

MORIORI
and
NGĀTI MUTUNGA O WHAREKAURI
and
THE TRUSTEES OF THE MORIORI IMI SETTLEMENT TRUST
and
THE TRUSTEE OF TE KOROWAI O NGĀTI MUTUNGA O
WHAREKAURI TRUST
and
THE CROWN

RĒKOHU WHAREKAURI
SHARED REDRESS DEED SCHEDULE:
DOCUMENTS

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DOCUMENTS

1. SHARED CULTURAL REDRESS PROPERTY EASEMENTS

DOCUMENTS

1.1 RIGHT TO CONVEY AND DISCHARGE WATER OVER THE PADDOCKS PROPERTY

DOCUMENTS

1.1: RIGHT TO CONVEY AND DISCHARGE WATER OVER THE PADDOCKS PROPERTY

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

HIS MAJESTY THE KING IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE MINISTER OF CONSERVATION

Grantee

CHATHAM ISLANDS COUNCIL

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey water	Area [] on SO [] [As shown marked with a blue pecked line on deed plan TTW-063/064-02. The easement will generally be 3m wide, except at the western end it will include the fenced off area around the bore head, as shaded blue on the deed plan. Subject to survey]	Section [] SO [] [1.40 hectares, approximately, being Part Section 1 SO 531657 and Part Kekerione 1,W Block. Subject to survey.]	In gross
Right to discharge water	Area [] on SO [] [As shown marked with a magenta pecked line on deed plan TTW-063/064-02. The easement will generally be 3m wide. Subject to survey]		

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

The rights and powers implied in this easement are those prescribed by the Land Transfer Regulations 2018. The implied rights and powers are **added to** by the provisions set out in the Annexure Schedule

DOCUMENTS

1.1: RIGHT TO CONVEY AND DISCHARGE WATER OVER THE PADDOCKS PROPERTY

ANNEXURE SCHEDULE

[DRAFTING NOTE: The terms of this easement instrument currently only reflect a right to convey water. This instrument is to be updated to include amendments so that this easement also provides the grantee with a right for the grantee to drain and discharge water. Amendments may be required to ensure the provision of the Land Transfer Regulations 2018 apply, and to provide for additional rights required that are not provided for in the Regulations.]

1. INTERPRETATION

1.1 In this Instrument unless the context otherwise requires:

- (a) **Easement Area** means the area to which this easement applies as identified in Schedule A; and
- (b) **Easement Facility** means any pipes, conduits, pumps, pump sheds, water purifying equipment or other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution **[DRAFTING NOTE:** to update to include any necessary facilities for the right to discharge water]; and
- (c) **Fifth Schedule** means the rights and powers set out in the Fifth Schedule of the Land Transfer Regulations 2018.

1.2 In the interpretation of this Instrument:

- (a) words importing the singular or plural number will be deemed to include the plural and singular number respectively;
- (b) headings are inserted as a matter of convenience only and in no way define, limit or describe the scope or intent of the clauses of this Instrument; and
- (c) references to any party include that party's executors, administrators, and assigns, or being a company, its successors and assigns.

2. GRANT OF EASEMENT

2.1 Pursuant to section [x] of the Rēkohu Wharekauri Shared Redress Act [2026], the Grantor grants to the Grantee a right to convey water as set out in Schedule A. **[DRAFTING NOTE:** to include right to discharge water]

2.2 The implied rights and powers prescribed by the Fifth Schedule apply to this Instrument.

3. RIGHT TO CONVEY WATER

3.1 The Grantee, shall have the full, free, uninterrupted and unrestricted right, liberty and licence at all times:

- (a) to take and convey water in a free and unimpeded flow (except during any periods of necessary cleaning and repair) from the point of entry through the Easement Facility and over the Easement Area; and
- (b) to lay, make, construct, maintain, alter or repair the Easement Facility within the Easement Area as the Grantee shall from time to time think fit.

DOCUMENTS

1.1: RIGHT TO CONVEY AND DISCHARGE WATER OVER THE PADDOCKS PROPERTY

4. RIGHT TO DISCHARGE WATER

4.1 [DRAFTING NOTE: to include provisions for the right to discharge water].

5. GRANTEE'S RIGHTS AND OBLIGATIONS

5.1 For the purpose of performing any duty or in the exercise of any rights expressed or implied in this Instrument, the Grantee may (in addition to the rights implied in the Fifth Schedule):

- (a) enter upon the Burdened Land by the most practicable route from the nearest public street across any part of the Burdened Land;
- (b) remain on the Burdened Land for a reasonable time for the purposes of completing any work;
- (c) bring on to the Burdened Land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work (and which must be removed without delay following the completion of any work);
- (d) inspect, maintain, cleanse, repair, or replace the Easement Facility; and
- (e) generally do and perform such acts and things in or upon the Easement Area as may be necessary or proper for or in relation to any of the purposes of this Instrument.

5.2 The Grantee must:

- (a) not cause undue or unreasonable disturbance to the quiet enjoyment of the Grantor;
- (b) bear all costs in relation to the construction, maintenance or renewal of any Easement Facility, and in relation to the reinstatement of the Burdened Land in the event that any Easement Facility is removed by the Grantee (with the agreement of the Grantor);
- (c) make good without delay any damage which may be done to any fence, building or improvement, or to any part of the Burdened Land, in the exercise by the Grantee of any of the rights or obligations contained in this Instrument;
- (d) after disturbing the Easement Area for any reason, restore the surface of the Easement Area as nearly as possible to its original condition;
- (e) compensate the Grantor for any damage caused by any works to any fence, building or improvement, or other part of the Burdened Land, that is not able to be made good;
- (f) comply with the requirements of all statutes, regulations and bylaws relevant to its exercise of the rights and obligations under this Instrument; and
- (g) use best endeavours to give the Grantor at least 24 hours written notice prior to entering the Burdened Land to exercise its rights under this Instrument, except in an emergency requiring immediate access. Whether or not an emergency exists will be decided by the Grantee, and the Grantee shall act reasonably in making its decision.

DOCUMENTS

1.1: RIGHT TO CONVEY AND DISCHARGE WATER OVER THE PADDOCKS PROPERTY

6. GRANTOR RIGHTS AND OBLIGATIONS

6.1 The Grantor will not (except where the same exists at the date of registration of this Instrument):

- (a) plant trees upon or permit any tree roots to grow within the Easement Area;
- (b) build over or erect any other improvements within or on the Easement Area without the prior written consent of the Grantee which will not be unreasonably withheld and may be given subject to such conditions as the Grantee imposes. Any structures proposed by the Grantor over the Easement Facility must allow uninhibited access to the Easement Facility and the Grantee's consent may include design conditions; or
- (c) do or permit or suffer to be done anything which may in any way injure or damage the Easement Facility or interfere with the free flow and passage of water through the Easement Facility or undermine the Easement Facility.

6.2 The Grantor shall be responsible for payment of any repair and maintenance costs of the easement facility and for the associated costs as a result of any activity done on the burdened land that interferes with the efficient operation of the easement facility.

7. EASEMENT FACILITY TO BE PROPERTY OF GRANTEE

7.1 The Easement Facility will be the property of the Grantee, notwithstanding that it is attached to or under the Burdened Land.

8. DISPUTE RESOLUTION

8.1 If a party has any dispute with the other party in connection with this Instrument:

- (a) that party will promptly give full written particulars of the dispute to the other; and
- (b) the parties will promptly meet together and in good faith try to resolve the dispute.

8.2 If the dispute is not resolved within 14 days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to arbitration.

8.3 Arbitration will be conducted by one arbitrator appointed by the parties.

8.4 If the parties cannot agree on an arbitrator within 14 days, the appointment will be made, on request by either party, by the President of the New Zealand Law Society or the President's nominee.

8.5 The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.

8.6 This clause does not apply to an application by either party for urgent interlocutory relief.

9. WAIVER

9.1 Any delay or failure by a party to exercise any right under this Instrument will not operate as a waiver of that right.

DOCUMENTS

1.1: RIGHT TO CONVEY AND DISCHARGE WATER OVER THE PADDOCKS PROPERTY

10. GENERAL PROVISIONS

10.1 The following provisions are applicable to the easement granted by this Instrument:

- (a) where there is a conflict between the provisions of the Fifth Schedule and the provisions of this Instrument, the provisions of this Instrument will prevail; and
- (b) nothing in this Instrument shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by the Land Drainage Act 1908, the Local Government Acts 1974 and 2002 and the Public Works Act 1981, or any amendment to or Act passed in substitution for those Acts.

11. ADDRESSES FOR SERVICE

11.1 The Grantor's address for service of notices is:

[enter details]

11.2 The Grantee's address for service of notices is:

[enter details]

DRAFT

DOCUMENTS

1.2 RIGHT OF WAY EASEMENT OVER THE PADDOCKS PROPERTY

DOCUMENTS

1.2: RIGHT OF WAY EASEMENT OVER THE PADDOCKS PROPERTY

Form 22

Easement instrument to grant easement or *profit à prendre* (Section 109 Land Transfer Act 2017)

Grantor

HIS MAJESTY THE KING IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE
MINISTER OF CONSERVATION

Grantee

HIS MAJESTY THE KING IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE
MINISTER OF CONSERVATION
CHATHAM ISLANDS COUNCIL
CHATHAM ISLANDS ELECTRICITY LIMITED
CHATHAM ISLANDS PORTS LIMITED

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	Area [] on SO [] [The area shaded red on deed plan TTW- 063/064-02. The easement will be 10m wide. Subject to survey]	Section [] SO [] [1.40 hectares, approximately, being Part Section 1 SO 531657 and Part Kekerione 1,W Block. Subject to survey.]	In gross

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

The rights and powers implied in this easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007. The implied rights and powers are **varied** and **added to** by the provisions set out in the Annexure Schedule

DOCUMENTS

1.2: RIGHT OF WAY EASEMENT OVER THE PADDOCKS PROPERTY

ANNEXURE SCHEDULE

1. GRANT OF EASEMENT

- 1.1 Pursuant to section [x] of the Rēkohu Wharekauri Shared Redress Act [2026], the Grantor grants to the Grantee a right of way as set out in Schedule A.

2. RIGHT OF WAY

- 2.1 The right of way includes the right for:

- (a) the Grantee to allow members of the public to go over and along the Easement Area on foot and by vehicle; and
- (b) the Grantee and its agents, licensees, tenants, employees, contractors or invitees (other than members of the public) to go over and along the Easement Area on foot or by vehicle or any other means of transport, with or without any tools and other equipment.

