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5.12: RELATIONSHIP AGREEMENT WITH TE TŪĀPAPA KURA KĀINGA – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

- (d) respecting the independence of the Parties and their respective mandates, roles and responsibilities;
- (e) recognising and acknowledging that the Parties all benefit from working together by sharing their vision, knowledge, and expertise, and may include other agencies in work programmes by mutual agreement;
- (f) acknowledging that the relationship is flexible and evolving; and
- (g) addressing issues in a timely manner and discussing disagreements openly, directly, and confidently when they arise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: Te Tūāpapa Kura Kāinga journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui - Ngā Mātāpono	Commitments reached
<p>Toitū Te Kupu Relationship of Integrity The intent of one’s word and the truth of its expression</p>	<p><i>Manaakitanga: key mechanisms of engaging and building relationships.</i></p> <p><i>Tikanga: doing things right, being in the right place and right time.</i></p> <p>Te Tūāpapa Kura Kāinga is committed to working co-operatively with a ‘no surprises’ approach and building high trust so that whānau aspirations are enhanced and they can live in a safe, secure, warm and comfortable home.</p> <p>We will work together in a way that preserves and strengthens the integrity of our relationship.</p>
<p>Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.</p>	<p><i>Whakamana: empower whānau intergenerationally.</i></p> <p><i>Tino Rangatiratanga: self determination of self-sufficiency through creating your own sense of belonging.</i></p> <p>We recognise the importance of whānau and will work collaboratively to ensure that whānau are in the driver’s seat to achieve housing outcomes.</p>

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<p>Toitū Te Whenua</p> <p>Relationship of Sustenance</p> <p>The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p>	<p><i>Whakamana: empower whānau intergenerationally.</i></p> <p><i>Whanaungatanga: deliver services for Māori through a whakapapa lens.</i></p> <p>We recognise the importance of whānau, kinship ties, intergenerational connections and enduring relationships.</p> <p>We will include the experience and voices of whānau in the design and delivery of programmes and services.</p>
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4.0 HOUSING PRINCIPLES

- 4.1 The Parties will also be guided by the following relationship principles identified in the MAIHI Ka Ora – National Māori Housing strategy, (**MAIHI Ka Ora**). Maihi Ka Ora takes Te Maihi o te Whare Māori – Māori and Iwi Housing Innovation Framework for Action (**MAIHI**) which is a whole of system approach and elevates it to provide the strategic direction for the whole Māori housing system.
- 4.2 The MAIHI principles identify Te Mauri o te Whānau at the centre of Crown responses – that is the life force of the whānau being central to building strength and resilience from within, and includes:

MAIHI Principles	Principles applied to the relationship
<i>Mauri</i> : enabling the life force, an essence for revival and fulfilment to be sustained in wellbeing	We prioritise a whānau-centred approach that places whānau at the heart of our actions, services, and programmes. Working together for this common goal means we can achieve more housing aspirations and outcomes for New Zealand than if we act alone.
<i>Tikanga</i> : doing things right, being in the right place at the right time	Tikanga provides a platform and approach for the way we agree to work together. It embraces the spirit of co-operation, respectful and honest behaviour and a 'no surprises' approach that preserves and strengthens the integrity of our relationship. It also means that we agree to <i>not do anything</i> that would cause the other Party to breach applicable laws.
<i>Whanaungatanga</i> : delivery services for Māori through a whakapapa lens	We recognise the importance of whānau, kinship ties, intergenerational connections and enduring relationships that lead to the provision of practical support. Together we will support this foundation that enables whānau to flourish, grow and experience love, support, and protection.
<i>Manaakitanga</i> : key mechanisms of engaging and building relationships	We aim to build high-trust and strategic partnerships so that whānau aspirations are enhanced and they can live in a safe, secure, warm, and comfortable home. This approach is

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	built on demonstrating respect, generosity and caring for others.
Whakamana: empowering whānau intergenerationally	We will actively seek to include the experience and voices of whānau in the design and delivery of programmes and services. Our collaborative efforts will be anchored in positive impacts and outcomes for whānau that restores and enhances their mana.
Tino Rangatiratanga: self-determination of self-sufficiency through creating your own sense of belonging	We agree to work together to ensure that whānau are in the 'driver's seat' and supported to determine their future housing aspirations and how their needs are met, in a way that makes sense for them.

5.0 ENGAGEMENT

5.1 The Parties will work together in good faith to identify where a policy or programme, within Te Tūāpapa Kura Kāinga's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.

5.2 The Parties commit to engaging with each other through the following mechanisms:

- (a) attend an **annual relationship meeting** as set out in clauses 5.3 to 5.9.
- (b) feed into the objectives and functions of **Te Tomokanga Toitū te Whānau** as set out in clauses 5.20 to 5.25.
- (c) collaborate and develop a **work plan** as set out in clauses 5.10 to 5.14.
- (d) progressing work on agreed mutual priorities through **operational level engagement** as set out in clauses 5.15 to 5.19.
- (e) hold **meetings as required** at both strategic and operational levels as mutually agreed.

Annual Relationship Meeting

5.3 The Parties agree that a senior representative of Takapau Whāriki and Te Tūāpapa Kura Kāinga will participate in an annual relationship meeting.

5.4 Te Tūāpapa Kura Kāinga's representatives at the annual relationship meeting will be an appropriate member of Te Tūāpapa Kura Kāinga's Leadership Team, who is delegated to make decisions upon Te Tūāpapa Kura Kāinga's behalf.

5.5 Before each relationship meeting held in accordance with clause 5.3, representatives of Takapau Whāriki and Te Tūāpapa Kura Kāinga will agree to administrative arrangements for the meeting including the agenda.

5.6 Agenda items should include:

- (a) the annual workplan for Te Tūāpapa Kura Kāinga, including any legislative or policy developments of interest to or affecting the interests represented by

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- Takapau Whāriki in relation to the Settlement Redress Area;
- (b) review of any work plan developed under clause 5.10 to 5.14;
 - (c) opportunities for collaboration between Te Tūāpapa Kura Kāinga and Takapau Whāriki;
 - (d) any other matters of mutual interest; and
 - (e) next steps, including any further meeting dates required to review aspects of Te Tūāpapa Kura Kāinga's work programme or any new policies or processes that may be of interest to Takapau Whāriki.
- 5.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.
- 5.8 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.
- 5.9 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

- 5.10 As a result of the annual relationship meetings, held in accordance with clause 5.3, and as part of other relationship meetings held in accordance with clause 5.2(d), the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial annual meeting, noting that:
- (a) The work plan will be co-designed by the Parties.
 - (b) The work plan will include, amongst other things:
 - (i) provision for the exchange of information and identification of opportunities for improving and achieving the wellbeing and housing outcomes of whānau, hapū, Iwi and communities within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area;
 - (ii) priorities for action to improve and achieve the housing aspirations of Ngā Hapū o Te Iwi o Whanganui;
 - (iii) the responsibilities for the parties to meet any agreed commitments; and
 - (iv) processes for identifying and agreeing funding and resources required to successfully deliver any work plan.
- 5.11 The Parties may be interested to also include, but are not limited to, the following projects and topics in the Work Plan:
- (a) *key indicators to be used for measuring success in achieving the objectives of any work plan, including setting out a timetable and milestones for delivering on any agreed commitments;*
 - (b) strategies, policies and programmes that will assist with building Ngā Hapū o Te Iwi o Whanganui capability and capacity for delivering projects to achieve wellbeing and housing outcomes;

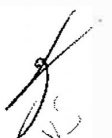
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- (c) provisions for the acknowledgement and protection of the data sovereignty of Ngā Hapū o Te Iwi o Whanganui;
 - (d) methods for developing a data platform to support evidence-based reporting; and
 - (e) identification of joint projects to address priorities for action in improving the housing of Ngā Hapū o Te Iwi o Whanganui.
- 5.12 When developing work plans under this agreement, Te Tūāpapa Kura Kāinga may invite any other party to be involved in discussions about the work plan. Te Tūāpapa Kura Kāinga will engage with Takapau Whāriki before issuing any such invitation.
- 5.13 Work plans will be mutually agreed by Takapau Whāriki and Te Tūāpapa Kura Kāinga and will reflect the priorities, resources and the specific functions and duties of the parties. The work plan will be regularly monitored by the Parties and may be modified from time to time as agreed between the Parties.
- 5.14 At the initial annual meeting, the Parties will agree priority topics, and this may result in a work plan.

Operational Level Engagement

- 5.15 The Parties agree that ongoing engagement is needed to operationalise any work plan developed as set out in clauses 5.10 to 5.14.
- 5.16 Operational level engagement will involve:
- (a) coordinating the organisation of the annual strategic relationship hui;
 - (b) facilitating the implementation of any work plan and any actions arising from the annual strategic relationship hui;
 - (c) mitigating issues and risks;
 - (d) exploring further opportunities for collaboration as they arise;
 - (e) working with Takapau Whāriki to identify matters that are subject to engagement; and
 - (f) monitoring progress against the key indicators to be used for measuring success as set out in any work plan.
- 5.17 This dialogue and collaboration may include meetings as mutually agreed from time to time between Te Tūāpapa Kura Kāinga staff and the representatives of Takapau Whāriki. This may occur at different levels as required to advance any work plan.
- 5.18 The Parties will make their best endeavours to attend meetings requested by any one of them, subject to resourcing and work programme requirements.
- 5.19 Where such further meetings are required, each party will meet the costs and expenses of its representatives attending the meetings, unless otherwise agreed by the Parties.



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Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 5.20 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 5.21 Te Tomokanga Toitū te Whānau Framework upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 5.22 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 5.23 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 5.24 This relationship agreement is between Takapau Whāriki and Te Tūāpapa Kura Kāinga. Te Tūāpapa Kura Kāinga will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 5.25 The Te Tūāpapa Kura Kāinga will consider how it can support Te Tomokanga Toitū te Whānau Framework and work with the charitable trust to advance whānau, hapū, iwi and hāpori social and economic objectives through the following:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for whānau, hapū, iwi and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for whānau, hapū, iwi and communities; and
 - (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.
- 5.26 For the avoidance of doubt, the agency is not required to engage directly with the charitable trust and agency engagement with the charitable trust does not create an additional agreement.

6.0 INFORMATION SHARING

- 6.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively.
- 6.2 Subject to applicable privacy laws and other legal restrictions, the Parties will use their best endeavours to share information in relation to, but not limited to,
- (a) sharing meaningful and relevant details of their ongoing work programmes for the purpose of informing each other of their current activities and for seeking out further opportunities to partner for shared outcomes;

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- (b) sharing information relating to entities being funded within Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as set out in Appendix Two and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui, subject to clause 11.0 of this Agreement;
- (c) providing up-to-date information about changes to their work programmes in a transparent and timely manner;
- (d) acknowledging the data sovereignty of Ngā Hapū o Te Iwi o Whanganui;
- (e) supporting Ngā Hapū o Te Iwi o Whanganui to build its own processes and procedures for collection, storage, use and management of data as it relates to Ngā Hapū o Te Iwi o Whanganui, so that they can better understand the housing needs and aspirations of Ngā Hapū o Te Iwi o Whanganui; and
- (f) providing relevant details and updates on individual initiatives, programmes and contracted services that may be beneficial to advancing the principles of this Agreement.

7.0 COMMUNICATION

7.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:

- (a) engaging in accordance with clause 4.0 of this agreement;
- (b) information sharing in accordance with clause 6.0;
- (c) maintaining information on the parties' office holders, their addresses and contact details;
- (d) providing a primary contact at Te Tūāpapa Kura Kāinga for Takapau Whāriki;
- (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of Te Tūāpapa Kura Kāinga to discuss and (if possible) resolve any issues that may arise;
- (f) informing relevant Te Tūāpapa Kura Kāinga staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
- (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
- (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (i) approaching the relationship with an open mind and genuinely considering any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
- (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

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8.0 CONTACTS

8.1 The contact person for for Te Tūāpapa Kura Kāinga for all matters relating to this Agreement is:

(a) Jessica Smith, Deputy Chief Executive Māori-Crown Relations, Jessica.Smith@hud.govt.nz.

8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.

8.3 The contact persons named in this Relationship Agreement may change from time to time. Te Tūāpapa Kura Kāinga and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

9.1 Te Tūāpapa Kura Kāinga is subject to the requirements of the Official Information Act 1982 (OIA).

9.2 Te Tūāpapa Kura Kāinga and its Ministers may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

9.3 Te Tūāpapa Kura Kāinga will, where possible, notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to Te Tūāpapa Kura Kāinga in a timely fashion, so that Te Tūāpapa Kura Kāinga is able to meet the statutory timeframes for responding to the relevant request for information.

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

10.1 The Parties are focused on, and are fully committed to working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.

10.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.

10.3 In accordance with the principles described in clause 10.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

10.4 The commitments of Te Tūāpapa Kura Kāinga under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of Te Tūāpapa Kura Kāinga and of the government of the day.

10.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

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11.0 SPECIAL CONDITIONS

11.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020, Public Finance Act 1989 or their successors.

12.0 REVIEW AND AMENDMENT

12.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.

13.0 DISPUTE RESOLUTION PROCESS

13.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe.

13.2 If the dispute is at the operations level and the process in clause 13.1 does not result in resolution of the dispute, the matter may be escalated to the relevant Deputy Chief Executive and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe. If the dispute is not resolved following the process above it shall be escalated to the Chief Executives of the parties.

14.0 DEFINITIONS

“the Settlement Redress Area” means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Two

“Settlement Date” has the same meaning as in the Deed of Settlement.

“Te Tomokanga” has the same meaning as in the Deed of Settlement.

“Te Tomokanga Toitū te Whānau” means the enduring and positive well-being of the family/whānau.

“Tupua te Kawa” has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

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SIGNED for and on behalf of the)
TE TŪĀPAPA KURA KĀINGA – MINISTRY)
OF HOUSING AND URBAN)
DEVELOPMENT in the presence of:)

Signature of Witness

Brad Ward, Acting Chief Executive

Witness Name

Occupation

Address

SIGNED by for and on behalf of the)
trustees of the TAKAPAU WHĀRIKI)
TRUST by the Chair, in the presence of:)

Signature of Witness

Chairperson/Deputy Chairperson

Witness Name

Occupation

Address

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APPENDIX ONE – BACKGROUND: Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono	How Ngā Hapū o Te Iwi o Whanganui aspire for agencies to give life to the values	Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for
<p>Toitū te kupu Relationship of Integrity</p> <p>The intent of one's word and the truth of its expression</p>	<p>Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Start the process of how to align activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> <p>Ensure participation of Ngā Hapū o Te Iwi o Whanganui in relevant decision-making processes and that relevant decisions are made in a collaborative manner.</p> <p>Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui.</p> <p>Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p>	<p>A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements.</p> <p>Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi.</p> <p>To understand the meaning of Te Tomokanga ki Te Matapihi in order for Te Tūāpapa Kura Kāinga officials to relay this to all parts/members of their agency.</p> <p>Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship.</p> <p>Identify shared goals and values, and develop strategies to achieve them together.</p> <p>Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a relevant project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out.</p> <p>Continual exploration of new ways to work together and enhance the partnership.</p>
<p>Toitū te mana Relationship of Authority</p> <p>- Recognition of the permanence of Iwi and Hapū mana and the shared responsibility</p>	<p>Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting</p>	<p>Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe.</p> <p>Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase.</p>

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<p>to uphold that mana.</p>	<p>a collaborative approach to finding solutions.</p> <p>Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o Whanganui and help empower them to participate and make informed decisions.</p> <p>Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in relevant business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives.</p> <p>Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.</p>	<p>Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi and its relevance to developing hapū and iwi-based solutions to address issues within the rohe.</p> <p>To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover.</p> <p>To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui.</p> <p>To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.</p>
<p>Toitū te whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p>	<p>Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations.</p> <p>Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and</p>	<p>To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens.</p> <p>Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional.</p> <p>To uphold its status as in the relationship and act according to the principles of Tupua te Kawa.</p> <p>To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the</p>

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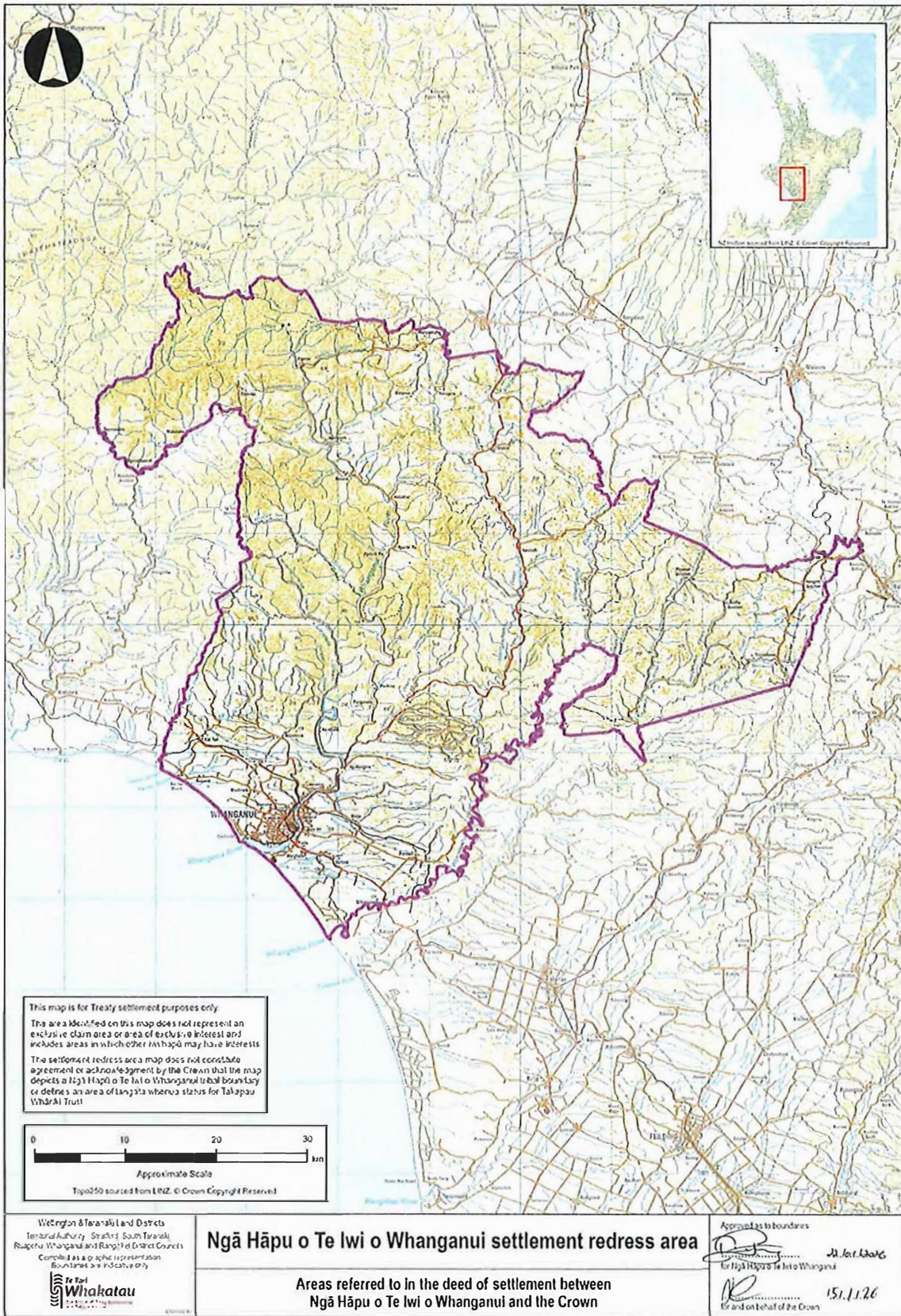
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	taiao, and those things which impact on the taiao.	relationship agreement over time and identify opportunities for improvement.
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APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



**5.13 RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA
AOTEAROA**



5.13: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA
AOTEAROA

TE TOMOKANGA: RELATIONSHIP AGREEMENT

between

**TAKAPAU WHĀRIKI TRUST as the body representative for NGĀ HAPŪ
O TE IWI O WHANGANUI**

and

STATISTICS NEW ZEALAND, TATAURANGA AOTEAROA



5.13: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA AOTEAROA

TIMATA: TE TOMOKANGA KI TE MATAPIHI

This relationship agreement begins with recording and acknowledging Ngā Hapū o Te Iwi o Whanganui tikanga and values, Te Tomokanga ki Te Matapihi me Ngā Mātāpono.

Te Tomokanga here signifies the entranceway for the ongoing relationship between Ngā Hapū o Te Iwi o Whanganui and the agency being the agreements made in this document (a relationship agreement provided for through the Deed of Settlement entered into between the parties).

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, ki tai, ki te ao
He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Whanganui tikanga.

Te **Matapihi** is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te **Tomokanga ki Te Matapihi** is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – Te Uku and Te Rino.

Te **Uku** represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as tāngata whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te **Rino** is the arm of the gateway that acknowledges manuhiri, and in the Ngā Hapū o Te Iwi o Whanganui context, represents the Crown relationship with us and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. We welcome the Stats NZ as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**), our values and tikanga underpin our future relationship between Ngā Hapū o Te Iwi o Whanganui and Stats NZ.

Te Tomokanga ki Te Matapihi holds values which come from the same root philosophy as Tupua te Kawa, values supporting the awa (see below). Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

NGĀ MĀTĀPONO

Te Tomokanga, the gateway, is supported by pou. Embedded in this are our values and tikanga that underpin all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values underpin our relationship with Stats NZ.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TUPUA TE KAWA

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi. Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and well-being of Te Awa Tupua.

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1.0 THE PARTIES

1.1 The parties to this relationship agreement are:

- (a) Takapau Whāriki Trust (as the body representative for Ngā Hapū o Te Iwi o Whanganui) (**Takapau Whāriki**).
- (b) Statistics New Zealand, Tatauranga Aotearoa (**Stats NZ**).

2.0 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki and the Crown (the “Deed of Settlement”), the Parties agreed to develop an agreement to facilitate improvements to the health and well-being of the whānau and hapū of Whanganui.

2.2 The purpose of this relationship agreement is to:

- (a) record and recognise that for Ngā Hapū o Te Iwi o Whanganui, it is fundamental that Te Tomokanga ki Te Matapihi me Ngā Mātāpono underpins all relationships with Crown agencies;
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting Stats NZ with whānau, hapū, iwi and whenua;
- (c) facilitate improvements to the wellbeing of the whānau and hapū of Whanganui, re-establishing the cultural, social, and economic strength and success of Ngā Hapū o Te Iwi o Whanganui and the wider community.

2.3 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Tomokanga ki Te Matapihi and Ngā Mātāpono and Te Tiriti o Waitangi; and
- (b) therefore, in good faith, they will give life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono as set out in this agreement.

2.4 Te Tomokanga ki Te Matapihi and Ngā Mātāpono are set out at the beginning of this relationship agreement. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) strive to work consistently with Te Tiriti o Waitangi;
- (b) working with a ‘no surprises’ approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and

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- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

3.0 GIVING LIFE TO NGĀ MĀTĀPONO

- 3.1 The Parties have committed in good faith, to give life to Te Tomokanga ki Te Matapihi within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as part of an enduring relationship, including in the manner as outlined and mutually agreed, in Table One below.
- 3.2 In Appendix One, Ngā Hapū o Te Iwi o Whanganui have provided advice about what giving life to their three values (Toitū Te Kupu, Toitū Te Mana, and Toitū Te Whenua) looks like in practice, and the outcomes they seek through working with agencies in this way.

Table 1: Stats NZ journey towards giving life to Te Tomokanga ki Te Matapihi and Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono	Commitments reached
<p>Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression</p>	<ul style="list-style-type: none"> • We acknowledge that our relationships are enduring, built on the foundation that our word is our bond. We are committed to honouring the intent behind our words (kupu) and focusing on outcomes that matter. Our approach is rooted in transparent communication, meaningful engagement, and a deep respect for whakapapa and connection to whenua. • Subject experts come ready to engage – take responsibility for our actions and come prepared. • Be dependable and deliver on the things we say we will do. • Recognising that data is a taonga for Ngā Hapū o Te Iwi o Whanganui.
<p>Toitū Te Mana Relationship of Authority Recognition of the permanence of Iwi and Hapū mana and the shared responsibility to uphold that mana.</p>	<ul style="list-style-type: none"> • Rangatira ki te Rangatira, mana ki te mana, mana ōrite, engagement between the parties will occur at a rangatira-to-rangatira level, which means people will engage with those who have similar status (for example, the Chair to Minister, Chief Executive to Chief Executive, lead iwi advisor/iwi advisors to senior officials, kaimahi to kaimahi). • Be mindful of the power and resource imbalance – both parties maintain their own mana and will empower each other to do our part. • Work with integrity and high trust, using processes to enhance and promote the mana and integrity of (Ngā Hapū O Te Iwi o Whanganui), Te Whare Kāho o Whanganui Trust, noting any shifts that occur between Ngā Hapū O Te Iwi o Whanganui, Te Whare Kāho o Whanganui Trust and Tatauranga Aotearoa Stats NZ should not impact on their ability to enable rangatiratanga as envisaged inside of the partnership.

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<p>Toitū Te Whenua</p> <p>Relationship of Sustenance</p> <p>The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p>	<ul style="list-style-type: none">• Acknowledging the deep connection of Ngā Hapū o Te Iwi o Whanganui to their whenua and the inseparable physical and spiritual connection of whakapapa with the environment, particularly with Te Awa Tupua. Together, we will collaborate to develop programs that support the data aspirations and capability needs of Ngā Hapū o Te Iwi o Whanganui, empowering locally led, whānau-centred, and values-driven initiatives within their communities.
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4.0 STATS NZ APPROACH TO PARTNERSHIP

- 4.1 Stats NZ as a core part of the Crown, plays a key role in exemplifying the Tiriti partnership and strives to give effect to the Crown's relationship to Ngā Hapū o te Iwi o Whanganui by utilising the Stats NZ's whakapapa engagement approach which emphasises enduring connections and acknowledging genealogical ties as a basis for our engagement practice.
- 4.2 Recognising the unique value-centric relationship Ngā Hapū o te Iwi o Whanganui have with the Crown including, but not limited to Te Awa Tupua, Stats NZ aims to demonstrate its commitment to Tiriti-centric outcomes as a core business mechanism supporting the delivery of data for and with Māori, iwi and hapū.
- 4.3 Stats NZ has an organisation-wide, strategic priority to build enduring relationships and support the infrastructure, capabilities and resources required to work with Māori data appropriately as part of our core business.
- 4.4 Realising this priority will not only deliver for Māori, iwi, and hapū but forms the foundation for how the organisation works differently to achieve our vision. By forging stronger partnerships with iwi, we contribute to a better Aotearoa – both today and for generations to come – demonstrating the power of mutually beneficial engagement in building lasting *relationships and driving towards partner outcomes*.

5.0 ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme, within Stats NZ's responsibilities, will have a direct impact on Ngā Hapū o Te Iwi o Whanganui within their Settlement Redress Area.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship meeting** as set out in clauses 5.3 to 5.9.
 - (b) feed into the objectives and functions of **Toitū te Whānau** as set out in clauses 5.15 to 5.21.
 - (c) collaborate and develop a **work plan** as set out in clauses 5.10 to 5.14.
 - (d) hold **meetings as required** at both strategic and operational levels as mutually agreed.



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Annual Relationship Meeting

- 5.3 The Parties agree that a senior representative of Takapau Whāriki and Stats NZ will participate in an annual relationship meeting.
- 5.4 Stats NZ's representatives at the annual relationship meeting will be an appropriate member of Stats NZ's Leadership Team, who is delegated to make decisions upon Stats NZ's behalf.
- 5.5 Before each relationship meeting held in accordance with clause 5.2, representatives of Takapau Whāriki and Stats NZ will agree to administrative arrangements for the meeting including the agenda.
- 5.6 Agenda items may include:
- (a) the annual workplan priorities for Stats NZ, including any work of interest to or affecting the interests represented by Takapau Whāriki in relation to the Settlement Redress Area;
 - (b) reviewed any work plan developed under clause 5.10 to 5.14;
 - (c) opportunities for collaboration between Stats NZ and Takapau Whāriki; and
 - (d) any other matters of mutual interest, including providing visibility of the Stats NZ work programme.
- 5.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties in writing and in advance.
- 5.8 The first relationship meeting will take place within three months of a written request by Takapau Whāriki.
- 5.9 The Parties may, in writing, agree not to hold annual relationship meetings.

Work Plans

- 5.10 As a result of the annual relationship meetings, held in accordance with clause 5.2(a), and as part of other relationship meetings held in accordance with clause 5.3, the Parties will develop a Work Plan. The Parties will negotiate the frequency and process for the work plan at the initial meeting.
- 5.11 The Parties may be interested to include, but are not limited to, the following projects in the Data Work Plan:
- (a) in accordance with clause 6 below, sharing information that is of mutual benefit;
 - (b) building on the current resource base to maximise opportunities and making sure that the resourcing is available to deliver on items in the Data Work Plan;
 - (c) determining how research, monitoring and evaluation can help to evidence the relationship principles;
 - (d) creating opportunities for increased learning and data capacity building;
 - (e) setting out a timetable and milestones for delivering on the Data Work Plan;

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- (f) confirming the responsibilities for the parties to meet any agreed commitments; and
 - (g) setting out a timetable for monitoring, reporting, and reviewing Data Work Plans.
- 5.12 When developing work plans under this agreement, Stats NZ may invite any other party to be involved in discussions about the work plan. Stats NZ will engage with Takapau Whāriki before issuing any such invitation.
- 5.13 Work plans will be mutually agreed upon by Takapau Whāriki and Stats NZ and will reflect the priorities, resources and the specific functions and duties of the parties.
- 5.14 At the initial annual meeting, the Parties will begin to scope out priority data projects and these may result in a work plan.

Social and Economic Plans: Te Tomokanga Toitū Te Whānau

- 5.15 Te Tomokanga Toitū te Whānau is a whānau-centred approach to improve the well-being of whānau, hapū and the Whanganui Hāpori (community) with Crown agencies, within the Settlement Redress Area (see map at Appendix Two).
- 5.16 Te Tomokanga Toitū te Whānau approach upholds and enhances the strength and health and well-being of the whānau across generations, ensuring that whānau remain resilient and cohesive, both socially and culturally. This approach highlights the importance of maintaining strong whānau connections and the intergenerational transmission of knowledge, values, and support.
- 5.17 Takapau Whāriki and the Whanganui District Council are establishing a charitable trust to foster relationships with whānau and communities. Through an inclusive partnership approach, the charitable trust will ensure the enduring well-being and resilience of whānau, upholding cultural and social connections while promoting the intergenerational transmission of knowledge, values, and support.
- 5.18 This partnership provides a strategic governance platform to work alongside agencies, to ensure the best possible position to improve well-being for Whanganui whānau, hapū, iwi and the hāpori.
- 5.19 This relationship agreement is between Ngā Hapū o Te Iwi o Whanganui, through Takapau Whāriki, and Stats NZ. Stats NZ will work with Takapau Whāriki through Te Tomokanga Toitū te Whānau approach which may involve working with the charitable trust from time to time.
- 5.20 For the avoidance of doubt, Stats NZ engagement with the charitable trust does not create an additional agreement with agencies.
- 5.21 Stats NZ will consider how it can support Te Tomokanga Toitū te Whānau approach and work with the charitable trust to progress iwi and community social and economic objectives in the following ways:
- (a) by genuinely working together in planning, monitoring, and reviewing discussions to improve well-being outcomes for iwi, hapū, whānau and the Whanganui community;
 - (b) by genuinely working together in decision-making to enable the trust to contribute to local solutions for iwi/hapū/whānau and communities; and

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- (c) by genuinely supporting the distinctive Ngā Hapū o Te Iwi o Whanganui lens to assist the development of jointly agreed strategies in response to local issues.

6.0 INFORMATION SHARING

- 6.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 6.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area and statistics and other data of relevance to Ngā Hapū o Te Iwi o Whanganui. Any information that is shared is subject to the Data and Statistics Act 2022, privacy laws and other legal restrictions.

7.0 COMMUNICATION

- 7.1 The parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
 - (a) engaging in accordance with clause 5.0 of this agreement;
 - (b) information sharing in accordance with clause 6.0;
 - (c) maintaining information on the parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at Stats NZ for the Takapau Whāriki who will act as a liaison person with other Stats NZ staff;
 - (e) providing reasonable opportunities for Takapau Whāriki to meet with senior staff of Stats NZ to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Stats NZ staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (h) agreeing a timeframe for Takapau Whāriki to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Takapau Whāriki may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to Takapau Whāriki on any decision that is made that relates to the agreement.

8.0 CONTACTS

- 8.1 The contact staff for Stats NZ for all matters relating to this Relationship Agreement are:
 - (a) Mareta Savage, Senior Manager, Māori Partnerships and Engagement, and

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(b) Anna McDowell, General Manager, Strategic Engagement Māori Partnerships and Outcomes.

8.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Aho Tāhuhu (Chief Executive) of Takapau Whāriki.

8.3 The contact persons named in clauses 8.1 and 8.2 may change from time to time and Stats NZ and Takapau Whāriki agree to update each other as and when this occurs.

9.0 OFFICIAL INFORMATION

9.1 Stats NZ is subject to the requirements of the Official Information Act 1982 ("OIA").

9.2 Stats NZ may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

9.3 Stats NZ will notify Takapau Whāriki and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Takapau Whāriki wishes to make must be provided to Stats NZ in a timely fashion, so that Stats NZ is able to meet the statutory timeframes for responding to the relevant request for information.

10.0 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

10.1 The Parties are focused on, and are fully committed to, working together in good faith, underpinned by the tikanga and values of Te Tomokanga ki Te Matapihi me Ngā Mātāpono. The Parties are focused on building enduring relationships to establish shared ways of working. This Relationship Agreement is not legally binding.

10.2 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Takapau Whāriki.

10.3 In accordance with the principles described in clause 10.1, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

10.4 The commitments of Stats NZ under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of Stats NZ and of the government of the day.

10.5 The commitments of Takapau Whāriki under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

11.0 SPECIAL CONDITIONS

11.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Data and Statistics Act and the Privacy Act 2020 or its successors.

12.0 REVIEW AND AMENDMENT

12.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.

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- 12.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 12.3 The Parties will negotiate any amendments to provisions at a meeting of the parties referred to at clause 5.2 and may sign a variation to this Relationship Agreement which will take effect upon signing. The parties may agree in writing to review or vary the provisions of this agreement.

13.0 DISPUTE RESOLUTION PROCESS

- 13.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith and in alignment with Ngā Mātāpono, to resolve matters at in the operational level within a reasonable timeframe.
- 13.2 If the process in clause 13.1 does not result in resolution of the dispute, the matter may be escalated to a meeting of the General Manager Strategic Engagement Māori Partnerships and Outcomes (or Tier 3 equivalent) and a nominated representative of Takapau Whāriki who will meet within a reasonable timeframe.
- 13.3 If the dispute is not resolved following the process above, and the parties agree that the matter is of such significance that it requires the attention of Takapau Whāriki and the relevant Minister, then that matter will be escalated to a meeting between a nominated representative of Takapau Whāriki and the Chief Executive (or their nominees). The parties acknowledge this measure will only be taken once the above avenues have been worked through in a genuine and robust way.
- 13.4 If, following the processes above, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator.
- 13.5 The costs of mediation are to be split equally between the parties
- 13.6 Nothing in this clause 13.0, or this agreement, prevents Takapau Whāriki from contacting or meeting with the relevant Minister as required.
- 13.7 At any stage, if the dispute so requires it, the parties may by mutual agreement vary the process set out in this clause 13.0.

14.0 DEFINITIONS

“the Settlement Area”	Redress	means Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area as defined at Appendix Three
“Settlement Date”		has the same meaning as in the Deed of Settlement.
“Te Tomokanga”		has the same meaning as in the Deed of Settlement.
“Te Tomokanga Whānau”	Toitū te	means the enduring and positive well-being of the family/whānau.
“Tupua te Kawa”		has the same meaning as in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

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SIGNED for and on behalf of)
STATS NZ)
in the presence of:)
)

Chief Executive, Statistics New Zealand

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of TAKAPAU WHĀRIKI TRUST)
by the Chair, in the presence of:)
)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address



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APPENDIX ONE - Ngā Hapū o Te Iwi o Whanganui advice about giving life to Ngā Mātāpono

Ngā Hapū o Te Iwi o Whanganui Ngā Mātāpono	How Ngā Hapū o Te Iwi o Whanganui expect agencies to give life to the values	Outcomes Ngā Hapū o Te Iwi o Whanganui ask agencies to consider striving for
<p>Toitū Te Kupu</p> <p>Relationship of Integrity</p> <p><i>The intent of one's word and the truth of its expression</i></p>	<p>Engage with Ngā Hapū o Te Iwi o Whanganui to gain a deeper understanding of Te Tomokanga ki Te Matapihi, Ngā Mātāpono and the unique aspirations of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Start the process of how to align applicable activities and projects with Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p> <p>Ensure participation of Ngā Hapū o Te Iwi o Whanganui in applicable decision-making processes and that decisions are made in a collaborative manner.</p> <p>Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngā Hapū o Te Iwi o Whanganui.</p> <p>Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Te Tomokanga ki Te Matapihi me Ngā Mātāpono.</p>	<p>A focus on building and maintaining a strong relationship in practice, rather than one simply based on legal contracts or agreements.</p> <p>Engagement based on the principle of Mana ki te Mana, Mahi ki te Mahi.</p> <p>To understand the meaning of Te Tomokanga ki Te Matapihi in order for Stats NZ officials to relay this to all parts/members of the agency.</p> <p>Ensure regular hui/discussions are being held at an operational level with Ngā Hapū o Te Iwi o Whanganui in order to nurture and maintain a positive relationship.</p> <p>Identify shared goals and values and develop strategies to achieve them together.</p> <p>Coordinate with other agencies to involve Ngā Hapū o Te Iwi o Whanganui in every stage of a project, procedure, or policy, starting from ideation and design, all the way to implementation and roll out.</p> <p>Continual exploration of new ways to work together and enhance the partnership.</p>
<p>Toitū Te Mana</p> <p>Relationship of Authority</p> <p><i>A relationship of authority founded on the recognition of Iwi and Hapū permanence and the</i></p>	<p>Recognise Ngā Hapū o Te Iwi o Whanganui as tāngata whenua and value the significant role of iwi and hapū in leading and engaging at all tiers of the system such as agencies working with Ngā Hapū o Te Iwi o Whanganui to address issues impacting the local community and adopting a collaborative approach to finding solutions.</p> <p>Respect the tino rangatiratanga of Ngā Hapū o Te Iwi o</p>	<p>Engage with Ngā Hapū o Te Iwi o Whanganui so that it can if it chooses have an active role in shaping policy and programs that affect their iwi, hapū, whānau, and community within the rohe.</p> <p>Joint idea-generation to propose projects, policies, and initiatives within the Whanganui Settlement Redress Settlement Redress Area as part of the creation/design phase.</p> <p>Successful mechanisms to recognise the importance of Te Tomokanga ki Te Matapihi</p>

DOCUMENTS

5.13: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA AOTEAROA

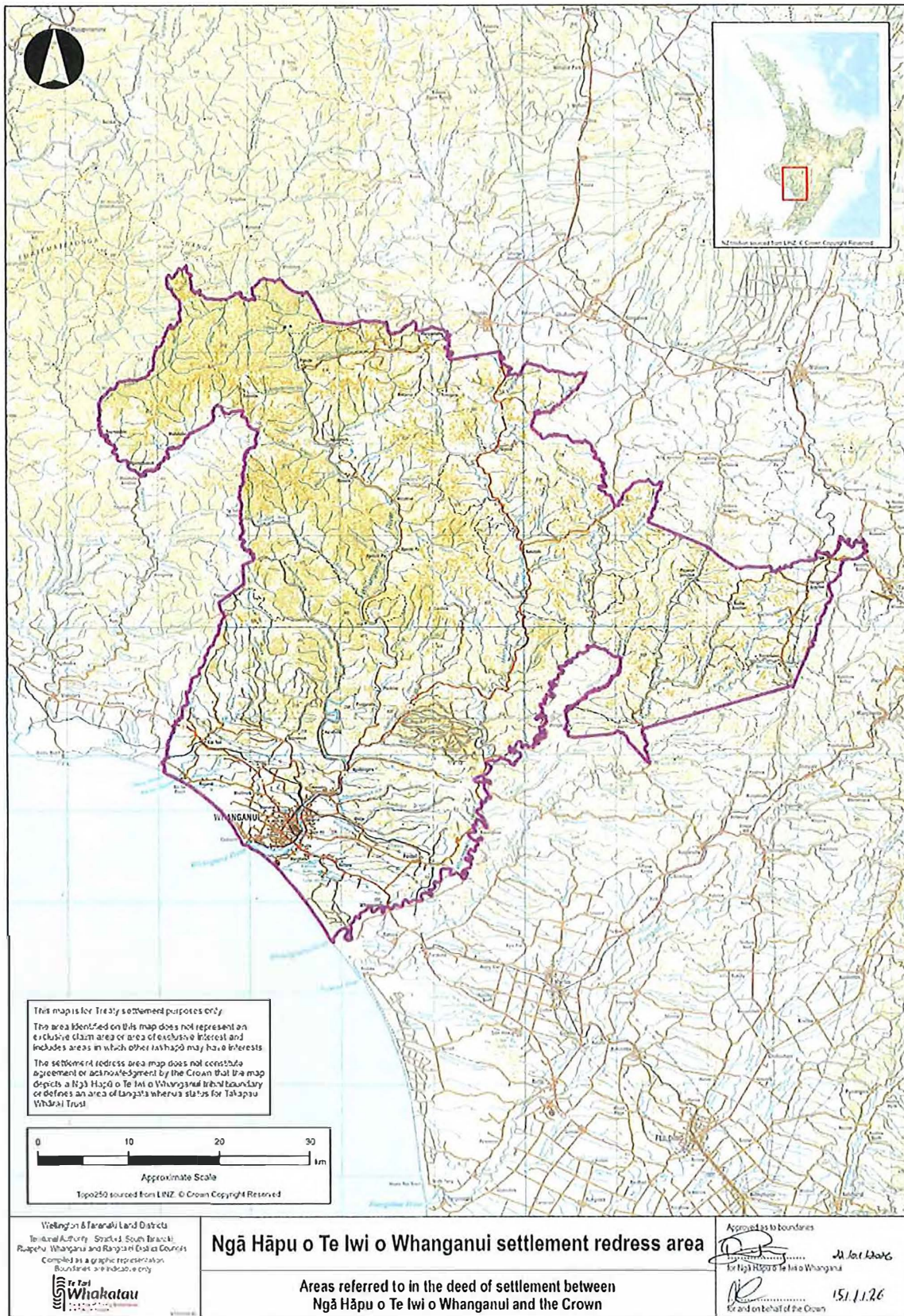
<p>shared responsibility to uphold that mana.</p>	<p>Whanganui and help empower them to participate and make informed decisions.</p> <p>Support any opportunity to engage in a way that aligns with Ngā Mātāpono and values contributions and perspectives of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Ensure Ngā Hapū o Te Iwi o Whanganui are informed and involved at a strategic level from the outset, in business planning, local decision-making, inclusive of regional policy design and implementation frameworks, projects and initiatives.</p> <p>Respecting the mana of Ngā Hapū o Te Iwi o Whanganui and the values and tikanga expressed in Te Tomokanga ki Te Matapihi.</p>	<p>and its relevance to developing hapū and iwi-based solutions to address issues within the rohe.</p> <p>To incorporate Ngā Mātāpono at the operational level to ensure that institutional knowledge persists beyond staff turnover.</p> <p>To value the contributions and perspectives of iwi and hapū in order to consistently support more equitable outcomes for Ngā Hapū o Te Iwi o Whanganui.</p> <p>To create opportunities to support iwi-led initiatives, and advocate for policies and practices that provide options which respect and protect the rights and interests of Ngā Hapū o Te Iwi o Whanganui.</p>
<p>Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.</p>	<p>Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, social and economic well-being of Ngā Hapū o Te Iwi o Whanganui.</p> <p>Engage with Ngā Hapū o Te Iwi o Whanganui in relation to policies and practices that prioritise the health and well-being of the taiao and its inhabitants, both now and for the future generations.</p> <p>Provide information to, and ensure effective reporting for, Ngā Hapū o Te Iwi o Whanganui to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.</p>	<p>To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngā Hapū o Te Iwi o Whanganui and see policy and project through this lens.</p> <p>Development of a holistic, values-based relationship with Ngā Hapū o Te Iwi o Whanganui that is more than just transactional.</p> <p>To uphold its status as in the relationship and act according to the principles of Tupua te Kawa.</p> <p>To partner with Ngā Hapū o Te Iwi o Whanganui to develop a joint reporting framework that allows for the provision of review and evaluation, so that both parties can assess the effectiveness of the relationship agreement over time and identify opportunities for improvement.</p>



DOCUMENTS

5.13: RELATIONSHIP AGREEMENT WITH STATISTICS NEW ZEALAND – TATAURANGA AOTEAROA

APPENDIX TWO – Map of Ngā Hapū o Te Iwi o Whanganui Settlement Redress Area



**6. LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF
THE MINISTRY FOR PRIMARY INDUSTRIES**

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6: LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF THE MINISTRY FOR PRIMARY INDUSTRIES

[Date]

[Name]

Chair

Takapau Whāriki Trust

PO Box 4262

Whanganui 4541

Tēnā koe [Name of Chair]

NGĀ HAPŪ O TE IWI O WHANGANUI LETTER OF RECOGNITION

Please accept my congratulations on the passing of the Ngā Hapū o Te Iwi o Whanganui Claims Settlement Act 20XX. In accordance with the requirements of this legislation, and the Deed of Settlement concluded between the Crown, Takapau Whāriki Trust and Ngā Hapū o Te Iwi o Whanganui, the Ministry for Primary Industries (the **Ministry**) now extends to you this Letter of Recognition.

This letter sets out how the Ministry will work with Ngā Hapū o Te Iwi o Whanganui with on matters of shared interest where these directly affect Ngā Hapū o Te Iwi o Whanganui settlement redress area.

This letter also sets out the specific details of how the Ministry intends to work with Ngā Hapū o Te Iwi o Whanganui, in partnership, to fully implement the Crown's customary fisheries obligations. These obligations arise from the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1996 and the Deed of Settlement signed between the Crown and Ngā Hapū o Te Iwi o Whanganui on [date].

Crown acknowledgement of Te Tomokanga ki Te Matapihi as the basis for resetting the Ministry and Iwi relationship

We acknowledge that, for Ngā Hapū o Te Iwi o Whanganui, their values underpin their relationships with the Crown, including the Ministry. As part of our commitment to our re-newed relationship with you, we record the values framework, known as Te Tomokanga ki Te Matapihi, in our letter of recognition.

TE TOMOKANGA KI TE MATAPIHI

Ko te rangawhenua te mātāpuna o te ora

Mai te whare toka ki te tokatū

He matapihi ki uta, ki tai, ki te ao

He ao āpōpō, he ao tea

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangatiratanga,
our legacy, our aspirations, our future

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6: LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF THE MINISTRY FOR PRIMARY INDUSTRIES

In 1840, the Crown entered through Te Tomokanga ki te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain. Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

- **Te Uku** represents Ngā Hapū o Te Iwi o Whanganui and highlights their inherent right to exist, survive and thrive as tāngata whenua within their tribal nation. This arm creates a responsibility for Ngā Hapū o Te Iwi o Whanganui to ensure that their participation and relationship with the Crown, and any other party, endures for the benefit of future generations.
- **Te Rino** is the arm of the gateway that acknowledges manuhiri, and in the Te Tiriti o Waitangi context represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments and agencies are considered manuhiri. The Ministry for Primary Industries is welcome as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kaho**), where the values and tikanga underpin the future relationship between Ngā Hapū o Te Iwi o Whanganui and the Ministry.

Te Tomokanga ki Te Matapihi holds values, as set out below, which come from the same root philosophy as Tupua Te Kawa. Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other. Together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain.

Ngā Mātāpono

The gateway is supported by pou. Embedded in this are the values and tikanga that govern all relationships in the Ngā Hapū o Te Iwi o Whanganui domain.

- *Toituu te Kupu: integrity*

A relationship of integrity is founded on both the intent of one's word and the truth of its expression. Ngā Hapū o Te Iwi o Whanganui expect partners to act with integrity when providing their services to whānau and whenua.

- *Toitū te Mana: inherited authority*

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

6: LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF THE MINISTRY FOR
PRIMARY INDUSTRIES

- *Toitū te Whenua: physical and metaphysical sustenance*

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

Tupua Te Kawa

Tupua Te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi.

Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

- *Ko te Awa te mātāpuna o te ora*

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

- *E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa*

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

- *Ko au te Awa, ko te Awa ko au*

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

- *Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua*

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and wellbeing of Te Awa Tupua.

**MINISTRY FOR PRIMARY INDUSTRIES: MANATŪ AHU MATUA – AGRICULTURE,
BIOSECURITY, FISHERIES, FORESTRY, AND FOOD SAFETY**

The Ministry for Primary Industries is the Crown's lead agency for agriculture (including horticulture and animal welfare), biosecurity, fisheries, forestry and food safety.

The Ministry recognises Ngā Hapū o Te Iwi o Whanganui as tangata whenua within your settlement redress area.

