the date the damage occurred, but will not effect the rights of either party against the other in respect of any prior breach of any of the covenants, conditions or agreements contained or implied in the lease.
- 26.5 From the date of damage until the date of termination or the completion of repairs or reinstatement (as the case may be) the rent and outgoings payable by the Tenant under this lease will be reduced by a fair proportion according to the nature and extent of the damage.

Partial Destruction

- 27.1 If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable or incapable of being used by the Tenant for its particular business, and:

- (a) The Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
- (b) All the necessary permits and consents shall be obtainable,

then the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises and/or the building and the Landlord must make up any difference between the cost of such repair or reinstatement and the insurance money received from the Landlord's own funds.

- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord and Tenant shall reasonably agree to and shall be sufficient so long as it reasonably similar to the materials and form of construction and plan as subsisted prior to the damage or destruction and reasonably adequate for the Tenant's occupation and use of the premises and where any rent and outgoings have been paid by the Tenant in advance such rent and outgoings that abate for the period from the date of the damage until the date of the completion of the repairs and reinstatement pursuant to clause 27.4 shall be credited by the Landlord towards the rental and outgoings payable by the Tenant.
- 27.3 If any necessary permit or consent shall not be obtainable then the term shall at once terminate but without prejudice to the rights of either party against the other, including in

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

particular the obligation upon the Landlord to refund to the Tenant any rent and outgoings paid in advance by the Tenant that abate for the period from the date of damage until the date of termination pursuant to clause 27.4 or that apply to the period beyond the date of termination as if termination had been effected pursuant to Clause 26 hereof.

27.4 From the date of damage until the date of termination or completion of the repairs or reinstatement (as the case may be) the rent and outgoings payable by the Tenant under this lease shall be reduced by a fair proportion according to the nature and extent of the damage.

DEFAULT

Cancellation

28. The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) cancel this Lease by re-entering the premises at the time or any time thereafter:

- (a) If the rent shall be in arrear twenty (20) working days after any of the rent payment dates and the Tenant has failed to remedy that breach within ten (10) working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007;
- (b) In case of breach by the Tenant of any covenant or agreement on the Tenant's part herein expressed or implied (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with Section 246 of the Property Law Act 2007;
- (c) If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors;
- (d) In the event of the insolvency bankruptcy or liquidation of the Tenant; or
- (e) If the Tenant shall suffer distress or execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court of a sum in excess of Twenty five thousand dollars (\$25,000.00) PROVIDED HOWEVER that this subclause shall have no application or effect whilst Her Majesty the Queen for the purposes of the New Zealand Police is the Tenant hereunder;

And the term shall terminate on such re-entry but without prejudice to the rights of either party against the other.

Chattels

29. Upon re-entry the Landlord may remove from the premises any chattels in the apparent possession of the Tenant and place them in secure premises at the expense of the Tenant and notify the Tenant in writing as to their whereabouts.

Essentiality of Payments

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- 30.1 Failure to pay rent or other moneys payable hereunder within ten (10) working days after the due date and written notice by the Landlord shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 30.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

- 31.1 The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 31.2 The Landlord is to compensate the Tenant and the Tenant shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Landlord constituting a repudiation of the lease or the Landlord's obligations under the lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the lease and shall be in addition to any other right or remedy which the Tenant may have.

REMOVAL OF TENANT'S FIXTURES

32. The Tenant not being in breach may at the end or earlier termination of the term, but shall not be required by the Landlord to, remove all the Tenant's fixtures and fittings and make good at the Tenant's own expense all resulting damage. If the Tenant does not remove its fixtures and fittings within five (5) working days of the end or earlier termination of this lease, ownership of the Tenant's fixtures and fittings passes to the Landlord.

QUIET ENJOYMENT

33. The Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and implied shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

RENEWAL OF TERM

34. If during the term hereof the Tenant has paid the rent and the outgoings at the time and in the manner provided herein and has given to the Landlord written notice at least three (3) calendar months but not more than six months before the expiry of the term of the Tenant's desire to renew the lease (**Tenant's Notice**) and is not at the time of giving such notice in breach of this lease, then the Landlord will grant a new lease for the next further term from the renewal date subject to the following conditions:
- (a) The Tenant's Notice is conditional upon the rent to be payable (in accordance with sub-clause (b) hereof) from the beginning of the renewed term, being agreed to by

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

the Tenant before the expiry of the term. Upon agreement on the rent being reached in accordance with clause 34(b), the Tenant's Notice shall be deemed to be irrevocable.

- (b) The Landlord will notify the Tenant in writing of the annual rent considered by the Landlord to be the current market rent as at the renewal date which notice is to be accompanied by a signed registered valuer's certificate substantiating the new rent proposed, within twenty (20) working days of receiving the Tenant's Notice. If the Tenant disagrees that the proposed new rent is the current market rent, the Tenant is to provide the Landlord with notice in writing disputing that the new rent proposed by the Landlord is the current market rent and specifying the rent proposed by the Tenant as the current market rent for the premises, which notice is to be accompanied by a signed registered valuer's certificate substantiating the new rent. Immediately following the Tenant's notice disputing the rent, the parties shall endeavour to agree upon the current market rent. If the parties fail to agree on the new rent prior to the expiry of the term, the parties agree that the Tenant's Notice is revoked and the lease expires on the expiration of the current term. Notwithstanding the foregoing, the Landlord agrees that the Tenant has three months in which to vacate the premises, from the date of expiry of the term. During this holding over period, the Tenant shall pay the annual rent payable immediately prior to the renewal date.
- (c) Such annual rent shall be subject to review during the further term on the review dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews.
- (d) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by a guarantor who has guaranteed this lease on behalf of the Tenant who have given notice.
- (e) The new lease shall otherwise be upon and subject to the covenants and agreements herein expressed and implied except that the term of this lease plus all further terms shall expire on or before the final expiry date.
- (f) If the rent has not been determined in accordance with clause 34(b) above by the renewal date, for the period following the renewal date until the determination of the rent, the Tenant shall continue to pay the annual rent payable immediately prior to the renewal date. Upon determination of the annual rent an appropriate adjustment will be made (if necessary).

ASSIGNMENT OR SUBLETTING

35.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises or any part thereof without first obtaining the written consent of the Landlord which the Landlord shall give if the following conditions are fulfilled:

- (a) The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (or in the case of a company the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease.
- (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

- (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.
 - (d) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange) a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord.
 - (e) The Tenant pays the Landlord's reasonable and proper costs and disbursements in respect of the approval or preparation of any deed of covenant.
- 35.2 Where the Landlord 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 subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 35.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange then any change in the legal or beneficial ownership of any of its shares or issue of new capital whereby in either case there is a change in the effective management or control of the company is deemed to be an assignment of this lease.
- 35.4 Notwithstanding any Rule of Law or anything herein expressed or implied to the contrary where Her Majesty the Queen for the Purposes of the New Zealand Police as Tenant assigns this lease under the provisions of this clause all the liabilities of the Tenant expressed or implied under this lease whether contingent or otherwise for the payment of future rents or other moneys or the future observance and performance of any of the covenants conditions or agreements on the part of the Tenant shall cease and determine absolutely as from the date of the assignment thereof but without releasing the Tenant from liability for any antecedent breach thereof.

CARPARKS

- 36.1 The Tenant shall have the right to exclusive possession of the leased carparks, but when any carpark is not being used by the Tenant other persons shall be entitled to pass over the same.
- 36.2 The Landlord may carry out repairs to the carparks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to clauses 26 or 27.
- 36.3 The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the carparks and access thereto and in particular shall only use the carparks for the parking of one car per parking space.
- 36.4 The provisions of the Second Schedule shall apply to the carparks as appropriate.

DISPOSAL OF LANDLORD'S INTEREST

37. Subject to the provisions of this clause the Landlord may at any time dispose of the Landlord's interest in the premises provided:
- (a) That any such disposal shall preserve to the Tenant all the Tenant's rights and remedies under this lease; and

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

- (b) That while Her Majesty the Queen is the Tenant and occupies the premises the following further provisions shall apply:
- (i) The Landlord shall advise the Tenant in writing of the person or corporation to whom the Landlord intends to dispose of its interest in the premises (**proposed Assignee**).
 - (ii) If the Tenant has any objection to the proposed Assignee because the Tenant reasonably apprehends in good faith that either:
 - (aa) The proposed Assignee presents an actual or potential threat to the discharge by the Tenant of the Tenant's statutory obligations;
or
 - (bb) The role or function of the Tenant will be prejudiced by the proposed Assignee becoming the Landlord;

then the Tenant shall within five (5) working days of receiving the Landlord's advice pursuant to (i) above, notify the Landlord in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Landlord;

- (iii) If the Landlord does not receive written notice from the Tenant pursuant to sub-clause (ii) (aa) or (bb) above together with grounds to substantiate its reasonable apprehension within five (5) working days from the date of its advice to the Tenant, the Tenant shall be deemed to have accepted the proposed Assignee.
- (iv) If the Tenant objects to the proposed Assignee in accordance with sub-clause (ii) (aa) and (bb) above, then the Landlord shall not dispose of its interest to the proposed Assignee.
- (v) If the Landlord fails to advise the Tenant in writing of the disposal of its interest in the premises and the Tenant has objections to the assignee based on those reasons set out in subclauses 37(b)(ii)(aa) and (bb) above, then the Tenant shall be entitled at any time thereafter to terminate this Lease on five (5) working days written notice and the Tenant's obligations under this Lease shall cease from the expiration of such notice.

