

**THE TRUSTEES OF THE PORT NICHOLSON BLOCK
SETTLEMENT TRUST**

and

THE CROWN

**DEED TO AMEND THE
TARANAKI WHĀNUI KI TE UPOKO O TE IKA
DEED OF SETTLEMENT**

DEFINITIONS AND INTERPRETATION

3. Unless the context otherwise requires:

3.1 **amendment legislation** means:

- (a) a Māori Purposes Bill proposed by the Crown for introduction to the House of Representatives that includes a provision or provisions to amend the settlement legislation by authorising the transfer of Thorndon School as a deferred selection property to the governance entity in accordance with the Deed of Settlement; and
- (b) if that bill is passed, the resulting Act;

3.2 **Thorndon School** means the property described in Schedule 4;

3.3 terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and

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

COUNTERPARTS

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

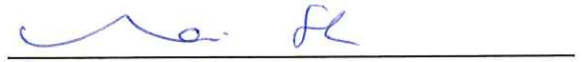
SIGNED as a deed on the 19 day of DECEMBER 2018

SIGNED for and on behalf of)
THE CROWN by the Minister for)
Māori Crown Relations: Te Arawhiti,)



in the presence of:)

Honourable Kelvin Glen Davis



Signature of Witness

MARIAN SMITH

Witness Name

DIRECTOR

Occupation

REIKORANGI, WAIKAWAE

Address

SIGNED by the trustees of the PORT NICHOLSON BLOCK SETTLEMENT TRUST

SIGNED by Neville McClutchie Baker



as trustee, in the presence of:

Neville McClutchie Baker



Signature of Witness



Witness Name



Occupation



Address

SIGNED by John Fredrick Coffey



as trustee, in the presence of:

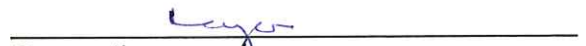
John Fredrick Coffey



Signature of Witness



Witness Name



Occupation

Auckland
Address

SIGNED by Holden Brent Hohaia

as trustee, in the presence of:


Holden Brent Hohaia

M. Zhe
Signature of Witness

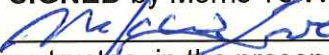
Michelle
Witness Name

Legal
Occupation

Auckland
Address

SIGNED by Morris Te Whiti Love

as trustee, in the presence of:


Morris Te Whiti Love

William Makea
Signature of Witness

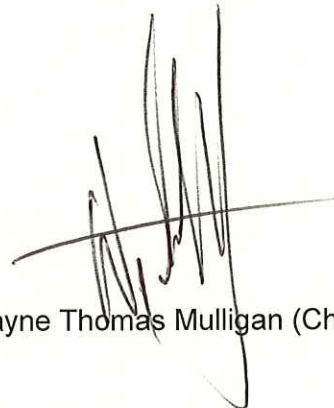
William Makea
Witness Name

Finance Manager
Occupation

Kilbirnie, Wellington
Address

SIGNED by Wayne Thomas Mulligan

as trustee, in the presence of:


Wayne Thomas Mulligan (Chair)

William Makea
Signature of Witness

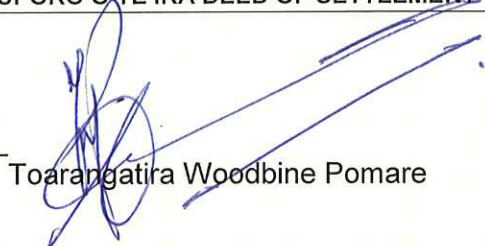
William Makea
Witness Name

Finance Manager
Occupation

Kilbirnie, Wellington
Address

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

SIGNED by Toarangatira Woodbine Pomare



as trustee, in the presence of:

Toarangatira Woodbine Pomare

M Ehu
Signature of Witness

Wale McEwen
Witness Name

Coys
Occupation

Auckland
Address

SIGNED by Mahina Puketapu



as trustee, in the presence of:

Mahina Puketapu

M Ehu
Signature of Witness

Wale McEwen
Witness Name

Coys
Occupation

Auckland
Address

SIGNED by Ihakara James Puketapu-Dentice



as trustee, in the presence of:

Ihakara James Puketapu-Dentice

M Ehu
Signature of Witness

Wale McEwen
Witness Name

Coys
Occupation

Auckland
Address

Schedule 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Current reference	Amendment
Provisions Schedule	
Paragraph 4.1	<p>Add the following definition for “amendment legislation” after the definition for “actual DSP settlement date”:</p> <p>“amendment legislation means:</p> <p>(a) a Māori Purposes Bill proposed by the Crown for introduction to the House of Representatives that includes a provision or provisions to amend the settlement legislation by authorising the transfer of Thorndon School to the governance entity in accordance with the deed; and</p> <p>(b) if that bill is passed, the resulting Act;”</p>
Paragraph 4.1	<p>Add the following definition for “commencement date for Thorndon School” after the definition for “arbitrator”:</p> <p>“commencement date for Thorndon School means the date that is 10 business days after the date on which the amendment legislation comes into force in relation to Thorndon School;”</p>
Paragraph 4.1	<p>Amend the definition for “deferred notice period” by deleting subparagraph (b) and replacing it with the following:</p> <p>“(b) a leaseback property that is not Thorndon School, the period of 10 years from the settlement date; and</p> <p>(c) Thorndon School, the period of two years from the commencement date for Thorndon School;”</p>
Paragraph 4.1	<p>Amend the definition for “leaseback property” by adding the words “and Thorndon School” to the end of the definition</p>