- 2.2 Except as provided for in clause 2.3:

- (a) no animals (including dogs) may be taken on to the Burdened Land without the prior consent of the Grantor; and
- (b) no firearm or other weapon may be taken onto, or discharged on, the Burdened Land, without the prior consent of the Grantor.

- 2.3 Any Department of Conservation staff or contractors (accessing the Burdened Land as employees, contractors, or invitees of His Majesty the King in right of New Zealand acting by and through the Minister of Conservation as Grantee) may take dogs and firearms over and along the Easement Area without the Grantor's consent (but to avoid doubt, may not discharge a firearm on the Burdened Land without the prior consent of the Grantor).

- 2.4 The right of way includes:

- (a) the right to build, repair or maintain an access track on the Easement Area and (if necessary for those purposes) to alter the state of the land over which this right of way easement is granted;
- (b) the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of access, including the installation of track markers and stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Burdened Land; and
- (c) the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Burdened Land.

3. GENERAL RIGHTS

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

DOCUMENTS

1.2: RIGHT OF WAY EASEMENT OVER THE PADDOCKS PROPERTY

3.2 The Grantee shall comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Burdened Land at the request of the Grantee.

3.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other similar public body.

4. GRANTOR'S RIGHTS TO INSTALL GATES

4.1 The Grantor:

(a) may at any time erect, renew, and maintain gates (together with all necessary fittings and fixtures) across any road or track on the Easement Area, but so that such gates when opened shall leave a clear space of a width not less than five metres for passage over the Easement Area, and

(b) must provide, at the Grantee's cost, keys to any locks fitted to any such gates.

5. ADDRESSES FOR SERVICE

5.1 The Grantor's address for service of notices is:

[enter details]

5.2 The Grantee's address for service of notices is:

[enter details]

DOCUMENTS

1.3 RIGHT OF WAY EASEMENT OVER THE PADDOCKS PROPERTY

DOCUMENTS

1.3: RIGHT OF WAY EASEMENT OVER THE PADDOCKS PROPERTY

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

HIS MAJESTY THE KING IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE MINISTER OF CONSERVATION

Grantee

HIS MAJESTY THE KING IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE MINISTER OF CONSERVATION

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	Area [] on SO [] [The area shaded red on deed plan TTW-063/064-02. The easement will be 10m wide. Subject to survey] Right of Way Easement Area	Section [] SO [] [1.40 hectares, approximately, being Part Section 1 SO 531657 and Part Kekerione 1,J and 1,W Blocks. Subject to survey.]	Section [] SO [] [0.14 hectares, approximately, being Part Section 1 SO 531657. Subject to survey.]

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

The rights and powers implied in this easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007. The implied rights and powers are **varied** and **added to** by the provisions set out in the Annexure Schedule

ANNEXURE SCHEDULE

1. GRANT OF EASEMENT

- 1.1 Pursuant to section [x] of the Rēkohu Wharekauri Shared Redress Act [2026], the Grantor grants to the Grantee a right of way as set out in Schedule A.

2. RIGHT OF WAY

- 2.1 Subject to clauses 2.2 and 2.3, the right of way includes the right for the Grantee and its agents, licensees, tenants, employees, contractors or invitees to go over and along the Easement Area with or without any without any kind of:

- (a) vehicle, machinery, or implement; or
- (b) firearm; or
- (c) domestic animal.

- 2.2 No animal may be taken on to the Burdened Land without the prior consent of the Grantor.

- 2.3 No firearm may be discharged on the Burdened Land without the prior consent of the Grantor.

- 2.4 The right of way includes:

- (a) the right to build, repair or maintain an access track on the Easement Area and (if necessary for those purposes) to alter the state of the land over which this right of way easement is granted;
- (b) the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of access, including the installation of track markers and stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Burdened Land; and
- (c) the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Burdened Land.

3. GENERAL RIGHTS

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

4. GRANTOR'S RIGHTS TO INSTALL GATES

- 4.1 The Grantor:

- (a) may at any time erect, renew, and maintain gates (together with all necessary fittings and fixtures) across any road or track on the Easement Area, but so that such gates when opened shall leave a clear space of a width not less than five metres for passage over the Easement Area, and
- (b) must provide, at the Grantor's cost, keys to any locks fitted to any such gates.

DOCUMENTS

1.3: RIGHT OF WAY EASEMENT OVER THE PADDOCKS PROPERTY

5. COSTS

- 5.1 The parties acknowledge that as at the date of registration of this easement, the Easement Area is also subject to a right of way easement in gross allowing members of the public to go over and along the Easement Area (the **Public Access Easement**).
- 5.2 For so long as the Public Access Easement or any replacement easement providing for public access remains in effect over the Easement Area, the parties acknowledge and agree that:
- (a) the Grantee does not have exclusive use of the Easement Facility, notwithstanding that the Grantee is the sole grantee under this easement;
 - (b) the Grantee's use of the Easement Facility is shared with the grantees under the Public Access Easement and the Grantee's responsibility for repair, maintenance and associated costs will be shared equally with the grantees of the Public Access Easement; and
 - (c) the Grantee shall not in any case be liable for any want of repair or maintenance attributable to any party accessing the Easement Area under the Public Access Easement.

6. ADDRESSES FOR SERVICE

- 6.1 The Grantor's address for service of notices is:

[enter details]

- 6.2 The Grantee's address for service of notices is:

[enter details]

DOCUMENTS

1.4 RIGHT TO CONVEY AND DISCHARGE WATER OVER THE WHITE HOUSE PROPERTY

DOCUMENTS

1.4: RIGHT TO CONVEY AND DISCHARGE WATER OVER THE WHITE HOUSE PROPERTY

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

HIS MAJESTY THE KING IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE MINISTER OF CONSERVATION

Grantee

CHATHAM ISLANDS COUNCIL

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey water	Area [] on SO [] [As shown marked with a blue pecked line on deed plan TTW-063/064-10. The easement will generally be 3m wide, but will extend to include the tank and treatment shed, as shaded blue on the deed plan. Subject to survey]	Section [] SO [] [0.53 hectares, approximately, being Part Section 1 SO 531657 and Part Kekerione 1,W Block. Subject to survey.]	In gross
Right to discharge water	Area [] on SO [] [As shown marked with a magenta pecked line on deed plan TTW-063/064-10. The easement will generally be 3m wide. Subject to survey.]		

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

The rights and powers implied in this easement are those prescribed by the Land Transfer Regulations 2018. The implied rights and powers are **varied** and **added to** by the provisions set out in the Annexure Schedule

DRAFT

ANNEXURE SCHEDULE

[DRAFTING NOTE: The terms of this easement instrument currently only reflect a right to convey water.

This instrument is to be updated to include amendments so that this easement also provides the grantee with a right for the grantee to drain and discharge water. Amendments may be required to ensure the provision of the Land Transfer Regulations 2018 apply, and to provide for additional rights required that are not provided for in the Regulations.]

1. INTERPRETATION

1.1 In this Instrument unless the context otherwise requires:

- (a) **Easement Area** means the area to which this easement applies as identified in Schedule A;
- (b) **Easement Facility** means any pipes, conduits, pumps, pump sheds, water purifying equipment or other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution **[DRAFTING NOTE:** to update to include any necessary facilities for the right to discharge water]; and
- (c) **Fifth Schedule** means the rights and powers set out in the Fifth Schedule of the Land Transfer Regulations 2018.

2. GRANT OF EASEMENT

2.1 Pursuant to section [x] of the Rēkohu Wharekauri Shared Redress Act [2026], the Grantor grants to the Grantee a right to convey water as set out in Schedule A. **[DRAFTING NOTE:** to include right to discharge water].

2.2 The implied rights and powers prescribed by the Fifth Schedule apply to this easement instrument. Where the Fifth Schedule conflicts with the terms of this easement instrument, the terms of this easement instrument will prevail.

3. RIGHT TO CONVEY WATER

3.1 The Grantee, shall have the full, free, uninterrupted and unrestricted right, liberty and licence at all times:

- (a) to take and convey water in a free and unimpeded flow (except during any periods of necessary cleaning and repair) from the point of entry through the Easement Facility and over the Easement Area; and
- (b) to lay, make, construct, maintain, alter or repair the Easement Facility within the Easement Area as the Grantee shall from time to time think fit.

4. [RIGHT TO DISCHARGE WATER]

4.1 **[DRAFTING NOTE:** to include provisions for the right to discharge water]

DOCUMENTS

1.4: RIGHT TO CONVEY AND DISCHARGE WATER OVER THE WHITE HOUSE PROPERTY

5. GRANTEE'S RIGHTS AND OBLIGATIONS

5.1 For the purpose of performing any duty or in the exercise of any rights expressed or implied in this Instrument, the Grantee may (in addition to the rights implied in the Fifth Schedule):

- (a) enter upon the Burdened Land by the most practicable route from the nearest public street across any part of the Burdened Land;
- (b) remain on the Burdened Land for a reasonable time for the purposes of completing any work;
- (c) bring on to the Burdened Land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work (and which must be removed without delay following the completion of any work);
- (d) inspect, maintain, cleanse, repair, or replace the Easement Facility; and
- (e) generally do and perform such acts and things in or upon the Easement Area as may be necessary or proper for or in relation to any of the purposes of this Instrument.

5.2 The Grantee must:

- (a) not cause undue or unreasonable disturbance to the quiet enjoyment of the Grantor;
- (b) bear all costs in relation to the construction, maintenance or renewal of any Easement Facility, and in relation to the reinstatement of the Burdened Land in the event that any Easement Facility is removed by the Grantee (with the agreement of the Grantor);
- (c) make good without delay any damage which may be done to any fence, building or improvement, or to any part of the Burdened Land, in the exercise by the Grantee of any of the rights or obligations contained in this Instrument;
- (d) after disturbing the Easement Area for any reason, restore the surface of the Easement Area as nearly as possible to its original condition;
- (e) compensate the Grantor for any damage caused by any works to any fence, building or improvement, or other part of the Burdened Land, that is not able to be made good;
- (f) comply with the requirements of all statutes, regulations and bylaws relevant to its exercise of the rights and obligations under this Instrument; and
- (g) use best endeavours to give the Grantor at least 24 hours written notice prior to entering the Burdened Land to exercise its rights under this Instrument, except in an emergency requiring immediate access. Whether or not an emergency exists will be decided by the Grantee, and the Grantee shall act reasonably in making its decision.