GENERAL

Holding Over

38. If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, such occupation shall be a periodic tenancy only terminable by twenty (20) working days notice at the rent then payable per month for the premises and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as herein expressed or implied.

Access for Re-Letting

39. If the Tenant has not given notice of its intention to renew this lease, the Tenant shall during the period of three months immediately preceding the expiration of the term allow

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

the Landlord at all times reasonably acceptable to the Tenant, on reasonable notice to the Tenant, and only when accompanied by a servant or agent of the Tenant, to enter upon the premises to view the premises provided always such viewing is conducted in a manner which does not cause disruption to the Tenant.

Suitability

40. No warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

Waiver

41. No waiver or failure to act by the Landlord in respect of any breach by the Tenant shall operate as a waiver of another breach.

No Registration

- 42.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered and the Tenant will not register a caveat in respect of the Tenant's interest hereunder.
- 42.2 The Landlord agrees that the Tenant is permitted to designate the land on which the premises are located and/or to register a Gazette Notice recording the Tenant's use of the premises against the Landlord's certificate of title to the property and, if requested, the Landlord agrees to take all reasonable steps and sign any documentation required to enable such registration, including producing the certificate of title to the property for registration.
- 42.3 The Landlord will if requested by the Tenant, obtain the consent of any mortgagee of the property to this lease.

Notices

- 43.1 All notices must be in writing and must be served by one of the following means:
- (a) in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
 - (b) in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (ii) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.
- 43.2 All notices to be given to the Landlord or to the Tenant hereunder shall be deemed sufficiently served:

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

- (a) in the case of personal delivery, when received by the addressee at the address detailed in clause 43.3; and
- (b) in the case of posting by registered mail, on the 3rd working day following the date of posting to the addressee at the address detailed in clause 43.3; and
- (c) in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 43.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

43.3 Details for Notices:

Landlord: []

Tenant: The District Commander

[]

43.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Landlord, it is to be supported by satisfactorily written delegation from the Landlord confirming the appointment of the party giving the notice.

Arbitration

- 44 (a) Any controversy or claim arising out of or related to this agreement or the breach thereof, including the circumstances in which it was formed, and any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Act 1996 and the express provisions of this clause shall prevail in the event of any inconsistency with the Act, to the extent permitted by law.
- (b) The dispute(s) shall be determined by a sole arbitrator.
- (c) In respect of the First Schedule to the Arbitration Act 1996 the parties "otherwise agree" to the following:

Article 3 - in addition to the stated methods of giving notice, facsimile shall also be permitted.

Article 11(2) - in the absence of agreement, the arbitrator shall be appointed by the President of the Auckland District Law Society.

Article 26 - the arbitrator shall not appoint any expert to advise except with the written consent of both parties.

Article 31(5) - a sum directed to be paid by an Award shall carry interest at the default interest rate and shall be payable if the sum directed to be paid by the Award is not paid ten (10) working days after the date upon which it was ordered to be paid or in the absence of any such date ten (10) working days after the date of the Award.



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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

- (d) In respect of the Second Schedule to the Arbitration Act 1996 the following provisions shall not apply:

Clause 1 - default appointment of arbitrator

Clause 2(2) - consolidation of arbitral proceedings which do not all have the same arbitral tribunal.

Interpretation

45. In this lease

- (a) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (b) "the property" and "the building" means the land and building(s) of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
- (c) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
- (d) "GST" means Goods and Services Tax.
- (e) "structural repair, alteration and addition" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (f) "renewal" means the granting of a new lease as provided for in clause 35.
- (g) "working day" has the meaning given to it in the Property Law Act 2007. Notice is served after 5pm on a working day, or on a day that is not a working day, shall be deemed to be served on the next succeeding working day.
- (h) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (i) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (j) Where the Landlord's consent to any matter is required under this Lease, then unless expressly stated to the contrary in this Lease, in each case the Landlord:
- (i) must not unreasonably withhold consent; and
 - (ii) must, within a reasonable time of the Landlord's consent being requested;
 - (a) grant that consent; or
 - (b) notify the Tenant in writing that the consent is withheld.

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

SCHEDULE 3

Plan of Premises

JB AL

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2.3 ENCUMBRANCES: DEED OF LEASE WITH THE NEW ZEALAND POLICE

SCHEDULE 4

Photographs of Condition of Premises at Commencement Date

JK

DOCUMENTS

2.4 ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

2.4 Oraeroa Conservation Covenant

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2.4 ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

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2.4 ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

2 OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserve Values;

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of exotic tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;
- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 3.1.10 any other activity which might have an adverse effect on the Reserve Values;
- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.12 the erection of utility transmission lines across the Land.

- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
- 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
- 3.2.3 keep the Land free from exotic tree species;

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2.4 ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

- 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
- 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
- 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;
- 3.2.7 comply with all requisite statues, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
- 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

- 4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
- 4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

DOCUMENTS

2.4 ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

5 JOINT OBLIGATIONS

The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

6 DURATION OF COVENANT

6.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

7 OBLIGATIONS ON SALE OF LAND

7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

7.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

7.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8 CONSENTS

8.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

9 MISCELLANEOUS MATTERS

9.1 Rights

9.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

9.2 Trespass Act:

9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.



DOCUMENTS

2.4 ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

9.3 Reserves Act

- 9.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

9.4 Title

- 9.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

9.5 Acceptance of Covenant

- 9.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

9.6 Fire

- 9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

- 9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

- 9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

10 DEFAULT

- 10.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

- 10.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

DOCUMENTS

2.4 ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

- 10.2.1 advise the defaulting party of the default;
- 10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11 DISPUTE RESOLUTION PROCESSES

11.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

11.2 Mediation

- 11.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 11.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

11.3 Failure of Mediation

- 11.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.
- 11.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.
- 11.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

12 NOTICES

- 12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.
- 12.2 A notice given in accordance with clause 12.1 will be deemed to have been received:
 - (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third working day after posting;

DOCUMENTS

2.4 ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

12.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

Executed as a Deed

Signed by _____ as)
Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
section 117 of the Reserves Act 1977 as designated)
Commissioner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

DOCUMENTS

2.4 ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

SCHEDULE 1

Description of Land:

South Auckland Land District

10 hectares approximately, being part of Lot 9 DP 5099. Subject to survey.

Reserve Values to be protected in Oraeroa

The natural landscape amenity of the area

Oraeroa provides forested landscape amenity values contiguous with the rest of the Kaimai range, bisected by the upper reaches of the Wainui River which pass through the site.

The natural environment values as represented by the indigenous flora and fauna of the land

Oraeroa is made up of mostly lowland tawa-rewarewa forest to the west and tawa-rewarewa forest leading to mānuka on the east of the Wainui River.

The shortjaw kokopu *Galaxias postvectis*, which has a threatened species classification of 'at risk – declining' has been recorded in the Wainui River and the river also provides habitat for other native aquatic species.

The native forest provides habitat for indigenous fauna including kererū (New Zealand Pigeon) *Hemiphaga novaeseelandiae* and the pekeketua (Hochstetter's frog) *Leiopelma hochstetteri* which has a threatened species classification of 'at risk – relict'.

The Historical/archaeological values of the area

The historic value of the Land includes an unrecorded urupā.

Hapū historic, cultural and spiritual values

Oraeroa is of significant ancestral value to Pirirākau. Oraeroa was a traditional bush settlement of Pirirākau, located near the Parapara Stream where native flora and fauna was harvested by our tupuna for kai, building materials and medicinal purposes. The kainga was also a resting area for those travelling between Tauranga and the Waikato Matamata Districts over the Wairere and Te Tuhi Tracks. During the days when flax was exported from Tauranga, Ngāti Haua in particular frequently rested at this nohoanga while carrying dressed muka over the Wairere and Te Tuhi tracks. This covenant provides Pirirākau the opportunity to revitalise their connection to Oraeroa for the purpose of establishing nohoanga and facilitating wānanga. The return of this reserve is highly regarded as a contribution to the rebuilding of the tribal estate of Pirirākau and ultimately enhancing the mana of the hapū. The expectation is that this land will be managed in accordance with the tikanga of Pirirākau.

DOCUMENTS

2.4 ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

Tauranga Area Manager
Department of Conservation
253 Chadwick Road
Greerton
Tauranga



DOCUMENTS

2.4 ENCUMBRANCES: ORAEROA CONSERVATION COVENANT

GRANT of Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation



DOCUMENTS

2.5 ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

2.5 Te Kaki Conservation Covenant



DOCUMENTS

2.5 ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

"Conservation Values"	means the conservation values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Fire Authority"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"Land"	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine

DOCUMENTS

2.5 ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

the issue, the parties must have regard to the matters contained in the Background.

- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed:
 - 2.1.1 for Conservation Purposes;
 - 2.1.2 so as to preserve the Reserves Values;
 - 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock;
 - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

DOCUMENTS

2.5 ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

- 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
 - 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
 - 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land.

DOCUMENTS

2.5 ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

- 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
- 5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

- 5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
- 5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 JOINT OBLIGATIONS

The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

7 DURATION OF COVENANT

- 7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

8 OBLIGATIONS ON SALE OF LAND

- 8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

DOCUMENTS

2.5 ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

9 CONSENTS

- 9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

10 MISCELLANEOUS MATTERS

10.1 Rights

- 10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

10.2 Trespass Act:

- 10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

- 10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

- 10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 Titles

- 10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

10.5 Acceptance of Covenant

- 10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

10.6 Fire

- 10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

- 10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.3 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

DOCUMENTS

2.5 ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11 DEFAULT

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

12 DISPUTE RESOLUTION PROCESSES

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 Mediation

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is located is to appoint the mediator.

12.3 Failure of Mediation

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

DOCUMENTS

2.5 ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the District Law Society in the region in which the Land is situated.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

13 NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

Executed as a Deed

Signed by _____ as)
Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
section 117 of the Reserves Act 1977 as designated)
Commissioner in the presence of :)

Witness: _____

Address : _____

DOCUMENTS

2.5 ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

Occupation: _____



DOCUMENTS

2.5 ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

SCHEDULE 1

Description of Land:

South Auckland Land District

0.6 hectares approximately, being that part of Section 10 Block XIV Otanewainuku Survey District, as marked 'A' on deed plan OTS-078-009.

Subject to survey

Final legal description to be inserted following survey.

Conservation Values to be protected:

The appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit the site, which is accessible from the adjoining road.

The natural values of the remnant of native lowland hard beech forest present on the western corner of the site.

Reserve Values to be protected:

The natural landscape amenity of the area

The value of the site as part of the rural landscape of the surrounding area, and the natural resource values of the native forest remnant on the western corner of the site.

The natural environment values as represented by the indigenous flora and fauna of the land

An approximately half-hectare remnant of native lowland hard beech forest is located on the western corner of the site. This forest is contiguous with the native vegetation corridor stretching from the Mamaku Plateau and the Kaimai-Mamaku Forest Park towards the coast. The remnant forest contributes to the ecosystem corridor and the Mangapapa River catchment.

The native forest remnant provides habitat for indigenous fauna including miromiro (pied tit) *Petroica macrocephala*, toutouwai (North Island robin) *Petroica longipes* and Pōpokotea (whitehead) *Mohoua albicilla*.

The Historical/archaeological values of the area

There are no historic or archaeological features known to the Department.

Ngāti Hangarau historic, cultural and spiritual values

Ngāti Hangarau has cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna in and about this reserve site. Ngāti Hangarau accepts a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage all natural and historic resources within their traditional hapū boundary. This reserve is named Te Kaki in recognition of the traditional kainga of Ngāti Hangarau which is located approximately 500m south of this reserve. Te Kaki was one of a number of inland nohoanga of Ngāti Hangarau. Te Kaki represents the most southern traditional kainga for Ngāti Hangarau and therefore is an important identifier of the extent of their rohe. Ngāti Hangarau see this reserve as contributing to recognising the ongoing and enduring connection of Ngāti Hangarau to this area. Ngāti Hangarau wish for this site to be managed consistently with the tikanga of Ngāti Hangarau for the benefit of their future generations.

DOCUMENTS

2.5 ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

Tauranga Area Manager
Department of Conservation
253 Chadwick Road
Greerton
Tauranga



DOCUMENTS

2.5 ENCUMBRANCES: TE KAKI CONSERVATION COVENANT

GRANT of Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 27 of the
Conservation Act 1987
and section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

DOCUMENTS

2.6 ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE
SITE RIGHT OF WAY EASEMENT

2.6 Te Awa o Ngāumuwahine site and Te Wai o Ngāumuwahine site Right of
Way Easement

DOCUMENTS

2.6 ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE
SITE RIGHT OF WAY EASEMENT

TE AWA O NGĀUMUWAHINE SITE
AND TE WAI O NGĀUMUWAHINE SITE
EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

The trustees of the governance entity

Grantee

Surname must be underlined

Her Majesty the Queen acting through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee in gross and in perpetuity the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this

day of

20

ATTESTATION:

----- Signature of Grantor	<u>Signed</u> in my presence by the Grantor:
	_____ <i>Signature of Witness</i> Witness Name: Occupation: Address:

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

DOCUMENTS

2.6 ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE
SITE RIGHT OF WAY EASEMENT



DOCUMENTS

2.6 ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE
SITE RIGHT OF WAY EASEMENT

<p>Signed on behalf of Her Majesty the Queen by</p> <p>Acting under a delegation from the Director General of Conservation dated</p> <p>_____ Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____ <i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
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Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the
Grantee

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

DOCUMENTS

**2.6 ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE
SITE RIGHT OF WAY EASEMENT**

ANNEXURE SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	e.g. Dotted in red on deed plan OTS-078-012 and shown dotted red on deed plan OTS-078-021 <i>[note for the document to be registered need to insert the legal description after the survey is completed]</i> The Easement Area	The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

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

DOCUMENTS

2.6 ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE
SITE RIGHT OF WAY EASEMENT

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DOCUMENTS

2.6 ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE
SITE RIGHT OF WAY EASEMENT

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and by bicycle and where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area its employees or contractors may proceed along the Easement Area by foot and with hand-held tools, or may on giving prior notice (where practicable and if not practicable as soon as possible after entry) by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.
- 1.3 The right of way includes—
 - 1.3.1 the right to establish a recreation track on the Easement Area, to repair and maintain any existing recreation track on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the recreation track.
 - 1.3.3 The right for the Grantee to improve the Easement Area in any way it considers expedient, including the installation of track markers and stiles, but without at any time causing damage to or interfering with the Grantor's management of the Grantor's Land.
 - 1.3.4 The right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent which will not be unreasonably withheld on the Grantor's Land.
- 1.4 The right of way does not confer on the public the right to camp on the Easement Area without the consent of the Grantor.
- 1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

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

DOCUMENTS

2.6 ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE SITE RIGHT OF WAY EASEMENT

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Easement Instrument	Dated:	Page of pages
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1.7 The public may not use any vehicle, including motorcycles or any means of locomotion except bicycles, mechanical electrical or otherwise on the Easement Area without the consent of the Grantor.

1.8 The public may not light any fires or deposit any rubbish on the Easement Area.

2 General rights

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

3 Repair, maintenance, and costs

3.1 The Grantee is responsible for arranging the repair and maintenance of the recreation track on the Easement Area and for the associated costs, so as to keep the track in good order and to prevent it from becoming a danger or nuisance.

3.2 The Grantee must meet any associated requirements of the relevant local authority.

3.3 The Grantee will repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.4 The Grantor will repair at its cost all damage caused to the recreation track through its negligence or improper actions.

4 Rights of entry

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

DOCUMENTS

2.6 ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE SITE RIGHT OF WAY EASEMENT

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

Easement Instrument	Dated:	Page of pages
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- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
- (i) meet the obligation; and
- (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

If a dispute in relation to this easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and

DOCUMENTS

2.6 ENCUMBRANCES: TE AWA O NGĀUMUWAHINE SITE AND TE WAI O NGĀUMUWAHINE
SITE RIGHT OF WAY EASEMENT

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

Easement Instrument	Dated:	Page of pages
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- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

DOCUMENTS

2.7 ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT

2.7 Waimanu ki uta Right of Way Easement



DOCUMENTS

2.7 ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT

Waimanu ki uta
EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

The insert name of GE

Grantee

Surname must be underlined

Her Majesty the Queen acting through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in gross and in perpetuity the easement **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this

day of

20

ATTESTATION:

----- Signature of Grantor	Signed in my presence by the Grantor:
	_____ Signature of Witness Witness Name: Occupation: Address:

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

DOCUMENTS

2.7 ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT

<p>Signed on behalf of Her Majesty the Queen by</p> <p>Acting under a delegation from the Director General of Conservation dated</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p>Signature of Witness</p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
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Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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DOCUMENTS

2.7 ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT



DOCUMENTS

2.7 ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT

ANNEXURE SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	e.g. Dotted in red on the attached plan <i>[note for the document to be registered need to insert the legal description after the survey is completed]</i> The Easement Area	The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

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DOCUMENTS

2.7 ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT



DOCUMENTS

2.7 ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page of pages
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- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and by bicycle and where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area its employees or contractors may proceed along the Easement Area by foot and with hand-held tools, or may on giving prior notice (where practicable and if not practicable as soon as possible after entry) by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.
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DOCUMENTS

2.7 ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
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2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

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3.2 The Grantee must meet any associated requirements of the relevant local authority.