Information sharing

The Ministry and Ngā Hapū o Te Iwi o Whanganui will use reasonable endeavours to exchange and share relevant information of mutual benefit, subject to the provisions of relevant enactments and the general law.

Ngā Hapū o Te Iwi o Whanganui may request the Ministry attend meetings on matters of shared interest. The Ministry will endeavour to fulfil these requests.

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6: LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF THE MINISTRY FOR PRIMARY INDUSTRIES

Joint work programmes

If agreed by both parties, the Ministry and Ngā Hapū o Te Iwi o Whanganui may work together to develop and implement joint work programmes on matters relating to agriculture (including horticulture and animal welfare), biosecurity, fisheries, forestry and food safety. The terms of delivery will be jointly agreed.

Services and research

The Ministry acknowledges there is potential for Ngā Hapū o Te Iwi o Whanganui to provide services to, or conduct research for, the Ministry and vice versa. Where the Ministry undertakes or contracts for services or research, and where the Ministry considers it to have a direct impact on the Ngā Hapū o Te Iwi o Whanganui settlement redress area, the Ministry will:

- a. notify Takapau Whāriki of its intention to do so and provide Takapau Whāriki with an opportunity to be involved in the planning for services or research, as appropriate;
- b. where applicable, invite Takapau Whāriki to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
- c. advise Takapau Whāriki of the provider it has chosen;
- d. require any research provider to engage with Takapau Whāriki; and
- e. provide Takapau Whāriki with the results of that research, as appropriate.

Consultation

Where the Ngā Hapū o Te Iwi o Whanganui settlement redress area is directly affected by the development of policies and operational processes that are led by the Ministry, the Ministry will consult with Takapau Whāriki.

FISHERIES NEW ZEALAND : TINI A TANGAROA

Recognition of Ngā Hapū o Te Iwi o Whanganui as tangata whenua

The Ministry recognises Ngā Hapū o Te Iwi o Whanganui as tangata whenua within your settlement redress area. The Ministry acknowledges that Ngā Hapū o Te Iwi o Whanganui has an interest in the sustainable utilisation of all species of fish, aquatic life, and seaweed, administered under the Fisheries Act 1996, within your settlement redress area.

The Ministry also acknowledges that Ngā Hapū o Te Iwi o Whanganui have a customary non-commercial interest in all species of fish, aquatic life and seaweed, administered under the Fisheries Act 1996, within your settlement redress area.

Tangata whenua input and participation

The Fisheries Act 1996 provides for the input and participation of tangata whenua in certain sustainability matters and decisions that concern fish stocks, and the effects of fishing on the aquatic environment. The Fisheries Act 1996 also provides that the responsible Minister, the Minister for Oceans and Fisheries, must have particular regard to kaitiakitanga when providing for the input and participation of tangata whenua.

6: LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF THE MINISTRY FOR
PRIMARY INDUSTRIES

Appointment as an advisory committee to the Minister for Oceans and Fisheries

The Minister will appoint Takapau Whāriki as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995. Appointing Takapau Whāriki will require the Minister to consider written advice from the committee when making decisions relating to changes in the management regime for areas of special significance identified by tangata whenua. (The areas of special significance will need to be identified by Takapau Whāriki and agreed to by the Ministry for Primary Industries prior to the appointment of Takapau Whāriki as an advisory committee).

National Fisheries Plans

The management of New Zealand's fisheries is guided by National Fisheries Plans that describe the objectives the Ministry will work towards to manage fisheries. To provide for effective input and participation of tangata whenua into fisheries management decisions, the Ministry has developed the Forum Fisheries Plans (FFP) strategy.

A central element of this strategy is the establishment of integrated Fisheries Management Area forums and the development of FFPs. This will help iwi bring together their commercial, non-commercial, and other fisheries goals of the Ngā Hapū o Te Iwi o Whanganui at a forum level.

Ngā Hapū o Te Iwi o Whanganui involvement in Iwi Fisheries Plans and National Fisheries Plans

The Ministry will ensure that Takapau Whāriki has an opportunity to contribute to the development of an Iwi Fisheries Plan and FFP. The Ministry, within the resources it has available, may assist Takapau Whāriki in developing these plans. This will ensure that Takapau Whāriki's fisheries management objectives and priorities are given visibility and appropriate consideration in the development of any relevant FFP.

The Ministry will ensure that Takapau Whāriki has an opportunity to participate in, and contribute to, any future engagement process which may be developed at a regional level or national level. The Ministry will provide for processes that allow for the input and participation of tangata whenua, within the Ngā Hapū o Te Iwi o Whanganui settlement redress area.

Support for implementation of non-commercial customary fisheries regulations

The Ministry, within the resources available, will also provide Takapau Whāriki with information to enable the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within your settlement redress area. The Ministry can discuss with Takapau Whāriki the process for implementing the Fisheries (Kaimoana Customary Fishing) Regulations.

Rāhui

The Ministry recognises that rāhui is a traditional use and management practice of Ngā Hapū o Te Iwi o Whanganui and may be put in place, within your settlement redress area, by Takapau Whāriki.

The Ministry and Ngā Hapū o Te Iwi o Whanganui acknowledge that a traditional rāhui placed by Takapau Whāriki over your customary fisheries has no force in law, cannot be enforced by the Ministry and that adherence to any rāhui is a matter of voluntary choice. Takapau Whāriki undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngā Hapū o Te Iwi o Whanganui over your customary fisheries, and also the reasons for the rāhui.

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6: LETTER OF RECOGNITION FROM THE DIRECTOR-GENERAL OF THE MINISTRY FOR
PRIMARY INDUSTRIES

The Ministry undertakes, within its resource capabilities, to inform a representative of any fishery stakeholder group that fishes in the area to which the rāhui has been applied (to the extent that such groups exist) of the placing and the lifting of a rāhui by Ngā Hapū o Te Iwi o Whanganui over their customary fisheries.

I once again offer my congratulations to Ngā Hapū o Te Iwi o Whanganui on this landmark event. The Ministry looks forward to a strong and enduring relationship with Ngā Hapū o Te Iwi o Whanganui underpinned by Te Tomokanga ki Te Matapihi and Tupua Te Kawa.

Nāku noa, nā

Ray Smith
Director-General

7. LETTERS OF INTRODUCTION



DOCUMENTS

7.1 LETTER OF INTRODUCTION – TRANSPOWER



Level 2, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

<Date>

James Kilty
Chief Executive
Transpower
PO Box 1021
Wellington

Tēnā koe

Ngā Hapū o Te Iwi o Whanganui Treaty Settlement Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Takapau Whāriki Trust, Ngā Hapū o Te Iwi o Whanganui to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims. Please find a summary of the Deed of Settlement attached as **Appendix One** for your information.

Ngā Hapū o Te Iwi o Whanganui is a large natural group that comprises 22 Iwi/Hapū and 17 marae.

Their settlement redress area (area of interest) centres on Whanganui city and the river mouth area, up the Whanganui River to Pīpīriki. The eastern boundary extends towards Taihape in the North and Ratana in the South. The north-western boundary extends to Whanganui National Park. A map of the Ngā Hapū o Te Iwi o Whanganui settlement redress area is attached for your information at **Appendix Two**.

As part of the settlement, the Crown agreed to write a letter of introduction encouraging Transpower, to discuss matters of common interest and to provide you with a copy of Te Tomokanga ki Te Matapihi, the Ngā Hapū o Te Iwi o Whanganui value framework. Accordingly, I am writing to introduce you to Takapau Whāriki Trust as the post-settlement governance entity for Ngā Hapū o Te Iwi o Whanganui. In doing so, I am hopeful you and Takapau Whāriki Trust can build a positive and enduring relationship.

Te Tomokanga ki Te Matapihi – Ngā Hapū o Te Iwi o Whanganui value framework

Te Tomokanga ki Te Matapihi is the Ngā Hapū o Te Iwi o Whanganui value framework and is attached at **Appendix Three**. The Deed of Settlement recognises that Te Tomokanga is the gateway for resetting Crown-Iwi relationships at the local level and that Ngā Hapū o Te Iwi o Whanganui has a relationship with the Crown based on their values. Te Tomokanga ki Te Matapihi provides a basis for resetting your engagement with Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki Trust.

A handwritten signature in blue ink, appearing to be 'KS', located in the bottom right corner of the page.

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7.1: LETTER OF INTRODUCTION – TRANSPower

[Name of recipient] has also agreed to acknowledge Te Tomokanga ki Te Matapihi underpins your relationship with Ngā Hapū o Te Iwi o Whanganui.

Relationship with Ngā Hapū o Te Iwi o Whanganui

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. Strengthening the relationship between WLS and the local authorities is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki Trust.

Acknowledging that you may already be in contact, as a first step, I ask that you make contact with Ngā Hapū o Te Iwi o Whanganui through the Takapau Whāriki Trust to explore the best ways to engage in the future and initiate discussions about matters of mutual interest. This will support a healthy and durable relationship between the two parties going forward.

The Pouwhakarae/Kaiwhakahaere (Chair) of Takapau Whāriki Trust is [insert name] who may be reached at [insert email address]. The postal address for Takapau Whāriki Trust is:

PO Box 4262
Whanganui 4541

If you have any additional queries, please contact James Mitchell, Negotiation and Settlement Manager, at james.mitchell@tearawhiti.govt.nz via cell on 027 561 1270.

Nāku noa, nā

Justine Smith
Tumu Whakarae – Chief Executive (Acting)
Te Arawhiti – The Office for Māori Crown Relations



Appendix One: Ngā Hapū o Te Iwi o Whanganui summary Deed of Settlement



He Rau Tukutuku

DEED OF SETTLEMENT BETWEEN THE CROWN
AND NGĀ HAPŪ O TE IWI O WHANGANUI

General background

The Ngā Hapū o Te Iwi o Whanganui settlement redress area centres on Whanganui city and the river mouth area, up the Whanganui River to Pipiriki. The eastern boundary extends towards Taihape in the North and the Whangaehu River in the South. The north-western boundary extends to Whanganui National Park.

In 2017, the Crown recognised the mandate of Whanganui Land Settlement Negotiation Trust to represent Ngā Hapū o Te Iwi o Whanganui in negotiating a comprehensive historical Treaty settlement with the Crown.

On 25 July 2017, the Crown signed Crown Expectations and Matters for Agreement with Whanganui Land Settlement Negotiation Trust.

On 30 August 2019, the Crown and Whanganui Land Settlement Negotiation Trust signed an Agreement in Principle, which formed the basis for this settlement.

On 4 December 2025, Whanganui Land Settlement Negotiation Trust and the Crown initialled a Deed of Settlement ("Deed") called He Rau Tukutuku. It was then ratified by Ngā Hapū o Te Iwi o Whanganui members and signed on 2 May 2026 at Kaiwhāki Pā. The settlement will be implemented following the passage of settlement legislation.

Te Tari Whakataui - the Office of Treaty Settlements and Takatū Moana, with the support of Te Papa Atawhai - Department of Conservation, Toitū Te Whenua - Land Information New Zealand, and other government agencies, represented the Crown in day-to-day negotiations.

The Minister for Treaty of Waitangi Negotiations, Hon Paul Goldsmith, and his predecessors, Hon Andrew Little and Hon Christopher Finlayson, represented the Crown in high-level negotiations with Ngā Hapū o Te Iwi o Whanganui.

Te Tomokanga ki Te Matapihi me Ngā Mātāpono

Te Tomokanga ki Te Matapihi me Ngā Mātāpono, the Ngā Hapū o Te Iwi o Whanganui tikanga and values, are central to He Rau Tukutuku - Ngā Hapū o Te Iwi o Whanganui Deed of Settlement ("Deed"). These values are:

Toitū Te Kupu: A relationship of Innate Integrity

A relationship of innate integrity founded on both the intent of one's word and the truth of its expression.

Toitū Te Mana: A relationship of Inherited Authority

A relationship of inherited authority founded on the recognition of iwi and hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: A relationship of Physical and Metaphysical Sustenance

A relationship of sustenance found on humanity having an inalienable connection with, and responsibility to, te taiao and its health and wellbeing.

Te Tomokanga ki Te Matapihi and Ngā Mātāpono are acknowledged in the Deed and settlement legislation and recognised through relationship instruments with Crown agencies and local authorities.

Summary of the historical background to the claims by Ngā Hapū o Te Iwi o Whanganui

In 1839, several rangatira signed a deed purporting to convey over a million acres, including the entire rohe of the hapū and iwi of Whanganui, to the New Zealand Company ("Company"). In May 1840, Whanganui rangatira signed the Tiriti o Waitangi/the Treaty of Waitangi, several days after the Governor had proclaimed sovereignty.

In the same month, 32 Whanganui rangatira also signed the Company deed. By 1841 Company settlers had established a township near Pūtiki Pā. The Crown appointed a Land Claims Commission to inquire into Company transactions and, in 1844, Whanganui rangatira refused to accept the Commissioner's "award" of 40,000 acres to the Company in return for another payment of £1000. In 1846, the Crown began negotiations to complete the Company purchase on the terms of this award, but these broke down due to war in Heretaunga. The Crown extended martial law to Whanganui in 1846, where there was inconclusive fighting in 1847. In 1848, the Crown recommenced negotiations to secure the "award" for the Company, but the block transacted included 89,600 acres, though the payment remained at £1000. The Crown negotiated hard for Māori to make considerable compromises about the reserves set aside.

In 1863, some members of the hapū of Whanganui fought in support of the Kingitanga in Taranaki and Waikato. Fighting spread into Whanganui in 1864 when some Whanganui Māori stopped other Whanganui Pai Mārire adherents from attacking the European township at the battle of Moutoa Island. In 1865, the Crown ordered its Whanganui allies to advance upriver and they attacked the Kingitanga pā at Otoutahi and Pipiriki. After warfare ended in the 1860s, many Whanganui Māori joined the community at Panhaka which practised peaceful resistance and were present in 1881 during the Crown's invasion.

In the 1860s, the Crown established the Native Land Court to individualise customary land tenure and facilitate colonisation. Court processes were expensive. The hapū of Whanganui were required to travel to Whanganui township and stay for long periods. They paid survey costs and other expenses, sometimes selling land to do so. The hapū of Whanganui tried to protect their whenua. In the 1880s, they attempted to vest land in a trust under Te Kōwhiri Rangihimutai, but the Crown did not support this. Between the 1870s and the 1930s, the Crown and private parties purchased a significant amount of Whanganui land from individual owners. The native land laws continued to fragment Māori land ownership in the twentieth century and rendered it difficult to manage and utilise.

7.1: LETTER OF INTRODUCTION – TRANSPower

In 1895, Pipiriki Māori agreed to the development of Pipiriki Native Township on their land, but it ended in failure. By 1905, the hapū of Whanganui had vested around 80,000 acres in a Māori land council for lease for 42 years to be developed while remaining in their ownership. However, the Crown did not protect Māori from failures in the administration of this land which meant all of it was not returned to their control for many decades.

Since 1870, the Crown has compulsorily taken thousands of acres from hapū of Whanganui for public purposes. This included almost 3,000 acres of scenic reserves along the Whanganui River which later formed the basis of the Whanganui National Park. Crown public works projects have at times damaged wāhi tapu, including urupā, lands, forests, and waterways have undergone significant and irreversible changes since 1840. Environmental mātauranga among the hapū and iwi of Whanganui has eroded.

In the twentieth century, Ngā Hapū o Te Iwi o Whanganui have suffered poor health outcomes, fewer employment opportunities, substandard housing, and lower educational achievement. In Crown schools, members of the hapū of Whanganui were punished for speaking te reo Māori which affected transmission between generations. Many have left the Whanganui rohe to seek better opportunities and taonga tūturu are housed in museums and other institutions.

Overview

The Deed is the final settlement of all historical Treaty of Waitangi claims of Ngā Hapū o Te Iwi o Whanganui resulting from acts or omissions by the Crown prior to 21 September 1992, and is made up of a package that includes:

- an agreed historical account, Crown acknowledgments and apology;
- cultural redress; and
- financial and commercial redress.

The benefits of the settlement will be available to all members of Ngā Hapū o Te Iwi o Whanganui wherever they may live. The redress was negotiated by the Whanganui Land Settlement Negotiation Trust.

While the Deed settles all Ngā Hapū o Te Iwi o Whanganui historical claims, the Deed provides that cultural redress over Whanganui National Park will be negotiated separately as collective redress for all iwi with interests.

Crown acknowledgements and apology

The Deed contains a series of acknowledgements by the Crown for its acts and omissions that have breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles and have caused the iwi prejudice. These include its conduct during warfare of the 1840s, failure to complete the 1848 Whanganui block transaction fairly or in good faith, and for causing the outbreak of war in Whanganui in the 1860s. The Crown has also acknowledged the grave impact of the native land laws system on the hapū and iwi of Whanganui and the alienation of land, particularly resulting from extensive public works takings.

The Deed also includes the Crown's apology to the hapū and iwi of Whanganui for its failure to honour its obligations as a Treaty partner and to respect the relationship with the hapū of Whanganui. They have acted with great mana, always remaining committed to their whenua, rangahatanga, and their people. The Crown failed to protect their collective control and instead promoted legislation that facilitated the alienation of land and resources. The Crown regrets that it left the hapū of Whanganui feeling marginalised and suffering from socio-economic deprivation. Through its acknowledgments and apology, the Crown seeks to rebuild its relationship with Ngā Hapū o Te Iwi o Whanganui and restore its tarnished honour.

Cultural redress

The Deed provides for recognition of the traditional, historical, cultural, and spiritual associations that Ngā Hapū o Te Iwi o Whanganui have with places and sites owned by the Crown within their settlement redress area. This allows Ngā Hapū o Te Iwi o Whanganui and the Crown to protect and enhance the conservation values associated with these sites.

CULTURAL REVITALISATION FUND

Ngā Hapū o Te Iwi o Whanganui will receive on settlement date Kia Mana Motuhaketia (cultural revitalisation) funding of \$15.5 million, including:

- \$3 million for Kia Kōrerotia (Te Reo Māori revitalisation);
- \$3 million for Kia Maraeia (marae revitalisation); and
- \$500,000 for establishing the joint reserve board Ngā Tutei a Maru Statutory Board.

VESTING OF LAND

A total of 27 sites of cultural significance will be transferred to Ngā Hapū o Te Iwi o Whanganui as cultural redress. Some sites will transfer subject to certain conditions which will protect existing third-party rights, and existing values such as public access and conservation. Images of each site can be found in the Deed Plans in the Attachments Schedule to the Deed. The settlement legislation will vest these sites in the post-settlement governance entity, Takapau Whāriki Trust, on settlement date.

The following sites will be vested in fee simple in Ngā Hapū o Te Iwi o Whanganui:

Name of Site

- Kai Iwi Road Property
- Kai Iwi 6A1 Site A
- Kai Iwi 6A1 Site B (urupā)
- Kauarapaoa Road property
- Mōwhānau Site A
- Mōwhānau Site B
- Pitangi Village property
- Rapanui Road property
- Whanganui River Road property

The following will be vested as scenic reserves in Ngā Hapū o Te Iwi o Whanganui:

Name of Site

- Kauarapaoa property
- Koriniti property
- Kotiti Stream property
- Ohotu property
- Otawaki property
- Otoko property
- Paetawa property
- Puketarata property
- Ranana/Moikau property
- Raorikia property
- Tauakira property
- Taukoro Forest property

7.1: LETTER OF INTRODUCTION – TRANSPower

- Whanganui River property
- Whiliau property

The following will be vested as local purpose reserves (cultural activities and ecological restoration) in Ngā Hapū o Te Iwi o Whanganui:

Name of Site

- Kai Iwi 6A1 Site C
- Mōwhānau Site C

The Pākaitore property will be vested in Ngā Hapū o Te Iwi o Whanganui as a historic reserve.

The Ohoutahi property will be jointly vested in Ngā Hapū o Te Iwi o Whanganui and Te Kōwhiri o Wainuiāraua as a historic reserve.

OVERLAY CLASSIFICATION

An overlay classification acknowledges the traditional, cultural, spiritual and historical association of Ngā Hapū o Te Iwi o Whanganui with certain sites of significance. The declaration of an area as an overlay classification provides for the Crown to acknowledge Ngā Hapū o Te Iwi o Whanganui values in relation to that area.

The Deed provides for the following overlay classifications:

- Ahuahu area including Ahu Ahu Stream Conservation Area, Ahuahu Conservation Area, Haehaekupenga Scenic Reserve, and Te Tuhi Scenic Reserve;
- Jean D'Arcy – Powataunga area including Part Jean D'Arcy Memorial Conservation Area and Powataunga Scenic Reserve;
- Pitangi area including Mangahowhi Conservation Area and Pitangi Scenic Reserve; and
- Tokomaru East area including Tokomaru East Block Conservation Area.

STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF RECOGNITION

A statutory acknowledgement recognises the association between Ngā Hapū o Te Iwi o Whanganui and a particular site or area and enhances the iwi's ability to participate in specified resource management processes. Deeds of Recognition oblige the Crown to consult with Ngā Hapū o Te Iwi o Whanganui on specified matters and give due consideration to their views regarding their special associations with certain areas.

The Crown offers a statutory acknowledgement over the following eight areas:

Name of Site

- Aramoana Domain Recreation Reserve
- Lake Kchata Wildlife Management Reserve
- Mystery Block Conservation Area
- Owairua Scenic Reserve
- Raukawa Scenic Reserve
- Taupō Conservation Area
- Taunoka Conservation Area
- Te Kōwhiri Conservation Area

The Crown offers a deed of recognition over the following four areas:

Name of Site

- Lake Kchata Wildlife Management Reserve
- Mystery Block Conservation Area
- Owairua Scenic Reserve
- Taunoka Conservation Area

NGĀ TUTEI A MARU STATUTORY BOARD

The settlement legislation will provide for the establishment of a joint board known as Ngā Tutei a Maru Statutory Board to jointly administer Part Queen's Park (Pūkenamu), Part Gormale Domain (Tāwhero), Mōwhānau Village Recreation Reserve sections 54, 55, 69, 70, 71, 82, and 83, and Moutoa Gardens Historic Reserve (Pākaitore). The board will comprise three members appointed by Takapau Whāriki Trust and three members appointed by Whanganui District Council. Subject to the agreement of the Crown, Whanganui District Council, and iwi, the board will have the ability to administer further sites in future.

PLACE NAME CHANGES

Place names recognise iwi associations with geographic areas. The following eight names will be restored as official geographic names through the settlement:

Existing name	New official geographical name
Atene Pa	Kākala
Coriass Island	Mawae
Koriniti Pa	Otukopiri
Mount Featherston	Pūkātūtū
Putiki Pa	Pūtikiwharangi-a-Tamatea-pōkai-whenua
South Spit	Pātapu Spit
Sparrow Cliff	Kaimatira
Wanganui or Whanganui	Whanganui

PROVISION FOR CULTURAL MATERIALS PLAN

Post-settlement, Ngā Hapū o Te Iwi o Whanganui and Te Papa Atawhai – Department of Conservation will jointly develop a cultural materials plan, to apply within the settlement redress area of Ngā Hapū o Te Iwi o Whanganui covering:

- the customary taking of flora material within public conservation land, within the settlement redress area; and
- the possession of protected wildlife found dead within the settlement redress area.

Relationship redress**RELATIONSHIP AGREEMENTS AND PROTOCOLS**

The settlement will provide for the following relationship redress with Crown agencies:

- 'Te Tomokanga Tiaki Taonga', a relationship agreement with Te Tari Taiwhenua – Department of Internal Affairs, the agency responsible for Te Puna Mātauranga o Aotearoa – National Library and Te Rua Mahara o Te Kāwanatanga – Archives New Zealand; Te Papa Tongarewa – Museum of New Zealand; Pouhere Taonga – Heritage New Zealand; and Manatū Taonga – Ministry for Culture and Heritage;
- Relationship agreements with:
 - the Education sector (Te Tāhuhu o te Mātauranga – Ministry of Education and Te Amōrangī Mātauranga Matua – Tertiary Education Commission)
 - the Health sector (Manatū Hauora – Ministry of Health and Te Whatu Ora – Health ITZ)
 - Ikinia Whakatūtūki – Ministry for Business, Innovation and Employment

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the Justice sector (Ara Poutama Aotearoa – Department of Corrections, Ngā Pirihimana o Aotearoa – New Zealand Police, and Te Tāhu o Ture – Ministry of Justice)

Kāinga Ora – Homes and Communities

Manatū Mō Te Taiao – Ministry for the Environment

Te Manatū Whakahaere Ora – Ministry of Social Development

Oranga Tamarii – Ministry for Children

Tātauranga Aotearoa – Statistics New Zealand

Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development

Toitū Te Whenua – Land Information New Zealand

- A partnership agreement with Te Papa Atawhai – Department of Conservation
- Letters of introduction to Ngā Taonga Sound & Vision, Transpower NZ, and Waka Kotahi – NZ Transport Agency;
- A letter of recognition and appointment as an advisory committee to the Minister of Fisheries with Manatū Ahu Mātua – Ministry for Primary Industries; and
- A Crown Minerals Protocol with Hikina Whakatutuki – Ministry of Business, Innovation and Employment in relation to Crown Minerals.

Outside of settlement, Ngā Hapū o Te Iwi o Whanganui will also enter into relationship agreements with Whanganui District Council, Ruapehu District Council, and Horizons Regional Council.

Financial and commercial redress

This redress recognises the losses suffered by Ngā Hapū o Te Iwi o Whanganui arising from breaches by the Crown of its Treaty obligations. The financial and commercial redress is aimed at providing Ngā Hapū o Te Iwi o Whanganui with resources to assist them to develop their economic and social wellbeing.

FINANCIAL REDRESS

Ngā Hapū o Te Iwi o Whanganui will receive financial and commercial redress of \$30 million plus interest. An on-account payment of interest accrued from signing the agreement in principle to signing the Deed, currently estimated to be approximately \$4.5 million, will be provided to the post-settlement governance entity upon deed signing.

COMMERCIAL REDRESS

Ngā Hapū o Te Iwi o Whanganui will receive the right to purchase these properties under the following conditions:

- Part Lismore Hill and Part Lismore Sand Crown forestry licensed land on settlement date, which will come with in excess of \$4.3 million of forest rental proceeds and approximately 37,000 NZ Units (carbon credits);
- Part former Araroho School on settlement date;
- The Te Puna Hapori site (land only), part of which is to be leased back to the Crown;
- Whanganui Community Probation Centre (land only) on a deferred selection basis, to be leased back to the Crown;
- Whanganui Intermediate School (land only) on a deferred selection basis, to be leased back to the Crown;
- Whanganui Forest on a deferred selection basis;
- Whanganui Prison (land only) on a deferred selection basis;

- One Toitū Te Whenua – Land Information New Zealand managed ex-railways property on a deferred selection basis; and
- 53 Treaty Settlement Landbank properties on a deferred selection basis.

Ngā Hapū o Te Iwi o Whanganui will receive:

- Rights of first refusal for 185 years from the settlement date over 493 listed Crown owned properties within the Ngā Hapū o Te Iwi o Whanganui settlement redress area; and
- Rights of first refusal for 185 years over Crown-owned properties within the exclusive RFR area.

Questions and Answers

1. What is the total settlement package?

- An agreed historical account;
- Crown acknowledgement and apology for historical breaches of Te Tiriti o Waitangi/the Treaty of Waitangi;
- Cultural redress including the return of several sites throughout the Ngā Hapū o Te Iwi o Whanganui settlement redress area, relationship redress with 24 Crown agencies and entities, and Kia Mana Motuhaketia (cultural revitalisation) funding of \$15.5 million, including:
 - \$3 million for Kia Kōrero (Te Reo Māori revitalisation);
 - \$3 million for Kia Marae (marae revitalisation); and
 - \$500,000 for establishing the joint reserve board Ngā Tutei a Maru Statutory Board.
- Financial redress of \$30 million plus interest, currently estimated to be approximately \$4.5 million;
- Commercial redress including the right to purchase a number of sites throughout the Ngā Hapū o Te Iwi o Whanganui settlement redress area and the right of first refusal over a number of Crown properties; and
- Commercial redress involving a right to purchase Part Lismore Hill and Part Lismore Sands Crown forestry licensed land, which will come with in excess of \$4.3 million of forest rental proceeds and approximately 37,000 NZ Units (carbon credits), and sites from the Treaty Settlements Landbank.

2. Is there any private land involved?

No.

3. Are the public's rights affected?

Generally no, except for four sites at Mōwhānau Village Recreation Reserve which will be vested in Ngā Hapū o Te Iwi o Whanganui without reserve status.

4. Are any place names changed?

The following place names will change:

- Wanganui or Whanganui to Whanganui;
- Atene Pa to Kākāta;
- Corless Island to Māwae;
- Koriniti Pa to Ōtukopiri;
- Mount Featherston to Pukeūtū;
- Putiki Pa to Pūtikūwharanui-a-Tarnatea-pōkai-whenua;
- South Spit to Pātapu Spit; and
- Sparrow Cliff to Kaimatira.

7.1: LETTER OF INTRODUCTION – TRANSPOWER

5. What are statutory acknowledgements and deeds of recognition?

Statutory acknowledgements acknowledge areas or sites with which iwi have a special relationship, and will be recognised in any relevant proceedings under the Resource Management Act 1991. These provisions aim to avoid past problems where areas of significance to Māori, such as urupā, were simply cleared or excavated for public works or similar purposes without permission or consultation with iwi. Statutory acknowledgements do not convey a property right and are non-exclusive.

Deeds of recognition set out an agreement between the administering Crown body (the Minister of Conservation) and a claimant group in recognition of their special association with a site and specify the nature of their input into the management of the site.

6. What is an overlay classification?

An overlay classification acknowledges the traditional cultural, spiritual and historical association of an iwi with certain sites of significance administered by Te Papa Atawhai - Department of Conservation.

An overlay classification status requires the Minister of Conservation and the settling group to develop and publicise a set of principles that will assist the Minister to avoid harming or diminishing values of the settling group with regard to that land. The New Zealand Conservation Authority and relevant Conservation Boards will also be required to have regard to the principles and consult with the settling group.

7. What happens to memorials on private titles?

The legislative restrictions (memorials) placed on the title of Crown properties and some former Crown properties now in private ownership will be removed once all Treaty claims in the area have been settled.

8. When will the settlement take effect?

The settlement will take effect 40 working days following the enactment of the settlement legislation, which comprises the settlement bill passing through Parliament and gaining Royal Assent.

9. Do Ngā Hapū o Te Iwi o Whanganui have the right to come back and make further claims about the behaviour of the Crown in the 19th and 20th centuries?

No. When the Deed is signed and settlement legislation is passed it will be a final and comprehensive settlement of all historical (relating to events before 21 September 1992) Treaty of Waitangi claims of Ngā Hapū o Te Iwi o Whanganui. The settlement legislation, once passed, will prevent the iwi relitigating their claims before the Waitangi Tribunal or the courts.

The settlement will still allow Ngā Hapū o Te Iwi o Whanganui to pursue claims against the Crown for acts or omissions after 21 September 1992 including claims based on the continued existence of aboriginal title or customary rights. The Crown also retains the right to dispute such claims or the existence of such title rights.

10. Who benefits from the settlement?

All members of Ngā Hapū o Te Iwi o Whanganui wherever they may now live.

DOCUMENTS

7.1: LETTER OF INTRODUCTION – TRANSPOWER



This and other settlement summaries are also available at www.govt.nz

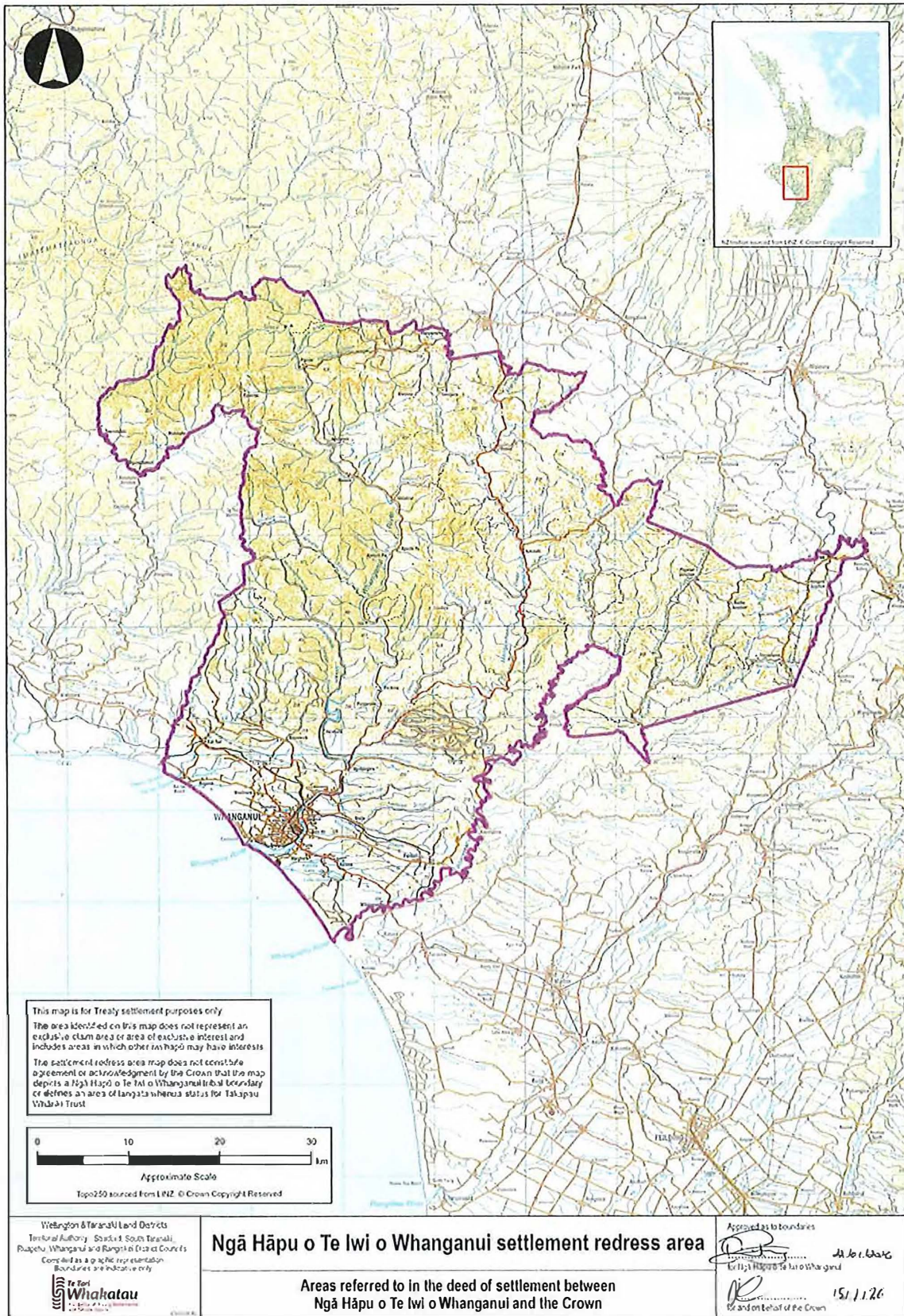
Te Kāwanatanga o Aotearoa
New Zealand Government

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Appendix Two: Ngā Hapū o Te Iwi o Whanganui settlement redress area



[Handwritten signature]

7.1: LETTER OF INTRODUCTION – TRANSPower

Appendix Three: Te Tomokanga ki Te Matapihi – Ngā Hapū o Te Iwi o Whanganui value framework

*Ko te rangawhenua te mātāpuna o te ora
 Mai te whare toka ki te tokatū
 He matapihi ki uta, ki tai, ki te ao
 He ao āpōpō, he ao tea*

Our nationhood sustains us,
 our tribal domain dictates our worldview,
 our culture and economy sustain and elevate
 our mana motuhake and tino rangatiratanga,
 our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain.

Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

- **Te Uku** represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as mana whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.
- **Te Rino** is the arm of the gateway that acknowledges manuhiri, and in the Te Tiriti o Waitangi context represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments, agencies and entities are considered manuhiri. We welcome the Crown and its agents as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kaho**). Our values and tikanga underpin the future relationship between Ngā Hapū o Te Iwi o Whanganui and the Crown and its agents. Te Tomokanga ki Te Matapihi holds values, as set out below, which come from the same root philosophy as Tupua Te Kawa.

Tupua Te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

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Ngā Mātāpono

The gateway is supported by pou. Embedded in this are our values and tikanga that govern all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values govern our relationship with Transpower.

Toituu te Kupu: Integrity

A relationship of integrity is founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toituu te Mana: inherited authority

A relationship of inherited authority is founded on the recognition of the permanence of Iwi Mana and on the sharing of responsibility to uphold that mana. Mana stems from maintaining the relationship between humanity and the natural world and people with one another through appropriate tikanga. We see Transpower as playing a large role in upholding the mana of our people.

Toituu te Whenua: physical and metaphysical sustenance

Tupua Te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other, and together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain:

Tupua Te Kawa

Tupua Te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other, and together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui:

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi.

Tupua Te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua.

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and wellbeing of Te Awa Tupua.

7.2 LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION



Level 2, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

<Date>

Honiana Love
Chief Executive – Tumu Whakarae
Ngā Taonga Sound & Vision
70 Molesworth St
Thorndon
Wellington 6011

Tēnā koe

Ngā Hapū o Te Iwi o Whanganui Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Takapau Whāriki Trust and Ngā Hapū o Te Iwi o Whanganui to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims. Please find a summary of the Deed of Settlement attached as **Appendix One** for your information. Ngā Hapū o Te Iwi o Whanganui (formerly known as Whanganui Land Settlement) comprises 22 Iwi/Hapū and 17 marae. Their settlement redress area (area of interest) centres on Whanganui city and the river mouth area, up the Whanganui River to Pīpīriki. The eastern boundary extends towards Taihape in the North and Ratana in the South. The north-western boundary extends to Whanganui National Park. A map of the Ngā Hapū o Te Iwi o Whanganui settlement redress area is attached for your information at **Appendix Two**.

As part of the settlement, the Crown agreed to write a letter of introduction encouraging Ngā Taonga Sound & Vision, to discuss matters of common interest and to provide you with a copy of Te Tomokanga ki te Matapihi, the Ngā Hapū o Te Iwi o Whanganui tikanga and values framework. Accordingly, I am writing to introduce you to Takapau Whāriki Trust as the post-settlement governance entity of Ngā Hapū o Te Iwi o Whanganui. In doing so, I am hopeful you and the trust can build on your existing positive relationship.

Te Tomokanga ki Te Matapihi – Whanganui Land Settlement value framework

Te Tomokanga ki Te Matapihi framework is attached at **Appendix Three**. The Deed of Settlement recognises that Te Tomokanga is the gateway for resetting Crown-Iwi relationships at the local level and that Ngā Hapū o Te Iwi o Whanganui has a relationship with the Crown based on their values. Te Tomokanga ki Te Matapihi provides a basis for resetting your engagement with Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki Trust.

Ngā Taonga Sound & Vision has also agreed to acknowledge Te Tomokanga ki Te Matapihi underpins your relationship with Ngā Hapū o Te Iwi o Whanganui.

Relationship with Ngā Hapū o Te Iwi o Whanganui

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. Strengthening the relationship between Ngā Hapū o Te Iwi o Whanganui and Crown entities is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki Trust.

I note Ngā Taonga's commitment to building greater collaboration and trust with Iwi/Māori. Ngā Taonga's Kaitiaki framework seeks to make space for Kaitiaki to maintain an enduring relationship with their taonga Māori and speak on their behalf to ensure appropriate access. The framework aligns well with Te Tomokanga ki Te Matapihi.

Acknowledging that you may already be in contact, as a first step, I ask that you make contact with Ngā Hapū o Te Iwi o Whanganui through the Takapau Whāriki Trust to explore the best ways to engage in the future and initiate discussions about matters of mutual interest. This will support a healthy and durable relationship between the two parties going forward.

The Pouwhakarae/Kaiwhakahaere of Takapau Whāriki Trust is [insert name] who may be reached at [insert email address]. The postal address for Takapau Whāriki Trust is:

PO Box 4262
Whanganui 4541

If you have any additional queries, please contact James Mitchell, Negotiation and Settlement Manager, at james.mitchell@tearawhiti.govt.nz via cell on 027 561 1270.

Nāku noa, nā

Justine Smith
Tumu Whakarae – Chief Executive (Acting)
Te Arawhiti – The Office for Māori Crown Relations

Appendix One: Ngā Hapū o Te Iwi o Whanganui summary Deed of Settlement



He Rau Tukutuku

DEED OF SETTLEMENT BETWEEN THE CROWN
AND NGĀ HAPŪ O TE IWI O WHANGANUI

General background

The Ngā Hapū o Te Iwi o Whanganui settlement redress area centres on Whanganui city and the river mouth area, up the Whanganui River to Pipiriki. The eastern boundary extends towards Taihape in the North and the Whangaehu River in the South. The north-western boundary extends to Whanganui National Park.

In 2017, the Crown recognised the mandate of Whanganui Land Settlement Negotiation Trust to represent Ngā Hapū o Te Iwi o Whanganui in negotiating a comprehensive historical Treaty settlement with the Crown.

On 25 July 2017, the Crown signed Crown Expectations and Matters for Agreement with Whanganui Land Settlement Negotiation Trust.

On 30 August 2019, the Crown and Whanganui Land Settlement Negotiation Trust signed an Agreement in Principle, which formed the basis for this settlement.

On 4 December 2025, Whanganui Land Settlement Negotiation Trust and the Crown initialled a Deed of Settlement ("Deed") called He Rau Tukutuku. It was then ratified by Ngā Hapū o Te Iwi o Whanganui members and signed on 2 May 2026 at Kaiwhaiki Pā. The settlement will be implemented following the passage of settlement legislation.

Te Tari Whakatau - the Office of Treaty Settlements and Takatū Moana, with the support of Te Papa Atawhai - Department of Conservation, Teitū Te Whenua - Land Information New Zealand, and other government agencies, represented the Crown in day-to-day negotiations.

The Minister for Treaty of Waitangi Negotiations, Hon Paul Goldsmith, and his predecessors, Hon Andrew Little and Hon Christopher Finlayson, represented the Crown in high-level negotiations with Ngā Hapū o Te Iwi o Whanganui.

Te Tomokanga ki Te Matapihi me Ngā Mātāpono

Te Tomokanga ki Te Matapihi me Ngā Mātāpono, the Ngā Hapū o Te Iwi o Whanganui tāonga and values, are central to He Rau Tukutuku – Ngā Hapū o Te Iwi o Whanganui Deed of Settlement ("Deed"). These values are:

Toi10 Te Kupu: A relationship of Innate Integrity

A relationship of innate integrity founded on both the intent of one's word and the truth of its expression.

Toi10 Te Mana: A relationship of Inherited Authority

A relationship of inherited authority founded on the recognition of iwi and hapū permanence and the shared responsibility to uphold that mana.

Toi10 Te Whenua: A relationship of Physical and Metaphysical Sustenance

A relationship of sustenance found on humanity having an inalienable connection with, and responsibility to, te taiao and its health and wellbeing.

Te Tomokanga ki Te Matapihi and Ngā Mātāpono are acknowledged in the Deed and settlement legislation and recognised through relationship instruments with Crown agencies and local authorities.

Summary of the historical background to the claims by Ngā Hapū o Te Iwi o Whanganui

In 1839, several rangatira signed a deed purporting to convey over a million acres, including the entire rohe of the hapū and iwi of Whanganui, to the New Zealand Company ("Company"). In May 1840, Whanganui rangatira signed te Tiriti o Waitangi/the Treaty of Waitangi, several days after the Governor had proclaimed sovereignty.

In the same month, 32 Whanganui rangatira also signed the Company deed. By 1841 Company settlers had established a township near Pūtiki Pā. The Crown appointed a Land Claims Commission to inquire into Company transactions and, in 1844, Whanganui rangatira refused to accept the Commissioner's "award" of 40,000 acres to the Company in return for another payment of £1000. In 1846, the Crown began negotiations to complete the Company purchase on the terms of this award, but these broke down due to war in Heretaunga. The Crown extended martial law to Whanganui in 1846, where there was inconclusive fighting in 1847. In 1848, the Crown recommenced negotiations to secure the "award" for the Company, but the block transacted included 89,600 acres, though the payment remained at £1000. The Crown negotiated hard for Māori to make considerable compromises about the reserves set aside.

In 1863, some members of the hapū of Whanganui fought in support of the Kingitanga in Taranaki and Waikato. Fighting spread into Whanganui in 1864 when some Whanganui Māori stopped other Whanganui Pā Māori adherents from attacking the European township at the battle of Moutoa Island. In 1865, the Crown ordered its Whanganui allies to advance upriver and they attacked the Kingitanga pā at Ohouhahi and Pipiriki. After warfare ended in the 1860s, many Whanganui Māori joined the community at Panhaka which practised peaceful resistance and were present in 1881 during the Crown's invasion.

In the 1860s, the Crown established the Native Land Court to individualise customary land tenure and facilitate colonisation. Court processes were expensive. The hapū of Whanganui were required to travel to Whanganui township and stay for long periods. They paid survey costs and other expenses, sometimes selling land to do so. The hapū of Whanganui tried to protect their whenua. In the 1880s, they attempted to vest land in a trust under Te Keepa Te Rangihinui, but the Crown did not support this. Between the 1870s and the 1930s, the Crown and private parties purchased a significant amount of Whanganui land from individual owners. The native land laws continued to fragment Māori land ownership in the twentieth century and rendered it difficult to manage and utilise.

7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION

In 1895, Pipiriki Māori agreed to the development of Pipiriki Native Township on their land, but it ended in failure. By 1905, the hapū of Whanganui had vested around 80,000 acres in a Māori land council for lease for 42 years to be developed while remaining in their ownership. However, the Crown did not protect Māori from failures in the administration of this land which meant all of it was not returned to their control for many decades.

Since 1870, the Crown has compulsorily taken thousands of acres from hapū of Whanganui for public purposes. This included almost 3,000 acres of scenic reserves along the Whanganui River which later formed the basis of the Whanganui National Park. Crown public works projects have at times damaged wāhi tapu, including urupā. Lands, forests, and waterways have undergone significant and irreversible changes since 1840. Environmental mītauranga among the hapū and iwi of Whanganui has eroded.

In the twentieth century, Ngā Hapū o Te Iwi o Whanganui have suffered poor health outcomes, fewer employment opportunities, substandard housing, and lower educational achievement. In Crown schools, members of the hapū of Whanganui were punished for speaking te reo Māori which affected transmission between generations. Many have left the Whanganui rohe to seek better opportunities and taonga tūluru are housed in museums and other institutions.

Overview

The Deed is the final settlement of all historical Treaty of Waitangi claims of Ngā Hapū o Te Iwi o Whanganui resulting from acts or omissions by the Crown prior to 21 September 1992, and is made up of a package that includes:

- an agreed historical account, Crown acknowledgments and apology;
- cultural redress; and
- financial and commercial redress.

The benefits of the settlement will be available to all members of Ngā Hapū o Te Iwi o Whanganui wherever they may live. The redress was negotiated by the Whanganui Land Settlement Negotiation Trust.

While the Deed settles all Ngā Hapū o Te Iwi o Whanganui historical claims, the Deed provides that cultural redress over Whanganui National Park will be negotiated separately as collective redress for all iwi with interests.

Crown acknowledgements and apology

The Deed contains a series of acknowledgements by the Crown for its acts and omissions that have breached to Tiriti o Waitangi/the Treaty of Waitangi and its principles and have caused the iwi prejudice. These include its conduct during warfare of the 1840s, failure to complete the 1848 Whanganui block transaction fairly or in good faith, and for causing the outbreak of war in Whanganui in the 1860s. The Crown has also acknowledged the grave impact of the native land laws system on the hapū and iwi of Whanganui and the alienation of land, particularly resulting from extensive public works takings.

The Deed also includes the Crown's apology to the hapū and iwi of Whanganui for its failure to honour its obligations as a Treaty partner and to respect the relationship with the hapū of Whanganui. They have acted with great mana, always remaining committed to their whenua, rangatira, and their people. The Crown failed to protect their collective control and instead promoted legislation that facilitated the alienation of land and resources. The Crown regrets that it left the hapū of Whanganui feeling marginalised and suffering from socio-economic deprivation. Through its acknowledgments and apology, the Crown seeks to rebuild its relationship with Ngā Hapū o Te Iwi o Whanganui and restore its tarnished honour.

Cultural redress

The Deed provides for recognition of the traditional, historical, cultural, and spiritual associations that Ngā Hapū o Te Iwi o Whanganui have with places and sites owned by the Crown within their settlement redress area. This allows Ngā Hapū o Te Iwi o Whanganui and the Crown to protect and enhance the conservation values associated with these sites.

CULTURAL REVITALISATION FUND

Ngā Hapū o Te Iwi o Whanganui will receive on settlement date Kia Mana Motuhaketa (cultural revitalisation) funding of \$15.5 million, including:

- \$3 million for Kia Kōrerotia (Te Reo Māori revitalisation);
- \$3 million for Kia Maraetia (marae revitalisation); and
- \$500,000 for establishing the joint reserve board Ngā Tutei a Maru Statutory Board.

VESTING OF LAND

A total of 27 sites of cultural significance will be transferred to Ngā Hapū o Te Iwi o Whanganui as cultural redress. Some sites will transfer subject to certain conditions which will protect existing third-party rights, and existing values such as public access and conservation. Images of each site can be found in the Deed Plans in the Attachments Schedule to the Deed. The settlement legislation will vest these sites in the post-settlement governance entity, Takapau Whānaki Trust, on settlement date.

The following sites will be vested in fee simple in Ngā Hapū o Te Iwi o Whanganui:

Name of Site

- Kai Iwi Road Property
- Kai Iwi 6A1 Site A
- Kai Iwi 6A1 Site B (urupā)
- Kauarapaoa Road property
- Mōwhānau Site A
- Mōwhānau Site B
- Pitangi Village property
- Rapanui Road property
- Whanganui River Road property

The following will be vested as scenic reserves in Ngā Hapū o Te Iwi o Whanganui:

Name of Site

- Kauarapaoa property
- Koriniti property
- Kētū Stream property
- Ohotu property
- Otawaki property
- Ototo property
- Paelawa property
- Puketarata property
- Ranana/Morikau property
- Raonkia property
- Tauakira property
- Taukoro Forest property

7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION

- Whanganui River property
- Whitiāu property

The following will be vested as local purpose reserves (cultural activities and ecological restoration) in Ngā Hapū o Te Iwi o Whanganui:

Name of Site

- Kai Iwi 6A1 Site C
- Mōwhānau Site C

The Pākaitore property will be vested in Ngā Hapū o Te Iwi o Whanganui as a historic reserve.

The Ohoutahi property will be jointly vested in Ngā Hapū o Te Iwi o Whanganui and Te Korowai o Wainuiārua as a historic reserve.

OVERLAY CLASSIFICATION

An overlay classification acknowledges the traditional, cultural, spiritual, and historical association of Ngā Hapū o Te Iwi o Whanganui with certain sites of significance. The declaration of an area as an overlay classification provides for the Crown to acknowledge Ngā Hapū o Te Iwi o Whanganui values in relation to that area.

The Deed provides for the following overlay classifications:

- Ahuahu area including Ahu Ahu Stream Conservation Area, Ahuahu Conservation Area, Haehaekupenga Scenic Reserve, and Te Tuhi Scenic Reserve;
- Jean D'Arcy – Powataunga area including Part Jean D'Arcy Memorial Conservation Area and Powataunga Scenic Reserve;
- Pitangi area including Mangahowhi Conservation Area and Pitangi Scenic Reserve; and
- Tokomaru East area including Tokomaru East Block Conservation Area.

STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF RECOGNITION

A statutory acknowledgement recognises the association between Ngā Hapū o Te Iwi o Whanganui and a particular site or area and enhances the iwi's ability to participate in specified resource management processes. Deeds of Recognition oblige the Crown to consult with Ngā Hapū o Te Iwi o Whanganui on specified matters and give due consideration to their views regarding their special associations with certain areas.

The Crown offers a statutory acknowledgement over the following eight areas:

Name of Site

- Aramoana Domain Recreation Reserve
- Lake Kōhata Wildlife Management Reserve
- Mystery Block Conservation Area
- Owairua Scenic Reserve
- Raukawa Scenic Reserve
- Tauroa Conservation Area
- Taunoka Conservation Area
- Te Komai Conservation Area

The Crown offers a deed of recognition over the following four areas:

Name of Site

- Lake Kōhata Wildlife Management Reserve
- Mystery Block Conservation Area
- Owairua Scenic Reserve
- Taunoka Conservation Area

NGĀ TUTEI A MARU STATUTORY BOARD

The settlement legislation will provide for the establishment of a joint board known as Ngā Tutei a Maru Statutory Board to jointly administer Part Queen's Park (Rukenamu), Part Gonville Domain (Tāwhero), Mōwhānau Village Recreation Reserve sections 54, 55, 69, 70, 71, 82, and 83, and Moutoa Gardens Historic Reserve (Pākaitore). The board will comprise three members appointed by Takapau Whāriki Trust and three members appointed by Whanganui District Council. Subject to the agreement of the Crown, Whanganui District Council, and iwi, the board will have the ability to administer further sites in future.

PLACE NAME CHANGES

Place names recognise iwi associations with geographic areas. The following eight names will be restored as official geographic names through the settlement:

Existing name	New official geographical name
Atene Pa	Kāhata
Corliss Island	Hewae
Kerinitī Pa	Ōtukopiri
Mount Featherston	Pukātūtū
Putūki Pa	Pūtikiwharanui-a-Tamatea-pōkai-whenua
South Spit	Pātapu Spit
Sparrow Cliff	Kaimatira
Whanganui or Whanganui	Whanganui

PROVISION FOR CULTURAL MATERIALS PLAN

Post-settlement, Ngā Hapū o Te Iwi o Whanganui and Te Papa Atawhai – Department of Conservation will jointly develop a cultural materials plan, to apply within the settlement redress area of Ngā Hapū o Te Iwi o Whanganui covering:

- the customary taking of flora material within public conservation land, within the settlement redress area; and
- the possession of protected wildlife found dead within the settlement redress area.

Relationship redress**RELATIONSHIP AGREEMENTS AND PROTOCOLS**

The settlement will provide for the following relationship redress with Crown agencies:

- 'Te Tomokanga Tiaki Taonga', a relationship agreement with Te Tari Taiwhenua – Department of Internal Affairs, the agency responsible for Te Puna Mātauranga o Aotearoa – National Library and Te Rua Mahara o Te Kāwanatanga – Archives New Zealand; Te Papa Tongarewa – Museum of New Zealand; Pouhere Taonga – Heritage New Zealand; and Manatū Taonga – Ministry for Culture and Heritage;
- Relationship agreements with:
 - › the Education sector (Te Tāhuhu o te Mātauranga – Ministry of Education and Te Amorangi Mātauranga Matua – Tertiary Education Commission)
 - › the Health sector (Manatū Hauora – Ministry of Health and Te Whatu Ora – Health NZ)
 - › Hāina Whakatutuki – Ministry for Business, Innovation and Employment

7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION

- the Justice sector (Ara Poutama Aotearoa – Department of Corrections, Ngā Pirihimana o Aotearoa – New Zealand Police, and Te Tahu o Ture – Ministry of Justice)
- Kāinga Ora – Homes and Communities
- Manatū Mō Te Taiao – Ministry for the Environment
- Te Manatū Whakahiato Ora – Ministry of Social Development
- Oranga Tamariki – Ministry for Children
- Tatauranga Aotearoa – Statistics New Zealand
- Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development
- Toitū Te Whenua – Land Information New Zealand

- A partnership agreement with Te Papa Atawhai – Department of Conservation;
- Letters of introduction to Ngā Taonga Sound & Vision, Transpower NZ, and Waka Kotahi – NZ Transport Agency;
- A letter of recognition and appointment as an advisory committee to the Minister of Fisheries with Manatū Ahu Mātua – Ministry for Primary Industries; and
- A Crown Minerals Protocol with HeKina Whakatutuki – Ministry of Business, Innovation and Employment in relation to Crown Minerals.

Outside of settlement, Ngā Hapū o Te Iwi o Whanganui will also enter into relationship agreements with Whanganui District Council, Ruapehu District Council, and Horizons Regional Council.

Financial and commercial redress

This redress recognises the losses suffered by Ngā Hapū o Te Iwi o Whanganui arising from breaches by the Crown of its Treaty obligations. The financial and commercial redress is aimed at providing Ngā Hapū o Te Iwi o Whanganui with resources to assist them to develop their economic and social wellbeing.

FINANCIAL REDRESS

Ngā Hapū o Te Iwi o Whanganui will receive financial and commercial redress of \$30 million plus interest. An on-account payment of interest accrued from signing the agreement in principle to signing the Deed, currently estimated to be approximately \$4.5 million, will be provided to the post-settlement governance entity upon deed signing.

COMMERCIAL REDRESS

Ngā Hapū o Te Iwi o Whanganui will receive the right to purchase these properties under the following conditions:

- Part Lismore Hill and Part Lismore Sand Crown forestry licensed land on settlement date, which will come with in excess of \$4.3 million of forest rental proceeds and approximately 32,000 NZ Units (carbon credits);
- Part former Aranoho School on settlement date;
- The Te Puna Hāpori site (land only), part of which is to be leased back to the Crown;
- Whanganui Community Probation Centre (land only) on a deferred selection basis, to be leased back to the Crown;
- Whanganui Intermediate School (land only) on a deferred selection basis, to be leased back to the Crown;
- Whanganui Forest on a deferred selection basis;
- Whanganui Prison (land only) on a deferred selection basis;

- One Toitū Te Whenua – Land Information New Zealand managed ex-railways property on a deferred selection basis; and
- 53 Treaty Settlement Landbank properties on a deferred selection basis.

Ngā Hapū o Te Iwi o Whanganui will receive:

- Rights of first refusal for 185 years from the settlement date over 493 listed Crown-owned properties within the Ngā Hapū o Te Iwi o Whanganui settlement redress area; and
- Rights of first refusal for 185 years over Crown-owned properties within the exclusive RFR area.

Questions and Answers

1. What is the total settlement package?

- An agreed historical account;
- Crown acknowledgement and apology for historical breaches of Te Tiriti o Waitangi/the Treaty of Waitangi;
- Cultural redress including the return of several sites throughout the Ngā Hapū o Te Iwi o Whanganui settlement redress area, relationship redress with 24 Crown agencies and entities, and Kia Mana Motuhake:ia (cultural revitalisation) funding of \$15.5 million, including:
 - \$3 million for Kia Kōrero:ia (Te Reo Māori revitalisation);
 - \$3 million for Kia Maraetia (marae revitalisation); and
 - \$500,000 for establishing the joint reserve board Ngā Tutei a Maru Statutory Board.
- Financial redress of \$30 million plus interest, currently estimated to be approximately \$4.5 million;
- Commercial redress including the right to purchase a number of sites throughout the Ngā Hapū o Te Iwi o Whanganui settlement redress area and the right of first refusal over a number of Crown properties; and
- Commercial redress involving a right to purchase Part Lismore Hill and Part Lismore Sands Crown forestry licensed land, which will come with in excess of \$4.3 million of forest rental proceeds and approximately 32,000 NZ Units (carbon credits), and sites from the Treaty Settlements Landbank.

2. Is there any private land involved?

No.

3. Are the public's rights affected?

Generally no, except for four sites at Mōwhānau Village Recreation Reserve which will be vested in Ngā Hapū o Te Iwi o Whanganui without reserve status.

4. Are any place names changed?

The following place names will change:

- Wanganui or Whanganui to Whanganui;
- Ateno Pa to Kāwala;
- Corliss Island to Mawae;
- Koriniti Pa to Ōtukopiri;
- Mount Featherston to Puketūtū;
- Putiki Pa to Pūtikiwharanui-a-Tamatea-pōkai-whenua;
- South Spit to Pātapu Spit; and
- Sparrow Cliff to Kaimāira.

7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION

5. What are statutory acknowledgements and deeds of recognition?

Statutory acknowledgements acknowledge areas or sites with which iwi have a special relationship, and will be recognised in any relevant proceedings under the Resource Management Act 1991. These provisions aim to avoid past problems where areas of significance to Māori, such as urupā, were simply cleared or excavated for public works or similar purposes without permission or consultation with iwi. Statutory acknowledgements do not convey a property right and are non-exclusive.

Deeds of recognition set out an agreement between the administering Crown body (the Minister of Conservation) and a claimant group in recognition of their special association with a site and specify the nature of their input into the management of the site.

6. What is an overlay classification?

An overlay classification acknowledges the traditional, cultural, spiritual and historical association of an iwi with certain sites of significance administered by Te Papa Atawhai - Department of Conservation.

An overlay classification status requires the Minister of Conservation and the settling group to develop and publicise a set of principles that will assist the Minister to avoid harming or diminishing values of the settling group with regard to that land. The New Zealand Conservation Authority and relevant Conservation Boards will also be required to have regard to the principles and consult with the settling group.

7. What happens to memorials on private titles?

The legislative restrictions (memorials) placed on the title of Crown properties and some former Crown properties now in private ownership will be removed once all Treaty claims in the area have been settled.

8. When will the settlement take effect?

The settlement will take effect 40 working days following the enactment of the settlement legislation, which comprises the settlement bill passing through Parliament and gaining Royal Assent.

9. Do Ngā Hapū o Te Iwi o Whanganui have the right to come back and make further claims about the behaviour of the Crown in the 19th and 20th centuries?

No. When the Deed is signed and settlement legislation is passed it will be a final and comprehensive settlement of all historical (relating to events before 21 September 1992) Treaty of Waitangi claims of Ngā Hapū o Te Iwi o Whanganui. The settlement legislation, once passed, will prevent the iwi relitigating their claims before the Waitangi Tribunal or the courts.

The settlement will still allow Ngā Hapū o Te Iwi o Whanganui to pursue claims against the Crown for acts or omissions after 21 September 1992 including claims based on the continued existence of aboriginal title or customary rights. The Crown also retains the right to dispute such claims or the existence of such title rights.

10. Who benefits from the settlement?

All members of Ngā Hapū o Te Iwi o Whanganui wherever they may now live.

DOCUMENTS

7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION



This and other settlement summaries are also available at www.govt.nz

Tū Kāwanatanga o Aotearoa
New Zealand Government

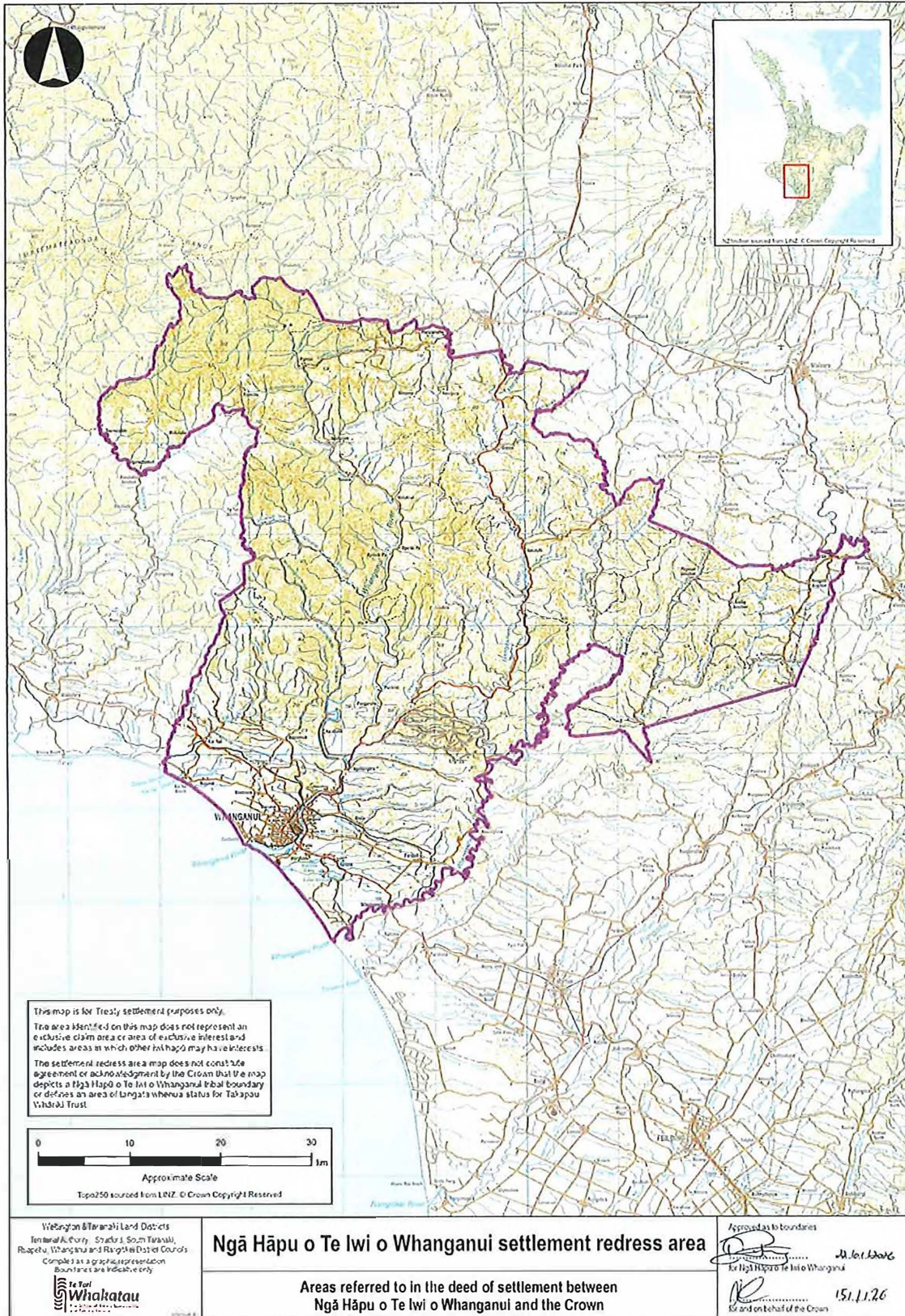
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7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION

Appendix Two: Ngā Hāpū o Te Iwi o Whanganui settlement redress area



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7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION

Appendix Three: Te Tomokanga ki Te Matapihi – Ngā Hapū o Te Iwi o Whanganui values framework

*Ko te rangawhenua te mātāpuna o te ora
 Mai te whare toka ki te tokatū
 He matapihi ki uta, ki tai, ki te ao
 He ao āpōpō, he ao tea*

Our nationhood sustains us,
 our tribal domain dictates our worldview,
 our culture and economy sustain and elevate
 our mana motuhake and tino rangatiratanga,
 our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain.

Physically, Te Tomokanga ki te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (**Ngā Mātāpono**) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Ngā Hapū o Te Iwi o Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

- **Te Uku** represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as mana whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.
- **Te Rino** is the arm of the gateway that acknowledges manuhiri, and in the Te Tiriti o Waitangi context represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown departments, agencies and entities are considered manuhiri. We welcome Ngā Taonga Sound & Vision as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kaho**). Our values and tikanga underpin our future relationship. Te Tomokanga ki te Matapihi holds values, as set out below, which come from the same root philosophy as Tupua Te Kawa. Tupua Te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

7.2: LETTER OF INTRODUCTION – NGĀ TAONGA SOUND AND VISION

Ngā Mātāpono

The gateway is supported by pou. Embedded in this are our values and tikanga that govern all relationships in our Ngā Hapū o Te Iwi o Whanganui domain. It is important for us that these values govern our relationship with Ngā Taonga Sound & Vision.

Toituu te Kupu: Integrity

A relationship of integrity is founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toituu te Mana: inherited authority

A relationship of inherited authority is founded on the recognition of the permanence of Iwi Mana and on the sharing of responsibility to uphold that mana. Mana stems from maintaining the relationship between humanity and the natural world and people with one another through appropriate tikanga. We see Ngā Taonga Sound & Vision as playing a large role in upholding the mana of our people.

Toituu te Whenua: physical and metaphysical sustenance

A relationship of physical and metaphysical sustenance is founded on the connection, through appropriate tikanga, of humanity with the natural world, and the duty of care by humanity towards the natural world.

Tupua Te Kawa

Tupua Te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other, and together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui domain:

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi.

Tupua Te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua.

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and wellbeing of Te Awa Tupua.

7.3 LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHI





Level 2, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

<Date>

Brett Gliddon
Chief Executive (Acting)
New Zealand Transport Agency - Waka Kotahi
PO Box 5084
Wellington 6140
New Zealand

Tēnā koe

Ngā Hapū o Te Iwi o Whanganui Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Takapau Whāriki Trust and Ngā Hapū o Te Iwi o Whanganui to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims. Please find a summary of the Deed of Settlement attached as **Appendix One** for your information.

Ngā Hapū o Te Iwi o Whanganui is a large natural group that comprises 22 iwi/hapū and 17 marae. The Ngā Hapū o Te Iwi o Whanganui settlement redress area stretches from Pīpīriki in the middle reaches of the Whanganui River to the river mouth, from the Whenuakura River in the north-west to below the Turakina River in the south-east, and centres on Whanganui city. A map of the Ngā Hapū o Te Iwi o Whanganui settlement redress area is attached for your information at **Appendix Two**.

As part of the settlement, the Crown agreed to write a letter of introduction encouraging New Zealand Transport Agency - Waka Kotahi to discuss matters of common interest and to provide you with a copy of Te Tomokanga ki Te Matapihi. Accordingly, I am writing to introduce you to Takapau Whāriki Trust as the post-settlement governance entity. In doing so, I am hopeful you and the Trust can build a positive and enduring relationship.

Te Tomokanga ki Te Matapihi – Ngā Hapū o Te Iwi o Whanganui tikanga and value framework

Te Tomokanga ki Te Matapihi is the Ngā Hapū o Te Iwi o Whanganui tikanga and value framework and is attached at **Appendix Three**. The Deed of Settlement recognises that Te Tomokanga is the gateway for resetting Crown-Iwi relationships at the local level and that Ngā Hapū o Te Iwi o Whanganui has a relationship with the Crown based on their values. Te Tomokanga ki Te Matapihi provides a basis for resetting your engagement with Ngā Hapū o Te Iwi o Whanganui and the Takapau Whāriki Trust.

New Zealand Transport Agency - Waka Kotahi has also agreed to acknowledge Te Tomokanga ki Te Matapihi underpins your relationship with Ngā Hapū o Te Iwi o Whanganui.

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DOCUMENTS

7.3: LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHI

Relationship with New Zealand Transport Agency - Waka Kotahi

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. Strengthening the relationship between Ngā Hapū o Te Iwi o Whanganui and Crown authorities is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Ngā Hapū o Te Iwi o Whanganui and Takapau Whāriki Trust. This is one of the guiding principles around which the settlement has been designed.

Acknowledging that you may already be in contact, as a first step, I ask that you make contact with Ngā Hapū o Te Iwi o Whanganui through Takapau Whāriki Trust to explore the best ways to engage in the future and initiate discussions about matters of mutual interest. This will support a healthy and durable relationship between the two parties going forward.

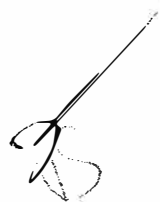
The Te Mataraeroa (Chair) of the Takapau Whāriki Trust is [insert name] who may be reached at [insert email address]. The postal address for the Takapau Whāriki Trust is:

[PO Box 4262]
Whanganui 4541


If you have any additional queries, please contact James Mitchell, Negotiation and Settlement Manager, at james.mitchell@tearawhiti.govt.nz or via cell on 027 561 1270.

Nāku noa, nā

Justine Smith
Tumu Whakarae – Chief Executive (Acting)
Te Tari Whakatau – The Office of Treaty Settlements and Takutai Moana



Appendix One: Whanganui Land Settlement Ngā Hapū o Te Iwi o Whanganui summary Deed of Settlement



He Rau Tukutuku

DEED OF SETTLEMENT BETWEEN THE CROWN
AND NGĀ HAPŪ O TE IWI O WHANGANUI

General background

The Ngā Hapū o Te Iwi o Whanganui settlement redress area centres on Whanganui city and the river mouth area, up the Whanganui River to Pipiriki. The eastern boundary extends towards Taihape in the North and the Whangape River in the South. The north-western boundary extends to Whanganui National Park.

In 2017, the Crown recognised the mandate of Whanganui Land Settlement Negotiation Trust to represent Ngā Hapū o Te Iwi o Whanganui in negotiating a comprehensive historical Treaty settlement with the Crown.

On 25 July 2017, the Crown signed Crown Expectations and Matters for Agreement with Whanganui Land Settlement Negotiation Trust.

On 30 August 2019, the Crown and Whanganui Land Settlement Negotiation Trust signed an Agreement in Principle, which formed the basis for this settlement.

On 4 December 2025, Whanganui Land Settlement Negotiation Trust and the Crown finalised a Deed of Settlement ("Deed") called He Rau Tukutuku. It was then ratified by Ngā Hapū o Te Iwi o Whanganui members and signed on 2 May 2026 at Kaiwhaki Pā. The settlement will be implemented following the passage of settlement legislation.

Te Tari Whakataui - the Office of Treaty Settlements and Takatū Moana, with the support of Te Papa Arawhai - Department of Conservation, Toitū Te Whenua - Land Information New Zealand, and other government agencies, represented the Crown in day-to-day negotiations.

The Minister for Treaty of Waitangi Negotiations, Hon Paul Goldsmith, and his predecessors, Hon Andrew Little and Hon Christopher Finlayson, represented the Crown in high-level negotiations with Ngā Hapū o Te Iwi o Whanganui.

Te Tomokanga ki Te Matapihi me Ngā Mātāpono

Te Tomokanga ki Te Matapihi me Ngā Mātāpono, the Ngā Hapū o Te Iwi o Whanganui tānga and values, are central to He Rau Tukutuku - He Rau Hapū o Te Iwi o Whanganui Deed of Settlement ("Deed"). These values are:

Toitū Te Kupu: A relationship of Innate Integrity
A relationship of innate integrity founded on both the intent of one's word and the truth of its expression.

Toitū Te Mana: A relationship of Inherited Authority
A relationship of inherited authority founded on the recognition of iwi and hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: A relationship of Physical and Metaphysical Sustenance
A relationship of sustenance found on humanity having an inalienable connection with, and responsibility to, te taiao and its health and wellbeing.

Te Tomokanga ki Te Matapihi and Ngā Mātāpono are acknowledged in the Deed and settlement legislation and recognised through relationship instruments with Crown agencies and local authorities.

Summary of the historical background to the claims by Ngā Hapū o Te Iwi o Whanganui

In 1839, several rangatira signed a deed purporting to convey over a million acres, including the entire rohe of the hapū and iwi of Whanganui, to the New Zealand Company ("Company"). In May 1840, Whanganui rangatira signed te Tiriti o Waitangi/The Treaty of Waitangi, several days after the Governor had proclaimed sovereignty.

In the same month, 32 Whanganui rangatira also signed the Company deed. By 1841 Company settlers had established a township near Pūtiki Pā. The Crown appointed a Land Claims Commission to inquire into Company transactions and, in 1844, Whanganui rangatira refused to accept the Commissioner's "award" of 40,000 acres to the Company in return for another payment of £1000. In 1846, the Crown began negotiations to complete the Company purchase on the terms of this award, but these broke down due to war in Heretaunga. The Crown extended martial law to Whanganui in 1846, where there was inconclusive fighting in 1847. In 1848, the Crown recommenced negotiations to secure the "award" for the Company, but the block transacted included 89,600 acres, though the payment remained at £1000. The Crown negotiated hard for Māori to make considerable compromises about the reserves set aside.

In 1863, some members of the hapū of Whanganui fought in support of the Kingitanga in Taranaki and Waikato. Fighting spread into Whanganui in 1864 when some Whanganui Māori stopped other Whanganui Pai Mārire adherents from attacking the European township at the battle of Moutoa Island. In 1865, the Crown ordered its Whanganui allies to advance upriver and they attacked the Kingitanga pā at Choutahi and Pipiriki. After warfare ended in the 1860s, many Whanganui Māori joined the community at Panhaka which practised peaceful resistance and were present in 1861 during the Crown's invasion.

In the 1860s, the Crown established the Native Land Court to individualise customary land tenure and facilitate colonisation. Court processes were expensive. The hapū of Whanganui were required to travel to Whanganui township and stay for long periods. They paid survey costs and other expenses, sometimes selling land to do so. The hapū of Whanganui tried to protect their whenua. In the 1880s, they attempted to vest land in a trust under Te Kepea Te Rangihirini, but the Crown did not support this. Between the 1870s and the 1930s, the Crown and private parties purchased a significant amount of Whanganui land from individual owners. The native land laws continued to fragment Māori land ownership in the twentieth century and rendered it difficult to manage and utilise.

7.3: LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHI

In 1895, Pipiriki Māori agreed to the development of Pipiriki Harbour Township on their land, but it ended in failure. By 1905, the hapū of Whanganui had vested around 80,000 acres in a Māori land council for lease for 42 years to be developed while remaining in their ownership. However, the Crown did not protect Māori from failures in the administration of this land which meant all of it was not returned to their control for many decades.

Since 1870, the Crown has compulsorily taken thousands of acres from hapū of Whanganui for public purposes. This included almost 3,000 acres of scenic reserves along the Whanganui River which later formed the basis of the Whanganui National Park. Crown public works projects have at times damaged wāhi tapu, including urupā. Lands, forests, and waterways have undergone significant and irreversible changes since 1840. Environmental mātauranga among the hapū and iwi of Whanganui has eroded.

In the twentieth century, Ngā Hapū o Te Iwi o Whanganui have suffered poor health outcomes, fewer employment opportunities, substandard housing, and lower educational achievement. In Crown schools, members of the hapū of Whanganui were punished for speaking te reo Māori which affected transmission between generations. Many have left the Whanganui rohe to seek better opportunities and taonga tūturu are housed in museums and other institutions.

Overview

The Deed is the final settlement of all historical Treaty of Waitangi claims of Ngā Hapū o Te Iwi o Whanganui resulting from acts or omissions by the Crown prior to 21 September 1992, and is made up of a package that includes:

- an agreed historical account, Crown acknowledgments and apology;
- cultural redress; and
- financial and commercial redress.

The benefits of the settlement will be available to all members of Ngā Hapū o Te Iwi o Whanganui wherever they may live. The redress was negotiated by the Whanganui Land Settlement Negotiation Trust.

While the Deed settles all Ngā Hapū o Te Iwi o Whanganui historical claims, the Deed provides that cultural redress over Whanganui National Park will be negotiated separately as collective redress for all iwi with interests.

Crown acknowledgements and apology

The Deed contains a series of acknowledgements by the Crown for its acts and omissions that have breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles and have caused the iwi prejudice. These include its conduct during warfare of the 1840s, failure to complete the 1848 Whanganui block transaction fairly or in good faith, and for causing the outbreak of war in Whanganui in the 1860s. The Crown has also acknowledged the grave impact of the native land laws system on the hapū and iwi of Whanganui and the alienation of land, particularly resulting from extensive public works takings.

The Deed also includes the Crown's apology to the hapū and iwi of Whanganui for its failure to honour its obligations as a Treaty partner and to respect the relationship with the hapū of Whanganui. They have acted with great mana, always remaining committed to their whenua, rangahatanga, and their people. The Crown failed to protect their collective control and instead promoted legislation that facilitated the alienation of land and resources. The Crown regrets that it left the hapū of Whanganui feeling marginalised and suffering from socio-economic deprivation. Through its acknowledgments and apology, the Crown seeks to rebuild its relationship with Ngā Hapū o Te Iwi o Whanganui and restore its tarnished honour.

Cultural redress

The Deed provides for recognition of the traditional, historical, cultural, and spiritual associations that Ngā Hapū o Te Iwi o Whanganui have with places and sites owned by the Crown within their settlement redress area. This allows Ngā Hapū o Te Iwi o Whanganui and the Crown to protect and enhance the conservation values associated with these sites.

CULTURAL REVITALISATION FUND

Ngā Hapū o Te Iwi o Whanganui will receive on settlement date Kia Mana Motuhaketia (cultural revitalisation) funding of \$15.5 million, including:

- \$3 million for Kia Kōrerotia (Te Reo Māori revitalisation);
- \$3 million for Kia Maraetia (marae revitalisation); and
- \$500,000 for establishing the joint reserve board Ngā Tutei a Maru Statutory Board.

VESTING OF LAND

A total of 27 sites of cultural significance will be transferred to Ngā Hapū o Te Iwi o Whanganui as cultural redress. Some sites will transfer subject to certain conditions which will protect existing third-party rights, and existing values such as public access and conservation. Images of each site can be found in the Deed Plans in the Attachments Schedule to the Deed. The settlement legislation will vest these sites in the post-settlement governance entity, Takapau Whāriki Trust, on settlement date.

The following sites will be vested in fee simple in Ngā Hapū o Te Iwi o Whanganui:

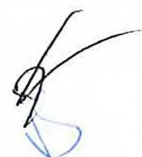
Name of Site

- Kai Iwi Road Property
- Kai Iwi 6A1 Site A
- Kai Iwi 6A1 Site B (urupā)
- Kaurapapa Road property
- Mōwhānau Site A
- Mōwhānau Site B
- Pitangi Village property
- Rapanui Road property
- Whanganui River Road property

The following will be vested as scenic reserves in Ngā Hapū o Te Iwi o Whanganui:

Name of Site

- Kaurapapa property
- Koriniti property
- Kōtiti Stream property
- Ohotu property
- Olawaki property
- Ototoho property
- Paetawa property
- Puketarata property
- Ranana/Horikau property
- Raonkia property
- Tauakira property
- Taukoro Forest property



7.3: LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHĪ

- Whanganui River property
- Whitiāu property

The following will be vested as local purpose reserves (cultural activities and ecological restoration) in Ngā Hapū o Te Iwi o Whanganui:

Name of Site

- Kai Iwi 6A1 Site C
- Mōwhānau Site C

The Pākaitore property will be vested in Ngā Hapū o Te Iwi o Whanganui as a historic reserve.

The Ohōtahi property will be jointly vested in Ngā Hapū o Te Iwi o Whanganui and Te Korowai o Wainuiārua as a historic reserve.

OVERLAY CLASSIFICATION

An overlay classification acknowledges the traditional, cultural, spiritual, and historical association of Ngā Hapū o Te Iwi o Whanganui with certain sites of significance. The declaration of an area as an overlay classification provides for the Crown to acknowledge Ngā Hapū o Te Iwi o Whanganui values in relation to that area.

The Deed provides for the following overlay classifications:

- Ahuahu area including Ahu Ahu Stream Conservation Area, Ahuahu Conservation Area, Haehaekupenga Scenic Reserve, and Te Tuhi Scenic Reserve;
- Jean D'Arcy – Powataunga area including Part Jean D'Arcy Memorial Conservation Area and Powataunga Scenic Reserve;
- Pitangi area including Mangahowhi Conservation Area and Pitangi Scenic Reserve; and
- Tokomaru East area including Tokomaru East Block Conservation Area.

STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF RECOGNITION

A statutory acknowledgement recognises the association between Ngā Hapū o Te Iwi o Whanganui and a particular site or area and enhances the iwi's ability to participate in specified resource management processes. Deeds of Recognition oblige the Crown to consult with Ngā Hapū o Te Iwi o Whanganui on specified matters and give due consideration to their views regarding their special associations with certain areas.

The Crown offers a statutory acknowledgement over the following eight areas:

Name of Site

- Aramoana Domain Recreation Reserve
- Lake Kōhata Wildlife Management Reserve
- Mystery Block Conservation Area
- Owairua Scenic Reserve
- Raukawa Scenic Reserve
- Tauroro Conservation Area
- Taunoka Conservation Area
- Te Kōwhiri Conservation Area

The Crown offers a deed of recognition over the following four areas:

Name of Site

- Lake Kōhata Wildlife Management Reserve
- Mystery Block Conservation Area
- Owairua Scenic Reserve
- Taunoka Conservation Area

NGĀ TUTEI A MARU STATUTORY BOARD

The settlement legislation will provide for the establishment of a joint board known as Ngā Tutei a Maru Statutory Board to jointly administer Part Queen's Park (Pukeānuhu), Part Gonville Domain (Tāwhero), Mōwhānau Village Recreation Reserve sections 54, 55, 69, 70, 71, 82, and 83, and Moutoa Gardens Historic Reserve (Pākaitore). The board will comprise three members appointed by Takapau Whāriki Trust and three members appointed by Whanganui District Council. Subject to the agreement of the Crown, Whanganui District Council, and iwi, the board will have the ability to administer further sites in future.

PLACE NAME CHANGES

Place names recognise iwi associations with geographic areas. The following eight names will be restored as official geographic names through the settlement:

Existing name	New official geographical name
Atene Pa	Kākata
Corless Island	Mawae
Kerinihi Pa	Ōtukopiri
Mount Featherston	Pūkātūtū
Putiki Pa	Pūtikiwharanui-a-Tamatea-pōkai-whenua
South Spit	Pātapi Spit
Sparrow Cliff	Kaimāhira
Whanganui or Whanganui	Whanganui

PROVISION FOR CULTURAL MATERIALS PLAN

Post-settlement, Ngā Hapū o Te Iwi o Whanganui and Te Papa Atawhai – Department of Conservation will jointly develop a cultural materials plan, to apply within the settlement redress area of Ngā Hapū o Te Iwi o Whanganui covering:

- the customary taking of flora material within public conservation land, within the settlement redress area; and
- the possession of protected wildlife found dead within the settlement redress area.

Relationship redress**RELATIONSHIP AGREEMENTS AND PROTOCOLS**

The settlement will provide for the following relationship redress with Crown agencies:

- 'Te Tomokanga Tiaki Taonga', a relationship agreement with Te Tari Taiwhenua – Department of Internal Affairs, the agency responsible for Te Puna Mātauranga o Aotearoa – National Library and Te Rua Mahara o Te Kāwanatanga – Archives New Zealand; Te Papa Tongarewa – Museum of New Zealand; Pouhere Taonga – Heritage New Zealand; and Manatū Taonga – Ministry for Culture and Heritage;
- Relationship agreements with:
 - › the Education sector (Te Tāhuhu o te Mātauranga – Ministry of Education and Te Amorangi Mātauranga Matua – Tertiary Education Commission)
 - › the Health sector (Manatū Hauora – Ministry of Health and Te Whatu Ora – Health NZ)
 - › Hākina Whakatutuki – Ministry for Business, Innovation and Employment



7.3: LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHI

- the Justice sector (Ara Poutama Aotearoa – Department of Corrections, Ngā Pihikiana o Aotearoa – New Zealand Police, and Te Tahi o Ture – Ministry of Justice)
- Kāinga Ora – Homes and Communities
- Manatū Mō Te Taiao – Ministry for the Environment
- Te Manatū Whakahiato Ora – Ministry of Social Development
- Oranga Tamariki – Ministry for Children
- Tatauranga Aotearoa – Statistics New Zealand
- Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development
- Toitū Te Whenua – Land Information New Zealand
- A partnership agreement with Te Papa Atawhai – Department of Conservation;
- Letters of introduction to Ngā Taonga Sound & Vision, Transpower NZ, and Waka Kotahi – NZ Transport Agency;
- A letter of recognition and appointment as an advisory committee to the Minister of Fisheries with Manatū Ahu Mātua – Ministry for Primary Industries; and
- A Crown Minerals Protocol with Hikina Whakatutuki – Ministry of Business, Innovation and Employment in relation to Crown Minerals.

Outside of settlement, Ngā Hapū o Te Iwi o Whanganui will also enter into relationship agreements with Whanganui District Council, Ruapehu District Council, and Horizons Regional Council.

Financial and commercial redress

This redress recognises the losses suffered by Ngā Hapū o Te Iwi o Whanganui arising from breaches by the Crown of its Treaty obligations. The financial and commercial redress is aimed at providing Ngā Hapū o Te Iwi o Whanganui with resources to assist them to develop their economic and social wellbeing.

FINANCIAL REDRESS

Ngā Hapū o Te Iwi o Whanganui will receive financial and commercial redress of \$30 million plus interest. An on-account payment of interest accrued from signing the agreement in principle to signing the Deed, currently estimated to be approximately \$4.5 million, will be provided to the post-settlement governance entity upon deed signing.

COMMERCIAL REDRESS

Ngā Hapū o Te Iwi o Whanganui will receive the right to purchase these properties under the following conditions:

- Part Lismore Hill and Part Lismore Sand Crown forestry licensed land on settlement date, which will come with in excess of \$4.3 million of forest rental proceeds and approximately 37,000 NZ Units (carbon credits);
- Part former Aranui School on settlement date;
- The Te Puna Hapori site (land only), part of which is to be leased back to the Crown;
- Whanganui Community Probation Centre (land only) on a deferred selection basis, to be leased back to the Crown;
- Whanganui Intermediate School (land only) on a deferred selection basis, to be leased back to the Crown;
- Whanganui Forest on a deferred selection basis;
- Whanganui Prison (land only) on a deferred selection basis;
- One Toitū Te Whenua – Land Information New Zealand managed ex-railways property on a deferred selection basis; and
- 53 Treaty Settlement Landbank properties on a deferred selection basis.

Ngā Hapū o Te Iwi o Whanganui will receive:

- Rights of first refusal for 185 years from the settlement date over 493 listed Crown-owned properties within the Ngā Hapū o Te Iwi o Whanganui settlement redress area; and
- Rights of first refusal for 185 years over Crown-owned properties within the exclusive RFR area.

Questions and Answers

1. What is the total settlement package?

- An agreed historical account;
- Crown acknowledgement and apology for historical breaches of Te Tiriti o Waitangi/the Treaty of Waitangi;
- Cultural redress including the return of several sites throughout the Ngā Hapū o Te Iwi o Whanganui settlement redress area, relationship redress with 24 Crown agencies and entities, and Kia Mana Motuhakatia (cultural revitalisation) funding of \$15.5 million, including:
 - \$3 million for Kia Kōrerotia (Te Reo Māori revitalisation);
 - \$3 million for Kia Maraetia (marae revitalisation); and
 - \$500,000 for establishing the joint reserve board Ngā Tutei a Maru Statutory Board.
- Financial redress of \$30 million plus interest, currently estimated to be approximately \$4.5 million;
- Commercial redress including the right to purchase a number of sites throughout the Ngā Hapū o Te Iwi o Whanganui settlement redress area and the right of first refusal over a number of Crown properties; and
- Commercial redress involving a right to purchase Part Lismore Hill and Part Lismore Sands Crown forestry licensed land, which will come with in excess of \$4.3 million of forest rental proceeds and approximately 37,000 NZ Units (carbon credits), and sites from the Treaty Settlements Landbank.

2. Is there any private land involved?

No.

3. Are the public's rights affected?

Generally no, except for four sites at Mōwhānau Village Recreation Reserve which will be vested in Ngā Hapū o Te Iwi o Whanganui without reserve status.

4. Are any place names changed?

The following place names will change:

- Wanganui or Whanganui to Whanganui;
- Atene Pa to Kākata;
- Corliss Island to Māwae;
- Koriniti Pa to Otukopiri;
- Mount Featherston to Puketūtū;
- Putūki Pa to Pūtikiharanui-a-Tamatea-pōkai-whenua;
- South Spit to Pātāpu Spit; and
- Sparrow Cliff to Kaimatira.

7.3: LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHI

5. What are statutory acknowledgements and deeds of recognition?

Statutory acknowledgements acknowledge areas or sites with which iwi have a special relationship, and will be recognised in any relevant proceedings under the Resource Management Act 1991. These provisions aim to avoid past problems where areas of significance to Māori, such as urupā, were simply cleared or excavated for public works or similar purposes without permission or consultation with iwi. Statutory acknowledgements do not convey a property right and are non-exclusive.

Deeds of recognition set out an agreement between the administering Crown body (the Minister of Conservation) and a claimant group in recognition of their special association with a site and specify the nature of their input into the management of the site.

6. What is an overlay classification?

An overlay classification acknowledges the traditional, cultural, spiritual and historical association of an iwi with certain sites of significance administered by Te Papa Atawhai - Department of Conservation.

An overlay classification status requires the Minister of Conservation and the settling group to develop and publicise a set of principles that will assist the Minister to avoid harming or diminishing values of the settling group with regard to that land. The New Zealand Conservation Authority and relevant Conservation Boards will also be required to have regard to the principles and consult with the settling group.

7. What happens to memorials on private titles?

The legislative restrictions (memorials) placed on the title of Crown properties and some former Crown properties now in private ownership will be removed once all Treaty claims in the area have been settled.

8. When will the settlement take effect?

The settlement will take effect 40 working days following the enactment of the settlement legislation, which comprises the settlement bill passing through Parliament and gaining Royal Assent.

9. Do Ngā Hapū o Te Iwi o Whanganui have the right to come back and make further claims about the behaviour of the Crown in the 19th and 20th centuries?

No. When the Deed is signed and settlement legislation is passed it will be a final and comprehensive settlement of all historical (relating to events before 21 September 1992) Treaty of Waitangi claims of Ngā Hapū o Te Iwi o Whanganui. The settlement legislation, once passed, will prevent the iwi re-litigating their claims before the Waitangi Tribunal or the courts.

The settlement will still allow Ngā Hapū o Te Iwi o Whanganui to pursue claims against the Crown for acts or omissions after 21 September 1992 including claims based on the continued existence of aboriginal title or customary rights. The Crown also retains the right to dispute such claims or the existence of such title rights.

10. Who benefits from the settlement?

All members of Ngā Hapū o Te Iwi o Whanganui wherever they may now live.

DOCUMENTS

7.3: LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHI



This and other settlement summaries are also available at www.govt.nz

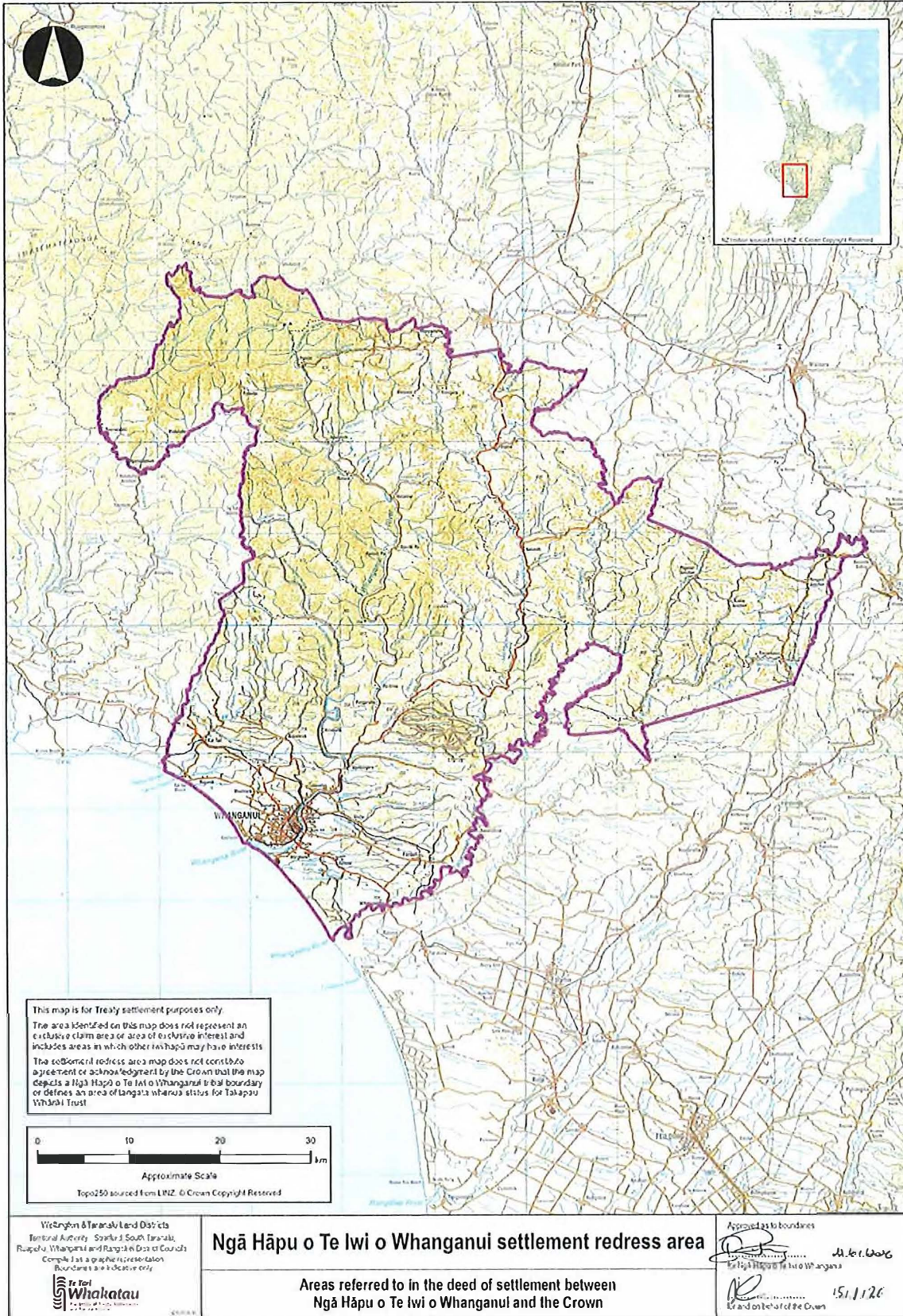
Te Kāwanatanga o Aotearoa
New Zealand Government

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Appendix Two: Ngā Hāpū o Te Iwi o Whanganui settlement redress area



7.3: LETTER OF INTRODUCTION – NZ TRANSPORT AGENCY / WAKA KOTAHI

Appendix Three: Te Tomokanga ki Te Matapihi – Ngā Hapū o Te Iwi o Whanganui values framework

Ko te rangawhenua te mātāpuna o te ora

Mai te whare toka ki te tokatū

He matapihi ki uta, he matapihi ki tai, he matapihi ki te ao

He ao āpōpō, he ao tea

Our nationhood sustains us,

our tribal domain dictates our worldview,

our culture and economy sustain and elevate

our mana motuhake and tino rangatiratanga,

our legacy, our aspirations, our future

In 1840 the Crown entered through Te Tomokanga ki Te Matapihi into the Ngā Hapū o Te Iwi o Whanganui domain.

Physically, Te Tomokanga ki Te Matapihi is a ceremonial gateway. Spiritually and symbolically Te Tomokanga ki Te Matapihi is also a process underpinned by our values (Ngā Mātāpono) and is an embodiment of all Ngā Hapū o Te Iwi o Whanganui tikanga.

Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Ngā Hapū o Te Iwi o Whanganui domain.

Te Tomokanga ki Te Matapihi is the gateway that leads onto the main courtyard of any Ngā Hapū o Te Iwi o Whanganui marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by the tikanga and kawa of Ngā Hapū o Te Iwi o Whanganui.

The gateway has two arms – **Te Uku** and **Te Rino**.

- **Te Uku** represents Ngā Hapū o Te Iwi o Whanganui and highlights our inherent right to exist, survive and thrive as mana whenua within our tribal nation. This arm creates a responsibility for us to ensure that our participation and relationship with the Crown, and any other party, endures for the benefit of future generations.
- **Te Rino** is the arm of the gateway that acknowledges manuhiri, and in the Te Tiriti o Waitangi context represents the Crown relationship with Ngā Hapū o Te Iwi o Whanganui and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Ngā Hapū o Te Iwi o Whanganui.

All Crown agencies and entities are considered manuhiri. We welcome the Crown and its agents as manuhiri to enter through the gateway into the Ngā Hapū o Te Iwi o Whanganui domain (**Te Whare Kāho**). Our values and tikanga underpin the future relationship between Ngā Hapū o Te Iwi o Whanganui and the Crown and its agents. Te Tomokanga ki Te Matapihi holds values, as set out below, which come from the same root philosophy as Tupua te Kawa.

Tupua te Kawa is a set of intrinsic values that underpin and support Te Awa Tupua.

Ngā Mātāpono

The gateway is supported by pou. Embedded in this are our values and tikanga that govern all relationships in the Ngā Hapū o Te Iwi o Whanganui. It is important for us that these values govern our relationship with New Zealand Transport Agency - Waka Kotahi.

Toitū Te Kupu: Innate Integrity

A relationship of integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Iwi and Hapū permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

Tupua te Kawa

Tupua te Kawa and Te Tomokanga ki Te Matapihi are complementary to each other, and together they will be recognised by and will provide direction for all who live and play a role within the Ngā Hapū o Te Iwi o Whanganui settlement redress area:

Nō te kawa ora a 'Tupua te Kawa' hei taura here nā Te Awa Tupua me ōna tāngata ki te kawa nō tawhito rangi.

Tupua te Kawa is the natural law and value system of Te Awa Tupua, which binds the people to the River and the River to the people.

Ko te Awa te mātāpuna o te ora

Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and wellbeing of the iwi, hapū and other communities of the River.

E rere kau mai te Awa nui mai i te Kāhui Maunga ki Tangaroa

Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.

Ko au te Awa, ko te Awa ko au

The iwi and hapū of the Whanganui River have an inalienable interconnection with, and responsibility to, Te Awa Tupua and its health and wellbeing.

Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua.

Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively to the common purpose of the health and wellbeing of Te Awa Tupua.

8. TE MATA O TE RUA

TE MATA O TE RUA

HE RUA AU, HE RAURU AU, HE AWA AI AUE!

Ngā Tupuna – Ngā Hapū

Ngaa Rauru Kii-Tahi

Te Awa nui ā Rua: Hinengākau, Tamaūpoko, Tūpoho

Ngā Muka Tangata

Kaupapa Matua a Te Mata o Te Rua

1. Whanaungatanga
2. Tatau Pounamu
3. Te Aronga ki āpōpō
4. Ngā Tautohetohe
5. Ngā Ritenga

1. Whanaungatanga

- Ko te herenga tuatahi, ko te kawenga tuatahi hoki a Te Mata o Te Rua ki āna whanaunga, ahakoa nō hea, ahakoa ko wai.
- Kei roto i ngā whanaungatanga o ngā hapū o Ngaa Rauru me Te Atihaunui-ā-Paparangi, he muka e kore e taea te poroa, nā te mea he whānau tūtahi, nā tēnei hononga ka riro ngā kawenga a ngā mahi ki te katoa hei mahi tahi.
- Ko ngā mea uaua, ko ngā mea raruraru kei waenganui i ngā lwi me ngā Hapū, ka whakatikatika mā te kōrero, mā te taukumekume me te mahi tahi ā ngā whanaunga katoa.
- Ko ētehi āhuatanga o te whanaungatanga ko te tautoko me te awhi ki te wā e kitea ana ngā mea uaua, ngā mea raruraru ki āna whanaunga.
- Me ohu “Mā pango, mā whero ka oti ngā mahi”. He āhuatanga tēnei e taea ana te whakahuihui tātou ahakoa te aha.

2. Tatau Pounamu

- Hei hononga anō tēnei i runga i te Ara Whanaunga o tētehi o mātou, ki tētehi o koutou.
- Ko te Tatau Pounamu he Kawa e whakatau ana, e whakarite ana hoki he pāhuki hei wāhi whawhaikore mai i tētehi lwi ki tētehi lwi, mai i tētehi Hapū ki tētehi Hapū.
- Mā Te Mata o Te Rua te Tatau Pounamu e whakarite, e whakamana.

- Mā te Tatau Pounamu e taea ngā lwi, ngā Hapū te noho mārire ki tōna Rohe, e kaha ana hoki ki te noho matakū kore.

3. Te Aronga ki āpōpō

- Kaiārahitanga
- Te Poipoi
- Whāngai i te mānga
- Te Whakawhanake

4. Ngā Tautohetohe

Hohou Rongo:

- Ka taea mā te hohou i te rongo e whakatū ngā whakatikatikanga, e whakaaio te hunga kārangi.
- Ko te tūmanako o te houhou i te rongo, heī mea haumāro mā te hunga kaitohetohe.
- Ki te tuituia ō reira kōrero, kia ngātahi whakaaro ai mō te kaupapa.

Hūmārie:

- Ko te āhuatanga o te hūmārie; ko te Tū Rangatira, ko te Mana, ko te Ngākau Māhaki
- Ki te mau te tangata ki te hūmārie, e ai te kōrero, "E kaha ana ia ki te tū he kaiwhakawā ki ngā take taukaikai a ngā lwi, a ngā Hapū rānei".

Manawanui:

- Ko te kaha o te tangata ki te whakaoti ki te whakatūtuki i āna mahi.
- E kaha ana te tangata ki te whakapuāwai i ngā whakahauhautanga.
- E ai te kōrero a te Pākeha, 'persistence and patience', arā, i te ao Māori ko te "Upoko pakaru" tērā.
- Kia āta tātari, kia āta titiro ki ngā hua o te take, kaua ki take kē.
- E kī ana te kōrero, "Mā iti, mā rahi, ka rapa te whai".

5. Ngā Ritenga

- He tangata, he rōpū rānei e kaha ana ki te arataki i tōna whānau, i tōna hapū, i tōna iwi ki te huarahi tika ahakoa te aha...
- Kua tū māro tonu ia ki ngā pikinga, ki ngā hekenga o te ao e patupatu ana i a ia.
- Ahakoa ngā toimahatanga o te ao hoki, ka tāea e ia te whakatūtuki, me te whakatinana i ngā whāinga i whakarite ai mo tōna whānau, mō tōna hapū, mō tōna iwi.
- Kua rawe tōna maia, tōna matakite, tōna hiringa.

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8: TE MATA O TE RUA

- Kua pakari rawa hoki ōna pumanawa. Ko ia anō te whakakikokikotanga o te whakatauki nei: "He toka tū moana, he toka tū whenua".



Ngā Tupuna – Ngā Hapū

Ngaa Rauru Kii-Tahi

Te Awa Nui Ā Rua: Hinengākau, Tamaūpoko, Tūpoho

Ngā Muka Tangata

Guiding principles of Te Mata o Te Rua

1. Relationships
2. Resolutions
3. Future Directions
4. Disputes
5. Practices/Procedures

Relationships

- The first kinship connection is also the first function of Te Mata o Te Rua towards his/her relations, regardless of where they belong to or who they are.
- There is a kinship flax fibre interwoven into the relationships between the hapū of Ngaa Rauru and Te Atihaunui-ā-Paparangi that cannot be severed, because they are a family unit that stands as one; it is because of this connection that all activities should be performed together.
- Any dissension or difficulties between the tribes and sub-tribes are to be resolved with dialogue, debate and working together of all the relations.
- Key elements of the relationship are the support and assistance afforded to the extended families until resolution is found to difficulties and troubles.
- Let's synergize "The work will be completed by the combined effort of the black and red". This is a principle that will unite us all.

Resolutions

- This is yet another connection in the long-standing relationship of one of us to one of you.
- The principle for conflict resolution establishes a boundary of non-conflict from one iwi to another and from one hapū to another.
- Te Mata o Te Rua will establish and enact the resolutions process.
- The resolutions process enables each iwi and each hapū to reside peacefully in their area, and without fear.



Future Directions

- Leadership
- Nurture
- An implicit responsibility to pass on the knowledge and experiences
- Growth & Development

Disputes

Make Peace:

- The coming together on peaceful terms shall allow for redress, and the settling of any concerns that either one may have.
- The expectations of coming together on peaceful terms shall be the function that guides representatives purposefully.
- As each discussion is addressed, there is a unified agreement on all matters of interest.

Humility:

- The qualities of humility are: the demonstration of leadership, authority, and compassion.
- Should a person exhibit these qualities, then it is said, "He/she is able to arbitrate all debatable issues at a tribal or sub-tribal level".

Patience, Stout-hearted:

- The ability of a person to achieve, to accomplish his/her tasks.
- The person is able to bring to fruition that which has been proclaimed.
- According to the Pākehā, "Persistence and patience", in other words, in the Māori worldview that is "Upoko Pakaru".
- To analyse thoroughly, to scrutinise the benefits of an issue, and not irrelevant matters.
- It is said, "By the small and the large, success is achieved".

Practices/Procedures

- A person or group able to lead their extended family, sub-tribe or tribe on the right path no matter what.
- He/She has withstood all the trials and tribulations encountered in the world.
- Despite the pressures of the world, he/she is able to achieve and bring to fruition the goals of his/her extended family, sub-tribe and tribe.
- His/Her strength, vision and excellence are exceptional.



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8: TE MATA O TE RUA

- His/Her qualities are of the highest calibre. He/She is the personification of this proverb:
"A rock of Gibraltar in the sea, a rock of strength on Land"



9. TE MATATIKI

TE MATATIKI

1. Ko Te Matatiki te ingoa o tēnei tuinga, he kupu e whakaohoho ana i te puna wai, te putanga tuatahi o te wai i te kōpū o te whenua. He puna, he oranga mō te katoa, e whakamahara ana ki ngā tīmatanga i ahu mai ai tātou. Pēnei i te wai e rere ana i te whenua, e whāngai ana i ngā mea katoa i tōna ara, ko tēnei kaupapa hoki e whāngai ana i tō tātou haerenga ngātahi.
2. He kōrero tēnei mō te pūtaketanga o te hononga ngā ia huna e here ana i a tātou i roto i te wā, i te wāhi, i te whakapapa. Ehara a Te Matatiki i te tīmatanga noa iho; he whakamaharatanga ora mō tō tātou kotahitanga, mō ngā kawenga ka kawea ngātahi, me ngā mātāpono e ārahi ana i a tātou. Ko te ngākau o te wai e pupū ana i raro i te mata, ko te kaha hūmārie e whāngai ana i ā tātou mahi, i ā tātou hononga.
3. I roto i tēnei puna, ka kitea te māramatanga. I tōna rerenga, ka kitea te aronga. Ka karanga mai a Te Matatiki kia hoki atu ki te pūtake, kia whakarongo hōhonu, kia mahi i runga i te whakaaro nui, ā, kia whakanuia ngā wai e kawea ana i a tātou ki tua.

Kupu Whakamārama

4. Ko te Tai Whakapapa nei he taura here i ngā hononga whakapapa, i ngā kawa tuku iho, e whakamanahia ana te whenua, te moana, te awa, me te taiao. Nā te ngākau aroha i whiria ai ēnei hononga, arā, ko Tai Aroha te aho matua e here ai ngā kawa e rima: Tai Rangi, Tai Whenua, Tai Moana, Tai Awa, me Taiao.
5. Ko te Tai Whanaungatanga te ngākau, te manawa ora, te wairua o te kotahitanga. Mā te aroha ka whakakotahi ngā hapū o Whangaehu me Whanganui, mā te aroha ka whakaae ki te mana o tēnā, o tēnā i ōna ake rohe, mā te aroha ka tiakina te taiao, ka whakamanahia te whakapapa, ka whakatinanahia ngā tikanga hei painga mō te katoa.

Te Hononga Whakapapa me te Tauākī Tikanga: Tai Rangi, Tai Whenua, Tai Moana, Tai Awa, Taiao***Tai Rangi – Te Kawa o te Whakapapa i te Rangi***

6. Ko te hononga i waenga i a Ngā Wairiki me Ngāti Apa rāua ko Whanganui, he mea tūhono i runga i ngā tikanga tuku iho, arā, ko te whakapapa i heke mai i te ao o Rangi ki a tātou te tāngata. He tūhono i rarangahia mā ngā rangatira, mā ngā ariki i mau i ngā aho o te whakapapa o Ngā Wairiki me Ngāti Apa, o Whanganui hoki, he pou herenga i waenga i ngā iwi e rua. Nā tēnei taonga tuku iho i whakatinana te hiahia kia tū he kawa motuhake hei whakanui i te hononga o ngā hapū o ngā Awa o Whangaehu me Whanganui, i runga i te rangimārie, te kotahitanga, me te whakaute mutunga kore.

Tai Whenua – Te Kawa o te Whenua

7. E tū tautoko ana a Te Matatiki i te kawenata o Tākai Here i hainatia i te 9 o Pipiri 2022, hei tohu o te māramatanga ngātahi i waenga i ngā hapū o Pūtiki, Whangaehu, me Kauangaroa. He whakapuaki tēnei i te hononga hapū ki te whenua, hei tūāpapa mō tēnei whanaungatanga. E whakakaha ana a Te Matatiki i te rangatiratanga o ngā hapū i ō rātou ake wāhi, ā, e tautoko ana i ngā kaupapa e pā ana ki te whenua me tōna toitūtanga. Ko te aronga nui, kia noho ngātahi ngā hapū katoa i raro i te korowai i tōna ake mana Motuhake, me te whakatutuki i ngā wawata mō te oranga tonutanga o te taiao me te iwi.

Tai Moana – Te Kawa o te Takutai Moana

8. Ka whakamanahia te manakohi, arā, ko te mātauranga hōhonu, ko te mōhioatanga tuku iho e pā ana ki a Tangaroa Tai Moana, Tangaroa Tai Whenua, e puritia ana e Ngā Wairiki me Ngāti Apa rāua ko Whanganui mō te takutai moana. He taonga tēnei mātauranga, he aho whakapapa e hono ana i te tāngata ki te taiao, ki te wairua o te moana. Ka whakaae ngā hapū ki te mahi tahi i ngā take e pā ana ki te takutai, me te mōhio anō, mā te hapū o te takiwā e whai i te taurite ki ngā āhuatanga katoa, mā te whakatinana i tō rātou rangatiratanga hei Tāngata Tiaki mō te takiwā.

Tai Awa – Te Kawa o te Awa me te Whakapapa

9. Ko ngā awa he matatiki o te ora, he puna wairua, he puna mātauranga, he puna whakapapa hoki. E Whakaae ana a Ngā Wairiki me Ngāti Apa rāua ko Whanganui, i te whakatata atu ki te awa o Whangaehu, mā ngā hapū o Ngā Wairiki me Ngāti Apa o te rohe e whakahaere tō rātou mana hei tāngata tiaki o te wāhi. Waihoki, i te whakatata atu ki te awa o Whanganui, mā ngā hapū o Whanganui o te rohe e whakahaere tō rātou mana hei tāngata tiaki o te wāhi. E whakaata ana tēnei kawa i ngā mātāpono o Te Awa Tupua o Whanganui me Te Waiū-o-Te-Ika, e mōhio ai ngā awa he tupuna ora.

Taiao – Te Kawa o te Ao Tūroa

10. Nā te whakapapa i here ai te kotahitanga o Ngā Wairiki me Ngāti Apa rāua Whanganui. Ko te whakapapa te aho matua e hono ai te ngākau, te wairua, me te whakaaro kotahi. I raro i tēnei here, ka puta te kaha, te manawanui, me te manawaroa ki te mahi tahi i ngā kaupapa whānui puta noa i ō tātou rohe, takiwā, me ngā whaitua, hei tiaki i ngā rawa taiao me te taiao whānui.
11. Ka whakaae ngā hapū katoa ki te mahi tahi ki te tiaki i te taiao, ahakoa kei hea. Ka ārahina ngā mahi e te hapū kei te takiwā, ā, ka tautokohia e ērā atu. Mā te Tai Whanaungatanga, ka whai te hapū o te takiwā i te taurite ki ngā āhuatanga katoa, mā te whakatinana i tō rātou rangatiratanga hei Tāngata Tiaki mō te taiao, mō te whenua hoki.

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9: TE MATATIKI

TE MATATIKI

(English Text)

1. Te Matatiki is the name given to this document, a title that evokes the image of a spring, the first emergence of water from the depths of the earth. It is a source, pure and life-giving, that reminds us of the origins from which we all flow. Just as water finds its way through whenua, nourishing everything in its path, so too does this kaupapa seek to nurture our collective journey.
2. It speaks to the essence of connection, the unseen currents that bind us together across time, place, and whakapapa. Te Matatiki is not just a beginning; it is a living reminder of our interdependence, our shared responsibilities, and the values that guide us. It is the heartbeat beneath the surface, the quiet strength that sustains our mahi and our relationships.
3. In this spring, we find clarity. In its flow, we find direction. Te Matatiki invites us to return to the source to listen deeply, to act with intention, and to honour the waters that carry us forward together.

Kupu Whakamārama

4. This Tai Whakapapa is a binding cord of shared whakapapa connections, ancestral protocols, that affirms our relationships to the land, the sea, the rivers, and the environment. These relationships are woven together by the spirit of connection Tai Aroha, which is the central thread binding the five principles of: Tai Rangi, Tai Whenua, Tai Moana, Tai Awa, and Taiao.
5. Tai Whanaungatanga is the heart, the life force, and the spirit of unity. Through aroha, the hapū of Whangaehu and Whanganui are united; through aroha, each hapū's authority within its own domain is respected; through aroha, the environment is protected, whakapapa is honoured and is enacted for the benefit of all.

Te Hononga Whakapapa me te Tauākī Tikanga: Tai Rangi, Tai Whenua, Tai Moana, Tai Awa, Taiao***Tai Rangi – Te Kawa o te Whakapapa i te Rangi***

6. The relationship between Ngā Wairiki me Ngāti Apa and Whanganui is grounded in ancestral custom, namely whakapapa from the realm of Rangī to us, the tāngata. This connection is woven through esteemed rangatira and ariki who carried the whakapapa of Ngā Wairiki me Ngāti Apa, and Whanganui, and who served as binding figures between the iwi. Their legacy affirms the need for a distinct kawa that honours the relationship between the hapū of the rivers of Whangaehu and Whanganui, founded on peace, unity, and mutual respect.

Tai Whenua – Te Kawa o te Whenua

7. Te Matatiki acknowledges the Tākai Here agreement signed on 9 June 2022 as a meaningful expression of shared understanding between the hapū of Pūtiki, Whangaehu, and Kauangaroa. This agreement affirms that hapū-based relationships with the land remain the foundation of this partnership. Te Matatiki upholds the authority of hapū at place and supports initiatives that relate to the land and its sustainability. The arrangements within Te Matatiki are guided by this commitment to honour hapū at place and the enduring connection between hapū at place and whenua.

Tai Moana – Te Kawa o te Takutai Moana

8. The 'manakohi' interests, this being the deep, localised knowledge and understanding of Tangaroa Tai Moana, Tangaroa Tai Whenua to Ngā Wairiki me Ngāti Apa and Whanganui in the coastal marine area, are recognised. This treasured knowledge is a genealogical thread that connects people with the natural world and the spirit of the ocean. Ngā Wairiki me Ngāti Apa and Whanganui agree to establish a shared protocol for the coastal area that connects Whangaehu and Whanganui. Hapū at place agree to collaborate on coastal matters, with the understanding that the hapū at place will seek balance across all domains, exercising their rangatiratanga as Tāngata Tiaki.

Tai Awa – Te Kawa o te Awa me te Whakapapa

9. Rivers are the physical, metaphysical and spiritual source of life, knowledge, and genealogy. Ngā Wairiki me Ngāti Apa and Whanganui agree that when approaching the Whangaehu River, the local hapū of Ngā Wairiki me Ngāti Apa will exercise their authority as tāngata tiaki of place. Likewise, when approaching the Whanganui River, the local Whanganui hapū will exercise their authority as tāngata tiaki of place. This protocol reflects the principles of the Te Awa Tupua o Whanganui and Te Waiū-o-Te-Ika, which recognises the rivers as living, ancestral beings.

Taiao – Te Kawa o te Ao Tūroa

10. It is through shared whakapapa that the unity between Ngā Wairiki me Ngāti Apa and Whanganui is bound. Whakapapa is the central thread that connects our hearts, spirits, and collective intentions. From this unity comes strength, resolve, and resilience to work together on common goals across our combined rohe, takiwā, and whitua to protect our natural resources and the wider environment.
11. All hapū at place agree and are united to uphold the health and wellbeing of the environment, wherever they may be. Through Tai Whanaungatanga, the hapū of place

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9: TE MATATIKI

will seek balance across all domains, exercising their rangatiratanga as Tāngata Tiaki of the environment and whenua.

DOCUMENTS

10. ENCUMBRANCES

DOCUMENTS

10.1 MÖWHĀNAU SITE B RESTRICTIVE COVENANT


DOCUMENTS

10.1: MŌWHĀNAU SITE B RESTRICTIVE COVENANT

Attestation

<p>_____ Signature [common seal] of Covenantor</p>	<p>Signed in my presence by the Covenantor</p> <p>_____</p> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i></p>
--------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>Signed on behalf of His Majesty the King acting by and through the Minister of Conservation by [] [title] [district] pursuant to a written delegation from the Minister of Conservation dated [].</p> <p>_____ Signature of Covenantee</p>	<p>Signed in my presence by the Covenantee</p> <p>_____</p> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i></p>
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Insert instrument type

Restrictive Land Covenant**1. Definitions**

1.1 In this covenant instrument:

- a) "Covenant Area" means the area [shown as ['A'] on SO [] (shown on deed plan OMCR-008-019 (subject to survey))];
- b) "Conservation and Reserve Values" means the values outlined in clause 2; and
- c) "Nukumaru Recreation Reserve" means the reserve of that name that adjoins the Burdened Land.

2. Nukumaru Recreation Reserve Conservation and Reserve Values

2.1 The Nukumaru Recreation Reserve is bounded by the Covenant Area to the south and the Kai Iwi Stream to the north. It is an open grassed area with limited bush cover along parts of the riparian margin of the Kai Iwi Stream. It has a steep slope down from the Covenant Area to flat land adjoining the stream.

2.2 The primary Conservation and Reserve Values for the Nukumaru Recreation Reserve are as an open space available for recreational activity (i.e. walking) by the public.

3. Restrictive Covenant

3.1 The Covenantor will not carry out or permit to be carried out on the Covenant Area (or any part of it), any development for any purpose, except for a development comprising building(s) (and related improvements):

- a) that are intended for residential housing purposes; and
- b) that, in the Covenantee's reasonable opinion, have a minimal adverse effect on the Conservation and Reserve Values on the Nukumaru Recreation Reserve; and
- c) that comply with the relevant territorial authority's then operative District Plan; and
- d) for which all required consents have been obtained and complied with.

4. Construction of Covenant in Gross

4.1 The Covenantor covenants with the Covenantee as set out above so that such covenants shall in perpetuity:

- a) burden and run with the land comprised in the Burdened Land, to the intent that they shall bind the registered owner for the time being of all and any part of the Burdened Land; and
- b) be for the benefit of the Covenantee in gross, to the intent that they shall be enforceable by the Covenantee (or any successors or assigns of the Covenantee).

DOCUMENTS

10.2 MÖWHĀNAU SITE C EASEMENT

DOCUMENTS

10.2: MŌWHĀNAU SITE C EASEMENT

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

FORM 22

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

Grantor

[THE TRUSTEES OF TAKAPAU WHĀRIKI TRUST]

Grantee

WHANGANUI DISTRICT 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 of way	[As shown marked with a red pecked line on deed plan TTW-008-027. The easement will be 3m wide. Subject to survey.]	[Section [] SO [] Subject to survey] (formerly Part Section 1 SO 18911, Sections 11, 12 and 14 and Part Sections 8 and 13 Mowhanau Village.)	[Parts Section 1 SO 18911, Section 7 and Parts Section 6 and Part Section 13 Mowhanau Village]
Right to convey sewage	[As shown marked with a green pecked line on deed plan TTW-008-027. The easement will be 3m wide. Subject to survey.]	[Section [] SO [] Subject to survey] (formerly Part Section 1 SO 18911, Sections 11 and 12 and Part Sections 8 and 13 Mowhanau Village.)	
Right to convey water	[As shown marked with a blue pecked line on deed plan TTW-008-027. The easement will be 3m wide. Subject to survey.]	[Section [] SO [] Subject to survey] (formerly Part Section 1 SO 18911 and Part Section 13 Mowhanau Village)	

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 added to by the provisions set out in the Annexure Schedule

Insert instrument type

Easement Instrument

1. GRANT OF EASEMENT

1.1 Pursuant to clause [9.4.2] of the deed of settlement of historical claims between the Crown, Ngā Hapū o Te Iwi o Whanganui, and Takapu Whāriki Trust, the Grantor grants to the Grantee:

- a) a right of way at all times to go over and along the easement facility for the purposes of accessing the Grantee's sewage infrastructure located on the Burdened Land; and
- b) a right to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the easement area, and to and from the Benefited Land; and
- c) a right to drain, discharge, and convey sewage and other waste material and waste fluids in any quantity through the easement facility and over the easement area, and to and from the Benefited Land.

1.2 The implied rights and powers prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007 apply to this easement. Where the implied rights and powers conflict with the terms of this easement, the terms of this easement will prevail.

2. COMPLIANCE WITH LEGISLATION

2.1 The Grantee will:

- a) comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);
- b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the burdened land; and
- d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the burdened land.

3. INDEMNITY

3.1 The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

DOCUMENTS

10.2: MÖWHĀNAU SITE C EASEMENT

Annexure Schedule

Page 2 of 2 Pages

Insert instrument type

Easement Instrument

4. ADDRESSES FOR SERVICE

4.1 The Grantor's address(es) for service of notices is:

[enter details]

4.2 The Grantee's address(es) for service of notices is:

[enter details]



DOCUMENTS

10.3 FORMER ARAMOHO SCHOOL PROPERTY EASEMENT



DOCUMENTS

10.3: FORMER ARAMOHO SCHOOL PROPERTY EASEMENT

FORM 22

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

Grantor

[insert names of the trustees of the TAKAPAU WHĀRIKI TRUST]

Grantee

HIS MAJESTY THE KING

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	[C, D and E on SO 627098]	[Section 2 SO 566143 Subject to Survey (insert record of title reference)]	[Section 1 SO 566143 Subject to Survey (insert record of title reference)]
Right to convey electricity	[E on SO 627098]		
Right to drain sewage	[D and F on SO 627098]		

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

10.3: FORMER ARAMOHO SCHOOL PROPERTY EASEMENT

Annexure Schedule
Pages

Page 1 of 1

Insert instrument type

Easement Instrument

1. GRANT OF EASEMENTS

- 1.1 Pursuant to clause [9.4.2] of the deed of settlement of historical claims between the Crown, Ngā Hapū o Te Iwi o Whanganui, and Takapu Whāriki Trust, the Grantor grants to the Grantee a right of way, a right to convey water, a right to convey electricity and a right to drain sewage, as set out in Schedule A.
- 1.2 The implied rights and powers prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007 apply to this easement instrument. Where the implied rights and powers conflict with the terms in this easement instrument, the terms in this easement instrument will prevail.

2. ADDRESSES FOR SERVICE

- 2.1 The Grantor's address(es) for service of notices is:

[enter details]

- 2.2 The Grantee's address(es) for service of notices is:

[enter details]

DOCUMENTS

10.4 FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO DRAIN WATER EASEMENT

DOCUMENTS

10.4: FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO DRAIN WATER EASEMENT

FORM 22

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

Grantor

[insert names of the trustees of the TAKAPAU WHĀRIKI TRUST]

Grantee

WHANGANUI DISTRICT 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 drain water	[A on SO 627098]	[Section 2 SO 566143 Subject to Survey (insert record of title reference)]	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 added to by the provisions set out in the Annexure Schedule

DOCUMENTS

10.4: FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO DRAIN WATER EASEMENT

Annexure Schedule
Pages

Page 1 of 1

Insert instrument type

Easement Instrument

1. GRANT OF EASEMENT

- 1.1 Pursuant to clause [9.4.2] of the deed of settlement of historical claims between the Crown, Ngā Hapū o Te Iwi o Whanganui, and Takapu Whāriki Trust, the Grantor grants to the Grantee a right to drain water as set out in Schedule A.
- 1.2 The implied rights and powers prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007 apply to this easement instrument. Where the implied rights and powers conflict with the terms in this easement instrument, the terms in this easement instrument will prevail.

2. ADDRESSES FOR SERVICE

- 2.1 The Grantor's address(es) for service of notices is:

[enter details]

- 2.2 The Grantee's address(es) for service of notices is:

[enter details]

DOCUMENTS

10.5 FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO CONVEY WATER
EASEMENT

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

DOCUMENTS

10.5: FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO CONVEY WATER EASEMENT

FORM 22

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

Grantor

HIS MAJESTY THE KING

Grantee

[insert names of the trustees of the TAKAPAU WHĀRIKI TRUST]

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	[B on SO 627098]	[Section 1 SO 566143 Subject to Survey (insert record of title reference)]	[Section 2 SO 566143 Subject to Survey (insert record of title reference)]

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 added to by the provisions set out in the Annexure Schedule



DOCUMENTS

10.5: FORMER ARAMOHO SCHOOL PROPERTY RIGHT TO CONVEY WATER EASEMENT

Annexure Schedule
Pages

Page 1 of 1

Insert instrument type

Easement Instrument

1. GRANT OF EASEMENT

- 1.1 Pursuant to section [x] of the Whanganui Claims Settlement Act [20xx], the Grantor grants to the Grantee a right to convey water as set out in Schedule A.
- 1.2 The implied rights and powers prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007 apply to this easement instrument. Where the implied rights and powers conflict with the terms of this easement instrument, the terms of this easement instrument will prevail.

2. ADDRESSES FOR SERVICE

- 2.1 The Grantor's address(es) for service of notices is:
[enter details]
- 2.2 The Grantee's address(es) for service of notices is:
[enter details]

11. LEASES FOR LEASEBACK PROPERTIES



DOCUMENTS

11.1 TE PUNA HAPORI LEASE



LESSOR:

TAKAPAU WHĀRIKI TRUST |

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should be registered or noted.

.....
Certified by (Practitioner or Lessee) or
(Lessee)

LESSEE:

HIS MAJESTY THE KING
acting by and through the Chief
Executive of the Ministry of Justice

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

MEMORANDUM OF LEASE

**THE CHIEF EXECUTIVE
MINISTRY OF JUSTICE
WELLINGTON**

DOCUMENTS

11.1: TE PUNA HAPORI LEASE

MINISTRY OF JUSTICE

LONG TERM LEASE OF BARE GROUND

FOR COURTHOUSE PURPOSES

TAKAPAU WHĀRIKI TRUST (hereafter called "the Lessor") being registered as proprietor of an estate in fee simple subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed in Record of Title for a fee simple estate Wellington Land Registry, in that piece of land containing [approximately 10,000 square metres more or less **subject to survey**], situated at 57 Campbell Street, Whanganui.

does hereby lease to **HIS MAJESTY THE KING** acting through the Chief Executive of the Ministry of Justice (hereafter called "the Lessee") all the said land (hereafter called "the Land") to be held by the Lessee as tenant for a term of twenty (20) years at the yearly rental of [\$-----] plus GST payable annually in advance on the first day of [] in each year during the continuance of this Lease subject to the covenants, conditions and restrictions set forth in Schedules A and B following.

The Lessee doth hereby accept the lease of the above described land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants set forth in Schedules A and B following.

Dated this [] day of [] 20[--]

SIGNED by **TAKAPAU WHĀRIKI TRUST**)
as Lessor)

DOCUMENTS

11.1: TE PUNA HAPORI LEASE

SIGNED for and on behalf of HIS)
MAJESTY THE KING as Lessee)
by)
(acting by and through the Chief)
Executive of the Ministry of Justice))



DOCUMENTS

11.1: TE PUNA HAPORI LEASE

SCHEDULE A

ITEM 1 THE LAND

that parcel of land being the Land previously specified.

ITEM 2 THE COMMENCEMENT DATE

The commencement date of this Lease shall be the [] day of [] 20[--].

ITEM 3 ANNUAL RENTAL

[Value in words (\$0.00)]
per annum plus GST payable annually in advance on the first day of each year during the
continuance of this lease with a first payment due on the [] day
of [] 20[--].

ITEM 4 TERM OF LEASE

4.1 Initial term

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

4.2 Subsequent terms

Perpetual rights of renewal of ten (10) years each from the [] day
of [] 20[] and each 10th anniversary after that date.

ITEM 5 LESSEE OUTGOINGS

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

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

5.3 Rubbish collection charges.

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



DOCUMENTS

11.1: TE PUNA HAPORI LEASE

ITEM 6 PERMITTED USE

- 6.1 For any Justice Sector related purposes including (but not limited to) a courthouse and such other reasonable ancillary uses deemed necessary from time to time by the Lessee for the operation of a courthouse on the Land, or any other use which conforms with the local Code of Ordinances or District Plan applying to the premises.
- 6.2 Any secondary use for government works under the Public Works Act 1981 if a part of the land but not a significant part being more than half of the Land, is not required for Courthouse purposes. or
- 6.3 Any use of the Land or any part of the Land consented to by the Lessee as sub Lessor under clause 4.01 of this Lease where both the sub lease and the use of the Land comply with the requirements of clause 4.01.

ITEM 7 RIGHTS OF RENEWAL

Renewable as provided in Item 4.2 above.

ITEM 8 RENT REVIEW DATES

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

ITEM 9 LESSOR'S PROPERTY

Nil.

ITEM 10 LESSEE'S IMPROVEMENTS

All buildings and other improvements together with foundations, sub-soil works and services now or hereafter constructed on the Land by the Lessee or any agent or permitted occupier of the Lessee including, without limitation, the court house building, paving areas and courtyards and asphalted carpark and all fixtures, fittings and chattels therein contained.

ITEM 11 CLAUSE 3.04(b) CHARGEHOLDER'S NOTICE

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

DOCUMENTS

11.1: TE PUNA HAPORI LEASE

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

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

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

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

SCHEDULE ***

[That parcel of land containing]

(LENDER EXECUTION)

/ / 20

ITEM 12 CLAUSE 3.04(c) CHARGEHOLDER'S NOTICE

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

DOCUMENTS

11.1: TE PUNA HAPORI LEASE

(hereafter called "the Lessee")

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

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

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

ITEM 13 ADDRESS FOR SERVICE

Lessor: **TAKAPAU WHĀRIKI TRUST**
Tupoho House
249 Victoria Avenue
Whanganui 4500

Attn: General Manager
Email: info.wlsnt@gmail.com

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

Emails: MoJLeasedSites@justice.govt.nz



SCHEDULE B

PART I - PRELIMINARY

1.00 DEFINITIONS AND INTERPRETATION

1.01 In this Lease:

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

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

- (c) Words importing the singular or plural number shall include the plural or singular number respectively.

1.02 "**Goods and Services Tax**" or "**GST**" means tax levied in accordance with the Goods and Services Tax Act 1985 or any tax in the nature of a Goods and Services Tax.

1.03 "**Government Work**" means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by or under the control of the Crown or any Minister of the Crown for any public purpose.



DOCUMENTS

11.1: TE PUNA HAPORI LEASE

- 1.04 "Lease" means, unless the context otherwise requires, this lease and any further or renewal term thereof.
- 1.05 "Lessee's Improvements" shall mean all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent of the Lessee prior to or after the commencement of this Lease but shall exclude "Lessor's Property".
- 1.06 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under the provisions of this Lease.
- 1.07 "Lessor's Property" means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property which are placed on the Land by the Lessor after the commencement of this Lease.
- 1.08 "Value of the Land" means the market value of the freehold interest in the Land as at the relevant rent review date, as vacant land in an unsubdivided state assessed in accordance with its then current underlying zoning or a courthouse, whichever is the greater, LESS a discount of twenty percent (20%) to reflect the terms and conditions of this Lease while the Ministry of Justice remains the Lessee.
- 1.09 "The Land", "The Commencement Date", "Annual Rental", "Term of the Lease" and "Permitted Use" shall have the meanings ascribed to them in Schedule A.
- 1.10 The term "to sublet" shall include the granting of a licence to occupy the Land or part thereof and "subletting" and "sublease" shall be construed accordingly.
- 1.11 References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute, consolidation, re-enactment, substitution or otherwise.
- 1.12 A covenant not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 1.13 Clause headings are inserted for reference only and shall not affect the interpretation of this Lease.

PART II - LESSEE'S COVENANTS

2.00 LESSEE'S COVENANTS

2.01 ANNUAL RENT

- (a) Throughout the term of this Lease, including following the exercise of any rights of renewal by the Lessee, the Lessee shall pay rental as assessed in accordance with Schedule C for the Land which shall be adjusted on each rent review date and shall be assessed in accordance with clause 4.05 and Schedule C noting that for so long as the Lessee is His Majesty the King acting by and through the Chief Executive of the Ministry of Justice and for so long as the Lessee is using the land for the purpose of a Courthouse, the rent payable shall reflect the terms of this Lease and the use to which the Lessee is putting the Land, as a Courthouse.
- (b) The Lessee shall pay the annual rent without deduction or set off in the manner and at the times provided in Item 3 of Schedule A. All payments of rent shall be paid by direct bank payment or as the Lessor may direct.

2.02 PAYMENT OF LESSEE OUTGOINGS

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

2.03 USE OF LAND

The Lessee shall not, without the prior written consent of the Lessor first had and obtained, use the Land for any purpose other than the Permitted Use described in Item 6 of Schedule A which consent may be given or withheld at the absolute discretion in all things of the Lessor. The Lessee acknowledges that it has entered into this Lease in reliance on its own judgement and not in reliance on any representation or warranty by the Lessor.

2.04 COMPLIANCE WITH LAW

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

2.05 AVOIDANCE OF DANGER

The Lessee shall:

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

2.06 MAINTENANCE OF LESSEE'S IMPROVEMENTS

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

2.07 NO LESSOR MAINTENANCE

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

2.08 LESSEE'S FURTHER MAINTENANCE AND REPAIR OBLIGATIONS

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

2.09 SIGNAGE

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

2.10 INSURANCE

- (a) The Lessee shall insure at its own cost against all public liability in the sum of at least \$2,000,000 in respect of any single event in the name of the Lessee at all times during the continuance of this Lease. The amount of this insurance shall be adjusted at any rent review or renewal of this Lease by any increase in the consumer price index (all groups) in the preceding five years measured against that index at the Commencement Date of the original term of this Lease. If there is no consumer price index (all groups) then the adjustment will be made by reference to the next most appropriate index or any index published in place of the CPI (all groups).
- (b) The provisions of this clause shall be of no application whilst the Lessee is **HIS MAJESTY THE KING**.

2.11 SUNDRY LESSEE ACKNOWLEDGEMENTS

The Lessee acknowledges:

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

2.12 GST

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

2.13 LESSEE'S ACKNOWLEDGEMENT

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

PART III

3.00 LESSOR'S COVENANTS

3.01 QUIET ENJOYMENT

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

3.02 CONSTRUCTION OF OR ALTERATIONS TO LESSEE'S IMPROVEMENTS

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

3.03 LESSOR'S PROPERTY

The Lessor acknowledges that the Lessor's Property on the Land at the Commencement Date of this Lease (if any) is as listed in Schedule A Item 9 and that the Lessor shall not during the continuance of this Lease place any further Lessor's



11.1: TE PUNA HAPORI LEASE

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

3.04 LESSOR'S ACKNOWLEDGEMENTS AS TO LESSEE'S IMPROVEMENTS

- (a) The Lessor acknowledges in relation to Lessee's Improvements that:
 - (i) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease and irrespective of how such property is annexed to the Land;
 - (ii) Lessee's Improvements are to be fully insured by the Lessee in its own name; and
 - (iii) when any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds is also solely with the Lessee.
- (b) Should the Land be subject to any Mortgage or other charge at the Commencement Date of this Lease, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgement of any and all existing mortgagees or chargeholders of the Land prescribed in Schedule A Item 11 duly executed by any such mortgagees or chargeholders, it being further acknowledged by the Lessor that the Lessee shall not be required to execute the within Lease until the provisions of this sub clause have been fully satisfied;
- (c) Should the Lessor, subsequent to the Commencement Date of this Lease, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed Mortgagee or Chargeholder the written acknowledgement prescribed in Schedule A Item 12, it being further acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and further that it will deliver executed originals of such acknowledgements to the Lessee within five (5) working days from the date of their receipt by the Lessor. If the Lessor fails to comply with the requirements of this clause 3.04(c) (time being of the essence) the Lessor shall procure the release and discharge of any mortgage or charge

DOCUMENTS

11.1: TE PUNA HAPORI LEASE

registered over the Land within ten (10) working days of receipt by the Lessor of a notice from the Lessee requiring such release and discharge;

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

3.05 LESSOR CONSENT TO GROUND WORKS

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

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

- (b) Should the Lessor either fail to give an approval within 14 days of being requested to do so or give an approval which is subject to conditions the Lessee considers unreasonable, then the matter shall be referred to a registered civil engineer agreed upon by the parties for his or her expert determination. Should the parties be unable to agree upon the appointment of an engineer, then either party shall be at liberty to make written application



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to the President for the time being of the Institute of Professional Engineers of New Zealand to appoint an engineer and any appointment so made shall be final and binding on the parties. The engineer shall act as an expert in determining the issue(s) and not as an arbitrator and the engineer's decision shall be final and binding on the parties. The engineer's costs shall be met in equal shares by the parties unless the engineer otherwise so determines.

3.06 DESIGNATION

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

3.07 PROVISION OF CERTAIN NOTICES TO THE LESSEES

Whenever the Lessor receives any notice from any local or governmental authority concerning the payment of local authority rates or the government valuation of the Land or the Lessee's Improvements, the Lessor will promptly provide a copy of such notice to the Lessee and, in any event, within sufficient time to enable the Lessee to make any submission as seen fit by the Lessee to the local authority or the relevant government department, as the case may be.

3.08 FIRST RIGHT OF REFUSAL TO PURCHASE

- 3.08.1 If, at any time during the term of this Lease or any renewal thereof the Lessor shall desire to sell the Land or the Lessor is required to sell the Land by a Mortgagee or Chargeholder the Lessor and/or the Mortgagee or Chargeholder as the case may be shall give to the Lessee notice in writing of the Lessor's intention to sell the Land, the price fixed by the Lessor for such purchase, and other terms and conditions proposed by the Lessor ("the Lessor's Notice").
- 3.08.2 The Lessor's Notice must be accompanied by a signed registered valuer's certificate substantiating the price fixed by the Lessor for such purpose, failing which the Lessor's Notice shall be null and void.
- 3.08.3 The Lessee shall have thirty (30) Working Days from the date of receipt of the Lessor's notice within which to elect by notice in writing to the Lessor ("the Lessee's Notice") to purchase the Land at the price and on the terms and conditions specified in the Lessor's Notice.

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- 3.08.4 Upon the Lessee having exercised the Lessee's option to purchase by serving the Lessee's Notice pursuant to clause 3.08.3 the parties will be deemed to have entered into a contract for the sale and purchase of the Land on the terms of the agreement at the date of the exercise of the right then in use by the New Zealand Law Society in association with the Real Estate Institute of New Zealand.
- 3.08.5 The Lessee shall within eighty (80) Working Days of receipt by the Lessor of the Lessee's Notice complete the purchase by making payment to the Lessor of the purchase price specified in the Lessor's Notice plus GST (if any) and all rent, outgoings and other amounts payable and due or accruing due under the Lease up to the date of settlement. Upon such payment being made by the Lessee to the Lessor the Lessor will transfer the Land to the Lessee for an estate in fee simple free of any mortgage, charge or encumbrance.
- 3.08.6 If the Lessee declines to elect to purchase the Land or does not give notice within the said period of thirty (30) Working Days after receipt of the Lessor's Notice then the Lessor will be at liberty to sell the Land on the open market, PROVIDED THAT the Lessor may not offer to sell the Land to any other party at a price lower than that first offered by the Lessor in the Lessor's Notice or on terms and conditions more favourable to a purchaser than those specified in the Lessor's Notice without first reoffering the Land by notice in writing to the Lessee for purchase at such lower price and on such terms and conditions. In such case the Lessee shall have fourteen (14) Working Days after receipt of such notice in writing within which to elect to purchase the Land at such lower price or on such more favourable terms and conditions and shall complete such purchase in the manner hereinbefore provided within eighty (80) Working Days of receiving the Lessor's amended notice.
- 3.08.7 The provisions of clause 3.08.6 shall apply each time the Lessor wishes to sell the Land to any other party at a price lower than that offered by the Lessor in the Lessor's Notice or on terms and conditions more favourable to a purchaser than those specified in the Lessor's Notice where such offer has been declined by the Lessee in accordance with the provisions of clause 3.08.6.
- 3.08.8 The Lessor agrees that this section 3.08 creates a caveatable interest in the Land in favour of the Lessee. The Lessee shall be entitled to lodge (at the Lessee's cost) a caveat against the title to the Land to secure the

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Lessee's interest by way of the first right of refusal to purchase created by this section 3.08 at any time after the date of this Deed.

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

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

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

3.09 DISPOSAL OF LESSOR'S INTEREST

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

3.09.1.1 the Lessor has first complied with the provisions of clause 3.08 herein on each and every occasion the Lessor proposes to dispose of the Lessor's interest in the Land; and

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

3.09.1.3 for so long as the Lessee is a Government Agency the following further provisions shall apply:

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

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- (b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within ten (10) working days of receiving the Lessor's advice pursuant to clause 3.09.1.3(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

- (3) If the Lessor does not receive written notice from the Lessee pursuant to clause 3.09.1.3(2)(a) or 3.09.1.3(2)(b) above together with grounds to substantiate its reasonable apprehension within ten (10) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (4) If the Lessee validly objects to the proposed Assignee in accordance with clause 3.09.1.3(2)(a) or 3.09.1.3(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (5) The Lessor agrees that this section 3.09 creates a caveatable interest in the Land in favour of the Lessee. The Lessee shall be entitled to lodge (at the Lessee's cost) a caveat against the title to the Land to secure the Lessee's interest in preventing the disposal of the Lessor's interest in the Land to a party to whom the Lessee has any reasonable objection in terms of clause 3.09.1.3(2) at any time after the date of this Deed. Such caveat shall ensure that any prospective purchaser of the Lessor's interest in the Land is aware of the provisions of this clause section 3.09 and shall prevent the Lessor disposing of its interest in the Land without first complying with the requirements of this section 3.09.

3.10 HEALTH AND SAFETY

The Lessor shall:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from the Lessor's ownership of the Land;
- (b) Take all reasonable steps to ensure that any obligations placed on the Lessor as a Person Conducting a Business or Undertaking as that term is defined in the Health and Safety at Work Act 2015 by virtue of the Lessor's ownership of the Land, are met;

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- (c) At all material times keep in place appropriate rules and procedures in order to comply with Health and Safety at Work requirements which the Lessor is obliged by law to comply with.

3.11 LESSOR'S ACKNOWLEDGEMENT

The Lessor agrees that if the Land or any part of the Land has any inherent defect, whether arising prior to the Commencement Date or during the term of this Lease, the Lessee has no liability in respect of such inherent defect and the Lessor releases to the fullest extent permitted by law the Lessee, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessee or persons acting under the control of the Lessee.

PART IV – MUTUAL COVENANTS

4.00 MUTUAL COVENANTS

4.01 ASSIGNMENT AND SUBLETTING

- (a) The Lessee will not without the previous consent in writing of the Lessor assign, transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee, transferee or sublessee.
- (b) Notwithstanding subclause (a), where the Crown (as that term is defined in section 7 (1) of the Crown Entities Act 2004) remains as the Lessee under this Lease and in occupation of the Land no such consent shall be required from the Lessor except that on each occasion that a different Crown entity (as defined in section 2 of the Public Finance Act 1989) or any other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease, the Lessee shall notify the Lessor in writing of that change.
- (c) In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange the Lessor may require the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form acceptable to the Lessor.