6. GRANTOR RIGHTS AND OBLIGATIONS

6.1 The Grantor will not (except where the same exists at the date of registration of this Instrument):

- (a) plant trees upon or permit any tree roots to grow within the Easement Area;
- (b) build over or erect any other improvements within or on the Easement Area without the prior written consent of the Grantee which will not be unreasonably withheld and may be given

DOCUMENTS

1.4: RIGHT TO CONVEY AND DISCHARGE WATER OVER THE WHITE HOUSE PROPERTY

subject to such conditions as the Grantee imposes. Any structures proposed by the Grantor over the Easement Facility must allow uninhibited access to the Easement Facility and the Grantee's consent may include design conditions; or

- (c) do or permit or suffer to be done anything which may in any way injure or damage the Easement Facility or interfere with the free flow and passage of water through the Easement Facility or undermine the Easement Facility.

- 6.2 The Grantor shall be responsible for payment of any repair and maintenance costs of the easement facility and for the associated costs as a result of any activity done on the burdened land that interferes with the efficient operation of the easement facility.

7. EASEMENT FACILITY TO BE PROPERTY OF GRANTEE

- 7.1 The Easement Facility will be the property of the Grantee, notwithstanding that it is attached to or under the Burdened Land.

8. DISPUTE RESOLUTION

- 8.1 If a party has any dispute with the other party in connection with this Instrument:

- (a) that party will promptly give full written particulars of the dispute to the other; and
- (b) the parties will promptly meet together and in good faith try to resolve the dispute.

- 8.2 If the dispute is not resolved within 14 days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to arbitration.

- 8.3 Arbitration will be conducted by one arbitrator appointed by the parties.

- 8.4 If the parties cannot agree on an arbitrator within 14 days, the appointment will be made, on request by either party, by the President of the New Zealand Law Society or the President's nominee.

- 8.5 The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.

- 8.6 This clause does not apply to an application by either party for urgent interlocutory relief.

9. WAIVER

- 9.1 Any delay or failure by a party to exercise any right under this Instrument will not operate as a waiver of that right.

10. GENERAL PROVISIONS

- 10.1 The following provisions are applicable to the easement granted by this Instrument:

- (a) where there is a conflict between the provisions of the Fifth Schedule and the provisions of this Instrument, the provisions of this Instrument will prevail; and
- (b) nothing in this Instrument shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by the Land Drainage Act 1908, the Local

DOCUMENTS

1.4: RIGHT TO CONVEY AND DISCHARGE WATER OVER THE WHITE HOUSE PROPERTY

Government Acts 1974 and 2002 and the Public Works Act 1981, or any amendment to or Act passed in substitution for those Acts.

11. ADDRESSES FOR SERVICE

11.1 The Grantor's address for service of notices is:

[enter details]

11.2 The Grantee's address for service of notices is:

[enter details]

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DOCUMENTS

1.5 RIGHT TO CONVEY ELECTRICITY OVER THE TIKITIKI HILL PROPERTY

DOCUMENTS

1.5: RIGHT TO CONVEY ELECTRICITY OVER THE TIKITIKI HILL PROPERTY

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

HIS MAJESTY THE KING IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE MINISTER OF CONSERVATION

Grantee

CHATHAM ISLANDS ELECTRICITY LIMITED

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey electricity	Area [] on SO [] [As shown marked with a purple pecked line on deed plan TTW-063/064-01. The easement will be 3m wide. Subject to survey]	Section [] SO [] [1.20 hectares, approximately, being Part Section 1 SO 531657 and Part Kekerione 1,W Block. Subject to survey.]	In gross

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

The rights and powers implied in this easement are those prescribed by the Land Transfer Regulations 2018. The implied rights and powers are **varied** and **added to** by the provisions set out in the Annexure Schedule.

ANNEXURE SCHEDULE

1. INTERPRETATION

1.1 In this Instrument unless the context otherwise requires:

- (a) **Easement Area** means the area to which this easement applies as identified in Schedule A;
- (b) **Easement Facility** means any cables, lines, poles, transformers, substations, switchgear or other equipment suitable for conveying electricity (whether above or under the ground), and anything in replacement or substitution; and
- (c) **Fifth Schedule** means the rights and powers set out in the Fifth Schedule of the Land Transfer Regulations 2018.

1.2 In the interpretation of this Instrument:

- (a) words importing the singular or plural number will be deemed to include the plural and singular number respectively;
- (b) headings are inserted as a matter of convenience only and in no way define, limit or describe the scope or intent of the clauses of this Instrument; and
- (c) references to any party include that party's executors, administrators, and assigns, or being a company, its successors and assigns.

2. GRANT OF EASEMENT

2.1 Pursuant to section [x] of the Rēkohu Wharekauri Shared Redress Act [2026], the Grantor grants to the Grantee a right to convey electricity as set out in Schedule A.

2.2 The implied rights and powers prescribed by the Fifth Schedule apply to this Instrument.

3. RIGHT TO CONVEY ELECTRICITY

3.1 The Grantee, shall have the full, free, uninterrupted and unrestricted right, liberty and licence at all times:

- (a) to convey and transmit electricity through the Easement Facility and over the Easement Area (except during any periods of necessary maintenance and repair); and
- (b) to lay, make, construct, maintain, alter or repair the Easement Facility within the Easement Area as the Grantee shall from time to time think fit.

4. GRANTEE'S RIGHTS AND OBLIGATIONS

4.1 For the purpose of performing any duty or in the exercise of any rights expressed or implied in this Instrument, the Grantee may (in addition to the rights implied in the Fifth Schedule):

- (a) enter upon the Burdened Land by the most practicable route from the nearest public street across any part of the Burdened Land;
- (b) remain on the Burdened Land for a reasonable time for the purposes of completing any work;

DOCUMENTS

1.5: RIGHT TO CONVEY ELECTRICITY OVER THE TIKITIKI HILL PROPERTY

- (c) bring on to the Burdened Land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work (and which must be removed without delay following the completion of any work);
- (d) inspect, maintain, repair, or replace the Easement Facility; and
- (e) generally do and perform such acts and things in or upon the Easement Area as may be necessary or proper for or in relation to any of the purposes of this Instrument.

4.2 The Grantee must:

- (a) not cause undue or unreasonable disturbance to the quiet enjoyment of the Grantor;
- (b) bear all costs in relation to the construction, maintenance or renewal of any Easement Facility, and in relation to the reinstatement of the Burdened Land in the event that any Easement Facility is removed by the Grantee (with the agreement of the Grantor);
- (c) make good without delay any damage which may be done to any fence, building or improvement, or to any part of the Burdened Land, in the exercise by the Grantee of any of the rights or obligations contained in this Instrument;
- (d) after disturbing the Easement Area for any reason, restore the surface of the Easement Area as nearly as possible to its original condition;
- (e) compensate the Grantor for any damage caused by any works to any fence, building or improvement, or other part of the Burdened Land, that is not able to be made good;
- (f) comply with the requirements of all statutes, regulations and bylaws relevant to its exercise of the rights and obligations under this Instrument; and
- (g) give the Grantor at least 24 hours written notice prior to entering the Burdened Land to exercise its rights under this Instrument, except in an emergency requiring immediate access. Whether or not an emergency exists will be decided by the Grantee, and the Grantee shall act reasonably in making its decision.

5. GRANTOR RIGHTS AND OBLIGATIONS

5.1 The Grantor will not (except where the same exists at the date of registration of this Instrument):

- (a) plant trees upon or permit any tree roots to grow within the Easement Area;
- (b) build over or erect any other improvements within or on the Easement Area without the prior written consent of the Grantee which will not be unreasonably withheld and may be given subject to such conditions as the Grantee imposes. Any structures proposed by the Grantor over the Easement Facility must allow uninhibited access to the Easement Facility and the Grantee's consent may include design conditions; or
- (c) do or permit or suffer to be done anything which may in any way injure or damage the Easement Facility or interfere with the efficient operation of the Easement Facility.

DOCUMENTS

1.5: RIGHT TO CONVEY ELECTRICITY OVER THE TIKITIKI HILL PROPERTY

- 5.2 The Grantor shall be responsible for payment of any repair and maintenance costs of the easement facility and for the associated costs as a result of any activity done on the burdened land that interferes with the efficient operation of the easement facility.

6. EASEMENT FACILITY TO BE PROPERTY OF GRANTEE

- 6.1 The Easement Facility will be the property of the Grantee, notwithstanding that it is attached to or under the Burdened Land.

7. DISPUTE RESOLUTION

- 7.1 If a party has any dispute with the other party in connection with this Instrument:
that party will promptly give full written particulars of the dispute to the other; and
the parties will promptly meet together and in good faith try to resolve the dispute.
- 7.2 If the dispute is not resolved within 14 days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to arbitration.
- 7.3 Arbitration will be conducted by one arbitrator appointed by the parties.
- 7.4 If the parties cannot agree on an arbitrator within 14 days, the appointment will be made, on request by either party, by the President of the New Zealand Law Society or the President's nominee.
- 7.5 The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.
- 7.6 This clause does not apply to an application by either party for urgent interlocutory relief.

8. WAIVER

- 8.1 Any delay or failure by a party to exercise any right under this Instrument will not operate as a waiver of that right.

9. GENERAL PROVISIONS

- 9.1 The following provisions are applicable to the easement granted by this Instrument:
- (a) where there is a conflict between the provisions of the Fifth Schedule and the provisions of this Instrument, the provisions of this Instrument will prevail; and
 - (b) nothing in this Instrument shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by the Electricity Act 1992, the Local Government Acts 1974 and 2002 and the Public Works Act 1981, or any amendment to or Act passed in substitution for those Acts.

10. ADDRESSES FOR SERVICE

- 10.1 The Grantor's address for service of notices is:
[enter details]
- 10.2 The Grantee's address for service of notices is:
[enter details]

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DOCUMENTS

1.6 RIGHT OF WAY OVER THE TIKITIKI HILL PROPERTY

DOCUMENTS

1.6: RIGHT OF WAY OVER THE TIKITIKI HILL PROPERTY

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

HIS MAJESTY THE KING IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE MINISTER OF CONSERVATION

Grantee

CHATHAM ISLANDS PORTS LIMITED

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose of Easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	Area [] on SO [] As shown marked with a red pecked line on deed plan TTW-063/064-01. The easement will generally be 3m wide. Subject to survey	Section [] SO [] [1.20 hectares, approximately, being Part Kekerione 1,W Block and Part Section 1 SO 531657. Subject to survey.]	In gross

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

The rights and powers implied in this easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007. The implied rights and powers are **varied** and **added to** by the provisions set out in the Annexure Schedule

ANNEXURE SCHEDULE

1. GRANT OF EASEMENT

- 1.1 Pursuant to section [x] of the Rēkohu Wharekauri Shared Redress Act [2026], the Grantor grants to the Grantee a right of way as set out in Schedule A.