3.3 The Grantee will repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.4 The Grantor will repair at its cost all damage caused to the recreation track through its negligence or improper actions.

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4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

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DOCUMENTS

2.7 ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
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- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

If a dispute in relation to this easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and

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DOCUMENTS

2.7 ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT



DOCUMENTS

2.7 ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
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- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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



DOCUMENTS

2.7 ENCUMBRANCES: WAIMANU KI UTA RIGHT OF WAY EASEMENT



DOCUMENTS

2.8 PUWHENUA FOREST LANDS RIGHT OF WAY EASEMENT

2.8 Puwhenua Forest Lands Right of Way Easement

DOCUMENTS

2.8 PUWHENUA FOREST LANDS RIGHT OF WAY EASEMENT

Easement across MAF land in favour of DoC

EASEMENT INSTRUMENT TO GRANT EASEMENT

Pursuant to Section 90 Land Transfer Act 1952

Land Registration District

South Auckland

BARCODE

Grantor

Surname must be underlined

[The Trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust]

Grantee

Surname must be underlined

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grant of Easement

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedules

Dated this day of 2012

Attestation

<p>Signed for and on behalf of <i>[The Trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust]</i></p>	<p>Signed In my presence by the Grantor</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):-</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [Common seal] of Grantor</p>	
<p>Conservator for the Bay of Plenty Conservancy acting for The Minister of Conservation under delegated authority pursuant to Sections 57 and 58 of the Conservation Act 1987</p> <p>Signature [Common Seal] of Grantee</p>	<p>Signed In my presence by the Grantee</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):-</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>

Certified correct for the purposes of the Land Transfer Act 1952

DOCUMENTS

2.8 PUWHENUA FOREST LANDS RIGHT OF WAY EASEMENT

Easement across MAF land in favour of DoC

Annexure Schedule 1

Easement Instrument

Dated 2012

Page 1 of 1

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	[Marked x on the diagram in the attachments schedule] Subject to survey	Part SA68A/370	[SA68A/371]

Easements rights and powers

Unless otherwise provided below, the Rights and Powers Implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the fifth Schedule to the Property Law Act 2007

The implied rights and powers are hereby added to by the provisions set out in Annexure Schedule 2

DOCUMENTS

2.8 PUWHENUA FOREST LANDS RIGHT OF WAY EASEMENT

Annexure Schedule 2

EASEMENT Dated 2012 Page 1 of 5 Pages

Easement in favour of DoC over MAF land

1 DEFINITIONS

In this Easement Instrument, unless the context otherwise requires:

"Grantee" means the registered proprietor of the Grantee's Land and includes the Grantee's servants, tenants, agents, employees, contractors, licensees and invitees of the Grantee but does not include members of the general public;

"Grantor" means the registered proprietor for the time being of the Grantor's Land;

"Grantee's Land" means the land described as the Dominant Land in Schedule A of this Easement Instrument; and

"Grantor's Land" means the land described as the Servient Land in Schedule A of this Easement Instrument.

2 CONSTRUCTION

In the construction of this Easement Instrument unless the context otherwise requires:

2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Easement Instrument;

2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

3 GRANT OF ACCESS RIGHTS

3.1 The Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown in Schedule A of this Easement Instrument together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument to the intent that the easement shall be forever appurtenant to the Grantee's land.

3.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall observe the obligations imposed on it under this Easement Instrument.

4 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 3 are granted subject to the following conditions and obligations:

4.1 The Grantee shall when passing or repassing over the Grantor's Land:

4.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

2.8 PUWHENUA FOREST LANDS RIGHT OF WAY EASEMENT

Annexure Schedule 2

EASEMENT Dated 2012 Page 2 of 5 Pages

- 4.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
- 4.1.3 not take or cause to be taken over the Grantor's Land any welding equipment and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 4.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 4.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 4.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 4.2 Subject to Clauses 4.4 and 4.7, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee;
- 4.3 Subject to Clauses 4.4 and 4.7, in the event that the Grantor's roads, tracks and other structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee;
- 4.4 When carrying out any repairs, maintenance or improvements to a road under clauses 4.2 and 4.3, the Grantee shall not:
 - (a) widen the road; or
 - (b) alter the location of the road; or
 - (c) alter the way in which the run-off from the road is disposed of; or
 - (d) change the nature of the road surface; or
 - (e) park or store equipment or material on the Grantor's Land,without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 4.5 The Grantee shall not exhibit any notice or sign on the Grantor's Land without prior written consent of the Grantor (as to style, content, wording, size and location) provided that such consent not to be unreasonably or arbitrarily withheld;
- 4.6 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees or contractors in its or their normal or reasonable use of the Grantor's Land;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

2.8 PUWHENUA FOREST LANDS RIGHT OF WAY EASEMENT

Annexure Schedule 2

EASEMENT Dated 2012 Page 3 of 5 Pages

- 4.7 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 4.8 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor;
- 4.9 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor; and
- 4.10 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

5 MAINTENANCE

- 5.1 Subject to Clauses 5.2 and 5.3, if the Grantee's use of the right of way is sufficient to require maintenance costs, then the Grantor may charge the Grantee for maintenance based on actual costs and actual use by the Grantee.
- 5.2 The Grantee shall be liable for the cost of repairing any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantee.
- 5.3 The Grantor shall be liable for the cost of any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantor.

6 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Easement Instrument.

7 LEASE

The Grantor and the Grantee record that at the time that the easement is granted there is a lease registered over the Grantor's land in favour of NZ Forest Products Limited as lessee. This Easement Instrument is entered into subject to, and does not override the terms of the lease.

8 ASSIGNMENT

The Grantee may assign all its rights and obligations under this Easement Instrument and from the date of such assignment shall cease to have any liability whatsoever in respect of this Easement Instrument. The Grantor agrees to release the Grantee from all obligations under this Easement Instrument from the date of such assignment.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

2.8 PUWHENUA FOREST LANDS RIGHT OF WAY EASEMENT

Annexure Schedule 2

EASEMENT Dated Page of Pages

9 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

10 NOTICES

10.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

10.1.1 The Grantor's address as set out in paragraph 1 of the Schedule for Notices; and

10.1.2 The Grantee's address as set out in paragraph 2 of the Schedule for Notices.

10.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

11 DISPUTES

11.1 If any party hereto has any dispute with any party in connection with the provisions of this Easement Instrument

11.1.1 That party will give full written particulars of the dispute to the other;

11.1.2 The parties will promptly meet together and in good faith try and resolve the dispute.

11.2 If the dispute is not resolved in 14 days of written particulars being given (or any longer period agreed by the parties) the dispute will be referred to arbitration in accordance with the Arbitration Act 1996.

12 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in force.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

DOCUMENTS

2.8 PUWHENUA FOREST LANDS RIGHT OF WAY EASEMENT

Annexure Schedule 2

EASEMENT Dated

2012

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of

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Pages

SCHEDULE for NOTICES

GRANTOR'S ADDRESS:

The General Manager
Crown Forestry
Level 11 Pastoral House
25 The Terrace
PO Box 2526
WELLINGTON

GRANTEE'S ADDRESS:

The Conservator
Bay of Plenty Conservancy
Department of Conservation
99 Sala Street
ROTORUA 3010

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

3 RFR DEED OVER QUOTA

DEED GRANTING A RIGHT OF FIRST REFUSAL OVER QUOTA

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 Primary Industries (the **Crown**).

BACKGROUND

- A. Ngā Hapū o Ngāti Ranginui and the Crown are parties to a deed of settlement to settle the Historical Claims of Ngā Hapū o Ngāti Ranginui dated [*Insert the date of the Deed of Settlement*] (the **Deed of Settlement**).
- B. The Crown agreed under the Deed of Settlement that (if the Deed of Settlement became unconditional) the Crown would, by or on the Settlement Date under that Deed, provide the Governance Entity with a deed in this form granting the Governance Entity a right of first refusal over certain Quota.
- C. The Deed of Settlement has become unconditional and this Deed is entered into:
- by the Crown in satisfaction of its obligations referred to in clause 6.15 of the Deed of Settlement; and
 - by the Governance Entity in satisfaction of its obligations under clause 6.16 of the Deed of Settlement.

IT IS AGREED as follows:

1 THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND

- 1.1 This Deed applies only if, during the period of 50 years from the Settlement Date:
- 1.1.1 the Minister for Primary Industries declares, under the Fisheries Legislation, a species to be subject to the Quota Management System; and
- 1.1.2 nominates that species as an 'applicable species', meaning one to which they wish to have a right of first refusal (RFR), and
- 1.1.3 the Minister for Primary Industries sets, under the Fisheries Legislation, a Total Allowable Commercial Catch (a **TACC**) for that Applicable Species for a Quota Management Area that includes some or all of the coastline of the RFR Area (an **Applicable TACC**).