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- (d) This clause 4.01 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- (e) For the purpose of this clause 4.01, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 4.01(f).
- (f) For the purposes of clause 4.01(a), a proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7 (1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control on the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- (g) Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessee's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- (h) Where the Lessor consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any Sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
- (i) Notwithstanding any rule of law to the contrary it is specifically agreed that in the event of an assignment or transfer of this Lease by His Majesty the King ("the Crown"), the following provisions shall apply:
 - (i) in the event of an assignment or transfer during the initial Term of the Lease the liability of the Crown shall cease at the expiration date of the initial Term of the Lease or of any licence period granted pursuant to



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clause 4.03, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the initial Term of the Lease;

- (ii) in the event of an assignment or transfer during any renewed Term of the Lease, the liability of the Crown shall cease and determine as from the expiration of that renewed term or of any licence period granted pursuant to clause 4.03, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of such renewed term.
- (j) Where the Assignee is a party which is not a Crown entity, the Lessee will at the Lessee's own expense procure the execution by the Assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to four (4) terms of five (5) years each so that the Lease will have a final expiry date if all rights of renewal are exercised at the date of expiration of a period of twenty (20) years following the expiration of the term of the Lease during which the assignment is effected.

4.02 LESSOR MAY REMEDY LESSEE DEFAULT

- (a) Should the Lessee default in the observance or performance of any of the Lessee's obligations hereunder and should the Lessor have first served not less than twenty-one (21) clear days' written notice of its intention to enter upon the Land and to do, execute and perform or procure to be performed all such acts, deeds, matters and things required to make good any Lessee default except in the case of an emergency where no notice shall be required, then it shall be lawful for the Lessor in addition to any of its remedies to enter the Land and do all such acts, deeds, matters and things required to make good such default and to recover the costs of such action from the Lessee.
- (b) Any notice served under the provisions of clause 4.02(a) shall specify sufficient particulars to adequately advise the Lessee of the breach (or breaches) of Lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non compliance with these requirements shall render any such notice void.

4.03 LESSEE'S IMPROVEMENTS

- (a) If at any time during the Term of the Lease the Lessee declares that the Lessee's Improvements is surplus to the requirements of the Crown and the Lessee decides to sell the Lessee's Improvements, then the Lessee will first give the Lessor notice in writing of the Lessee's intention to sell, the price fixed by the Lessee for such purposes, the timeframe for exercising the option to purchase (which shall be no less than 15 working days) and other terms and conditions proposed by the Lessee ("The Lessee's Notice"). If the Lessor does not exercise its right to purchase as specified in the Lessee's Notice, then the Lessee will be at liberty to sell the Lessee's Improvements on the open market provided the Lessee will not offer the Lessee's Improvements to any other party at a price lower than the first offered by the Lessee or more favourable terms and conditions than those specified in the Lessee's Notice.
- (b) Subject to clause 4.03(a), the parties acknowledge that:
- (i) The Lessee not being in breach of the Lease may, either prior to or on the expiry of this Lease, remove all or any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed within a period of six months from the expiration or sooner determination of the within Lease, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee until this time and that no prior written consent or any other consent of the Lessor shall be required in respect of any such removal elected by the Lessee. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a Licence to enter the Land for a period of six (6) months subsequent to the expiration of this Lease and remove Lessee's Improvements and further that this provision shall endure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;
 - (ii) In the event the Lessee removes its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land and restore the Land to a neat, tidy and safe condition subsequent to any such removal;
 - (iii) The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the expiration or sooner determination of the Lease or within six



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months after this time and notwithstanding any rule of law or equity to the contrary;

- (iv) In any review of rent under the provisions of this Lease any Lessee's Improvements shall be entirely excluded from the assessment of any new rental;
- (v) Notwithstanding the generality of the provisions of clause 4.03(b)(i), the Lessee shall not remove any boundary fencing or any sub-soil drainage or reticulated sub-soil service(s) or any retaining walls on the Land without the prior written consent of the Lessor, which may be given or withheld at the discretion in all things of the Lessor.

For the avoidance of doubt, nothing herein shall obligate the Lessee to remove the property referred to in this clause 4.03(b)(v), should the Lessee decide to abandon such property to the Lessor upon the expiration of this Lease;

- (vi) The Lessee shall pay a licence fee equal to the rental payable immediately before the determination of the Lease for the six month period, or such lesser period as the Lessee requires to remove Lessee's Improvements from the Land;
- (vii) The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall endure for the benefit of the party entitled until completely performed;
- (viii) All Lessee's Improvements remaining upon the Land after the expiration of the six month period provided in subclause 4.03(b)(i) shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor.

4.04 RENEWAL

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

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- (i) The Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 4.05 as though the commencement date of the renewed term were a Rent Review Date.
 - (ii) The renewed Lease will otherwise be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.
- (b) No earlier than 24 months prior to the expiration to the initial term or any subsequent term, the Lessor shall give written notice to the Lessee specifying that the term of the Lease is due to expire and that if the Lessee fails to exercise the right of renewal referred to in clause 4.04(a) within six (6) months from the date of receipt of notice from the Lessor (time being of the essence) then the Lessee shall be deemed to have irrevocably waived its right to renew the Lease. The parties acknowledge and agree that the earlier state by which the Lessee can be required to give notice of renewal as a result of the operation of this clause 4.04(b) is the date which falls 18 months prior to the expiration of the relevant term.
- (c) In the event that the Lessor does not give notice to the Lessee pursuant to clause 4.04(b), the Lessee shall be entitled to renew this Lease by notice in writing to that effect given to the Lessor at any time up until the expiry date.
- (d) The annual rent for the first term of any renewal shall be agreed upon or, failing agreement, shall be determined in accordance with clause 4.05 which shall apply with such modifications as may be necessary.
- (e) Otherwise, the renewed Lease shall be upon the same terms and conditions as are expressed or implied in this Lease.

4.05 RENT REVIEW

- (a) The Annual Rental payable as from each review date shall be determined as follows:
- (i) Either party may not earlier than three (3) months prior to review date and not later than one (1) year after any review date (time being of the essence) give written notice to the other party specifying the annual rent proposed as the current annual rent as at the relevant review date, which shall be equal to 5.75% of the Value of the Land as defined in clause 1.08.



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- (ii) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within twenty (20) Working Days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the recipient as the current annual rent, then the new rent shall be determined in accordance with clause 4.05(b);
 - (iii) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
 - (iv) The Annual Rental agreed, determined or imposed pursuant to this clause shall be the annual rental payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 6 months after the relevant rent review date but subject to clause (c) and (d).
 - (v) The rent review at the option of either party may be recorded in a Deed.
- (b) Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current annual rent for the Land, but if agreement is not reached within twenty (20) working days then the same may be determined either:
- (i) By one party giving written notice to the other requiring the current annual rent for the Land to be determined by arbitration; or
 - (ii) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (aa) Each party shall appoint a valuer and give written notice of the appointment to the other party within twenty (20) working days of the parties agreeing to so determine the new rent;
 - (bb) If the party receiving a notice fails to appoint a valuer within the twenty (20) working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
 - (cc) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;

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- (dd) The valuers appointed by the parties shall determine the current annual rent for the Land but if they fail to agree then the rent shall be determined by the third expert;
- (ee) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

In ascertaining the new annual rental to apply from a review date:

- (ff) The value of any building or improvements then existing upon the Land shall not be taken into consideration; and
- (gg) For so long as the Lessee is a Government Agency, the parties and their valuers shall take into account the contents of Schedule C in determining the rent

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

- (c) 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 Rental payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rental payable at the commencement of such subsequent term; and
 - (ii) Shall be the Annual Rental from the Rent Review Date, or the date of the initiated notice if such notice is given later than six (6) months after the Rent Review Date.
- (d) For the avoidance of doubt, where the rent review date coincides with the commencement of a renewed or subsequent terms, the annual rent shall be the current annual rent payable by the Lessee as agreed or determined as at that date in accordance with the foregoing provisions, and no minimum rent shall apply.

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- (e) Pending determination of the current annual rent for the Land, the Lessee if it is a Government Agency shall from the relevant review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant review date, until the determination of the current annual rent, pay an interim rent equivalent to that prior to the review date, however if the Lessee is not a Government Agency it will pay an interim rent as follows:
- (i) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
 - (ii) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - (iii) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant review date.
- (f) Upon determination of the new rent, any overpayment or any shortfall in payment shall immediately be payable by the Lessor or the Lessee as the case may be.

4.06 LESSEE'S RIGHT OF EARLY TERMINATION

Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease by providing to the Lessor not less than twelve (12) months notice in writing to that effect PROVIDED THAT:

- (a) no such notice may be given so as to effect termination of this Lease within the first two (2) years of the initial term or the first two (2) years of any renewed term of this Lease; and
- (b) the parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

4.07 RE-ENTRY

- (a) The Lessor may re-enter the Land where:



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

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

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



4.08 INSURANCE

- (a) The Lessor shall be responsible for insuring any Lessor's Property on the Land.
- (b) The Lessee shall be responsible for insuring or self insuring any Lessee's Improvements on the Land.
- (c) Should any property referred to in sub clauses (a) and (b) above be damaged or destroyed, then it shall be the sole responsibility of the party effecting insurance to decide (subject to the rights of any mortgagee of theirs) whether to effect reinstatement or not and the other party shall abide by this decision whatever it may be.
- (d) In the event that the Lessee elects not to effect reinstatement of the Lessee's Improvements following damage or destruction thereof, then the Lessee shall be entitled to determine this Lease by giving three (3) months notice in writing to that effect to the Lessor. At the expiration of such period this Lease will come to an end and neither party will have any claim upon the other except in respect of any antecedent breach by either party.

4.09 RATING ASSESSMENTS

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

4.10 ENTIRE AGREEMENT

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

4.11 DIFFERENCES AND DISPUTES

- (a) Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- (b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the president or vice president



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for the time being of the District Law Society of the District within which the Land is situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.

- (c) The procedures described in this clause shall not prevent the Lessor from taking proceedings for the recovery of any rental or other moneys payable hereunder which remain unpaid or from exercising the rights and remedies prescribed in clauses 4.06 and 4.07 hereof.
- (d) The provisions of this clause shall be of no application to any review of rental under the provisions of clause 4.05(b)(ii).

4.12 SERVICE OF NOTICES

Any notice or other document required to be given, delivered or served under this Lease may be given, delivered, posted by ordinary post, served or transmitted by facsimile transmission (in which case it shall be subsequently posted) or by email (in which case service will be effected once the email has been acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically will not constitute an acknowledgement) to the respective addresses for service of the Lessor and the Lessee set out in Item 13 of Schedule A. Any alteration to or change in any detail of a party's address for service shall be promptly advised to the other party.

If either party does not have a current address for service, then service in terms of this clause may be effected on that party by registered post addressed to the registered office or principal place of business of the party intended to be served; and any notice or other document given or served shall be deemed to have been given or served and received by the other party two days after the date of posting.

4.13 REGISTRATION OF LEASE

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 2017 at the expense of the Lessee in all things. The Lessor agrees to make title available for this purpose and consents to the Lessee caveating the title to protect its interest in the within Lease prior to the registration of this Lease. The parties shall take all practical steps to register the Lease as soon as possible and the Lessee shall withdraw any caveat it has lodged on the registration of the Lease.

4.14 COSTS

- (a) The parties shall pay their own costs of and incidental to the negotiation, preparation and execution of this Lease. The Lessee shall pay the Lessor's costs of and incidental to the preparation and execution of any variation (where this is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.
- (b) The Lessee shall pay the Lessor's reasonable costs (including reasonable legal costs) of and incidental to the proper enforcement or proper attempted enforcement of the Lessor's powers, rights or remedies under or pursuant to this Lease.

4.15 INTEREST

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

4.16 ESSENTIAL TERMS

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

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

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

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

The provisions dealing with assignment and sub leasing; or

(c) ***Use of Land:***

The provisions restricting the use of the Land.



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11.1: TE PUNA HAPORI LEASE

4.17 WAIVER

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

4.18 RENT MORATORIUM

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

4.19 ARTEFACTS OR FOSSILS

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

4.20 NO ACCESS PROVISION

In the event that the Lessee is unable to gain access to the land to fully conduct the Lessee's business for at least six (6) months due to a prohibition or restriction on access to the land by reason of national or local emergency, including but not limited to natural hazard, explosion, act of terror, volcanic activity or pandemic then a fair proportion of the rent and outgoings payable shall abate from the date the Lessee is unable to access the land to fully conduct their business, until the date that the inability ceases.

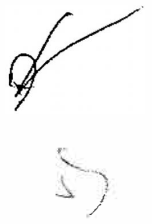
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11.1: TE PUNA HAPORI LEASE

4.21 EXCLUSION OF IMPLIED CONDITIONS

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

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



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11.1: TE PUNA HAPORI LEASE

SCHEDULE C

Establishing Rental on Rent Reviews

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

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11.2 WHANGANUI PRISON LEASE

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

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Completion Note: *There are a number of terms in the lease which are to be confirmed or completed by Corrections prior to execution. These are indicated by notes or square brackets where relevant.*

Form 11

Lease instrument

(Section 91 Land Transfer Act 2017)

Record of Title (unique identifier)	All/part	Area/Description of part
611059 WN48C/764 WN48C/765	All	[]

Lessor

[TBC]

Lessee

The Sovereign in right of New Zealand acting by and through the Chief Executive of the Department of Corrections

Estate or Interest

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

Fee Simple

Lease Memorandum Number (if applicable)

N/A

Term

As set out in the Annexure Schedule

Rental

As set out in the 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 above Lease Memorandum or in the Annexure schedule(s) (if any)

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11.2: WHANGANUI PRISON LEASE

Form L

Annexure Schedule

Page of Pages

Insert instrument type

Continue in additional Annexure Schedule, if required



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11.2: WHANGANUI PRISON LEASE

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Lease, unless the context indicates otherwise:

- (a) **Annual Rent** means the rent for the Land specified in Schedule One, subject to review as set out in this Lease;
- (b) **Authority** means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Land or its use;
- (c) **Commencement Date** means the date of commencement of the Initial Term specified in Schedule One;
- (d) **Consent** means any building consent, resource consent or approval or other statutory or regulatory consent or approval, including renewals or variations of such, whether issued by local or regional councils or any other relevant Authorities, and **Consents** has a corresponding meaning;
- (e) **CPI** means the consumer price index (all groups) as published by Statistics New Zealand or its successor (or, if that index ceases to be published or otherwise ceases to be available to the parties, means such other index as measures, in a manner which most clearly resembles the manner in which the consumer price index (all groups) measures, inflation or deflation in New Zealand immediately prior to becoming unavailable to the parties or ceasing to be published);
- (f) **Deed of Settlement** means the Deed of Settlement of Historic Claims between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki Trust and the Crown dated 2 May 2026;
- (g) **Default Interest Rate** means the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5% per annum;
- (h) **District Plan** means an operative or proposed district plan under the Resource Management Act 1991 or equivalent successor legislation;
- (i) **Government Agency** includes any department or instrument of the Executive Government of New Zealand; and, includes:
 - (i) a body corporate or corporation sole (whether called a corporation, commission, council, board, authority, or by any other name) that has been established or constituted by a public Act of Parliament and that is named in that Act;
 - (ii) a body corporate, entity or organisation that is controlled or wholly owned by the Crown, a Minister of the Crown or by any Government Department;
 - (iii) a Crown Entity within the meaning of the Crown Entities Act 2004; and
 - (iv) any partnership or other legal relationship that includes a Government Agency as a participant.
- (j) **GST** means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution of that tax;
- (k) **Land** means the land described on the first page of the instrument further outlined in the Plan and for the avoidance of doubt excludes all of the Lessee's Improvements which remain the property of the

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Lessee at all times irrespective of their degree of annexation to the Land;

- (l) **Lessee** means The Sovereign in right of New Zealand acting by and through the Chief Executive of the Department of Corrections, and includes all the respective executors, administrators, successors, assigns and successors in title of the lessee and if more than one jointly and severally
- (m) **Lessee's Improvements** means the Lessee's Improvements situated in, or on, the Land and includes (but is not limited to):
- (i) buildings, or other fixed structures including any fencing;
 - (ii) concrete, asphalt, paved or tiled roadway, sealed yards, paths, lawns, gardens;
 - (iii) all of the Lessee's equipment, plant and machinery located on the Land including equipment related to security, infrastructure required for the conduct of electricity, water, sewage, stormwater, gas, telecommunications and computer media to and from the Prison; and
 - (iv) other like property of any kind whatsoever;
- whether those improvements are made, constructed or placed on the Land by the Lessee or by any third party appointed by the Lessee or as may be required in the future to conduct the Lessee's business before or after the Commencement Date.
- (n) **Lessee's Outgoings** mean:
- (i) rates, charges, taxes, assessments, duties, impositions, fees or levies payable to any local or territorial authority;
 - (ii) charges for water, gas, electricity, telephones and other utilities or services;
 - (iii) rubbish collection charges;
 - (iv) all charges relating to the repair and maintenance of any Lessee Improvements (whether of a structural nature or not);
 - (v) the cost of landscaping and ground maintenance;
 - (vi) car parking area maintenance and repair;
 - (vii) all costs associated with the repair, maintenance or replacement of any fencing on the Land; and
 - (viii) any land tax or tax in the nature of a land tax;
- in respect to the Land and includes any other outgoings related to the Lessee's use of the Land, the Permitted Uses or for any use consented to under clause 3.5;
- (o) **Lessor** means [TBC entity] and includes all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally;
- (p) **Plan** means the plan of the Land attached as Schedule Two;
- (q) **Prison** means the Whanganui Prison operated on the Land;
- (r) **Prison Manager** means the prison manager for the time being of

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the Whanganui Prison and includes any person acting in that capacity;

- (s) **Term** means the term of this Lease and includes the Initial Term and any further Subsequent Terms;
- (t) **Utility Services** means all utility and other services that are or will be in the future connected and/or supplied to the Land, including (without limitation), water, stormwater, sewerage, drainage, electricity, gas, telecommunications and computer media that are located outside the Land and are not Lessee's Improvements, but are essential to the Lessee's ability to carry out the Permitted Use on the Land; and
- (u) **Working Day** has the meaning given to it in the Property Law Act 2007.

1.2 **Interpretation:** In this Lease, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this Lease have the defined meaning throughout this Lease, including the background;
- (b) **Headings:** section, clause and other headings are for ease of reference only and will not affect this Lease's interpretation;
- (c) **Parties:** the expressions "Lessor" and "Lessee" include their respective successors and assigns (if permitted in the case of the Lessee under clause 9) and where the context permits the Lessee includes the Lessee's sublessee's and other lawful occupiers of the Land and Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee);
- (d) **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this Lease. Each such schedule and attachment forms part of this Lease;
- (g) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (i) **Schedule Terms:** the terms Initial Term, Permitted Use, Subsequent Term(s), CPI Rent Review Dates, Market Rent Review Dates and Termination Date, together with the other terms set out in Schedule One, will be interpreted by reference to Schedule One;
- (j) **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation; and

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11.2: WHANGANUI PRISON LEASE

(k) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2 **LEASE AND TERM**

2.1 **Grant of Lease:** The Lessor leases the Land to the Lessee and the Lessee takes the Land on lease for the Initial Term beginning on the Commencement Date and ending on the Termination Date at the Annual Rent, as specified in Schedule One, subject to clause 14.

3 **LESSEE'S COVENANTS**

3.1 **Payment of Annual Rent:** The Lessee must pay the Annual Rent to the Lessor by equal annual payments in advance, with the first payment to be made on the Commencement Date, and all subsequent payments to be paid on the anniversary of the Commencement Date.

3.2 **No Deduction or Set-Off:** Subject to clause 18.3, all rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

3.3 **GST:** The Lessee will pay to the Lessor, or as the Lessor directs, the GST payable by the Lessor in respect of the Annual Rent and any other payments payable by the Lessee under this Lease. The GST in respect of the Annual Rent will be payable on each occasion when any rental payment falls due for payment and in respect of any other payment will be payable on demand.

3.4 **Payment of Outgoings:** To the extent that they are separately assessed or charged, the Lessee will pay the Lessee Outgoings in respect of the Land direct to the relevant Authority or supplier concerned and, if permitted by law the Lessee will be entered on the rating information database and the district valuation roll as the ratepayer in respect of the Land. Any Outgoing which is not assessed or charged separately will be apportioned between the Lessor and the Lessee and the Lessee must pay to the Lessor, on demand, its fair and reasonable portion of the charge.

3.5 **Use of Land:** The Lessee will not, without the prior written consent of the Lessor use the Land for any purpose other than the Permitted Uses. The Lessor must not unreasonably or arbitrarily withhold its consent to any change of, or addition to, the Permitted Uses. For the avoidance of doubt, the parties agree that any cessation or suspension of the use of the Land or part of the Land for the Permitted Uses for any period of time is not a breach of this clause.

3.6 **Use of Land other than by a Government Agency:** The Lessee will not:

(a) do anything or allow anything to be done on the Land that may be or grow to be a nuisance, disturbance or annoyance to the Lessor or any other person and the Lessee will generally conduct the Lessee's activities on the Land in a clean, quiet and orderly manner free from damage, nuisance, disturbance or annoyance to the Lessor or any other person;

(b) use the Land or allow them to be used for any noisy, noxious, illegal or offensive activity;

(c) bring, or permit to be brought, on to the Land any material of a dangerous, flammable, or explosive nature without first complying with all laws then in force relating to the handling and

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storage of such materials and with the requirements of the insurers for the Lessor and Lessee; or

- (d) object to or procure any third party to object to any application of the Lessor (or its lessees or licensees) for a plan change, licence, permit or Consent under the Resource Management Act 1991, the Building Act 2004, the Local Government Act 2002 or any other statute where a plan change, licence, permit or Consent is required to undertake any development in the vicinity of the Land and the Lessee will promptly where requested by the Lessor sign a consent or acknowledgement (in such form as the Lessor reasonably requires) confirming that it has no such objection,

but this clause 3.6 does not apply when the Lessee is a Government Agency.

- 3.7 **Compliance with the Law:** The Lessee will comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to, or affecting the Land or the conduct of the Permitted Uses 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 Authority in respect of the Land or the Lessee's conduct of the Permitted Uses on the Land or the Lessee's Improvements on the Land including (but not limited to) compliance with the Corrections Act 2004 and Corrections Regulations 2005.
- 3.8 **Avoidance of Danger:** The Lessee will:
- (a) take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and must 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; and
- (b) promptly remedy any danger or hazard that may arise on the Land.
- 3.9 **Maintenance of Lessee's Improvements:** The Lessee will at the Lessee's own expense keep any Lessee's Improvements on the Land in good order, condition and repair during the Term of this Lease.
- 3.10 **No Lessor Maintenance:** The Lessee acknowledges that the Lessor has no repair or maintenance obligations for any of the Lessee's Improvements on the Land.
- 3.11 **Rubbish Removal:** The Lessee will 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 own expense cause to be removed all trade waste boxes and other goods or rubbish not removed in the ordinary course by the Territorial Authority.
- 3.12 **Signage:** The Lessee may affix names, signs, nameplates, and signboards relating to the Permitted Use without the consent of the Lessor.
- 3.13 **Construction or Alteration to Lessee's Improvements:** The Lessee may construct Lessee's Improvements and make any alterations or additions to Lessee's Improvements necessary or incidental to the Permitted Use without any consent or approval from the Lessor. The Lessee must obtain the prior written consent of the Lessor, (which must not be unreasonably withheld or delayed) to the construction of any Lessee's Improvements that are not necessary or incidental to the

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Permitted Use.

4 LESSOR'S COVENANTS

- 4.1 **Quiet Enjoyment:** The Lessee, paying the rent and performing and observing all the covenants and agreements expressed and implied in this Lease, shall quietly hold and enjoy the Land throughout the Term (and shall be entitled, without limitation, to any rights as grantee or grantor in relation to any easements granted in favour of the Land), without any interruption or disturbance by the Lessor or any person claiming under the Lessor.
- 4.2 **Lessor's Property:** The Lessor must not during the Term of this Lease place any Lessor's property on the Land.
- 4.3 **Grant of Additional Rights:** The Lessor must not cancel, surrender, modify or grant any easement, mortgage or any other registered or unregistered interest over or in favour of the Land or change the status of the Land in any way that would prejudice the ability of the Crown to exercise its option to reacquire the Land under clause 17.2 or to operate the Prison, without the Lessee's prior written consent, which may be withheld at the Lessee's sole discretion or may be granted subject to conditions.
- 4.4 **Consent not to be Unreasonably Withheld:** If this Lease states that the Lessor's consent is required for anything done or proposed to be done, then unless otherwise stated, in each case, the Lessor:
- (a) must not unreasonably withhold consent, and
 - (b) must, within a reasonable time of the Lessor's consent being requested:
 - (i) grant that consent; or
 - (ii) notify the Lessee in writing that the consent is withheld.
- 4.5 **Utility Services:** The Lessor and Lessee agree that:
- (a) neither the Lessor nor its employees, contractors or invitees will interfere with any Utility Services required by the Lessee, to the boundary of the Land;
 - (b) the Lessee must ensure the Utility Services are maintained and provided in proper working order at all times, including undertaking reasonable maintenance as necessary;
 - (c) should Utility Services not be provided to the Land for any reason at the date of commencement of this Lease, the Lessee may enter upon any land that adjoins the Land and is owned by the Lessor, to arrange for any necessary works on, under or over that land to supply or restore the Utility Services to the Land, at the Lessee's cost;
 - (d) the Lessee will be responsible for payment of all charges for use of Utility Services provided under this clause, either to the Lessor, or to a relevant third party network supplier, as applicable; and
 - (e) that neither the Lessor nor its employees, contractors and invitees, will interfere with any Utility Services located on the Land that are owned by third parties, and will comply with all rights of such third parties in respect of that infrastructure (including that it will not cancel or surrender any such rights without the written consent of the Lessee which may be withheld in its sole discretion).

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11.2: WHANGANUI PRISON LEASE

4.6 **No termination:** The Lessor acknowledges and agrees that the Lessor shall have no right to terminate this Lease for any reason (including for any breach by the Lessee of any terms or conditions of this Lease) and the Lessor's sole remedy in the event of breach shall be a claim for damages.

5 RIGHT OF LESSOR TO ENTER AND INSPECT LAND

5.1 **Entry to Land:** Pursuant to section 217 of the Property Law Act 2007, and notwithstanding section 218 and clause 11 of Schedule 3 of that Act, the parties agree that the Lessee will permit the Lessor to enter the Land to inspect its condition, on no more than two occasions in each calendar year, and subject to compliance with the conditions of entry set out in this clause 5.

5.2 **Conditions of Entry:** Entry under clause 5.1 is subject to:

- (a) the Lessor providing the Lessee with at least 10 Working Days prior notice, in writing;
- (b) compliance with the Lessee's safety and access protocols including direct supervision at all times by an authorised representative of the Lessee; and
- (c) entry being limited to two persons named in the notice under clause 5.2(a), authorised by the Lessee, and approved in writing by the Lessee, in advance of entry.

5.3 **Lessor's Acknowledgment:** The Lessor acknowledges that the Land is a working prison and that the Prison Manager will have the discretion to impose such reasonable conditions on the Lessor's ability to enter the Land for inspection purposes under this clause 5, as the Prison Manager thinks necessary or appropriate to the operational requirements of the Prison.

5.4 **Lessor Representations:** The Lessor may make representations to the Prison Manager regarding the times entry to the Land is requested for inspection purposes but the Lessor acknowledges that the Prison Manager may at his/her discretion upon the giving of either oral or written notice, vary any consent to entry given under this Lease if the Prison Manager deems this to be necessary or appropriate to the operational requirements of the Prison.

5.5 **Compliance with Statutes:** When exercising any right of entry under this clause 5 the Lessor will at all times comply with all statutes, ordinances, bylaws or other enactments affecting or relating to the Land including (but not limited to) the Corrections Act 2004 and the Corrections Regulations 2005, and with all instructions which may be given by the Prison Manager or any Authority, and will keep the Lessee indemnified in respect of any non-compliance by the Lessor.

5.6 **Prison Manager's Powers:** The Lessor acknowledges that in the event that the Prison ceases to have a Prison Manager, the Prison Manager's powers under this Lease may be exercised by any agent, employee or servant of the Lessee to whom a written authorisation in this regard is made or by any assignee under clause 9.

6 LESSEE'S IMPROVEMENTS

6.1 **Lessor's Acknowledgement:** The Lessor acknowledges in relation to the Lessee's Improvements that:

- (a) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements will remain with the Lessee during the Term of this Lease, and also at and from the expiry or earlier

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termination of the Lease irrespective of how such property is annexed to the Land, and may be dealt with by the Lessee without reference to the Lessor;

- (b) the Lessor does not have any rights of ownership or proprietary interest in any of the Lessee's Improvements, either during the Term of the Lease, or at the expiry or earlier termination of the Lease; and
- (c) if any Lessee's improvements are destroyed or damaged, the decision whether to reinstate or not is solely at the discretion of the Lessee and for the avoidance of doubt, the Lessee shall be solely entitled to any insurance proceeds (if any).

6.2 **Demolition:** The Lessee may (at the Lessee's discretion) demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of the Lessor upon the condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such demolition or removal.

6.3 **Removal:** The parties acknowledge that:

- (a) The Lessee may, either prior to or on the expiry or earlier termination of this Lease, demolish or remove any Lessee's Improvements from the Land, but shall not be required to do so. If the Lessee elects to demolish or remove any such Lessee's Improvements, the Lessee shall not be obliged to pay the Lessor any compensation for their demolition or removal, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee and that no prior written consent or any other consent of the Lessor is required in respect of any such demolition or removal elected by the Lessee. The Lessee will restore the Land to a neat, tidy and safe condition subsequent to any such demolition or removal.
- (b) The Lessor will be deemed by the provisions of clause 6.3(a) to have granted to the Lessee a licence to enter the Land and demolish or remove the Lessee's Improvements and further that the provision will endure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and will also bind any successor in title to the Lessor subsequent to the expiry of the Lease.
- (c) The Lessor will do nothing to obstruct or otherwise impede the demolition or removal of any Lessee's Improvements from the Land at any time prior to the expiration or earlier termination of the Lease or within three (3) months after such expiration or earlier termination and notwithstanding any rule of law or equity to the contrary.
- (d) The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease if the Lessee remains on the Land after the expiration or earlier termination of the Lease for the purposes of demolishing or removing the Lessee's Improvements under this clause.
- (e) In the event that the Lessee elects not to demolish or remove all or part of its Lessee's Improvements from the Land under clause 6.3(a), title and property in such Lessee Improvements as are left on the Land at the expiry of the three (3) month period set out in clause 6.3(c) shall pass to the Lessor on an 'as is where is' basis.

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[Completion Note: Corrections wishes to work together with the owner of the land to ensure, as far as reasonably possible, that Corrections will be able to obtain the Consents it requires to operate the Prison on an ongoing basis. Accordingly, this clause is subject to review and further amendment by Corrections to reflect the applicable consenting legislation and regime at the point of execution of this lease, in order to achieve this]

7.1 **Designations and Consents:** The Lessor consents to the Lessee maintaining or implementing a designation (or any other Consent) under the Resource Management Act 1991 (including any relevant successor legislation) for the construction, operation and maintenance of the Permitted Uses and for any use consented to under clause 3.5 for the Term of this Lease, and further consents to the application for new Consents and the inclusion of any new or further designation for such purposes in any operative or proposed District Plan or Regional Plan.

7.2 **No Right to Object:** The Lessor agrees that it will not:

- (a) complain or object to, or cause others to complain or object to, or publicly comment on, any variation, renewal, change or modification to existing or future lawful uses of the Land and any designations or Consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date (including applications for new Consents or designations), provided the variations, renewal, changes or modifications, or any new Consents or designations, are related to, or ancillary to, the Permitted Uses or any use consented to under clause 3.5; or
- (b) directly or indirectly lobby any Authority or other interested party, or directly or indirectly fund any objections, in relation to any variation, change, renewal or modification to existing or lawful future uses, designations or Consents, either in place at the Commencement Date or lawfully granted to the Lessee at a later date (including applications for new Consents or designations).

7.3 **No Right to Object to Permitted Uses:** The Lessor agrees that it will not complain or object to, or directly or indirectly fund any objection relating to, or otherwise publicly comment about, any lawful activities on the Land in accordance with the Permitted Uses.

8 LESSEE'S ACKNOWLEDGEMENT

8.1 **Lessee Uses Land at Own Risk:** 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 when this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

9 SUBLETTING AND ASSIGNMENT

9.1 **Subletting and Assignment:** Subject to clauses 9.2 and 9.3, the Lessee must not sublet, assign or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:

- (a) the Lessee proves to the satisfaction of the Lessor that the proposed sublessee or assignee is (or in the case of a company the shareholders of the company of the proposed assignee or sublessee are) respectable, responsible and has the financial resources to meet the commitments under any sublease or lease;
- (b) all rent and other moneys payable under this Lease have been

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paid and there is no subsisting breach of any of the Lessee's covenants;

- (c) the Lessee pays the proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed sublessee or assignee;
- (d) the Lessee will, at the Lessee's own expense, procure the execution by an assignee of a deed of covenant with the Lessor that the assignee will, at all times pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease; and
- (e) where the assignee is a company, the Lessor may require the deed of covenant referred to in paragraph (d) above to be executed by that company and also by such directors and/or shareholders of that company as the Lessor requires, as joint and several guarantors, upon the terms set out in the then current edition of the Auckland District Law Society form of Standard Lease for Commercial Premises or if such lease is no longer published, then upon such terms as are commonly used in leases of commercial premises.

9.2 **Transfer of Operation, Management, or Ownership:** If, by any statutory provision or regulation, the Lessee is obliged or authorised to:

- (a) enter into an agreement to transfer or assign the operation, management, or ownership of the Prison and/or the Lessee's Improvements or any aspect of operation, management, or ownership of the Prison and/or the Lessee's Improvements to a third party; or
- (b) enter into a public/private partnership with a third party relating to the funding and/or operation, management or ownership of the Prison and/or the Lessee's Improvements or any aspect of the funding, operation, management, or ownership of the Prison and/or the Lessee's Improvements the provisions of clause 9.1 will not apply and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of the operation, management or ownership of the Prison and/or the Lessee's Improvements, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.

9.3 **Transfer to a Government Agency:** The Lessee may transfer, assign or sublet its interest as Lessee under this Lease to any Government Agency without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.

9.4 **Subletting:** Where the Lessor consents to a subletting, the consent will extend only to the subletting and, notwithstanding anything contained or implied in the sublease, the consent will not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.

10 **RENEWAL**

10.1 **Exercise of Perpetual Right of Renewal:** If the Lessee has observed and performed its covenants under this Lease and has given written notice

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to renew the Lease at least twelve (12) calendar months prior to the end of the Initial Term not being of the essence of such notice) then the Lessor will renew this Lease for the next Subsequent Term from the renewal date as follows:

- (a) the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 11; and
- (b) otherwise the renewed lease will be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.

11 RENT REVIEW

Market Rent Reviews

- 11.1 **Annual Rent on Review:** The Annual Rent payable from any Market Rent Review Date will be determined in accordance with clauses 11.2 to 11.7 plus GST.
- 11.2 **Commencement of Market Review:** The Lessor may commence a market review by not earlier than three (3) months prior to a Market Rent Review Date giving written notice to the Lessee:
 - (a) specifying the sum considered by the Lessor to be the market rental of the Land (as bare land) as at that Market Rent Review Date; and
 - (b) accompanied by a certificate signed by a registered valuer which fixes the market rental as at that Market Rent Review Date at the same figure as that fixed in the Lessor's written notice.
- 11.3 Should the Lessor not have given written notice to the Lessee pursuant to clause 11.2 within three (3) months' following any Market Rent Review Date, the Lessee may at any time thereafter commence the review by giving written notice to the Lessor:
 - (a) specifying the sum considered by the Lessee to be the market rental as at the Market Rent Review Date; and
 - (b) accompanied by a certificate signed by a registered valuer which fixes the market rental as at that Market Rent Review Date at the same figure as that fixed in the Lessee's written notice.
- 11.4 **Disputing Party's Notice:** If, by written notice from one party to the other within twenty eight (28) days after receipt of the Lessor's notice (under clause 11.2) or the Lessee's notice (under clause 11.3) (as the case may be), the other party disputes that the proposed market rental is the market rental of the Land, then the market rental will be determined in accordance with the provisions of clause 11.8.
- 11.5 **Application of Reviewed Annual Rent:** The Annual Rent so determined or accepted will be the Annual Rent from the Market Rent Review Date or the date of the Lessor's notice or Lessee's notice (as the case may be) if such notice is given later than three (3) months after the Market Rent Review Date.
- 11.6 **Payment of Annual Rent Pending Determination:** Pending the determination of the new Annual Rent, the Lessee will pay the Annual Rent payable immediately prior to the Market Rent Review Date. Upon determination of the new Annual Rent, an appropriate adjustment will be made.
- 11.7 **Documenting New Annual Rent:** The new Annual Rent at the option of either party may be recorded in a variation of this Lease, the cost of which

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will be payable by the Lessee.

- 11.8 **Process to Determine New Annual Rent:** Immediately following receipt by a party of a notice given by the other party under clause 11.4, the parties will endeavour to agree upon the market rental but if agreement is not reached within twenty eight (28) days, then the market rental for the Land will be determined by registered valuers acting as experts and not as arbitrators as follows:
- (a) each party will appoint a valuer and give written notice of the appointment to the other party within twenty eight (28) days of the parties agreeing to so determine the market rental;
 - (b) the valuers appointed before commencing their determination will appoint an umpire who will be a registered valuer or Solicitor of the High Court of New Zealand. In the event the valuers fail to agree upon an umpire, the appointment of an umpire will be made by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated on the application of either of the valuers;
 - (c) the valuers will determine the market rental of the Land as at the Market Rent Review Date;
 - (d) each party will be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time or other limits as the valuers or the umpire may prescribe and they will have regard to any such representations but not be bound by them; and
 - (e) when the market rental has been determined, the umpire or valuers will give written notice of the new market rental to the parties. Any umpire notice will provide how the costs of the determination will be apportioned and will be binding on the parties. Where the Annual Rent is determined by the parties' valuers and not the umpire, the parties will pay their own costs.

Annual CPI Adjustments

- 11.9 **Annual CPI Adjustment:** On each CPI Rent Review Date the Annual Rent may be subject to an adjustment in accordance with the movement in CPI from the date of the last rent review to the relevant CPI Rent Review Date. The new Annual Rent determined pursuant to this clause shall be payable from the relevant CPI Rent Review Date once it is determined by the Lessor and notified to the Lessee in writing.
- 11.10 **Interim Rent:** Pending determination of the new Annual Rent under clause 11.9, the Lessee will pay the Annual Rent payable immediately prior to the CPI Rent Review Date. On determination of the new Annual Rent, the Lessee will immediately pay any shortfall to the Lessor.
- 11.11 The relevant CPI adjustment that applies from any CPI Rent Review Date shall be calculated as follows:

$$A = B \times (C \div D)$$

Where:

A= The CPI reviewed Annual Rent from the relevant CPI Rent Review Date

B= The Annual Rent payable immediately before the relevant CPI Rent Review Date

C= CPI for the quarter year ending immediately before the relevant CPI Rent Review Date

D= CPI for the quarter year ending immediately before the last CPI Rent Review Date or if there is no previous CPI Rent Review Date, the commencement date of the then current term of Lease (and in the case where A is the CPI reviewed rent for a renewal

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date then the last rent review date of the immediate preceding lease term or if there is no rent review date the commencement data of the preceding term).

- (a) If the CPI data for the relevant quarter is not published at the relevant CPI Rent Review Date, as soon as the CPI is published an appropriate adjustment will be made to the Annual Rent (if necessary) with effect from the relevant CPI Rent Review Date.
- (b) Notwithstanding any other clause in this Lease, the maximum percentage of any CPI adjustment on a CPI Rent review Date will be 2.5%.

12 GENERAL INDEMNITY

12.1 The Lessee will (to the extent legally permissible) indemnify and hold harmless the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor shall or may be or become liable in respect of and arising from:

- (a) any failure by the Lessee to comply with any obligation imposed on the Lessee under this Lease or by law;
- (b) loss damage, or injury from any cause to property or persons caused or contributed to by the use of the Land by the Lessee or by condition of the Land or any part of the Land; or
- (c) loss, damage or injury from any cause to property or persons within or without Land occasioned or contributed to by any act, omission, neglect, breach, default on the part of the Lessee,

except to the extent where the same has arisen from the act, omission, neglect, breach or default of the Lessor and provided that the Lessor will take all necessary steps to mitigate any loss, liability or damage it may suffer and will not admit liability, settle or compromise any claim without the Lessee's consent.

12.2 Clause 12.1 does not apply while the Lessee is a Government Agency.

13 RE-ENTRY AND INTEREST ON UNPAID MONEY

13.1 **No Right of Re-Entry:** Notwithstanding section 218 and clause 12 of Schedule 3 of the Property Law Act 2007, and pursuant to section 217 of that Act, and due to the nature of the Permitted Uses and the need to ensure the ongoing operational integrity and security of the Prison, the Lessor agrees that it may not cancel the Lease because of the breach of any covenant or condition by the Lessee (including a covenant or condition to pay rent) while the Lessee remains a Government Agency and/or the Permitted Use continues to include a prison as defined in section 3 of the Corrections Act 2004. For the avoidance of doubt, if the Lease is assigned to a third party under clause 9.1 and the Permitted Use is changed to a use that does not include a prison, the rights and obligations in Part 4, subpart 6 of the Property Law Act 2007 will apply to the Lease from the effective date of assignment and change of Permitted Use.

13.2 If the Lessee defaults in payment of the Annual Rent or any other money payable under this Lease for 10 Working Days, then the Lessee shall pay on demand interest at the Default Interest Rate on the moneys unpaid from the due date for payment down to date of payment provided however while the Lessee remains a Government Agency this provision does not apply.

14 LESSEE'S RIGHT OF EARLY TERMINATION

14.1 **Lessee's Ability to Terminate:** The Lessee may:

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- (a) in its sole discretion and without giving any reasons, terminate this Lease at any time by providing no less than twelve (12) months' notice in writing to the Lessor; or
- (b) terminate this lease at any time by providing not less than six (6) months' notice in writing to the Lessor in the event that the Lessee is not able to obtain, maintain or renew the necessary Consents required to carry out the Permitted Use, in which case the Lessee shall provide the Lessor with reasonable supporting evidence that the Lessee is unable to obtain such Consents.

14.2 **Right to Terminate Without Prejudice to Rights Accrued:** 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, including (without limitation) the Lessee's right to remove any Lessee's Improvements under clause 6.3.

15 **LESSEE'S RIGHT OF PARTIAL SURRENDER**

15.1 **Exercise of Partial Surrender:** The Lessee may, in its sole and absolute discretion and without giving any reasons, partially surrender and convey to the Lessor, this Lease, as it relates to any part of the Land (*Surrender Land*) by providing no less than six (6) months' notice (*Surrender Notice*) in writing at any time to the Lessor. The Lessor must accept any partial surrender of the Lease under this clause. To avoid doubt, the parties agree that the Lessee is able to exercise the right of partial surrender as set out in this clause 15 on more than one occasion.

15.2 **Surrender Notice:** A Surrender Notice issued under clause 15.1 must clearly set out the terms and conditions of the partial surrender and must clearly identify the Surrender Land.

15.3 **Effective Date of Partial Surrender:** Any partial surrender will be effective from the date that is six (6) months from the date of receipt of the Surrender Notice by the Lessor or such other later date as may be specified in the Surrender Notice (*Surrender Date*).

15.4 **Merger with Residual Estate:** The residue of the Term of this Lease as it applies to the Surrender Land will merge with the Lessor's residual estate and be extinguished from the Surrender Date but without prejudice to either party's rights arising in relation to the Surrender Land before the Surrender Date.

15.5 **Tasks and Actions:** Following the issue and receipt of a Surrender Notice under clause 15.1, the Lessor and Lessee will complete all tasks and actions necessary to give legal effect to the partial surrender, in particular, the parties will meet as soon as practicable to implement any steps required to give legal effect to the partial surrender which will include, without limitation:

- (a) establishing the adjusted Annual Rent payable under this Lease from the Surrender Date. Such adjusted rent will be a pro-rated proportion of the Annual Rent payable at the date of the Surrender Notice; and
- (b) the preparation and execution of a deed to be registered against the Record of Title for the Land, to record the terms of the partial surrender and to reflect the adjusted Annual Rent and otherwise set out the legal requirements of the parties and roles and responsibilities to give legal effect to the partial surrender, including, without limitation, survey and re-definition of the land remaining subject to this Lease, subdivision Consent and issue of a replacement leasehold title (as applicable).

15.6 **Costs and No Compensation:** The parties must pay their own costs in relation to any actions or tasks required to give effect to this clause 15 and

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otherwise to give legal effect to any partial surrender. The Lessor will not be entitled to claim from the Lessee any damages or compensation arising in any way, either directly or indirectly, from any partial surrender under this clause 15.

- 15.7 **Right to Surrender Without Prejudice to Rights Accrued:** Any partial surrender under this clause 15 will be without prejudice to any rights which have accrued up to the Surrender Date, including (without limitation) the Lessee's right to remove any Lessee's Improvements from the Surrender Land under clause 6.3.

16 INSURANCE

- 16.1 **Lessee Responsible for Insurance:** The Lessee will be responsible for insuring any Lessee's Improvements on the Land and may elect to arrange and maintain any such insurance that it considers appropriate, at its sole discretion, and without reference to the Lessor.

- 16.2 **Reinstatement at Lessee's Discretion:** If any of the Lessee's Improvements are damaged or destroyed, then it will be the sole responsibility of the Lessee to decide whether to effect reinstatement or not.

- 16.3 **Public Liability Insurance:** The Lessor and Lessee must each keep a public liability insurance policy applicable to the Land and the Permitted Use current throughout the Term. The policies must provide cover for:

- (a) **Set Amount:** the amount of \$5,000,000.00 (being the amount which may be paid out arising from any single accident or event); and
- (b) **Escalation:** any reasonable escalation in the policy limit, required by either party, subject to one (1) month's notice, and mutual agreement.

- 16.4 **Particulars of Insurance Policies:** The insurance policies effected by the Lessor and Lessee under clause 16.3 must:

- (a) **Recognition of Interest Insured:** recognise the Lessor and Lessee for their respective rights and interests; and
- (b) **Approved Insurer Rating:** be with an insurer carrying a rating of no less than A- Standard & Poors/B+ A M Best.

- 16.5 **Evidence of Insurance:** Each party must, if required, produce a certificate of insurance of evidence as evidence that the insurances required by this clause have been, and continue to be, in effect.

17 RIGHT OF FIRST REFUSAL FOR LESSOR'S INTEREST

- 17.1 **Sale of Land;** If at any time before the expiry or earlier termination of the Term, the Lessor:

- (a) decides to sell or transfer the Lessor's interest in the Land; or
- (b) receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer;

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, or the terms of the offer received (as the case may be). In each case, the Lessor's Notice must include an offer in the form of an agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 17.8.

- 17.2 **Exercise of Option:** The Lessee will have ninety (90) Working Days after

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

- 17.3 **Lapse of Option:** If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 17.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.
- 17.4 **Re-offer on Better Terms:** If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of 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 (*Lessor's Second Notice*). This offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 17.8.
- 17.5 **Acceptance of Second Offer:** The Lessee will have forty (40) Working Days after and excluding the date of receipt of the Lessor's Second Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Lessor's interest in the Land on those more favourable terms, by serving written notice on the Lessor (*Lessee's Second Notice*) accepting the offer contained in the Lessor's Second Notice.
- 17.6 **Lapse of Second Option:** If the Lessee does not serve the Lessee's Second Notice on the Lessor in accordance with clause 17.5, then the Lessor may sell the Lessor's interest in the Land to any other person (including the party who originally made the offer under clause 17.1(b), if applicable) on any terms the Lessor thinks fit.
- 17.7 **Formation of Contract:** On the Lessee serving a valid Lessee's Notice or Lessee's Second Notice (as the case may be), the parties will be taken to have entered into a contract for the sale and purchase of the Lessor's interest in the Land on the terms contained in the Lessor's Notice or the Lessor's Second Notice (as the case may be) (*Contract*).
- 17.8 **Terms of Contract:** The terms of the Contract will be modified as follows:
- (a) **Subdivision:** the Lessor shall obtain the necessary subdivision Consent on terms acceptable to the Lessee to allow the Land to be transferred to the Lessee as a separate Record of Title following completion of the necessary survey work;
 - (b) **No Requisition:** the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply;
 - (c) **Completion:** the Lessee will not be required to complete the purchase earlier than one (1) month from the date of issue of the separate computer register required by clause 17.8.
- 17.9 **Exception to Right of First Refusal:** The right of first refusal set out in clauses 17.1 – 17.8 shall not apply to any transfer or sale from the Lessor to a Hapū Entity, however the Lessee's consent shall be required to such a transfer or sale. The Lessee shall not be entitled to withhold their consent provided that the Lessor can demonstrate that the Hapū Entity is (or will be, following receipt of rent payable by the Lessee under this lease) capable of meeting the Lessor's responsibilities under the Lease.

For the purposes of this clause, "Hapū Entity" means a legal entity which represents one or more of the hapū listed at clause [10.7.2] of the Deed of Settlement.

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- 18.1 **Acknowledgement of Significance of Prison:** The Lessor and Lessee acknowledge that the Prison operated on the Land has great significance to the Crown and is a key element of the Crown's law and order function. The Lessor and Lessee agree that the provisions of this clause 18 are intended to reflect this significance and to ensure that the Lessee is able to carry out the Permitted Uses effectively on the Land. For the avoidance of doubt, the Lessor and the Lessee agree that, notwithstanding the definition of "Lessee" in clause 1.1, for the purposes of this clause 18, the definition of "Lessee" is limited to a Government Agency, and excludes any third party.
- 18.2 **Consequences of Breach of Covenant by Lessor:** If, in the opinion of the Lessee (acting reasonably), the Lessee is unable to carry out the Permitted Uses on the Land, as a direct result of a breach of the Lessor's covenants and obligations under clause 4 of this Lease, the Lessee may, by notice in writing to the Lessor, specify the breach on which the notice is based and require the Lessor to remedy the breach.
- 18.3 **Failure to Remedy:** If, within twenty (20) Working Days after receipt of a notice from the Lessee under clause 18.2 the Lessor fails to remedy the breach to the Lessee's satisfaction (acting reasonably) the Lessee, without prejudice to any other rights that it may have under this Lease or at common law against the Lessor, may suspend payment of the Annual Rent payable under this Lease until the breach is remedied or the dispute is resolved, without liability for any interest or any other claim.
- 18.4 **Effect of Suspension of Rent:** The suspension of payment of Annual Rent under clause 18.3 by the Lessee will not in any way affect the continuing obligations of the Lessor or the Lessee under this Lease. Suspension of payment of Annual Rent may continue at the Lessee's sole discretion until the breach has been remedied or dispute has been resolved.
- 18.5 **Prior Notice of Intention to Reacquire Land:** If, after following the process set out in clauses 18.2 and 18.3, the Lessor has failed to remedy the breach to the Lessee's satisfaction (acting reasonably), the Lessee may provide written notice to the Lessor of its intention to reacquire the fee simple interest in the Land under clause 18.8 (*Reacquisition Notice*).
- 18.6 **Reference to Senior Representatives:** Within ten (10) Working Days of receipt of a Reacquisition Notice, the parties must refer the Lessee's intention to reacquire the fee simple interest in the Land to their senior representatives as notified to each other from time to time, and the senior representatives must meet as soon as practicable to jointly consider and, if possible agree, whether the Lessee should reacquire the fee simple interest in the Land.
- 18.7 **Consequences of Failure to Reach Agreement:** If there is no joint agreement reached by the senior representatives as to whether the Lessee should reacquire the fee simple interest in the Land within a further period of thirty (30) Working Days from their initial meeting to consider the issue, and the breach has not otherwise been resolved, then the Lessee may exercise the right of reacquisition in accordance with clauses 18.8 and 18.9.
- 18.8 **Lessee's Right of Reacquisition:** If, after following the process set out in clauses 18.2, 18.3, 18.5, 18.6, and 18.7 the Lessor has failed to remedy the breach to the Lessee's satisfaction (acting reasonably) the Lessee may, by notice in writing to the Lessor from the Minister of Corrections, elect to reacquire the fee simple interest in the Land.
- 18.9 **Terms of Reacquisition:** The terms of any reacquisition of the fee simple interest in the Land under clause 18.5 will be as follows:
- (a) **Subdivision:** if required, the Lessor shall obtain the necessary subdivision Consent on terms acceptable to the Lessee to allow the Land to be transferred to the Lessee as a separate Record of

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Title following completion of the necessary survey work;

- (b) **No Requisition:** the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply;
- (c) **Completion:** the Lessee will not be required to complete the purchase earlier than one (1) month from the date of issue of the separate Record of Title required by clause 18.9(a); and
- (d) **Purchase Price:** the purchase price payable will be the relevant proportion of the purchase price applicable to the Land paid by the Lessor when it acquired the Land, increased by an amount which is commensurate with any increase in the CPI over the Term of the Lease from the Commencement Date, up until the date of the service of the notice under clause 18.8.

19 ENTIRE AGREEMENT

19.1 **Entire Agreement:** This Lease (together with the agreement for transfer and leaseback between the Lessee as vendor and the Lessor as purchaser in relation to the Land, and all licences and easements entered into under that agreement) constitutes the entire and complete agreement between the parties in relation to the lease of the Land and no variation will be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

20 DIFFERENCES AND DISPUTES

20.1 **Disputes:** If a dispute or difference arises between the Lessor and the Lessee (other than a dispute or difference to which clause 18 applies), the dispute must be resolved in accordance with the provisions of this clause.

20.2 **Resolution of Disputes:** Nothing in this clause prevents:

- (a) a party seeking urgent injunctive or declaratory relief from a court in connection with a dispute without first having attempted to negotiate or settle the dispute in accordance with this clause; or
- (b) the parties meeting at any time to seek to resolve a dispute.

20.3 **Notice of Dispute:** If the Lessor or the Lessee becomes aware of a dispute between the Lessor and the Lessee, that party must notify the other party of the existence and nature of the dispute by serving on the other party a notice setting out detailed particulars of the dispute (*Notice of Dispute*).

20.4 **Request for Further Information:** A party who receives a Notice of Dispute under clause 20.3 may, within five (5) Working Days after such receipt, on reasonable grounds, require the party who served the Notice of Dispute to provide further or more detailed information relating to the dispute.

20.5 **Negotiation:** Upon receipt of a Notice of Dispute and, if applicable, the provision of further or more detailed information in relation to the dispute, the parties must negotiate to resolve the dispute as follows:

- (a) **Meeting of Representatives:** one or more representatives of each party will meet, within ten (10) Working Days of the receipt of the Notice of Dispute or the further information, if any (whichever is later) to discuss and attempt to resolve the dispute; and
- (b) **Meeting of Chief Executives:** if those representatives do not resolve the dispute within five (5) Working Days of their first meeting, then within ten (10) Working Days of that first meeting, the Chief Executives or Chairpersons of the parties must meet to

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discuss and attempt to resolve the dispute.

- 20.6 **Appointment of a Mediator:** If a dispute is not resolved within ten (10) Working Days of the meeting of the Chief Executives or Chairpersons of the parties under clause 20.5(b), then the dispute must be referred to a mediator. The parties must agree upon the selection and appointment of a mediator who will act in respect of the dispute.
- 20.7 **Failure to Appoint Mediator:** If no agreement is reached on the selection and appointment of a mediator within fifteen (15) Working Days of the meeting of the Chief Executives or Chairpersons under clause 20.5(b), then either party may request the president of the Arbitrators and Mediators Institute of New Zealand Incorporated to appoint a mediator.
- 20.8 **Initial Mediation Meeting:** The parties must as soon as practicable after notification of the dispute to the mediator, meet in the presence of the mediator to:
- (a) identify the subject matter of the dispute;
 - (b) identify the provisions of this Lease relevant to the dispute;
 - (c) discuss each other's position in relation to the dispute;
 - (d) listen to any comments made by the mediator; and
 - (e) attempt to resolve the dispute by mutual agreement.
- 20.9 **Mediation:** The mediation will be conducted by the mediator at a time, place and in a manner agreed between the parties or otherwise determined by the mediator.
- 20.10 **Role of Mediator:** The parties agree that the mediator will act as an aid to assist them to resolve the dispute and not as an arbitrator or decider of any matter.
- 20.11 **Costs of Mediation:** The parties will share equally the costs of the mediation unless otherwise agreed by the parties.
- 20.12 **Arbitration:** If the dispute is not resolved by mediation within a further twenty (20) Working Days after the appointment of a mediator, either party may then require the dispute to be referred to arbitration. If this clause is invoked:
- (a) the dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996;
 - (b) the arbitration will take place in New Zealand; and
 - (c) the award in the arbitration will be final and binding on the parties.
- 20.13 **Time Limits:** The parties may agree to extend any of the time limits in this clause.
- 20.14 **Appointment of Arbitrator:** If the parties are unable to agree on the arbitrator, an arbitrator will be appointed, upon the request of any party, by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated. That appointment will be binding on all parties to the arbitration with no right of appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this clause and varied accordingly.
- 20.15 **Rent Review Excluded:** This clause does not apply to any rent review under clause 11.

DOCUMENTS

11.2: WHANGANUI PRISON LEASE

- 21.1 **Service of Notices:** Any notice or document required or authorised to be given or served under this Lease may be given or served unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
- (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (b) by personal delivery, or by posting by registered mail or ordinary mail or by email to the address of the party to be notified, as set out in Schedule One, or to such other address as either party may notify to the other in writing.
- 21.2 **Time of Service:** Any notice or other document will be treated as given or served and received by the other party:
- (a) **Delivery:** when received by the addressee;
 - (b) **Post:** three (3) Working Days after being posted to the addressee's last known address in New Zealand; or
 - (c) **Email:** when acknowledged by the addressee by return email or otherwise in writing,
- 21.3 **Signature of Notices:** Any notice or document to be given or served under this Lease must be in writing and may be signed by:
- (a) **Attorney etc:** any attorney, officer, employee or solicitor for the party serving or giving the notice; or
 - (b) **Authorised Person:** the party serving the notice or any other person authorised by that party.

22 PROPERTY LAW ACT

- 22.1 The covenants and powers contained in clauses 4, 5, 6, 9, 10, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this Lease and are expressly negated.

23 REGISTRATION OF LEASE

- 23.1 **Lease to be Registered:** The parties agree that this Lease will be registered against the Record of Title for the Land under the provisions of the Land Transfer Act 2017 at the expense of the Lessee. The Lessor consents to the Lessee caveating the Record of Title for the Land to protect the Lessee's interest prior to registration.

24 COSTS

- 24.1 **Lessee to pay Lessor's Costs:** The Lessee shall pay the Lessor's reasonable costs of and incidental to the negotiation, preparation and execution of this Lease and of any variation, renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.

25 SECURITY AND HEALTH AND SAFETY

- 25.1 The Lessor acknowledges that the Prison operated on the Land has great significance to the Crown and is a key element of the Crown's law and order function. Accordingly, the Lessor and its employees, contractors or invitees will comply with the Lessee's security and operational requirements, and health and safety processes and procedures, as notified to the Lessor from time to time.

26 WAHI TAPU (HISTORIC AND SACRED PLACES)

- 26.1 The Lessee will safeguard at its own expense all graves of the tangata whenua and monuments, historic places, sacred places and places of

DOCUMENTS

11.2: WHANGANUI PRISON LEASE

archaeological consequence in or on the Land that may be unearthed, located or discovered during the term of this Lease.

26.2 If the Lessee discovers any human remains on the Land, it must notify the Lessor of the discovery as soon as possible and the Lessee must give the Lessor the opportunity to re-inter those remains in any burial ground(s). Pending reinterment or any decision of the Lessor not to re-inter, the remains will be regarded and treated with respect and proper provisions are to be made with all due reverence for their interim safety and custody.

27 NGA TAONGA TUTURU (PROTECTED OBJECTS)

27.1 Subject to the Protected Objects Act 1975, if during the term of this Lease any taonga tuturu is discovered by the Lessee, it must take all reasonable practicable steps to safeguard the taonga tuturu, consult with the Lessor and comply with the Lessor's reasonable directions as to the disposal of the taonga tuturu. If the Lessor has not reached or implemented any decision as to the disposal of any taonga tuturu discovered by the Lessee by the expiry of the Term, the Lessee as bailee without any recourse from the Lessor or any other third party will be entitled to hand over such taonga tuturu to any appropriate authority chosen by the Lessee.

EXECUTED AND DELIVERED AS A DEED:

Signed by [TBC] as Lessor by:

Full Name of Director / Authorised Signatory Signature of Director / Authorised Signatory

Full Name of Director / Authorised Signatory Signature of Director / Authorised Signatory

Witnessed by:

Witness Signature:

Name:

Address:

Signed by **THE SOVEREIGN** in right of New Zealand acting by and through the Chief Executive of the Department of Corrections as Lessee in the presence of:

DOCUMENTS

11.2: WHANGANUI PRISON LEASE

Full Name:

Signature:

Witnessed by:

Witness Signature:

Name:

Address:



DOCUMENTS

11.2: WHANGANUI PRISON LEASE

SCHEDULE ONE: REFERENCE SCHEDULE	
Commencement Date	{TBC}
Initial Term	From the commencement date until 1 July 2044 <i>[Completion Note: Initial Term may be amended to reflect Consent terms when known]</i>
Termination Date	1 July 2044 subject to renewal in accordance with clause 10, or earlier termination
Subsequent Terms	Perpetually renewable terms of twelve (12) years each
Annual Rent	{TBC}
Market Rent Review Dates	{TBC}
CPI Rent Review Dates	{TBC}
Permitted Uses	<ul style="list-style-type: none"> a) a prison as defined in section 3 of the Corrections Act 2004; b) a residence or youth justice residence (as those terms are defined in the Oranga Tamariki Act 1989); c) any activities and uses related to the operation of the Corrections system (which may include Ministry of Justice, New Zealand Police, Oranga Tamariki, or Immigration New Zealand activities and uses); d) uses ancillary to a prison, including but not limited to: <ul style="list-style-type: none"> i. the provision of healthcare (including dental) services to prisoners, ii. providing a facility for the detention of prisoners or other persons in custody while in transit between prison locations; iii. forestry, farming, horticulture or agriculture operations; iv. prisoner employment and related business initiatives; and v. and such other reasonable ancillary uses deemed necessary from time to time by the Lessee for the operation of a prison on the Land; e) accommodation of former prisoners (offenders) and any other persons on the Land as and when required; f) emergency use by the Crown or local authority as part of disaster recovery

DOCUMENTS

11.2: WHANGANUI PRISON LEASE

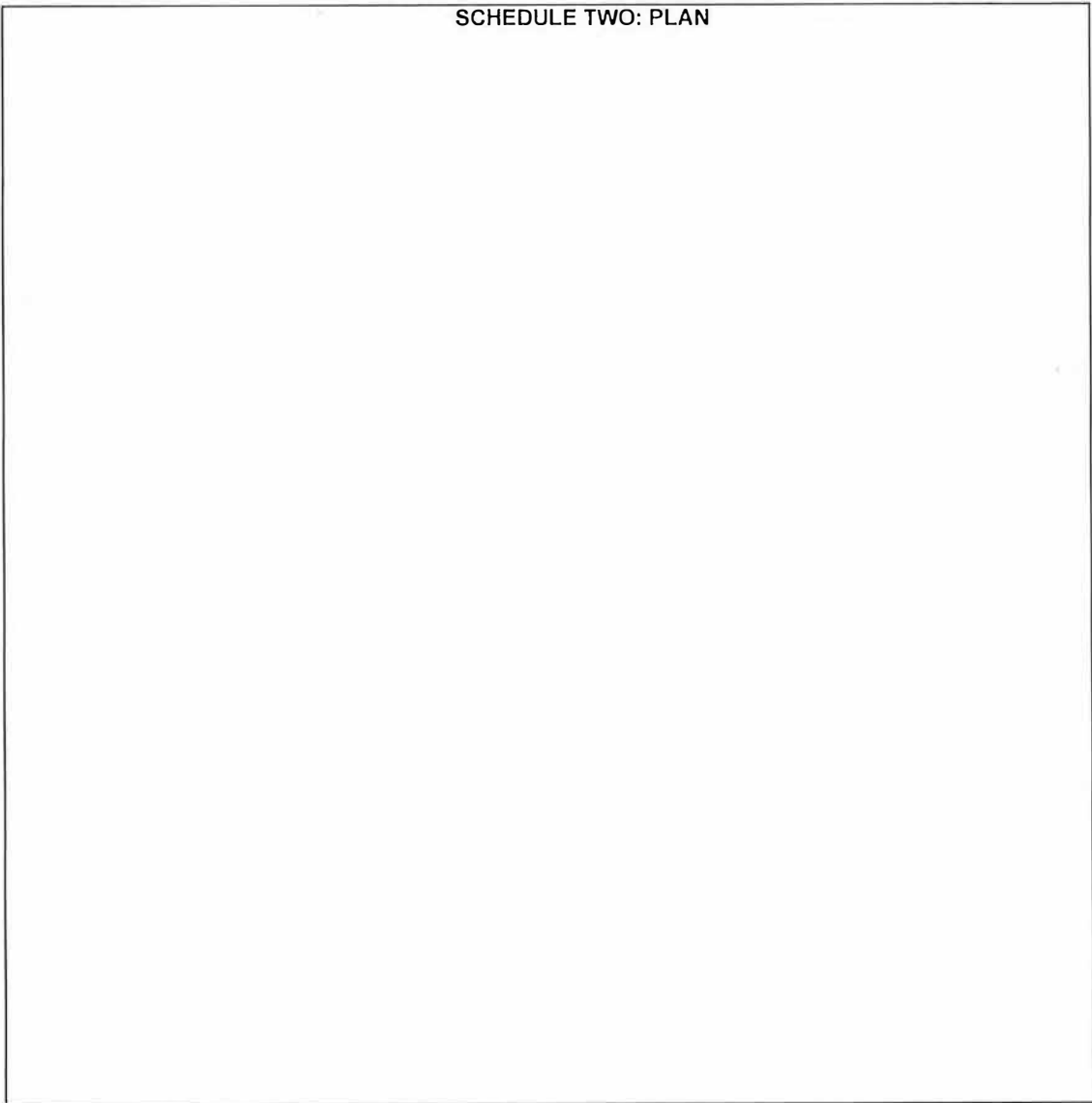
	<p>operations; and</p> <p>g) provision for a secondary use for government works under the Public Works Act 1981 if part of the Land (but not a significant part being more than half of the Land) is not required for prison purposes.</p> <p><i>[Completion Note – the Permitted Use definition is subject to amendment to reflect Corrections' requirements at the time the parties enter into the lease]</i></p>
Lessor's contact details	<p>Contact Person: [TBC]</p> <p>Postal Address: [TBC]</p> <p>Physical Address: [TBC]</p> <p>Phone number: [TBC]</p> <p>Email Address: [TBC]</p>
Lessee's contact details	<p>Contact Person: [TBC]</p> <p>Postal Address: [TBC]</p> <p>Physical Address: [TBC]</p> <p>Phone number: [TBC]</p> <p>Email Address: [TBC]</p>



DOCUMENTS

11.2: WHANGANUI PRISON LEASE

SCHEDULE TWO: PLAN

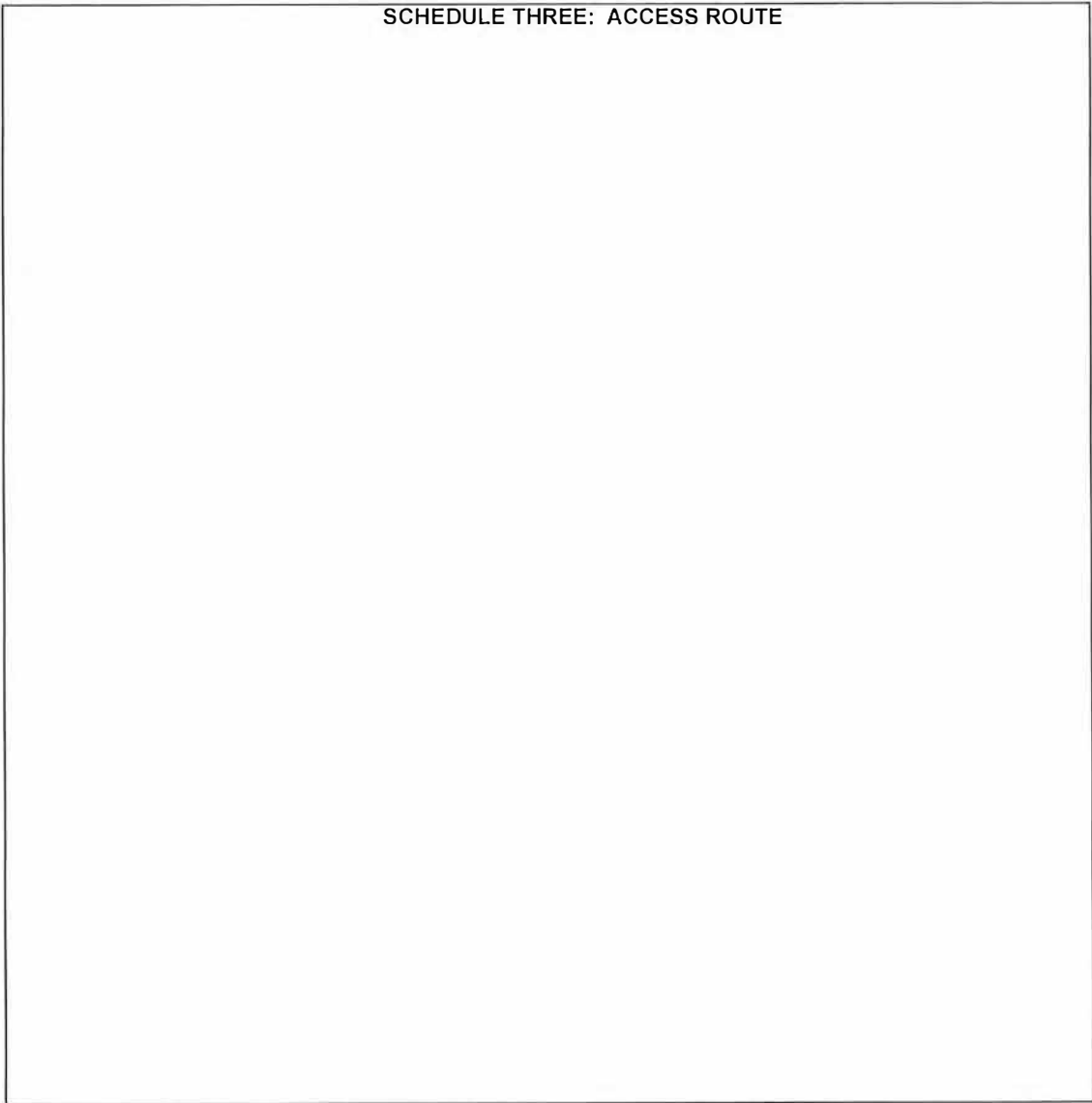


Handwritten signature in black ink and blue initials below it.

DOCUMENTS

11.2: WHANGANUI PRISON LEASE

SCHEDULE THREE: ACCESS ROUTE

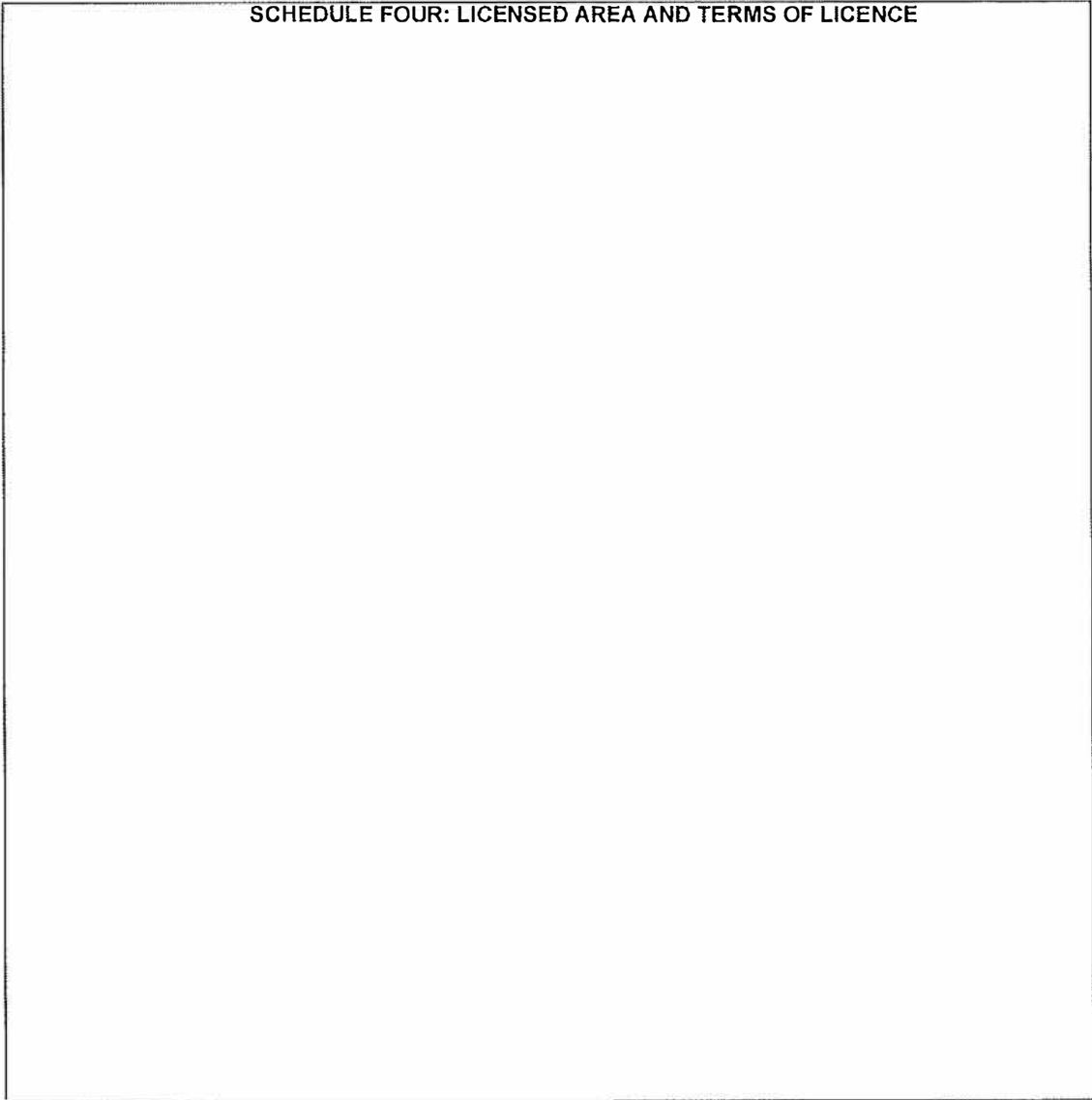


Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

DOCUMENTS

11.2: WHANGANUI PRISON LEASE

SCHEDULE FOUR: LICENSED AREA AND TERMS OF LICENCE



Handwritten signature or initials in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of a large, looped initial followed by a few strokes.

DOCUMENTS

11.3 WHANGANUI INTERMEDIATE SCHOOL LEASE



DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

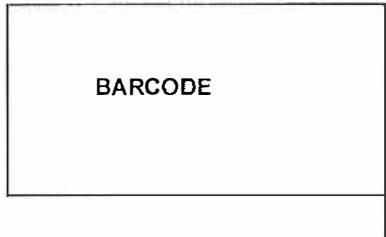
WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)



Land registration district

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum

Lessor

Lessee

Estate or Interest

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

Lease Memorandum Number (if applicable)

Term

Rental

Lease and Terms of Lease

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

A handwritten signature or mark in the bottom right corner of the page.

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Attestation

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

<p>_____</p> <p>[]</p>	<p>Address:</p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>



DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

Page 1 of 21 Pages

Insert instrument type

Lease Instrument

BACKGROUND

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

SCHEDULE A

ITEM 1 THE LAND

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

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

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

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



DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

Page 2 of 21 Pages

Insert instrument type

Lease Instrument

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

ITEM 6 PERMITTED USE

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 RENT REVIEW DATES

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

ITEM 9 LESSEE'S IMPROVEMENTS

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

[]

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

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

Page 3 of 21 Pages

Insert instrument type

Lease Instrument

ITEM 10 CLAUSE 16.5 NOTICE

To: *[Takapau Whānki Trust] ("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]

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

Page 5 of 21 Pages

Insert instrument type

Lease Instrument

SCHEDULE B

1 Definitions

1.1 The term "Lessor" includes and binds:

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

1.2 The term "Lessee" includes and binds:

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

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

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, 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 [in which the Land is located] [and] Wellington; or
- (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

1.4 "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;

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

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Insert instrument type

Lease Instrument

- (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.
- 1.5 "Crown" has the meaning given in section 2(1) of the Public Finance Act 1989.
 - 1.6 "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;
 - 1.7 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
 - 1.8 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
 - 1.9 "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.
 - 1.10 "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.

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



DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

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Lease Instrument

- 1.11 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.12 "Maintenance" includes repair.
- 1.13 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.14 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.

2 Payment of Annual Rent

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

3 Rent Review

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

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6% of the lesser of:
 - (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
 - (b) the Nominal Value being:
 - (i) during the initial Term: a value based on 3% growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on 3% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

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Insert instrument type

Lease Instrument

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

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

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Insert instrument type

Lease Instrument

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

4 Payment of Lessee Outgoings

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

5 Valuation Roll

Where this Lease is registered under section 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.

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

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Insert instrument type

Lease Instrument

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

8 Interest

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

9 Permitted Use of Land

- 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:
- (a) the proposed Permitted Use is compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management; and
 - (b) consultation for the purposes of clause 9.3 has occurred.
- 9.3 If the Lessee gives the Lessor written notice seeking the Lessor's consent to vary the Permitted Use the parties will, as soon as reasonably practicable, consult 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.

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

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Lease Instrument

10 **Designation**

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

11 **Compliance with Law**

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

12 **Hazards**

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

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly 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 [20] 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.

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.

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

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13 **Damage or Destruction**

13.1 **Total Destruction**

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

13.2 **Partial Destruction**

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

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

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

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

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

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

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

14 Contamination

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

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

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Insert instrument type

Lease Instrument

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 execute any documentation reasonably required to give legal effect to those rights.

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

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

16 **Lessee's Improvements**

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

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

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

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

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

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- 16.5 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.
- 16.6 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.
- 16.7 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 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.
- 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.

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

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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.

22.2 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;

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

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11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

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- (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 of Trustees

- 23.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education 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 board of trustees occupying the Land.
- 23.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education and Training Act 2020.

24 Lessee Break Option

- 24.1 The Lessee may at any time end this Lease as it relates to 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.

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

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11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

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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, at the election of the Lessor, be calculated on the basis of either:
- (a) 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"); and
 - (b) 6% of the Current Market Value for the Surrendered Land as at the Surrender Date assessed at the cost of the Lessor in accordance with clause 3 ("CMV Calculation"), provided that the monthly rent payable under the CMV Calculation will not be more than the monthly rent payable under the 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**
- 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.

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

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11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

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26 **Notice of Breach**

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

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

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 Notice.

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

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- 28.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.
- 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 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.
- 28.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

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 in the same way as this Lease.

31 **Disputes**

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

32 **Service of Notices**

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

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

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

DOCUMENTS

11.3: WHANGANUI INTERMEDIATE SCHOOL LEASE

Form F *continued*

Annexure Schedule

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Lease Instrument

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

33 **Registration of Lease**

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

34 **Costs**

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

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.

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



DOCUMENTS

11.4 WHANGANUI COMMUNITY PROBATION CENTRE LEASE



DOCUMENTS

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

Completion Note: *There are a number of terms in the lease which are to be confirmed or completed by Corrections prior to execution. These are indicated by notes or highlighting where relevant.*

Form 11

Lease instrument

(Section 91 Land Transfer Act 2017)

Record of Title (unique identifier)	All/part	Area/Description of part
223299	All	Lot 1 Deposited Plan 354737 and Section 255 Town of Wanganui

Lessor

[TBC]

Lessee

The Sovereign in right of New Zealand acting by and through the Chief Executive of the Department of Corrections

Estate or Interest

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

Fee Simple

Lease Memorandum Number (if applicable)

N/A

Term

As set out in the Annexure Schedule

Rental

As set out in the 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 above Lease Memorandum or in the Annexure schedule(s) (if any)

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11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

Form L

Annexure Schedule

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Insert instrument type

Continue in additional Annexure Schedule, if required



11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Lease, unless the context indicates otherwise:

- (a) **Annual Rent** means the rent for the Land specified in Schedule One, subject to review as set out in this Lease;
- (b) **Authority** means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Land or its use;
- (c) **Commencement Date** means the date of commencement of the Initial Term specified in Schedule One;
- (d) **Consent** means any building consent, resource consent or approval or other statutory or regulatory consent or approval, including renewals or variations of such, whether issued by local or regional councils or any other relevant Authorities, and **Consents** has a corresponding meaning;
- (e) **CPI** means the consumer price index (all groups) as published by Statistics New Zealand or its successor (or, if that index ceases to be published or otherwise ceases to be available to the parties, means such other index as measures, in a manner which most clearly resembles the manner in which the consumer price index (all groups) measures, inflation or deflation in New Zealand immediately prior to becoming unavailable to the parties or ceasing to be published);
- (f) **Crown Organisation** means the Lessee and any other entity that is part of the New Zealand Crown that may become lessee under this lease, including
 - (i) the Crown as defined in the Public Finance Act 1989;
 - (ii) any Crown Entity as defined in the Crown Entities Act 2004; and
 - (iii) any State enterprise as defined in the State-Owned Enterprises Act 1986
- (g) **Deed of Settlement** means the Deed of Settlement of Historic Claims between Ngā Hapū o Te Iwi o Whanganui, Takapau Whāriki Trust and the Crown dated 2 May 2026;
- (h) **Default Interest Rate** means the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5% per annum;
- (i) **District Plan** means an operative or proposed district plan under the Resource Management Act 1991 or equivalent successor legislation;
- (j) **Government Agency** includes any department or instrument of the Executive Government of New Zealand; and, includes:
 - (i) a body corporate or corporation sole (whether called a corporation, commission, council, board, authority, or by any other name) that has been established or constituted by a public Act of Parliament and that is named in that Act;
 - (ii) a body corporate, entity or organisation that is controlled or wholly owned by the Crown, a Minister of the Crown or by any Government Department;
 - (iii) a Crown Entity within the meaning of the Crown Entities

DOCUMENTS

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

Act 2004; and

- (iv) any partnership or other legal relationship that includes a Government Agency as a participant.
- (k) **GST** means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution of that tax;
- (l) **Land** means the land described on the first page of the instrument and indicated on the Plan attached to this lease but excludes the Lessee's Improvements;
- (m) **Lessee** means The Sovereign in right of New Zealand acting by and through the Chief Executive of the Department of Corrections, and includes all the respective executors, administrators, successors, assigns and successors in title of the lessee and if more than one jointly and severally
- (n) **Lessee's Improvements** means the Lessee's Improvements situated in, or on, the Land and includes (but is not limited to):
 - (i) all buildings, or other fixed structures including any fencing and gates (electric and manual);
 - (ii) concrete, asphalt, paved or tiled roadway, sealed yards, paths, lawns, gardens, freestanding electric vehicle charges and associated cabling;
 - (iii) all of the Lessee's equipment, plant and machinery located on the Land including equipment related to security, infrastructure required for the conduct of electricity, water, sewage, stormwater, gas, telecommunications and computer media to and from the Service Centre; and
 - (iv) other like property of any kind whatsoever;whether those improvements are made, constructed or placed on the Land by the Lessee or by any third party appointed by the Lessee or as may be required in the future to conduct the Lessee's business before or after the Commencement Date.
- (o) **Lessee's Outgoings** mean:
 - (i) rates, charges, taxes, assessments, duties, impositions, fees or levies payable to any local or territorial authority;
 - (ii) charges for water, gas, electricity, telephones and other utilities or services;
 - (iii) rubbish collection charges;
 - (iv) all charges relating to the repair and maintenance of any Lessee Improvements (whether of a structural nature or not);
 - (v) the cost of landscaping and ground maintenance;
 - (vi) car parking area maintenance and repair;
 - (vii) all costs associated with the repair, maintenance or replacement of any fencing on the Land; and
 - (viii) any land tax or tax in the nature of a land tax;

in respect to the Land and Improvements and includes any other outgoings related to the Lessee's use of the Land, the Permitted

DOCUMENTS

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

Uses or for any use consented to under clause 4.5;

- (p) **Lessor** means [TBC] and includes all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally;
- (q) **Month** means calendar month;
- (r) **Plan** means the plan of the Land attached as Schedule Two;
- (s) **Rates** means all rates payable to the district or regional council and relating to the Land;
- (t) **Service Centre** means a facility to provide the administrative offices for the community probation service managed by the Lessee (or similar service operated in addition to, or substitution for a community probation service), which may include a Community Work Centre established under section 30 of the Corrections Act 2004;
- (u) **Term** means the term of this Lease and includes the Initial Term and any further Renewal Terms;
- (v) **Utility Services** means all utility and other services that are or will be in the future connected and/or supplied to the Land, including (without limitation), water, stormwater, sewerage, drainage, electricity, gas, telecommunications and computer media that are located outside the Land and are not Lessee's Improvements, but are essential to the Lessee's ability to carry out the Permitted Use on the Land; and
- (w) **Working Day** has the meaning given to it in the Property Law Act 2007.

1.2 **Interpretation:** In this Lease, unless the context indicates otherwise:

- (a) **Building Act Terms:** the terms Building Work, Code Compliance Certificate and Certificate for Public Use have the meanings given to those terms in the Building Act 2004;
- (b) **Defined Expressions:** expressions defined in the main body of this Lease have the defined meaning throughout this Lease, including the background;
- (c) **Headings:** section, clause and other headings are for ease of reference only and will not affect this Lease's interpretation;
- (d) **Joint and Several Obligations:** where two or more persons are bound by a provision of this lease, that provision will bind those persons jointly and each of them severally;
- (e) **Parties:** the expressions "Lessor" and "Lessee" include their respective successors and assigns (if permitted in the case of the Lessee under clause 10) and where the context permits the Lessee includes the Lessee's sublessee's and other lawful occupiers of the Land and Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee);
- (f) **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (g) **Plural and Singular:** references to the singular include the plural

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and vice versa;

- (h) **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this Lease. Each such schedule and attachment forms part of this Lease;
- (i) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (j) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (k) **Schedule Terms:** the terms Initial Term, Permitted Use, Renewal Term(s), CPI Rent Review Dates, Market Rent Review Dates, Termination Date and Final Expiry Date, together with the other terms set out in Schedule One, will be interpreted by reference to Schedule One;
- (l) **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation; and
- (m) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2 LEASE AND TERM

- 2.1 **Grant of Lease:** The Lessor leases the Land to the Lessee and the Lessee takes the Land on lease for the Initial Term beginning on the Commencement Date and ending on the Termination Date at the Annual Rent, as specified in Schedule One, subject to any renewals in accordance with clause 3.

3 RIGHT OF RENEWAL

3.1 Precondition: if:

- (a) **Written Notice:** at least three months before the Termination Date, the Lessee gives the Lessor written notice of the Lessee's wish to renew this lease; and
- (b) **Compliance by Lessee:** the Lessee has complied with all of the Lessee's obligations under this lease

then the Lessor will renew this lease at the Lessee's cost for the Renewal Term beginning on the day following the Termination Date.

3.2 Rent on Renewal:

Subject to clause 3.4, the Annual Rent payable from the beginning of each Renewal Term will be:

- (a) **Current Market Rent:** the current market rent of the Land at the beginning of the relevant Renewal Term; and
- (b) **Determined as if Rent Review:** determined using the terms of this lease relating to rent reviews as if the commencement date of the relevant Renewal Term were a Rent Review Date.

3.3 Terms of Renewed Lease:

The renewed lease will be on the same terms as this lease but will exclude this present term for renewal unless

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further Renewal Term(s) are specified in the schedule. If so, the renewed lease will contain rights to renew for those Renewal Term(s) to the same effect as clauses 3.1 – 3.5 (inclusive). The Term must never expire later than the Final Expiry Date.

- 3.4 **Reviews of Rent:** The Annual Rent payable during each Renewal Term will be subject to review:
- (a) **Set Dates:** on the Rent Review Date(s); or
 - (b) **No Dates Specified:** at intervals of time equivalent to those provided for rent reviews during the Initial Term, if no Rent Review Date(s) are specified in the schedule for any Renewal Terms.
- 3.5 **Holding Over:** If, other than under a renewal of this lease or the grant of a further lease, the Lessor permits the Lessee to remain in occupation of the Land after the end or earlier termination of the Term, the occupation will be a periodic tenancy only, determinable by 20 Working Days' notice by either the Lessor or the Lessee to the other of them, at the rent then payable and otherwise on the same terms and conditions (as far as applicable to a periodic tenancy) as are contained in this lease.

4 LESSEE'S COVENANTS

- 4.1 **Payment of Annual Rent:** The Lessee must pay the Annual Rent to the Lessor by equal annual payments in advance, with the first payment to be made on the Commencement Date, and all subsequent payments to be paid on the anniversary of the Commencement Date.
- 4.2 **No Deduction or Set-Off:** Subject to clause 17.3, all rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.
- 4.3 **GST:** The Lessee will pay to the Lessor, or as the Lessor directs, the GST payable by the Lessor in respect of the Annual Rent and any other payments payable by the Lessee under this Lease. The GST in respect of the Annual Rent will be payable on each occasion when any rental payment falls due for payment and in respect of any other payment will be payable on demand.
- 4.4 **Payment of Outgoings:** To the extent that they are separately assessed or charged, the Lessee will pay the Lessee Outgoings in respect of the Improvements direct to the relevant Authority or supplier concerned and, if permitted by law the Lessee will be entered on the rating information database and the district valuation roll as the ratepayer in respect of the Land.
- 4.5 **Use of Land:**
- (a) **Permitted Use:** subject to clause 4.5(b), the Lessee must use the Land for the Permitted Use.
 - (b) **Change of Permitted Use:** The Lessee may use the Land for a use or activity other than the Permitted Use but only with the Lessor's prior written consent. The Lessor must not withhold its consent to any change of, or addition to, the Permitted Uses:
 - (i) for which the Land is reasonably suitable; and
 - (ii) which complies with all Authorities' Requirements.

For the avoidance of doubt, the parties agree that any cessation or suspension of the use of the Land or part of the Land for the Permitted Uses for any period of time is not a breach of this

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clause.

4.6 **Use of Land other than by a Crown Organisation or Government Agency:** The Lessee will not:

- (a) do anything or allow anything to be done on the Land that may be or grow to be a nuisance, disturbance or annoyance to the Lessor or any other person and the Lessee will generally conduct the Lessee's activities on the Land in a clean, quiet and orderly manner free from damage, nuisance, disturbance or annoyance to the Lessor or any other person;
- (b) use the Land or allow them to be used for any noisy, noxious, illegal or offensive activity;
- (c) bring, or permit to be brought, on to the Land any material of a dangerous, flammable, or explosive nature without first complying with all laws then in force relating to the handling and storage of such materials and with the requirements of the insurers for the Lessor and Lessee; or
- (d) object to or procure any third party to object to any application of the Lessor (or its lessees or licensees) for a plan change, licence, permit or Consent under the Resource Management Act 1991, the Building Act 2004, the Local Government Act 2002 or any other statute where a plan change, licence, permit or Consent is required to undertake any development in the vicinity of the Land and the Lessee will promptly where requested by the Lessor sign a consent or acknowledgement (in such form as the Lessor reasonably requires) confirming that it has no such objection,

but this clause 4.6 does not apply when the Lessee is a Crown Organisation or Government Agency.

4.7 **Compliance with the Law:** The Lessee will comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to, or affecting the Land or the conduct of the Permitted Uses 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 Authority in respect of the Land or the Lessee's conduct of the Permitted Uses on the Land or the Lessee's Improvements on the Land including (but not limited to) compliance with the Corrections Act 2004 and Corrections Regulations 2005.

4.8 **Avoidance of Danger:** The Lessee will:

- (a) take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and must 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; and
- (b) promptly remedy any danger or hazard that may arise on the Land, including the remediation of any contaminated land (as that term is defined in the Resource Management Act 1991).

4.9 **Maintenance of Lessee's Improvements:** The Lessee will at the Lessee's own expense keep any Lessee's Improvements on the Land in good order, condition and repair during the Term of this Lease.

4.10 **No Lessor Maintenance:** The Lessee acknowledges that the Lessor has no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

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- 4.11 **Rubbish Removal:** The Lessee will 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 own expense cause to be removed all trade waste boxes and other goods or rubbish not removed in the ordinary course by the Territorial Authority.
- 4.12 **Signage:** The Lessee may affix names, signs, nameplates, and signboards relating to the Permitted Use without the consent of the Lessor.
- 4.13 **Construction or Alteration to Lessee's Improvements:** The Lessee may construct Lessee's Improvements and make any alterations or additions to Lessee's Improvements necessary or incidental to the Permitted Use without any consent or approval from the Lessor. The Lessee must obtain the prior written consent of the Lessor, (which must not be unreasonably withheld or delayed) to the construction of any Lessee's Improvements that are not necessary or incidental to the Permitted Use.

5 LESSOR'S COVENANTS

- 5.1 **Quiet Enjoyment:** The Lessee, paying the rent and performing and observing all the covenants and agreements expressed and implied in this Lease, shall quietly hold and enjoy the Land throughout the Term (and shall be entitled, without limitation, to any rights as grantee or grantor in relation to any easements granted in favour of the Land), without any interruption or disturbance by the Lessor or any person claiming under the Lessor.
- 5.2 **Lessor's Property:** The Lessor must not during the Term of this Lease place any Lessor's property on the Land.
- 5.3 **Grant of Additional Rights:** The Lessor must not cancel, surrender, modify or grant any easement, mortgage or any other registered or unregistered interest over or in favour of the Land or change the status of the Land in any way that would prejudice the ability of the Lessee to undertake the Permitted Use, without the Lessee's prior written consent, which may be withheld at the Lessee's sole discretion or may be granted subject to conditions.
- 5.4 **Consent not to be Unreasonably Withheld:** If this Lease states that the Lessor's consent is required for anything done or proposed to be done, then unless otherwise stated, in each case, the Lessor:
- (a) must not unreasonably withhold consent, and
 - (b) must, within a reasonable time of the Lessor's consent being requested:
 - (i) grant that consent; or
 - (ii) notify the Lessee in writing that the consent is withheld.
- 5.5 **Utility Services:** The Lessor and Lessee agree that:
- (a) neither the Lessor nor its employees, contractors or invitees will interfere with any Utility Services required by the Lessee, to the boundary of the Land;
 - (b) the Lessee must ensure the Utility Services are maintained and provided in proper working order at all times, including undertaking reasonable maintenance as necessary;
 - (c) should Utility Services not be provided to the Land for any reason at the date of commencement of this Lease, the Lessee may enter upon any land that adjoins the Land and is owned by the

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Lessor, to arrange for any necessary works on, under or over that land to supply or restore the Utility Services to the Land, at the Lessee's cost;

(d) **Utility Service Charges:**

(i) **Lessor to pay Utility Services Charges:** the Lessee must promptly pay to the relevant Authority or supplier all charges for Utility Services which are separately metered or charged to the Land.

(ii) **Meters:** if the Lessor or any Authority requires the Lessee to do so, the Lessee must at the Lessee's own expense install any meter or other measuring devices necessary for the proper measurement of the charges for any Utility Services or other services supplied to the Land.

(e) that neither the Lessor nor its employees, contractors and invitees, will interfere with any Utility Services located on the Land that are owned by third parties, and will comply with all rights of such third parties in respect of that infrastructure (including that it will not cancel or surrender any such rights without the written consent of the Lessee which may be withheld in its sole discretion).

5.6 **No termination:** The Lessor acknowledges and agrees that the Lessor shall have no right to terminate this Lease for any reason (including for any breach by the Lessee of any terms or conditions of this Lease) and the Lessor's sole remedy in the event of breach shall be a claim for damages.

6 **RIGHT OF LESSOR TO ENTER AND INSPECT LAND**

6.1 **Entry to Land:** Pursuant to section 217 of the Property Law Act 2007, and notwithstanding section 218 and clause 11 of Schedule 3 of that Act, the parties agree that the Lessee will permit the Lessor to enter the Land to inspect its condition, on no more than two occasions in each calendar year, and subject to compliance with the conditions of entry set out in this clause 6.

6.2 **Conditions of Entry:** Entry under clause 6.1 is subject to:

- (a) the Lessor providing the Lessee with at least 10 Working Days prior notice, in writing;
- (b) compliance with the Lessee's safety and access protocols including direct supervision at all times by an authorised representative of the Lessee; and
- (c) entry being limited to two persons named in the notice under clause 6.2(a), authorised by the Lessee, and approved in writing by the Lessee, in advance of entry.

7 **LESSEE'S IMPROVEMENTS**

7.1 **Lessor's Acknowledgement:** The Lessor acknowledges in relation to the Lessee's Improvements that:

- (a) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements will remain with the Lessee during the Term of this Lease, and may be dealt with by the Lessee without reference to the Lessor;
- (b) the Lessor does not have any rights of ownership or proprietary

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interest in any of the Lessee's Improvements; and

- (c) if any Lessee's improvements are destroyed or damaged, the decision whether to reinstate or not is solely at the discretion of the Lessee and for the avoidance of doubt, the Lessee shall be solely entitled to any insurance proceeds (if any).

7.2 **Demolition:** The Lessee may (at the Lessee's discretion) demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of the Lessor upon the condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such demolition or removal.

7.3 **Improvements on termination / expiry:** The parties acknowledge that:

- (a) The Lessee may, either prior to or on the expiry or earlier termination of this Lease, demolish or remove any Lessee's Improvements from the Land, but shall not be required to do so.
- (b) If the Lessee elects to demolish or remove any such Lessee's Improvements, the Lessee shall not be obliged to pay the Lessor any compensation for their demolition or removal, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee and that no prior written consent or any other consent of the Lessor is required in respect of any such demolition or removal elected by the Lessee. The Lessee will restore the Land to a neat, tidy and safe condition subsequent to any such demolition or removal.
- (c) The Lessor will be deemed by the provisions of clause 7.3(a) to have granted to the Lessee a licence to enter the Land and demolish or remove the Lessee's Improvements and further that the provision will endure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and will also bind any successor in title to the Lessor subsequent to the expiry of the Lease.
- (d) The Lessor will do nothing to obstruct or otherwise impede the demolition or removal of any Lessee's Improvements from the Land at any time prior to the expiration or earlier termination of the Lease or within three (3) months after such expiration or earlier termination and notwithstanding any rule of law or equity to the contrary.
- (e) The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease if the Lessee remains on the Land after the expiration or earlier termination of the Lease for the purposes of demolishing or removing the Lessee's Improvements under this clause.
- (f) In the event that the Lessee elects not to demolish or remove all or part of its Lessee's Improvements from the Land under clause 7.3(a), title and property in such Lessee Improvements as are left on the Land at the expiry of the three (3) month period set out in clause 7.3(d) shall pass to the Lessor on an 'as is where is' basis.

8 DESIGNATIONS AND OTHER CONSENTS

[Completion Note: Corrections wishes to work together with the owner of the land to ensure, as far as reasonably possible, that Corrections will be able to obtain the Consents it requires to operate the Service Centre on an ongoing basis. Accordingly, this clause is subject to review and further amendment by Corrections to reflect the applicable consenting legislation and regime at the point of execution of this lease, in order to achieve this]

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- 8.1 **Designations and Consents:** The Lessor consents to the Lessee maintaining or implementing a designation (or any other Consent) under the Resource Management Act 1991 (including any relevant successor legislation) for the construction, operation and maintenance of the Permitted Uses and for any use consented to under clause 4.5 for the Term of this Lease, and further consents to the application for new Consents and the inclusion of any new or further designation for such purposes in any operative or proposed District Plan or Regional Plan.
- 8.2 **No Right to Object:** The Lessor agrees that it will not:
- (a) complain or object to, or cause others to complain or object to, or publicly comment on, any variation, renewal, change or modification to existing or future lawful uses of the Land and any designations or Consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date (including applications for new Consents or designations), provided the variations, renewal, changes or modifications, or any new Consents or designations, are related to, or ancillary to, the Permitted Uses or any use consented to under clause 4.5; or
 - (b) *directly or indirectly lobby any Authority or other interested party, or directly or indirectly fund any objections, in relation to any variation, change, renewal or modification to existing or lawful future uses, designations or Consents, either in place at the Commencement Date or lawfully granted to the Lessee at a later date (including applications for new Consents or designations).*
- 8.3 **No Right to Object to Permitted Uses:** The Lessor agrees that it will not complain or object to, or directly or indirectly fund any objection relating to, or otherwise publicly comment about, any lawful activities on the Land in accordance with the Permitted Uses.

9 LESSEE'S ACKNOWLEDGEMENT

- 9.1 **Lessee Uses Land at Own Risk:** 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 when this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

10 SUBLETTING AND ASSIGNMENT

- 10.1 **Subletting and Assignment:** Subject to clauses 10.2 and 10.3, the Lessee must not sublet, assign or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:
- (a) the Lessee proves to the satisfaction of the Lessor that the proposed sublessee or assignee is (or in the case of a company the shareholders of the company of the proposed assignee or sublessee are) respectable, responsible and has the financial resources to meet the commitments under any sublease or lease;
 - (b) all rent and other moneys payable under this Lease have been paid and there is no subsisting breach of any of the Lessee's covenants;
 - (c) the Lessee pays the proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in

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respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed sublessee or assignee;

- (d) the Lessee will, at the Lessee's own expense, procure the execution by an assignee of a deed of covenant with the Lessor that the assignee will, at all times pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease; and
- (e) where the assignee is a company, the Lessor may require the deed of covenant referred to in paragraph (d) above to be executed by that company and also by such directors and/or shareholders of that company as the Lessor requires, as joint and several guarantors, upon the terms set out in the then current edition of the Auckland District Law Society form of Standard Lease for Commercial Premises or if such lease is no longer published, then upon such terms as are commonly used in leases of commercial premises.

10.2 **Transfer of Operation, Management, or Ownership:** If, by any statutory provision or regulation, the Lessee is obliged or authorised to:

- (a) enter into an agreement to transfer or assign the operation, management, or ownership of the Service Centre and/or the Lessee's Improvements or any aspect of operation, management, or ownership of the Service Centre and/or the Lessee's Improvements to a third party; or
- (b) enter into a public/private partnership with a third party relating to the funding and/or operation, management or ownership of the Service Centre and/or the Lessee's Improvements or any aspect of the funding, operation, management, or ownership of the Service Centre and/or the Lessee's Improvements the provisions of clause 10.1 will not apply and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of the operation, management or ownership of the Service Centre and/or the Lessee's Improvements, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.

10.3 **Transfer to a Government Agency:** The Lessee may transfer, assign or sublet its interest as Lessee under this Lease to any Government Agency without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.

10.4 **Subletting:** Where the Lessor consents to a subletting, the consent will extend only to the subletting and, notwithstanding anything contained or implied in the sublease, the consent will not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.

11 RENT REVIEW

Market Rent Reviews

11.1 **Annual Rent on Review:** The Annual Rent payable from any Market Rent Review Date will be determined in accordance with clauses 11.2 to 11.7 plus GST.

11.2 **Commencement of Market Review:** The Lessor may commence a market review by not earlier than three (3) months prior to a Market Rent

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Review Date giving written notice to the Lessee:

- (a) specifying the sum considered by the Lessor to be the market rental of the Land (as bare land) as at that Market Rent Review Date; and
- (b) accompanied by a certificate signed by a registered valuer which fixes the market rental as at that Market Rent Review Date at the same figure as that fixed in the Lessor's written notice.

11.3 Should the Lessor not have given written notice to the Lessee pursuant to clause 11.2 within three (3) months' following any Market Rent Review Date, the Lessee may at any time thereafter commence the review by giving written notice to the Lessor:

- (a) specifying the sum considered by the Lessee to be the market rental as at the Market Rent Review Date; and
- (b) accompanied by a certificate signed by a registered valuer which fixes the market rental as at that Market Rent Review Date at the same figure as that fixed in the Lessee's written notice.

11.4 **Disputing Party's Notice:** If, by written notice from one party to the other within twenty eight (28) days after receipt of the Lessor's notice (under clause 11.2) or the Lessee's notice (under clause 11.3) (as the case may be), the other party disputes that the proposed market rental is the market rental of the Land, then the market rental will be determined in accordance with the provisions of clause 11.8.

11.5 **Application of Reviewed Annual Rent:** The Annual Rent so determined or accepted will be the Annual Rent from the Market Rent Review Date or the date of the Lessor's notice or Lessee's notice (as the case may be) if such notice is given later than three (3) months after the Market Rent Review Date.

11.6 **Payment of Annual Rent Pending Determination:** Pending the determination of the new Annual Rent, the Lessee will pay the Annual Rent payable immediately prior to the Market Rent Review Date. Upon determination of the new Annual Rent, an appropriate adjustment will be made.

11.7 **Documenting New Annual Rent:** The new Annual Rent at the option of either party may be recorded in a variation of this Lease, the cost of which will be payable by the Lessee.

11.8 **Process to Determine New Annual Rent:** Immediately following receipt by a party of a notice given by the other party under clause 11.4, the parties will endeavour to agree upon the market rental but if agreement is not reached within twenty eight (28) days, then the market rental for the Land will be determined by registered valuers acting as experts and not as arbitrators as follows:

- (a) each party will appoint a valuer and give written notice of the appointment to the other party within twenty eight (28) days of the parties agreeing to so determine the market rental;
- (b) *the valuers appointed before commencing their determination* will appoint an umpire who will be a registered valuer or Solicitor of the High Court of New Zealand. In the event the valuers fail to agree upon an umpire, the appointment of an umpire will be made by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated on the application of either of the valuers;
- (c) the valuers will determine the market rental of the Land as at the

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Market Rent Review Date;

- (d) each party will be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time or other limits as the valuers or the umpire may prescribe and they will have regard to any such representations but not be bound by them; and
- (e) when the market rental has been determined, the umpire or valuers will give written notice of the new market rental to the parties. Any umpire notice will provide how the costs of the determination will be apportioned and will be binding on the parties. Where the Annual Rent is determined by the parties' valuers and not the umpire, the parties will pay their own costs.

CPI Adjustments

11.9 **CPI Adjustment:** On each CPI Rent Review Date the Annual Rent may be subject to an adjustment in accordance with the movement in CPI from the date of the last rent review to the relevant CPI Rent Review Date. The new Annual Rent determined pursuant to this clause shall be payable from the relevant CPI Rent Review Date once it is determined by the Lessor and notified to the Lessee in writing.

11.10 **Interim Rent:** Pending determination of the new Annual Rent under clause 11.9, the Lessee will pay the Annual Rent payable immediately prior to the CPI Rent Review Date. On determination of the new Annual Rent, the Lessee will immediately pay any shortfall to the Lessor.

11.11 The relevant CPI adjustment that applies from any CPI Rent Review Date shall be calculated as follows:

$$A = B \times (C \div D)$$

Where:

A= The CPI reviewed Annual Rent from the relevant CPI Rent Review Date

B= The Annual Rent payable immediately before the relevant CPI Rent Review Date

C= CPI for the quarter year ending immediately before the relevant CPI Rent Review Date

D= CPI for the quarter year ending immediately before the last CPI Rent Review Date or if there is no previous CPI Rent Review Date, the commencement date of the then current term of Lease (and in the case where A is the CPI reviewed rent for a renewal date then the last rent review date of the immediate preceding lease term or if there is no rent review date the commencement data of the preceding term).

- (a) If the CPI data for the relevant quarter is not published at the relevant CPI Rent Review Date, as soon as the CPI is published an appropriate adjustment will be made to the Annual Rent (if necessary) with effect from the relevant CPI Rent Review Date.
- (b) Notwithstanding any other clause in this Lease, the maximum percentage of any CPI adjustment on a CPI Rent review Date will be 2.5%.

12 GENERAL INDEMNITY

12.1 The Lessee will (to the extent legally permissible) indemnify and hold harmless the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor shall or may be or become liable in respect of and arising from:

- (a) any failure by the Lessee to comply with any obligation imposed

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on the Lessee under this Lease or by law;

- (b) loss damage, or injury from any cause to property or persons caused or contributed to by the use of the Land by the Lessee or by condition of the Land or any part of the Land; or
- (c) loss, damage or injury from any cause to property or persons within or without Land occasioned or contributed to by any act, omission, neglect, breach, default on the part of the Lessee,

except to the extent where the same has arisen from the act, omission, neglect, breach or default of the Lessor and provided that the Lessor will take all necessary steps to mitigate any loss, liability or damage it may suffer and will not admit liability, settle or compromise any claim without the Lessee's consent.

- 12.2 Clause 12.1 does not apply while the Lessee is a Crown Organisation or Government Agency.

13 RE-ENTRY AND INTEREST ON UNPAID MONEY

- 13.1 **No Right of Re-Entry:** Notwithstanding section 218 and clause 12 of Schedule 3 of the Property Law Act 2007, and pursuant to section 217 of that Act, and due to the nature of the Permitted Uses and the need to ensure the ongoing operational integrity and security of the Service Centre, the Lessor agrees that it may not cancel the Lease because of the breach of any covenant or condition by the Lessee (including a covenant or condition to pay rent) while the Lessee remains a Crown Organisation or Government Agency and/or the Permitted Use continues to include a Service Centre. For the avoidance of doubt, if the Lease is assigned to a third party under clause 10.1 and the Permitted Use is changed to a use that does not include a service centre, the rights and obligations in Part 4, subpart 6 of the Property Law Act 2007 will apply to the Lease from the effective date of assignment and change of Permitted Use.
- 13.2 If the Lessee defaults in payment of the Annual Rent or any other money payable under this Lease for 10 Working Days, then the Lessee shall pay on demand interest at the Default Interest Rate on the moneys unpaid from the due date for payment down to date of payment provided however while the Lessee remains a Crown Organisation or Government Agency this provision does not apply.

14 LESSEE'S RIGHT OF EARLY TERMINATION

- 14.1 **Lessee's Ability to Terminate:** The Lessee may:
 - (a) in its sole discretion and without giving any reasons, terminate this Lease at any time by providing no less than twelve (12) months' notice in writing to the Lessor; or
 - (b) terminate this lease at any time by providing not less than six (6) months' notice in writing to the Lessor in the event that the Lessee is not able to obtain, maintain or renew the necessary Consents required to carry out the Permitted Use, in which case the Lessee shall provide the Lessor with reasonable supporting evidence that the Lessee is unable to obtain such Consents.
- 14.2 **Right to Terminate Without Prejudice to Rights Accrued:** 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, including (without limitation) the Lessee's right to remove any Lessee's Improvements under clause 7.3.

15 INSURANCE

- 15.1 **Lessee Responsible for Insurance:** The Lessee will be responsible for

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11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

insuring any Lessee's Improvements on the Land and may elect to arrange and maintain any such insurance that it considers appropriate, at its sole discretion, and without reference to the Lessor.

15.2 **Reinstatement at Lessee's Discretion:** If any of the Lessee's Improvements are damaged or destroyed, then it will be the sole responsibility of the Lessee to decide whether to effect reinstatement or not.

15.3 **Public Liability Insurance:** The Lessor and Lessee must each keep a public liability insurance policy applicable to the Land and the Permitted Use current throughout the Term. The policies must provide cover for:

- (a) **Set Amount:** the amount of \$2,000,000.00 (being the amount which may be paid out arising from any single accident or event); and
- (b) **Escalation:** any reasonable escalation in the policy limit, required by either party, subject to one (1) month's notice, and mutual agreement.

15.4 **Particulars of Insurance Policies:** The insurance policies effected by the Lessor and Lessee under clause 15.3 must:

- (a) **Recognition of Interest Insured:** recognise the Lessor and Lessee for their respective rights and interests; and
- (b) **Approved Insurer Rating:** be with an insurer carrying a rating of no less than A- Standard & Poors/B+ A M Best.

15.5 **Evidence of Insurance:** Each party must, if required, produce a certificate of insurance of evidence as evidence that the insurances required by this clause have been, and continue to be, in effect.

16 RIGHT OF FIRST REFUSAL FOR LESSOR'S INTEREST

16.1 **Sale of Land;** If at any time before the expiry or earlier termination of the Term, the Lessor:

- (a) decides to sell or transfer the Lessor's interest in the Land; or
- (b) receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer;

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, or the terms of the offer received (as the case may be). In each case, the Lessor's Notice must include an offer in the form of an agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 16.8.

16.2 **Exercise of Option:** The Lessee will have ninety (90) Working Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (*Lessee's Notice*) accepting the offer contained in the Lessor's Notice.

16.3 **Lapse of Option:** If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 16.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.

16.4 **Re-offer on Better Terms:** If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of 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

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11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

to the Lessee (*Lessor's Second Notice*). This offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 16.8.

- 16.5 **Acceptance of Second Offer:** The Lessee will have forty (40) Working Days after and excluding the date of receipt of the Lessor's Second Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Lessor's interest in the Land on those more favourable terms, by serving written notice on the Lessor (*Lessee's Second Notice*) accepting the offer contained in the Lessor's Second Notice.
- 16.6 **Lapse of Second Option:** If the Lessee does not serve the Lessee's Second Notice on the Lessor in accordance with clause 16.5, then the Lessor may sell the Lessor's interest in the Land to any other person (including the party who originally made the offer under clause 16.1(b), if applicable) on any terms the Lessor thinks fit.
- 16.7 **Formation of Contract:** On the Lessee serving a valid Lessee's Notice or Lessee's Second Notice (as the case may be), the parties will be taken to have entered into a contract for the sale and purchase of the Lessor's interest in the Land on the terms contained in the Lessor's Notice or the Lessor's Second Notice (as the case may be) (*Contract*).
- 16.8 **Terms of Contract:** The terms of the Contract will be modified as follows:
- (a) **Subdivision:** the Lessor shall obtain the necessary subdivision Consent on terms acceptable to the Lessee to allow the Land to be transferred to the Lessee as a separate Record of Title following completion of the necessary survey work;
 - (b) **No Requisition:** the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply;
 - (c) **Completion:** the Lessee will not be required to complete the purchase earlier than one (1) month from the date of issue of the separate computer register required by clause 16.8.

17 BREACH OF COVENANT BY LESSOR

- 17.1 **Acknowledgement of Significance of Service Centre:** The Lessor and Lessee acknowledge that the Service Centre operated on the Land has great significance to the Crown and is a key element of the Crown's law and order function. The Lessor and Lessee agree that the provisions of this clause 17 are intended to reflect this significance and to ensure that the Lessee is able to carry out the Permitted Uses effectively on the Land. For the avoidance of doubt, the Lessor and the Lessee agree that, notwithstanding the definition of "Lessee" in clause 1.1, for the purposes of this clause 17, the definition of "Lessee" is limited to a Crown Organisation or Government Agency, and excludes any third party.
- 17.2 **Consequences of Breach of Covenant by Lessor:** If, in the opinion of the Lessee (acting reasonably), the Lessee is unable to carry out the Permitted Uses on the Land, as a direct result of a breach of the Lessor's covenants and obligations under clause 4 of this Lease, the Lessee may, by notice in writing to the Lessor, specify the breach on which the notice is based and require the Lessor to remedy the breach.
- 17.3 **Failure to Remedy:** If, within twenty (20) Working Days after receipt of a notice from the Lessee under clause 17.2 the Lessor fails to remedy the breach to the Lessee's satisfaction (acting reasonably) the Lessee, without prejudice to any other rights that it may have under this Lease or at common law against the Lessor, may suspend payment of the Annual Rent payable under this Lease until the breach is remedied or the dispute is resolved, without liability for any interest or any other claim.

11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

17.4 **Effect of Suspension of Rent:** The suspension of payment of Annual Rent under clause 17.3 by the Lessee will not in any way affect the continuing obligations of the Lessor or the Lessee under this Lease. Suspension of payment of Annual Rent may continue at the Lessee's sole discretion until the breach has been remedied or dispute has been resolved.

18 ENTIRE AGREEMENT

18.1 **Entire Agreement:** This Lease (together with the agreement for transfer and leaseback between the Lessee as vendor and the Lessor as purchaser in relation to the Land, and all licences and easements entered into under that agreement) constitutes the entire and complete agreement between the parties in relation to the lease of the Land and no variation will be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

19 DIFFERENCES AND DISPUTES

19.1 **Disputes:** If a dispute or difference arises between the Lessor and the Lessee (other than a dispute or difference to which clause 17 applies), the dispute must be resolved in accordance with the provisions of this clause.

19.2 **Resolution of Disputes:** Nothing in this clause prevents:

- (a) a party seeking urgent injunctive or declaratory relief from a court in connection with a dispute without first having attempted to negotiate or settle the dispute in accordance with this clause; or
- (b) the parties meeting at any time to seek to resolve a dispute.

19.3 **Notice of Dispute:** If the Lessor or the Lessee becomes aware of a dispute between the Lessor and the Lessee, that party must notify the other party of the existence and nature of the dispute by serving on the other party a notice setting out detailed particulars of the dispute (*Notice of Dispute*).

19.4 **Request for Further Information:** A party who receives a Notice of Dispute under clause 19.3 may, within five (5) Working Days after such receipt, on reasonable grounds, require the party who served the Notice of Dispute to provide further or more detailed information relating to the dispute.

19.5 **Negotiation:** Upon receipt of a Notice of Dispute and, if applicable, the provision of further or more detailed information in relation to the dispute, the parties must negotiate to resolve the dispute as follows:

- (a) **Meeting of Representatives:** one or more representatives of each party will meet, within ten (10) Working Days of the receipt of the Notice of Dispute or the further information, if any (whichever is later) to discuss and attempt to resolve the dispute; and
- (b) **Meeting of Chief Executives:** if those representatives do not resolve the dispute within five (5) Working Days of their first meeting, then within ten (10) Working Days of that first meeting, the Chief Executives or Chairpersons of the parties must meet to discuss and attempt to resolve the dispute.

19.6 **Appointment of a Mediator:** If a dispute is not resolved within ten (10) Working Days of the meeting of the Chief Executives or Chairpersons of the parties under clause 19.5(b), then the dispute must be referred to a mediator. The parties must agree upon the selection and appointment of a mediator who will act in respect of the dispute.

19.7 **Failure to Appoint Mediator:** If no agreement is reached on the selection and appointment of a mediator within fifteen (15) Working Days of the

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meeting of the Chief Executives or Chairpersons under clause 19.5(b), then either party may request the president of the Arbitrators and Mediators Institute of New Zealand Incorporated to appoint a mediator.

- 19.8 **Initial Mediation Meeting:** The parties must as soon as practicable after notification of the dispute to the mediator, meet in the presence of the mediator to:
- (a) identify the subject matter of the dispute;
 - (b) identify the provisions of this Lease relevant to the dispute;
 - (c) discuss each other's position in relation to the dispute;
 - (d) listen to any comments made by the mediator; and
 - (e) attempt to resolve the dispute by mutual agreement.
- 19.9 **Mediation:** The mediation will be conducted by the mediator at a time, place and in a manner agreed between the parties or otherwise determined -by the mediator.
- 19.10 **Role of Mediator:** The parties agree that the mediator will act as an aid to assist them to resolve the dispute and not as an arbitrator or decider of any matter.
- 19.11 **Costs of Mediation:** The parties will share equally the costs of the mediation unless otherwise agreed by the parties.
- 19.12 **Arbitration:** If the dispute is not resolved by mediation within a further twenty (20) Working Days after the appointment of a mediator, either party may then require the dispute to be referred to arbitration. If this clause is invoked:
- (a) the dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996;
 - (b) the arbitration will take place in New Zealand; and
 - (c) the award in the arbitration will be final and binding on the parties.
- 19.13 **Time Limits:** The parties may agree to extend any of the time limits in this clause.
- 19.14 **Appointment of Arbitrator:** If the parties are unable to agree on the arbitrator, an arbitrator will be appointed, upon the request of any party, by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated. That appointment will be binding on all parties to the arbitration with no right of appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this clause and varied accordingly.
- 19.15 **Rent Review Excluded:** This clause does not apply to any rent review under clause 11.

20 NOTICES

- 20.1 **Service of Notices:** Any notice or document required or authorised to be given or served under this Lease may be given or served unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
- (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (b) by personal delivery, or by posting by registered mail or ordinary mail or by email to the address of the party to be notified, as set out in Schedule One, or to such other address as either party may

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11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

notify to the other in writing.

20.2 **Time of Service:** Any notice or other document will be treated as given or served and received by the other party:

- (a) **Delivery:** when received by the addressee;
- (b) **Post:** three (3) Working Days after being posted to the addressee's last known address in New Zealand; or
- (c) **Email:** when acknowledged by the addressee by return email or otherwise in writing,

20.3 **Signature of Notices:** Any notice or document to be given or served under this Lease must be in writing and may be signed by:

- (a) **Attorney etc:** any attorney, officer, employee or solicitor for the party serving or giving the notice; or
- (b) **Authorised Person:** the party serving the notice or any other person authorised by that party.

21 PROPERTY LAW ACT

21.1 The covenants and powers contained in clauses 4, 5, 6, 9, 10, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this Lease and are expressly negated.

22 REGISTRATION OF LEASE

22.1 **Lease to be Registered:** The parties agree that this Lease will be registered against the Record of Title for the Land under the provisions of the Land Transfer Act 2017 at the expense of the Lessee. The Lessor consents to the Lessee caveating the Record of Title for the Land to protect the Lessee's interest prior to registration.

23 COSTS

23.1 **Lessee to pay Lessor's Costs:** The Lessee shall pay the Lessor's reasonable costs of and incidental to the negotiation, preparation and execution of this Lease and of any variation, renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.

24 SECURITY AND HEALTH AND SAFETY

24.1 The Lessor acknowledges that the Service Centre operated on the Land has great significance to the Crown and is a key element of the Crown's law and order function. Accordingly, the Lessor and its employees, contractors or invitees will comply with the Lessee's security and operational requirements, and health and safety processes and procedures, as notified to the Lessor from time to time.

25 WAHI TAPU (HISTORIC AND SACRED PLACES)

25.1 The Lessee will safeguard at its own expense all graves of the tangata whenua and monuments, historic places, sacred places and places of archaeological consequence in or on the Land that may be unearthed, located or discovered during the term of this Lease.

25.2 If the Lessee discovers any human remains on the Land, it must notify the Lessor of the discovery as soon as possible and the Lessee must give the Lessor the opportunity to re-inter those remains in any burial ground(s). Pending reinterment or any decision of the Lessor not to re-inter, the remains will be regarded and treated with respect and proper provisions are to be made with all due reverence for their interim safety and custody.

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11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

26 NGA TAONGA TUTURU (PROTECTED OBJECTS)

26.1 Subject to the Protected Objects Act 1975, if during the term of this Lease any taonga tuturu is discovered by the Lessee, it must take all reasonable practicable steps to safeguard the taonga tuturu, consult with the Lessor and comply with the Lessor's reasonable directions as to the disposal of the taonga tuturu. If the Lessor has not reached or implemented any decision as to the disposal of any taonga tuturu discovered by the Lessee by the expiry of the Term, the Lessee as bailee without any recourse from the Lessor or any other third party will be entitled to hand over such taonga tuturu to any appropriate authority chosen by the Lessee.

EXECUTED AND DELIVERED AS A DEED:

Signed by [TBC] as Lessor by:

Full Name of Director / Authorised Signatory Signature of Director / Authorised Signatory

Full Name of Director / Authorised Signatory Signature of Director / Authorised Signatory

Witnessed by:

Witness Signature:

Name:

Address:

Signed by THE SOVEREIGN in right of New Zealand acting by and through the Chief Executive of the Department of Corrections as Lessee in the presence of:

Full Name:

Signature:

Witnessed by:

Witness Signature:

Name:



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11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

Address:

[Empty rectangular box for address details]



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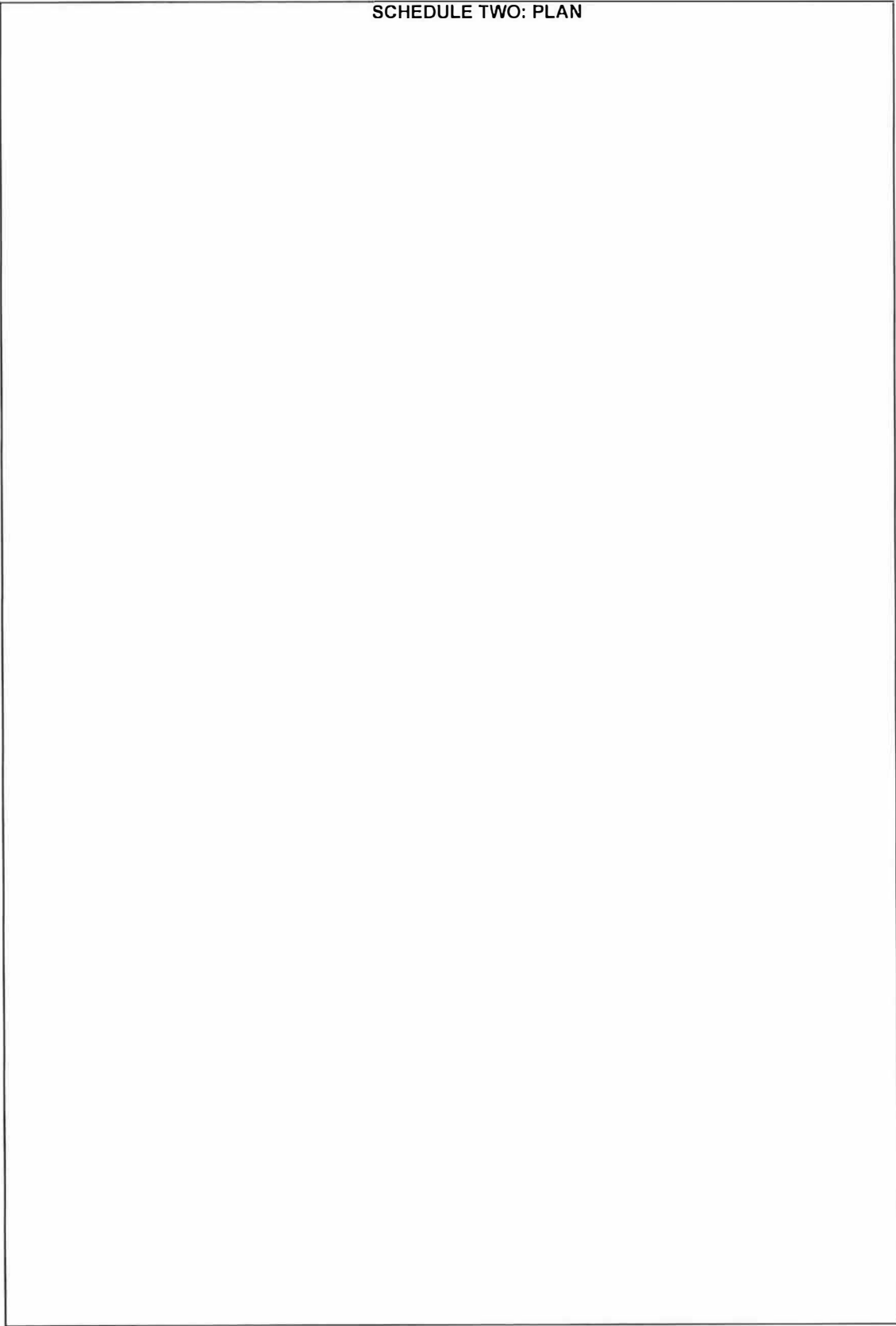
11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

SCHEDULE ONE: REFERENCE SCHEDULE	
Commencement Date	[TBC]
Initial Term	Twenty (20) years
Termination Date	[TBC]
Final Expiry Date	[TBC] assuming all renewals are exercised
Renewal Terms	Three (3) terms of ten (10) years each
Annual Rent	[TBC]
Market Rent Review Dates	Each fifth anniversary of the Commencement Date.
CPI Rent Review Dates	Each second anniversary of the Commencement Date.
Permitted Uses	<p>a) a Service Centre;</p> <p>b) rehabilitative and reintegrative programmes of any kind the Lessee or a third party appointed by the Lessee may run at the Service Centre;</p> <p>c) provision for any other use for any other Crown or government works including works under the Public Works Act 1981 if part of the Premises is not required for the purposes of a Service Centre;</p> <p><i>[Completion Note – the Permitted Use definition is subject to amendment to reflect Corrections' requirements at the time the parties enter into the lease]</i></p>
Lessor's contact details	<p>Contact Person: [TBC]</p> <p>Postal Address: [TBC]</p> <p>Physical Address: [TBC]</p> <p>Phone number: [TBC]</p> <p>Email Address: [TBC]</p>
Lessee's contact details	<p>Contact Person: [TBC]</p> <p>Postal Address: National Office, Mayfair House, 44-52 The Terrace, Wellington 6011</p> <p>Physical Address: National Office, Mayfair House, 44-52 The Terrace, Wellington 6011</p> <p>Phone number: [TBC]</p> <p>Email Address: [TBC]</p>

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11.4: WHANGANUI COMMUNITY PROBATION CENTRE LEASE

SCHEDULE TWO: PLAN



Handwritten signature in black ink and blue initials 'S' with a checkmark-like symbol.

12. WHANGANUI FOREST PROPERTY RIGHT



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12: WHANGANUI FOREST PROPERTY RIGHT

Instrument to grant *profit à prendre*

Section 109, Land Transfer Act 2017
Section 2A, Forestry Rights Registration Act 1983

Land registration district

Wellington

Grantor

[Takapau Whāriki Trust] [Insert names of Trustees for Tākapau Whāriki Trust]

Grantee

His Majesty the King in right of New Zealand acting by and through the Minister of Forestry

Grant of 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 *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this day of 2025

Attestation

Chair of Takapau Whāriki Trust <hr/>	
His Majesty the King in right of New Zealand acting by and through the Minister of Forestry acting by and through the Director General of the Ministry for Primary Industries acting pursuant to an authorisation <hr/> Raymond Stanley Smith	Signed in my presence by the Grantee <hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address

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12: WHANGANUI FOREST PROPERTY RIGHT

Insert instrument type

Forestry Right – profit à

Page [x] of [x] Pages

Continue in additional Annexure Schedule, if required

Instrument to grant profit à prendre - continued

Schedule A
required

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement or profit à prendre	Shown (plan reference)	Burdened Land (Record(s) of Title)	Benefited Land (Record(s) of Title) or in gross
Forestry Right	As shown on the map attached to the First Schedule of the Annexure Schedule	WN50C/50	His Majesty the King in right of New Zealand acting by and through the Minister of Forestry (in gross)

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

See Annexure Schedule

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12: WHANGANUI FOREST PROPERTY RIGHT

Insert instrument type

Forestry Right – profit à

Page [x] of [x] Pages

Continue in additional Annexure Schedule, if required

1. DEFINITIONS AND INTERPRETATION

1.1 In this Forestry Right, unless the context otherwise requires:

"Accepted Forestry Practices" means standard forest industry practices in New Zealand which are based upon environmentally sound, sustainable, and economically prudent practices and which include the New Zealand Forest Accord, the NES-CF and the maintenance of the sustainable productivity of the Forest Area for forestry purposes;

"Access Ways" means the area of land required for the provision of access to the Forest Area, including formed roads and tracks;

"Commencement Date" means the date of this Forestry Right;

"Crown" means His Majesty the King in right of New Zealand including all ministers of the Crown, government departments, departmental agencies, offices of Parliament, Crown entities (as defined in section 7(1) of the Crown Entities Act 2004) and state enterprises (as defined in the State-owned Enterprises Act 1986);

"Default Interest Rate" means the rate equal to 2% above the Grantor's bank's overdraft base interest rate at the date of the default;

"Existing Access Rights" means any existing legal unregistered or registered access or use rights that the Grantor or a third party may have in relation to the Land as at the date of this Forestry Right;

"Final Termination Date" means [TBC – 30 years from planting of the youngest age class]

"Forest" means Trees growing on the Forest Area;

"Forest Area" means that part of the Land described as the Forest Area and shown as such on the plan included in Part 2 of the First Schedule;

"Forest Manager" means the forest manager appointed by the Grantee to provide services to further the Objectives, including the forestry operations;

"Forest Produce" means the Trees and other plants and produce of the Trees and other plants;

"Forestry Right" means a forestry right created pursuant to the Forestry Rights Registration Act 1983 and where the context requires means this Forestry Right;

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Insert instrument type

Forestry Right – *profit à*

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Continue in additional Annexure Schedule, if required

"Grantee's Improvements" means any formed roads and tracks, culverts, skids/pads, fire dams, fencing, and security gates on the Land;

"Joint Management Committee" means the committee of the representatives of the Grantor and the Grantee appointed pursuant to clause 6.1.10;

"Land" means the land described in Part 1 of the First Schedule;

"Local Authority" has the meaning given to it in the Local Government Act 2002;

"Management Plan" means any forest management plan prepared and/or revised by the Grantee;

"NES-CF" means the Resource Management (National Environmental Standards for Commercial Forestry) Regulations 2017;

"Objectives" means the objectives of the Parties, set out in clause 3;

"Parties" means the Grantor and the Grantee and includes any successors, executors and permitted assigns;

"Productive Area" means:

- (a) the Forest Area; together with
- (b) associated non-productive areas (including unstocked gaps, roads, tracks, skids and processing areas and areas occupied by improvements) to be used by the Grantee for forestry purposes;

"Protection Forest" means a forest that mitigates or prevents the impact of a natural hazard. For the purposes of this Forestry Right, they are those stands identified as 'Protection Forest' in the Management Plan.

"Rental" means the rental payable under this Forestry Right set out, and reviewed or adjusted from time to time as provided for, in the Second Schedule;

"Report" means a report prepared and submitted as provided for in clause 5.1.14;

"RMA" means any resource management act including the Resource Management Act 1991 and includes any regulations made under that legislation including, but not limited to, national environmental standards including the NES-CF;

"Slash" means any tree waste left behind after commercial forestry activity;

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Continue in additional Annexure Schedule, if required

"Stand" means a block of Trees within the Forest, of the same age, species, structure, growth characteristics and silvicultural treatment;

"Surrender Area" means a part of the Forest Area that, for the purposes of clause 6.1.12:

- (a) has been identified by the Grantee pursuant to clause 6.1.12 for surrender to the Grantor; and
- (b) either:
 - (i) has been harvested;
 - (ii) is Protection Forest;
 - (iii) was never planted or is no longer needed by the Grantee; and
- (c) in the case of Forest Area that has been harvested, is in the condition provided for in the Sixth Schedule; and
- (d) either:
 - (i) is not less than a minimum area of 50 hectares in contiguous hectares; or
 - (ii) is less than a minimum area of 50 hectares in contiguous hectares but is accepted as a Surrender Area by the Grantor at its sole option as advised in writing to the Grantee; or
 - (iii) is less than a minimum area of 50 hectares in contiguous hectares but as a Surrender Area is contiguous with a previous Surrender Area which has been returned to the Grantor; or
 - (iv) is the final Surrender Area to be returned to the Grantor,

provided that for the purpose of subclause (d)(iii) of this definition, a Surrender Area will be considered contiguous with a previous Surrender Area if it is separated by only a road, access way, stream, river, or other such unproductive area through, on or over which access between the Surrender Area and the previous Surrender Area is not unreasonably impeded;

"Term" means the term of this Forestry Right, beginning on the Commencement Date and ending on the Termination Date;

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12: WHANGANUI FOREST PROPERTY RIGHT

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Forestry Right – profit à

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Continue in additional Annexure Schedule, if required

"Termination Date" in respect of the whole or any part of the Forest Area means the earlier of:

- (a) the Final Termination Date; or
- (b) the date on which the Grantee surrenders that part or those parts pursuant to clause 6.1.12;

"Trees" means the commercial crop of trees on the Forest Area;

"Working Day" means any day of the week other than:

- (a) Saturday and Sunday;
- (b) any public holiday from time to time specified in the Holidays Act 2003 and observed in Wellington or in the locality of the Land; and
- (c) a day in the period starting on 20 December in any year and ending on 10 January in the next year (both inclusive).

1.2 In this Forestry Right:

- (a) the words "includes" or "including" do not imply any limitation;
- (b) words importing the singular number will include the plural;
- (c) words importing one gender include the other genders;
- (d) a person includes the Crown and any individual, company, corporation, firm, partnership, limited partnership, joint venture, association, organisation, trust, incorporated society, or Local Authority, in each case whether or not having separate legal personality;
- (e) the schedules to this Forestry Right and the provisions and conditions contained in such schedules will have the same effect as if set out in the body of this Forestry Right;
- (f) references to clauses and schedules are references to clauses in and schedules to this Forestry Right, respectively;
- (g) references to \$ or dollars is a reference to the lawful currency of New Zealand and all amounts payable under this Forestry Right are to be paid in that currency;

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- (h) any reference to legislation or statutory requirements includes reference to regulations or any other form of delegated legislation and such legislation amended and in force from time to time;
- (i) if any provision of this Forestry Right is considered to be invalid under any applicable statute or rule of law it will be deemed to be omitted only to the extent that the same is in violation of such statute or rule of law and will be enforced to the maximum extent possible; and
- (j) headings are for ease of reference only and will not be deemed to form any part of the context or to affect the interpretation of this Forestry Right.

2. FORESTRY RIGHT

2.1 In consideration of, and subject to, the covenants and agreements on the part of the Grantee expressed in this Forestry Right, the Grantor transfers and grants to the Grantee for the Term, a Forestry Right to enter and remain on the Land for the purposes of establishing, maintaining, protecting, and harvesting the Forest on the Forest Area subject to the following covenants and conditions.

3. OBJECTIVES

3.1 The objectives of the Forestry Right are:

- 3.1.1 to work collaboratively through the Joint Management Committee established under clause 6.1.10;
- 3.1.2 to establish, tend, grow, manage, protect, harvest, store, carry away and sell the Forest Produce from the Trees;
- 3.1.3 Use their best endeavours to obtain a fully commercial return in respect of the Objectives;
- 3.1.4 to manage the Trees in accordance with the Management Plan; and
- 3.1.5 for the purpose of exercising such rights and carrying out such duties, to have and enjoy such rights of access to and from the Forest Area over the Land as set out in the Forestry Right subject to any Existing Access Rights.



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4. GRANTOR'S COVENANTS

- 4.1 It shall be the responsibility of the Grantor and, the Grantor covenants and agrees with the Grantee, subject to any regulatory requirements and Laws, as follows:
- 4.1.1 Comply with all mortgages, leases, licences, permits, charges or other encumbrances over the Land;
 - 4.1.2 Where the Grantee is not practically able to do so, at the written request of the Grantee, take reasonable steps to obtain, observe, and keep current all statutory or other consents necessary or required for the grant of this Forestry Right and the operations of the Grantee on the Land pursuant to it and comply with any consents obtained by the Grantee. The Grantee will meet reasonable costs incurred by the Grantor under this clause.
 - 4.1.3 Promptly advise the Grantee of any circumstances arising on the Land and of which the Grantor has actual knowledge which may affect the operations of the Grantee under this instrument.
 - 4.1.4 Subject to any Existing Access Rights, the Grantor will allow the Grantee to construct upon the Forest Area such buildings, plant and other works as may be necessary or convenient for the full enjoyment of this grant. Unless the Grantor otherwise allows, the Grantee must remove the same on expiry or sooner determination of this Forestry Right and must make good any damage caused to the Forest Area by such removal.
 - 4.1.5 To carry out any commercial operations on planted and unplanted portions of the Forest Area only in accordance with guidelines set out in the Management Plan and subject to restrictions imposed by the Grantee if in the Grantee's opinion damage is being caused or is likely to be caused to the Trees.
 - 4.1.6 Subject to any Existing Access Rights, to allow unimpeded access to, from and over the Forest Area through or over (including in the airspace) the Land with or without machinery, vehicles or plant of any kind; but provided that the Grantee will not cause any unnecessary interference with the operations of the Grantor, or other third party holding any Existing Use Rights, and whenever practical operations on the Forest shall be scheduled so as to cause minimum interference with those other operations.
 - 4.1.7 Pay all rates, taxes and charges which may be rated, taxed, charged, levied, or assessed or payable in connection with the Land.

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- 4.1.8 Not to do or omit any act or grant to any person any rights which may cause danger to the Forest or impede or affect in any material respect the rights of the Grantee.
- 4.1.9 To allow the Grantee to extract and use any clay or rock found within the Forest Area for use in its operation on the Forest Area and any necessary access to it. The Grantee is to obtain the Grantor's written consent before commencing any such extraction, which is not to be unreasonably or arbitrarily withheld. The Grantee is not to remove any minerals, metals, precious metals, precious stones, coal, earth, rock, clay, sand or the like from the Land.
- 4.1.10 Not to:
- (a) make, lodge, nor be a party to nor directly or indirectly support, encourage or finance or contribute to the cost of making or lodging any submission, application or proceedings or appeal (pursuant to the RMA or otherwise) to any relevant body having jurisdiction, in respect of the carrying out of any of the Grantee's rights or obligations under this Forestry Right, including any application by or on behalf of the Grantee for resource consent to carry out any and all reasonable activities required to carry out the Objectives provided the carrying out of the Grantee's rights or obligations under this Forestry Right does not result in a breach of this Forestry Right or any Law including the RMA;
 - (b) take any other steps which would or may unreasonably hinder or interfere with the Grantee's carrying out of any of the Grantee's rights or obligations under this Forestry Right; or
 - (c) object to any noise (provided it does not exceed the maximum level permitted under the relevant district plan or any condition under a resource consent), dust, smoke, smell, pollen and shade that may escape, pass over or settle (as the case may be) on the Land caused as a result of the Grantee carrying out any of the Grantee's rights or obligations provided that the Grantee is carrying out its rights and obligations in compliance with this Forestry Right and all Laws.
- 4.1.11 To advise the Grantee of any wāhi tapu (historic and sacred places) or taonga-o-ngā tūpuna (artefacts) sites located within the Forest Area which require protection.
- 4.1.12 Not to subdivide, lease, licence and/or sell any part of the Land which includes any part of the Forest Area or is used to access the Forest Area without, at the Grantor's cost, notifying the Grantee of the subdivision, lease, licence or sale and providing the Grantee with:

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- (a) any necessary easements or other document required to ensure that the Grantee's right of access to the Forest Area and harvesting and all other rights under this Forestry Right are adequately protected (in the Grantee's opinion, acting reasonably); and
- (b) a registerable covenant in favour of the Grantee (in a form approved by the Grantee) from any successor landowner, lessee, licensee or other required registered interest holder of any of the Land or interest in the Land or the Grantor's Adjacent Land, not to:
 - (i) make, lodge, nor be a party to nor directly or indirectly support, encourage or finance or contribute to the cost of making or lodging any submission, application or proceedings or appeal (pursuant to the RMA or otherwise) to any relevant body having jurisdiction, in respect of the carrying out of any of the Grantee's rights or obligations under this Forestry Right, including any application by or on behalf of the Grantee for resource consent to carry out any and all reasonable activities required to carry out the Objectives provided the carrying out of the Grantee's rights or obligations under this Forestry Right does not result in a breach of this Forestry Right, or any Laws including the RMA;
 - (ii) take any other steps which would or may hinder or interfere with the Grantee's carrying out of any of the Grantee's rights or obligations under this Forestry Right; or
 - (iii) object to any noise (provided it does not exceed the maximum level permitted under the relevant district plan or any condition under a resource consent), dust, smoke, smell, pollen and shade that may escape, pass over or settle (as the case may be) on the Land caused as a result of the Grantee carrying out any of the Grantee's rights or obligations under this Forestry Right.

5. GRANTEE'S COVENANTS

5.1 It shall be the responsibility of the Grantee, and the Grantee covenants with the Grantor, to do the following:

- 5.1.1 To carry out its responsibilities in good faith and in a manner consistent with Accepted Forestry Practices, the Objectives and the Management Plan, in accordance with the terms of this Forestry Right, employing the same degree of care and diligence a highly skilled person with expertise in plantation forestry management in New Zealand would use in carrying out similar responsibilities.

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- 5.1.2 To maintain, at its sole cost, any existing fencing located on the Land to the standard required to achieve the objectives, as reasonably determined by the Grantee.
- 5.1.3 To comply with all requests from the Grantor with respect to any wāhi tapu (historic and sacred places) or taonga-o-ngā tūpuna (artefacts) notified by the Grantor under clause 4.1.11 which are within the Forest Area or which are discovered during the course of the Grantee's operations, provided that if any such request is made which substantially reduces the benefit of this Forestry Right to the Grantee, then this Forestry Right may in this respect be renegotiated.
- 5.1.4 To pay to the Grantor the Rental as at the times and amount specified in the Second Schedule as reviewed or adjusted in accordance with the Second Schedule.
- 5.1.5 To promptly pay or reimburse the Grantor for rates that the Grantor has paid pursuant to clause 4.1.7 in respect of the Productive Area.

If the rates are not separately levied, the rates will be payable by the Grantee in an amount equivalent to a percentage of rates payable in respect of the Land. The percentage will bear the same proportion to the areas as the Productive Area (from time to time) bears to the Land as a whole. Amounts payable by the Grantee under this clause shall be apportioned between the Grantor and Grantee in respect of periods current at the commencement and termination (including early termination or partial surrender) of this Forestry Right.

- 5.1.6 To pay all costs associated with the establishment, administration, management and harvesting of the Forest; and to comply with all Laws relating to the Forest Area including the following:
- (a) RMA;
 - (b) Biosecurity Act 1993;
 - (c) Fire and Emergency New Zealand Act 2017;
 - (d) Heritage New Zealand Pouhere Taonga Act 2014;
 - (e) Land Drainage Act 1908;
 - (f) Accident Compensation Act 2001;

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- (g) Health and Safety at Work Act 2015;
 - (h) Civil Aviation Act 1990; and
 - (i) Forests Act 1949,
and their amendments, revisions and substitutes.
- 5.1.7 Subject to clauses 6.1.6 and 6.1.7, not to assign or mortgage its interest in this Forestry Right without first obtaining the written consent of the Grantor. The Grantor's consent is not to be arbitrarily or unreasonably withheld in the case of a responsible, solvent and suitable assignee which has satisfied the Grantor of its ability to exercise the Forestry Right and observe and perform the covenants of the Grantee under this Forestry Right and is not a Disqualified Investor (as defined in the Fourth Schedule).
- 5.1.8 At the Termination Date or sooner determination in accordance with this Forestry Right to remove any of the Grantee's Improvements (other than roads) remaining on the Forest Area (unless the Grantor agrees that they may remain) and make good any damage caused by the removal, and remove all merchantable trees except for those the Grantor may agree to purchase. Unless agreed otherwise, all of the Grantee's Improvements remaining on the Forest Area by the Grantee after harvesting has been completed will be deemed to be the property of the Grantor.
- 5.1.9 Subject to clause 6.1.21, to allow the Grantor continued access to all natural water on the Forest Area and not to block or impede any water course on the Land without the Grantor's consent.
- 5.1.10 To carry out or manage all forestry operations required for the development and care of the Forest as described in the Management Plan including:
- (a) establishing, tending, protecting and managing the Forest to ensure the health, vigour and marketability of the Trees consistent with the Objectives; and
 - (b) harvesting the Forest in accordance with the Management Plan using Accepted Forestry Practices.
- 5.1.11 If the Grantee wishes to contract a Forest Manager to carry out all or any of the Grantee's obligations under clause 5.1.10 prior to the Grantee entering into a contract, the Grantee will follow the process laid out in the Seventh Schedule.



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- 5.1.12 Subject to clause 5.1.13, to comply with the requirements of the RMA and Laws and obtain, observe and keep current any consents which may be required for the forestry operations in the Forest Area.
- 5.1.13 If the Grantee receives a notice of enforcement or abatement under the RMA, it shall advise the Grantor within 10 Working Days of receiving the notice. The Grantee shall comply with any abatement notice received unless it appeals the notice and the notice is stayed or until the notice is cancelled under the RMA. The Grantee shall comply with any enforcement order made under the RMA until such time as that order is cancelled. Provided the Grantee is complying with this clause 5.1.13, it will not be in default for the purposes of clauses 5.1.12 and 6.1.19.
- 5.1.14 Prepare and submit the Management Plan and Reports specified in the Eighth Schedule at the times specified in and otherwise substantially in conformity with the Eighth Schedule.
- 5.1.15 To maintain a record system for each Stand covering the establishment, tending, and growth, and to make them available for scrutiny by the Grantor on request.
- 5.1.16 Where existing road access to the Forest Area is inadequate for forestry purposes, to consult with the Grantor from time to time on what construction works are necessary, including the route of the road, materials, culverts, bridges, and the like, and to meet the full costs of such road works. Any failure to agree on such works shall be subject to the dispute resolution procedure in clause 6.1.9.
- 5.1.17 Use reasonable endeavours to observe all obligations of the Grantor in relation to all Existing Access Rights and not to cause the Grantor to be in breach of them.
- 5.1.18 Where the Rental or any other money payable under the Forestry Right is in arrears and unpaid for 20 Working Days following the due date for payment, the Grantee must pay to the Grantor interest to be calculated on a daily rate from the due date for payment to the date of actual payment, at the Default Interest Rate. For the avoidance of doubt, no money will be payable by the Grantee unless the Grantor has issued a valid tax invoice for the money payable.
- 5.1.19 If the Grantee causes any damage to any fences erected by the Grantor, the Grantee is responsible at its cost to make repairs or replacements as necessary to reinstate the fences to the condition they were in before the damage was caused.

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6. MUTUAL COVENANTS

6.1 The Parties covenant with each other as follows:

6.1.1 Subject to clause 5.1.16, that they will share in the costs of maintenance and repair of the Access Ways in proportion to each Party's use of the Access Ways. Where any maintenance or repair is required due to the acts or omissions of the Grantor or the Grantee, then that Party will be responsible for the cost of the works.

6.1.2 That neither Party by itself or its employees, contractors, agents, lessees, licensees, or other invitees shall carry out any act, or allow any act to be carried out or omission to take place, which may result in the Forest being damaged or destroyed; or any injury or damage occurring to buildings, vehicles, equipment, roads, or other assets belonging to either Party.

Each Party shall indemnify the other for all claims, demands, losses, costs, expenses, liability or proceedings of any nature (but excluding any indirect or consequential loss) suffered or incurred at any time by one Party as a direct result of any act or omission of the other Party (other than an act or omission in compliance with this Forestry Right) or any breach of the a Party's covenants, obligations or warranties expressed or implied in this Forestry Right; or if agreed, make reimbursement to the other. Without prejudice to the Grantor's rights for breach of the Forestry Right by the Grantee, the indemnity in this clause does not apply to the Grantee while the Crown is the Grantee.

6.1.3 Not to use any chemical substances in a manner which should damage the Forest or the pasture, crops, livestock, trees, or other assets of either of the Parties or of neighbouring parties.

6.1.4 In relation to any damage to the Forest resulting in loss of Trees in a contiguous area of 10 hectares or more, the Grantee may salvage (and retain for its own benefit) whatever it is able to from the damaged area. Following completion of the salvage operations, notwithstanding any other provisions of this Forestry Right, the damaged area shall be deemed to be a Surrender Area under clause 6.1.12. Surrender of a damaged area will be effective on 30 September following the date that the Grantee gives notice that salvaging operations have been completed.

6.1.5 During the Term, take out and maintain insurance specified in the Third Schedule.

6.1.6 That the assignment of rights under this Forestry Right is permitted subject to the provisions of clauses 5.1.7 and 6.1.7, provided neither the Grantor nor the

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Grantee shall be released from their respective liabilities outstanding at the time of assignment.

6.1.7 If at any time during the Term:

- (a) the Grantee wishes to transfer, assign or otherwise dispose of all or part of its interest in this Forestry Right; and
- (b) the Grantee is the Crown, the process and provisions set out in the Fourth Schedule will apply,

and on assignment or transfer of this Forestry Right by the Grantee, the Grantee (if the Grantee is the Crown) will be released from all future obligations as Grantee of this Forestry Right but without prejudice to the rights of either Party against the other in relation to any breach or non-performance arising prior to the date of such assignment or transfer.

6.1.8 That should either Party be unable to perform its obligations under this Forestry Right, totally or partially, for any of the following reasons, being an unforeseeable event beyond the reasonable control of that Party, that Party shall be released from such obligations to the extent and for the time performance is so prevented:

- (a) war (whether declared or not declared), revolution, riot, or act of public enemies;
- (b) flood, storm, tempest, wind, earthquake, volcanic activity, fire (as an act of God), explosion or other act of God;
- (c) act of restraint of any Local Authority or government department or other competent authority having jurisdiction to so act;
- (d) the taking of the whole of the Land by proclamation or otherwise by Local Authority or government department;
- (e) disease, blight or infection of the Trees; and
- (f) any other similar cause beyond the reasonable control of the Party claiming force majeure, whereby a Party is materially prevented from performing its obligations under this Forestry Right. Without limiting the foregoing, the solvency of a Party shall be deemed to be within that Party's reasonable control and is not a force majeure event.

Notwithstanding the provisions of this clause, if for any reason it appears that the subsistence of the cause of the force majeure will operate to frustrate this

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Forestry Right then either Party may apply to the other for termination of this Forestry Right. If the other Party agrees to such termination then the terms of the termination are to be agreed between the Parties and if the Parties fail to agree on such terms the matter will be referred to dispute resolution in accordance with the procedure in clause 6.1.9.

Force majeure shall not excuse the non-payment of any money due or which becomes due under the Forestry Right where the obligation to pay arose before the occurrence of the event of force majeure.

- 6.1.9 That in the event of any dispute arising between the Parties over any of the provisions of this Forestry Right, the Parties will, in the first instance, in good faith and without undue delay, attempt to resolve the dispute by mutual discussion. Failing resolution through discussion, without undue delay, the dispute will be referred to a mutually acceptable independent third party for mediation. If mediation fails to resolve the dispute, either of the Parties may refer the dispute to arbitration in accordance with the Arbitration Act 1996.
- 6.1.10 To establish a Joint Management Committee to comprise of two representatives from each of the Grantor and the Grantee, and to have the following functions, details of which are more particularly set out in the Seventh Schedule:
- (a) to provide a forum:
 - (i) for the Grantor and Grantee to discuss matters of business arising from or pertaining to this Forestry Right that are of interest or concern to them; and
 - (ii) to facilitate the presentation, discussion and approval of the Management Plans and Reports; and
 - (b) to consult on behalf of the Grantor and the Grantee, on matters of business arising from or pertaining to this Forestry Right that are of interest or concern to the Grantor or the Grantee.
- 6.1.11 To deliver all notices and other communications in connection with this Forestry Right that are required to be in writing and to be given by one Party to the other, by personal delivery, courier, post or electronic mail, to the address set out in the Fifth Schedule; and to promptly notify the other Party if there is a change of address.
- 6.1.12 On 30 September (or such other date as the Parties agree) in each year of the Forestry Right the Grantee will surrender those parts of the Forest Area

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considered by the Grantee as not required by the Grantee for the purposes of growing, managing, protecting and harvesting the Forest. The Grantee will notify the Grantor in writing of those parts of the Forest Area which are no longer required. Provided those parts of the Forest Area constitute a Surrender Area (or are being surrendered pursuant to clause 6.1.4), the Grantee shall surrender the Surrender Area to the Grantor. That part of the Surrender Area that is harvested must be in the condition provided for in the Sixth Schedule before surrender to the Grantor.

- 6.1.13 The Rental payable for the remainder of the year and following years shall be reduced in accordance with the Second Schedule to reflect the Surrender Area surrendered from time to time.
- 6.1.14 From the date on which the surrender becomes effective, the Grantee will have no further rights to harvest any Trees within that Surrender Area.
- 6.1.15 Any Access Ways that are outside the Surrender Area and are no longer required by the Grantee for access to the Forest Area or for any other purpose associated with this Forestry Right may be returned to the Grantor provided that at the time of return they are in good order and suitable for use by four wheel drive vehicles. The Grantee will have no further rights or obligations in regard to any such Access Ways, and any of the Grantee's Improvements on the Access Ways will be deemed to be the property of the Grantor.
- 6.1.16 Following surrender under clause 6.1.12, the Grantee must, if part or all of the Surrender Area has been harvested or salvaged, replant the Surrender Area as a second rotation crop in accordance with clause 6.1.17. For clarity, if the:
- (a) Surrender Area was never planted and harvested; or
 - (b) Grantee is unable to get consents to replant; or
 - (c) Grantor requests the Grantee not to replant,

the Grantee will not have any obligation to replant the Surrender Area.

For clarity, reference to a second rotation crop in this Forestry Right is reference to a second rotation crop under this Forestry Right, regardless of the number of rotations that may have occurred prior to this Forestry Right being entered into.

- 6.1.17 The Grantee is required to replant the Forest Area with a second rotation crop. The following provisions will apply in respect of the Grantee's replanting obligations under clause 6.1.16:

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- (a) once the Grantee considers a second rotation crop has been planted on the harvested Forest Area to the specifications set out in the Ninth Schedule, the Grantee will give written notice to the Grantor who will at its cost arrange for an inspection by a suitably qualified consultant appointed by the Grantor. At the time of giving the Grantee's notice under this clause 6.1.17(a), the Grantee will also provide to the Grantor a copy of all records and documentation pertaining to the replanted area;
- (b) within 30 Working Days (or any further period expressly agreed in writing by the Parties acting reasonably) of the Grantee giving notice under clause 6.1.17(a), the Grantor's consultant will either:
- (i) provide a certificate to both Parties that a second rotation crop has been established as specified in the Ninth Schedule; or
 - (ii) provide written notice to the Grantee of the deficiency to be remedied;
- (c) if a certificate or notice from the Grantor's consultant under clause 6.1.17(b)(ii) is not delivered to the Grantee within the period described in that clause, the second rotation crop shall be deemed to have been established in accordance with the specifications in the Ninth Schedule on the date that is 30 Working Days after the date of the Grantee's notice given under clause 6.1.17(a);
- (d) if the Grantor and the Grantee are unable to agree on whether the area has been established in a second rotation crop to the specifications in the Ninth Schedule or that deficiencies notified under clause 6.1.17(b)(ii) have been remedied, the issue will be subject to the dispute resolution procedure in clause 6.1.9.
- 6.1.18 As soon as reasonably practicable the Parties will, at their own expense, take and do all such acts and things as may be reasonably required to register this Forestry Right against the Land and to ensure, subject to any Existing Access Rights, that this interest will not rank behind or *pari passu* with any other interests in respect of the Forest Area and the Forest. To this end the Grantor will take and do all such acts and things as may be reasonably required to obtain the consent of any mortgagees or other registered interest holders holding an interest in the Land to the registration of this instrument and the waiver of those mortgagees or other required registered interest holders (if any) to any prior claim to the Forest Area or the Forest or any insurance moneys paid or payable in respect of the Forest Area or the Forest. The Grantor agrees not to sell, mortgage, dispose of or transfer its interest in the Land before the registration of this Forestry Right.

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- 6.1.19 That if either Party is in default of any provision of this Forestry Right, the non-defaulting Party may notify the defaulting Party in writing to remedy it within 60 Working Days. If the defaulting Party fails to remedy the default within the time, or the default is not capable of remedy, the non-defaulting Party may, without prejudice to any of its other rights under this Forestry Right or at law:
- (a) terminate this Forestry Right;
 - (b) perform any such covenant, condition or provision on behalf of the defaulting Party (without prejudice to any rights of re-entry or other right) and all costs and expenses properly incurred in remedying the default shall be payable by the defaulting party within 10 Working Days; or
 - (c) waive the default. A waiver will apply only to that particular default that was notified, and not be a continuing waiver, or apply to any other default (whether or not connected or associated with the notified default). If this Forestry Right is terminated the Parties will attempt to agree on an equitable level and period of compensation. If they cannot agree within a reasonable time the dispute will be subject to the dispute resolution procedure in clause 6.1.9.
- 6.1.20 The Parties will do all things necessary to comply with the Health and Safety at Work Act 2015, including but without limitation:
- (a) complying with applicable duties under that Act and providing evidence of such compliance to the other upon request; and
 - (b) co-operating and co-ordinating with each other, and keeping each other reasonably informed, in relation to the management of health and safety as it affects activities carried out or permitted by either Party, within the Forest Area.
- 6.1.21 The Grantee will have the right to manage, control, and if necessary, restrict access to the Forest Area by the Grantor or the Grantor's contractors, agents, employees, beneficiaries, licensees, forestry right holders and other invitees (as applicable) and prescribe specific access protocols that the Grantor or the Grantor's contractors, agents, employees, beneficiaries, licensees, forestry right holders and other invitees including the public (as applicable) must comply with for reasons relating to the health and safety of individuals, security, operational requirements and the protection of Trees, improvements, plant, equipment and related items. Any access will:

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- (a) to the extent permitted pursuant to any Existing Access Rights as at the date of this Forestry Right, be at the Grantee's sole discretion;
 - (b) be at the Grantor's risk in all respects;
 - (c) be for non-commercial activities or any other commercial activities which are approved in writing by the Grantee;
 - (d) be provided in a manner and be in accordance with approved health and safety management plans and any other requirements of the Grantee; and
 - (e) must comply with the Grantor's obligations at Law and under this Forestry Right.
- 6.1.22 The Grantor will be responsible, and will indemnify the Grantee, for any damage caused to the Trees, Access Ways or other improvements arising directly or indirectly from the Grantor or the Grantor's contractors, agents, employees, licensees, forestry right holders, beneficiaries and other invitees (as applicable) accessing the Forest Area.
- 6.1.23 That the Parties will, in matters relating to this Forestry Right, act consistently with the Objectives.
- 6.1.24 At any time, the Grantor may request to purchase all or part of the Grantee's interest in this Forestry Right.
- (a) The Grantor will give a written notice to the Grantee requesting to buy out all or part of the Grantee's interest in this Forestry Right. The Grantor may withdraw its notice at any time before any price is agreed.
 - (b) As soon as reasonably practicable following receipt of the Grantor's notice the Parties will meet in good faith and enter into negotiations to reach agreement on price and other terms and conditions of the disposal of all or part of the Grantee's interest in this Forestry Right. Such negotiations will include but will not be limited to the following:
 - (i) By way of indication only (which shall not be determinative or binding on either Party) price consideration may be the net present value of the Grantee's forecast future stumpage returns of the forest to be determined by a suitably qualified forest valuer appointed jointly by the Parties, or if no single appointment can be agreed, each to appoint a valuer, who must jointly agree to a single value. In the case of no agreement by the valuers, the Parties will be permitted to abandon the negotiations in respect of

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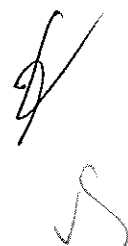
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that offer, without in that instance referring the matter for dispute resolution under clause 6.1.10 of this Forestry Right;

- (ii) the Crown obtaining all authorisations required to dispose of its interest in this Forestry Right;
 - (iii) the Grantor obtaining all authorisations required to complete the transaction; and
 - (iv) all other terms and conditions for the sale and purchase.
- (c) If the negotiations result in agreement the Parties will enter into a contract, to be prepared by the Grantee, on the price and on the terms and conditions as agreed.

7. GENERAL

- 7.1 **Deemed assignment:** Any change in shareholding of the Grantee which results is a change in the effective control of the Grantee shall be deemed to be an assignment and shall be subject to the provisions of clause 6.1.6.
- 7.2 **Governing Law:** The law applicable to this Forestry Right will be the law of New Zealand. The Parties irrevocably and unconditionally agree to submit to, and to be bound by, the non-exclusive jurisdiction of the Courts and tribunals of New Zealand.
- 7.3 **Waiver:** No waiver or acquiescence by either Party in respect of one breach on one occasion of any obligation in this Forestry Right shall operate as a waiver of the same breach on any subsequent occasion or as a waiver of any other covenant or stipulation contained or implied in this Forestry Right.
- 7.4 **Trustee liability:** If any person enters into this Forestry Right as trustee of a trust, then if that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust in its possession or control from time to time (or the assets of the trust that would have been in its possession or control except for fraud, negligence or breach of trust by such person) ("Limited Amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired, that person's liability will become personal but limited to the extent of that part of the Limited Amount for which that person is not indemnified from the assets of the trust due to the fraud, negligence or breach of trust by that person.
- 7.5 **Costs:** Unless otherwise stated in this Forestry Right, each Party will bear its own costs and expenses in connection with the implementation of this Forestry Right.



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- 7.6 **Entire agreement:** This Forestry Right constitutes the entire agreement of the Parties relating to this Forestry Right and supersedes all prior discussions, negotiations, representations, warranties, understandings and agreements between the Parties relating to this Forestry Right.
- 7.7 **Severability:** If any provision of this Forestry Right is held to be illegal or unenforceable, it will be amended to the extent necessary to avoid such illegality or unenforceability, and if such amendment is not possible the enforceability of the balance of this Forestry Right will not be affected, provided that nothing in this clause can materially affect the purpose of, or frustrate this Forestry Right.

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First Schedule

Description of the Land and Plan of Area Covered by the Forestry Right at the Commencement Date

Part 1

805.5393 hectares more or less being Section 546 Left Bank Wanganui River and Part Section 1 Block X and Part Section 2 Block IX Ikitara Survey District comprised and described in Record of Title WN50C/50.



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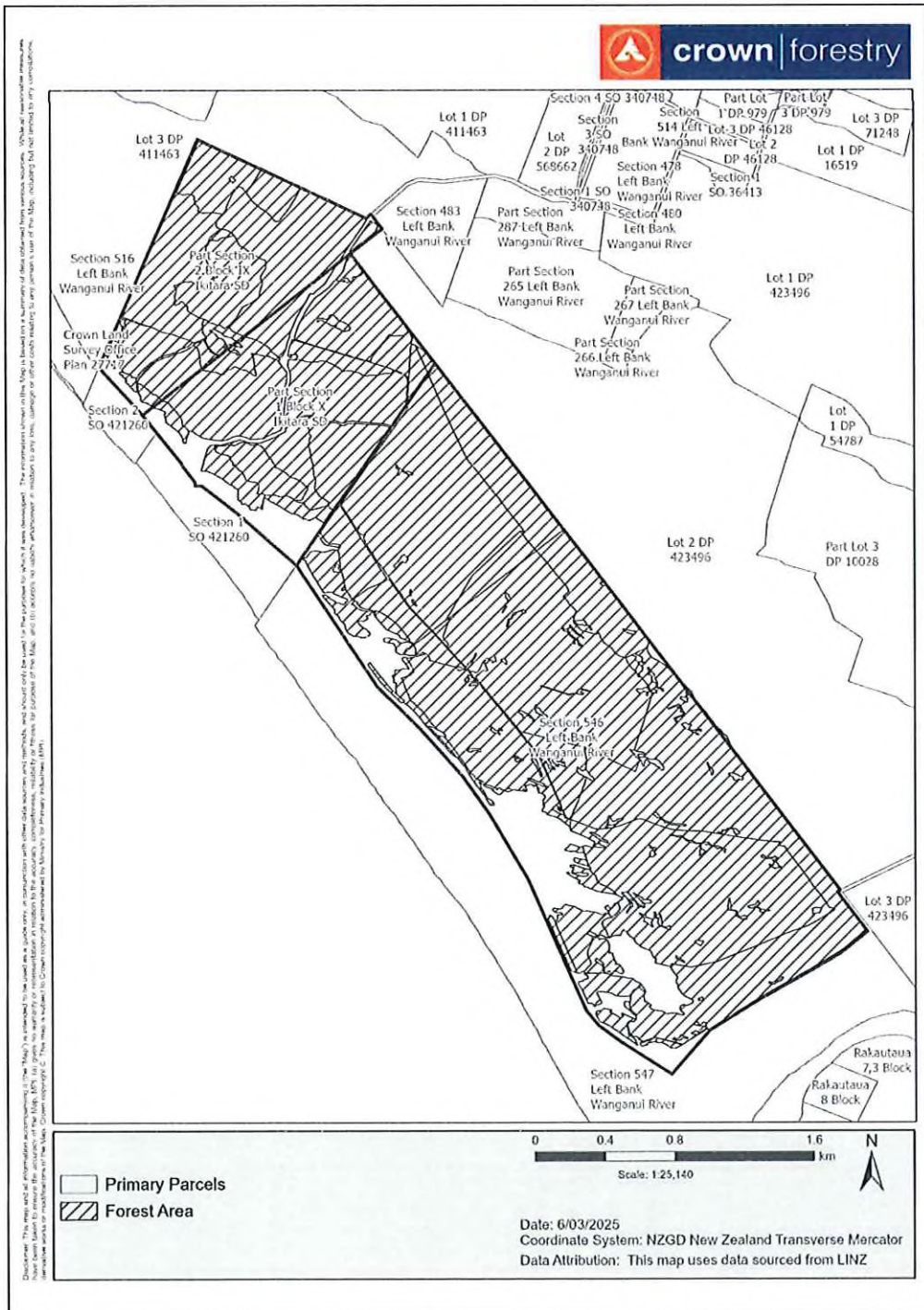
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Part 2

Forest Area

An area of about 695.9 hectares being those parts of the Land as shown outlined and hatched in black on the plan below.



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Second Schedule

Rent and Rental Review / Adjustment

[Clauses 1 to 7 below are to be amended and / or deleted (as appropriate) to reflect the rental options determined or agreed in accordance with Part 5 of the property redress schedule. Clause references are also to be updated as appropriate]

[Example A – Annual Land Rental Indexed to CPI / PPI]

1. Rental and Rent Review

1.1 The rental is an annual fee of [\$] paid annually in advance, being calculated as [\$] per hectare of Forest Area, being an amount equivalent to the market rental payable for a forested area similar to the Forest Area (reviewable annually in accordance with clause 1.2 below) plus Goods and Services Tax (if any).

1.2 On every anniversary of the Commencement Date during the Term ("Adjustment Date"), the Consideration payable by the Grantee under this Forestry Right will be adjusted in accordance with the following formula:

(a) $\text{New Rent} = \text{Old Rent} \times \text{Index Factor}$

Adjusted as necessary for Surrender Areas that have been replanted and surrendered.

1.3 Provided that:

(a) in no year will the Rental be less than that payable in the previous year (except where adjusted for Surrender Areas), and

(b) in the event of a decrease in the index for any or several years, the Rental shall not increase until it has increased beyond its previous highest point during the term.

1.4 "Index Factor" in clause 1.2(a) means the movement in the "Index" as defined below for the period from the Commencement Date to the relevant Adjustment Date, or from Adjustment Date to Adjustment Date as appropriate.

1.5 The index is comprised of:

(a) []% Consumer Price Index (All Groups (CPI));

(b) []% Producers Price Index (Forestry and Logging Outputs (PPI));

(c) being the CPI and PPI published by statistics New Zealand (or any replacement body); and

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- (d) the relevant annual index will be the latest available published quarterly CPI or PPI as at the adjustment date.

[Example B – Annual Land Rental Indexed to CPI with Periodic Review]

2. RENTAL

- 2.1 The Grantee covenants with the Grantor to pay to the Grantor the Rental (which is subject to adjustment in accordance with this Schedule). The Annual Rent at the Commencement Date is [\$] plus GST.
- 2.2 The Rental will be paid to the Grantor by direct payment to the Grantee or as the Grantor otherwise directs (following receipt of a valid GST tax invoice) annually in advance with the first payment to be made as soon as practicable following registration of the Forestry Right and subsequent payments due annually thereafter on 1 March during the term of the Forestry Right.
- 2.3 Prior to issuing a valid GST tax invoice for the Rental to the Grantee, the Grantor and the Grantee will undertake an assessment to confirm the proportion of the Productive Area available to the Grantee and for which the Rental is payable.

3. ANNUAL CPI RENT REVIEW

- 3.1 The Rental is to be reviewed annually on each anniversary of the Commencement Date (Annual Rent Review Date). The new Rental will be calculated by multiplying the Per Hectare Rate (as reviewed under this clause) by the total number of hectares of the Productive Area, plus GST, as at the time of the relevant Annual Rent Review Date.
- 3.2 The Per Hectare Rate (in NZ Dollars per hectare) will be reviewed on each Annual Rent Review Date in accordance with the following:

$$A = (B/C) \times D$$

where:

- A** is the Per Hectare Rate applicable from the relevant Annual Rent Review Date.
- B** is the most recent CPI published by Statistics New Zealand (or its successor) prior to the relevant Annual Rent Review Date.
- C** is the most recent CPI published by Statistics New Zealand (or its successor) prior to the previous CPI Rent Review Date, or if there is no previous Annual Rent Review Date, the Commencement Date.

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D is the Per Hectare Rate immediately before the relevant Annual Rent Review Date.

- 3.3 In no event will the Per Hectare Rate effective from the relevant Annual Rent Review Date following a review under this clause be less than the Per Hectare Rate immediately prior to the relevant Annual Rent Review Date.
- 3.4 In no year will the Rental be less than that payable in the previous year (except where the Productive Area has reduced as a result of a surrender in accordance with clause 6.1.13 of the Forestry Right or the Grantee has purchased some of the productive area in accordance with clause 6.1.24).
- 3.5 In the event that Statistics New Zealand publishes the CPI for a quarter and then subsequently revises the CPI relating to that quarter, the Parties will as soon as possible determine the difference in Rental that results in that revision and credit or debit (as applicable) the difference against or to (as applicable) the next Rental payment.
- 3.6 For the purposes of this clause, CPI means the Consumer Price Index (All Groups) as published by Statistics New Zealand (or any successor organisation) on a quarterly basis. If that index ceases to be published on a quarterly basis or if the basis of calculation of the index is fundamentally changed, the CPI will mean an index on which the Parties agree, or failing agreement, as may be determined by the Independent Expert in accordance with this Schedule.

4. REVIEW PROCESS

- 4.1 Within a reasonable period prior to each Annual Rent Review Date the Grantee will determine, and give written notice to the Grantor of:
- (a) the reviewed Per Hectare Rate; and
 - (b) the new Rental (together with details about its calculations and supporting documentation about the calculations in sufficient detail to enable the Grantor to check the calculations),
- that applies from the relevant Annual Rent Review Date.
- 4.2 If the Grantor considers (acting reasonably and in good faith) that the Grantee has made an error in calculating the Productive Area, the Per Hectare Rate and/or the new Rental, it must notify the Grantee within 30 Working Days of receipt of the Grantee's notice that it considers that the Grantee has made an error or errors. Any such counter notice must set

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out the errors that the Grantor considers that the Grantee has made and include the Grantor's calculation of the new Rental in accordance with clause 5 of this Schedule.

5. MARKET RENT REVIEW

- 5.1 On the date [] years from the Commencement Date and every [] anniversary of the Commencement Date thereafter (Market Review Date), the parties may review the annual Rental using the process set out below.
- 5.2 At any time not earlier than nine months but no later than four months prior to the Market Review Date, either the Grantee or the Grantor may notify the other party if they require the annual Rental to be reviewed (Market Review Notice).
- 5.3 Upon receipt of the Market Review Notice, the parties will agree on an independent and suitably qualified forestry consultant to determine the fair market rent. If the parties are unable to agree upon a forestry consultant within 20 Working Days of receipt of the Market Review Notice, the parties will each appoint an independent and suitably qualified forestry consultant who will meet and agree on the fair market rent using the process set out in clause 5.4 of this Schedule. Either party may request that the President of either the New Zealand Institute of Valuers or the New Zealand Institute of Forestry appoint a suitably qualified forestry consultant.
- 5.4 The forestry consultant(s) will undertake the review using industry recognised methodology to determine the amount of annual Rental expected to be paid as at the Market Review Date for the use of the Forest Area for the purposes of the Forestry Right by a willing holder to a willing landowner in an arm's length transaction.
- 5.5 If, following adjustments for changes to the Productive Area, the fair market annual rental determined by the forestry consultant(s) at the Market Review Date (Assessed Rental Amount), is less than the annual Rental payable immediately before the relevant Market Review Date the annual Rental payable is the annual Rental immediately before the relevant Market Review Date.
- 5.6 If clause 5.5 applies, at each Annual Rent Review Date, the Assessed Rental Amount will be reviewed in accordance with clause 5.2 of this Schedule. If the new Assessed Rental Amount at the relevant Annual Rent Review Date is greater than the annual Rental payable immediately before the Annual Rent Review Date, the new Assessed Rental Amount will be the annual Rental.
- 5.7 The forestry consultant's(s) decision will be final and binding on the parties.
- 5.8 The costs of the joint forestry consultant will be shared equally. However, if the parties are unable to agree on a joint forestry consultant and each party appoints a forestry consultant, each party will meet its own costs.

[Example C – Rental as a percentage of land value]

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6. Rental

6.1 That the Grantee shall pay to the Grantor Rental in respect of the Land as follows:

- (a) Rental payable under this Forestry Right shall be payable annually in advance commencing on [] each year and ending on [] in the succeeding year.
- (b) Rental payable from and including the Commencement Date will be as follows, unless varied following a Rental review under this Forestry Right or otherwise as agreed and recorded in writing by the parties:
 - (i) For the first five years of the Forestry Right, from the Commencement date to [] the sum of [\$] excluding GST per annum (the Initial Rental).
 - (ii) From [] for the [] year period immediately following the Initial Rental period, and for all subsequent [] yearly periods until the Expiry Date, the rental shall be a sum equal to [] percent of the Land value as determined by an independent valuation of the Land for the purpose of rent review in accordance with clause 6.2 below. Provided however that the rental for each subsequent [] yearly period shall not be less than that for the preceding [] yearly period.

6.2 The parties agree that in respect to the independent valuation:

- (a) they will mutually select and appoint an independent registered valuer (the valuer) who shall value the Land in accordance with good industry practice and calculate the revised rental (if any). The costs of the valuer shall be equally divided between the parties;
- (b) in the event of any disagreement or dispute between the parties concerning the selection of the valuer to perform the independent valuation referred to in clause (a) immediately above or the valuer's calculation of the revised rental (if any) then the parties shall each appoint an independent registered valuer (at their own cost) and each of these valuers shall value the Land in accordance with good industry practice, and calculate the revised rental (if any).
- (c) Where in the case of subclause (a) above, the values differ above, valuers shall meet and mutually agree the revised rental (if any) and the mutual decision of the valuers shall be binding on both parties'; and
- (d) where the valuers are unable to reach agreement within four (4) weeks, or such later time as may be agreed by the parties, then the calculation of the revised rental shall be considered a dispute and shall be referred to dispute resolution.

6.3 Pending the resolution of any disagreement or dispute referred to in clause 6.2 above, the Grantee shall continue to pay the rental to the Grantor at the same rate as the previous year's rent. After the amount of increased rent (if any) is determined, the Grantee shall

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thereafter pay rent to the Grantor at the increased rate so determined, and within thirty (30) days shall also pay to the Grantor any rental arrears resulting from the increased rental, such arrears to be calculated from the commencement of the relevant [] yearly rental period.

[Example D – Stumpage Rental]

7. Rental

7.1 The Stumpage Rental rate is []%.

7.2 The Grantee will pay the Grantor Stumpage Rental as follows:

- (a) In any calendar month where there is Stumpage, then Stumpage Rental shall be paid on the 20th of the month following the month in which Forest Produce is sold or utilised.
- (b) Where Stumpage Rental is payable, that the Grantee shall, together with such rental payment, submit to the Grantor a certified statement of all the Forest Produce sold or utilised and of the revenue and/or notional revenue arising therefrom and of the revenue received on which Stumpage Rental is payable.

7.3 The Grantee shall pay such Stumpage Rental at the rate of []% of Stumpage before the due date specified in clause 7.2(a) above.

7.4 If applicable, revenue arising from insurance from the Trees accruing to either the Grantor or the Grantee will be apportioned in the following ratio:

- (a) []% of Stumpage to the Grantor; and
- (b) (d) []% of Stumpage to the Grantee.

7.5 "Stumpage" shall be determined by the pricing system described in Note 1 below and means the market value of Forest Produce or the value established from the actual sale price of all Forest Produce, whichever is the greater.

Note 1: Stumpage is a pricing system where the price point is the standing tree. In cases where Forest Produce is sold in the form of prepared logs, stumpage is determined by taking the delivered sale price of prepared logs at a particular pricing point and then deducting the direct harvesting costs incurred to get prepared logs to that pricing point. Direct harvesting costs include (without limitation) harvest planning and consent fees, harvest road and skid construction, fence removal (if any), tree felling, log extraction, delimiting and processing, log cartage, marketing and associated harvest and management fees. Direct harvesting costs exclude (without limitation) the forest growing costs, overhead costs, management fees associated with the establishment and growing of the Forest and tax.

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[End of rental and rent review examples]

8. Areas surrendered from the Forestry Right

- 8.1 Under clause 6.1.4 and clause 6.1.12 of the Forestry Right, the Grantee may surrender part of the Productive Area from time to time, and under clause 6.1.24 the Grantor may purchase (with agreement of the Grantee) all or part of the Productive Area from the Grantee. The Productive Area will be adjusted to reflect the areas validly surrendered or bought back, as the case may be, from the date that the surrender or buy back becomes effective in accordance with the Forestry Right (Effective Date), and the Rental will be adjusted accordingly.
- 8.2 Where an Effective Date occurs during a rental year, for the broken period from the Effective Date to the next Annual Rent Review Date, the Grantor shall determine the amount by which the Rental should be reduced by multiplying the Per Hectare Rate by the Surrender Area or the area bought back, as applicable, for the period from the Effective Date to the Next Annual Rent Review Date (Surrender/Buy-back Area Reduction). The Grantor may either pay the Surrender/Buy-back Area Reduction to the Grantee by direct payment to the Grantee within 20 Working Days of receipt of a valid GST tax invoice from the Grantee or elect to have the Surrender/Buy-back Area Reduction offset against the next payment of Rental.

9. Interest on overdue Rental or other moneys

- 9.1 Where the Rental or any other money payable under this Schedule is in arrears and unpaid for 20 Working Days following the due date for payment, the Grantee must pay to the Grantor interest to be calculated on a daily rate from the due date for payment to the date of actual payment, at the Default Interest Rate. For the avoidance of doubt, no money will be payable by the Grantee unless the Grantor has issued a valid tax invoice for the money payable.
- 9.2 Clause 9.1 of this Schedule will not apply to the failure to pay the adjustment of the Rental if this adjustment has not been determined on or before the due date for payment.



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Third Shedule

Insurance

(Ref clause 6.1.5)

1. To the extent that the Grantor or the Grantor's invitees carry on any activities on the Land which could cause any risk to the Forest, the Grantee and its operations and assets, the Grantor will, at its cost, take out and maintain insurance cover as is reasonable having regard to the nature of the risks involved and any dispute between the Parties as to the scope or level of such insurance will be the subject of the dispute resolution process in clause 6.1.9 of the Forestry Right. In any event, the level of such insurance cover required will not be less than the level of cover required by the Grantee from its Forestry Manager, contractors, licensees or invitees for comparable activities. The Grantor will comply with this clause if it holds the following insurance cover:

Public Liability: no less than \$10,000,000

2. If the Grantee is not the Crown during the Term the Grantee will, at its cost, take out and maintain insurance as follows:

Public liability: no less than \$10,000,000

3. Each Party will provide to the other on request details or a copy of such policy and a certificate of currency.

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Fourth Schedule

Assignment by the Crown as Grantee

(Ref clause 6.1.7)

The process and provisions set out in this Fourth Schedule will apply in the case of an assignment or proposed assignment under clause 6.1.7.

1. The Grantee shall give written notice to the Grantor offering to dispose of all or part of its interest in the Forestry Right as the case may be, at a price and on the terms and conditions set out in the notice. The Grantee may withdraw a notice at any time before acceptance.
2. If the Grantor –
 - (a) accepts the offer by notice in writing to the Grantee before the expiry of one calendar month after receiving the notice ("the Expiry Date") a contract is constituted between the Grantee and the Grantor at the price and on the terms and conditions in the Grantee's notice; or
 - (b) does not accept the offer by notice in writing within one calendar month, the Grantee may, at any time within the period of 6 months after the Expiry Date, dispose of all or part of its interest in the Forestry Right (as the case may be) subject to paragraph 3 of this Fourth Schedule.
3. If paragraph 2(b) of this Fourth Schedule applies:
 - (a) the price and other terms and conditions of the disposal may not be more favourable to the purchaser than those that were set out in the notice; and
 - (b) the Grantee may transfer or otherwise dispose of its interest in this Forestry Right subject to obtaining the prior written consent of the Grantor. Consent is not to be arbitrarily or unreasonably withheld in the case of a responsible, solvent and suitable assignee which has satisfied the Grantor of its ability to exercise the Forestry Right and observe and perform the covenants of the Grantee under this Forestry Right and provided the assignee is not a Disqualified Investor (as defined in this Schedule).
 - (c) the Grantor may require, as a condition of its consent, that the assignee provides security in the form of a bank guarantee from a New Zealand-registered trading bank (or such other form of guarantee acceptable to the Grantor) on terms

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acceptable to the Grantor to secure the assignee's obligations as Grantee under this Forestry Right provided such security (which if required by the Grantor will be adjusted on each Relevant Review Date) is limited to the value of one year's Rental payable under this Forestry Right plus all rates due and payable under clause 5.1.5 and the Grantor's costs of enforcing its rights under the guarantee to secure payment of the Rental and any other money payable by the Grantor under this Forestry Right.

4. After the six-month period referred to in paragraph 2(b) of this Fourth Schedule or notice is withdrawn in accordance with paragraph 1 of this Fourth Schedule, clause 6.1.7 of the Forestry Right applies again.
5. A Disqualified Investor is a person or entity that:
 - (a) has within the previous five years, been insolvent or had an administrator, receiver or liquidator (or equivalent) appointed (excluding any solvent restructuring or voluntary process);
 - (b) is not, or is not ultimately controlled by, a person which a reasonable person in the Grantor's position would consider to be a reputable and respectable entity or person, having regard in particular to whether the entity or person:
 - (i) has a track record of material or persistent breaches of environmental protection legislation;
 - (ii) is known to have materially or persistently breached laws or reasonable levels of ethical standards applicable to business practice; and
 - (iii) is or has been in recent years in material dispute with indigenous parties in a manner which demonstrates a lack of regard for the values of indigenous people; or
 - (c) (where required) has not received consent to the relevant transaction pursuant to the Overseas Investment Act 2005.



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Fifth Schedule

Notices and Communications

(Ref clause 6.1.11)

Initial address details of the Grantor:

Initial address details of the Grantee:

The General Manager
Crown Forestry
Ministry for Primary Industries
PO Box 2526
Wellington 6140
Email: Crown.Forestry@mpi.govt.nz

A written notice or other communication under this Forestry Right:

1. must be delivered to the last known address (physical or electronic-mail (*email*) as the case may be) that was provided by the relevant Party under this clause; and
2. will only be effective when delivered (personal or courier delivery), 5 Working Days after posting (postal delivery) or, in the case of email, when acknowledged by the other Party orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement (email delivery).
3. Any receipt or deemed receipt after 5:00 pm or on a day that is not a Working Day in the place it is delivered will be deemed to have been received on the next Working Day in that place.

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Sixth Schedule

Surrender Area Condition for Surrender

(Ref clause 6.1.12)

1. Prior to surrender of a Surrender Area under clause 6.1.12 (where the Surrender Area has been harvested), the Surrender Area must be in a post-harvest condition consistent with Accepted Forestry Practices. As at the date of this Forestry Right, the standards for Accepted Forest Practices in respect of post-harvest condition are those in the NES-CF and described in detail below. Such post-harvest condition is specifically prior to and not including land preparation for the establishment of the subsequent crop:
 - (a) harvested Trees and Slash will be removed from water bodies, roads, culverts, land that would be covered by water during a 5% annual exceedance probability flood event and fences (in accordance with standard forestry industry practice in New Zealand), provided it is safe to do so;
 - (b) subject to paragraph 1(c) of this Sixth Schedule, harvested Trees and Slash that are 2 metres or more, have large-end diameters of 10 centimetres or more and can be safely lifted using harvesting equipment and transferred to a landing without degrading or breaking up must be removed from any cutover areas located on orange or red zone land (as defined in the NES-CF (Cutover Areas)) provided it is safe to do so;
 - (c) the Grantee may, at its sole and absolute discretion, elect to leave:
 - (i) up to 15m³ of harvested Trees and Slash on each hectare of the Cutover Area; or
 - (ii) more than 15m³ of harvested Trees and Slash on each hectare of the Cutover Area provided it has obtained the relevant consents;
 - (d) Slash will, where reasonably practical, be retained on and left in a dispersed state over areas of the Surrender Area which are considered stable ground;
 - (e) Slash will be left in a manner as to avoid the collapse of a Slash pile or the collapse of the ground under the Slash pile; and

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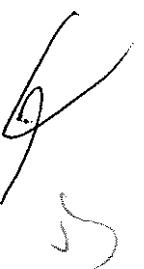
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- (f) foreign bodies and rubbish deposited on the Surrender Area during the Term (including without limitation logging equipment and consumables such as wire rope) are removed from the Surrender Area.



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Seventh Schedule

Joint Management Committee

(Ref clause 6.1.10)

Establishment of the Joint Management Committee

1. The Parties shall:
 - (a) jointly establish a Joint Management Committee;
 - (b) each appoint two representatives to the Joint Management Committee; and
 - (c) each Party will notify the other of their nominated appointees from time to time.
2. Both Parties agree that each member has the delegated authority from the Grantor and the Grantee (as applicable) to carry out the roles and responsibilities on behalf of the Grantor or the Grantee responsible for the appointment.

Joint Management Committee: Role Functions and Responsibilities

3. Consistent with sound forestry practices and principles and to achieve effective, efficient, and coordinated management of the forest estate including their respective areas without diminishing the privileges and responsibilities of the Parties under the Forestry Right, the Joint Management Committee shall:
 - (a) meet at least annually or as the Parties otherwise determine appropriate bearing in mind the stage of the Forest and the operational activities taking place in respect of the Forest;
 - (b) have authority delegated by the Parties to discuss and agree joint policies including but not limited to:
 - (i) formulae for fair appointment of management, operational and protection costs;

For the avoidance of doubt any costs incurred which relate to a specific Party's area and not to the other Party's area will be borne in full solely by the relevant Party;

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Unless otherwise agreed by the Joint Management Committee, forest management costs for general management, protection, maintenance, and fire services incurred in any financial year will be shared in proportion to use by each Party;

- (ii) access by either Party or their agents, representatives or appointees over the other Party's area;
 - (iii) fire control and equipment (where equipment is held);
 - (iv) road, fence and other maintenance;
 - (v) weed and animal control;
 - (vi) Health and Safety at Work Act 2015 issues; and
 - (vii) interaction with regulatory authorities in respect of land and land use issues; and
- (c) adopt a consensus approach to policy determination. If consensus cannot be achieved on any significant issue the matter shall be referred to the Minister's lawful delegate and the Grantor's directors or senior management for direction or, if necessary, resolution; and
- (d) discuss and, provided the Management Plan is consistent with the Forestry Right, approve the Management Plan (such approval not to be unreasonably withheld). Prior to approving and ratifying the Management Plan, the Joint Management Committee may consult with the Grantor as to the form and content of the Management Plan (including any revisions).
4. For the avoidance of doubt, the Grantee has the sole and absolute right to harvest the Trees at such time and in such manner during the Term as it thinks fit in its sole discretion.
5. The Grantee will be the secretariat for the Joint Management Committee and bear all costs associated with that, but each Party will otherwise bear their own costs.

Appointment of a Forest Manager

6. The Forest Manager shall be engaged by the Grantee, following consultation with, and giving consideration to the views of the Joint Management Committee, on the basis that the Forest Manager shall:

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-
- (a) be responsible for carrying out all forestry operations; and
- (b) attend and report to the meetings of the Joint Management Committee meetings as required by the Joint Management Committee.
7. For the avoidance of doubt, the Parties acknowledge that any Forest Manager contracted by the Grantee is in connection with the Grantee's responsibilities under this Forestry Right, and therefore, the Grantee will have the sole and absolute right in all respects to decide who (if anyone) it contracts with to provide forestry operations services.



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Eighth Schedule

Management Plan and Reports

(ref clause 5.1.14)

Management Plan

1. Within 12 months of the Commencement Date, the Grantee shall prepare a Management Plan as outlined below and submit the Management Plan to the Joint Management Committee for discussion, and ratification.
2. In subsequent years of the Term, any updates to the Management Plan by the Grantee will be submitted to the Joint Management Committee for discussion, and ratification.
3. The Grantee will undertake a review of the Management Plan at least every three years and confirm whether any updates are required.

Objectives of the Management Plan

4. The Management Plan will be prepared with a view to achieving the following objectives:
 - (a) to manage, tend, grow, protect, harvest, store, carry away and sell Forest Produce from the Trees grown on the Forest Area;
 - (b) to manage the Forest in accordance with best forest industry practice in New Zealand;
 - (c) to ensure effective planning, implementation, monitoring, consultation and review processes which promote continuous improvement; and
 - (d) to implement effective management systems and practices that will protect the Forest and enable activities to be managed in a way where any adverse effects are avoided, remedied or mitigated,

whilst demonstrating respect for the mana whenua of the Grantor, and having regard to the Grantor's role as kaitiaki of the land (and related duties), and the need to operate the business in a manner that takes into consideration the principles of kaitiakitanga and for those involved to practice a land stewardship ethic that

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integrates responsible land use within the conservation of soil, air, water quality, wildlife and ecosystems, aesthetics and sites of cultural or historic significance.

Content of Management Plan

5. Unless otherwise determined by mutual agreement, the Management Plan will include:
- (a) the objectives of Forest management;
 - (b) a description of the Forest resource;
 - (c) how the objectives will be met;
 - (d) establishment and silvicultural activities if, or as relevant;
 - (e) harvesting schedules and marketing plans when relevant (provided that the Management Plan must include a harvesting schedule where harvesting is scheduled to occur within two years);
 - (f) Forest management and contract administration practices;
 - (g) steps to be taken where practicable (in accordance with Accepted Forestry Practices) to:
 - prevent soil erosion and pollution of streams;
 - conserve and protect fish and wildlife;
 - conserve and protect native bush reserves;
 - to the extent weeds and Trees are hindering access, clear weeds and spray and tend the Trees on or adjacent to boundary roads and arterial roads; and
 - keep all streams, water courses, water races power and telephone lines, fire breaks, skids and survey pegs on the Forest Area clear and unobstructed.
 - (h) planned management activities in the short term including Forest protection, maintenance and security;

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- (i) environmental impacts of the plan;
- (j) management of historic sites and wāhi tapu;
- (k) conservation of rare and threatened species;
- (l) access requirements of the Grantor;
- (m) pests and weed control; and
- (n) maps of the Forest, showing protected areas, planned management and land ownership.

Annual Report

6. The Grantee will within 90 days after the end of each reporting year provide to the Grantor an Annual Operations Report on the principal operations undertaken in the preceding year in respect of the Forest. The Annual Operations Report will include:
- (a) a statement of health and safety performance in forestry operations together with summary documentation covering aspects of that performance such as a summary of audits undertaken, performance against improvement objectives and new contractor inductions undertaken;
 - (b) a statement for environmental performance of forestry operations including a summary of inspections and actions undertaken;
 - (c) a report of the relevant year containing a summary of forestry operational activities undertaken during the year, together with a narrative discussion highlighting the results of the year, with reference to the Management Plan;
 - (d) forest health, protection and security;
 - (e) any conditions or events which materially alter the future management of or value of any of the Forest;
 - (f) planned operations for the following 12-month period; and
 - (g) other content as agreed.

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Ninth Schedule

Specifications for the Establishment of the Second Rotation Crop
(Ref clause 6.1.17)

"Establishment" and "Established" as the context so requires means in relation to the planting of the second rotation crop the achievement at eight months i.e. at 31 March in the year following planting, of a minimum average stocking of 800 stems per hectare for each geographically identifiable Stand.

All establishment operations will be carried out according to best forestry practice appropriate to comparable sites in the region where the Forest is located, and quality standards prevailing in the forest industry at the time at the cost of the Grantee in all respects.

The establishment operations to be carried out are to include (but not by way of limitation) at the Grantee's cost:

Land Preparation

Sufficient preparation and weed control to enable the successful establishment of the second rotation crop.

Purchase of Planting Stock

The species will be *Pinus radiata* of a minimum Growth and Form (GF) rating of GF17 or its equivalent at the time or such other growth and form rating necessary in accordance with the obligation to comply with best forestry practice.

Planting

Seedlings, cuttings or other plant material planted at a suitable stocking and spacing that will achieve a minimum average stocking of 800 stems per hectare eight months after planting.

Releasing

Sufficient releasing to ensure that the minimum average stocking is achieved.

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Statutory Consents and Approvals

Obtaining and complying with all necessary statutory and regulatory consents and approvals for the establishment of the second rotation crop.