2. RIGHT OF WAY

- 2.1 The Grantee and its agents, licensees, tenants, employees, contractors or invitees (other than members of the public):
- (a) have the right to go over and along the Easement Area by foot or by vehicle or any other means of transport, and with all necessary tools, vehicles, and equipment; and
 - (b) may only use the right of way for the purpose of accessing the navigation light to carry out repair and maintenance work.
- 2.2 The right of way includes the right for the Grantee to allow members of the public to go over and along the easement facility by foot or by vehicle.

3. GENERAL RIGHTS

- 3.1 The Grantor must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights under this Easement Instrument or of any other party or interfere with the efficient operation of the Easement Area.
- 3.2 The Grantee shall comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Burdened Land at the request of the Grantee.
- 3.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other similar public body.

4. GRANTOR'S RIGHTS TO INSTALL GATES

- 4.1 The Grantor:
- (a) may at any time erect, renew, and maintain gates (together with all necessary fittings and fixtures) across any road or track on the Easement Area, but so that such gates when opened shall leave a clear space of a width not less than five metres for passage over the Easement Area, and
 - (b) must provide, at the Grantee's cost, keys to any locks fitted to any such gates.

5. ADDRESSES FOR SERVICE

- 5.1 The Grantor's address for service of notices is:
- [enter details]
- 5.2 The Grantee's address for service of notices is:

[enter details]

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DOCUMENTS

2. LEASES

DOCUMENTS

2.1. SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

DOCUMENTS

2.1: SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER

MINISTRY OF EDUCATION TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)

BARCODE

Land registration district

Wellington

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

[TBC]

All

Lessor

[Trustees of Ngāti Mutunga o Wharekauri PSGE] as to an undivided ½ share
[Trustees of Moriori PSGE] as to an undivided ½ share

Lessee

HIS MAJESTY THE KING for education purposes

Estate or Interest

Insert "fee simple"; "leasehold in lease number" etc.

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule (Items 2 and 4 of Schedule A)

Rental

See Annexure Schedule

Lease and Terms of Lease

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

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

2.1: SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

[illegible]

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

DOCUMENTS

2.1: SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

BACKGROUND

- A The purpose of this Lease is to give effect to the Shared Redress Deed between Ngāti Mutunga o Wharekauri, Moriori and the Crown, under which the Land will statutorily vest in the trustees of **insert name of post-settlement governance entities** subject to a lease back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

SCHEDULE A

ITEM 1 THE LAND

insert area more or less being **insert lot description** held in **insert title or gazette notice description**, situated at **insert physical address - note that improvements are excluded**.

ITEM 2 START DATE

insert start date.

ITEM 3 ANNUAL RENT

\$(**insert agreed rent**) including GST (if any) per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month, subject to clause 8A.

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 access ways, including a proportionate share of maintenance of any shared access ways.

DOCUMENTS

2.1: SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

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

ITEM 6 PERMITTED USE

Housing for Education Purposes.

ITEM 7 RIGHT OF RENEWAL

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

ITEM 8 CPI RENT REVIEW DATES

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

ITEM 8A RENT REVIEW DATES

Each Renewal Date.

ITEM 9 LESSEE'S IMPROVEMENTS

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

[]

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

2.1: SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

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

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]

2.1: SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

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

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

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

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

SCHEDULE

[]

[Form of execution by Lender]

[Date]

DOCUMENTS

2.1: SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

SCHEDULE B

1 Definitions

- 1.1 Except to the extent provided otherwise in clause 37, the term “Lessor” includes and binds:
- (a) the persons named in 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 named in this Lease as Lessee; and
 - (b) all the Lessees for the time being under the Lease; and
- 1.3 all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.
- 1.4 “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, Matariki Observance Day 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 regions of Canterbury and Wellington; or
 - (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.
- 1.5 “Contamination” has the meaning corresponding to that given to “Contaminant” in section 2(1) of the Resource Management Act 1991 and includes:
- (a) asbestos and asbestos containing material;
 - (b) refrigerant emissions, ozone depleting substances, and polychlorinated biphenyls; and
 - (c) any other illegal, detrimental, dangerous, combustible or unhealthy substance,
- and is to be interpreted as contaminants in any state, levels or concentrations that are unsafe or pose a danger, threat or risk to life, health and/or safety including as specified or determined in accordance with any prevailing national standards, Ministry of Health guidelines, occupational safety codes of practice and/or compliance or other applicable legislative or regulatory requirements from time to time.
- 1.6 “Crown” has the meaning given in section 2(1) of the Public Finance Act 1989.
- 1.7 “Crown Organisation” means the Crown, all instruments of the His Majesty the King, and includes, but is not limited to:

DOCUMENTS

2.1: SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

- (a) offices of Parliament;
 - (b) the Reserve Bank of New Zealand, as continued under section 5 of the Reserve Bank of New Zealand Act 1989;
 - (c) the entities listed in Schedule 4 and Schedule 4A to the Public Finance Act 1989;
 - (d) the Crown entities as defined in section 7(1) of the Crown Entities Act 2004;
 - (e) state enterprises (as defined in the State-owned Enterprises Act 1986); and
 - (f) each local authority, as defined in section 5 of the Local Government Act 2002;
- 1.8 “Department” has the meaning given in section 2 of the Public Finance Act 1989.
- 1.9 “Education Purposes” means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.10 “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.
- 1.11 “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.
- 1.12 “Lessee’s property” includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.13 “Lessor Entity” has the meaning given to it in clause 37.1.
- 1.14 “Maintenance” includes repair.
- 1.15 “Moriore Entity” means any of the following:
- (a) the trustee/s of the Moriore Imi Settlement Trust;
 - (b) any party to whom Moriore Imi Settlement Trust transfers or is entitled to transfer its interest in the Land under clause 28.5 of this Lease;
 - (c) any other party to whom Moriore Imi Settlement Trust transfers its interest in the Land where that party will hold or administer that interest for the benefit of Moriore and its descendants; or
 - (d) any other party that the Lessee agrees is a Moriore Entity.
- 1.16 “Ngāti Mutunga o Wharekauri Entity” means any of the following:
- (a) the trustee/s of Ngāti Mutunga o Wharekauri Iwi Trust;
 - (b) any party to whom Ngāti Mutunga o Wharekauri Iwi Trust transfers or is entitled to transfer its interest in the Land under clause 28.5 of this Lease;

DOCUMENTS

2.1: SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

- (c) any other party to whom Ngāti Mutunga o Wharekauri Iwi Trust transfers its interest in the Land where that party will hold or administer that interest for the benefit of Ngāti Mutunga o Wharekauri and its descendants;
 - (d) any other party that the Lessee agrees is a Ngāti Mutunga o Wharekauri Entity.
- 1.17 “Public Work” has the meaning given in section 2 of the Public Works Act 1981.
- 1.18 “Renewal Date” means the dates specified in Item 7 of Schedule A.
- 1.19 “Shared Redress Deed” means the shared redress deed dated [date] between the Crown, Ngāti Mutunga o Wharekauri and Moriori
- 1.20 “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 6.5% of the value of the Land.
- 2.3 The value of the Land for the purposes of clause 2.2 is the market value of the Land exclusive of improvements less 20%, as determined in accordance with clause [x.x] of the Shared Redress Deed.

3 Rent Review

When a party initiates the rent review process as set out in clause 3.4:

- 3.1 The proposed Annual Rent will be 6.5% of the Current Market Value of the Land as a School Site, as defined in clause 3.2
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1 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 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Renewal Date and ends one year after any Renewal 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 Renewal 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, or does not serve a valid Dispute Notice disputing the proposed new rent within the timeframe specified in clause 3.4(c), 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)

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2.1: SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

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 Renewal 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 Renewal Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
 - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of the date on which the parties agree to determine the new Annual Rent pursuant to clause 3.5(f)(ii) 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 Renewal Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Renewal Date.
- (m) The new Annual Rent may at the request of either party be recorded in a variation of this Lease. The reasonable costs associated with such variation will be the responsibility of the requesting party.
- (n) Notwithstanding any other clause in this Lease, the Annual Rent payable from the relevant Renewal Date will not, in any case, be less than the Annual Rent payable as at the original Start Date of the Lease.

3A CPI Rent Review

DOCUMENTS

2.1: SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

- 3A.1 The Annual Rent will be adjusted on each CPI Rent Review Date to be the greater of:
- (a) the then current Annual Rent; and
 - (b) an amount equal to the then current Annual Rent increased by an amount of the average increase in the CPI.
- 3A.2 In this clause 3A, "CPI" means the Consumer Price Index (all groups) as published by Statistics New Zealand (or any successor of its function) during the period which corresponds as nearly as possible to the period from the Commencement Date or the last CPI Rent Review Date (whichever is the later).

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 91 of the Land Transfer Act 2017 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.

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 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 parties agree that the Annual Rent and other payments payable by the Lessee under this Lease are inclusive of Goods and Services Tax (GST) if any.

8 Interest

Subject to clauses 2.4 and 8A, 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.

8A Invoicing

Notwithstanding any other provision of this Lease:

- (a) any amount payable by the Lessee to the Lessor under this Lease will only be payable upon receipt by the Lessee of a valid invoice issued by or on behalf of the

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Lessor and including details of the account to which the Lessee is required to make payment;

- (b) the due date for payment of any such amounts will be the due date specified in the invoice, which will in any case be no less than five (5) Business Days from the date on which the invoice is issued; and
- (c) the Lessee shall not, under any circumstances, be in default under this Lease or be liable for interest under clause 8 by reason of non-payment by the Lessee of any amounts payable to the Lessor under this Lease where the Lessor has failed to satisfy the requirements of this clause 8A.

9 Permitted Use of Land

- 9.1 The Lessee will only use the Land for the Permitted Use.
- 9.2 Notwithstanding clause 9.1 the Lessee may seek the Lessor's written consent to vary the Permitted Use. The Lessor's consent will not be unreasonably withheld or delayed where the proposed Permitted Use is compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.
- 9.3 If the Lessee gives the Lessor written notice seeking the Lessor's consent to vary the Permitted Use the Lessee will use reasonable endeavours to, as soon as reasonably practicable, consult with the Lessor on the terms of any corresponding or consequential variations that either party may propose to the Lease, including (but not limited to) the amendment of clauses 3.2 and 22.1.

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. The Lessor will (at the Lessee's cost) take all such steps as the Lessee reasonably requires to enable the Lessee to require or maintain the designation(s).