3. RFR DEED OVER QUOTA

2 THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC

2.1 This Deed applies only to Quota (Applicable Quota) that:

2.1.1 relates to an Applicable TACC; and

2.1.2 has been allocated to the Crown as either:

(a) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996; or

(b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

3 THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE QUOTA TO THE GOVERNANCE ENTITY

3.1 Before the Crown sells any Applicable Quota relating to an Applicable TACC, the Crown must offer (in accordance with clause 5) the Governance Entity the right to purchase the Required Minimum Amount or more of the Applicable Quota relating to that Applicable TACC calculated in accordance with clause 4.1 or clause 4.2 (whichever is applicable).

4 CALCULATION OF REQUIRED MINIMUM AMOUNT OF APPLICABLE QUOTA TO BE OFFERED

4.1 Where:

4.1.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.1.2 no person was eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \left[\frac{2}{5} \times \frac{A}{B} \times C \right]$$

4.2 Where:

4.2.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.2.2 a person, or persons, were eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

DOCUMENTS

3. RFR DEED OVER QUOTA

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \text{the lessor of } \left[\frac{2}{5} x \frac{A}{B} x C \right] \text{ or } \left[\frac{A}{B} x D \right]$$

4.3 For the purposes of this clause:

"A" is the length of coastline of the RFR Area that is within the coastline of the relevant Quota Management Area;

"B" is the length of coastline of the relevant Quota Management Area;

"C" is the total amount of Quota relating to the relevant Applicable TACC;

"D" is the amount of Applicable Quota held by the Crown in relation to the relevant Applicable TACC; and

"x" is the Required Minimum Amount of Applicable Quota.

4.4 For the purposes of this clause:

4.4.1 the length of coastline of the RFR Area, and of the relevant Quota Management Area, will be determined by the Crown and by such method as the Crown considers appropriate; and

4.4.2 In particular, but without limiting the Crown's ability to use a different method, the Crown may determine that the length of coastline of the RFR Area means the distance (being determined by the Crown) between Fisheries Point latitude 37° 25' 8.836" S and longitude 175° 57' 8.528" E to Fisheries Point latitude 37° 42.9' S and longitude 176° 20.2' E (such Fisheries Points being approximately marked on the map of the RFR Area in schedule 1).

5 CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE QUOTA

Crown must give RFR Notice

5.1 Before the Crown Sells any Applicable Quota, the Crown must give a written notice (an RFR Notice) to the Governance Entity which offers to sell not less than the Required Minimum Amount of that Applicable Quota to the Governance Entity at the price and on the terms and conditions set out in the RFR Notice. Crown may withdraw RFR Notice.

5.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts the offer in that RFR Notice under clause 6.

Effect of withdrawing RFR Notice

5.3 If the Crown withdraws an RFR Notice, clause 3 still applies to the Applicable Quota referred to in that RFR Notice.

DOCUMENTS

3. RFR DEED OVER QUOTA

Crown has no obligation in relation to balance of Applicable Quota

- 5.4 Where the Crown has given, in accordance with clause 5.1, an RFR Notice in relation to Applicable Quota relating to an Applicable TACC, the Crown has no obligations under this Deed in relation to the balance of the Applicable Quota (if any) not referred to in that RFR Notice that also relate to that Applicable TACC.

6 ACCEPTANCE OF RFR NOTICE BY THE GOVERNANCE ENTITY

- 6.1 A contract for the Sale of the Applicable Quota referred to in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and the Governance Entity, at the price and on the terms and conditions set out in the RFR Notice, if the Governance Entity accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Quota:

6.1.1 by notice in writing to the Crown; and

6.1.2 by the relevant Expiry Date.

7 NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

- 7.1 If:

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

7.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date, the Crown:

7.1.3 may, at any time during the period of two years from the Expiry Date, sell any of the Applicable Quota referred to in that RFR Notice that is not accepted by the Governance Entity if the price per Quota Share, and the other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to the Governance Entity; but

7.1.4 must, promptly after entering into an agreement to sell any Applicable Quota referred to in the RFR Notice to a purchaser, give written notice to the Governance Entity of that fact and disclose the terms of that agreement; and

7.1.5 must not sell any of that Applicable Quota referred to in the RFR Notice after the end of the two year period after the Expiry Date without first offering to sell that Applicable Quota to the Governance Entity in an RFR Notice under clause 5.1.

8 RE-OFFER REQUIRED

- 8.1 If:

8.1.1 the Crown gives the Governance Entity an RFR Notice;

DOCUMENTS

3. RFR DEED OVER QUOTA

- 8.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date; and
- 8.1.3 the Crown during the period of two years from the Expiry Date proposes to offer any of those Applicable Quota not accepted by the Governance Entity for Sale again but at a price (per Quota Share), or on other terms and conditions, more favourable to the purchaser than on the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers that Applicable Quota for Sale on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 5.1.

9 EFFECT OF THIS DEED

- 9.1 Nothing in this Deed will require the Crown to:
- 9.1.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;
- 9.1.2 introduce any of the Applicable Species into the Quota Management System; or
- 9.1.3 offer for sale any Applicable Quota held by the Crown.
- 9.2 The Governance Entity acknowledges that the introduction of any of the Applicable Species into a Quota Management System may not result in any or any significant, holdings by the Crown of Applicable Quota for that species.
- 9.3 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:
- 9.3.1 any requirement at common law or under legislation that:
- (a) must be complied with before any Applicable Quota is sold to the Governance Entity; or
- (b) the Crown must sell the Applicable Quota to a third party; and
- 9.3.2 any legal requirement that:
- (a) prevents or limits the Crown's ability to sell the Applicable Quota to the Governance Entity; and
- (b) the Crown cannot satisfy after taking reasonable steps to do so (and, to avoid doubt, reasonable steps do not include changing the law).

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3. RFR DEED OVER QUOTA

10 THIS DEED DOES NOT APPLY IN CERTAIN CASES

- 10.1 Neither clause 3 nor clause 5.1 apply if the Crown is Selling Applicable Quota to the Governance Entity.

11 TIME LIMITS

- 11.1 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under this Deed.

- 11.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

12 ENDING OF RIGHT OF FIRST REFUSAL

RFR ends on Sale which complies with this Deed

- 12.1 The obligations of the Crown set out in this Deed end in respect of any Applicable Quota on a transfer of the Applicable Quota in accordance with this Deed.

RFR ends after 50 years

- 12.2 The obligations of the Crown set out in this Deed end 50 years after the Settlement Date.

13 NOTICES

- 13.1 The provisions of this clause apply to Notices under this Deed:

Notices to be signed

- 13.1.1 the Party giving a Notice must sign it;

Notice to be in writing

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

Addresses for notice

- 13.1.3 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
St Pauls Square
45 Pipitea Street
(PO Box 5012)
WELLINGTON

Governance Entity:

Ngā Hapū o
Ngāti Ranginui Settlement Trust
Old Tauranga Post Office Building
51 Willow Street
(PO Box 13656)
TAURANGA

3. RFR DEED OVER QUOTA

Delivery

13.1.4 delivery of a Notice may be made:

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

Timing of delivery

13.1.5 a Notice:

- (a) delivered by hand will be treated as having been received at the time of delivery;
- (b) delivered by prepaid post will be treated as having been received on the third day after posting; or
- (c) sent by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

13.1.6 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 13.1.5) be treated as having been received the next Business Day.

14 AMENDMENT

14.1 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.

15 NO ASSIGNMENT

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

16 DEFINITIONS AND INTERPRETATION

Definitions

16.1 In this Deed, unless the context otherwise requires:

Applicable Quota means Quota of the kind referred to in clause 2;

Applicable Species means a species which nominates as one to which they wish to have a right of first refusal (RFR), under circumstances set out in clause 1;

DOCUMENTS

3. RFR DEED OVER QUOTA

Applicable TACC has the meaning given to that term by clause 1.1.2;

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;

Crown has the meaning given to that term by section 2(1) of the Public Finance Act 1989 (which, at the date of this Deed, provides that the Crown means:

- (a) Her Majesty the Queen 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 (as defined in section 2(1) of the Public Finance Act 1989);
 - (ii) a Crown entity (as defined in section 2(1) of the Public Finance Act 1989); or
 - (iii) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986));

Deed means this Deed giving a right of first refusal over Shellfish Quota;

Deed of Settlement has the meaning given by clause A of the Background to this Deed;

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

Fisheries Legislation means the Fisheries Act 1983 and the Fisheries Act 1996;

Individual Transferable Quota has the same meaning as in section 2(1) of the Fisheries Act 1996;

Minister for Primary Industries is the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Legislation;

Party means the Governance Entity or the Crown;

DOCUMENTS

3. RFR DEED OVER QUOTA

Provisional Individual Transferable Quota has the same meaning as under section 2(1) of the Fisheries Act 1996;

Quota means quota under the Fisheries Legislation;

Quota Management Area means any area declared by or under the Fisheries Legislation to be a quota management area;

Quota Management System means a quota management system established under Part IV of the Fisheries Act 1996;

Quota Share has the same meaning as in the Fisheries Act 1996;

Required Minimum Amount, in relation to Applicable Quota, means an amount of that Applicable Quota calculated under clause 4.1 or clause 4.2 (whichever is applicable);

RFR Notice and Notice means a notice under clause 5.1;

Sell means to transfer ownership of Quota for valuable consideration and Sale has a corresponding meaning, but neither term includes the transfer by the Crown of Quota under section 22 of the Fisheries Act 1996;

Settlement Date means the date which is 20 Business Days after the Deed of Settlement becomes unconditional;

Quota means Quota in relation to an Applicable Species (being a species referred to in schedule 1);

RFR Area means the area identified in the map included in schedule 1; and

Total Allowable Commercial Catch or TACC means a total allowable commercial catch for a species under section 20 of the Fisheries Act 1996.