Paragraph 4.1	Delete the definition for “ outstanding terms ” and replace it with the following: “ outstanding terms , in relation to a ground lease for a leaseback property that is not Thorndon School, has the meaning given to it in paragraph 4.49;”
Paragraph 4.1	Amend the definition for “ selected leaseback property ” by adding the words “or paragraph 4.4.3” to the end of this definition
Paragraph 4.1	Add the following definition for “ Thorndon School ” after the definition for “ terms of transfer ”: “ Thorndon School means the deferred selection property in subpart I;”
Paragraph 4.4.2	Add the words “that is not Thorndon School” after the words “a leaseback property” in the first line and in the second line and delete the full stop at the end of the paragraph and replace it with “; or”
Paragraph 4.4.2(b)	Add the words “, excluding Thorndon School,” after the words “notice of interest” in the second line
New paragraph 4.4.3	Add the following new paragraph after paragraph 4.4.2(b): “4.4.3 Thorndon School, at any time in the period of two years from the commencement date for Thorndon School.”
Paragraph 4.9	Add the following words after the words “under subpart F”: “or, in relation to Thorndon School, on the terms set out in the lease headed “Ground Lease for Thorndon School” in the leaseback schedule,”
Paragraph 4.19.3	Add the words “that is not Thorndon School” after the words “to a leaseback property” in the first line
Paragraph 4.30.2(b)	Add the words “that is not Thorndon School” after the words “is a leaseback property”
New paragraph 4.30.2(c)	Add the following paragraph after paragraph 4.30.2(b): “(c) if the property is Thorndon School, its market rental for the ground lease for that property (set out in the leaseback schedule); and”

<p>New paragraph 4.51A</p>	<p>Add the following paragraph after paragraph 4.51:</p> <p>“THORNDON SCHOOL</p> <p>4.51A To avoid doubt, this subpart does not apply to Thorndon School. The terms of the ground lease for Thorndon School, except for its rental which is to be agreed or determined under subpart E, are set out in the lease headed “Ground Lease for Thorndon School” in the leaseback schedule.”</p>
<p>Paragraph 4.53.1(a)(ii)</p>	<p>Delete the words “leasehold property” and replace them with the words “leaseback property that is not Thorndon School”</p>
<p>New paragraph 4.53.1(a)(iii)</p>	<p>Add the following paragraph after paragraph 4.53.1(a)(ii):</p> <p>“(iii) if the property is Thorndon School, the lease to the land holding agency for that property in the leaseback schedule; and”</p>
<p>Part 4, subpart H</p>	<p>In the column headed “Value of property for purposes of paragraph 4.4.2” for the property named “Wellington District Court”, replace the value with:</p> <p>“\$6,500,000”</p>
<p>Part 4, subpart H</p>	<p>In the column headed “Legal description” for the property named “Hutt Valley High School”, add the following:</p> <p>“0.1275 hectares, more or less, being Lots 3 and 4 DP 8552. All CFR WN391/50.”</p>
<p>Part 4, subpart H</p>	<p>In the column headed “Legal description” for the property named “Northland School”, delete the legal description and replace it with the following:</p> <p>“0.5569 hectares, more or less, being Sections 73 and 74 Karori District. All CFR WNC4/962.”</p>
<p>Part 4, subpart H</p>	<p>In the column headed “Legal description” for the property named “Te Aro School”, delete the legal description and replace it with the following:</p> <p>“1.09 hectares, approximately, being Section 434 and Part Sections 432 and 433 Town of Wellington. Part GN B492166.2. Subject to survey.</p> <p>0.4092 hectares, more or less, being Part Town Belt Town of Wellington. Balance CFR WN532/106.”</p>

Part 4, subpart H (page 72)	Delete all of the property details in the six columns for the property named "Wellington Girls' College" and replace with the property details in Schedule 3
Part 4, new subpart I	Add subpart I after subpart H as set out in Schedule 4
Part 8	Amend the definition for " deferred selection property " by adding the words "or subpart I" after the words "in subpart H"
Part 8	Amend the definition of " land holding agency " by adding the words "or subpart I" after the words "in subpart H"
Documents Schedule	
New part 6A	Add the plan labelled "Thorndon School & Wellington Girls' College" in Schedule 5 as new part 6A immediately after part 6
RFR Land Schedule	
Right of First Refusal Properties – General	The properties described in Schedule 2 are added to the table titled "Right of First Refusal Properties – General"
Ministry of Education, Gracefield School (page 241)	Replace the legal description with the following legal description: "2.0432 hectares, more or less, being Section 53 Block LVII Hutt Valley Settlement. Balance CFR WN808/90. 0.0053 hectares, more or less, being Lot 3 DP 18769. All <i>Gazette</i> 1969 page 1470."
Ministry of Education, Hutt Valley High School (page 242)	Add the following to the legal description: "0.1275 hectares, more or less, being Lots 3 and 4 DP 8552. All CFR WN391/50."

<p>Ministry of Education, Te Aro School</p> <p>(page 251)</p>	<p>Replace the legal description with the following to the legal description:</p> <p>“1.09 hectares, approximately, being Section 434 and Part Sections 432 and 433 Town of Wellington. Part GN B492166.2. Subject to survey.</p> <p>0.4092 hectares, more or less, being Part Town Belt Town of Wellington. Balance CFR WN532/106.”</p>
<p>Ministry of Education, Wellington Girls' College</p> <p>(page 253)</p>	<p>Delete the legal description and replace it with the legal description for this property in column 3 of the table in Schedule 3.</p>
<p>Transit New Zealand properties Tinakori Road; - Land</p> <p>(page 414)</p>	<p>Replace the legal description with the following legal description</p> <p>“0.4318 hectares more or less being Pts Sec 570 Town of Wellington, Pts Sec 569 Town of Wellington, Pt Lots 1 & 2 DP 17025, Pt Lot 1 DP 11247, Pt Lots 1, 2 & 3 DP 4805, Pt Lots 1, 2 & 3 DP 5468, Pt Sec 566 Town of Wellington, Pt Lots 1 & 2 DP 6747, Pt Lot 3 DP 6485, Pt Lots 4 & 5 DP 6747, Pt Lots 1 - 6 DP 8738, Pt Lots 1 & 2 DP 9248, Pt Lot 2 DP 3923, Pt Lots 1 & 2 DP 4929, Pt Lot 1 A Plan 893, Pt Sec 549 Town of Wellington, Pt Lots 1 & 2 DP 6008, Pt Lot 8 DP 383, Pts Lot 7 DP 383, Pts Lot 4 DP 5056 & Lot 3 DP 5056. Area subject to survey”</p>
<p>Ministry of Education, Kimi Ora School</p> <p>(page 243)</p>	<p>Delete this property from the RFR land schedule</p>
<p>Ministry of Education, Thorndon School</p> <p>(page 251)</p>	<p>Delete the legal description and replace it with the legal description for this property in column 3 of the table in Schedule 4</p>
<p>LEASEBACK SCHEDULE</p>	
	<p>Add the lease for the property named “Thorndon School” in Schedule 6 to the leaseback schedule</p>

Schedule 2

RIGHT OF FIRST REFUSAL PROPERTIES

Agency	Property name / Agency ID	Legal descriptions
Ministry of Education	Waiwhetu Kindergarten	0.4007 hectares, more or less, being Lot 1 DP 319038. All CFR 74498. 0.1356 hectares, more or less, being Lot 3 DP 319038. All CFR 74500.
New Zealand Transport Authority	Hill Street property / SAP 88260182	0.0057 hectares, approximately, being part Lot 1 DP 10535. Part <i>Gazette</i> 1967 page 85. Subject to survey.
New Zealand Transport Authority	17 Abel Smith Street / SAP 88323051	0.0376 hectares, more or less, being Section 1 SO 441112. All CFR 554592.
New Zealand Transport Authority	23A Kensington Street / SAP 88260230	0.0120 hectares, more or less, being Part Lots 10 and 11 DP 1349. All CFR 569107.
New Zealand Transport Authority	23 Kensington Street / SAP 88260230	0.0061 hectares, more or less, being Sections 28 and 29 SO 385020. Part CIR 480641.

Schedule 3

PROPERTY DETAILS FOR WELLINGTON GIRLS' COLLEGE

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

Land holding agency	Property name	Legal description	Address	Valuation	Value of property for purposes of paragraph 4.4.2
LEASEBACK PROPERTIES					
Ministry of Education	Wellington Girls' College	<p>Wellington Land District – Wellington</p> <p>0.0273 hectares, more or less, being Part Section 584 Town of Wellington. All Proc 4947.</p> <p>0.0356 hectares, more or less, being Lots 1, 2 and 3 DP 6786. All Proc 3803.</p> <p>0.2795 hectares, more or less, being Part Section 595 Town of Wellington. All CFR WN287/169.</p> <p>Part Reserve 2 City of Wellington. Part CFR WN1/205.</p> <p>0.0840 hectares, more or less, being Part Lot 1 Plan A/1655. Balance Proc 3545.</p> <p>0.0964 hectares, more or less, being Part Lot 1 Plan A/1655. All Proc 3559.</p> <p>0.0026 hectares, more or less, being Part Section 595 Town of Wellington. All Gazette 1963 page 295.</p>	Pipitea Street	Separately valued	\$13,800,000

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

	<p>0.1037 hectares, more or less, being Part Reserve 2 City of Wellington. All Proc 516721.</p> <p>0.0961 hectares, more or less, being Part Reserve 2 City of Wellington. All Proc 4931.</p> <p>Part Sections 585, 586 and 595 Town of Wellington. Part CFR WN401/294 (limited as to parcels).</p> <p>0.0195 hectares, more or less, being Lot 1 DP 6748. All GN 769737.</p> <p>0.0200 hectares, more or less, being Lot 2 DP 6748. All GN 781992.1.</p> <p>0.0357 hectares, more or less, being Lot 9 DP 861. All GN 816120.</p> <p>0.0486 hectares, more or less, being Part Lots 1 and 8 DP 861. All GN 843902.</p> <p>0.0271 hectares, more or less, being Part Lots 1, 2 and 8 DP 861. All Proc 5205.</p> <p>0.0483 hectares, more or less, being Part Lots 1 and 2 DP 861. All GN 784567.</p> <p>0.0843 hectares, more or less being Closed Road as shown</p>	

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

	<p>on SO 25534. All Proc 575531.</p> <p>Lot 1 DP 10348, Parts Lot 2 DP 9787, Part Lot 1 Plan A/1202 and Lot 1 DP 9787. Part CFR 779937.</p> <p>0.0169 hectares, more or less, being Part Section 585 Town of Wellington. All Proc 4544.</p> <p>0.0156 hectares, more or less, being Lot 1 Deeds Plan 590. All Proc 450145.</p> <p>0.0112 hectares, more or less, being Lot 2 Deeds Plan 590. All Proc 5353.</p> <p>0.0120 hectares, more or less, being Lot 3 Deeds Plan 590. All Proc 474444.</p> <p>0.0117 hectares, more or less, being Lot 4 Deeds Plan 590. All Proc 476855.</p> <p>0.0118 hectares, more or less, being Lot 5 Deeds Plan 590. All Proc 479955.</p> <p>0.0117 hectares, more or less, being Lot 6 Deeds Plan 590. All CFR WN562/149.</p> <p>0.0115 hectares, more or less, being Lot 7 Deeds Plan 590. All CFR WN560/79.</p>		
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Schedule 4

I DEFERRED SELECTION PROPERTY - THORNDON SCHOOL

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

LEASEBACK PROPERTY				
Land holding agency	Property name	Legal description	Address	Valuation
Ministry of Education	Thorndon School	<p>Wellington Land District – Wellington</p> <p>0.4080 hectares, more or less, being Lot 1 Plan A/2947, Lot 11 Deeds Plan 27, Part Lot 13 Deeds Plan 27, Lot 17 Deeds Plan 27, Lot 1 DP 4659, Lot 1 DP 5859, Lot 1 DP 5443, Part Lot 1 Plan A/648, Lot 1 DP 808, Lot 1 DP 76023, Part Lot 15 DP 861 and Lot 2 DP 352333. All CFR 782453.</p> <p>Part Lots 10, 11 and 12 DP 861. Part CFR WN441/283.</p> <p>Part Lot 1 A/1202. Part CFR 779937.</p> <p>Part Section 586 Town of Wellington. Part CFR WN401/294 (limited as to parcels).</p> <p>Part Reserve 2 City of Wellington. Part CFR WN1/205.</p> <p>0.0782 hectares, more or less, being Lots 22 and 24 Deeds Plan 27. All GN 866350.</p>	20 Turnbull Street	Separately valued

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

	<p>0.0347 hectares, more or less, being Lot 20 Deeds Plan 27. All GN 898025.</p> <p>All subject to survey. Total area to be approximately 0.6297 hectares, as shown shaded in green on the Thorndon School & Wellington Girls' College plan in part 6A of the document schedule.</p> <p>Note: There is a land swap expected to occur in early 2019. This will result in the area shaded yellow on the Thorndon School & Wellington Girls' College plan (0.0022 hectares) being removed from Thorndon School and the area hatched in red on the Thorndon School & Wellington Girls' College plan (0.0142 hectares) being added. Total area for the school would be approximately 0.7047 hectares.</p>		
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Schedule 5

6A THORNDON SCHOOL & WELLINGTON GIRLS' COLLEGE PLAN



Schedule 6

GROUND LEASE FOR THORNDON SCHOOL

DEED TO AMEND THE TARANAKI WHĀNUI KI TE UPOKO O TE IKA DEED OF SETTLEMENT

Approved by the Registrar-General of Land under number 2018/3082

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)



Land registration district

Wellington

Record(s) of Title	All/part	Area/Description of part

Lessor

Surname must be underlined

[THE TRUSTEES OF THE PORT NICHOLSON BLOCK SETTLEMENT TRUST] [*NAMES TO BE INSERTED*]

Lessee

HER MAJESTY THE QUEEN for education purposes

Estate or Interest

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

Fee simple

Term

See Annexure Schedule

Rental

See Annexure Schedule

Grant and Terms of Lease

If required, set out the terms of lease in Annexure Schedule(s)

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(s) of Title for the above Term and at the above Rental and on the Terms of Lease set out in the Annexure Schedule(s).

Dated this day of

Attestation

<p>_____ [INSERT]</p> <p>_____ [INSERT]</p>	<p>Signed in my presence by the Lessor</p> <p>_____ <i>Signature of witness</i></p> <p>Witness name: Occupation: Address:</p> <p>_____ <i>Signature of witness</i></p> <p>Witness name: Occupation: Address:</p>
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<p>[INSERT]</p>	<p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>[INSERT]</p>	<p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>[INSERT]</p>	<p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>[INSERT]</p>	<p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>[INSERT]</p>	<p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>[INSERT]</p>	<p>_____ <i>Signature of witness</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

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PORT NICHOLSON BLOCK SETTLEMENT
MINISTRY OF EDUCATION

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

The Lessor has agreed to lease the Land to the Lessee on the terms and conditions hereinafter appearing

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

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

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

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

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SCHEDULE A

ITEM 1 THE LAND

[]

ITEM 2 THE COMMENCEMENT DATE

[Date]

ITEM 3 ANNUAL RENT

[\$] plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the [Date] day of [Month & Year].

ITEM 4 TERM OF LEASE

21 years.

ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates or levies payable to any local or territorial authority, excluding only taxes levied against the Lessor in respect of its interest in the Land;
- 5.2 All charges relating to the repair and maintenance of any Lessee Improvements as hereafter described (whether of a structural nature or not);
- 5.3 The cost of all ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas;
- 5.4 Carparking area maintenance and repair;
- 5.5 All costs associated with the repair, maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Uses referred to in clause 2.8.

ITEM 7 RIGHT OF RENEWAL

Rights of renewal of 21 years each forever from the [Date], and each 21st yearly anniversary after that date, subject to clause 4.1(e)(ii)

ITEM 8 RENT REVIEW DATES

Seven yearly from the Commencement Date.

ITEM 9 LESSEE'S IMPROVEMENTS

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

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

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ITEM 11

CLAUSE 2.18(c) NOTICE

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

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

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

The Lender acknowledges that prior to the date it advanced moneys to the Lessor under a security ("the Security") given by the Lessor over the land described in the Schedule below ("the Land") it had notice of and agreed to be bound by the provisions of clause 2.18(c) of the Lease of the Land and that in particular it agrees that notwithstanding any provision of the Security to the contrary and irrespective of how any Lessee's Improvement is annexed to the Land it:

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

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

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SCHEDULE B

1. DEFINITIONS

1.1

- (a) The expression "**the Lessor**" includes and bind:
- (i) the persons executing this Lease as Lessor; and
 - (ii) any Lessor for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.
- (b) The expression "the Lessee" shall include and bind:
- (i) the person executing this Lease as Lessee;
 - (ii) all the Lessees for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally.
- (c) Words importing the singular or plural number shall include the plural or singular number respectively.

1.2 "Board" means a Board of Trustees constituted under Part 9 of the Education Act 1989.

1.3 "Crown" has the meaning given to it in section 2(1) of the Public Finance Act 1989 and includes:

- (a) Her Majesty the Queen in right of New Zealand; and
- (b) all Ministers of the Crown and all Departments.

1.4 "Crown Body" means:

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

and includes

- (e) a subsidiary of, or related company to, a company or body referred to in (d).

1.5 "Department" has the meaning given to it in s 2 of the Public Finance Act 1989.

1.6 "Education Act 1989" means the Education Act 1989.

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

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- 1.7 "Government Work" means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by or under the control of the Crown or any Minister of the Crown for any public purpose.
- 1.8 "The Land", "The Commencement Date", "Annual Rent", "Term of the Lease", "Lessee's Outgoings" and "Permitted Use" have the meanings ascribed to them in Schedule A.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent or sublessee or licensee of the Lessee prior to or after the commencement of this Lease including those listed in Item 10 of Schedule A.
- 1.10 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under the provisions of this Lease.
- 1.11 A "property occupancy document" means a notice specifying the terms and conditions subject to which a Board occupies land and buildings, issued by the Secretary for Education pursuant to clause 35 of Schedule 6 of the Education Act 1989 and includes a Licence to occupy or other agreement granted under those provisions.
- 1.12 "State School" has the meaning given to it in the Education Act 1989.
- 1.13 "Working Days" means those days of the week when trading banks are open for business in Wellington, excluding days in the period commencing on the 24th day of December in any year and ending on the 12th day of January in the following year, both days inclusive.
- 1.14 References to a statute include references to regulations, orders, rules or notices made under that statute, and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute or regulation, consolidation, re-enactment, substitution or otherwise.
- 1.15 The term "to Sublet" shall include the granting of a licence to occupy the Land or part thereof, and "subletting" and "sublease" shall be construed accordingly.

2. LESSEE'S COVENANTS

2.1 Payment of Annual Rent

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

2.2 Rent Review

- (a) The Annual Rent shall be reviewable as at each Rent Review Date to an annual rent equivalent to 7.00% of:
- (i) the value the Land as vacant land in an unsubdivided state assessed in accordance with its underlying zoning; and
 - (ii) the value of any Lessor's property on the Land.

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For the avoidance of doubt, any Lessee's Improvements shall be entirely excluded from the assessment of Annual Rent.

- (b) The Annual Rent payable from each Rent Review Date shall be determined as follows:
- (i) Either party (the "Initiator") may commence a review by not earlier than three months prior to a Rent Review Date and not later than one year after any Rent Review Date, giving written notice to the other party ("Recipient") specifying the sum considered by the Initiator to be the current market rent for the Land as at the Rent Review Date ("Initiator's Notice").
 - (ii) If, by written notice to the Initiator within 20 Working Days after receipt of the Initiator's Notice, the Recipient disputes the current market rent for the Land proposed by the Initiator is the current market rent for the Land ("Recipient's Notice"), then the current market rent for the Land will be determined in accordance with the provisions of clause 2.2(c).
- (c) Immediately following receipt by the Initiator of the Recipient's Notice, the parties shall endeavour to agree upon the Annual Rent, but if agreement is not reached within 20 Working Days then the current market rent for the Land (new rent) may be determined either:
- (i) by one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - (ii) if the parties so agree, by registered valuers acting as experts and not as arbitrators as follows:
 - (1) each party shall appoint a valuer and give written notice of the appointment to the other party within 20 Working Days of the parties agreeing to so determine the new rent;
 - (2) the valuers appointed, before commencing their determination shall appoint an umpire who shall be a registered valuer or solicitor of the High Court. In the event the valuers fail to agree upon an umpire, the appointment of an umpire shall be made by the President of the Arbitrators Institute of New Zealand Incorporated on the joint application of the valuers.
 - (iii) the valuers shall determine the Annual Rent of the Land and if they fail to agree then the Annual Rent shall be determined by the umpire;
 - (iv) each party shall be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and the valuers or the umpire as the case may be shall have regard to any such representations but not be bound thereby;
 - (v) when the Annual Rent has been determined, the umpire or the valuers shall give written notice thereof to the parties. Any umpire notice shall provide how the costs of the

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determination shall be borne and such provisions shall be binding on the parties. Where the Annual Rent is determined by the parties' valuers and not the umpire, the parties shall pay their own costs.

- (d) The Annual Rent so determined or accepted:
- (i) shall, not, in the case of a rent review during the initial term of this Lease, be less than the Annual Rent payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rent payable at the commencement of such subsequent term; and
 - (ii) shall be the Annual Rent from the Rent Review Date or the date of the Initiator's Notice if such notice is given later than 12 months' after the Rent Review Date.
- (e) Pending the determination of the Annual Rent, the Lessee if it is the Crown or a Crown Body shall from the relevant review date, or from the date of service of the Initiator's notice if such notice is served later than twelve (12) months after the relevant review date, until the determination of the current market rent of the Land pay an interim annual rent ("Interim Rent") equivalent to that payable immediately prior to the Rent Review Date: however if the Lessee is not the Crown or a Crown Body it will pay the interim rent as follows:
- (i) if both parties supply a registered valuer's certificate substantiating the current market rent of the Land proposed by each party, the Interim Rent shall be based on the average of the two rents proposed by the parties; or
 - (ii) if only one party supplies a registered valuer's certificate substantiating the current market rent of the Land proposed, the Interim Rent shall be based on the current market rent of the Land substantiated in that certificate; or
 - (iii) if no registered valuer's certificates are supplied, the Interim Rent payable shall be the rent payable immediately prior to the relevant Rent Review Date; and
 - (iv) upon determination of the new Annual Rent, any appropriate adjustment will be made.
- (f) The rent review, at the option of either party, may be recorded in a variation of this Lease.
- (g) If any moratorium or other law, act or regulation that applies to this Lease has the effect of postponing any periodic review of Annual Rent as at the Rent Review Date, then if and whenever such moratorium is lifted or the law, act or regulation is repealed or amended so as to permit the Annual Rent to be reviewed, then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, act or regulation is repealed or amended to the intent that the rent review shall establish the Annual Rent as at such date and not as at the postponed Rent Review Date, but any subsequent rent review shall take place on the next following Rent Review Date.

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2.3 Payment of Lessee's Outgoings

- (a) The Lessee shall pay the Lessee's Outgoings in respect of the Land which are specified in Item 5 of Schedule A direct to the creditors concerned.
- (b) The Lessee's liability to pay Lessee's Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.

2.4 Valuation Roll

Where this lease is registered under section 91 of the Land Transfer Act 2017 and is for a term of not less than 10 years (including renewals):

- (a) the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer in respect of the Land; and
- (b) the Lessee will be responsible for payment of rates accordingly.

2.5 Utility Charges

The Lessee shall promptly pay to the relevant authority or supplier all charges for water, sewage, drainage, electricity, gas, telephone, rubbish collection and all utility and other services connected or supplied to the Land if separately metered or charged in respect of the Land, and:

- (a) if any utility or service is not separately charged in respect of the Land then the Lessee shall pay a fair and reasonable proportion;
- (b) the Lessor may vary the proportion of any utility charge payable to ensure that the Lessee pays a fair and reasonable proportion;
- (c) if required to do so by the Lessor or any Authority the Lessee shall at the lessee's own expense install any meter or other measuring device necessary for the proper measurement of the charges for any utility or other services supplied to the Land.

2.6 Goods and Services Tax

The Lessee shall pay to the Lessor or as the Lessor shall direct the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee hereunder. The GST in respect of the Annual Rent shall be payable on each occasion when any rent payment falls due for payment and in respect of any other payments shall be payable on demand.

2.7 Interest

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

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entitled to recover such interest in the same manner as if it were Annual Rent in arrears.

2.8 Permitted Uses of Land

Primary Use

(a) The Land may be used for education purposes.

Subsidiary Use

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

- (i) any other Government Work;
- (ii) any use undertaken, established, managed, operated or maintained by a Crown Body for any public purpose;
- (iii) any use of the whole or any part of the Land consented to by the Lessee as sublessor under clause 4.2 of this Lease;
- (iv) any use, where clause 4.4.(d) applies.

2.9 Designation

The Lessor covenants that it shall consent to the Lessee seeking and obtaining a designation of the Land for the purposes of the Primary Use under clause 2.8(a) or any subsidiary use under clause 2.8(b) under the provisions of the Resource Management Act 1991, and that the Lessor shall further consent to the Lessee maintaining that designation for the duration of this Lease. Any designation must be lifted upon the expiration or earlier termination of this Lease.

2.10 Lessee's Acknowledgement

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

2.11 Compliance with Law

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

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2.12 Avoidance of Danger

The Lessee shall:

- (a) take all reasonable precautions to minimise any danger or hazard arising from the Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard;
- (b) promptly remedy any danger or hazard that may arise on the Land.

2.13 Maintenance of Lessee's Improvements

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

2.14 Compliance Schedule

The Lessee shall comply with any compliance schedule issued by a territorial authority or any other authority having jurisdiction over the Lessee's Improvements pursuant to the Building Act 2004 and, where required, obtain and maintain annually a building warrant of fitness.

2.15 Contamination

- (a) The Lessee shall not contaminate the Land and shall take all necessary steps to remove any contamination of the Land other than contamination not caused by the Lessee or which took place prior to the Commencement Date of the Term.
- (b) For the purposes of clause 2.15(a), "contamination" means any change to the physical, chemical or biological condition of the Land by a contaminant as that term is defined in the Resource Management Act 1991.

2.16 Construction of or Alterations to Lessee's Improvements

- (a) The Lessee may construct Lessee's Improvements and make any alterations or additions to Lessee's Improvements without the prior approval of the Lessor where it is necessary for or incidental to the Permitted Use. In all other cases, the Lessee shall be obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements which are not necessary for or incidental to the Permitted Use, and consent shall not be withheld or delayed unreasonably or arbitrarily.
- (b) The Lessee may negotiate and conclude such easements and all other like rights and interests over or for the benefit of the Land as are necessary for or incidental to either:
 - (i) the Permitted Use; or
 - (ii) any permitted alterations or additions to the Lessee's Improvements;without the prior approval of the Lessor. The Lessee must obtain the consent of the Lessor to the execution of any documentation required to give legal effect to the rights so created, such consent not to be unreasonably or arbitrarily withheld.

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2.17 No Lessor Maintenance

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

2.18 Lessor's Acknowledgements as to Lessee's Improvements

- (a) The Lessor acknowledges in relation to Lessee's Improvements that:
- (i) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease and irrespective of how those improvements are annexed to the Land;
 - (ii) Lessee's Improvements are to be insured by the Lessee in its own name; and
 - (iii) when any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds is also solely with the Lessee;
- (b) Should the Land be subject to any mortgage or other charge at the Commencement Date of this Lease, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgement of any and all existing mortgagees or chargeholders of the Land prescribed in Schedule A Item 10 duly executed by any such mortgagees or chargeholders, it being further acknowledged by the Lessor that the Lessee shall not be required to execute this Lease until the provisions of this subclause have been fully satisfied;
- (c) Should the Lessor, subsequent to the Commencement Date of this Lease, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed mortgagee or chargeholder the written acknowledgement prescribed in Schedule A Item 11, it being further acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and further that it will deliver executed originals of such acknowledgements to the Lessee within three Working Days from the date of their receipt by the Lessor;
- (d) The Lessee may demolish or remove any Lessee's Improvements from the Land at any time during the term of this Lease without the consent of the Lessor upon the condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such removal.

2.19 Removal of Lessee's Improvements

- (a) Upon the termination of this Lease, the Lessee shall have the right to remove any Lessee's Improvements from the Land within 3 months from the termination of the Lease, without being obliged to pay the Lessor any compensation for their removal, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee until that time and that no prior consent of the Lessor shall be required in respect of any removal.

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- (b) The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a licence to enter the Land and remove Lessee's Improvements and that this provision shall enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;
- (c) The Lessee covenants that it will have no claim of any kind against the Lessor in respect of any Lessee's Improvement or other Lessee's property which is left on the Land at the expiry of 3 months after the termination of this Lease and that any such Lessee's Improvements or property shall thereafter be deemed to have become the property of the Lessor;
- (d) In the event the Lessee removes its Lessee's Improvements from the Land, it shall restore the Land to a neat, tidy and safe condition subsequent to any removal;
- (e) The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the termination of the Lease or within three months after that time; and
- (f) The Lessee shall give the Lessor not less than 6 months' notice prior to the termination of this Lease as to whether it requires the 3 month licence period.

2.20 Rubbish Removal

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

2.21 Signage

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

2.22 Insurance

- (a) The Lessor shall be responsible for insuring any Lessor's property on the Land.
- (b) The Lessee acknowledges that:
 - (i) the Lessor has not insured, and is not responsible for insurance of, the Lessee's Improvements; and
 - (ii) the Lessee shall be responsible for insuring or self-insuring any Lessee's Improvements.

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- (c) The parties acknowledge that the provisions of section 269 of the Property Law Act 2007 do not apply in this Lease and the Lessor waives the benefit of section 270 of the Property Law Act 2007.
- (d) Should any property referred to in 2.22(a) and 2.22(b) be damaged or destroyed, then it shall be the sole responsibility of the party effecting insurance to decide (subject to the rights of any mortgagee of theirs) whether to effect reinstatement or not and the other party shall abide by that decision whatever it may be.

2.23 Public Liability Insurance

The Lessee shall (except where the Lessee is the Crown) insure at its own cost against all public liability in the sum of at least \$2,000,000 in respect of any single event in the name of the Lessee at all times during the continuance of this Lease.

2.24 Sundry Lessee Acknowledgements

The Lessee acknowledges that:

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

3. LESSOR'S COVENANTS

3.1 Quiet Enjoyment

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

3.2 Benefits to Land not to be Restricted or Cancelled

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

4. MUTUAL COVENANTS

4.1 Assignment

- (a) The Lessee shall be permitted as of right to assign its interest under this Lease to any Crown Body, but shall not otherwise be entitled to assign its interest under this Lease without the prior written consent of the Lessor.

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- (b) Without limiting clause 4.1(a), it is acknowledged between the parties that a transfer of the interest of one Department to another Department shall be permitted as of right and shall not be deemed to be an assignment for the purposes of this clause 4.1 or a subletting for the purposes of clause 4.2.
- (c) The disposal of the Lessee's interest in the Land pursuant to section 40, 41, 42, 50 or 52 of the Public Works Act 1981 shall be permitted as of right and shall not be deemed to be an assignment for the purposes of clause 4.1(a) or a subletting for the purposes of clause 4.2.
- (d) Where the consent of the Lessor to an assignment is required pursuant to clause 4.1(a), the Lessor shall have a right of first refusal to acquire the available interest in the Land, including Lessee's Improvements ("available interest") on the following terms and conditions:
- (i) for the purposes of this clause, "assignment" means an alienation for a term which, including renewals, could exceed the balance of the then current Term of the Lease but, for the avoidance of doubt, does not include an assignment excepted by clause 4.1(c);
 - (ii) the Lessee must give written notice to the Lessor of the terms and conditions on which it prepares to assign the available interest;
 - (iii) the Lessor shall have a period of one month (in respect of which time is of the essence) in which to notify the Lessee in writing whether or not it wishes to acquire the available interest;
 - (iv) if the Lessor notifies the Lessee that it wishes to acquire the available interest, the Lessee must surrender to the Lessor the residue of the term of the available interest on the terms and conditions the Lessee has notified (so far as applicable to a surrender of lease) and sign such documents of surrender as are reasonably required by the Lessor, at the cost of the Lessor in all things;
 - (v) if the Lessor:
 - (1) fails to notify the Lessee; or
 - (2) notifies the lessee that it does not wish to acquire the available interest on the terms and conditions notified;within the time provided in 4.1(d)(iii), the Lessee shall be free to assign the available interest to a third party on terms and conditions no less favourable to the Lessee than those notified to the Lessor, at any time within a period of six months, subject to clause 4.1(e).
- (e) Where the consent to an assignment is required, such consent may not be unreasonably or arbitrarily withheld but may be given subject to the following conditions:
- (i) the Lessee proves to the Lessor that the proposed assignee is respectable, responsible and has the financial resources to meet the Lessee's commitments under this Lease;

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- (ii) the lease is converted to a terminating lease for a term equal to the balance of the current Term of the Lease plus not fewer than five rights of renewal, each of 21 years;
- (iii) the Lessee pays the Lessor's reasonable costs in respect of the approval and any documentation and any fees and charges in respect of inquiries made by or on behalf of the Lessor concerning the proposed assignee. All such costs shall be payable whether or not the assignment proceeds.

4.2 Subletting

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

- (a) the Crown or any Crown Body; or
- (b) any person or body where the Land is used for the purposes of a school and the Land or a part of the Land is not needed or used for the purposes of the school occupying it during the term of the sublease or licence; and
 - (i) the sublease or licence is in the public interest; and
 - (ii) the sublease or licence:
 - (1) is for a purpose associated with educational outcomes and will bring educational benefit to the school or its community, or to any other school; or
 - (2) is for a community purpose, and will bring no educational disadvantage to the school; or
 - (iii) the sublease or licence is essential or conducive to the carrying out of the then existing Permitted Use,

but shall not otherwise be entitled to sublet its interest under this Lease without the prior written consent of the Lessor.

4.3 Occupancy by School Board of Trustees

- (a) Where the Lessee Her Majesty the Queen acting by and through the Secretary for Education has issued either a licence to occupy or a property occupancy document to any Board then the occupancy so conferred shall not be a subletting or an assignment to which clause 4.1 or clause 4.2 relate and shall be permitted as of right. The Lessor agrees that the covenant for quiet enjoyment contained in clause 3.1 extends to and includes the occupancy of the Land by any such Board whether pursuant to a licence to occupy or a property occupancy document.
- (b) The Board shall be permitted as of right, after obtaining the prior written consent of the Secretary for Education, to:
 - (i) sublet or grant a licence to any person or body on the same basis that the Lessee is permitted to sublet or licence under clause 4.2(b), in accordance with clause 36 of Schedule 6 of the Education Act 1989; and

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- (ii) enter into an agreement with any person or body, pursuant to clause 37 of Schedule 6 of the Education Act 1989.

4.4 Lessee Early Termination

- (a) The Lessee may, in its sole discretion and without giving any reasons, terminate this Lease by providing no less than 21 years notice in writing at any time to the Lessor.
- (b) Where the effective date of termination is later than the expiry date of the then current Term of the Lease, the Term of the Lease shall be deemed to be extended to the effective date of termination, on and subject to the covenants and agreements expressed or implied in this Lease, including the current Annual Rent but excluding any covenant for renewal.
- (c) This Lease and the parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.
- (d) Notwithstanding clauses 4.1 and 4.2, the Lessee shall be entitled to assign or sublet the Land to any person and for any use during the last 10 years of the notice period without the prior written consent of the Lessor, provided that such use of the Land complies with all statutes, ordinances, regulations and codes applicable from time to time.

4.5 Default

Notwithstanding anything else in this Lease, the Lessor acknowledges and agrees that, should the Lessee breach any terms or conditions of this Lease, the Lessor shall not in any circumstances whatsoever terminate or forfeit this Lease or re-enter into possession, but shall limit itself to the remedies of:

- (a) specific performance; and/or
- (b) damages; and/or
- (c) any other remedies which may be appropriate or available and do not involve the forfeiture or termination of this Lease or re-entry into possession.

4.6 Notice of Default

Notwithstanding anything expressed or implied in this lease, the Lessor will not exercise its rights under clause 4.5 unless the Lessor has first given to the Lessee written notice of the breach or default on which the Lessor relies. In the case of a breach or default:

- (a) remediable by payment of money, if the Lessee pays to the Lessor within one months of the service of such notice all moneys necessary to remedy such breach or default;
- (b) remediable other than by payment of money, if the Lessee within one month of the service of such notice undertakes in writing to the Lessor to remedy the breach or default and remedies the same within a reasonable time having regard to the nature and extent of it;

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(c) which cannot be remedied, if the Lessee within three months of the service of such notice pays to the Lessor compensation to the reasonable satisfaction of the Lessor in respect of such breach or default having regard to the nature and extent of it,

then the Lessor will not be entitled to rely on the breach or default set out in the notice to the Lessee and the same will be absolutely waived by the Lessor and this lease will continue in full force and effect as if no such breach or default had occurred.

4.7 Lessor May Remedy Lessee Default

- (a) If the Lessee defaults in the observance or performance of any of the Lessee's obligations and if the Lessor has first served not less than 21 clear days written notice of its intention to enter upon the Land and to do such things required to make good any Lessee default, then it shall be lawful for the Lessor (in addition to any of its remedies) to enter the Land and do all such things required to make good the default and to recover the costs of such action from the Lessee;
- (b) Any notice served under the provisions of clause 4.7(a) shall specify sufficient particulars to adequately advise the Lessee of the breach of Lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non-compliance with these requirements shall render any notice void.

4.8 Renewal

The Lessee not being at that time in breach of any material provision of this Lease shall, prior to the end of the initial term, or any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in Schedule A from the date of expiry of the initial term or any subsequent term as follows:

- (a) the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 2.2 as though the commencement date of the renewed term were a Rent Review Date; and
- (b) the renewed lease will otherwise be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.
- (c) The Lessee shall give to the Lessor notice of the Lessee's intention to renew this Lease no later than 18 months prior to the expiry of the initial term or any subsequent term, in which respect time shall be of the essence.

4.9 Entire Agreement

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

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

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4.10 Differences and Disputes

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

4.11 Service of Notices

- (a) Notices given under this Lease by the Lessor shall be served on the Lessee by hand delivery in accordance with Sections 352 to 361 of the Property Law Act 2007 or by registered mail addressed to:

The Property Manager
National Office
Ministry of Education
Private Bag 1666
Wellington

- (b) Notices given under this Lease by the Lessee shall be served on the Lessor by hand delivery in accordance with Sections 352 to 361 of the Property Law Act 2007 or by registered mail addressed to:

The Secretary
Port Nicholson Block Settlement Trust
PO Box 12164
Wellington

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

4.12 Registration of Lease

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 2017 at the expense of the Lessee. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease prior to registration.

4.13 Costs

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