11 Compliance with Law

- 11.1 The Lessee must at its own cost comply with the provisions of all relevant Legislation.
- 11.2 The Lessor will not do or omit to do anything, including failing to provide any consents, approvals, or signatures in respect of any matters that the Lessor is required to provide under this Lease, that may compromise or restrict the Lessee's ability to comply with clause 11.1. The Lessor indemnifies the Lessee, to the maximum extent permitted by law, from and against any and all losses, costs, damages, claims, proceedings, and liabilities of any nature whatsoever which the Lessee may suffer, incur or become liable for arising directly or indirectly out of or in connection with any breach by the Lessor of its obligations under this clause 11.2.

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12 Hazards

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

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly remedy, reinstate or otherwise return the state of the Land to a "fit for purpose" condition including by addressing any hazards for the protection of occupants of the site and eliminating or minimising (to the extent reasonably practicable) any hazards as soon as possible ("Remediation Works").

12.3 If:

- (a) the Lessee has given the Lessor written notice of circumstances requiring Remediation Works; and
- (b) the Lessor has not undertaken material steps in respect of the Remediation Works within a period of not less than 40 Business Days from the date of receipt of the Lessee's written notice,

then without prejudice to the Lessee's other rights and remedies expressed or implied in this Lease, the Lessee may, at its discretion in all things, by the Lessee's employees and contractors, with all necessary equipment and material at all reasonable times, execute the Remediation Works and recover the costs of doing so from the Lessor (including, without limitation, by way of set off against any amounts owing to the Lessor under this Lease).

12.4 Any Remediation Works undertaken by the Lessee under this clause 12 will not release the Lessor from any liability in respect of any breach of any expressed or implied covenant, condition or agreement contained in this Lease.

12.5 Notwithstanding clauses 12.3 and 12.4, upon the written request of either party given at any stage prior to completion of the Remediation Works, the parties will meet to consult and negotiate in good faith as to any matter concerning the Remediation Works, including which party is best placed to undertake the Remediation Works and the costs of the Remediation Works.

13 Damage or Destruction

13.1 Total Destruction

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

13.2 Partial Destruction

- (a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so as to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's

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Improvements, as the case may be. Clause 12.3 of the Lease will apply to the Lessor's repairs under this clause as if they were Remediation Works in respect of which the Lessee had given the Lessor written notice on the date of the damage.

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

then the term will terminate with effect from the date that either such fact is established and notice is given by either party to terminate under this clause 13.2(c).

13.3 Natural Disaster or Civil Defence Emergency

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
 - (i) such inability ceases; or
 - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
 - (i) the relevant clause has applied for a period of 3 months or more; or
 - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 3 months or more.

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

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

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

14 Contamination

- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation. The Lessor will allow the Lessee and its agents or contractors such access to the Land as is reasonably required to satisfy this clause 14.1.
- 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.

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 (at the Lessee's cost) 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 Shared Redress Deed and the [Claims Redress] Act is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or 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. Subject to clause 16.3, the Lessor will (at the Lessee's cost) do all things reasonably required by the Lessee to give effect to the Lessee's rights under this clause 16.2.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.

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- 16.5 If the Lessor proposes to grant any mortgage or charge on or 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.
- 16.6 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. The Lessor agrees that it will execute any documentation or do any things (at the Lessee's cost) reasonably required to give legal effect to those rights.
- 16.7 When this Lease ends the Lessee may, at the Lessee's option:
- (a) remove any Lessee's Improvements from the Land without the Lessor's consent; and/or
 - (b) leave any Lessee's Improvements or other Lessee's property on the Land, in which case the Lessee will only be required to leave the Land and the Lessee's Improvements in a clean and tidy condition (subject to fair wear and tear), but otherwise in such condition as they are in at the end of the Lease.
- 16.8 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 Rubbish Removal

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

18 Signs

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

19 Insurance

- 19.1 The Lessee is responsible for insuring or self-insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Organisation permitted to occupy part of the Land has adequate insurance at its own cost against all public liability. For the avoidance of doubt, where the Land is occupied by a tenant under a residential tenancy agreement, that tenant shall not be required to hold public liability insurance.

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.

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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 and subletting

- 22.1 The Lessee may:

- (a) transfer (including by way of assignment or nomination) this Lease;
- (b) sublet the Premises; or
- (c) part with possession of the Premises;

for Education Purposes, without the Lessor's consent.

- 22.1A The parties agree that, provided the Premises are still required for Education Purposes, the short-term provision of rental accommodation by the Lessee to third parties (whether or not those parties are involved in the delivery of education) will constitute an Education Purpose for the purposes of clause 22.1.

- 22.2 The Lessee may otherwise:

- (a) transfer (including by way of assignment or nomination) this Lease;
- (b) sublet the Premises; or
- (c) part with possession of the Premises;

provided the Lessee obtains the Lessor's prior written consent, which will be given if the following conditions are fulfilled:

- (i) in the case of a transfer the Lessee proves to the reasonable satisfaction of the Lessor that the proposed assignee is (and in the case of a company that the shareholders of the proposed transferee are) respectable responsible and has the financial resources to meet the Lessee's commitments under this Lease;
- (ii) all rent and other money payable have been paid and there is not any significant existing material breach of any of the Lessee's covenants under this Lease;
- (iii) in the case of a transfer, a transfer or such other instrument in customary form approved or prepared by the Lessor is duly executed by the Lessee and delivered to the Lessor;
- (iv) the Lessee pays the Lessor's reasonable costs and disbursements in respect of:
 - (A) the approval and the preparation of any transfer instrument; and

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- (B) (if appropriate) all reasonable fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Lessor concerning any proposed transferee, sublessee or guarantor. All such costs shall be payable whether or not the transaction proceeds; and
- (v) the Lessee has complied with its obligations (if any) under section 40 of the Public Works Act 1981.

23 Occupancy by School Board

- 23.1 The Lessee has the absolute right to sublet to or otherwise permit a school board (or any employee, contractor, or other appointee of the school board) to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education and Training Act 2020 and otherwise consistent with this Lease.
- 23.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any school board occupying the Land and any employees, contractors, agents or invitees of the school board.
- 23.3 A school board 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 a manner consistent with the Education and Training Act 2020 without the Lessor's consent.

24 Lessee Break Option

- 24.1 The Lessee may at any time and for any reason end this Lease as it relates to all or any part of the Land ("Surrendered Land") by giving not less than six months' notice in writing to the Lessor. At the end of the notice period ("Surrender Date") the Lease in respect of the Surrendered Land will end and the Lessee will pay the Break Fee calculated in accordance with clause 24.4 to the Lessor.
- 24.2 Where the Surrendered Land comprises part of the Land the Lessee must procure (if required and at its cost):
 - (a) a plan prepared by a registered surveyor identifying the Surrendered Land and the Land that remains subject to this Lease ("Balance Land"); and
 - (b) the registration of the partial surrender of the Lease on the fee simple and leasehold records of title.
- 24.3 The adjusted Annual Rent payable in respect of the Balance Land from the Surrender Date will be a pro-rated proportion of the Annual Rent payable immediately before the Surrender Date (without any credit for any abatement that applies, or may apply, immediately before the Surrender Date), being the proportion that the area of the Balance Land bears to the total area of the Land.
- 24.4 For the purposes of clause 24.1, "Break Fee" means a further 12 months' rent in respect of the Surrendered Land. Where the Surrendered Land comprises part of the Land, the monthly rent payable in respect of the Surrendered Land will be calculated on the basis of a pro-rated proportion of the Annual Rent payable immediately before the Surrender Date (without any credit for any abatement that applies, or may apply, immediately before the

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Surrender Date), being the proportion that the area of the Surrendered Land bears to the total area of the Land ("Pro-rata Calculation").

- 24.5 The Lessor agrees to accept the Break Fee 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.
- 24.6 The Lessor and the Lessee will complete all tasks and actions necessary to give legal effect to the surrender at the Lessee's cost.

25 Breach

- 25.1 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.
- 25.2 The Lessor's obligations under clauses 10, 11.2, 13.2(a), 16.2 and 16.6 are essential terms of this Lease. If the Lessor breaches any of those obligations (including without limitation, by failing to provide a consent or take an action the Lessor is obligated to take) and fails to remedy that breach within 20 Business Days of receiving written notice from the Lessee specifying the breach, the Lessee may terminate this Lease by giving written notice to the Lessor with immediate effect. Any such termination will be without prejudice to any rights or remedies of either party that have accrued prior to the date of termination.

26 Notice of Breach

- 26.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 25.1 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:
- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
 - (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
 - (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.
- 26.2 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.

27 Renewal

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

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

28 Right of First Refusal for Lessor's Interest

- 28.1 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.
- 28.2 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 Offer.
- 28.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 28.2 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.
- 28.4 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 28.1–28.4 (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.
- 28.5 The Lessor may dispose of the Lessor's interest in the Land to:
- (a) a fully owned subsidiary of the Lessor;
 - (b) a trust that is wholly controlled by the Lessor and (where the Lessor is a trust) which has purposes that are materially equivalent to the Lessor's purposes,

and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

29 Exclusion of Implied Provisions

- 29.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:
- (a) Clause 11 – Power to inspect premises.

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 by the parties to 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.

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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 6140

- 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 cost register this Lease under the Land Transfer Act 2017. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating the title to protect its interest in the Lease before registration.

34 Costs

Except as otherwise provided in this Lease, each party will pay its own costs of and incidental to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

35 Counterparts and Electronic Signatures

The parties agree that either party may sign this Lease electronically in two or more counterparts, all of which will together be deemed to constitute one and the same lease which may be sent to the other by email. If a party signs this Lease by electronic means, that party represents and warrants to the other party that the form of the electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.

36 Further Assurances

Each party will, within a reasonable time period, do all acts and things as may be reasonably requested by the other party to implement and carry out either party's obligations and rights under, and contemplated by, this Lease, including, without limitation, the approval and execution of all relevant documents and the provision of approvals or consents.

37 Lessor Severability

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37.1 This clause 37 shall apply for as long as the Lessor under this Lease is a Ngāti Mutunga o Wharekauri Entity and a Moriori Entity and each such entity is a “Lessor Entity” for the purposes of this clause 37.

37.2 For so long as this clause 37 applies, the following additional clauses shall apply:

Interpretation

- (a) references to the “Lessor” in this Lease includes and binds each Lessor Entity jointly and severally and references to a “party” means the Lessor (acting jointly) and the Lessee, except as otherwise provided in this clause;

Annual Rent Payments (clause 2)

- (b) the Annual Rent and any other amounts payable by the Lessee to the Lessor under this Lease shall, except where the context otherwise requires, be payable to each Lessor Entity in such proportions as they hold the fee simple estate in the Land. For example, where the Lessor comprises two tenants in common holding $\frac{1}{2}$ shares in the fee simple estate in the Land, the Lessee will pay half the Annual Rent to each Lessor Entity;

Rent Review (clause 3)

- (c) for the purposes of clause 3.4:
 - (i) either Lessor Entity is a party that may give notice in accordance with clause 3.4(a) to initiate a rent review, or the Lessor Entities may give notice jointly;
 - (ii) any notices to be served under clause 3.4 must, if served by one Lessor Entity, be served on the Lessee and the other Lessor Entity, or if served by the Lessee, be served on both Lessor Entities;
 - (iii) each party receiving a notice under clause 3.4(a) shall be ‘notified parties’ for the purposes of clause 3.4;
 - (iv) references to a ‘party’ in clause 3.4 shall mean the Lessee and each Lessor Entity acting separately; and
 - (v) any reference to two valuers shall, if three valuers have been appointed, be read as references to three valuers;

Invoicing (clause 8A)

- (d) in respect of any amounts payable to or recoverable by one Lessor Entity under this Lease, invoices to be issued under clause 8A will be issued by the relevant Lessor Entity;

Lessor Consent

- (e) where the Lessee is required to obtain the Lessor’s consent to any matter under this Lease, the consent of both Lessor Entities shall be required, provided that each Lessor Entity must comply with any requirements of the relevant clause in respect of giving that consent, including (without limitation) not unreasonably withholding or delaying consent;

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Lessor Indemnity (clause 11.2)

- (f) notwithstanding clause 11.2, a Lessor Entity shall not be liable to indemnify the Lessee in respect of any losses, costs, damages, claims, proceedings, and liabilities which the Lessee may suffer, incur or become liable for which is solely attributable to the breach by the other Lessor Entity of its obligations under clause 11.2 and each Lessor Entity shall be severally liable in respect of any such costs, damages, claims, proceedings, and liabilities that are attributable solely to one Lessor Entity;

Hazards (clause 12.3)

- (g) where the Lessee is entitled to recover costs from the Lessor under clause 12.3, it shall seek recovery of such costs from each Lessor Entity in equal proportions unless the parties otherwise agree;

Partial Destruction (cl 13.2)

- (h) for the purposes of clause 13.2(c)(i), “Lessor” means the Lessor Entities acting jointly;

Mortgagee Acknowledgement (clause 16.5)

- (i) each Lessor Entity that proposes to grant a mortgage or charge over its interest in the Land will separately procure any written acknowledgement required under clause 16.5;

Lessee Break Fee (clause 24.1)

- (j) any Break Fee payable by the Lessee under clause 24.1 shall be paid to each Lessor Entity in the same proportions as the annual rent is payable under clause 37.2(b);

Breach (clause 25.2)

- (k) for the avoidance of doubt, a breach under clause 25.2 that arises where only one Lessor Entity has failed to fulfil its obligations under this Lease shall still constitute a breach by the Lessor to which clause 25.2 applies;
- (l) the parties agree that clauses 37.3 and 37.4 will apply to any breach to which clause 37.2(k) applies;

Right of First Refusal (clause 28)

- (m) clause 28 shall apply separately to each Lessor Entity’s interest in the Land, and clause 28.5 shall be construed accordingly;

Disputes (clause 31)

- (n) any disputes to be resolved by arbitration shall be referred to the arbitration of three arbitrators (one to be appointed by the Lessee and one by each Lessor Entity), unless the Lessor Entities agree to jointly appoint an arbitrator;

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2.1: SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

Costs (clause 34)

- (o) each 'party' for the purposes of clause 34 means each Lessor Entity severally, such that the Lessor Entities shall each be liable for their own costs under clause 34;

Further Assurances (clause 36)

- (p) each 'party' under clause 36 means each Lessor Entity;

Notices

- (q) a notice to be issued or action to be taken by the Lessor is only valid if duly executed by both Lessor Entities except as otherwise provided in this clause;
- (r) a notice to be issued to the Lessor will be issued to both Lessor Entities; and
- (s) notwithstanding clause 37.2(q), the Lessee will be entitled to rely on any notice that the Lessee believes, acting reasonably, was duly executed by both Lessor Entities and no notice will be invalidated by sole reason of a defect or irregularity in the method of execution by one or more Lessor Entities.

37.3 Where clause 37.2 applies, despite anything expressed or implied in this Lease, the Lessee will not exercise its rights under clause 25.2 unless the Lessee has first given both Lessor Entities written notice of the breach on which the Lessee relies (**Default Notice**) and given the Lessor Entities an opportunity to remedy the breach as provided below:

- (a) by either Lessor Entity paying the Lessee all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by either Lessor Entity (where the Lessor Entity is capable of remedying the relevant breach) undertaking in writing to the Lessee within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; and
- (c) where either Lessor Entity remedies the breach in one of the ways set out above or any other way which the Lessee, in its sole discretion, deems satisfactory, the Lessee will not be entitled to rely on the breach specified in the Default Notice and the Lease will continue as if no such breach had occurred.

37.4 The Lessee will consider, in good faith, any proposals from either Lessor Entity as to how a breach can be satisfactorily addressed short of remedying that breach, provided that nothing in this clause shall be taken to require the Lessee to adopt any such proposal or shall prevent the Lessee from exercising its rights under clause 25.2.

DOCUMENTS

2.1: SOUTHERN PROPERTY (LAND ONLY) GROUND LEASE

2.2. KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

DOCUMENTS

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER

MINISTRY OF EDUCATION TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)

BARCODE

Land registration district

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

[TBC]

All

Lessor

[Trustees of Ngāti Mutunga o Wharekauri PSGE] as to an undivided ½ share
[Trustees of Moriori PSGE] as to an undivided ½ share

Lessee

HIS MAJESTY THE KING for education purposes

Estate or Interest

Insert "fee simple"; "leasehold in lease number" etc.

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule (Items 2 and 4 of Schedule A)

Rental

See Annexure Schedule

Lease and Terms of Lease

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

DOCUMENTS

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

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

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

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

DOCUMENTS

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

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

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

Signed for and on behalf of HIS MAJESTY THE KING as Lessee by [] (acting pursuant to a delegated authority from the Secretary for Education) in the presence of:	Witness name: Occupation: Address
--	---

Certified correct for the purposes of the Land Transfer Act 2017

Solicitor for the Lessee

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

DOCUMENTS

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

BACKGROUND

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

SCHEDULE A

ITEM 1 THE LAND

[1.4762 hectares more or less being Part Wharekauri No. 1 held in **insert title, situated at Kaingaroa Road, Waitangi, Chatham Island.]**

ITEM 2 START DATE

[insert start date].

ITEM 3 ANNUAL RENT

\$**[insert agreed rent]** plus GST (if any) per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month, subject to clause 8A.

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.

DOCUMENTS

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

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

ITEM 6 PERMITTED USE

Education Purposes.

ITEM 7 RIGHT OF RENEWAL

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

ITEM 8 CPI RENT REVIEW DATES

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

ITEM 8A RENT REVIEW DATES

Each Renewal Date.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 and including the following existing improvements:

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

[]

The above information is taken from the Lessee's records as at

[]. A site inspection was not undertaken to compile this information.

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

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

And to: The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6140 (“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]

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

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

And to: The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6140 ("the Lessee")

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

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

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

SCHEDULE

[]

[Form of execution by Lender]

[Date]

DOCUMENTS

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

SCHEDULE B

1 Definitions

- 1.1 Except to the extent provided otherwise in clause 37, 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
- 1.3 all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.
- 1.4 “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, Matariki Observance Day 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 regions of Canterbury and Wellington; or
 - (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.
- 1.5 “Contamination” has the meaning corresponding to that given to “Contaminant” in section 2(1) of the Resource Management Act 1991 and includes:
- (a) asbestos and asbestos containing material;
 - (b) refrigerant emissions, ozone depleting substances, and polychlorinated biphenyls; and
 - (c) any other illegal, detrimental, dangerous, combustible or unhealthy substance,
- and is to be interpreted as contaminants in any state, levels or concentrations that are unsafe or pose a danger, threat or risk to life, health and/or safety including as specified or determined in accordance with any prevailing national standards, Ministry of Health guidelines, occupational safety codes of practice and/or compliance or other applicable legislative or regulatory requirements from time to time.
- 1.6 “Crown” has the meaning given in section 2(1) of the Public Finance Act 1989.

DOCUMENTS

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

- 1.7 “Crown Organisation” means the Crown, all instruments of the His Majesty the King, and includes, but is not limited to:
- (a) offices of Parliament;
 - (b) the Reserve Bank of New Zealand, as continued under section 5 of the Reserve Bank of New Zealand Act 1989;
 - (c) the entities listed in Schedule 4 and Schedule 4A to the Public Finance Act 1989;
 - (d) the Crown entities as defined in section 7(1) of the Crown Entities Act 2004;
 - (e) state enterprises (as defined in the State-owned Enterprises Act 1986); and
 - (f) each local authority, as defined in section 5 of the Local Government Act 2002;
- 1.8 “Department” has the meaning given in section 2 of the Public Finance Act 1989.
- 1.9 “Education Purposes” means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.10 “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.
- 1.11 “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.
- 1.12 “Lessee’s property” includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.13 “Lessor Entity” has the meaning given to it in clause 32.4.
- 1.14 “Maintenance” includes repair.
- 1.15 “Mori Entity” means any of the following:
- (a) the trustee/s of the Mori Imi Settlement Trust;
 - (b) any party to whom Mori Imi Settlement Trust transfers or is entitled to transfer its interest in the Land under clause 28.5 of this Lease;
 - (c) any other party to whom the Mori Imi Settlement Trust transfers its interest in the Land where that party will hold or administer that interest for the benefit of Mori and its descendants; or
 - (d) any other party that the Lessee agrees is a Mori Entity.
- 1.16 “Ngāti Mutunga o Wharekauri Entity” means any of the following:
- (a) the trustee/s of Ngāti Mutunga o Wharekauri Iwi Trust;

DOCUMENTS

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

- (b) any party to whom Ngāti Mutunga o Wharekauri Iwi Trust transfers or is entitled to transfer its interest in the Land under clause 28.5 of this Lease;
- (c) any other party to whom Ngāti Mutunga o Wharekauri Iwi Trust transfers its interest in the Land where that party will hold or administer that interest for the benefit of Ngāti Mutunga o Wharekauri and its descendants; or
- (d) any other party that the Lessee agrees is a Ngāti Mutunga o Wharekauri Entity.