- 16.2 Terms or expressions that are not defined in this Deed, but are defined in the Deed of Settlement, have the meaning given to them by the Deed of Settlement unless the context requires otherwise.

Interpretation

- 16.3 In the interpretation of this Deed, unless the context requires otherwise:
- 16.3.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
 - 16.3.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
 - 16.3.3 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;

DOCUMENTS

3. RFR DEED OVER QUOTA

- 16.3.4 the singular includes the plural and vice versa;
- 16.3.5 words importing one gender include the other genders;
- 16.3.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 16.3.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 16.3.8 a reference to a schedule is a schedule to this Deed;
- 16.3.9 a reference to a monetary amount is to New Zealand currency;
- 16.3.10 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;
- 16.3.11 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 16.3.12 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;
- 16.3.13 where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day after that day; and
- 16.3.14 a reference to time is to New Zealand time.

SIGNED as a Deed on []

[Insert appropriate signing clauses for the Governance Entity]

WITNESS

Name:

Occupation:

Address:



DOCUMENTS

3. RFR DEED OVER QUOTA

SIGNED for and on behalf of **HER
MAJESTY THE QUEEN** in right of
New Zealand by the Minister for Primary Industries
in the presence of:

WITNESS

Name:

Occupation:

Address:

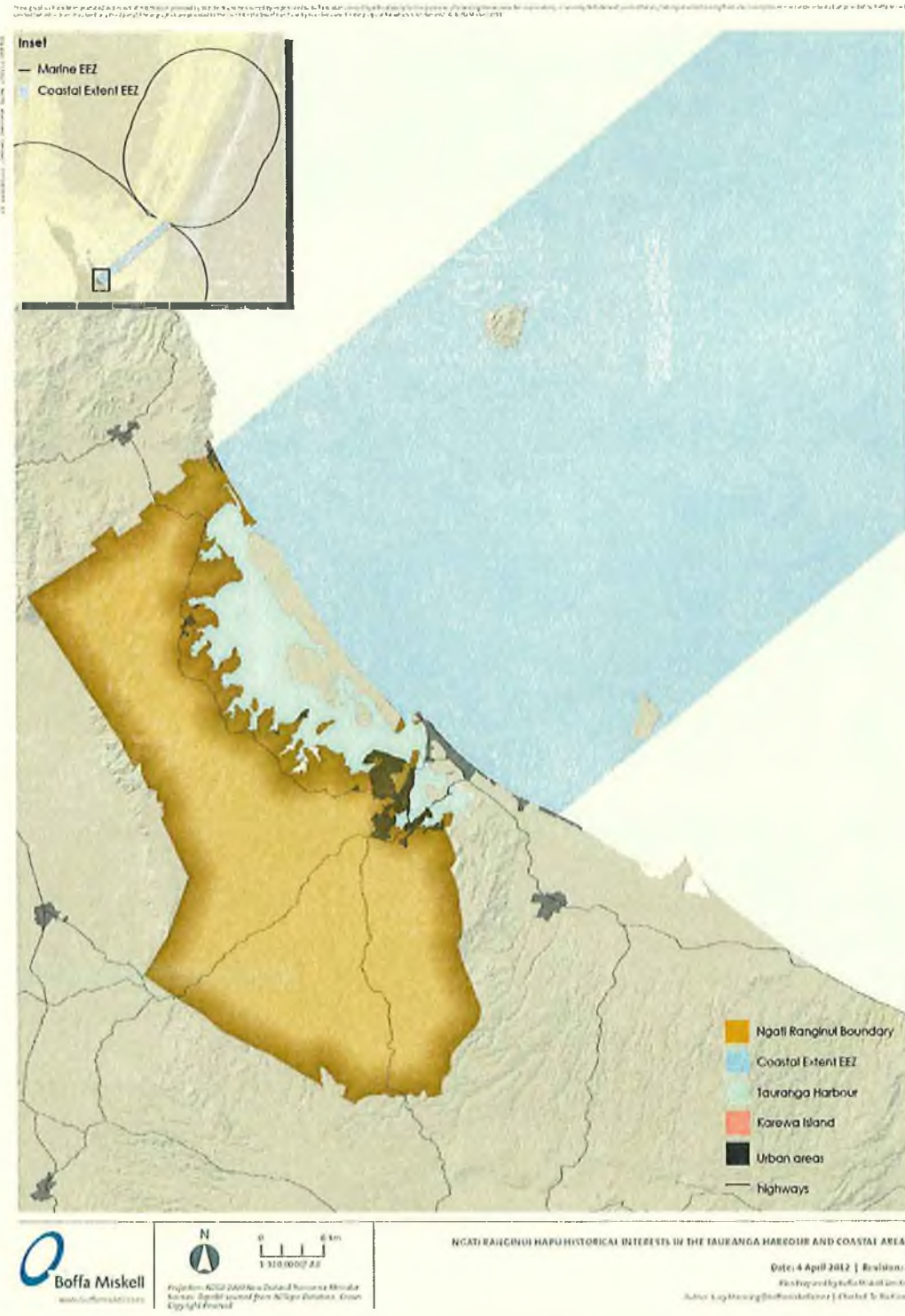


DOCUMENTS

3. RFR DEED OVER QUOTA

SCHEDULE 1

MAP OF RFR AREA



DOCUMENTS

3. RFR DEED OVER QUOTA



4 LETTER OF COMMITMENT



DOCUMENTS

4. LETTER OF COMMITMENT

Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to Ngāti Ranginui Taonga

The Parties

1. The parties to this Letter of Commitment (Letter) are:
 - Ngāti Ranginui as represented by the trustees of the Nga Hapu o Ngāti Ranginui Settlement Trust (the "Trust")
 - The Department of Internal Affairs Te Tari Taiwhenua
 - The Museum of New Zealand Te Papa Tongarewa (Te Papa Tongarewa).

A summary of the role and functions of each of the parties is provided in Annex A.

Context

2. On 1 February 2011, the National Library of New Zealand and Archives New Zealand were integrated into the Department of Internal Affairs.
3. On 21 June 2011 Ngāti Ranginui and the Crown (the parties) signed a Deed of Settlement (the Deed), settling the historical claims of Ngāti Ranginui.
4. As part of the Treaty settlement, and as recorded in Section XX of the Deed, the Crown acknowledges and supports the desire of the Trust to provide for the enhanced well-being, revitalisation and protection of its members.
5. This Letter of Commitment is intended to give greater definition to how the parties intend to collaborate on matters related to the care and management, use, development and revitalisation of, and access to, Ngāti Ranginui taonga.

Purpose

6. The parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Ngāti Ranginui taonga; whether held by Ngāti Ranginui whānau and hapū or the Crown parties.
7. The parties recognise the following, which will guide them in giving effect to the purpose of this Letter and will be discussed as part of the development of the work plans:
 - 7.1 The significance of Ngāti Ranginui taonga to the maintenance and development of Ngāti Ranginui culture and to enriching the cultural life of New Zealand
 - 7.2 That Ngāti Ranginui taonga is held and looked after by Ngāti Ranginui whānau and hapū, and also by the Crown parties to this Letter
 - 7.3 Ngāti Ranginui cultural and spiritual authority in relation to Ngāti Ranginui taonga
 - 7.4 That active and meaningful engagement by the Crown parties with Ngāti Ranginui in the care and management, use, development and revitalisation of, and access to, Ngāti Ranginui taonga is required as agreed in the work plans
 - 7.5 The need for an enduring and collaborative relationship to be developed between Ngāti Ranginui and the Crown parties.

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4. LETTER OF COMMITMENT

Effect

8. The parties acknowledge that this Letter is not intended to constitute a contract between the Parties or to be enforceable at law.
9. Resourcing of activities under this Letter will be within existing resource limits and align with the Government priorities of the day.
10. Ngāti Ranginui acknowledges that all agreements and commitments contained in this Letter are subject to legislative rights and obligations under which the respective Crown parties operate and the terms upon which specific taonga are held by the Crown parties.

Development of Work Plans

11. Within 12 months of the signing of this document each of the Crown parties will confirm joint work plans with the Trust in relation to matters consistent with the purpose of this Letter. The work plans may:
 - 11.1 Provide the detail of the commitments agreed by Ngāti Ranginui and each respective Crown party
 - 11.2 Set out a timetable and milestones for delivering on any agreed commitments
 - 11.3 Confirm the responsibilities for the various parties in meeting the agreed commitments
 - 11.4 Identify a process for resolving any issues or disputes
 - 11.5 Identify key contact persons for the parties
 - 11.6 Provide for mutually agreed outcomes
 - 11.7 Provide for the work plans to be reviewed at the annual meeting.
12. Final topics for the work plans will be mutually agreed by Ngāti Ranginui and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of the parties.

Work Plan Topics

Work Plan Topics Shared by all Parties

13. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below.
 - 13.1 Collaborative Care and Management of Ngāti Ranginui taonga held by Crown parties:
 - a) To provide access, advice and guidance on taonga and cultural heritage issues
 - b) To work collaboratively with Ngāti Ranginui, as far as reasonably practicable, to develop and maintain inventories for Ngāti Ranginui taonga
 - c) To work collaboratively with Ngāti Ranginui to research Ngāti Ranginui taonga
 - d) To work with Ngāti Ranginui to develop metadata for Ngāti Ranginui taonga

DOCUMENTS

4. LETTER OF COMMITMENT

- e) To work collaboratively with Ngāti Ranginui on taonga care, management, and storage
- f) To develop mutually beneficial research projects that enhances the understanding of Ngāti Ranginui taonga and Ngāti Ranginui culture.

13.2 Sharing knowledge and expertise associated with Ngāti Ranginui cultural heritage:

- a) To share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues
- b) To share information on database use and research methodologies specific to, or that can be applied towards Ngāti Ranginui taonga
- c) To work together on exhibition planning processes and related activities specific to Ngāti Ranginui taonga
- d) To seek advice from Ngāti Ranginui regarding specific policy and tikanga guidance as it relates to Ngāti Ranginui taonga.

13.3 Opportunities for increased learning and capacity building relating to Ngāti Ranginui taonga through:

- a) Conservation and training in taonga preservation
- b) Collection management systems
- c) Digitisation initiatives
- d) Training and development, with possible internships.

Work Plan Topics Specific to Crown Parties

14. Potential topics for Crown parties' respective work plans may include, but are not limited to, the topics identified below.

Work Plan Topics Particular to the Department of Internal Affairs National Library of New Zealand function

15. Collaborative Care and Management of Taonga

- 15.1 To work with Ngāti Ranginui to develop processes to record what material relating to Ngāti Ranginui taonga is being accessed from the collections
- 15.2 To work with Ngāti Ranginui to develop protocols concerning use of and access to material relating to Ngāti Ranginui taonga
- 15.3 To work with Ngāti Ranginui to develop exhibition opportunities relating to Ngāti Ranginui taonga
- 15.4 To provide Ngāti Ranginui the opportunity to share their Mātauranga regarding key activities and events at National Library.

16. Sharing knowledge and expertise associated with Ngāti Ranginui taonga

DOCUMENTS

4. LETTER OF COMMITMENT

- 16.1 To share knowledge and expertise on Ngāti Ranginui taonga held overseas
- 16.2 To broker relationships with New Zealand and international libraries and heritage organisations.

Work Plan Topics Particular to the Department of Internal Affairs Archives New Zealand function

17. Collaborative Care and Management of Taonga

- 17.1 To work with Ngāti Ranginui to develop processes to record what material relating to Ngāti Ranginui taonga is being accessed from the collections
- 17.2 To work with Ngāti Ranginui to develop protocols concerning use of and access to materials relating to Ngāti Ranginui taonga
- 17.3 To consult with Ngāti Ranginui regarding, and provide Ngāti Ranginui with the opportunity to acquire, in accordance with section 25 of the Public Records Act 2005, Ngāti Ranginui taonga that is superfluous to the needs of Archives New Zealand
- 17.4 To develop a process to provide information to Ngāti Ranginui on the type of research being conducted when Ngāti Ranginui taonga is being accessed.

18. Monitoring delivery of service

- 18.1 To develop processes to monitor the effectiveness of the relationship with and services to Ngāti Ranginui in achieving outcomes mutually agreed in the work plans.

19. Analysis and reporting

- 19.1 To prepare and prioritise a list of key questions to ask regularly in written reports to Ngāti Ranginui which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

20. Advice for public offices and local authorities on access to Ngāti Ranginui taonga

- 20.1 To consult with Ngāti Ranginui and advise public offices and local authorities on best practice in making access decisions for access to Ngāti Ranginui taonga held as public archives and local authority archives.

Work Plan Topics Particular to Te Papa Tongarewa

21. To work with Ngāti Ranginui consistent with the principle of Mana Taonga which:

- 21.1 Seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Te Papa Tongarewa's collections a special connection to the marae – Rongomaraeroa
- 21.2 Shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.

22. Collaborative Care and Management of Taonga

DOCUMENTS

4. LETTER OF COMMITMENT

- 22.1 To maintain an inventory of Ngāti Ranginui taonga held at Te Papa Tongarewa
- 22.2 To work with Ngāti Ranginui to develop exhibition opportunities
- 22.3 To provide opportunities to promote Ngāti Ranginui artists at Te Papa Tongarewa.
23. To provide Ngāti Ranginui the opportunity to share their Mātauranga regarding key activities and events at Te Papa Tongarewa.
- 23.1 To recognise the Trust as an iwi authority for Ngāti Ranginui in relation to taonga issues
- 23.2 To consult with Ngāti Ranginui regarding, and provide Ngāti Ranginui with the opportunity to acquire, Ngāti Ranginui taonga that may be deaccessioned by Te Papa Tongarewa.
24. Sharing knowledge and expertise associated with Ngāti Ranginui cultural heritage kaupapa.
- 24.1 To share knowledge and expertise associated with Ngāti Ranginui cultural heritage kaupapa, including the following:
- a) Legislation (e.g. the Protected Objects Act) museum policies and practices
 - b) Visitor Market Research and Evaluation methodology and data
 - c) Ngāti Ranginui taonga held overseas.
- 24.2 To actively facilitate Ngāti Ranginui relationships with New Zealand and international museums, galleries and heritage organisations
- 24.3 To actively facilitate opportunities for access and reconnection of Ngāti Ranginui taonga through the relationships stated in 16.7.3 b).

Te Papa Tongarewa: Future Aspirations

25. In the future Te Papa Tongarewa and Ngāti Ranginui will work together on:
- 25.1 New Zealand Museum Standards Scheme
- 25.2 Commercial initiatives – publications
- 25.3 Exhibition initiatives
- 25.4 Contributing to a central portal – web links.

Ongoing Relationships

26. The parties agree to meet annually (hui of the parties), at a date to be mutually agreed.
27. The inaugural hui of the parties will be held within 12 months of the signing of the document.
28. The parties will jointly take responsibility for confirming the annual hui and hui agenda.

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29. Each party will meet its own cost of attending the annual hui.

Communication

30. The parties commit to:

30.1 Maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation

30.2 As far as reasonably practicable, provide opportunities for meetings of relevant management and staff

30.3 As far as reasonably practicable, train relevant employees of the parties to ensure that they are made aware of this Letter and the practical tasks which flow from it

30.4 As far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments

30.5 Include a copy of the Letter on the Crown parties' websites.

Changes to Policy and Legislation Affecting this Letter

31. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with the Trust on legislative and policy development or review which potentially affects Ngāti Ranginui taonga and provide for opportunities for the Trust to contribute to such developments.

32. If any of the Crown parties consults with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Crown parties operate, and which impacts on the purpose of this Letter, the Crown Party shall:

32.1 Notify the Trust of the proposed policy development or proposed legislative amendment upon which consultation will be occurring

32.2 Make available to the Trust the information provided to Māori as part of the consultation process referred to in this paragraph

32.3 Advise the Trust of the final outcome of any such consultation.

Dispute Resolution

33. In the event that the parties cannot agree on the implementation of this Letter, or agree revised terms following a five yearly review of the Letter, then a meeting will be convened between the Trust and the Chief Executive or relevant Minister for the Crown party (or, in the case of Te Papa Tongarewa, the Chairperson of the Board) with any party giving at least one month's notice of request for a meeting.

Review Provision

34. This Letter will be reviewed by the parties every five years or earlier where there is a change or a proposed change to the legislation or policy relevant to the Crown parties that have the potential to affect the matters covered by this Letter. This review will take place at the annual hui of the parties, to ensure that the commitments entered into in the Letter remain relevant and continue to capture the purpose of the Letter.



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35. The parties will negotiate any amendments to provisions at this time and may sign a new Letter which will take effect upon signing.

Definitions

“Crown parties” The Crown agency responsible for the National Library and Archives New Zealand, and Te Papa Tongarewa are for the purposes of this Letter of Commitment referred to as the “Crown parties”. A summary of the role and functions of each of the parties is provided in Annex A.

“National Library” includes the Alexander Turnbull Library.

“Taonga” Taonga includes but is not limited to artefacts, heirlooms, human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images.

“Inventories” means list of information.

“Deaccessioned” the permanent removal of an item from the collections of Te Papa Tongarewa.

[INSERT NAME]
Chair
Nga Hapu o Ngāti Ranginui Settlement Trust

Colin MacDonald
Chief Executive
Department of Internal Affairs
Te Tari Taiwhenua

Date:

Date:

Mike Houlihan
Chief Executive
Museum of New Zealand
Te Papa Tongarewa

Michelle Hippolite
Kaihautū
Museum of New Zealand
Te Papa Tongarewa

Date:

Date:



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Annex A: Summary of the Role and Functions of each of the Parties to this Letter of Commitment

Ngāti Ranginui

Ngā Hapū o Ngāti Ranginui Settlement Trust is the Post-Settlement Governance Entity for Ngā Hapū o Ngāti Ranginui and is responsible for implementing the historical land claims settlement on behalf of the present and future members of Ngā Hapū o Ngāti Ranginui. It is intended that the ultimate benefits of any redress of the historical land claims settlement, including relationship redress, be exercised and enjoyed by Ngā Hapū o Ngāti Ranginui: namely, Pirirakau, Ngāti Taka, Wairoa Hapū (including Ngāti Kahu, Ngāti Pango, and Ngāti Rangi); Ngāti Hangarau; Ngāi Te Ahi; Ngāti Ruahine; Ngāi Tamarāwaho, and Ngāti Te Wai. The Deed of Settlement between the Crown and Ngā Hapū o Ngāti Ranginui will be signed on 21 June 2012 and the Settlement Legislation will be enacted sometime in 2013. The Trust Deed and the Deed of Settlement will be available at the offices of Ngā Hapū o Ngāti Ranginui Settlement Trust.

Antoine Coffin

Chair

Nga Hapu o Ngāti Ranginui Settlement Trust

Department of Internal Affairs (Te Tari Taiwhenua)

1. The Department of Internal Affairs (the Department) is the oldest government department and has been part of the fabric of New Zealand's Public Service since the signing of the Treaty of Waitangi.
2. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to seven Ministers administering eight Votes across seven portfolios. Our portfolios include Internal Affairs, Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government, the Community and Voluntary sector including the Office for the Community and Voluntary Sector, National Library, Archives New Zealand and the Government Chief Information Office.
3. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
4. The Department:
 - Provides direct services to people, communities and government
 - Provides policy advice to government
 - Regulates peoples activity, encourages compliance and enforces the law
 - Monitors performance
 - Currently employs staff in a number of cities and towns in New Zealand, Sydney and London.
5. On 1 February 2011, following the integration of the National Library and Archives New Zealand into the Department of Internal Affairs (the Department), the National Library and

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Archives New Zealand ceased to be departments in their own right. The Chief Executive is responsible and accountable for the implementation of, and commitments set out in, this Letter. The Chief Executive also has an important role in managing the overall relationship with Ngāti Ranginui.

National Library of New Zealand (Te Puna Mātauranga o Aotearoa)

6. On 1 February 2011, the National Library of New Zealand was integrated into the Department of Internal Affairs.
7. The National Library of New Zealand was set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003, is the same library as that established by section 3 of the National Library Act 1965.
8. Under section 7 of the 2003 Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
 - 8.1 Collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga
 - 8.2 Supplementing and furthering the work of other libraries in New Zealand
 - 8.3 Working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
9. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
 - 9.1 To preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga
 - 9.2 To develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books
 - 9.3 To develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

Archives New Zealand (Te Rua Mahara o te Kawanatanga)

10. On 1 February 2011, Archives New Zealand was integrated into the Department of Internal Affairs.
11. The Public Records Act 2005 sets out the functions of the Chief Archivist and the role of the archives repository, Archives New Zealand.
12. The Chief Archivist has a leadership role in advising on and monitoring the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards. In due course public records of long-term value become public archives under the control of the Chief Archivist. Among the public archives there are records that are considered taonga of Ngāti Ranginui. The Chief Archivist is also

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responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.

13. The Chief Archivist has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private, iwi, hapū, and community records. Archives New Zealand endeavours to improve access by Māori and other communities to records of significance to them. Maintaining a presence and working with iwi, hapū and the wider community, ensures the Chief Archivist is able to consult effectively with Māori on recordkeeping and archive issues.
14. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of.
15. The majority of the public archives are held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin. Some public Archives are held by approved repositories.
16. Access to the public archive is promoted through a variety of technological formats and by way of customer assistance and support in each of Archives New Zealand's four reading rooms across the country, a remote enquiries service, and an increasing online digital presence.

Colin MacDonald
Chief Executive
Department of Internal Affairs
Te Tari Taiwhenua

Date:

Date:



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DRAFT

MUSEUM OF NEW ZEALAND TE PAPA TONGAREWA

Museum of New Zealand Te Papa Tongarewa Act 1992

17. The Museum of New Zealand Te Papa Tongarewa (Te Papa) is an autonomous Crown Entity under the Crown Entities Act 2004 and was established by the Museum of New Zealand Te Papa Tongarewa Act 1992.

Mission Statement

18. Te Papa is a forum for the nation to present, explore, and preserve the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present, and meet the challenges of the future.

Core Values

19. Te Papa is guided by the following core values:

- Kaitiakitanga as guardian of the nations collections;
- Manaakitanga in caring for our communities;
- Mātauranga through seeking and sharing knowledge and learning;
- Whanaungatanga in caring for each other; and
- Hiranga in aspiring to excellence.

Strategic Direction

20. Te Papa's vision for the future is e huri ngākau ana - changing hearts, e huri whakaaro ana - changing minds, and e huri oranga ana - changing lives. The Museum's role is to act as a forum for change in Aotearoa New Zealand. It is to help people form ideas about the world, through experiencing and sharing different perspectives, so that they can take action from an informed position.

21. At the heart of Te Papa's vision and long-term strategy are the philosophies of, Mana Taonga, Museology and Learning.

Mana Taonga

- Mana Taonga encapsulates the relationship between people, taonga and narratives. It enables Te Papa to design and disseminate models of collaboration and co-creation that shares authority and control with iwi, whilst recognizing, embracing and representing the changing demographics of Aotearoa New Zealand.

Museology

- Te Papa works in collaboration with communities and individuals to deliver experiences that are current, fast moving, impactful, meaningful and relevant nationally and globally.

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Learning

- Te Papa encourages experimentation that allows us to try new ideas and generate new knowledge, upon which we reflect and adapt our beliefs and actions, change behaviours and enhance our performance.
22. The aim is that all experiences in Te Papa engage and inspire people, and help them to learn how they can have a positive impact on Aotearoa New Zealand and the world.
23. In developing the vision and long-term strategy, Te Papa recognises that it is operating in a dynamic and diverse country. All Te Papa's activities are informed by an awareness of the value and significance of Tangata Whenua and all other peoples who have made Aotearoa New Zealand home.
24. The strategic priorities outlined below present the greatest opportunity for effecting change. They also identify how Te Papa itself will develop and change in order to achieve its vision.

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Strategic priorities

Perspectives	Impact on the nation – strategic priorities		
<i>To reflect New Zealand's identities, past, present, and future, both nationally and internationally, Te Papa will prioritise the following.</i>	Accessing all areas Te Papa will share its collections, skills and knowledge with the diverse communities across Aotearoa New Zealand and overseas.	Being a forum for the future As a cultural and intellectual leader, Te Papa will signpost pathways to the future by initiating, hosting and engaging in debates that explore a wide range of contemporary issues.	Housing the treasures Taonga (treasures), within the guardianship of Te Papa will be at the heart of the Museum's activities.
<i>To preserve taonga (treasures), and nurture exploration, curiosity and debate, Te Papa will prioritise the following.</i>	Saving the planet Te Papa will engage and excite by conducting leading edge research and by communicating and modelling environmentally responsible practices that are smart, accessible, and inspiring.	Connecting with people Te Papa will make learning an engaging and entertaining experience. Te Papa will set the highest possible standards for an integrated and welcoming experience.	Sharing authority Te Papa will share decision-making with iwi (tribes), communities, and individuals with respect to managing and understanding their taonga (treasures).
Perspectives	Developing Te Papa – strategic priorities		
<i>To invest, learn and empower, Te Papa will prioritise the following.</i>	Going digital Te Papa will use communication technologies to achieve its strategic priorities.	Keeping fit Te Papa will recognise that every experience is an opportunity for shared learning and that its future depends on the continuous development of its staff.	Staying in touch Te Papa will be aware that communication is two-way, and built on trust and transparency.
<i>To be a successful business, Te Papa will prioritise the following.</i>	Getting down to business Te Papa will be commercially successful, entrepreneurial by nature, and disciplined with its business processes.	Telling our story Te Papa will be a persuasive and inspiring advocate on its own behalf and that of the museum, gallery, and heritage sector.	Building sustainable leadership Te Papa will be proactive, flexible, and nimble in its systems, processes, and decision-making.

Mike Houlihan
 Chief Executive
**Museum of New Zealand
 Te Papa Tongarewa**

Michelle Hippolite
 Kaihautū
**Museum of New Zealand
 Te Papa Tongarewa**

Date:

Date:

