

KIWIRAIL LIMITED

(KiwiRail)

AUCKLAND TRANSPORT

(Lessee)

DEED OF SURRENDER OF LEASE

WESTFIELD STATION

L62228

DEED dated the **KiwiRail** 2018



PARTIES

KIWIRAIL LIMITED ("KiwiRail")

AUCKLAND TRANSPORT ("Lessee")

INTRODUCTION

- A. The New Zealand Railways Corporation ("**NZRC**") is a statutory corporation established under the New Zealand Railways Corporation Act 1981 ("**NZRC Act**").
- B. Pursuant to the NZRC Act, NZRC is responsible for and controls the right to grant interests in property vested in the Crown for railway purposes.
- C. By the memorandum of lease dated 20 December 1991 between the Crown and NZRC (as lessor), and KiwiRail Limited (as lessee), as varied and renewed from time to time before the date of this Deed the Crown and NZRC have granted KiwiRail a lease of New Zealand's railway estate, including the Premises. KiwiRail holds the lessee's interest under that lease.
- D. By deed of lease dated 29 September 2003 ("**Lease**") KiwiRail leased to Auckland Regional Transport Network Limited the premises described in the Lease ("**Premises**") upon the provisions contained in the Lease. The Lessee is the current lessee under the Lease.
- E. The Lessee wishes to surrender all the Lessee's estate and interest in the Lease as from 30 April 2017 ("**Date of Surrender**") and as from the Date of Surrender to be released from all of the obligations imposed on the Lessee under the Lease.
- F. KiwiRail agrees to the Lessee surrendering all the Lessee's estate and interest in the Lease as from the Date of Surrender, and as from the Date of Surrender agrees to the Lessee being released from all of the obligations imposed on the Lessee an the Lease subject to the following provisions.

OPERATIVE PROVISIONS

1. **Surrender and release:** In consideration of the sum of \$1 paid by the Lessee to KiwiRail (the receipt of which sum is acknowledged) as from the Date of Surrender:
 - (a) the Lessee surrenders to KiwiRail all the Lessee's estate and interest in the Lease;
 - (b) KiwiRail accepts the surrender of all the Lessee's estate and interest in the Lease; and
 - (c) subject to clause 3 KiwiRail releases the Lessee from all of the obligations imposed on the Lessee under the Lease.
2. **Compliance until surrender:** The Lessee shall pay the rent and all other money payable by the Lessee under the Lease and shall comply with all other obligations imposed on the Lessee under the Lease up to and including the Date of Surrender or up to and including the date that the Lessee vacates the Premises, whichever is the later.

3. **Liability to continue:** The surrender of the Lease shall be without prejudice to KiwiRail's right to recover from the Lessee the rent and all other money payable by the Lessee under the Lease up to and including the Date of Surrender, and shall be without prejudice to the rights of any party against any other party in respect of any antecedent breach of any provision contained or implied in the Lease.
4. **Costs:** The reasonable costs and disbursements incurred in respect of the preparation and execution of this deed shall be paid by the Lessee.

SIGNATURES

Executed as a deed by **KiwiRail Limited**
as lessor:

Director/Authorised Signatory

Witness signature

Print Name

Occupation

Address

Executed as a deed by Auckland Transport
as Lessee:

Director

Witness signature

Print Name

Print Name

Occupation

Address

Executed as a deed by Auckland Transport
as Lessee:

Director

Witness signature

Print Name

Print Name

Occupation

Address