1.17 “Public Work” has the meaning given in section 2 of the Public Works Act 1981.

1.18 “Renewal Date” means the dates specified in Item 7 of Schedule A.

1.19 “Shared Redress Deed” means the shared redress deed dated [date] between the Crown, Ngāti Mutunga o Wharekauri and Moriori

1.20 “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 6.5% 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 3.4:

3.1 The proposed Annual Rent will be 6.5% of the Current Market Value of the Land as a School Site, as defined in clause 3.2

3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1 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 The rent review process will be as follows:

- (a) At any time during the period which starts three months before any Renewal Date and ends one year after any Renewal 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 Renewal 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, or does not serve a valid Dispute Notice disputing the proposed new rent within the timeframe specified in clause 3.4(c), the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.

DOCUMENTS

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

- (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 Renewal 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 Renewal Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
 - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of the date on which the parties agree to determine the new Annual Rent pursuant to clause 3.5(f)(ii) 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 Renewal Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Renewal Date.
- (m) The new Annual Rent may at the request of either party be recorded in a variation of this Lease. The reasonable costs associated with such variation will be the responsibility of the requesting party.

DOCUMENTS

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

- (n) Notwithstanding any other clause in this Lease, the Annual Rent payable from the relevant Renewal Date will not, in any case, be less than the Annual Rent payable as at the original Start Date of the Lease.

3A CPI Rent Review

3A.1 The Annual Rent will be adjusted on each CPI Rent Review Date to be the greater of:

- (c) the then current Annual Rent; and
- (d) an amount equal to the then current Annual Rent increased by an amount of the average increase in the CPI.

3A.2 In this clause 3A, "CPI" means the Consumer Price Index (all groups) as published by Statistics New Zealand (or any successor of its function) during the period which corresponds as nearly as possible to the period from the Commencement Date or the last CPI Rent Review Date (whichever is the later).

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 91 of the Land Transfer Act 2017 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.

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 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 (if any) in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

8 Interest

Subject to clauses 2.4 and 8A, 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

DOCUMENTS

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

8A Invoicing

Notwithstanding any other provision of this Lease:

- (a) any amount payable by the Lessee to the Lessor under this Lease will only be payable upon receipt by the Lessee of a valid invoice issued by or on behalf of the Lessor and including details of the account to which the Lessee is required to make payment;
- (b) the due date for payment of any such amounts will be the due date specified in the invoice, which will in any case be no less than five (5) Business Days from the date on which the invoice is issued; and
- (c) the Lessee shall not, under any circumstances, be in default under this Lease or be liable for interest under clause 8 by reason of non-payment by the Lessee of any amounts payable to the under this Lease where the Lessor has failed to satisfy the requirements of this clause 8A.

9 Permitted Use of Land

- 9.1 The Lessee will only use the Land for the Permitted Use.
- 9.2 Notwithstanding clause 9.1 the Lessee may seek the Lessor's written consent to vary the Permitted Use. The Lessor's consent will not be unreasonably withheld or delayed where the proposed Permitted Use is compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.
- 9.3 If the Lessee gives the Lessor written notice seeking the Lessor's consent to vary the Permitted Use the Lessee will use reasonable endeavours to, as soon as reasonably practicable, consult with the Lessor on the terms of any corresponding or consequential variations that either party may propose to the Lease, including (but not limited to) the amendment of clauses 3.2 and 22.1.

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. The Lessor will (at the Lessee's cost) take all such steps as the Lessee reasonably requires to enable the Lessee to require or maintain the designation(s).

11 Compliance with Law

- 11.1 The Lessee must at its own cost comply with the provisions of all relevant Legislation.
- 11.2 The Lessor will not do or omit to do anything, including failing to provide any consents, approvals, or signatures in respect of any matters that the Lessor is required to provide under this Lease, that may compromise or restrict the Lessee's ability to comply with clause 11.1. The Lessor indemnifies the Lessee, to the maximum extent permitted by law, from and against any and all losses, costs, damages, claims, proceedings, and

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2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

liabilities of any nature whatsoever which the Lessee may suffer, incur or become liable for arising directly or indirectly out of or in connection with any breach by the Lessor of its obligations under this clause 11.2.

12 Hazards

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

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly remedy, reinstate or otherwise return the state of the Land to a "fit for purpose" condition including by addressing any hazards for the protection of occupants of the site and eliminating or minimising (to the extent reasonably practicable) any hazards as soon as possible ("Remediation Works").

12.3 If:

- (a) the Lessee has given the Lessor written notice of circumstances requiring Remediation Works; and
- (b) the Lessor has not undertaken material steps in respect of the Remediation Works within a period of not less than 40 Business Days from the date of receipt of the Lessee's written notice,

then without prejudice to the Lessee's other rights and remedies expressed or implied in this Lease, the Lessee may, at its discretion in all things, by the Lessee's employees and contractors, with all necessary equipment and material at all reasonable times, execute the Remediation Works and recover the costs of doing so from the Lessor (including, without limitation, by way of set off against any amounts owing to the Lessor under this Lease).

12.4 Any Remediation Works undertaken by the Lessee under this clause 12 will not release the Lessor from any liability in respect of any breach of any expressed or implied covenant, condition or agreement contained in this Lease.

12.5 Notwithstanding clauses 12.3 and 12.4, upon the written request of either party given at any stage prior to completion of the Remediation Works, the parties will meet to consult and negotiate in good faith as to any matter concerning the Remediation Works, including which party is best placed to undertake the Remediation Works and the costs of the Remediation Works.

13 Damage or Destruction

13.1 Total Destruction

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

DOCUMENTS

2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

13.2 Partial Destruction

- (a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so as to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be. Clause 12.3 of the Lease will apply to the Lessor's repairs under this clause as if they were Remediation Works in respect of which the Lessee had given the Lessor written notice on the date of the damage.
- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
 - (i) the repair and reinstatement of the Land have been completed; and
 - (ii) the Lessee can lawfully occupy the Land.
- (d) If:
 - (iii) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
 - (iv) any necessary council consents shall not be obtainable,then the term will terminate with effect from the date that either such fact is established and notice is given by either party to terminate under this clause 13.2(c).

13.3 Natural Disaster or Civil Defence Emergency

- (c) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
 - (iii) such inability ceases; or
 - (iv) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (d) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
 - (iii) the relevant clause has applied for a period of 6 months or more; or

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2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

- (iv) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

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

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

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

14 Contamination

14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation. The Lessor will allow the Lessee and its agents or contractors such access to the Land as is reasonably required to satisfy this clause 14.1.

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.

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 (at the Lessee's cost) 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 Shared Redress Deed and the [Claims Redress] Act is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

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- 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. Subject to clause 16.3, the Lessor will (at the Lessee's cost) do all things reasonably required by the Lessee to give effect to the Lessee's rights under this clause 16.2.
- 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. The Lessor agrees that it will execute any documentation or do any things (at the Lessee's cost) reasonably required to give legal effect to those rights.
- 16.8 When this Lease ends the Lessee may, at the Lessee's option:
- (a) remove any Lessee's Improvements from the Land without the Lessor's consent; and/or
 - (b) leave any Lessee's Improvements or other Lessee's property on the Land, in which case the Lessee will only be required to leave the Land and the Lessee's Improvements in a clean and tidy condition (subject to fair wear and tear), but otherwise in such condition as they are in as the end of the Lease.
- 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.

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2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

18 Signs

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

19 Insurance

19.1 The Lessee is responsible for insuring or self-insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Organisation 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 and subletting

22.1 The Lessee may:

- (a) transfer (including by way of assignment or nomination) this Lease;
- (b) sublet the Premises; or
- (c) part with possession of the Premises;

22.2 for Education Purposes, without the Lessor's consent. The Lessee may otherwise:

- (a) transfer (including by way of assignment or nomination) this Lease;
- (b) sublet the Premises; or
- (c) part with possession of the Premises;

provided the Lessee obtains the Lessor's prior written consent, which will be given if the following conditions are fulfilled:

- (i) in the case of a transfer the Lessee proves to the reasonable satisfaction of the Lessor that the proposed assignee is (and in the case of a

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company that the shareholders of the proposed transferee are) respectable responsible and has the financial resources to meet the Lessee's commitments under this Lease;

- (ii) all rent and other money payable have been paid and there is not any significant existing material breach of any of the Lessee's covenants under this Lease;
- (iii) in the case of a transfer, a transfer or such other instrument in customary form approved or prepared by the Lessor is duly executed by the Lessee and delivered to the Lessor;
- (iv) the Lessee pays the Lessor's reasonable costs and disbursements in respect of:
 - (A) the approval and the preparation of any transfer instrument; and
 - (B) (if appropriate) all reasonable fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Lessor concerning any proposed transferee, sublessee or guarantor. All such costs shall be payable whether or not the transaction proceeds; and
- (v) the Lessee has complied with its obligations (if any) under section 40 of the Public Works Act 1981.

23 Occupancy by School Board

- 23.1 The Lessee has the absolute right to sublet to or otherwise permit a school board to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education and Training Act 2020 and otherwise consistent with this Lease.
- 23.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any school board occupying the Land.
- 23.3 A school board 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 a manner consistent with the Education and Training Act 2020 without the Lessor's consent.

24 Lessee Break Option

- 24.1 The Lessee may at any time and for any reason end this Lease as it relates to all or any part of the Land ("Surrendered Land") by giving not less than six months' notice in writing to the Lessor. At the end of the notice period ("Surrender Date") the Lease in respect of the Surrendered Land will end and the Lessee will pay the Break Fee calculated in accordance with clause 24.4 to the Lessor.
- 24.2 Where the Surrendered Land comprises part of the Land the Lessee must procure (if required and at its cost):
 - (a) a plan prepared by a registered surveyor identifying the Surrendered Land and the Land that remains subject to this Lease ("Balance Land"); and
 - (b) the registration of the partial surrender of the Lease on the fee simple and leasehold records of title.

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- 24.3 The adjusted Annual Rent payable in respect of the Balance Land from the Surrender Date will be a pro-rated proportion of the Annual Rent payable immediately before the Surrender Date (without any credit for any abatement that applies, or may apply, immediately before the Surrender Date), being the proportion that the area of the Balance Land bears to the total area of the Land.
- 24.4 For the purposes of clause 24.1, "Break Fee" means a further 12 months' rent in respect of the Surrendered Land. Where the Surrendered Land comprises part of the Land, the monthly rent payable in respect of the Surrendered Land will be calculated on the basis of a pro-rated proportion of the Annual Rent payable immediately before the Surrender Date (without any credit for any abatement that applies, or may apply, immediately before the Surrender Date), being the proportion that the area of the Surrendered Land bears to the total area of the Land ("Pro-rata Calculation").
- 24.5 The Lessor agrees to accept the Break Fee 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.
- 24.6 The Lessor and the Lessee will complete all tasks and actions necessary to give legal effect to the surrender at the Lessee's cost.

25 Breach

- 25.1 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.
- 25.2 The Lessor's obligations under clauses 10, 11.2, 13.2(a), 16.2 and 16.6 are essential terms of this Lease. If the Lessor breaches any of those obligations (including without limitation, by failing to provide a consent or take an action the Lessor is obligated to take) and fails to remedy that breach within 20 Business Days of receiving written notice from the Lessee specifying the breach, the Lessee may terminate this Lease by giving written notice to the Lessor with immediate effect. Any such termination will be without prejudice to any rights or remedies of either party that have accrued prior to the date of termination.

26 Notice of Breach

- 26.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 25.1 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:
- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
 - (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
 - (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

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- 26.2 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.

27 Renewal

- 27.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.
- 27.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

28 Right of First Refusal for Lessor's Interest

- 28.1 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.
- 28.2 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 Offer.
- 28.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 28.2 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.
- 28.4 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 28.1–28.4 (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.
- 28.5 The Lessor may dispose of the Lessor's interest in the Land to:
- (a) a fully owned subsidiary of the Lessor;
 - (b) a trust that is wholly controlled by the Lessor and (where the Lessor is a trust) which has purposes that are materially equivalent to the Lessor's purposes,

and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

29 Exclusion of Implied Provisions

- 29.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:
- (b) Clause 11 – Power to inspect premises.

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2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

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 by the parties to 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 6140

- 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 cost register this Lease under the Land Transfer Act 2017. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating the title to protect its interest in the Lease before registration.

34 Costs

Except as otherwise provided in this Lease, each party will pay its own costs of and incidental to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

35 Counterparts and Electronic Signatures

The parties agree that either party may sign this Lease electronically in two or more counterparts, all of which will together be deemed to constitute one and the same lease which may be sent to the other by email. If a party signs this Lease by electronic means, that party represents and warrants to the other party that the form of the electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.

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2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

36 Further Assurances

Each party will, within a reasonable time period, do all acts and things as may be reasonably requested by the other party to implement and carry out either party's obligations and rights under, and contemplated by, this Lease, including, without limitation, the approval and execution of all relevant documents and the provision of approvals or consents.

37 Lessor Severability

37.1 This clause 37 shall apply for as long as the Lessor under this Lease is a Ngāti Mutunga o Wharekauri Entity and a Moriori Entity and each such entity is a "Lessor Entity" for the purposes of this clause 37.

37.2 For so long as this clause 37 applies, the following additional clauses shall apply:

Interpretation

- (a) references to the "Lessor" in this Lease includes and binds each Lessor Entity jointly and severally and references to a "party" means the Lessor (acting jointly) and the Lessee, except as otherwise provided in this clause;

Annual Rent Payments (clause 2)

- (b) the Annual Rent and any other amounts payable by the Lessee to the Lessor under this Lease shall, except where the context otherwise requires, be payable to each Lessor Entity in such proportions as they hold the fee simple estate in the Land. For example, where the Lessor comprises two tenants in common holding $\frac{1}{2}$ shares in the fee simple estate in the Land, the Lessee will pay half the Annual Rent to each Lessor Entity;

Rent Review (clause 3)

- (c) for the purposes of clause 3.4:
 - (i) either Lessor Entity is a party that may give notice in accordance with clause 3.4(a) to initiate a rent review, or the Lessor Entities may give notice jointly;
 - (ii) any notices to be served under clause 3.4 must, if served by one Lessor Entity, be served on the Lessee and the other Lessor Entity, or if served by the Lessee, be served on both Lessor Entities;
 - (iii) each party receiving a notice under clause 3.4(a) shall be 'notified parties' for the purposes of clause 3.4;
 - (iv) references to a 'party' in clause 3.4 shall mean the Lessee and each Lessor Entity acting separately; and
 - (v) any reference to two valuers shall, if three valuers have been appointed, be read as references to three valuers;

Invoicing (clause 8A)

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- (d) in respect of any amounts payable to or recoverable by one Lessor Entity under this Lease, invoices to be issued under clause 8A will be issued by the relevant Lessor Entity;

Lessor Consent

- (e) where the Lessee is required to obtain the Lessor's consent to any matter under this Lease, the consent of both Lessor Entities shall be required, provided that each Lessor Entity must comply with any requirements of the relevant clause in respect of giving that consent, including (without limitation) not unreasonably withholding or delaying consent;

Lessor Indemnity (clause 11.2)

- (f) notwithstanding clause 11.2, a Lessor Entity shall not be liable to indemnify the Lessee in respect of any losses, costs, damages, claims, proceedings, and liabilities which the Lessee may suffer, incur or become liable for which is solely attributable to the breach by the other Lessor Entity of its obligations under clause 11.2 and each Lessor Entity shall be severally liable in respect of any such costs, damages, claims, proceedings, and liabilities that are attributable solely to one Lessor Entity;

Hazards (clause 12.3)

- (g) where the Lessee is entitled to recover costs from the Lessor under clause 12.3, it shall seek recovery of such costs from each Lessor Entity in equal proportions unless the parties otherwise agree;

Partial Destruction (cl 13.2)

- (h) for the purposes of clause 13.2(c)(i), "Lessor" means the Lessor Entities acting jointly;

Mortgagee Acknowledgement (clause 16.5)

- (i) each Lessor Entity that proposes to grant a mortgage or charge over its interest in the Land will separately procure any written acknowledgement required under clause 16.5;

Lessee Break Fee (clause 24.1)

- (j) any Break Fee payable by the Lessee under clause 24.1 shall be paid to each Lessor Entity in the same proportions as the annual rent is payable under clause 37.2(b);

Breach (clause 25.2)

- (k) for the avoidance of doubt, a breach under clause 25.2 that arises where only one Lessor Entity has failed to fulfil its obligations under this Lease shall still constitute a breach by the Lessor to which clause 25.2 applies;
- (l) the parties agree that clauses 37.3 and 37.4 will apply to any breach to which clause 37.2(k) applies;

Right of First Refusal (clause 28)

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2.2: KAINGAROA SCHOOL SITE (LAND ONLY) GROUND LEASE

- (m) clause 28 shall apply separately to each Lessor Entity's interest in the Land, and clause 28.5 shall be construed accordingly;

Disputes (clause 31)

- (n) any disputes to be resolved by arbitration shall be referred to the arbitration of three arbitrators (one to be appointed by the Lessee and one by each Lessor Entity), unless the Lessor Entities agree to jointly appoint an arbitrator;

Costs (clause 34)

- (o) each 'party' for the purposes of clause 34 means each Lessor Entity severally, such that the Lessor Entities shall each be liable for their own costs under clause 34;

Further Assurances (clause 36)

- (p) each 'party' under clause 36 means each Lessor Entity;

Notices

- (q) a notice to be issued or action to be taken by the Lessor is only valid if duly executed by both Lessor Entities except as otherwise provided in this clause;
- (r) a notice to be issued to the Lessor will be issued to both Lessor Entities; and
- (s) notwithstanding clause 37.2(q), the Lessee will be entitled to rely on any notice that the Lessee believes, acting reasonably, was duly executed by both Lessor Entities and no notice will be invalidated by sole reason of a defect or irregularity in the method of execution by one or more Lessor Entities.

37.3 Where clause 37.2 applies, despite anything expressed or implied in this Lease, the Lessee will not exercise its rights under clause 25.2 unless the Lessee has first given both Lessor Entities written notice of the breach on which the Lessee relies (**Default Notice**) and given the Lessor Entities an opportunity to remedy the breach as provided below:

- (a) by either Lessor Entity paying the Lessee all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by either Lessor Entity (where the Lessor Entity is capable of remedying the relevant breach) undertaking in writing to the Lessee within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; and

where either Lessor Entity remedies the breach in one of the ways set out above or any other way which the Lessee, in its sole discretion, deems satisfactory, the Lessee will not be entitled to rely on the breach specified in the Default Notice and the Lease will continue as if no such breach had occurred.

37.4 The Lessee will consider, in good faith, any proposals from either Lessor Entity as to how a breach can be satisfactorily addressed short of remedying that breach, provided that nothing in this clause shall be taken to require the Lessee to adopt any such proposal or shall prevent the Lessee from exercising its rights under clause 25.2.

3. DEED OF ACCESSION

[INSERT NAME OF ACCEDING PARTY]

and

THE CROWN

**RĒKOHU WHAREKAURI SHARED REDRESS DEED
RELATING TO THE INTERESTS OF
MORIORI AND NGĀTI MUTUNGA O WHAREKAURI:**

DEED OF ACCESSION

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3: DEED OF ACCESSION

DEED OF ACCESSION

THIS DEED is made between

[INSERT NAME OF ACCEDING PARTY]

and

THE CROWN

BACKGROUND

- A. **[Signing parties]** and the Crown entered into the Rēkohu Wharekauri Shared Redress Deed Relating to the Interests of Moriori and Ngāti Mutunga o Wharekauri dated 16 September (the “**shared redress deed**”).
- B. **[Acceding party]** had not signed the shared redress deed.
- C. Part 7 of the shared redress deed provides for accession by **[acceding party]** to the shared redress deed once those approvals have been obtained and the Crown is satisfied with them.

IT IS AGREED as follows:

1 ACCESSION

- 1.1 The acceding party accedes to the shared redress deed.
- 1.2 **[Acceding party]** and the Crown record that this is the deed of accession for the purposes of part 7 of the shared redress deed.

2 INTERPRETATION

- 2.1 Unless the context requires otherwise -
 - 2.1.2 other terms or expressions defined in the shared redress deed have the same meanings in this deed; and

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3: DEED OF ACCESSION

2.1.3 the rules of interpretation in the shared redress deed apply (with all appropriate changes) to this deed.

SIGNED as a deed on

SIGNED for and on behalf

of [**ACCEDING PARTY**] by

WITNESS

Name:

Occupation:

Address:

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3: DEED OF ACCESSION

SIGNED for and on behalf of **THE CROWN**
in right of New Zealand by

the Minister for Treaty of Waitangi
Negotiations in the presence of –

[name]

WITNESS

Name:

Occupation:

Address: