

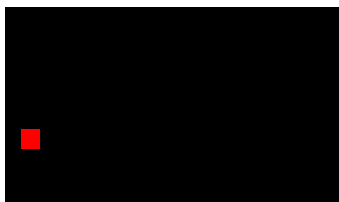


Ref: [REDACTED]

Civic House, 110 Trafalgar Street
PO Box 645, Nelson 7040, New Zealand

29 September 2022

P (03) 546 0200
E LGOIMA@ncc.govt.nz
nelson.govt.nz



Dear [REDACTED],

**OFFICIAL INFORMATION REQUEST FOR LEASE TERMS AND CHARGES FOR LESSEES
AT THE PŪTANGITANGI GREENMEADOWS CENTRE**

I refer to your official information request dated 06 September 2022 for details around the terms and charges for the Lessees at the Pūtangitangi Greenmeadows Centre.

Part of the information you have requested is enclosed. However, we have decided to refuse your request for information that relates to the specific rental charge for each Lessee under the following grounds:

Section 7(2)(h) – enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities (in relation to rental amounts and terms connected with those) and;

Section 7(2)(i) – enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations in relation to negotiations of rental and other sums that are either in play or contemplated) of the Local Government Official Information and Meetings Act.

We do not consider the public interest outweighs the reasons to withhold this information. However, we can confirm that there are a mix of community and commercial rents charged to the Lessees and these range from \$938 - \$23,289 + GST per year.

Copies of the Deeds of Lease, Variations and Renewals are attached for the four Lessees, with all financial information redacted.

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at www.ombudsman.parliament.nz or Freephone 0800 802 602.

If you wish to discuss this decision with us, please feel free to contact Rebecca Van Orden at Rebecca.vanorden@ncc.govt.nz.

Internal Document ID: [REDACTED]

Yours sincerely



Rebecca Van Orden

Manager Property Services

Encl:

Garden Window Café – Deed of Lease and Deed of Variation of Lease
Nelson Cricket Association – Deed of Lease and Deed of Variation of Lease
Stoke Rugby Football Club – Deed of Lease and Deed of Variation of Lease
Stoke Community Centre Inc – Deed of Lease and Deed of Renewal of Lease
Stoke Tennis Club Inc – Deed of Lease and Deed of Variation of Lease

DEED OF LEASE

SIXTH EDITION 2012 (4)

GENERAL address of the premises:

Main Road Stoke, Nelson, known as Greenmeadows Centre

DATE:

26 December 2018

LANDLORD:

NELSON CITY COUNCIL

TENANT:

THE GARDEN WINDOW LIMITED

GUARANTOR:

Lynley Mary GILCHRIST-LUNN



THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND TENANT covenant as set out in the First, Second and Third Schedules.

THE GUARANTOR covenants with the Landlord as set out in the Fourth Schedule.

[Handwritten signature]
NMA

SIGNED by the Landlord *
NELSON CITY COUNCIL

in the presence of:

[Signature]
Witness Signature

Cora Fletcher
Witness Name

Executive Assistant
Witness Occupation

Nile St, Nelson
Witness Address

[Signature]
Signature of Landlord

Nicola Harrison
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

[Signature]
Signature of Landlord

[Signature]
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

SIGNED by the Tenant *
THE GARDEN WINDOW LIMITED

in the presence of:

[Signature]
Witness Signature

Suzanne Cole
Witness Name

Customer Service Team Leader
Witness Occupation

110 Trafalgar St, Nelson
Witness Address



[Signature]
Signature of Tenant

Lynley Mary Gilchrist-Lunn
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

[Signature]
Signature of Tenant

[Signature]
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

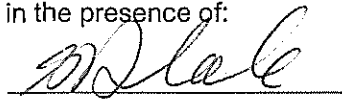
Note: Signing by a company - please refer to the note on page

[Signature]

SIGNED by the Guarantor *

Lynley Mary GILCHRIST-LUNN

in the presence of:



Witness Signature

Suzanne Cole

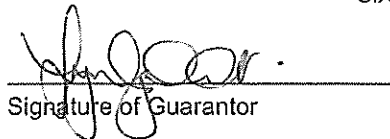
Witness Name

Customer Service Team Leader

Witness Occupation

110 Trafalgar St, Nelson.

Witness Address



Signature of Guarantor

Lynley Mary Gilchrist-Lunn

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Guarantor

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

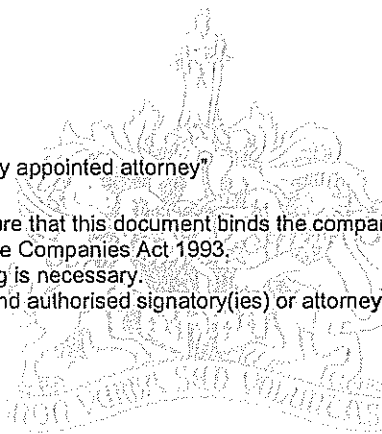
* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.

If two directors sign, no witnessing is necessary.

If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.





FIRST SCHEDULE

1. **PREMISES:** 84m2 more or less being the Exclusive Area together with shared use of the outdoor patio being the Shared Area more particularly defined in clauses 47.1(w) and 47.1(y) of the Lease, being part of and contained within the Landlord's land and buildings located at Main Road Stoke, Nelson and known as Greenmeadows Centre more particularly defined as Part Section 50 Suburban South District and comprised and described in Record of Title NL114/118 and the Premises are held under the Reserves Act 1977 (recreation reserve)
2. **CAR PARKS:** N/A
3. **TERM:** Six (6) years
4. **COMMENCEMENT DATE:** 03 January 2019
5. **RIGHTS OF RENEWAL:** Three (3) rights of two (2) years each
6. **RENEWAL DATES:** 03 January 2025, and 03 January 2027, and 03 January 2029
7. **FINAL EXPIRY DATE:** 02 January 2031
8. **ANNUAL RENT:**

Premises	\$ [REDACTED]	plus GST
Car Parks	\$ N/A	plus GST
TOTAL	\$ [REDACTED]	plus GST

(Subject to review if applicable)

* subject to Further Term 48.
9. **MONTHLY RENT:** \$ [REDACTED] plus GST
10. **RENT PAYMENT DATES:** The 1st day of each month commencing on the 1st day of June 2019 refer to Further Term 48.4
11. **RENT REVIEW DATES:**

(Specify review type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified there will be no reviews. Where there is a conflict in dates, the market rent review date will apply.)

 1. Market rent review dates:
Every six (6) years from the Commencement Date
 2. CPI rent review dates:
Every two (2) years from the Commencement Date
12. **DEFAULT INTEREST RATE:** A rate per annum equal to 5% per annum above the 90 day bank bill rate published by the Reserve Bank of New Zealand fixed on a monthly basis on the first day of each month and where such rate is not published, on the next day when such rate is published, or an equivalent rate should the 90 day bank bill rate not exist.
13. **BUSINESS USE:** Operation of a Café provided that opening hours shall be no earlier than 7:30am and (subclause 16.1) no later than 10pm, 7 days a week.

14. LANDLORD'S INSURANCE:

(subclause 23.1)

(Delete or amend extent of cover as appropriate)

- (1) Cover for the building against damage and destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; on the following basis:

- (a) Full replacement and reinstatement (including loss damage or destruction of windows and other glass);

OR

- ~~(b) Indemnity to full insurable value (including loss damage or destruction of windows and other glass);~~

(Delete either (a) or (b): if neither option is deleted, then option (a) applies)

- ~~(2) Cover for the following additional risks:~~

- ~~(a) (i) 12 months~~

OR

- ~~(ii) _____ months~~

~~indemnity in respect of consequential loss of rent and outgoings;~~

- ~~(b) Loss damage or destruction of any of the Landlord's fixtures fittings and chattels;~~

- ~~(c) Public liability~~

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed then option (ii) applies)

15. NO ACCESS PERIOD:

(subclause 27.6)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)

- (1) 9 months

OR

- ~~(2) _____~~

16. PROPORTION OF OUTGOINGS:

(subclause 3.1)

- 15 % which at commencement date is estimated to be \$ ~~1000~~ ~~which is not subject to any local authority rates or charges~~ Plus GST per annum excluding electricity which shall be metered separately and of which 100% will be payable by the Tenant.

17. LIMITED LIABILITY TRUSTEE: N/A

(subclause 45.2)

18. OUTGOINGS:

(clause 3)

- ~~(1) Rates or levies payable to any local or territorial authority;~~

- (2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.

- (3) Rubbish collection and recycling charges.

- (4) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.

- (5) Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees (subject to subclause 23.2).

- (6) Service contract charges for air conditioning, lifts, other building services and security services.

- (7) Cleaning, maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services.

- (8) The provisioning of toilets and other shared facilities.

- (9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.

- ~~(10) Yard and car parking area maintenance and repair charges but excluding charges for repaving or resealing.~~

- ~~(11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses.~~

- (12) Management expenses (subject to subclause 3.7).

- (13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.

Handwritten signature and date 7/1/14

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 1.1 The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

Market Rent Review

- 2.1 The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be determined as follows:
- (a) Either party may not earlier than 3 months prior to a market rent review date and not later than the next rent review date (regardless of whether the next rent review date is a market or CPI rent review date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date.
 - (b) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 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 market rent, then the new rent shall be determined in accordance with subclause 2.2.
 - (c) 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.
 - (d) Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term immediately before the relevant market rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to subclause 2.3 and 2.4.
 - (e) The annual rent agreed, determined or imposed pursuant to subclause 2.1 shall be the annual rent payable as from the relevant market rent review date.
 - (f) The market rent review at the option of either party may be recorded in a deed.

Rent Determinations

- 2.2 Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:
- (a) By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - (b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (1) Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent.
 - (2) If the party receiving a notice fails to appoint a valuer within the 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.
 - (3) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.
 - (4) The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert.
 - (5) Each party shall be given the opportunity to make written or 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 of the representations but not be bound by them.
 - (6) The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party.
 - (7) If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this subclause 2.2.

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

Interim Market Rent

- 2.3 Pending determination of the new rent, the Tenant shall from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:
- (a) 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
 - (b) if only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - (c) if no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date,
- but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.
- The interim rent shall be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 2.4, shall not be subject to adjustment.
- 2.4 Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

CPI Rent Review

2.5 The annual rent payable from each CPI rent review date shall be determined as follows:

- (a) The Landlord shall adjust the annual rent on the basis of increases (and not decreases) in the CPI by giving notice to the Tenant of the increase (if any) using the formula:

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

Where:

A = the CPI reviewed 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 rent review date or if there is no previous rent review date, the commencement date of the then current term of the 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 date of the preceding term)

where (C+D) shall not be less than 1.

- (b) If the CPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the CPI, or a resetting of the CPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.
- (c) If the relevant CPI 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 rent (if necessary) with effect from the relevant CPI rent review date.
- (d) Notwithstanding any other provision of subclause 2.5, the annual rent payable as from the relevant CPI rent review date shall not be less than the annual rent payable immediately preceding the CPI rent review date (and in the case where the relevant CPI rent review date is a renewal date, the annual rent payable at the expiry of the preceding term).

2.6 The new rent determined pursuant to subclause 2.5 shall be payable from the relevant CPI rent review date once it is determined by the Landlord giving notice under that subclause. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the CPI rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.

Outgoings

- 3.1 The Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration. Electricity shall be separately metered for the Premises and the Tenant shall **
- 3.2 The Landlord shall vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing.
- 3.3 If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing shall not be payable by the Tenant.
- 3.4 The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 The outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of a reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 After the 31st March in each year of the term or other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7 Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.

Goods and Services Tax

- 4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rental and other payments payable by the Tenant under this lease. 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 upon demand.
- 4.2 If the Tenant shall make default in payment of the rental or other moneys payable under this lease and the Landlord becomes liable to pay Default GST then the Tenant shall on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under subclause 5.1.

Interest on Unpaid Money

- 5.1 If the Tenant defaults in payment of the rent or other moneys payable under this lease for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.
- 5.2 Unless a contrary intention appears on the front page or elsewhere in this lease the default interest rate is equivalent to 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 cent per annum.

Costs

- ~~6.1 Each party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Tenant shall pay the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between lawyer and client) of and incidental to the enforcement of the Landlord's rights remedies and powers under this lease.~~

LANDLORD'S PAYMENTS**Outgoings**

- 7.1 Subject to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

** pay 100% of the charges for electricity used in the Premises.

MAINTENANCE AND CARE OF PREMISES**Tenant's Obligations**

8.1 The Tenant shall be responsible to:

(a) **Maintain the premises**

In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises in the same clean order repair and condition as they were in at the commencement date of this lease (or where the lease is renewed, the commencement date of the initial term of this lease) and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. The premises condition report (if completed) shall be evidence of the condition of the premises at the commencement date of this lease. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.

(b) **Breakages and minor replacements**

Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors windows light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.

(c) **Painting**

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of this lease (or where the lease is renewed the commencement date of the initial term of this lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord ~~such approval not to be unreasonably withheld.~~

(d) **Floor coverings**

Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord.

(e) **Damage or Loss**

Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.

~~8.2 Where the Tenant is leasing all of the property, the Tenant shall:~~

~~(a) **Care of grounds**~~

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

~~(b) **Water and drainage**~~

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

~~(c) **Other works**~~

~~Carry out those works maintenance and repairs to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.~~

8.3 Notwithstanding subclause 8.1(a) the Tenant shall not be liable for the maintenance or repair of any building services but this subclause shall not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

8.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.

8.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of subclauses 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

Toilets

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

Rubbish Removal

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

Landlord's Maintenance

11.1 The Landlord shall keep and maintain the building, all building services and the car parks in good order and repair and weatherproof but the Landlord shall not be liable for any:

(a) Repair or maintenance which the Tenant is responsible to undertake.

(b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord.

(c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks.

(d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.

11.2 The Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.

11.3 The Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract pursuant to subclauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

Notification of Defects

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

Landlord's Right of Inspection

- 13.1 The Landlord and the Landlord's employees contractors and invitees may at all reasonable times and after having given prior written notice to the Tenant (except in the case of emergencies) enter upon the premises to view their condition.

Landlord may Repair

- 14.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergencies) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works shall be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

Access for Works

- 15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out works to the premises or adjacent premises and to install inspect repair renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs inspections and works shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.
- 15.2 If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in subclause 15.1, then during the period the works are being carried out a fair proportion of the rent and outgoings shall cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under subclause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3 If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in subclause 15.1 to be carried out, the Landlord may give the Tenant reasonable written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings shall cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4 The Landlord shall act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with subclauses 15.1 and 15.3.

USE OF PREMISES**Business Use**

- 16.1 The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use which is:
- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use; and
 - (b) reasonably suitable for the premises; and
 - (c) compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.
- If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.
- 16.2 If any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- 16.3 If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

Lease of Premises and Car Parks Only

- 17.1 The tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation to it other than the rights of use under this lease.

Neglect of Other Tenant

- 18.1 The Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

Signage Signage - Refer Further Term of Lease 59.1 annexed

- ~~19.1 The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name plate signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord but approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned in connection with the signage.~~

Additions, Alterations, Reinstatement and Chattels Removal

- 20.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of this lease the Tenant will at the Tenant's own expense if required by the Landlord no later than the end or earlier termination of the term reinstate the premises. Ownership of the alterations or additions that are not removed by the end or earlier termination of the lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2 The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act and shall provide copies of the building consents and code compliance certificates to the Landlord.

* 16.4 The Tenant shall not change the business use.

- 20.3 The Tenant may at any time before and will if required by the Landlord no later than the end or earlier termination of the term remove all the Tenant's chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to subclause 20.1 the Tenant will make good at the Tenant's own expense all resulting damage and if the chattels are not removed by the end or earlier termination of the term ownership of the chattels may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where subclause 27.5 applies, the time by which the Tenant must remove the chattels and to make good all resulting damage will be extended to 5 working days after access to the premises is available.
- 20.4 The cost of making good resulting damage and the cost of removal of the Tenant's chattels shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

Compliance with Statutes and Regulations

- 21.1 The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant provided that:
- (a) The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
 - (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
 - (c) The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from a competent authority under this subclause.
- 21.2 If the Landlord is obliged by any legislation or requirement of any competent authority to expend moneys during the term of this lease or any renewed term on any improvement addition or alteration to the property which is not the Tenant's responsibility under subclause 21.1 and the expenditure would be an unreasonable amount then the Landlord may determine this lease. Any dispute as to whether or not the amount to be expended by the Landlord is unreasonable shall be determined by arbitration.
- 21.3 The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.
- 21.4 The Tenant, when undertaking any building work to the premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5 During the term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

No Noxious Use

- 22.1 The Tenant shall not:
- (a) Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of a weight size or shape as is likely to cause damage to the building or any surfaced area.
 - (b) Contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.
 - (c) Use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business.
 - (d) Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

INSURANCE

Landlord shall insure

- 23.1 The Landlord shall at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this subclause becomes unavailable during the term of this lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.
- 23.2 The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured, or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to. If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant will pay the Landlord the amount of the excess not exceeding the sum specified in the list of outgoing in the First Schedule

Tenant not to void insurance

- 24.1 The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- (a) Shall make void or voidable any policy of insurance on the property.
 - (b) May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.
- 24.2 In any case where in breach of subclause 24.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant shall at once compensate the Landlord in full for such loss or damage.

When Tenant to have benefit of Landlord's insurance

- 25.1 Where the property is destroyed or damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this subclause if and to the extent that:
- (a) The destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
 - (b) The destruction or damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (1) occurred on or about the property; and
 - (2) constitutes an imprisonable offence; or
 - (c) Any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES**Total Destruction**

- 26.1 If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- (a) as to render the premises untenable then the term shall at once terminate from the date of destruction or damage; or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- Any termination pursuant to this subclause shall be without prejudice to the rights of either party against the other.

Partial Destruction

- 27.1 If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - (b) all the necessary permits and consents are obtainable,
- the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

No Access in Emergency

- 27.5 If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent reduce or overcome any hazard, harm or loss that may be associated with the emergency including:
- (a) a prohibited or restricted access cordon applying to the premises; or
 - (b) prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
 - (c) restriction on occupation of the premises by any competent authority,
- then a fair proportion of the rent and outgoings shall cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.
- 27.6 This subclause 27.6 applies where subclause 27.5 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the lease being cancelled as provided for in subclauses 26.1 or 27.4. Either party may terminate this lease by giving 10 working days written notice to the other if:
- (a) the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
 - (b) the party that terminates this lease can at any time prior to termination establish with reasonable certainty that the Tenant is unable to gain access to the premises for that period.
- Any termination shall be without prejudice to the rights of either party against the other.

DEFAULT**Cancellation**

- 28.1 The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:
- (a) If the rent shall be in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
 - (b) In case of breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in this lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
 - (c) If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors.
 - (d) In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.

- (e) If the Tenant shall suffer execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000).

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

Essentiality of Payments

- 29.1 Failure to pay rent or other moneys payable under this lease on the due date shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. This entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

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

QUIET ENJOYMENT

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

RENEWAL OF LEASE

- 32.1 If the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of the notice in breach of this lease then the Landlord will grant a new lease for a further term from the renewal date as follows:
- (a) If the renewal date is a market rent review date the annual rent shall be the current market rent which if not agreed on shall be determined in accordance with subclause 2.2 but the annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term.
 - (b) If the renewal date is a CPI rent review date, the annual rent shall be determined in accordance with subclause 2.5.
 - (c) Subject to the provisions of paragraphs (a) and (b) the new lease shall be upon and subject to the covenants and agreements expressed and implied in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date.
 - (d) The annual rent shall be subject to review during the term of the new lease on the rent review dates specified in the First Schedule.
 - (e) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice or the security of a bank guarantee that has been given.
 - (f) If the renewal date is a market rent review date, pending the determination of the rent, the Tenant shall pay an interim rent in accordance with subclauses 2.3 and 2.4.
 - (g) Notwithstanding anything contained in subclause 32.1(f) the interim rent referred to in that subclause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.
 - (h) The parties will not be released by the renewal of the lease from any liability for any breach under this lease.

ASSIGNMENT OR SUBLETTING

- 33.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises, the carparks (if any) or any part of them without first obtaining the written consent of the Landlord which the Landlord shall not unreasonably withhold or delay if the following conditions are fulfilled:
- (a) The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease and in the case of the subtenant the subtenant's commitments under the sublease. The Tenant shall give the Landlord any additional information reasonably required by the Landlord.
 - (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.
 - (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.
 - (d) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia) either a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord or a bank guarantee from a registered trading bank in New Zealand on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease is provided to the Landlord.
 - (e) The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.
- 33.2 Where the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 33.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably withheld or delayed.

UNIT TITLE PROVISIONS

~~34.1~~ Clause 34 applies where the property is part of a unit title development:

Body Corporate

~~34.2~~ The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in subclauses 34.2 to 34.7 "the Act") in respect of the property:

Act and Rules Paramount

~~34.3~~ This lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act:

Insurance

~~34.4~~ Unless the Body Corporate has resolved that the Landlord is to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance cover in accordance with the Act:

Landlord's Obligations

~~34.5~~ The Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act:

Tenant's Obligations

~~34.6~~ The Tenant shall comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property:

Consents

~~34.7~~ Where in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act:

CARPARKS

~~35.1~~ The Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.

~~35.2~~ The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to subclauses 26.1 or 27.3.

~~35.3~~ The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular shall only use the car parks for the parking of one motor vehicle per parking space.

~~35.4~~ The provisions of the Second Schedule shall apply to the car parks as appropriate.

GENERAL**Holding Over**

36.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation shall be a periodic tenancy only terminable by at least 20 working days notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under this lease.

Access for Re-Letting or Sale

37.1 The Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) Any such inspection is at a time which is reasonably convenient to the Tenant and after reasonable written notice.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

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

Affirmation

39.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

Waiver

40.1 No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

41.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest under this lease.

Notices

42.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

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- 42.2 In respect of the means of service specified in subclause 42.1(b)(2), a notice is deemed to have been served:
- (a) In the case of personal delivery, when received by the addressee.
 - (b) In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
 - (c) In the case of facsimile transmission, when sent to the addressee's facsimile number.
 - (d) In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.
- 42.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 42.4 A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 42.5 Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 47.1(p).
- 42.6 Any period of notice required to be given under this agreement shall be computed by excluding the date of service.

Arbitration

- 43.1 The parties shall first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 43.2 Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 43.3 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the president or vice president of the New Zealand Law Society. 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 to this and varied accordingly.
- 43.4 The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in subclause 28.1.

No Implied Terms

- 44.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this lease where allowed.

Limitation of Liability

- ~~45.1 If any person enters into this lease as trustee of a trust, then:~~
- ~~(a) That person warrants that:~~
 - ~~(1) that person has power to enter into this lease under the terms of the trust; and~~
 - ~~(2) that person has properly signed this lease in accordance with the terms of the trust; and~~
 - ~~(3) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and~~
 - ~~(4) all of the persons who are trustees of the trust have approved entry into this lease.~~
 - ~~(b) 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 under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.~~
- ~~45.2 Notwithstanding subclause 45.1, a party to this lease that is named in item 17 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 45.1(b).~~

Counterparts

- 46.1 This lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by facsimile or email.

DEFINITIONS AND INTERPRETATION

- 47.1 In this lease:
- (a) "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
 - (b) "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
 - (c) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
 - (d) "emergency" for the purposes of subclause 27.5 means a situation that:
 - (1) is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service; and
 - (2) causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
 - (3) the event is not caused by any act or omission of the Landlord or Tenant.

- (e) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (f) "premises" includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule.
- (g) "premises condition report" means the report as set out in the Sixth Schedule.
- (h) "renewal" means the granting of a new lease as provided for in subclause 32.1.
- (i) "rules" in clause 34 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (j) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (k) "term" includes, where the context requires, a further term if the lease is renewed.
- (l) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
- (m) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (n) "the property" and "the building" mean the land, building(s) or improvements of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
- (o) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees.
- (p) "working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.
- (q) A reference in this lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (r) A reference to the words "include" or "including" are to be interpreted without limitation.
- (s) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (t) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (u) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (v) Where the Landlord's consent or approval to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
 - (1) must not unreasonably withhold consent or approval, and
 - (2) must, within a reasonable time of the Landlord's consent or approval being requested:
 - (i) grant that consent or approval; or
 - (ii) notify the Tenant in writing that the consent or approval is withheld.
- (w) "Exclusive Area" means 84m2 more or less as shown on the attached diagram marked "A" shaded red and referred to as the "Exclusive" Area.
- (y) "Shared Area" means together the areas as shown on the attached diagram marked "A" shaded blue and referred to as the "Shared" Area.

THIRD SCHEDULE

FURTHER TERMS (if any)

Refer to attached Further Terms



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FOURTH SCHEDULE

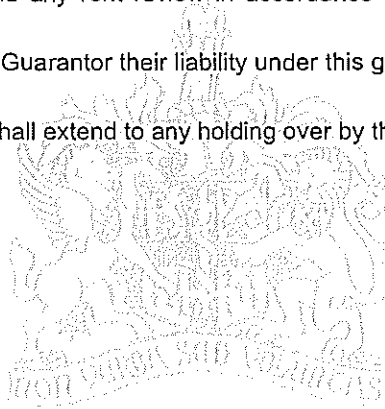
GUARANTEE

IN CONSIDERATION of the Landlord entering into the lease at the Guarantor's request the Guarantor:

- (a) Guarantees payment of the rent and the performance by the Tenant of the covenants in the lease.
- (b) Indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

THE GUARANTOR covenants with the Landlord that:

1. No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.
2. As between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.
3. The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.
4. An assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability.
5. Should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several.
6. The Guarantee and indemnity shall extend to any holding over by the Tenant.



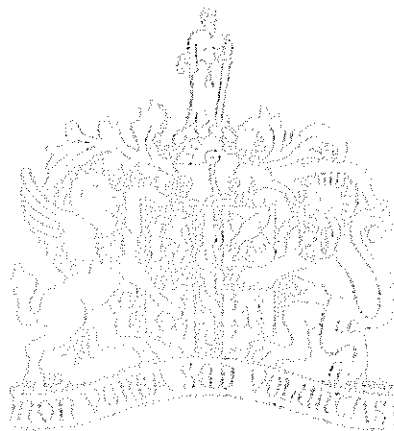
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FIFTH SCHEDULE

LANDLORD'S FIXTURES AND FITTINGS

(Subclause 47.1(f))

1. All fixed cabinetry in the kitchen area, including sink and associated plumbing.
2. The extraction unit.
3. All fixed electrical fixtures and fittings throughout the café (sockets, wiring etc excluding chandeliers).
4. Kitchen flooring.
5. See Attached "Landlord's Fixtures and Fittings"



Handwritten signature or initials.

SIXTH SCHEDULE

PREMISES CONDITION REPORT

(Subclause 8.1)

See Attached "Premises Condition Report"



Signature
NMA

Dated _____

Between
NELSON CITY COUNCIL

Landlord

and
THE GARDEN WINDOW LIMITED

Tenant

and
Lynley Mary GILCHRIST-LUNN

Guarantor



DEED OF LEASE

General address of the premises:

Main Road Stoke, Nelson known as Greenmeadows Centre

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

Further Terms

48.

s.7(2)(h) - enable any local authority holding the information to carry out without prejudice or disadvantage commercial activities

48.1

48.2

48.3

48.4

48.5

49. Tenant to pay Landlord's Costs

49.1 In addition to the rental and other monies reserved by this Lease the Tenant shall pay:

- (a) An administration fee of \$300.00 plus GST to the Landlord on the signing of this Deed;
- (b) The Landlord's legal costs in connection with the preparation, negotiation, execution and stamping of this Lease in excess of \$500.00 plus GST (the Landlord paying the first \$500.00 plus GST);
- (c) The Landlord's legal and administration costs in connection with any variation and renewal of this Lease (including any stamp duty), and the Landlord considering any request by the Tenant for the consent of the Landlord under this Lease;
- (d) The Landlord's costs in obtaining any consents and approvals associated with this Lease; and
- (e) All costs, charges and expenses for which the Landlord shall become liable in consequence of or in connection with any breach or default by the Tenant of this Lease.

50. Mutual Benefit for users of Greenmeadows Reserve

- 50.1 The property is part of a public reserve that serves a range of sporting codes and user groups. The Tenant acknowledges that there is a need for all parties using the reserve to co-operate to the advantage of all and without prejudice to its rights the Tenant agrees to so co-operate wherever reasonably possible.

51. Rules and Directors for Significant Events

- 51.1 The property forms part of Greenmeadows Reserve, a major sporting and recreation venue for Stoke and Nelson. The Landlord for the purpose of hosting a significant event may from time to time during the Term issue to the Tenant rules and directions for use of the property and it shall be the duty of the Tenant to ensure observance of any such rules and directions by any persons using the property pursuant to this Lease.
- 51.2 In the event that Rules and Directions issued under Clause 51.1 require the property to be available for use by any persons other than the Tenant, the Landlord will consult with the Tenant in regard to prescheduled use of the property and endeavour to avoid conflict with prescheduled use of the property.
- 51.3 The Tenant shall comply with the provisions of the Major Events Management Act 2007 ("MEMA") to the extent that MEMA relates to or effects the conduct of the Permitted Use on the property and any use of adjoining Land.

52. Naming Rights

- 52.1 The Tenant has no naming rights in respect of the Property.

53. Health and Safety

- 53.1 The Tenant shall at all times during the term of this Lease comply with its duties and obligations under:
- (a) The Health and Safety at Work Act 2015, any amendments thereof, and any Act in substitution therefor (the Act); and
 - (b) All regulations, rules, guidelines and codes of practice made under the Act from time to time and any amendments thereof.
- 53.2 Without limiting anything in clause 53.1, the Tenant shall:
- (a) Provide and maintain a work environment at the Premises that is without risks to health and safety;
 - (b) Ensure that persons on the Premises, and on land in the vicinity of the Premises, are not exposed to risks to their health and safety that are under the control of the Tenant;

- (c) Develop procedures for dealing with emergencies that may arise on the Premises, and ensure that persons for whom the Tenant is responsible, and employees of such persons, understand and comply with those procedures;
- (d) Ensure that there are in place effective methods for regularly identifying existing and new risks to the health and safety of persons at and in the vicinity of the Premises, and inform the Landlord in writing of all such risks identified by the Tenant;
- (e) Co-operate with and assist the Landlord to comply with the Landlord's duties and obligations in relation to the property and the Premises (if any) under the Act and all regulations, rules, guidelines and codes of practice made thereunder, any amendments thereof, and anything in substitution therefor;
- (f) Provide training, information, instruction and supervision necessary to protect those for whom the Tenant is responsible, and employees of such persons, from risks to their health and safety arising from activities carried out at the Premises;
- (g) Acquire, and keep up to date, knowledge of work health and safety matters;
- (h) Ensure that it has appropriate processes for receiving and considering information regarding incidents, hazards, and risks, and for responding in a timely way to that information.

53.3 In clause 53.2 'health' shall have the meaning given to that word by the Act.

53.4 The Tenant shall immediately give notice to the Landlord of:

- (a) Any damage to property as a result of the Tenant's activities on the Premises;
- (b) Any circumstances occurring within the Premises likely to cause damage to property;
- (c) Any accident that harms any person at the Premises; and
- (d) Any notifiable event (as defined in the Act) occurring at the Premises.

53.5 If the Tenant shall default in carrying out any of its obligations under clauses 53.1 to 53.4 and if the Landlord shall choose to carry out any necessary work to remedy the default then the Tenant shall forthwith upon demand reimburse to the Landlord all money so expended or incurred by the Landlord, without prejudice to any other rights and remedies of the Landlord.

Handwritten signature and initials, possibly 'NMA', in the bottom right corner of the page.

54 Insurance

- 54.1 The Tenant shall take out and maintain public liability insurance for the sum of not less than \$2 million for any one occurrence.
- 54.2 The Tenant shall, within 10 days of the Commencement Date, and at any other time upon request by the Landlord, provide the Landlord with a certificate of currency from an insurer in respect of the insurance policy arranged pursuant to clause 54.1.
- 54.3 If the Tenant shall fail to comply with the requirements of clause 54.1, the Landlord may, without prejudice to the Landlord's other rights and remedies in respect of the breach of this Lease by the Tenant, obtain and maintain insurance cover, and the cost of such insurance shall be paid by the Tenant to the Landlord.

55 Indemnity

- 55.1 The Tenant agrees to occupy and use the Premises at the Tenant's risk and releases to the full extent permitted by law the Landlord, its employees, and agents from all claims and demands of any kind and from all liability which may arise in respect of any damage or injury occurring to any person or property at the Premises.
- 55.2 To the extent permitted by law, the Tenant shall indemnify and keep the Landlord indemnified against all liability, claims, actions, losses, damages, fines, penalties, costs and expenses of any nature which the Landlord may suffer or incur or for which the Landlord may become liable directly or indirectly as a result of:
- (a) Any act or omission of the Tenant or persons for whom the Tenant is responsible;
 - (b) Damage to property or injury to any person at or in the vicinity of the Premises wholly or partly caused by any act or omission by the Tenant or persons for whom the Tenant is responsible;
 - (c) Damage to property or injury to any person caused by the use of the Premises by the Tenant or persons for whom the Tenant is responsible;
 - (d) Damage to property or injury to any person caused by the condition of the Premises such as may be attributable to the Tenant; or
 - (e) Any injury to any person as a result of the failure by the Tenant to comply with its obligations under clause 53 of this Lease.

56 Tenant's Improvements

- 56.1 It is acknowledged and agreed by the Tenant and the Landlord that clause 20 of the Second Schedule applies in full to the Tenant's improvements as described in the Seventh Schedule.

57. Alcohol

- 57.1 The Lessor acknowledges that at the commencement of this Lease the Lessee holds a licence to supply or sell alcohol on the Property. The Lessee may not manufacture alcohol on the Property. At the expiry of the current licence the Lessee shall not supply, manufacture or sell, or permit to be supplied, manufactured or sold, alcohol on the Property and shall not renew the current licence or apply for a new licence to supply or sell alcohol on the Property without the prior written approval of the Lessor. Such approval may be subject to the Lessee having an onsite alcohol management and safe transport policy in place.

58. Landlord as local authority

- 58.1 Nothing in this Lease shall be deemed to amount to a consent, approval or permission by the Landlord in its capacity as a territorial authority or consent authority or other similar capacity under the Resource Management Act 1991, Sale and Supply of Alcohol Act 2012, Building Act 2004 or any other Act, regulation or bylaw, or a representation or warranty that any consent, approval or permission shall issue. It is the sole responsibility of the Tenant to satisfy itself as to the requirements of the Nelson City Council's Resource Management Plan and to obtain any necessary consents, approvals or permits in respect of the Tenant's use of the Premises

59. Architectural Integrity

59.1 Signage

- (a) Signage, insignia, corporate colours and the like shall be placed only on areas of the building designated for such by the Landlord and shall be of a style, size and colour which in the opinion of the Landlord does not adversely affect the appearance of the building or surroundings and does not detract from the main purpose and use of the Greenmeadows Centre. No signs or graphic treatment shall be applied to windows or doors without the Landlord's written approval.
- (b) The Landlord shall permit the Tenant to hang a branded sign against the face of the building on the following terms:
 - (i) The sign is to be erected at the tip of the second bay of the café area being a signage area of approximately 800mm x 3500mm as shown on the Architect's visual plan attached and marked "Plan A". This signage should not dominate the building and hinder Council's own branding;



- (ii) All signage needs to comply with the building code and resource consent requirements;
 - (iii) That such signs be secured in a substantial and proper manner;
 - (iv) That upon expiry of earlier termination of this Lease, the Tenant will at the Tenant's expense remove all names, signs, name-plates, signboards and advertisements, and make good any damage caused by reason of the affixing, painting, exhibiting or removal thereof;
 - (v) The Landlord approves any signage prior to installation such approval to be at the Landlord's sole discretion.
- (c) The Landlord shall permit the Tenant to apply window graphics to the doors in a "stripe" formation approximately mid-way down the doors on the basis that the location and design of these graphics are approved in writing by the Landlord prior to installation.

59.2 Window Treatment

Blinds, drapes, or other window treatments shall be approved in writing by the Landlord with the intent they shall blend appropriately with the exterior décor of the building.

59.3 Exterior and Interior work

No exterior or interior work shall be carried out without the express written approval of the Landlord. Exterior and interior work includes but is not limited to physical alterations, painting, the erection or installation of signage, aerials, satellite dishes, artwork and decoration, and landscaping.

- 59.4 The Tenant shall pay the Landlord's reasonable cost and expense including any architect or such other person's fees in processing and responding to any request for approval made under clauses 59.1, 59.2 and 59.3.

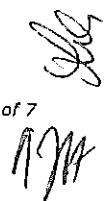
60. Entire Understanding

- 60.1 This Lease embodies the entire understanding and agreement between the parties hereto and any previous representations and arrangements whether express or implied in respect of the subject matter of this Lease are merged herein.
- 60.2 The Landlord and the Tenant shall not be bound by this Lease until this Lease has been signed by the Landlord and the Tenant.

61. Lease of Premises

61.1 The Landlord and the Tenant agree that all buildings and other structures on the Property as at the Commencement Date are owned by the Landlord.

61.2 This Lease is granted pursuant to section 54(1) (d) Reserves Act 1977.

Two handwritten signatures in black ink are located in the bottom right corner of the page. The top signature is a stylized, cursive 'JL' or similar. The bottom signature is a more complex, cursive script, possibly 'JMA' or similar.

FIFTH SCHEDULE
LANDLORDS FIXTURES AND FITTINGS
Condition As New



Extraction Hood - Stainless Steel



Wood Cabinetry on Wall of Kitchen 1



Wood Cabinetry on Wall of Kitchen 2



Stainless Steel Sink & Tiling



*Heating/Cooling Unit
Fuse Box*

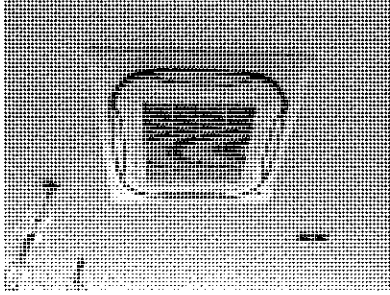
NA



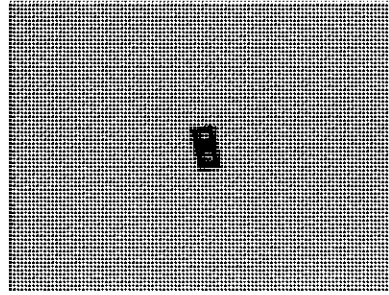
Kitchen Benchtops 1,2 & 3 – Wood Covered with Vinyl



NA



Air Conditioning Unit



Recessed Light in Ceiling

4/16/22

SIXTH SCHEDULE
PREMISES CONDITION REPORT
Condition as New



Shared Toilet Facilities



YH
NMH



Kitchen Area and Kitchen Flooring- Polished Concrete



Cafe Floor Area - some visible cracks



Wall to Rear of Cafe



Window 1 to Courtyard

Handwritten signature



Window 2 to Courtyard



Window 1 to Tennis Courts



Window 2 to Tennis Courts 1



Ceiling to Café



Courtyard Area

Handwritten signature and initials in blue ink.

SEVENTH SCHEDULE
LESSEES IMPROVEMENTS



Stove



Stove Model Details



Fridge



Microwave



Dishwasher



Dishwasher Details

174A



Front Counter



Front Counter

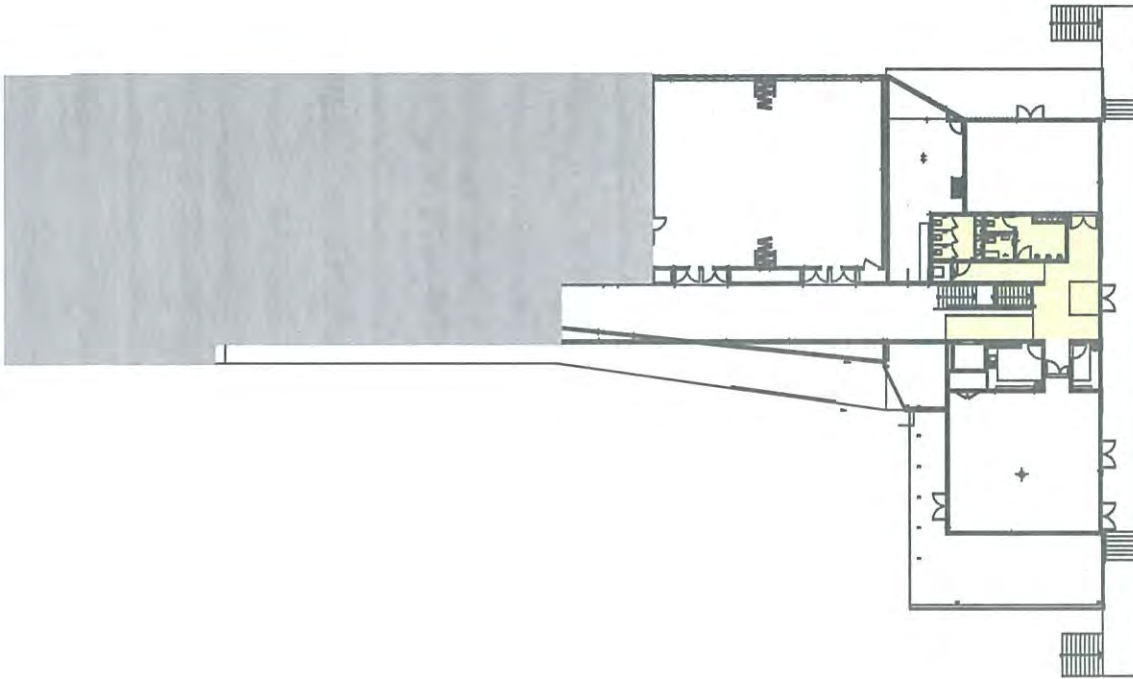


Trellis

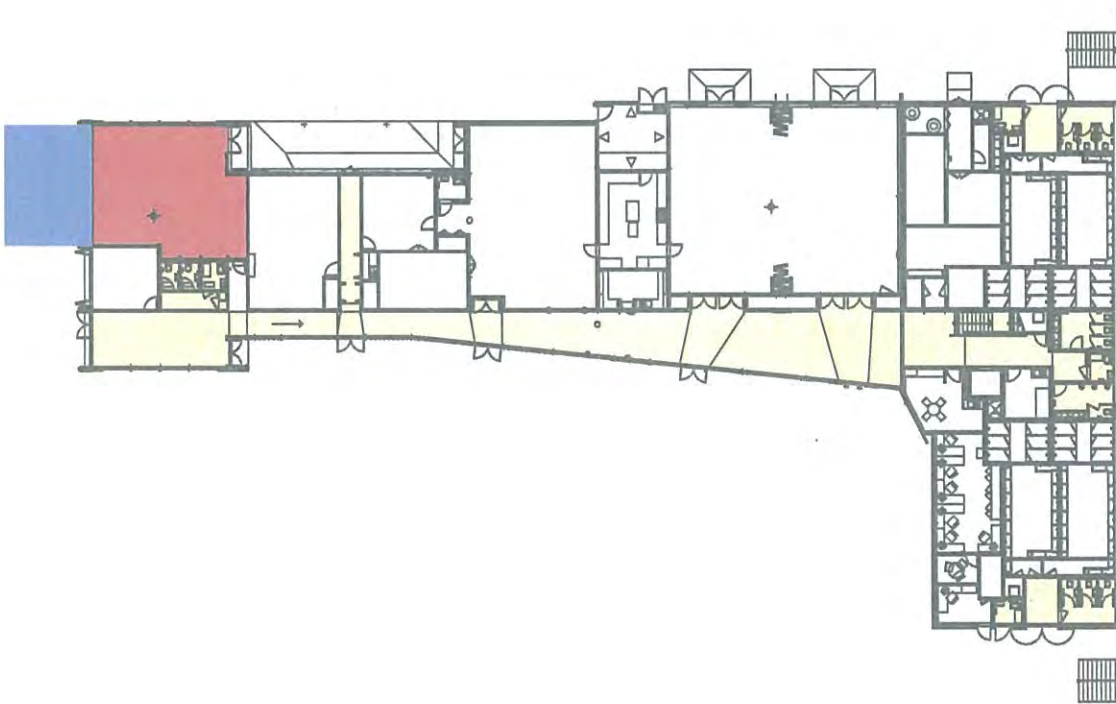


Chandelier

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First Floor



Ground Floor

Garden Window Cafe - Leased Areas

Stoke Community and Sports Facility

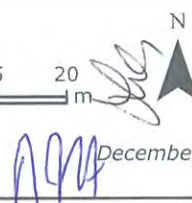


Leased Areas

- Exclusive
- Shared
- Common Area



Scale 1:500



December 2018

Dated

05. October 2020

Between

Nelson City Council

Landlord

and

The Garden Window Limited

Tenant

and

Lynley Mary Gilchrist-Lunn

Guarantor



DEED OF VARIATION OF LEASE

General address of the premises:

Main Road, Stoke, Nelson known as the Greenmeadows Centre

Hamish.Fletcher Lawyers
PO Box 1673
Nelson 7040
Ph: (03) 539 0210
Fax: (03) 539 0215

THIRD SCHEDULE

FURTHER TERMS (if any)

12.0 Variation

s.7(2)(h) - enable any local authority holding the information to carry out without prejudice or disadvantage commercial activities



Handwritten signature in blue ink, possibly reading 'J. A. A.' or similar.

FIRST SCHEDULE

1. **PREMISES:** 84m2 more or less being the exclusive area together with shared use of outdoor patio located at Main Road, Stoke, Nelson (known as the Greenmeadows Centre)
2. **ORIGINAL LEASE DATE:** 20 December 2018
3. **VARIATION DATE:**

Note: Items 4 to 10 are options to be completed as required.

4. **EXTENSION OF CURRENT TERM**

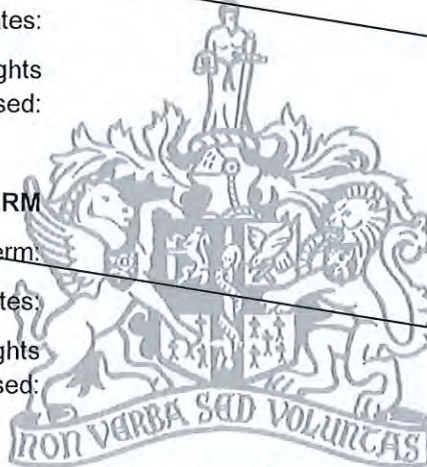
Term:
Expiry date of extended term:
Renewal dates:
Final expiry date if all rights
of renewal exercised:

5. **FURTHER RIGHTS OF RENEWAL**

Number of rights and term:
Renewal dates:
Final expiry date if all rights
of renewal exercised:

6. **REDUCTION OF LEASE TERM**

Reduced term:
Renewal dates:
Final expiry date if all rights
of renewal exercised:



7. VARIED ANNUAL RENT:	Premises	\$	plus GST
(Subject to review if applicable)	Car Parks	\$	plus GST
	TOTAL	\$	plus GST

8. **VARIED MONTHLY RENT:** \$ plus GST

9. **VARIED RENT PAYMENT DATES:** The day of each month commencing on the day of

10. **VARIED RENT REVIEW DATES:**

(Specify review type and insert dates for relevant term, renewal dates and renewal terms. Unless dates are specified there will be no varied review dates. Where there is a conflict in dates, the market rent review date will apply.)

1. Market rent review dates:
2. CPI rent review dates:

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SECOND SCHEDULE

INTERPRETATION

- 1.1 In this deed unless the context otherwise requires a different interpretation:
- (1) "Landlord" and "Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
 - (2) "lease" means the deed of lease of the premises dated as specified in the First Schedule and includes any variation, renewal, or extension of the lease.
 - (3) "premises" means the premises as specified in the First Schedule (including car parks (if any)) leased pursuant to the lease.
 - (4) "variation date" is the date specified in the First Schedule on which the terms and conditions of this deed will commence to have effect on the lease.
- 1.2 This deed is supplemental to the lease and expressions and definitions used in this deed have the same meaning given to them in the lease. In the event of conflict between the provisions of this deed and the provisions of the lease, the provision of the lease shall prevail.
- 1.3 Where obligations bind more than one person those obligations shall bind those persons jointly and severally.

VARIATION DATE

- 2.1 The lease is varied as set out in this deed as from the variation date.

~~EXTENSION OF CURRENT LEASE TERM~~

- ~~3.1 The term of the lease is extended with consequential changes to other dates as specified in Item 4 of the First Schedule.~~

~~FURTHER RIGHTS OF RENEWAL~~

- ~~4.1 Further rights of renewal are granted with consequential changes to other dates as specified in Item 5 of the First Schedule.~~

~~REDUCTION OF LEASE TERM~~

- ~~5.1 The term of the lease is reduced with consequential changes to other dates as specified in Item 6 of the First Schedule.~~

~~RENT AND PAYMENTS~~

- ~~6.1 The rent and rent payment dates in the lease are varied as specified in Items 7, 8 and 9 of the First Schedule.~~

~~CHANGE IN RENT REVIEW DATES AND TYPE~~

- ~~7.1 The rent review dates and review type are varied as specified in Item 10 of the First Schedule.~~

OTHER VARIATIONS

- 8.1 The lease is further varied as set out in the Third Schedule.

CONFIRMATION OF OTHER LEASE COVENANTS

- 9.1 The Tenant acknowledges to the Landlord that the Tenant shall continue to hold the premises on the terms and provisions expressed or implied in the lease subject to the variations set out in this deed. The Tenant covenants with the Landlord that the Tenant shall observe the provisions of the lease as varied by this deed.

COSTS

- 10.1 If the lease provides for the Tenant to pay the Landlord's solicitors costs on any variation of the lease then the Tenant shall pay the costs of this deed. Otherwise, each party shall pay their own costs incurred in relation to this deed.

GUARANTOR'S COVENANT

- 11.1 The Guarantor consents to this deed and confirms to the Landlord that the guarantee remains in effect on the terms set out in the lease as varied by this deed.

SIGNED by the Landlord* Nelson City Council
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Landlord

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Landlord

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

SIGNED by the Tenant* The Garden Window Limited
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Tenant

Lynley Mary Gilchrist-Lunn

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Tenant

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)



SIGNED by the Guarantor* Lynley Mary Gilchrist-Lunn
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

Lynley Mary Gilchrist-Lunn

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Guarantor

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

* if appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.

If two directors sign, no witnessing is necessary.

If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.

DEED OF VARIATION OF LEASE

GENERAL address of the premises:

Main Road, Stoke, Nelson known as the Greenmeadows Centre

DATE:

05 October

2020

LANDLORD: Nelson City Council

TENANT:

The Garden Window Limited

GUARANTOR: Lynley Mary Gilchrist-Lunn



THE LANDLORD AND TENANT vary the lease by the terms and conditions of this deed.

THE LANDLORD, TENANT AND GUARANTOR covenant as set out in the First, Second and Third Schedules.

[Handwritten signature]

DEED OF LEASE

SIXTH EDITION 2012 (4)

GENERAL address of the premises:

Main Road, Stoke, Nelson known as Greenmeadows Centre

DATE:

21 february 2019

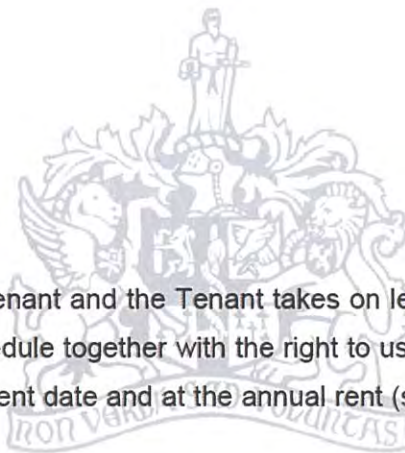
LANDLORD:

NELSON CITY COUNCIL

TENANT:

NELSON CRICKET ASSOCIATION INCORPORATED

GUARANTOR:



THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND TENANT covenant as set out in the First, Second and Third Schedules.

~~**THE GUARANTOR** covenants with the Landlord as set out in the Fourth Schedule.~~

MA R

SIGNED by the Landlord *
NELSON CITY COUNCIL

in the presence of:

[Signature]
Witness Signature

Gina Fletcher
Witness Name

Executive Assistant
Witness Occupation

Nile St Nelson
Witness Address

[Signature]
Signature of Landlord

Nicole Harrison
Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory) CM Corp Services

Signature of Landlord

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

SIGNED by the Tenant *
NELSON CRICKET ASSOCIATION INCORPORATED

in the presence of:

[Signature]
Witness Signature

Jus Reed
Witness Name

Leases Officer
Witness Occupation

110 Trafalgar St
Witness Address

[Signature]
Signature of Tenant

DAVID JOHN COONRO
Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Tenant

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company - please refer to the note on page

~~SIGNED~~ by the Guarantor *

in the presence of:

Signature of Guarantor

Witness Signature

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

Witness Name

Witness Occupation

Witness Address

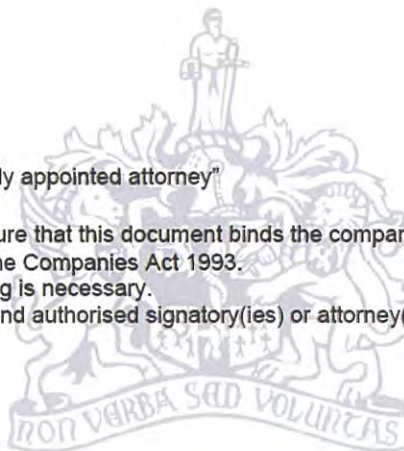
Signature of Guarantor

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: **Signing by a company** – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.
 If two directors sign, no witnessing is necessary.
 If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.



FIRST SCHEDULE

1. **PREMISES:** As set out in the Third Schedule Further Term 48

2. **CAR PARKS:** N/A

3. **TERM:** Five (5) years
4. **COMMENCEMENT DATE:** 15 January 2019
5. **RIGHTS OF RENEWAL:** One (1) right of five (5) years
6. **RENEWAL DATES:** 01 October 2023
7. **FINAL EXPIRY DATE:** 31 March 2029

8. **ANNUAL RENT:**

Premises	\$ [REDACTED]	plus GST
(Subject to review if applicable)	Car Parks \$ [REDACTED]	plus GST
	TOTAL \$ [REDACTED]	plus GST

9. **MONTHLY RENT:** \$ [REDACTED] plus GST
10. **RENT PAYMENT DATES:** The day of each month commencing on the day of 20

11. **RENT REVIEW DATES:** (Specify review type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified there will be no reviews. Where there is a conflict in dates, the market rent review date will apply.)
 1. ~~Market rent review dates:~~ Two (2) years from the Commencement Date and then every three (3) years thereafter
Refer to clause 51
 2. ~~CPI rent review dates.~~

A rate per annum equal to 5% per annum above the 90 day bank bill rate published by the Reserve Bank of New Zealand fixed on a monthly basis on the first day of each month and where such rate is not published, on the next day when such rate is published, or an equivalent rate should the 90 day bank bill rate not exist.
12. **DEFAULT INTEREST RATE:** _____ % per annum
(subclause 5.1)
13. **BUSINESS USE:** The playing of cricket and such other activities as are associated with a cricket (subclause 16.1) association, including a clubroom.

14. LANDLORD'S INSURANCE:

(subclause 23.1)

(Delete or amend extent of cover as appropriate)

(Delete either (a) or (b): if neither option is deleted, then option (a) applies)

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed then option (ii) applies)

- (1) Cover for the building against damage and destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; on the following basis:

- (a) Full replacement and reinstatement (including loss damage or destruction of windows and other glass);

OR

- ~~(b) Indemnity to full insurable value (including loss damage or destruction of windows and other glass):~~

- ~~(2) Cover for the following additional risks:~~

- ~~(a) (i) 12 months~~

OR

- ~~(ii) _____ months~~

~~indemnity in respect of consequential loss of rent and outgoings:~~

- ~~(b) Loss damage or destruction of any of the Landlord's fixtures fittings and chattels:~~

- ~~(c) Public liability~~

15. NO ACCESS PERIOD:

(subclause 27.6)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)

- (1) 9 months

OR

- ~~(2) _____~~

16. PROPORTION OF OUTGOINGS:

(subclause 3.1)

% which at commencement date is estimated

to be \$

Plus GST per annum

17. LIMITED LIABILITY TRUSTEE:

(subclause 45.2)

18. OUTGOINGS:

(clause 3)

- (1) Rates or levies payable to any local or territorial authority;
- (2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges;
- (3) Rubbish collection and recycling charges;
- (4) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment;
- (5) Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees (subject to subclause 23.2);
- (6) Service contract charges for air conditioning, lifts, other building services and security services;
- (7) Cleaning, maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services;
- (8) The provisioning of toilets and other shared facilities;
- (9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences;
- (10) Yard and car parking area maintenance and repair charges but excluding charges for repaving or resealing;
- (11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses;
- (12) Management expenses (subject to subclause 3.7);
- (13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 100 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 1.1 The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

Market Rent Review

- 2.1 ~~The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be determined as follows:~~
- ~~(a) Either party may not earlier than 3 months prior to a market rent review date and not later than the next rent review date (regardless of whether the next rent review date is a market or GPI rent review date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date.~~
 - ~~(b) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 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 market rent, then the new rent shall be determined in accordance with subclause 2.2.~~
 - ~~(c) 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.~~
 - ~~(d) Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term.~~
 - ~~(e) The annual rent agreed, determined or imposed pursuant to subclause 2.1 shall be the annual rent payable as from the relevant market rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to subclause 2.3 and 2.4.~~
 - ~~(f) The market rent review at the option of either party may be recorded in a deed.~~

Rent Determinations

- 2.2 ~~Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:~~
- ~~(a) By one party giving written notice to the other requiring the new rent to be determined by arbitration; or~~
 - ~~(b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:~~
 - ~~(1) Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent.~~
 - ~~(2) If the party receiving a notice fails to appoint a valuer within the 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.~~
 - ~~(3) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.~~
 - ~~(4) The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert.~~
 - ~~(5) Each party shall be given the opportunity to make written or 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 of the representations but not be bound by them.~~
 - ~~(6) The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party.~~
 - ~~(7) If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this subclause 2.2.~~

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

Interim Market Rent

- 2.3 ~~Pending determination of the new rent, the Tenant shall from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:~~
- ~~(a) 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~~
 - ~~(b) if only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or~~
 - ~~(c) if no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date;~~
- ~~but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.~~
- ~~The interim rent shall be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 2.4, shall not be subject to adjustment.~~
- 2.4 ~~Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.~~

GPI Rent Review

~~2.5 The annual rent payable from each GPI rent review date shall be determined as follows:~~

- ~~(a) The Landlord shall adjust the annual rent on the basis of increases (and not decreases) in the GPI by giving notice to the Tenant of the increase (if any) using the formula:~~

$$\text{A} = \text{B} \times (\text{C} \div \text{D})$$

~~Where:~~

~~A — the GPI reviewed rent from the relevant GPI rent review date~~

~~B — the annual rent payable immediately before the relevant GPI rent review date~~

~~C — GPI for the quarter year ending immediately before the relevant GPI rent review date~~

~~D — GPI for the quarter year ending immediately before the last rent review date or if there is no previous rent review date, the commencement date of the then current term of the lease (and in the case where A is the GPI 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 date of the preceding term)~~

~~where (C ÷ D) shall not be less than 1.~~

- ~~(b) If the GPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the GPI, or a resetting of the GPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.~~

- ~~(c) If the relevant GPI is not published at the relevant GPI rent review date, as soon as the GPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant GPI rent review date.~~

- ~~(d) Notwithstanding any other provision of subclause 2.5, the annual rent payable as from the relevant GPI rent review date shall not be less than the annual rent payable immediately preceding the GPI rent review date (and in the case where the relevant GPI rent review date is a renewal date, the annual rent payable at the expiry of the preceding term).~~

~~2.6 The new rent determined pursuant to subclause 2.5 shall be payable from the relevant GPI rent review date once it is determined by the Landlord giving notice under that subclause. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the GPI rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.~~

Outgoings

- 3.1 The Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 The Landlord shall vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing.
- 3.3 If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing shall not be payable by the Tenant.
- 3.4 The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 The outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of a reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 After the 31st March in each year of the term or other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7 Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.

Goods and Services Tax

- 4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rental and other payments payable by the Tenant under this lease. 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 upon demand.
- 4.2 If the Tenant shall make default in payment of the rental or other moneys payable under this lease and the Landlord becomes liable to pay Default GST then the Tenant shall on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under subclause 5.1.

Interest on Unpaid Money

- 5.1 If the Tenant defaults in payment of the rent or other moneys payable under this lease for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.
- 5.2 Unless a contrary intention appears on the front page or elsewhere in this lease the default interest rate is equivalent to 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 cent per annum.

Costs

- ~~6.1 Each party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Tenant shall pay the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between lawyer and client) of and incidental to the enforcement of the Landlord's rights remedies and powers under this lease.~~

LANDLORD'S PAYMENTS**Outgoings**

- 7.1 Subject to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

MAINTENANCE AND CARE OF PREMISES**Tenant's Obligations**

8.1 The Tenant shall be responsible to:

(a) **Maintain the premises**

In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises in the same clean order repair and condition as they were in at the commencement date of this lease (or where the lease is renewed, the commencement date of the initial term of this lease) and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. The premises condition report (if completed) shall be evidence of the condition of the premises at the commencement date of this lease. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.

(b) **Breakages and minor replacements**

Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors windows light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.

(c) **Painting**

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of this lease (or where the lease is renewed the commencement date of the initial term of this lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord such approval not to be unreasonably withheld.

(d) **Floor coverings**

Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord.

(e) **Damage or Loss**

Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.

~~8.2 Where the Tenant is leasing all of the property, the Tenant shall:~~

~~(a) **Care of grounds**~~

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

~~(b) **Water and drainage**~~

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

~~(c) **Other works**~~

~~Carry out those works maintenance and repairs to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.~~

8.3 Notwithstanding subclause 8.1(a) the Tenant shall not be liable for the maintenance or repair of any building services but this subclause shall not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

8.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.

8.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of subclauses 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

Toilets

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

Rubbish Removal

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

Landlord's Maintenance

11.1 The Landlord shall keep and maintain the building, all building services and the car parks in good order and repair and weatherproof but the Landlord shall not be liable for any:

(a) Repair or maintenance which the Tenant is responsible to undertake.

(b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord.

(c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks.

(d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.

11.2 The Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.

11.3 The Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract pursuant to subclauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

Notification of Defects

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

Landlord's Right of Inspection

- 13.1 The Landlord and the Landlord's employees contractors and invitees may at all reasonable times and after having given prior written notice to the Tenant (except in the case of emergencies) enter upon the premises to view their condition.

Landlord may Repair

- 14.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergencies) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works shall be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

Access for Works

- 15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out works to the premises or adjacent premises and to install inspect repair renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs inspections and works shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.
- 15.2 If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in subclause 15.1, then during the period the works are being carried out a fair proportion of the rent and outgoings shall cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under subclause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3 If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in subclause 15.1 to be carried out, the Landlord may give the Tenant reasonable written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings shall cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4 The Landlord shall act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with subclauses 15.1 and 15.3.

USE OF PREMISES**Business Use**

- 16.1 The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use which is:
- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use; and
 - (b) reasonably suitable for the premises; and
 - (c) compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.
- If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.
- 16.2 If any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- 16.3 If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

Lease of Premises and Car Parks Only

- 17.1 The tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation to it other than the rights of use under this lease.

Neglect of Other Tenant

- 18.1 The Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

Signage

- 19.1 The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord but approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned in connection with the signage.

Additions, Alterations, Reinstatement and Chattels Removal

- 20.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of this lease the Tenant will at the Tenant's own expense if required by the Landlord no later than the end or earlier termination of the term reinstate the premises. Ownership of the alterations or additions that are not removed by the end or earlier termination of the lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2 The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act and shall provide copies of the building consents and code compliance certificates to the Landlord.

- 16.4 The Tenant shall not change the business use.

- 20.3 The Tenant may at any time before and will if required by the Landlord no later than the end or earlier termination of the term remove all the Tenant's chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to subclause 20.1 the Tenant will make good at the Tenant's own expense all resulting damage and if the chattels are not removed by the end or earlier termination of the term ownership of the chattels may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where subclause 27.5 applies, the time by which the Tenant must remove the chattels and to make good all resulting damage will be extended to 5 working days after access to the premises is available.
- 20.4 The cost of making good resulting damage and the cost of removal of the Tenant's chattels shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

Compliance with Statutes and Regulations

- 21.1 The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant provided that:
- The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
 - The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
 - The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from a competent authority under this subclause.
- 21.2 If the Landlord is obliged by any legislation or requirement of any competent authority to expend moneys during the term of this lease or any renewed term on any improvement addition or alteration to the property which is not the Tenant's responsibility under subclause 21.1 and the expenditure would be an unreasonable amount then the Landlord may determine this lease. Any dispute as to whether or not the amount to be expended by the Landlord is unreasonable shall be determined by arbitration.
- 21.3 The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.
- 21.4 The Tenant, when undertaking any building work to the premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5 During the term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

No Noxious Use

- 22.1 The Tenant shall not:
- Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of a weight size or shape as is likely to cause damage to the building or any surfaced area.
 - Contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.
 - Use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business.
 - Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

INSURANCE

Landlord shall insure

- 23.1 The Landlord shall at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this subclause becomes unavailable during the term of this lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.
- 23.2 The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured, or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to. If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant will pay the Landlord the amount of the excess not exceeding the sum specified in the list of outgoings in the First Schedule

Tenant not to void insurance

- 24.1 The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- Shall make void or voidable any policy of insurance on the property.
 - May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.
- 24.2 In any case where in breach of subclause 24.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant shall at once compensate the Landlord in full for such loss or damage.

When Tenant to have benefit of Landlord's insurance

- 25.1 Where the property is destroyed or damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this subclause if and to the extent that:
- (a) The destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
 - (b) The destruction or damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (1) occurred on or about the property; and
 - (2) constitutes an imprisonable offence; or
 - (c) Any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES**Total Destruction**

- 26.1 If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- (a) as to render the premises untenable then the term shall at once terminate from the date of destruction or damage; or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- Any termination pursuant to this subclause shall be without prejudice to the rights of either party against the other.

Partial Destruction

- 27.1 If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - (b) all the necessary permits and consents are obtainable,
- the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

No Access in Emergency

- 27.5 If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent reduce or overcome any hazard, harm or loss that may be associated with the emergency including:
- (a) a prohibited or restricted access cordon applying to the premises; or
 - (b) prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
 - (c) restriction on occupation of the premises by any competent authority,
- then a fair proportion of the rent and outgoings shall cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.
- 27.6 This subclause 27.6 applies where subclause 27.5 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the lease being cancelled as provided for in subclauses 26.1 or 27.4. Either party may terminate this lease by giving 10 working days written notice to the other if:
- (a) the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
 - (b) the party that terminates this lease can at any time prior to termination establish with reasonable certainty that the Tenant is unable to gain access to the premises for that period.
- Any termination shall be without prejudice to the rights of either party against the other.

DEFAULT**Cancellation**

- 28.1 The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:
- (a) If the rent shall be in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
 - (b) In case of breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in this lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
 - (c) If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors.
 - (d) In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.

- (e) If the Tenant shall suffer execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000).

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

Essentiality of Payments

- 29.1 Failure to pay rent or other moneys payable under this lease on the due date shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. This entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

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

QUIET ENJOYMENT

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

RENEWAL OF LEASE

- 32.1 If the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of the notice in breach of this lease then the Landlord will grant a new lease for a further term from the renewal date as follows:
- If the renewal date is a market rent review date the annual rent shall be the current market rent which if not agreed on shall be determined in accordance with subclause 2.2 but the annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term.
 - If the renewal date is a CPI rent review date, the annual rent shall be determined in accordance with subclause 2.5.
 - Subject to the provisions of paragraphs (a) and (b) the new lease shall be upon and subject to the covenants and agreements expressed and implied in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date.
 - The annual rent shall be subject to review during the term of the new lease on the rent review dates specified in the First Schedule.
 - The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice or the security of a bank guarantee that has been given.
 - If the renewal date is a market rent review date, pending the determination of the rent, the Tenant shall pay an interim rent in accordance with subclauses 2.3 and 2.4.
 - Notwithstanding anything contained in subclause 32.1(f) the interim rent referred to in that subclause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.
 - The parties will not be released by the renewal of the lease from any liability for any breach under this lease.

ASSIGNMENT OR SUBLETTING

- 33.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises, the carpark(s) (if any) or any part of them ~~without first obtaining the written consent of the Landlord which the Landlord shall not unreasonably withhold or delay if the following conditions are fulfilled:~~
- ~~The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease and in the case of the subtenant the subtenant's commitments under the sublease. The Tenant shall give the Landlord any additional information reasonably required by the Landlord.~~
 - ~~All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.~~
 - ~~In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.~~
 - ~~In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia) either a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord or a bank guarantee from a registered trading bank in New Zealand on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease is provided to the Landlord.~~
 - ~~The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.~~
- 33.2 ~~Where the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.~~
- 33.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably withheld or delayed.

UNIT TITLE PROVISIONS

~~34.1~~ Clause 34 applies where the property is part of a unit title development.

Body Corporate

~~34.2~~ The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in subclauses 34.2 to 34.7 "the Act") in respect of the property.

Act and Rules Paramount

~~34.3~~ This lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

Insurance

~~34.4~~ Unless the Body Corporate has resolved that the Landlord is to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance cover in accordance with the Act.

Landlord's Obligations

~~34.5~~ The Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

Tenant's Obligations

~~34.6~~ The Tenant shall comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property.

Consents

~~34.7~~ Where in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act.

CARPARKS

~~35.1~~ The Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.

~~35.2~~ The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to subclauses 26.1 or 27.3.

~~35.3~~ The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular shall only use the car parks for the parking of one motor vehicle per parking space.

~~35.4~~ The provisions of the Second Schedule shall apply to the car parks as appropriate.

GENERAL**Holding Over**

36.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation shall be a periodic tenancy only terminable by at least 20 working days notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under this lease.

Access for Re-Letting or Sale

37.1 The Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) Any such inspection is at a time which is reasonably convenient to the Tenant and after reasonable written notice.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

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

Affirmation

39.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

Waiver

40.1 No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

41.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest under this lease.

Notices

42.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

- 42.2 In respect of the means of service specified in subclause 42.1(b)(2), a notice is deemed to have been served:
- In the case of personal delivery, when received by the addressee.
 - In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
 - In the case of facsimile transmission, when sent to the addressee's facsimile number.
 - In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.
- 42.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 42.4 A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 42.5 Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 47.1(p).
- 42.6 Any period of notice required to be given under this agreement shall be computed by excluding the date of service.

Arbitration

- 43.1 The parties shall first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 43.2 Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 43.3 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the president or vice president of the New Zealand Law Society. 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 to this and varied accordingly.
- 43.4 The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in subclause 28.1.

No Implied Terms

- 44.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this lease where allowed.

Limitation of Liability

- 45.1 ~~If any person enters into this lease as trustee of a trust, then:~~
- ~~That person warrants that:~~
 - ~~that person has power to enter into this lease under the terms of the trust; and~~
 - ~~that person has properly signed this lease in accordance with the terms of the trust; and~~
 - ~~that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and~~
 - ~~all of the persons who are trustees of the trust have approved entry into this lease.~~
 - ~~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 under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.~~
- 45.2 ~~Notwithstanding subclause 45.1, a party to this lease that is named in item 17 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 45.1(b).~~

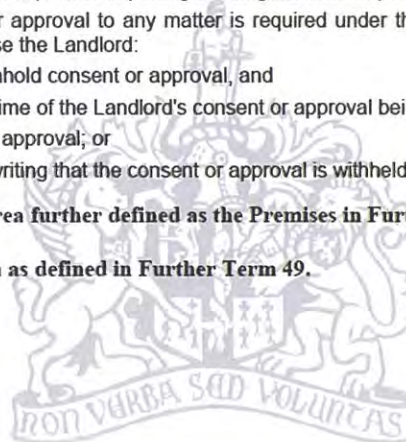
Counterparts

- 46.1 This lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by facsimile or email.

DEFINITIONS AND INTERPRETATION

- 47.1 In this lease:
- "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
 - "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
 - "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
 - "emergency" for the purposes of subclause 27.5 means a situation that:
 - is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service; and
 - causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
 - the event is not caused by any act or omission of the Landlord or Tenant.

- (e) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (f) "premises" includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule.
- (g) "premises condition report" means the report as set out in the Sixth Schedule.
- (h) "renewal" means the granting of a new lease as provided for in subclause 32.1.
- (i) "rules" in clause 34 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (j) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (k) "term" includes, where the context requires, a further term if the lease is renewed.
- (l) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
- (m) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (n) "the property" and "the building" mean the land, building(s) or improvements of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
- (o) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees.
- (p) "working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.
- (q) A reference in this lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (r) A reference to the words "include" or "including" are to be interpreted without limitation.
- (s) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (t) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (u) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (v) Where the Landlord's consent or approval to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
 - (1) must not unreasonably withhold consent or approval, and
 - (2) must, within a reasonable time of the Landlord's consent or approval being requested:
 - (i) grant that consent or approval; or
 - (ii) notify the Tenant in writing that the consent or approval is withheld.
- (w) **"Exclusive Area" means the area further defined as the Premises in Further Term 48.**
- (y) **"Shared Area" means the area as defined in Further Term 49.**



THIRD SCHEDULE

FURTHER TERMS (if any)

Refer to attached



AMU R

FOURTH SCHEDULE

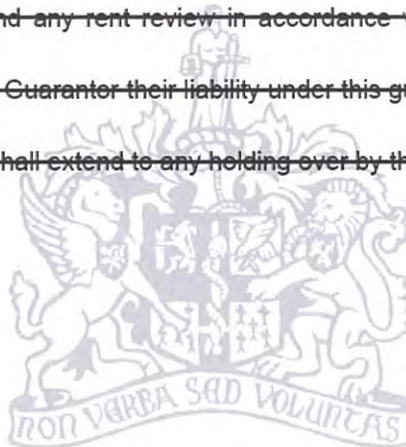
GUARANTEE

~~IN CONSIDERATION~~ of the Landlord entering into the lease at the Guarantor's request the Guarantor:

- ~~(a) Guarantees payment of the rent and the performance by the Tenant of the covenants in the lease;~~
- ~~(b) Indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person;~~

~~THE GUARANTOR~~ covenants with the Landlord that:

- ~~1. No release, delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier;~~
- ~~2. As between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor;~~
- ~~3. The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive the rent;~~
- ~~4. An assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability;~~
- ~~5. Should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several;~~
- ~~6. The Guarantee and indemnity shall extend to any holding over by the Tenant;~~



Handwritten signature in blue ink.

FIFTH SCHEDULE

LANDLORD'S FIXTURES AND FITTINGS

(Subclause 47.1(f))

To be provided prior to the Commencement Date.



Two handwritten signatures in blue ink. The first signature is a stylized, cursive 'M' or 'W'. The second signature is a more fluid, cursive signature.

SIXTH SCHEDULE

PREMISES CONDITION REPORT

(Subclause 8.1)



A handwritten signature in blue ink, consisting of stylized initials followed by a surname.

Dated _____

Between
NELSON CITY COUNCIL

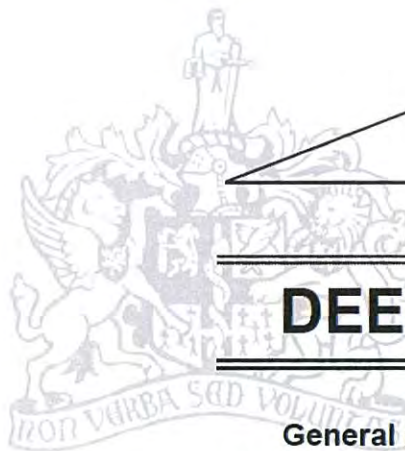
Landlord

and
NELSON CRICKET ASSOCIATION INCORPORATED

Tenant

and _____

Guarantor



DEED OF LEASE

General address of the premises:

Main Road, Stoke, Nelson known as Greenmeadows Centre

Hamish.Fletcher Lawyers
PO Box 1673
Nelson 7040
Ph: (03) 539 0210
Fax: (03) 539 0215

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

Further Terms continued

48. Premises (Exclusive Area)

- 48.1 The Tenant shall have exclusive use of approximately 12.21m² being that part of the land and building outlined in red on the plan attached to this Lease, for storage space for 24 hours per day for 52 weeks of the year (Exclusive Area).

49. Shared Area

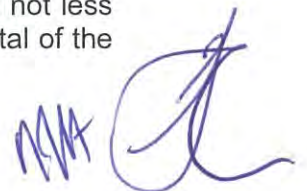
- 49.1 The Tenant shall share the use of approximately 58.49m² being that part of the land and building outlined in blue on the plan attached to this Lease, being a upper floor breakout room and kitchenette for January, Monday to Friday for 12 hours per day, from 31 October to 31 March for Saturdays for 10 hours and Sundays for 6 hours, for February for Thursday and Friday evenings for 4 hours and for March for Friday evenings for 4 hours (Shared Area).

50. Common Area

- 50.1 The Tenant shall also have the right to use the common area of the land and building described on the plan attached, being that part of the Land which is necessary for the enjoyment of the Property and which is shared with members of the public, other tenants and occupiers of the Land (Common Area).

51. Rent Review

- 51.1 The Landlord may review the annual rent payable as from the Rent Review Dates described in the First Schedule.
- 51.2 Upon review, the rental payable by the Tenant under this Lease shall be calculated in accordance with the Landlord's policy, as at the date of review, on rental paid by community groups/sports clubs who lease land from the Landlord and shall be approved by the Minister of Conservation (or any person to whom the Minister has delegated their powers under the Reserves Act 1977) PROVIDED THAT in no event shall the new rental ever be less than the annual rental payable for the immediately preceding rental period.
- 51.3 Any review of rental pursuant to this clause shall take effect from the relevant Rent Review Date whether the Landlord gave the Tenant notice of the new rental before or after the Rental Review Date.
- 51.4 The Tenant and the Landlord shall (if required by the Landlord) complete a deed at the expense of the Tenant recording the new rental.
- 51.5 If at any of the Rental Review Dates there is in force any statute restricting the Landlord's right to increase the rental the Landlord may, at any time after such restriction is removed, relaxed or modified, on giving not less than one months' notice in writing to the Tenant, review the rental of the



Premises at the date of such removal, relaxation or modification. Subsequent reviews of rental shall occur on the dates provided in the First Schedule notwithstanding any review pursuant to this clause. The Landlord may recover any resulting increase in the rental with effect from such date of removal, relaxation or modification.

52. Tenant to pay Landlord's Costs

52.1 In addition to the rental and other monies reserved by this Lease the Tenant shall pay:

- (a) An administration fee of \$300.00 plus GST to the Landlord on the signing of this Deed;
- (b) The Landlord's legal and administration costs in connection with any variation and renewal of this Lease (including any stamp duty), and the Landlord considering any request by the Tenant for the consent of the Landlord under this Lease;
- (c) The Landlord's costs in obtaining any consents and approvals associated with this Lease; and
- (d) All costs, charges and expenses for which the Landlord shall become liable in consequence of or in connection with any breach or default by the Tenant of this Lease.

53. Mutual Benefit for users of Greenmeadows Reserve

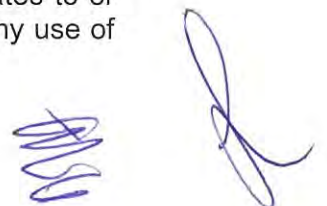
53.1 The property is part of a public reserve that serves a range of sporting codes and user groups. The Tenant acknowledges that there is a need for all parties using the reserve to co-operate to the advantage of all and without prejudice to its rights the Tenant agrees to so co-operate wherever reasonably possible.

54. Rules and Directors for Significant Events

54.1 The property forms part of Greenmeadows Reserve, a major sporting and recreation venue for Stoke and Nelson. The Landlord for the purpose of hosting a significant event may from time to time during the Term issue to the Tenant rules and directions for use of the property and it shall be the duty of the Tenant to ensure observance of any such rules and directions by any persons using the property pursuant to this Lease.

54.2 In the event that Rules and Directions issued under Clause 54.1 require the property to be available for use by any persons other than the Tenant, the Landlord will consult with the Tenant in regard to prescheduled use of the property and endeavour to avoid conflict with prescheduled use of the property.

54.3 The Tenant shall comply with the provisions of the Major Events Management Act 2007 ("MEMA") to the extent that MEMA relates to or effects the conduct of the Permitted Use on the property and any use of adjoining Land.



55. **Naming Rights**

55.1 The Tenant has no naming rights in respect of the Property.

56. **Health and Safety**

56.1 The Tenant shall at all times during the term of this Lease comply with its duties and obligations under:

- (a) The Health and Safety at Work Act 2015, any amendments thereof, and any Act in substitution therefor (**the Act**); and
- (b) All regulations, rules, guidelines and codes of practice made under the Act from time to time and any amendments thereof.

56.2 Without limiting anything in clause 56.1, the Tenant shall:

- (a) Provide and maintain a work environment at the Premises that is without risks to health and safety;
- (b) Ensure that persons on the Premises, and on land in the vicinity of the Premises, are not exposed to risks to their health and safety that are under the control of the Tenant;
- (c) Develop procedures for dealing with emergencies that may arise on the Premises, and ensure that persons for whom the Tenant is responsible, and employees of such persons, understand and comply with those procedures;
- (d) Ensure that there are in place effective methods for regularly identifying existing and new risks to the health and safety of persons at and in the vicinity of the Premises, and inform the Landlord in writing of all such risks identified by the Tenant;
- (e) Co-operate with and assist the Landlord to comply with the Landlord's duties and obligations in relation to the property and the Premises (if any) under the Act and all regulations, rules, guidelines and codes of practice made thereunder, any amendments thereof, and anything in substitution therefor;
- (f) Provide training, information, instruction and supervision necessary to protect those for whom the Tenant is responsible, and employees of such persons, from risks to their health and safety arising from activities carried out at the Premises ;
- (g) Acquire, and keep up to date, knowledge of work health and safety matters;



- (h) Ensure that it has appropriate processes for receiving and considering information regarding incidents, hazards, and risks, and for responding in a timely way to that information.
- 56.3 In clause 56.2 'health' shall have the meaning given to that word by the Act.
- 56.4 The Tenant shall immediately give notice to the Landlord of:
 - (a) Any damage to property as a result of the Tenant's activities on the Premises;
 - (b) Any circumstances occurring within the Premises likely to cause damage to property;
 - (c) Any accident that harms any person at the Premises; and
 - (d) Any notifiable event (as defined in the Act) occurring at the Premises.
- 56.5 If the Tenant shall default in carrying out any of its obligations under clauses 56.1 to 56.4 and if the Landlord shall choose to carry out any necessary work to remedy the default then the Tenant shall forthwith upon demand reimburse to the Landlord all money so expended or incurred by the Landlord, without prejudice to any other rights and remedies of the Landlord.
- 57. **Insurance**
 - 57.1 The Tenant shall take out and maintain public liability insurance for the sum of not less than \$2 million for any one occurrence.
 - 57.2 The Tenant shall, within 10 days of the Commencement Date, and at any other time upon request by the Landlord, provide the Landlord with a certificate of currency from an insurer in respect of the insurance policy arranged pursuant to clause 57.1.
 - 57.3 If the Tenant shall fail to comply with the requirements of clause 57.1, the Landlord may, without prejudice to the Landlord's other rights and remedies in respect of the breach of this Lease by the Tenant, obtain and maintain insurance cover, and the cost of such insurance shall be paid by the Tenant to the Landlord.
- 58. **Indemnity**
 - 58.1 The Tenant agrees to occupy and use the Premises at the Tenant's risk and releases to the full extent permitted by law the Landlord, its employees, and agents from all claims and demands of any kind and from all liability which may arise in respect of any damage or injury occurring to any person or property at the Premises.



- 58.2 To the extent permitted by law, the Tenant shall indemnify and keep the Landlord indemnified against all liability, claims, actions, losses, damages, fines, penalties, costs and expenses of any nature which the Landlord may suffer or incur or for which the Landlord may become liable directly or indirectly as a result of:
- (a) Any act or omission of the Tenant or persons for whom the Tenant is responsible;
 - (b) Damage to property or injury to any person at or in the vicinity of the Premises wholly or partly caused by any act or omission by the Tenant or persons for whom the Tenant is responsible;
 - (c) Damage to property or injury to any person caused by the use of the Premises by the Tenant or persons for whom the Tenant is responsible;
 - (d) Damage to property or injury to any person caused by the condition of the Premises such as may be attributable to the Tenant; or
 - (e) Any injury to any person as a result of the failure by the Tenant to comply with its obligations under clause 56 of this Lease.

59. Assignment

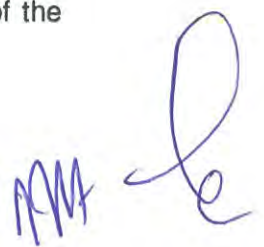
- 59.1 For the purposes of clause 33.1, if the Tenant is an incorporated society, 'assign' includes any change of the membership of the society or of the rules of the society having the effect of altering the effective management or control of the Tenant PROVIDED THAT nothing in this clause shall apply to a change of officers of the Tenant where such change is the result of an election held in accordance with the rules of the Tenant.

60. Alcohol

- 60.1 The Tenant shall not supply, manufacture or sell, or permit to be supplied, manufactured or sold, alcohol on the Premises. If the Tenant wishes to sell alcohol on the premises they must obtain written approval from the Landlord and apply for and obtain the relevant Liquor Licence from the Licensing Authority. In this clause 'alcohol' has the meaning given to that word by section 5 Sale and Supply of Alcohol Act 2012 as amended, or any provision enacted in substitution thereof.

61. Landlord as local authority

- 61.1 Nothing in this Lease shall be deemed to amount to a consent, approval or permission by the Landlord in its capacity as a territorial authority or consent authority or other similar capacity under the Resource Management Act 1991, Sale and Supply of Alcohol Act 2012, Building Act 2004 or any other Act, regulation or bylaw, or a representation or warranty that any consent, approval or permission shall issue. It is the sole responsibility of the Tenant to satisfy itself as to the requirements of the



65.2 This Lease is granted pursuant to section 54(1) (b) Reserves Act 1977.

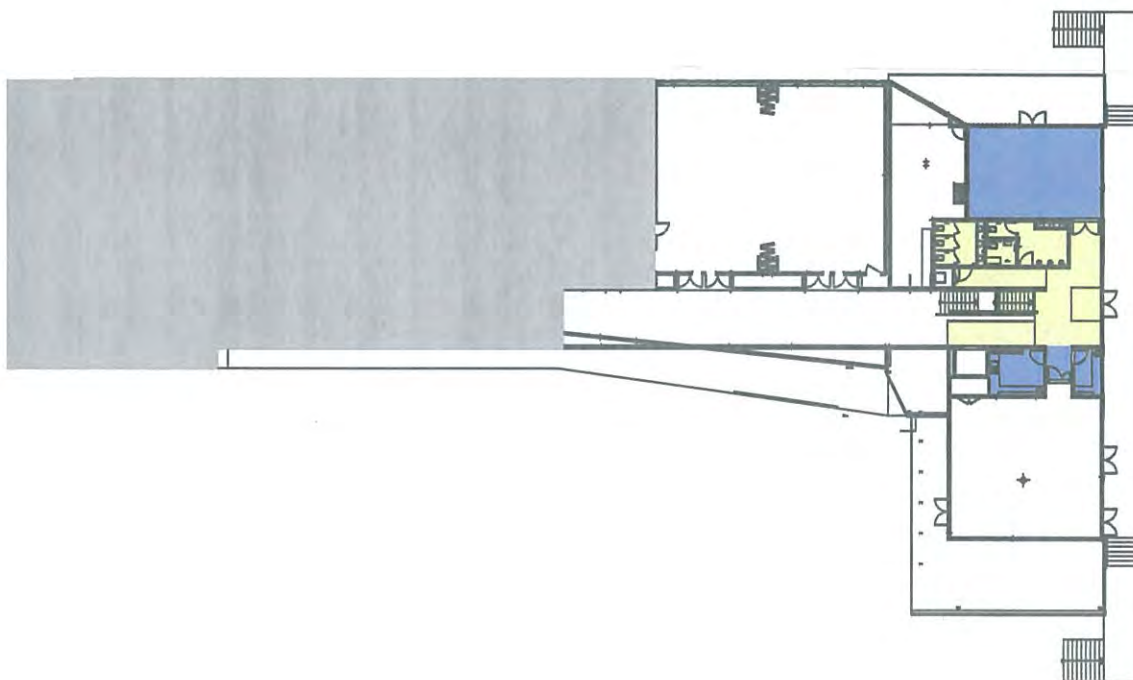
66. **Further obligations of Tenant**

66.1 The Tenant acknowledges that the Shared Areas within the Lease can be booked by other Tenants, members of the public, groups of their invitees. Such bookings will be made through the on-site management group for the Greenmeadows Centre. The Tenant is aware that should it require a Shared Area for longer than the allocated time within this Lease, the Tenant will need to book additional hours and pay for them separately through the on-site management group for the Greenmeadows Centre.

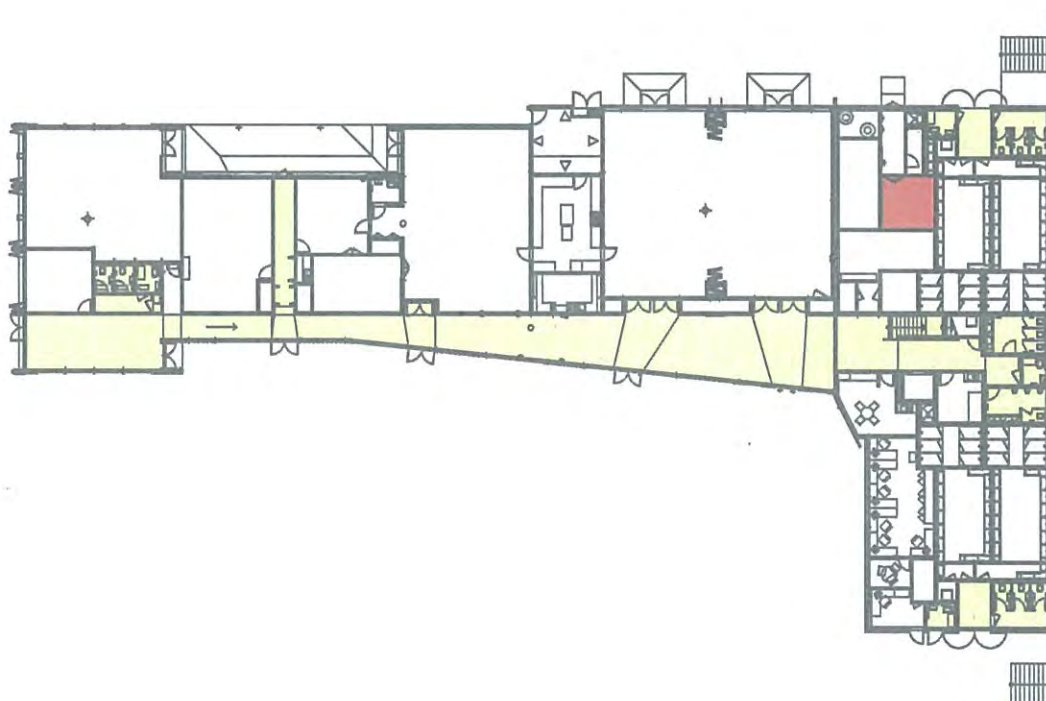
66.2 The Tenant shall not affix or exhibit or permit to be affixed or exhibited any noticeboard or trophy of any description on or within the Premises except on the following conditions:

- (a) That such noticeboard or trophy cabinet be previously approved by writing by the Landlord;
- (b) That such noticeboard or trophy cabinet be secured in a substantial and proper manner; and
- (c) That upon expiry or termination of this Lease, the Tenant will at the Tenant's expense remove all such noticeboards or trophy cabinets, and make good any damage caused by reason of the affixing, exhibiting or removal thereof.

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a large, sweeping 'h'.



First Floor



Ground Floor

Nelson Cricket - Leased Areas

Stoke Community and Sports Facility



Leased Areas
 Common Area
 Exclusive
 Shared

0 5 10 15 20 m

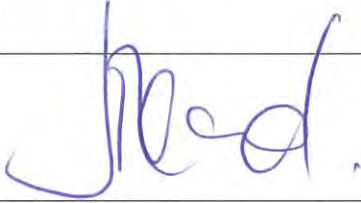

Scale 1:500

June 2018

The map is an approximate representation only and must not be used to determine the location or size of items shown, or to identify legal boundaries. To the extent permitted by law, the Nelson City Council, their employees, agents and contractors will not be liable for any costs, damages or loss suffered as a result of the data or plan, and no warranty of any kind is given as to the accuracy or completeness of the information represented. Nelson City Council information is licensed under a Creative Commons Attribution 3.0 New Zealand License, and the use of any data or plan or any information downloaded must be in accordance with the terms of that licence. For more information please contact us. Cadastral information derived from Land Information New Zealand. CROWN COPYRIGHT RESERVED.

File Ref: A1885473
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Nelson City Council
Documents for Signing and Sealing
(complete the form with the details appropriate to your document)

Date:	Consent No: N/A
Description: i.e. <ul style="list-style-type: none"> • Agreement for sale and purchase • 223 Certificate • Bond, Consent notice, covenant • Lease • Along with the parties to the agreement i.e. ABC Construction: NCC 	Nelson Cricket Association Deed of Lease
Site address and/or commonly referred to name:	Greenmeadows – 491 Main Road Stoke
Legal Description e.g. <i>Lot 1 DP 12345</i>	LOTS 39 41-46 DP 5508 LOT 2 DP 2965 LOT 1 DP 8376 PT LOT 1 DP 2784 & ALL DP 4585 PT DP 2888
Special Conditions To Note	N/A
Certified documents satisfactory for Sealing/Signing by: <i>(Council officer to sign)</i>	
Advised Monitoring Officer that Consent Notice/ Covenant has been received. <i>(Council Officer to initial)</i>	
Council resolution authorising attached: <i>(attach copy of resolution including date of meeting) or</i> Resolved under delegated authority: <i>(Officer to sign legibly)</i>	See attached <div style="display: flex; justify-content: space-between;"> <div> By:  </div> <div> Date: 18/2/19 </div> </div>
Delegation Register reference:	3.0(08)
Return to NCC officer: <i>(your name)</i>	Jules Read
Date document returned to Officer:	

DEED OF VARIATION OF LEASE

GENERAL address of the premises:
Main Road, Stoke, Nelson known as Greenmeadows Centre

DATE:

30.11.20

LANDLORD: NELSON CITY COUNCIL

TENANT: NELSON CRICKET ASSOCIATION INCORPORATED

~~GUARANTOR:~~



THE LANDLORD AND TENANT vary the lease by the terms and conditions of this deed.

THE LANDLORD, TENANT ~~AND GUARANTOR~~ covenant as set out in the First, Second and Third Schedules.

MA

SIGNED by the Landlord* NELSON CITY COUNCIL
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Landlord

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Landlord

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

^{Per}
SIGNED by the Tenant* NELSON CRICKET ASSOCIATION INCORPORATED
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Tenant

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Tenant

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

SIGNED by the Guarantor*
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Guarantor

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.
If two directors sign, no witnessing is necessary.
If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.

FIRST SCHEDULE

1. PREMISES: Refer to Lease but varied as per Third Schedule Further Term 11

2. ORIGINAL LEASE DATE: 21 February 2019

3. VARIATION DATE: 1 December 2019

Note: Items 4 to 10 are options to be completed as required.

~~4. EXTENSION OF CURRENT TERM~~

Term:

Expiry date of extended term:

Renewal dates:

Final expiry date if all rights
of renewal exercised:

5. FURTHER RIGHTS OF RENEWAL

Number of rights and term:

Renewal dates:

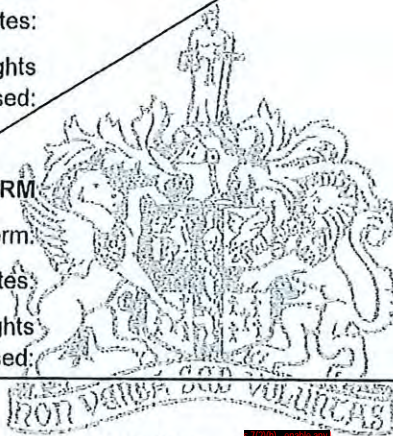
Final expiry date if all rights
of renewal exercised:

6. REDUCTION OF LEASE TERM

Reduced term:

Renewal dates:

Final expiry date if all rights
of renewal exercised:



7. VARIED ANNUAL RENT: Premises \$ [REDACTED] plus GST
(Subject to review if applicable) Car Parks \$ [REDACTED] plus GST
TOTAL \$ [REDACTED] plus GST

8. VARIED MONTHLY RENT: \$ [REDACTED] plus GST

9. VARIED RENT PAYMENT DATES: The 1st day of each month commencing on the 1st day
of December 2019

~~10. VARIED RENT REVIEW DATES.~~

(Specify review type and insert dates for
relevant term, renewal dates and renewal
terms. Unless dates are specified there
will be no varied review dates. Where
there is a conflict in dates, the market rent
review date will apply.)

~~1. Market rent review dates.~~

~~2. CPI rent review dates:~~

NGA

✓

SECOND SCHEDULE

INTERPRETATION

- 1.1 In this deed unless the context otherwise requires a different interpretation:
- (1) "Landlord" and "Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
 - (2) "lease" means the deed of lease of the premises dated as specified in the First Schedule and includes any variation, renewal, or extension of the lease.
 - (3) "premises" means the premises as specified in the First Schedule (including car parks (if any)) leased pursuant to the lease.
 - (4) "variation date" is the date specified in the First Schedule on which the terms and conditions of this deed will commence to have effect on the lease.
- 1.2 This deed is supplemental to the lease and expressions and definitions used in this deed have the same meaning given to them in the lease. In the event of conflict between the provisions of this deed and the provisions of the lease, the provision of the lease shall prevail.
- 1.3 Where obligations bind more than one person those obligations shall bind those persons jointly and severally.

VARIATION DATE

- 2.1 The lease is varied as set out in this deed as from the variation date.

~~EXTENSION OF CURRENT LEASE TERM~~

- ~~3.1 The term of the lease is extended with consequential changes to other dates as specified in Item 4 of the First Schedule.~~

~~FURTHER RIGHTS OF RENEWAL~~

- ~~4.1 Further rights of renewal are granted with consequential changes to other dates as specified in Item 5 of the First Schedule.~~

~~REDUCTION OF LEASE TERM~~

- ~~5.1 The term of the lease is reduced with consequential changes to other dates as specified in Item 6 of the First Schedule.~~

RENT AND PAYMENTS

- 6.1 The rent and rent payment dates in the lease are varied as specified in Items 7, 8 and 9 of the First Schedule.

~~CHANGE IN RENT REVIEW DATES AND TYPE~~

- ~~7.1 The rent review dates and review type are varied as specified in Item 10 of the First Schedule.~~

OTHER VARIATIONS

- 8.1 The lease is further varied as set out in the Third Schedule.

CONFIRMATION OF OTHER LEASE COVENANTS

- 9.1 The Tenant acknowledges to the Landlord that the Tenant shall continue to hold the premises on the terms and provisions expressed or implied in the lease subject to the variations set out in this deed. The Tenant covenants with the Landlord that the Tenant shall observe the provisions of the lease as varied by this deed.

COSTS

- 10.1 If the lease provides for the Tenant to pay the Landlord's solicitors costs on any variation of the lease then the Tenant shall pay the costs of this deed. Otherwise, each party shall pay their own costs incurred in relation to this deed.

GUARANTOR'S COVENANT

- ~~11.1 The Guarantor consents to this deed and confirms to the Landlord that the guarantee remains in effect on the terms set out in the lease as varied by this deed.~~

THIRD SCHEDULE

FURTHER TERMS (if any)

PREMISES

11.1 The premises in the Lease are varied to Delete the current Third Schedule Further Term clause 49 and replace with the following clause:

"49. The Tenant shall not have any use of any shared areas."

FIRST SCHEDULE

12.1 For the avoidance of doubt the parties wish to amend the dates currently incorrectly recorded in the First Schedule of the Lease for the Renewal Date and Final Expiry Date. The parties agree the following dates reflect what was intended to be agreed between the parties:

First Schedule

"6. Renewal Date: 15 January 2024

7. Final Expiry Date: 14 January 2029"



Dated _____

Between
NELSON CITY COUNCIL

Landlord

and
NELSON CRICKET ASSOCIATION INCORPORATED

Tenant

and

Guarantor

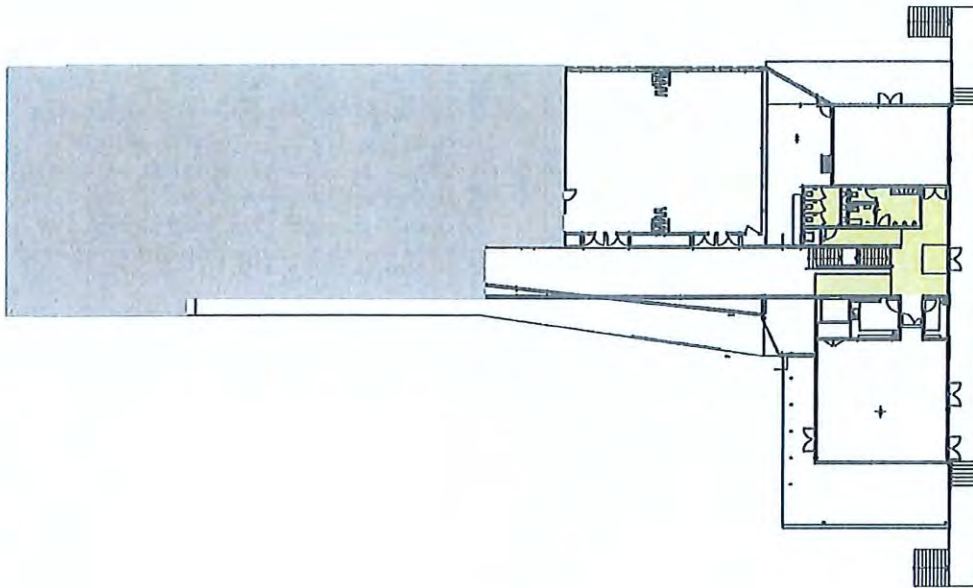


DEED OF VARIATION OF LEASE

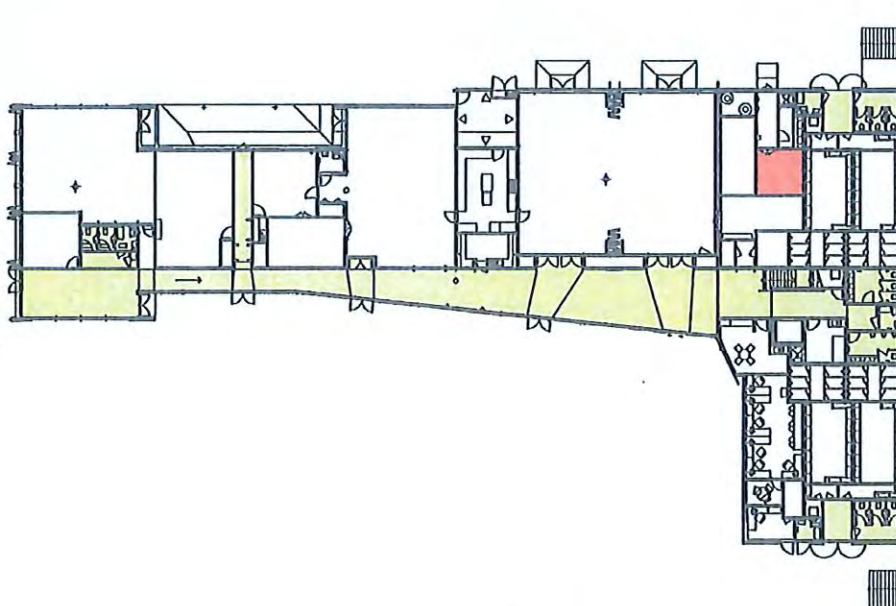
General address of the premises:

Main Road, Stoke, Nelson known as Greenmeadows Centre

ALM



First Floor



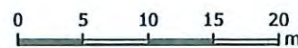
Ground Floor

Nelson Cricket - Leased Areas

Stoke Community and Sports Facility



Leased Areas
 Common Area
 Exclusive



Scale 1:500



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: A1885473
 final map size A4.

Handwritten signatures and initials.

DEED OF LEASE

SIXTH EDITION 2012 (4)

GENERAL address of the premises:

Main Road, Stoke, Nelson known as Greenmeadows Centre

DATE:

13 June 2018

LANDLORD:

NELSON CITY COUNCIL

TENANT:

STOKE RUGBY FOOTBALL CLUB INCORPORATED

GUARANTOR:

THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND TENANT covenant as set out in the First, Second and Third Schedules.

~~**THE GUARANTOR** covenants with the Landlord as set out in the Fourth Schedule.~~

[Handwritten signatures]

SIGNED by the Landlord *
NELSON CITY COUNCIL
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Landlord

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Landlord

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

SIGNED by the Tenant *
STOKE RUGBY FOOTBALL CLUB INCORPORATED
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Tenant

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Tenant

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company - please refer to the note on page

~~SIGNED~~ by the Guarantor *

in the presence of:

Signature of Guarantor

Witness Signature

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

Witness Name

Witness Occupation

Witness Address

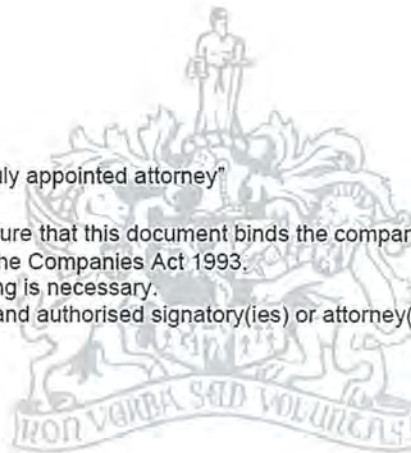
Signature of Guarantor

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.
If two directors sign, no witnessing is necessary.
If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.



MA
Q

FIRST SCHEDULE

1. PREMISES: As set out in the Third Schedule Further Term 48
2. CAR PARKS: N/A
3. TERM: Five (5) years
4. COMMENCEMENT DATE: 16 June 2018
5. RIGHTS OF RENEWAL: Two (2) each of five (5) years
6. RENEWAL DATES: 2023 and 2028
7. FINAL EXPIRY DATE: 2033

8. ANNUAL RENT: Premises \$ [redacted] plus GST
(Subject to review if applicable) Car Parks \$ [redacted] plus GST
TOTAL \$ [redacted] plus GST
* subject to Further Term of Lease 6/

9. MONTHLY RENT: \$ [redacted] plus GST
10. RENT PAYMENT DATES: The [redacted] day of each month commencing on the [redacted] day of [redacted] 20[redacted]

11. RENT REVIEW DATES: (Specify review type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified there will be no reviews. Where there is a conflict in dates, the market rent review date will apply.)
1. ~~Market rent review dates:~~ CPI rent review on the date being three (3) years from the Commencement Date and Market rent review on each of the renewal dates (if exercised), the first Market rent review being five (5) years from the Commencement Date.
2. ~~CPI rent review dates.~~

A rate per annum equal to 5% per annum above the 90 day bank bill rate published by the Reserve Bank of New Zealand fixed on a monthly basis on the first day of each month and where such rate is not published, on the next day when such rate is published, or an equivalent rate should the 90 day bank bill rate not exist.

12. DEFAULT INTEREST RATE: _____ % per annum
(subclause 5.1)
13. BUSINESS USE: Offices and Clubrooms for a rugby club.
(subclause 16.1)

14. LANDLORD'S INSURANCE:

(subclause 23.1)

(Delete or amend extent of cover as appropriate)

(Delete either (a) or (b): if neither option is deleted, then option (a) applies)

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed then option (ii) applies)

- (1) Cover for the building against damage and destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; on the following basis:

- (a) Full replacement and reinstatement (including loss damage or destruction of windows and other glass);

OR

- ~~(b) Indemnity to full insurable value (including loss damage or destruction of windows and other glass).~~

- ~~(2) Cover for the following additional risks:~~

- ~~(a) (i) 12 months~~

OR

- ~~(ii) _____ months~~

~~indemnity in respect of consequential loss of rent and outgoings.~~

- ~~(b) Loss damage or destruction of any of the Landlord's fixtures fittings and chattels.~~

- ~~(c) Public liability.~~

15. NO ACCESS PERIOD:

(subclause 27.6)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)

- (1) 9 months

OR

- ~~(2) _____~~

16. ~~PROPORTION OF OUTGOINGS:~~~~(subclause 3.1)~~~~% which at commencement date is estimated~~~~to be \$~~~~Plus GST per annum~~**17. ~~LIMITED LIABILITY TRUSTEE:~~**~~(subclause 45.2)~~**18. OUTGOINGS:**

(clause 3)

- ~~(1) Rates or levies payable to any local or territorial authority.~~
- ~~(2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.~~
- ~~(3) Rubbish collection and recycling charges.~~
- ~~(4) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.~~
- ~~(5) Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees (subject to subclause 23.2).~~
- ~~(6) Service contract charges for air conditioning, lifts, other building services and security services.~~
- ~~(7) Cleaning, maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services.~~
- ~~(8) The provisioning of toilets and other shared facilities.~~
- ~~(9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.~~
- ~~(10) Yard and car parking area maintenance and repair charges but excluding charges for repaving or resealing.~~
- ~~(11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses.~~
- ~~(12) Management expenses (subject to subclause 3.7).~~
- ~~(13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 168 and 146 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.~~

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 1.1 The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

Market Rent Review

- 2.1 The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be determined as follows:
- Either party may not earlier than 3 months prior to a market rent review date and not later than the next rent review date (regardless of whether the next rent review date is a market or CPI rent review date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date.
 - If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 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 market rent, then the new rent shall be determined in accordance with subclause 2.2.
 - 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.
 - Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term.
 - The annual rent agreed, determined or imposed pursuant to subclause 2.1 shall be the annual rent payable as from the relevant market rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to subclause 2.3 and 2.4.
 - The market rent review at the option of either party may be recorded in a deed.

Rent Determinations

- 2.2 Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:
- By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent.
 - If the party receiving a notice fails to appoint a valuer within the 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.
 - The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.
 - The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert.
 - 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 of the representations but not be bound by them.
 - The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party.
 - If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this subclause 2.2.

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

Interim Market Rent

- 2.3 Pending determination of the new rent, the Tenant shall from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:
- 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
 - if only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - if no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date,
- but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.
- The interim rent shall be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 2.4, shall not be subject to adjustment.
- 2.4 Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

CPI Rent Review

2.5 The annual rent payable from each CPI rent review date shall be determined as follows:

- (a) The Landlord shall adjust the annual rent on the basis of increases (and not decreases) in the CPI by giving notice to the Tenant of the increase (if any) using the formula:

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

Where:

A = the CPI reviewed 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 rent review date or if there is no previous rent review date, the commencement date of the then current term of the 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 date of the preceding term)

where (C÷D) shall not be less than 1.

- (b) If the CPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the CPI, or a resetting of the CPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.
- (c) If the relevant CPI 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 rent (if necessary) with effect from the relevant CPI rent review date.
- (d) Notwithstanding any other provision of subclause 2.5, the annual rent payable as from the relevant CPI rent review date shall not be less than the annual rent payable immediately preceding the CPI rent review date (and in the case where the relevant CPI rent review date is a renewal date, the annual rent payable at the expiry of the preceding term).

2.6 The new rent determined pursuant to subclause 2.5 shall be payable from the relevant CPI rent review date once it is determined by the Landlord giving notice under that subclause. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the CPI rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.

Outgoings

- 3.1 The Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 The Landlord shall vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing.
- 3.3 If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing shall not be payable by the Tenant.
- 3.4 The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 The outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of a reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 After the 31st March in each year of the term or other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7 Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.

Goods and Services Tax

- 4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rental and other payments payable by the Tenant under this lease. 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 upon demand.
- 4.2 If the Tenant shall make default in payment of the rental or other moneys payable under this lease and the Landlord becomes liable to pay Default GST then the Tenant shall on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under subclause 5.1.

Interest on Unpaid Money

- 5.1 If the Tenant defaults in payment of the rent or other moneys payable under this lease for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.
- 5.2 Unless a contrary intention appears on the front page or elsewhere in this lease the default interest rate is equivalent to 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 cent per annum.

Costs *

- 6.1 ~~Each party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Tenant shall pay the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between lawyer and client) of and incidental to the enforcement of the Landlord's rights remedies and powers under this lease.~~

* Refer to Clause 52 in the Further Terms of Lease annexed.

LANDLORD'S PAYMENTS**Outgoings**

- 7.1 Subject to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

MAINTENANCE AND CARE OF PREMISES**Tenant's Obligations**

8.1 The Tenant shall be responsible to:

(a) **Maintain the premises**

In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises in the same clean order repair and condition as they were in at the commencement date of this lease (or where the lease is renewed, the commencement date of the initial term of this lease) and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. The premises condition report (if completed) shall be evidence of the condition of the premises at the commencement date of this lease. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.

(b) **Breakages and minor replacements**

Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors windows light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.

(c) **Painting**

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of this lease (or where the lease is renewed the commencement date of the initial term of this lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord such approval not to be unreasonably withheld.

(d) **Floor coverings**

Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord.

(e) **Damage or Loss**

Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.

~~8.2 Where the Tenant is leasing all of the property, the Tenant shall:~~

~~(a) **Care of grounds**~~

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

~~(b) **Water and drainage**~~

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

~~(c) **Other works**~~

~~Carry out those works maintenance and repairs to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.~~

8.3 Notwithstanding subclause 8.1(a) the Tenant shall not be liable for the maintenance or repair of any building services but this subclause shall not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

8.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.

8.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of subclauses 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

Toilets

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

Rubbish Removal

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

Landlord's Maintenance

11.1 The Landlord shall keep and maintain the building, all building services and the car parks in good order and repair and weatherproof but the Landlord shall not be liable for any:

(a) Repair or maintenance which the Tenant is responsible to undertake.

(b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord.

(c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks.

(d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.

11.2 The Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.

11.3 The Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract pursuant to subclauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

Notification of Defects

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

Landlord's Right of Inspection

- 13.1 The Landlord and the Landlord's employees contractors and invitees may at all reasonable times and after having given prior written notice to the Tenant (except in the case of emergencies) enter upon the premises to view their condition.

Landlord may Repair

- 14.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergencies) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works shall be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

Access for Works

- 15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out works to the premises or adjacent premises and to install inspect repair renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs inspections and works shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.
- 15.2 If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in subclause 15.1, then during the period the works are being carried out a fair proportion of the rent and outgoings shall cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under subclause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3 If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in subclause 15.1 to be carried out, the Landlord may give the Tenant reasonable written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings shall cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4 The Landlord shall act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with subclauses 15.1 and 15.3.

USE OF PREMISES**Business Use**

- 16.1 The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use which is:
- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use; and
 - (b) reasonably suitable for the premises; and
 - (c) compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.
- If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.
- 16.2 If any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- 16.3 If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

*

Lease of Premises and Car Parks Only

- 17.1 The tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation to it other than the rights of use under this lease.

Neglect of Other Tenant

- 18.1 The Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

Signage

- 19.1 The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord but approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned in connection with the signage.

Additions, Alterations, Reinstatement and Chattels Removal

- 20.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of this lease the Tenant will at the Tenant's own expense if required by the Landlord no later than the end or earlier termination of the term reinstate the premises. Ownership of the alterations or additions that are not removed by the end or earlier termination of the lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2 The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act and shall provide copies of the building consents and code compliance certificates to the Landlord.

- 16.4 The Tenant shall not change the business use.

- 20.3 The Tenant may at any time before and will if required by the Landlord no later than the end or earlier termination of the term remove all the Tenant's chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to subclause 20.1 the Tenant will make good at the Tenant's own expense all resulting damage and if the chattels are not removed by the end or earlier termination of the term ownership of the chattels may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where subclause 27.5 applies, the time by which the Tenant must remove the chattels and to make good all resulting damage will be extended to 5 working days after access to the premises is available.
- 20.4 The cost of making good resulting damage and the cost of removal of the Tenant's chattels shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

Compliance with Statutes and Regulations

- 21.1 The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant provided that:
- The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
 - The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
 - The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from a competent authority under this subclause.
- 21.2 If the Landlord is obliged by any legislation or requirement of any competent authority to expend moneys during the term of this lease or any renewed term on any improvement addition or alteration to the property which is not the Tenant's responsibility under subclause 21.1 and the expenditure would be an unreasonable amount then the Landlord may determine this lease. Any dispute as to whether or not the amount to be expended by the Landlord is unreasonable shall be determined by arbitration.
- 21.3 The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.
- 21.4 The Tenant, when undertaking any building work to the premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5 During the term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

No Noxious Use

- 22.1 The Tenant shall not:
- Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of a weight size or shape as is likely to cause damage to the building or any surfaced area.
 - Contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.
 - Use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business.
 - Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

INSURANCE

Landlord shall insure

- 23.1 The Landlord shall at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this subclause becomes unavailable during the term of this lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.
- 23.2 The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured, or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to. If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant will pay the Landlord the amount of the excess not exceeding the sum specified in the list of outgoings in the First Schedule.

Tenant not to void insurance

- 24.1 The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- Shall make void or voidable any policy of insurance on the property.
 - May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.
- 24.2 In any case where in breach of subclause 24.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant shall at once compensate the Landlord in full for such loss or damage.

When Tenant to have benefit of Landlord's insurance

- 25.1 Where the property is destroyed or damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this subclause if and to the extent that:
- (a) The destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
 - (b) The destruction or damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (1) occurred on or about the property; and
 - (2) constitutes an imprisonable offence; or
 - (c) Any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES**Total Destruction**

- 26.1 If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- (a) as to render the premises untenable then the term shall at once terminate from the date of destruction or damage; or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- Any termination pursuant to this subclause shall be without prejudice to the rights of either party against the other.

Partial Destruction

- 27.1 If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - (b) all the necessary permits and consents are obtainable,
- the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

No Access in Emergency

- 27.5 If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent reduce or overcome any hazard, harm or loss that may be associated with the emergency including:
- (a) a prohibited or restricted access cordon applying to the premises; or
 - (b) prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
 - (c) restriction on occupation of the premises by any competent authority,
- then a fair proportion of the rent and outgoings shall cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.
- 27.6 This subclause 27.6 applies where subclause 27.5 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the lease being cancelled as provided for in subclauses 26.1 or 27.4. Either party may terminate this lease by giving 10 working days written notice to the other if:
- (a) the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
 - (b) the party that terminates this lease can at any time prior to termination establish with reasonable certainty that the Tenant is unable to gain access to the premises for that period.
- Any termination shall be without prejudice to the rights of either party against the other.

DEFAULT**Cancellation**

- 28.1 The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:
- (a) If the rent shall be in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
 - (b) In case of breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in this lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
 - (c) If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors.
 - (d) In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.

- (e) If the Tenant shall suffer execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000).

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

Essentiality of Payments

- 29.1 Failure to pay rent or other moneys payable under this lease on the due date shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. This entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

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

QUIET ENJOYMENT

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

RENEWAL OF LEASE

- 32.1 If the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of the notice in breach of this lease then the Landlord will grant a new lease for a further term from the renewal date as follows:
- If the renewal date is a market rent review date the annual rent shall be the current market rent which if not agreed on shall be determined in accordance with subclause 2.2 but the annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term.
 - If the renewal date is a CPI rent review date, the annual rent shall be determined in accordance with subclause 2.5.
 - Subject to the provisions of paragraphs (a) and (b) the new lease shall be upon and subject to the covenants and agreements expressed and implied in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date.
 - The annual rent shall be subject to review during the term of the new lease on the rent review dates specified in the First Schedule.
 - The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice or the security of a bank guarantee that has been given.
 - If the renewal date is a market rent review date, pending the determination of the rent, the Tenant shall pay an interim rent in accordance with subclauses 2.3 and 2.4.
 - Notwithstanding anything contained in subclause 32.1(f) the interim rent referred to in that subclause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.
 - The parties will not be released by the renewal of the lease from any liability for any breach under this lease.

ASSIGNMENT OR SUBLETTING

- 33.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises, the carparks (if any) or any part of them without first obtaining the written consent of the Landlord which the Landlord shall not unreasonably withhold or delay if the following conditions are fulfilled:
- ~~The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease and in the case of the subtenant the subtenant's commitments under the sublease. The Tenant shall give the Landlord any additional information reasonably required by the Landlord.~~
 - ~~All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.~~
 - ~~In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.~~
 - ~~In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia) either a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord or a bank guarantee from a registered trading bank in New Zealand on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease is provided to the Landlord.~~
 - ~~The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.~~
- 33.2 ~~Where the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.~~
- 33.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably withheld or delayed.

UNIT TITLE PROVISIONS

~~34.1~~ Clause 34 applies where the property is part of a unit title development.

Body Corporate

~~34.2~~ The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in subclauses 34.2 to 34.7 "the Act") in respect of the property.

Act and Rules Paramount

~~34.3~~ This lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

Insurance

~~34.4~~ Unless the Body Corporate has resolved that the Landlord is to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance cover in accordance with the Act.

Landlord's Obligations

~~34.5~~ The Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

Tenant's Obligations

~~34.6~~ The Tenant shall comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property.

Consents

~~34.7~~ Where in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act.

CARPARKS

~~35.1~~ The Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.

~~35.2~~ The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to subclauses 26.1 or 27.3.

~~35.3~~ The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular shall only use the car parks for the parking of one motor vehicle per parking space.

~~35.4~~ The provisions of the Second Schedule shall apply to the car parks as appropriate.

GENERAL**Holding Over**

36.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation shall be a periodic tenancy only terminable by at least 20 working days notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under this lease.

Access for Re-Letting or Sale

37.1 The Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) Any such inspection is at a time which is reasonably convenient to the Tenant and after reasonable written notice.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

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

Affirmation

39.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

Waiver

40.1 No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

41.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest under this lease.

Notices

42.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

- 42.2 In respect of the means of service specified in subclause 42.1(b)(2), a notice is deemed to have been served:
- In the case of personal delivery, when received by the addressee.
 - In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
 - In the case of facsimile transmission, when sent to the addressee's facsimile number.
 - In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.
- 42.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 42.4 A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 42.5 Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 47.1(p).
- 42.6 Any period of notice required to be given under this agreement shall be computed by excluding the date of service.

Arbitration

- 43.1 The parties shall first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 43.2 Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 43.3 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the president or vice president of the New Zealand Law Society. 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 to this and varied accordingly.
- 43.4 The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in subclause 28.1.

No Implied Terms

- 44.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this lease where allowed.

Limitation of Liability

- ~~45.1 If any person enters into this lease as trustee of a trust, then:~~
- ~~That person warrants that:~~
 - ~~that person has power to enter into this lease under the terms of the trust; and~~
 - ~~that person has properly signed this lease in accordance with the terms of the trust; and~~
 - ~~that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and~~
 - ~~all of the persons who are trustees of the trust have approved entry into this lease.~~
 - ~~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 under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.~~
- ~~45.2 Notwithstanding subclause 45.1, a party to this lease that is named in item 17 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 45.1(b).~~

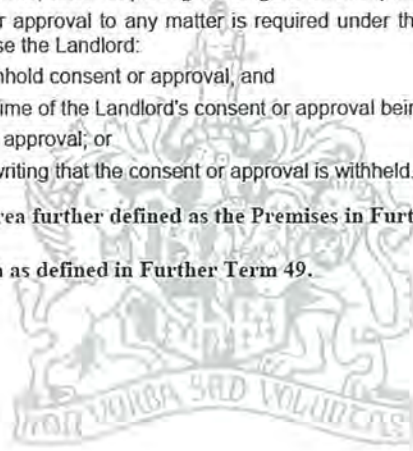
Counterparts

- 46.1 This lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by facsimile or email.

DEFINITIONS AND INTERPRETATION

- 47.1 In this lease:
- "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
 - "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
 - "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
 - "emergency" for the purposes of subclause 27.5 means a situation that:
 - is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service; and
 - causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
 - the event is not caused by any act or omission of the Landlord or Tenant.

- (e) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (f) "premises" includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule.
- (g) "premises condition report" means the report as set out in the Sixth Schedule.
- (h) "renewal" means the granting of a new lease as provided for in subclause 32.1.
- (i) "rules" in clause 34 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (j) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (k) "term" includes, where the context requires, a further term if the lease is renewed.
- (l) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
- (m) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (n) "the property" and "the building" mean the land, building(s) or improvements of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
- (o) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees.
- (p) "working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.
- (q) A reference in this lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (r) A reference to the words "include" or "including" are to be interpreted without limitation.
- (s) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (t) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (u) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (v) Where the Landlord's consent or approval to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
 - (1) must not unreasonably withhold consent or approval, and
 - (2) must, within a reasonable time of the Landlord's consent or approval being requested:
 - (i) grant that consent or approval; or
 - (ii) notify the Tenant in writing that the consent or approval is withheld.
- (w) "Exclusive Area" means the area further defined as the Premises in Further Term 48.
- (y) "Shared Area" means the area as defined in Further Term 49.



THIRD SCHEDULE

FURTHER TERMS (if any)

Refer to attached



A handwritten signature in blue ink, consisting of stylized, overlapping loops and lines.

FOURTH SCHEDULE

GUARANTEE

~~IN CONSIDERATION~~ of the Landlord entering into the lease at the Guarantor's request the Guarantor:

- ~~(a) Guarantees payment of the rent and the performance by the Tenant of the covenants in the lease;~~
- ~~(b) Indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.~~

~~THE GUARANTOR~~ covenants with the Landlord that:

- ~~1. No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.~~
- ~~2. As between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.~~
- ~~3. The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.~~
- ~~4. An assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability.~~
- ~~5. Should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several.~~
- ~~6. The Guarantee and indemnity shall extend to any holding over by the Tenant.~~



[Handwritten signature]

FIFTH SCHEDULE

LANDLORD'S FIXTURES AND FITTINGS

(Subclause 47.1(f))

To be provided prior to the Commencement Date.



19/14



SIXTH SCHEDULE

PREMISES CONDITION REPORT

(Subclause 8.1)



19/4

A handwritten signature in blue ink, consisting of a large, stylized 'R' followed by a horizontal line.

Dated _____

Between
NELSON CITY COUNCIL

Landlord

and
STOKE RUGBY FOOTBALL CLUB INCORPORATED

Tenant

and _____

Guarantor



DEED OF LEASE

General address of the premises:

Main Road, Stoke, Nelson known as Greenmeadows Centre

Hamish.Fletcher Lawyers
PO Box 1673
Nelson 7040
Ph: (03) 539 0210
Fax: (03) 539 0215

A handwritten signature in blue ink, appearing to be 'M. Fletcher', is written over a horizontal line.

Further Terms continued

48. Premises (Exclusive Area)

- 48.1 The Tenant shall have exclusive use of approximately 27.42m² being that part of the land and building outlined in red on the plan attached to this Lease, for Office, Storage space and shipping containers for 24 hours per day for 52 weeks of the year (Exclusive Area).

49. Shared Area

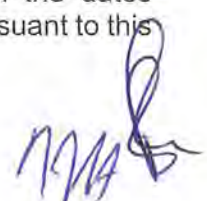
- 49.1 The Tenant shall share the use of approximately 109.95m² being that part of the land and building outlined in blue on the plan attached to this Lease, being a kitchenette, upper function room and bar for every Saturday and Thursday from 1 April to 30 September in each year or as agreed at the beginning of the season for a total of 429 hours in each year (Shared Area).

50. Common Area

- 50.1 The Tenant shall also have the right to use the common area of the land and building described on the plan attached, being that part of the Land which is necessary for the enjoyment of the Property and which is shared with members of the public, other tenants and occupiers of the Land (Common Area).

51. Rent Review

- 51.1 The Landlord may review the annual rent payable as from the Rent Review Dates described in the First Schedule.
- 51.2 Upon review, the rental payable by the Tenant under this Lease shall be calculated in the manner set out in the First Schedule herein, as at the date of review, on rental paid by community groups/sports clubs who lease land from the Landlord and shall be approved by the Minister of Conservation (or any person to whom the Minister has delegated their powers under the Reserves Act 1977) PROVIDED THAT in no event shall the new rental ever be less than the annual rental payable for the immediately preceding rental period.
- 51.3 Any review of rental pursuant to this clause shall take effect from the relevant Rent Review Date whether the Landlord gave the Tenant notice of the new rental before or after the Rental Review Date.
- 51.4 If at any of the Rental Review Dates there is in force any statute restricting the Landlord's right to increase the rental the Landlord may, at any time after such restriction is removed, relaxed or modified, on giving not less than one months' notice in writing to the Tenant, review the rental of the Premises at the date of such removal, relaxation or modification. Subsequent reviews of rental shall occur on the dates provided in the First Schedule notwithstanding any review pursuant to this



clause. The Landlord may recover any resulting increase in the rental with effect from such date of removal, relaxation or modification.

52. Tenant to pay Landlord's Costs

52.1 In addition to the rental and other monies reserved by this Lease the Tenant shall pay:

- (a) An administration fee of \$300.00 plus GST to the Landlord on the signing of this Deed;
- (b) The Landlord's legal and administration costs in connection with any variation and renewal of this Lease requested by the Lessee (including any stamp duty), and the Landlord considering any request by the Tenant for the consent of the Landlord under this Lease; and
- (c) All costs, charges and expenses for which the Landlord shall become liable in consequence of or in connection with any breach or default by the Tenant of this Lease.

53. Mutual Benefit for users of Greenmeadows Reserve

53.1 The property is part of a public reserve that serves a range of sporting codes and user groups. The Tenant acknowledges that there is a need for all parties using the reserve to co-operate to the advantage of all and without prejudice to its rights the Tenant agrees to so co-operate wherever reasonably possible.

54. Rules and Directors for Significant Events

54.1 The property forms part of Greenmeadows Reserve, a major sporting and recreation venue for Stoke and Nelson. The Landlord for the purpose of hosting a significant event may from time to time during the Term issue to the Tenant rules and directions for use of the property and it shall be the duty of the Tenant to ensure observance of any such rules and directions by any persons using the property pursuant to this Lease. A significant event is classed as one of national or international importance.

54.2 In the event that Rules and Directions issued under Clause 54.1 require the property to be available for use by any persons other than the Tenant, the Landlord will consult with the Tenant in regard to prescheduled use of the property and endeavour to avoid conflict with prescheduled use of the property.

54.3 The Tenant shall comply with the provisions of the Major Events Management Act 2007 ("MEMA") to the extent that MEMA relates to or effects the conduct of the Permitted Use on the property and any use of adjoining Land.



55. **Naming Rights**

55.1 The Tenant has no naming rights in respect of the Property.

56. **Health and Safety**

56.1 The Tenant shall at all times during the term of this Lease comply with its duties and obligations under:

- (a) The Health and Safety at Work Act 2015, any amendments thereof, and any Act in substitution therefor (**the Act**); and
- (b) All regulations, rules, guidelines and codes of practice made under the Act from time to time and any amendments thereof.

56.2 Without limiting anything in clause 56.1, the Tenant shall:

- (a) Provide and maintain a work environment at the Premises that is without risks to health and safety;
- (b) Ensure that persons on the Premises, and on land in the vicinity of the Premises, are not exposed to risks to their health and safety that are under the control of the Tenant;
- (c) Develop procedures for dealing with emergencies that may arise on the Premises, and ensure that persons for whom the Tenant is responsible, and employees of such persons, understand and comply with those procedures;
- (d) Ensure that there are in place effective methods for regularly identifying existing and new risks to the health and safety of persons at and in the vicinity of the Premises, and inform the Landlord in writing of all such risks identified by the Tenant;
- (e) Co-operate with and assist the Landlord to comply with the Landlord's duties and obligations in relation to the property and the Premises (if any) under the Act and all regulations, rules, guidelines and codes of practice made thereunder, any amendments thereof, and anything in substitution therefor;
- (f) Provide training, information, instruction and supervision necessary to protect those for whom the Tenant is responsible, and employees of such persons, from risks to their health and safety arising from activities carried out at the Premises ;
- (g) Acquire, and keep up to date, knowledge of work health and safety matters;
- (h) Ensure that it has appropriate processes for receiving and considering information regarding incidents, hazards, and risks, and for responding in a timely way to that information.



56.3 In clause 56.2 'health' shall have the meaning given to that word by the Act.

56.4 The Tenant shall immediately give notice to the Landlord of:

- (a) Any damage to property as a result of the Tenant's activities on the Premises;
- (b) Any circumstances occurring within the Premises likely to cause damage to property;
- (c) Any accident that harms any person at the Premises; and
- (d) Any notifiable event (as defined in the Act) occurring at the Premises.

56.5 If the Tenant shall default in carrying out any of its obligations under clauses 56.1 to 56.4 and if the Landlord shall choose to carry out any necessary work to remedy the default then the Tenant shall forthwith upon demand reimburse to the Landlord all money so expended or incurred by the Landlord, without prejudice to any other rights and remedies of the Landlord.

57. Insurance

57.1 The Tenant shall take out and maintain public liability insurance for the sum of not less than \$2 million for any one occurrence.

57.2 The Tenant shall, within 10 days of the Commencement Date, and at any other time upon request by the Landlord, provide the Landlord with a certificate of currency from an insurer in respect of the insurance policy arranged pursuant to clause 57.1.

57.3 If the Tenant shall fail to comply with the requirements of clause 57.1, the Landlord may, without prejudice to the Landlord's other rights and remedies in respect of the breach of this Lease by the Tenant, obtain and maintain insurance cover, and the cost of such insurance shall be paid by the Tenant to the Landlord.

58. Indemnity

58.1 The Tenant agrees to occupy and use the Premises at the Tenant's risk and releases to the full extent permitted by law the Landlord, its employees, and agents from all claims and demands of any kind and from all liability which may arise in respect of any damage or injury occurring to any person or property at the Premises.

58.2 To the extent permitted by law, the Tenant shall indemnify and keep the Landlord indemnified against all liability, claims, actions, losses, damages, fines, penalties, costs and expenses of any nature which the Landlord



may suffer or incur or for which the Landlord may become liable directly or indirectly as a result of:

- (a) Any act or omission of the Tenant or persons for whom the Tenant is responsible;
- (b) Damage to property or injury to any person at or in the vicinity of the Premises wholly or partly caused by any act or omission by the Tenant or persons for whom the Tenant is responsible;
- (c) Damage to property or injury to any person caused by the use of the Premises by the Tenant or persons for whom the Tenant is responsible;
- (d) Damage to property or injury to any person caused by the condition of the Premises such as may be attributable to the Tenant; or
- (e) Any injury to any person as a result of the failure by the Tenant to comply with its obligations under clause 57 of this Lease.

59. Assignment

- 59.1 For the purposes of clause 33.1, if the Tenant is an incorporated society, 'assign' includes any change of the membership of the society or of the rules of the society having the effect of altering the effective management or control of the Tenant PROVIDED THAT nothing in this clause shall apply to a change of officers of the Tenant where such change is the result of an election held in accordance with the rules of the Tenant.

60. Alcohol

- 60.1 The Lessor acknowledges that at the commencement of this Lease the Lessee holds a licence to supply or sell alcohol on the Property. The Lessee may not manufacture alcohol on the Property. At the expiry of the current licence the Lessee shall not supply, manufacture or sell, or permit to be supplied, manufactured or sold, alcohol on the Property and shall not renew the current licence or apply for a new licence to supply or sell alcohol on the Property without the prior written approval of the Lessor. Such approval may be subject to the Lessee having an onsite alcohol management and safe transport policy in place.

61. Landlord as local authority

- 61.1 Nothing in this Lease shall be deemed to amount to a consent, approval or permission by the Landlord in its capacity as a territorial authority or consent authority or other similar capacity under the Resource Management Act 1991, Sale and Supply of Alcohol Act 2012, Building Act 2004 or any other Act, regulation or bylaw, or a representation or warranty that any consent, approval or permission shall issue. It is the sole responsibility of the Tenant to satisfy itself as to the requirements of the Nelson City Council's Resource Management Plan and to obtain any



necessary consents, approvals or permits in respect of the Tenant's use of the Premises

62. **Architectural Integrity**

62.1 Signage

Signage, insignia, corporate colours and the like shall be placed only on areas of the building designated for such by the Landlord and shall be of a style, size and colour which in the opinion of the Landlord does not adversely affect the appearance of the building or surroundings. No signs or graphic treatment shall be applied to windows or doors without the Landlord's written approval.

62.2 Window Treatment

Blinds, drapes, or other window treatments shall be approved in writing by the Landlord with the intent they shall blend appropriately with the exterior décor of the building.

62.3 Exterior and Interior work

No exterior or interior work shall be carried out without the express written approval of the Landlord. Exterior and interior work includes but is not limited to physical alterations, painting, the erection or installation of signage, aerials, satellite dishes, artwork and decoration, and landscaping.

62.4 The Tenant shall pay the Landlord's reasonable cost and expense including any architect or such other person's fees in processing and responding to any request for approval made under clauses 62.1, 62.2 and 62.3.

63. **Entire Understanding**

63.1 This Lease embodies the entire understanding and agreement between the parties hereto and any previous representations and arrangements whether express or implied in respect of the subject matter of this Lease are merged herein.

63.2 The Landlord and the Tenant shall not be bound by this Lease until this Lease has been signed by the Landlord and the Tenant.



64. **Shared Area**

- 64.1 The Tenant acknowledges that it must share the use of the Shared Area with other tenants, the public, groups or their invitees.
- 64.2 The Tenant must promptly carry out, at the Tenant's sole cost, all repairs and maintenance of the Shared Area that are attributable solely to any act or omission by the Tenant.

65. **Lease of Premises**

- 65.1 The Landlord and the Tenant agree that all buildings and other structures on the Property as at the Commencement Date are owned by the Landlord.
- 65.2 This Lease is granted pursuant to section 54(1) (b) Reserves Act 1977.

66. **Further obligations of Tenant**

- 66.1 The Tenant acknowledges that the Shared Areas within the Lease can be booked by other Tenants, members of the public, groups of their invitees. Such bookings will be made through the on-site management group for the Greenmeadows Centre. The Tenant is aware that should it require a Shared Area for longer than the allocated time of 429 hours within this Lease, the Tenant will need to book additional hours and pay for them separately through the on-site management group for the Greenmeadows Centre.
- 66.2 The Tenant shall not affix or exhibit or permit to be affixed or exhibited any noticeboard or trophy of any description on or within the Premises except on the following conditions:
- (a) That such noticeboard or trophy cabinet be previously approved by writing by the Landlord;
 - (b) That such noticeboard or trophy cabinet be secured in a substantial and proper manner; and
 - (c) That upon expiry or termination of this Lease, the Tenant will at the Tenant's expense remove all such noticeboards or trophy cabinets, and make good any damage caused by reason of the affixing, exhibiting or removal thereof.

67. **Annual Rent:**

- (a) s.7(2)(h) - enable any local authority holding the information to carry out without prejudice or disadvantage commercial activities
s.7(2)(i) - enable any local authority holding the information to carry on without prejudice or disadvantage negotiations (including commercial and industrial negotiations)



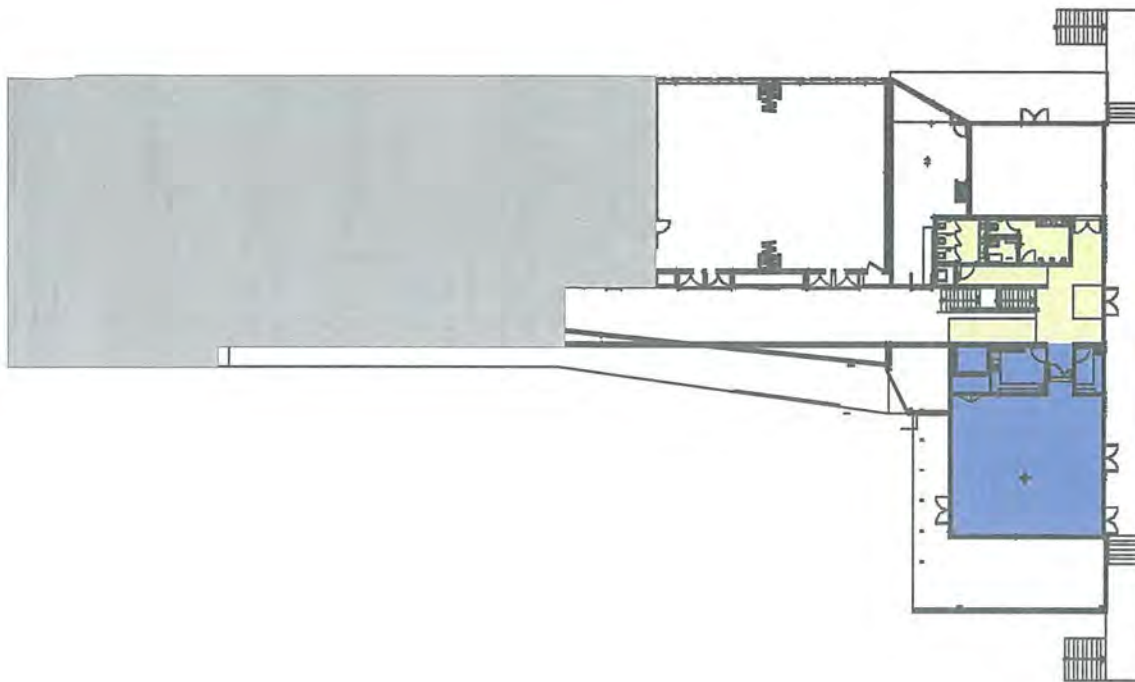
- (b) s.7(2)(h) - enable any local authority holding the information to carry out without prejudice or disadvantage commercial activities
s.7(2)(i) - enable any local authority holding the information to carry on without prejudice or disadvantage negotiations (including commercial and industrial negotiations)

- (c) In the event that this Lease is terminated within three years of the Commencement Date, the Tenant acknowledges that no part of the advance payment shall be refundable to the Tenant.
- (d) For the avoidance of doubt, the advance payment does not grant the Tenant any interest or ownership in the premises or the Landlord's fixtures, fittings and chattels thereon.

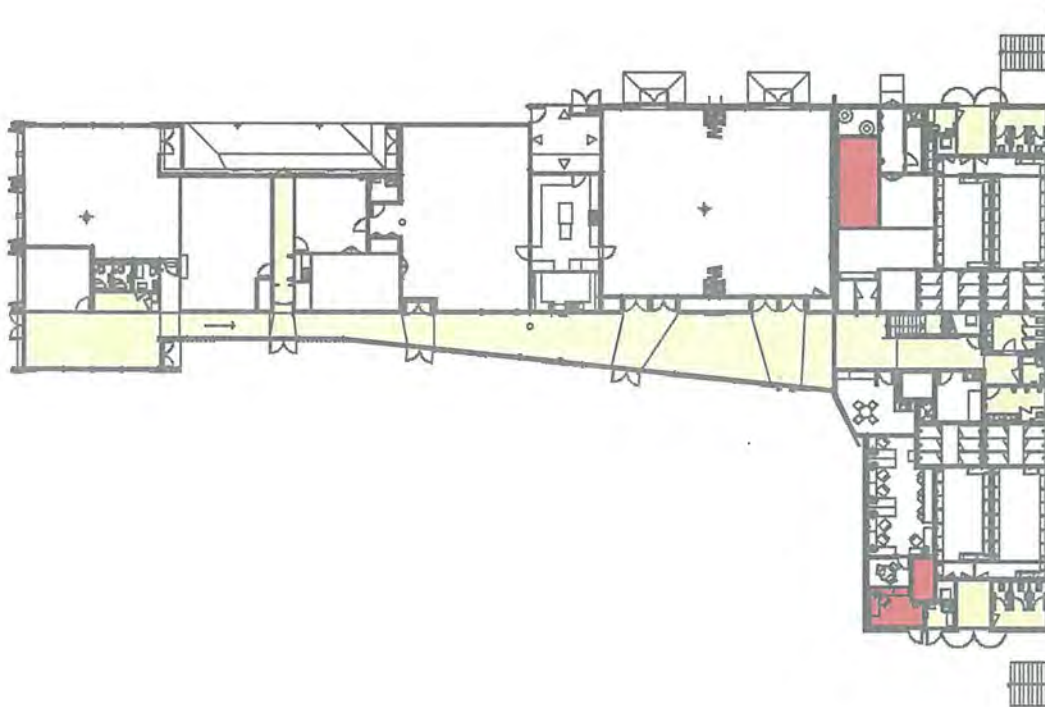
68. Shipping Container:

- (a) The Tenant owns a shipping container, which is located on the premises (shipping container).
- (b) The Tenant shall paint all external sides and the roof of the shipping container dark green within two (2) weeks of the Commencement Date, to the satisfaction of the Landlord, whose approval shall be confirmed in writing.
- (c) The Tenant shall at the Tenant's expense keep and maintain the shipping container in good order, repair and condition, including good decorative order and free from graffiti, at all times. General graffiti must be covered within 5 days of being applied and obscene graffiti shall be covered within 1 day of being applied. If a dispute arises between the Landlord and the Tenant as to whether graffiti is obscene, this shall be determined by the Landlord, whose decision shall be final.
- (d) If the shipping container is not kept in good order, repair and condition by the Tenant, including good decorative order and free from graffiti, or if 68(b) above is not complied with, the Landlord may by its employees and contractors and with all necessary equipment and material and at all reasonable times, without prejudice to its other rights and remedies pursuant to this Lease, enter on to the premises to execute the works. Any moneys expended by the Landlord in executing the works shall be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.





First Floor



Ground Floor

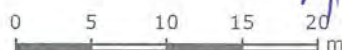
Stoke Rugby - Leased Areas

Stoke Community and Sports Facility



Leased Areas

- Common Area
- Exclusive
- Shared



Scale 1:500



December 2017

The map is an approximate representation only and must not be used to determine the location or size of items shown, or to identify legal boundaries. To the extent permitted by law, the Nelson City Council, their employees, agents and contractors will not be liable for any costs, damages or loss suffered as a result of the data or plan, and no warranty of any kind is given as to the accuracy or completeness of the information represented. Nelson City Council information is licensed under a Creative Commons Attribution 3.0 New Zealand License, and the use of any data or plan or any information downloaded must be in accordance with the terms of that licence. For more information please contact us. Cadastral information derived from Land Information New Zealand. CROWN COPYRIGHT RESERVED.

File Ref: A1885475
JIT Original map size A4.

Deed of Variation of Lease

BETWEEN

NELSON CITY COUNCIL

(Landlord)

AND

**STOKE RUGBY FOOTBALL CLUB
INCORPORATED**

(Tenant)

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.

Deed of Variation of Lease

Between NELSON CITY COUNCIL (Landlord);

And STOKE RUGBY FOOTBALL CLUB INCORPORATED (Tenant).

Background

- A. The Landlord is Landlord of the Premises under the Lease.
- B. The Landlord and the Tenant have agreed to vary the Lease as set out in this deed.

This Deed witnesses:

The Landlord and the Tenant covenant as follows:

1. Interpretation: In this deed:

1.1. Definitions:

Lease means the lease of the Premises dated 13 June 2018.

Operative Date means 1 April 2019.

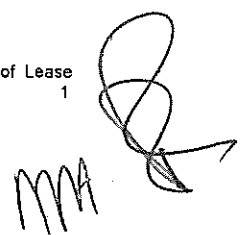
Premises means the Landlord's property situated at Main Road Stoke, Nelson, known as Greenmeadows Centre and as further described in the Lease and being part of the land described in Lots 39 and 41-46 DP 5508, Lot 2 DP 2965, Lot 1 DP 8376, PT Lot 1 DP 2784 and All DP4585 PT DP 2888.

2. Variation:

The Lease is varied as follows, with effect from the Operative Date:

2.1 s.7(2)(h) - enable any local authority holding the information to carry out without prejudice or disadvantage commercial activities

s.7(2)(i) - enable any local authority holding the information to carry on without prejudice or disadvantage negotiations (including commercial and industrial negotiations)



- 2.2 **Clause Replaced:** Clause 67(c) of the Further Terms of the Lease is deleted and replaced with the following clause:

67 (c) In the event that this Lease is terminated within four years of the Commencement Date, the Tenant acknowledges that no part of the advance payment shall be refundable to the Tenant.

3. **Continuance:** Except as expressly varied by this deed, the terms expressed or implied in the Lease continue in full force and effect.
4. **Costs:** The parties shall each bear their own legal costs of and incidental to the negotiation, preparation and execution of this deed.

Executed as a Deed this 02nd day of April 2019.

Signed as a Deed by the **NELSON CITY COUNCIL**

[Signature]
Witness Signature

Gina Fletcher
Witness Name

Executive Assistant
Witness Occupation

176 St. Nelson
Witness Address

[Signature]
Nicola Jane Harrison

Signed by **STOKE RUGBY FOOTBALL CLUB INCORPORATED** as Tenant in the presence of:

[Signature]
Witness Signature

Wendy Merlick
Witness Name

Bank Manager
Witness Occupation

109 Eighty Eight Valley Road, Warefield
Witness Address

[Signature] President

[Signature]

DEED OF LEASE

SIXTH EDITION 2012 (4)

GENERAL address of the premises:

Main Road Stoke, Nelson known as Greenmeadows Centre

DATE: 06. MAY 2019

LANDLORD:
NELSON CITY COUNCIL

TENANT:
THE STOKE COMMUNITY CENTRE INCORPORATED

GUARANTOR:

THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND TENANT covenant as set out in the First, Second and Third Schedules.

~~THE GUARANTOR covenants with the Landlord as set out in the Fourth Schedule.~~



Handwritten signatures and initials.

SIGNED by the Landlord *
NELSON CITY COUNCIL

in the presence of:

[Signature]
Witness Signature

Corina Fletcher
Witness Name

Executive Assistant
Witness Occupation

Nelson
Witness Address

[Signature]
Signature of Landlord

Nicola Jane Harrison
Print Full Name
(for a company specify position:
~~Director/Attorney/~~Authorised Signatory)

Signature of Landlord

Print Full Name
(for a company specify position:
~~Director/Attorney/~~Authorised Signatory)

SIGNED by the Tenant *
THE STOKE COMMUNITY CENTRE INCORPORATED
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

[Signature]
Signature of Tenant
LYNDEN JOHN PENKETH
Print Full Name
(for a company specify position:
~~Director/Attorney/~~Authorised Signatory)

[Signature]
Signature of Tenant
Michael Mansfield
Print Full Name
(for a company specify position:
~~Director/Attorney/~~Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company - please refer to the note on page



[Signature]

~~SIGNED~~ by the Guarantor *

in the presence of:

Signature of Guarantor

Witness Signature

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

Witness Name

Witness Occupation

Witness Address

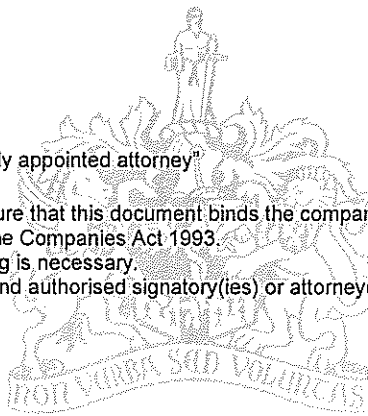
Signature of Guarantor

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.
If two directors sign, no witnessing is necessary.
If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.



Handwritten initials: JMA
Handwritten initials: JH

FIRST SCHEDULE

1. PREMISES: As set out in Clause 48 under Further Terms of Lease, Third Schedule

2. CAR PARKS: N/A

3. TERM: Three (3) years

4. COMMENCEMENT DATE: 6 May 2019

5. RIGHTS OF RENEWAL: Two (2) rights, one (1) of three (3) years and one (1) of four (4) years

6. RENEWAL DATES: 6 May 2022 and 6 May 2025

7. FINAL EXPIRY DATE: 5 May 2029

8. ANNUAL RENT: Premises \$ [REDACTED] plus GST
 (Subject to review if applicable) Car Parks \$ - plus GST
 TOTAL \$ [REDACTED] plus GST

9. BIENNIAL RENT: \$ [REDACTED] plus GST
~~MONTHLY RENT:~~

10. RENT PAYMENT DATES: Twice yearly at six month intervals
 The [REDACTED] day of each month commencing on the 6th day
 of May 2019

11. RENT REVIEW DATES: (Specify review type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified there will be no reviews. Where there is a conflict in dates, the market rent review date will apply.)
 1. ~~Market~~ rent review dates:
 Two (2) years from the Commencement Date and then every three (3) years thereafter.
 Refer to Clause 51.
 2. ~~CPI~~ rent review dates:

12. DEFAULT INTEREST RATE: A rate per annum equal to 5% per annum above the 90 day bank bill rate published by the Reserve Bank of New Zealand fixed on a monthly basis on the first day of each month and where such rate is not published, on the next day when such rate is published, or an equivalent rate should the 90 day bank bill rate not exist. % per annum

13. BUSINESS USE: Community Centre and associated activities (subclause 16.1)

14. LANDLORD'S INSURANCE:

(subclause 23.1)

(Delete or amend extent of cover as appropriate)

- (1) Cover for the building against damage and destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; on the following basis:

- (a) Full replacement and reinstatement (including loss damage or destruction of windows and other glass);

OR

- ~~(b) Indemnity to full insurable value (including loss damage or destruction of windows and other glass);~~

(Delete either (a) or (b): if neither option is deleted, then option (a) applies)

- ~~(2) Cover for the following additional risks:~~

- ~~(a) (i) 12 months~~

OR

- ~~(ii) _____ months~~

~~indemnity in respect of consequential loss of rent and outgoings;~~

- ~~(b) Loss damage or destruction of any of the Landlord's fixtures, fittings and chattels;~~

- ~~(c) Public liability~~

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed then option (ii) applies)

15. NO ACCESS PERIOD:

(subclause 27.6)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)

- (1) 9 months

OR

- ~~(2) _____~~

16. PROPORTION OF OUTGOINGS:

(subclause 3.1)

- 0 % which at commencement date is estimated to be \$ _____ Plus GST per annum

17. LIMITED LIABILITY TRUSTEE:

(subclause 45.2)

18. OUTGOINGS:

(clause 3)

- ~~(1) Rates or levies payable to any local or territorial authority;~~
- ~~(2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges;~~
- ~~(3) Rubbish collection and recycling charges;~~
- ~~(4) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment;~~
- ~~(5) Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees (subject to subclause 23.2);~~
- ~~(6) Service contract charges for air conditioning, lifts, other building services and security services;~~
- ~~(7) Cleaning, maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair); repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services;~~
- ~~(8) The provisioning of toilets and other shared facilities;~~
- ~~(9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences;~~
- ~~(10) Yard and car parking area maintenance and repair charges but excluding charges for repaving or resealing;~~
- ~~(11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses;~~
- ~~(12) Management expenses (subject to subclause 3.7);~~
- ~~(13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 100 and 140 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004;~~

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 4.1 The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

Market Rent Review

- 2.1 The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be determined as follows:
- (a) Either party may not earlier than 3 months prior to a market rent review date and not later than the next rent review date (regardless of whether the next rent review date is a market or GPI rent review date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date;
 - (b) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 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 market rent, then the new rent shall be determined in accordance with subclause 2.2;
 - (c) 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;
 - (d) Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term;
 - (e) The annual rent agreed, determined or imposed pursuant to subclause 2.1 shall be the annual rent payable as from the relevant market rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to subclause 2.3 and 2.4;
 - (f) The market rent review at the option of either party may be recorded in a deed.

Rent Determinations

- 2.2 Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:
- (a) By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - (b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (1) Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent;
 - (2) If the party receiving a notice fails to appoint a valuer within the 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;
 - (3) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers;
 - (4) The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert;
 - (5) Each party shall be given the opportunity to make written or 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 of the representations but not be bound by them;
 - (6) The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party;
 - (7) If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this subclause 2.2.

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

Interim Market Rent

- 2.3 Pending determination of the new rent, the Tenant shall from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:
- (a) 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
 - (b) if only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - (c) if no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date;
- but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.
- The interim rent shall be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 2.4, shall not be subject to adjustment.
- 2.4 Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

GPI Rent Review

2.5 The annual rent payable from each GPI rent review date shall be determined as follows:

- (a) The Landlord shall adjust the annual rent on the basis of increases (and not decreases) in the GPI by giving notice to the Tenant of the increase (if any) using the formula:

$$A = B \times (G + D)$$

Where:

A = the GPI reviewed rent from the relevant GPI rent review date

B = the annual rent payable immediately before the relevant GPI rent review date

G = GPI for the quarter year ending immediately before the relevant GPI rent review date

D = GPI for the quarter year ending immediately before the last rent review date or if there is no previous rent review date, the commencement date of the then current term of the lease (and in the case where A is the GPI 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 date of the preceding term)

where (G+D) shall not be less than 1;

- (b) If the GPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the GPI, or a resetting of the GPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used;

- (c) If the relevant GPI is not published at the relevant GPI rent review date, as soon as the GPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant GPI rent review date;

- (d) Notwithstanding any other provision of subclause 2.5, the annual rent payable as from the relevant GPI rent review date shall not be less than the annual rent payable immediately preceding the GPI rent review date (and in the case where the relevant GPI rent review date is a renewal date, the annual rent payable at the expiry of the preceding term);

2.6 The new rent determined pursuant to subclause 2.5 shall be payable from the relevant GPI rent review date once it is determined by the Landlord giving notice under that subclause. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the GPI rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.

Outgoings

3.1 The Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration;

3.2 The Landlord shall vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing;

3.3 If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing shall not be payable by the Tenant;

3.4 The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term;

3.5 The outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of a reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand;

3.6 After the 31st March in each year of the term or other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand;

3.7 Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing;

Goods and Services Tax

4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rental and other payments payable by the Tenant under this lease. 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 upon demand.

4.2 If the Tenant shall make default in payment of the rental or other moneys payable under this lease and the Landlord becomes liable to pay Default GST then the Tenant shall on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under subclause 5.1.

Interest on Unpaid Money

5.1 If the Tenant defaults in payment of the rent or other moneys payable under this lease for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.

5.2 Unless a contrary intention appears on the front page or elsewhere in this lease the default interest rate is equivalent to 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 cent per annum.

Costs

6.1 Each party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Tenant shall pay the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between lawyer and client) of and incidental to the enforcement of the Landlord's rights remedies and powers under this lease;

LANDLORD'S PAYMENTS**Outgoings**

7.1 Subject to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

MAINTENANCE AND CARE OF PREMISES**Tenant's Obligations**

8.1 The Tenant shall be responsible to:

(a) **Maintain the premises**

In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises in the same clean order repair and condition as they were in at the commencement date of this lease (or where the lease is renewed, the commencement date of the initial term of this lease) and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. The premises condition report (if completed) shall be evidence of the condition of the premises at the commencement date of this lease. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.

(b) **Breakages and minor replacements**

Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors windows light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.

(c) **Painting**

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of this lease (or where the lease is renewed the commencement date of the initial term of this lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord ~~such approval not to be unreasonably withheld.~~

(d) **Floor coverings**

Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord.

(e) **Damage or Loss**

Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.

~~8.2 Where the Tenant is leasing all of the property, the Tenant shall:~~

~~(a) **Care of grounds**~~

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

~~(b) **Water and drainage**~~

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

~~(c) **Other works**~~

~~Carry out those works maintenance and repairs to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.~~

8.3 Notwithstanding subclause 8.1(a) the Tenant shall not be liable for the maintenance or repair of any building services but this subclause shall not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

8.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.

8.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of subclauses 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

Toilets

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

Rubbish Removal

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

Landlord's Maintenance

11.1 The Landlord shall keep and maintain the building, all building services and the car parks in good order and repair and weatherproof but the Landlord shall not be liable for any:

(a) Repair or maintenance which the Tenant is responsible to undertake.

(b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord.

(c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks.

(d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.

11.2 The Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.

11.3 The Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract pursuant to subclauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

Notification of Defects

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

Landlord's Right of Inspection

- 13.1 The Landlord and the Landlord's employees contractors and invitees may at all reasonable times and after having given prior written notice to the Tenant (except in the case of emergencies) enter upon the premises to view their condition.

Landlord may Repair

- 14.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergencies) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works shall be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

Access for Works

- 15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out works to the premises or adjacent premises and to install inspect repair renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs inspections and works shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.
- 15.2 If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in subclause 15.1, then during the period the works are being carried out a fair proportion of the rent and outgoings shall cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under subclause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3 If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in subclause 15.1 to be carried out, the Landlord may give the Tenant reasonable written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings shall cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4 The Landlord shall act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with subclauses 15.1 and 15.3.

USE OF PREMISES**Business Use**

- 16.1 The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use which is:
- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use; and
 - (b) reasonably suitable for the premises; and
 - (c) compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.
- If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.
- 16.2 If any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- 16.3 If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

Lease of Premises and Car Parks Only

- 17.1 The tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation to it other than the rights of use under this lease.

Neglect of Other Tenant

- 18.1 The Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

Signage

- 19.1 The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord but approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned in connection with the signage.

Additions, Alterations, Reinstatement and Chattels Removal

- 20.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of this lease the Tenant will at the Tenant's own expense if required by the Landlord no later than the end or earlier termination of the term reinstate the premises. Ownership of the alterations or additions that are not removed by the end or earlier termination of the lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2 The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act and shall provide copies of the building consents and code compliance certificates to the Landlord.

- * 16.4 The Tenant shall not change the business use.

- 20.3 The Tenant may at any time before and will if required by the Landlord no later than the end or earlier termination of the term remove all the Tenant's chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to subclause 20.1 the Tenant will make good at the Tenant's own expense all resulting damage and if the chattels are not removed by the end or earlier termination of the term ownership of the chattels may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where subclause 27.5 applies, the time by which the Tenant must remove the chattels and to make good all resulting damage will be extended to 5 working days after access to the premises is available.
- 20.4 The cost of making good resulting damage and the cost of removal of the Tenant's chattels shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

Compliance with Statutes and Regulations

- 21.1 The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant provided that:
- (a) The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
 - (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
 - (c) The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from a competent authority under this subclause.
- 21.2 If the Landlord is obliged by any legislation or requirement of any competent authority to expend moneys during the term of this lease or any renewed term on any improvement addition or alteration to the property which is not the Tenant's responsibility under subclause 21.1 and the expenditure would be an unreasonable amount then the Landlord may determine this lease. Any dispute as to whether or not the amount to be expended by the Landlord is unreasonable shall be determined by arbitration.
- 21.3 The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.
- 21.4 The Tenant, when undertaking any building work to the premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5 During the term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

No Noxious Use

- 22.1 The Tenant shall not:
- (a) Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of a weight size or shape as is likely to cause damage to the building or any surfaced area.
 - (b) Contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.
 - (c) Use the premises or allow them to be used for any noxious illegal or offensive trade or business.
 - (d) Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

INSURANCE

Landlord shall insure

- 23.1 The Landlord shall at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this subclause becomes unavailable during the term of this lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.
- 23.2 The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured, or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to. If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant will pay the Landlord the amount of the excess not exceeding the sum specified in the list of outgoings in the First Schedule

Tenant not to void insurance

- 24.1 The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- (a) Shall make void or voidable any policy of insurance on the property.
 - (b) May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.
- 24.2 In any case where in breach of subclause 24.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant shall at once compensate the Landlord in full for such loss or damage.

When Tenant to have benefit of Landlord's insurance

- 25.1 Where the property is destroyed or damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this subclause if and to the extent that:
- (a) The destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
 - (b) The destruction or damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (1) occurred on or about the property; and
 - (2) constitutes an imprisonable offence; or
 - (c) Any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES**Total Destruction**

- 26.1 If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- (a) as to render the premises untenable then the term shall at once terminate from the date of destruction or damage; or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.

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

Partial Destruction

- 27.1 If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - (b) all the necessary permits and consents are obtainable,
- the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

No Access in Emergency

- 27.5 If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent reduce or overcome any hazard, harm or loss that may be associated with the emergency including:
- (a) a prohibited or restricted access cordon applying to the premises; or
 - (b) prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
 - (c) restriction on occupation of the premises by any competent authority,
- then a fair proportion of the rent and outgoings shall cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.
- 27.6 This subclause 27.5 applies where subclause 27.5 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the lease being cancelled as provided for in subclauses 26.1 or 27.4. Either party may terminate this lease by giving 10 working days written notice to the other if:
- (a) the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
 - (b) the party that terminates this lease can at any time prior to termination establish with reasonable certainty that the Tenant is unable to gain access to the premises for that period.

Any termination shall be without prejudice to the rights of either party against the other.

DEFAULT**Cancellation**

- 28.1 The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:
- (a) If the rent shall be in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
 - (b) In case of breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in this lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
 - (c) If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors.
 - (d) In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.

- (e) If the Tenant shall suffer execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000).

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

Essentiality of Payments

- 29.1 Failure to pay rent or other moneys payable under this lease on the due date shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. This entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

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

QUIET ENJOYMENT

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

RENEWAL OF LEASE

- 32.1 If the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of the notice in breach of this lease then the Landlord will grant a new lease for a further term from the renewal date as follows:
- (a) If the renewal date is a market rent review date the annual rent shall be the current market rent which if not agreed on shall be determined in accordance with subclause 2.2 but the annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term.
 - (b) If the renewal date is a CPI rent review date, the annual rent shall be determined in accordance with subclause 2.5.
 - (c) Subject to the provisions of paragraphs (a) and (b) the new lease shall be upon and subject to the covenants and agreements expressed and implied in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date.
 - (d) The annual rent shall be subject to review during the term of the new lease on the rent review dates specified in the First Schedule.
 - (e) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice or the security of a bank guarantee that has been given.
 - (f) If the renewal date is a market rent review date, pending the determination of the rent, the Tenant shall pay an interim rent in accordance with subclauses 2.3 and 2.4.
 - (g) Notwithstanding anything contained in subclause 32.1(f) the interim rent referred to in that subclause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.
 - (h) The parties will not be released by the renewal of the lease from any liability for any breach under this lease.

ASSIGNMENT OR SUBLETTING

- 33.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises, the carparks (if any) or any part of them without first obtaining the written consent of the Landlord which the Landlord shall not unreasonably withhold or delay if the following conditions are fulfilled:
- (a) The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease and in the case of the subtenant the subtenant's commitments under the sublease. The Tenant shall give the Landlord any additional information reasonably required by the Landlord.
 - (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.
 - (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.
 - (d) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia) either a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord or a bank guarantee from a registered trading bank in New Zealand on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease is provided to the Landlord.
 - (e) The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.
- 33.2 Where the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 33.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably withheld or delayed.

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UNIT TITLE PROVISIONS

~~34.1~~ Clause 34 applies where the property is part of a unit title development.

Body Corporate

~~34.2~~ The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in subclauses 34.2 to 34.7 "the Act") in respect of the property.

Act and Rules Paramount

~~34.3~~ This lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

Insurance

~~34.4~~ Unless the Body Corporate has resolved that the Landlord is to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance cover in accordance with the Act.

Landlord's Obligations

~~34.5~~ The Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

Tenant's Obligations

~~34.6~~ The Tenant shall comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property.

Consents

~~34.7~~ Where in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act.

CARPARKS

~~35.1~~ The Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.

~~35.2~~ The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to subclauses 26.1 or 27.3.

~~35.3~~ The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular shall only use the car parks for the parking of one motor vehicle per parking space.

~~35.4~~ The provisions of the Second Schedule shall apply to the car parks as appropriate.

GENERAL**Holding Over**

36.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation shall be a periodic tenancy only terminable by at least 20 working days notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under this lease.

Access for Re-Letting or Sale

37.1 The Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) Any such inspection is at a time which is reasonably convenient to the Tenant and after reasonable written notice.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

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

Affirmation

39.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

Waiver

40.1 No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

41.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest under this lease.

Notices

42.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

- 42.2 In respect of the means of service specified in subclause 42.1(b)(2), a notice is deemed to have been served:
- (a) In the case of personal delivery, when received by the addressee.
 - (b) In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
 - (c) In the case of facsimile transmission, when sent to the addressee's facsimile number.
 - (d) In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.
- 42.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 42.4 A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 42.5 Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 47.1(p).
- 42.6 Any period of notice required to be given under this agreement shall be computed by excluding the date of service.

Arbitration

- 43.1 The parties shall first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 43.2 Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 43.3 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the president or vice president of the New Zealand Law Society. 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 to this and varied accordingly.
- 43.4 The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in subclause 28.1.

No Implied Terms

- 44.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this lease where allowed.

Limitation of Liability

- ~~45.1 If any person enters into this lease as trustee of a trust, then:~~
- ~~(a) That person warrants that:~~
 - ~~(1) that person has power to enter into this lease under the terms of the trust; and~~
 - ~~(2) that person has properly signed this lease in accordance with the terms of the trust; and~~
 - ~~(3) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and~~
 - ~~(4) all of the persons who are trustees of the trust have approved entry into this lease.~~
 - ~~(b) 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 under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.~~
- ~~45.2 Notwithstanding subclause 45.1, a party to this lease that is named in item 17 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 45.1(b).~~

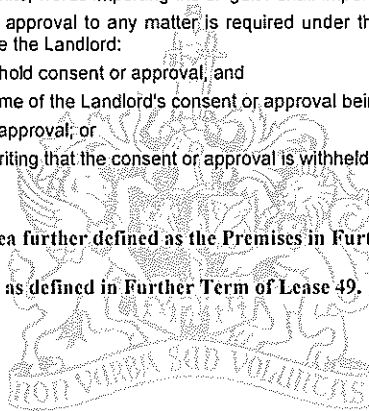
Counterparts

- 46.1 This lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by facsimile or email.

DEFINITIONS AND INTERPRETATION

- 47.1 In this lease:
- (a) "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
 - ~~(b) "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.~~
 - (c) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
 - (d) "emergency" for the purposes of subclause 27.5 means a situation that:
 - (1) is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service; and
 - (2) causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
 - (3) the event is not caused by any act or omission of the Landlord or Tenant.

- (e) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (f) "premises" includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule.
- (g) "premises condition report" means the report as set out in the Sixth Schedule.
- (h) "renewal" means the granting of a new lease as provided for in subclause 32.1.
- (i) "rules" in clause 34 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (j) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (k) "term" includes, where the context requires, a further term if the lease is renewed.
- (l) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers, and as defined in Further Term of Lease 50.1.
- (m) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (n) "the property" and "the building" mean the land, building(s) or improvements of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
- (o) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees.
- (p) "working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.
- (q) A reference in this lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (r) A reference to the words "include" or "including" are to be interpreted without limitation.
- (s) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (t) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (u) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (v) Where the Landlord's consent or approval to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
- (1) must not unreasonably withhold consent or approval, and
 - (2) must, within a reasonable time of the Landlord's consent or approval being requested:
 - (i) grant that consent or approval; or
 - (ii) notify the Tenant in writing that the consent or approval is withheld.
- (w) "Exclusive Area" means the area further defined as the Premises in Further Terms of Lease 48.
- (y) "Shared Area" means the areas as defined in Further Term of Lease 49.



THIRD SCHEDULE

FURTHER TERMS (if any)

Refer to attached.



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FOURTH SCHEDULE

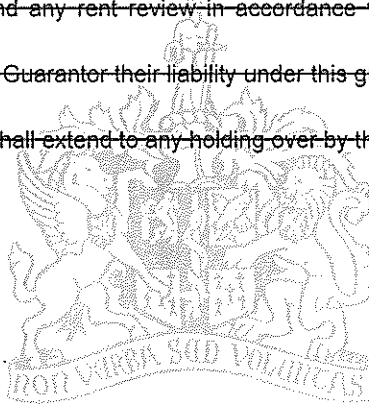
GUARANTEE

~~IN CONSIDERATION of the Landlord entering into the lease at the Guarantor's request the Guarantor:~~

- ~~(a) Guarantees payment of the rent and the performance by the Tenant of the covenants in the lease;~~
- ~~(b) Indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person;~~

~~THE GUARANTOR covenants with the Landlord that:~~

- ~~1. No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier;~~
- ~~2. As between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor;~~
- ~~3. The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive the rent;~~
- ~~4. An assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability;~~
- ~~5. Should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several;~~
- ~~6. The Guarantee and indemnity shall extend to any holding over by the Tenant;~~



FIFTH SCHEDULE

LANDLORD'S FIXTURES AND FITTINGS

(Subclause 47.1(f))

Refer to attached Schedule



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C43

SIXTH SCHEDULE

PREMISES CONDITION REPORT

(Subclause 8.1)

Refer to attached Schedule



A handwritten signature in black ink, appearing to be 'M. J. P.' followed by a stylized flourish.

Dated _____

Between
NELSON CITY COUNCIL

Landlord

and
THE STOKE COMMUNITY CENTRE INCORPORATED

Tenant

and _____

Guarantor



DEED OF LEASE

General address of the premises:

Main Road, Stoke, Nelson known as Greenmeadows Centre

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Further Terms continued

48. Premises (Exclusive Area)

- 48.1 The Tenant shall have exclusive use of approximately 37m² being that part of the land and building outlined in red on the plan attached to this Lease, for desk and storage space for 24 hours per day for 52 weeks of the year (Exclusive Area).

49. Shared Area

- 49.1 The Tenant shall share the use of approximately 160.81m² being that part of the land and building outlined in blue on the plan attached to this Lease, being a kitchen area, ground floor function room, office space and ground floor break out room 2. The Tenant shall have exclusive rights of use to this shared area from 7am to 4pm, Monday to Thursday (four days a week) for 52 weeks of the year (Shared Area).

50. Common Area

- 50.1 The Tenant shall also have the right to use the common area of the land and building described on the plan attached, being that part of the Land which is necessary for the enjoyment of the Property and which is shared with members of the public, other tenants and occupiers of the Land (Common Area).

51. Rent Review

- 51.1 The Landlord may review the annual rent payable as from the Rent Review Dates described in the First Schedule.
- 51.2 Upon review, the rental payable by the Tenant under this Lease shall be calculated in accordance with the Landlord's policy, as at the date of review, on rental paid by community groups/sports clubs who lease land from the Landlord and shall be approved by the Minister of Conservation (or any person to whom the Minister has delegated their powers under the Reserves Act 1977) PROVIDED THAT in no event shall the new rental ever be less than the annual rental payable for the immediately preceding rental period.
- 51.3 Any review of rental pursuant to this clause shall take effect from the relevant Rent Review Date whether the Landlord gave the Tenant notice of the new rental before or after the Rental Review Date.
- 51.4 The Tenant and the Landlord shall (if required by the Landlord) complete a deed at the expense of the Tenant recording the new rental.
- 51.5 If at any of the Rental Review Dates there is in force any statute restricting the Landlord's right to increase the rental the Landlord may, at any time after such restriction is removed, relaxed or modified, on giving not less than one months' notice in writing to the Tenant, review the rental of the Premises at the date of such removal, relaxation or



modification. Subsequent reviews of rental shall occur on the dates provided in the First Schedule notwithstanding any review pursuant to this clause. The Landlord may recover any resulting increase in the rental with effect from such date of removal, relaxation or modification.

52. Tenant to pay Landlord's Costs

52.1 In addition to the rental and other monies reserved by this Lease the Tenant shall pay:

- (a) An administration fee of \$300.00 plus GST to the Landlord on the signing of this Deed;
- (b) The Landlord's costs in obtaining any consents and approvals associated with this Lease; and
- (c) All costs, charges and expenses for which the Landlord shall become liable in consequence of or in connection with any breach or default by the Tenant of this Lease.

53. Mutual Benefit for users of Greenmeadows Reserve

53.1 The property is part of a public reserve that serves a range of sporting codes and user groups. The Tenant acknowledges that there is a need for all parties using the reserve to co-operate to the advantage of all and without prejudice to its rights the Tenant agrees to so co-operate wherever reasonably possible.

54. Rules and Directions for Significant Events

54.1 The property forms part of Greenmeadows Reserve, a major sporting and recreation venue for Stoke and Nelson. The Landlord for the purpose of hosting a significant event may from time to time during the Term issue to the Tenant rules and directions for use of the property and it shall be the duty of the Tenant to ensure observance of any such rules and directions by any persons using the property pursuant to this Lease.

54.2 In the event that Rules and Directions issued under Clause 54.1 require the property to be available for use by any persons other than the Tenant, the Landlord will consult with the Tenant in regard to prescheduled use of the property and endeavour to avoid conflict with prescheduled use of the property.

54.3 The Tenant shall comply with the provisions of the Major Events Management Act 2007 ("MEMA") to the extent that MEMA relates to or effects the conduct of the Permitted Use on the property and any use of adjoining Land.

55. Naming Rights

55.1 The Tenant has no naming rights in respect of the Property.



56. **Health and Safety**

56.1 The Tenant shall at all times during the term of this Lease comply with its duties and obligations under:

- (a) The Health and Safety at Work Act 2015, any amendments thereof, and any Act in substitution therefor (**the Act**); and
- (b) All regulations, rules, guidelines and codes of practice made under the Act from time to time and any amendments thereof.

56.2 Without limiting anything in clause 56.1, the Tenant shall:

- (a) Provide and maintain a work environment at the Premises that is without risks to health and safety;
- (b) Ensure that persons on the Premises, and on land in the vicinity of the Premises, are not exposed to risks to their health and safety that are under the control of the Tenant;
- (c) Develop procedures for dealing with emergencies that may arise on the Premises, and ensure that persons for whom the Tenant is responsible, and employees of such persons, understand and comply with those procedures;
- (d) Ensure that there are in place effective methods for regularly identifying existing and new risks to the health and safety of persons at and in the vicinity of the Premises, and inform the Landlord in writing of all such risks identified by the Tenant;
- (e) Co-operate with and assist the Landlord to comply with the Landlord's duties and obligations in relation to the property and the Premises (if any) under the Act and all regulations, rules, guidelines and codes of practice made thereunder, any amendments thereof, and anything in substitution therefor;
- (f) Provide training, information, instruction and supervision necessary to protect those for whom the Tenant is responsible, and employees of such persons, from risks to their health and safety arising from activities carried out at the Premises ;
- (g) Acquire, and keep up to date, knowledge of work health and safety matters;
- (h) Ensure that it has appropriate processes for receiving and considering information regarding incidents, hazards, and risks, and for responding in a timely way to that information.

56.3 In clause 56.2 'health' shall have the meaning given to that word by the Act.

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- 56.4 The Tenant shall immediately give notice to the Landlord of:
- (a) Any damage to property as a result of the Tenant's activities on the Premises;
 - (b) Any circumstances occurring within the Premises likely to cause damage to property;
 - (c) Any accident that harms any person at the Premises; and
 - (d) Any notifiable event (as defined in the Act) occurring at the Premises.
- 56.5 If the Tenant shall default in carrying out any of its obligations under clauses 56.1 to 56.4 and if the Landlord shall choose to carry out any necessary work to remedy the default then the Tenant shall forthwith upon demand reimburse to the Landlord all money so expended or incurred by the Landlord, without prejudice to any other rights and remedies of the Landlord.
57. **Insurance**
- 57.1 The Tenant shall take out and maintain public liability insurance for the sum of not less than \$2 million for any one occurrence.
- 57.2 The Tenant shall, within 10 days of the Commencement Date, and at any other time upon request by the Landlord, provide the Landlord with a certificate of currency from an insurer in respect of the insurance policy arranged pursuant to clause 57.1.
- 57.3 If the Tenant shall fail to comply with the requirements of clause 57.1, the Landlord may, without prejudice to the Landlord's other rights and remedies in respect of the breach of this Lease by the Tenant, obtain and maintain insurance cover, and the cost of such insurance shall be paid by the Tenant to the Landlord.
58. **Indemnity**
- 58.1 The Tenant agrees to occupy and use the Premises at the Tenant's risk and releases to the full extent permitted by law the Landlord, its employees, and agents from all claims and demands of any kind and from all liability which may arise in respect of any damage or injury occurring to any person or property at the Premises.
- 58.2 To the extent permitted by law, the Tenant shall indemnify and keep the Landlord indemnified against all liability, claims, actions, losses, damages, fines, penalties, costs and expenses of any nature which the Landlord may suffer or incur or for which the Landlord may become liable directly or indirectly as a result of:

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

- (a) Any act or omission of the Tenant or persons for whom the Tenant is responsible;
- (b) Damage to property or injury to any person at or in the vicinity of the Premises wholly or partly caused by any act or omission by the Tenant or persons for whom the Tenant is responsible;
- (c) Damage to property or injury to any person caused by the use of the Premises by the Tenant or persons for whom the Tenant is responsible;
- (d) Damage to property or injury to any person caused by the condition of the Premises such as may be attributable to the Tenant; or
- (e) Any injury to any person as a result of the failure by the Tenant to comply with its obligations under clause 56 of this Lease.

59. Assignment

- 59.1 For the purposes of clause 33.1, if the Tenant is an incorporated society, 'assign' includes any change of the membership of the society or of the rules of the society having the effect of altering the effective management or control of the Tenant PROVIDED THAT nothing in this clause shall apply to a change of officers of the Tenant where such change is the result of an election held in accordance with the rules of the Tenant.

60. Alcohol

- 60.1 The Lessor acknowledges that at the commencement or during this Lease the Lessee may hold a licence to supply or sell alcohol on the Property. The Lessee may not manufacture alcohol on the Property. At the expiry of any alcohol licence the Lessee shall not supply, manufacture or sell, or permit to be supplied, manufactured or sold, alcohol on the Property and shall not renew the licence or apply for a new licence to supply or sell alcohol on the Property without the prior written approval of the Lessor. Such approval may be subject to the Lessee having an onsite alcohol management and safe transport policy in place.

61. Landlord as local authority

- 61.1 Nothing in this Lease shall be deemed to amount to a consent, approval or permission by the Landlord in its capacity as a territorial authority or consent authority or other similar capacity under the Resource Management Act 1991, Sale and Supply of Alcohol Act 2012, Building Act 2004 or any other Act, regulation or bylaw, or a representation or warranty that any consent, approval or permission shall issue. It is the sole responsibility of the Tenant to satisfy itself as to the requirements of the Nelson City Council's Resource Management Plan and to obtain any necessary consents, approvals or permits in respect of the Tenant's use of the Premises

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

62. Architectural Integrity

62.1 Signage

Signage, insignia, corporate colours and the like shall be placed only on areas of the building designated for such by the Landlord and shall be of a style, size and colour which in the opinion of the Landlord does not adversely affect the appearance of the building or surroundings. No signs or graphic treatment shall be applied to windows or doors without the Landlord's written approval.

62.2 Window Treatment

Blinds, drapes, or other window treatments shall be approved in writing by the Landlord with the intent they shall blend appropriately with the exterior décor of the building.

62.3 Exterior and Interior work

No exterior or interior work shall be carried out without the express written approval of the Landlord. Exterior and interior work includes but is not limited to physical alterations, painting, the erection or installation of signage, aerials, satellite dishes, artwork and decoration, and landscaping.

62.4 The Tenant shall pay the Landlord's reasonable cost and expense including any architect or such other person's fees in processing and responding to any request for approval made under clauses 62.1, 62.2 and 62.3.

63. Entire Understanding

63.1 This Lease embodies the entire understanding and agreement between the parties hereto and any previous representations and arrangements whether express or implied in respect of the subject matter of this Lease are merged herein.

63.2 The Landlord and the Tenant shall not be bound by this Lease until this Lease has been signed by the Landlord and the Tenant.

64. Shared Area

64.1 The Tenant acknowledges that it must share the use of the Shared Area with other tenants, the public, groups or their invitees.

64.2 The Tenant must promptly carry out, at the Tenant's sole cost, all repairs and maintenance of the Shared Area that are attributable solely to any act or omission by the Tenant.

65. Lease of Premises

65.1 The Landlord and the Tenant agree that all buildings and other structures on the Property as at the Commencement Date are owned by the Landlord.

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

65.2 This Lease is granted pursuant to section 54(1) (b) Reserves Act 1977.

66. Further obligations of Tenant

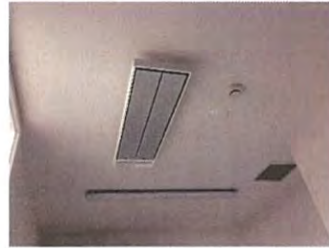
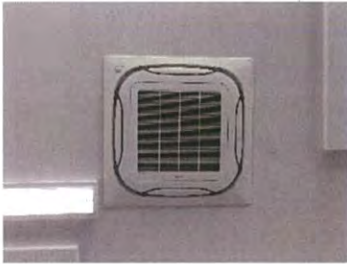
66.1 The Tenant acknowledges that the Shared Areas within the Lease can be booked by other Tenants, members of the public, groups of their invitees. Such bookings will be made through the on-site management group for the Greenmeadows Centre. The Tenant is aware that should it require a Shared Area for longer than the allocated time within this Lease, the Tenant will need to book additional hours and pay for them separately through the on-site management group for the Greenmeadows Centre.

66.2 The Tenant shall not affix or exhibit or permit to be affixed or exhibited any noticeboard or trophy of any description on or within the Premises except on the following conditions:

- (a) That such noticeboard or trophy cabinet be previously approved by writing by the Landlord;
- (b) That such noticeboard or trophy cabinet be secured in a substantial and proper manner; and
- (c) That upon expiry or termination of this Lease, the Tenant will at the Tenant's expense remove all such noticeboards or trophy cabinets, and make good any damage caused by reason of the affixing, exhibiting or removal thereof.

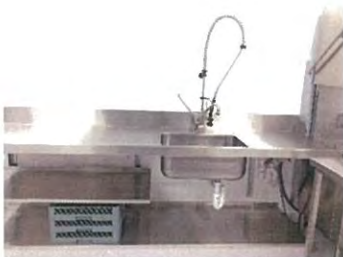
A handwritten signature in black ink, appearing to be 'NMA' followed by a stylized flourish.

FIFTH SCHEDULE
LANDLORDS FIXTURE AND FITTINGS
Condition As New



Air conditioning unit and lights – Ground Floor Breakout & Function Room

Downstairs Kitchen:



Kitchen Sink



Wash Hand Basin & Hot Water Tap



Kitchen Sink



Kitchen Island

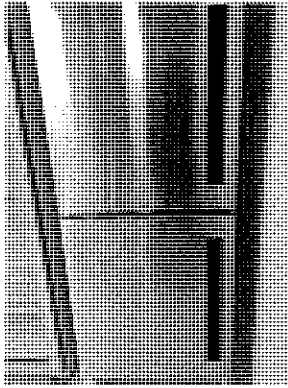


Extractor

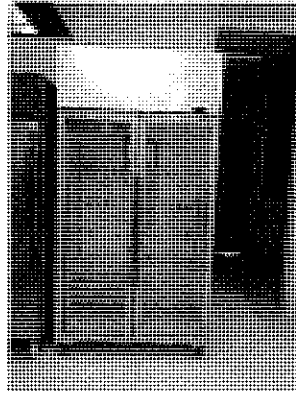


Ovens

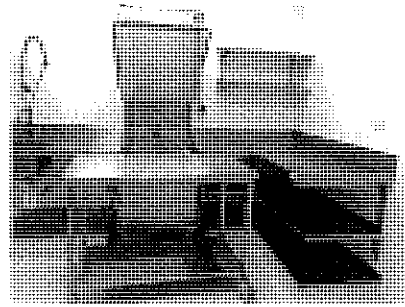
MA 2/1



Fridge Freezer



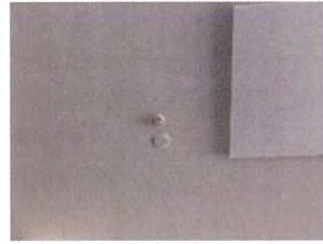
Chiller



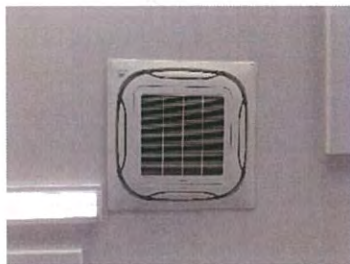
Dishwasher

MD
1/2

SIXTH SCHEDULE
PREMISES CONDITION REPORT
Condition As New



Ground Floor breakout Room 2



Ground Floor breakout Room 2 Ceiling

Office



Accessibility Bathroom

Large Store – shelves belong to Stoke Seniors

NOT A P/h



Ground Floor Function Room



Pantry in Service Court



Downstairs Kitchen



Downstairs Kitchen

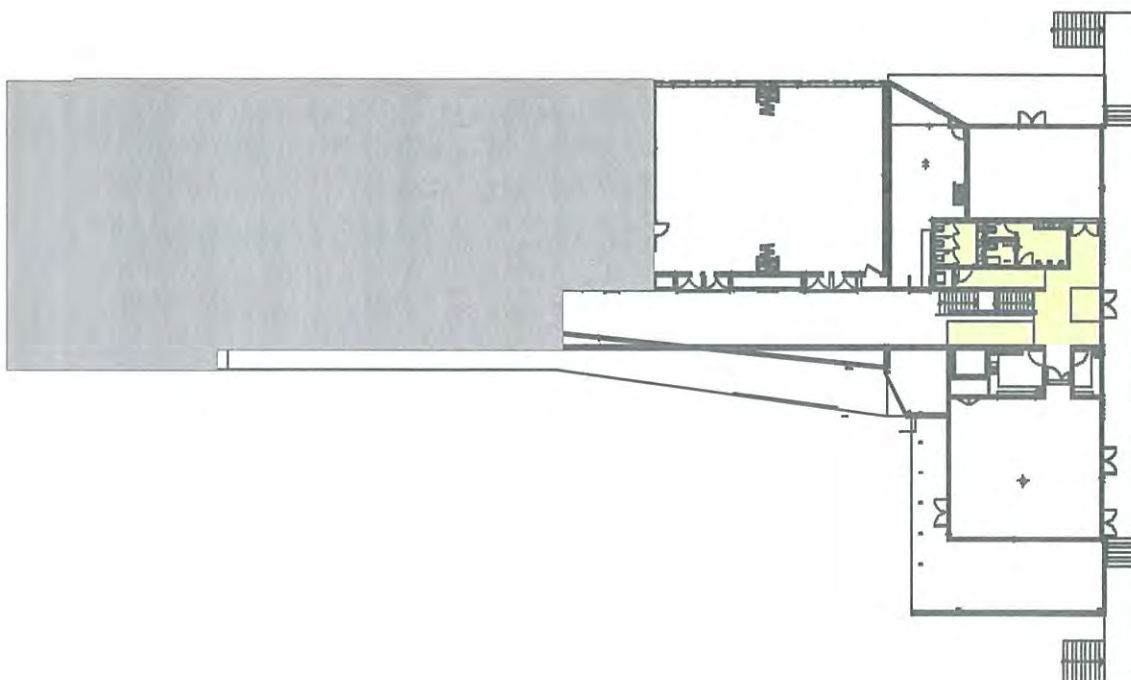


Handwritten signature or initials.

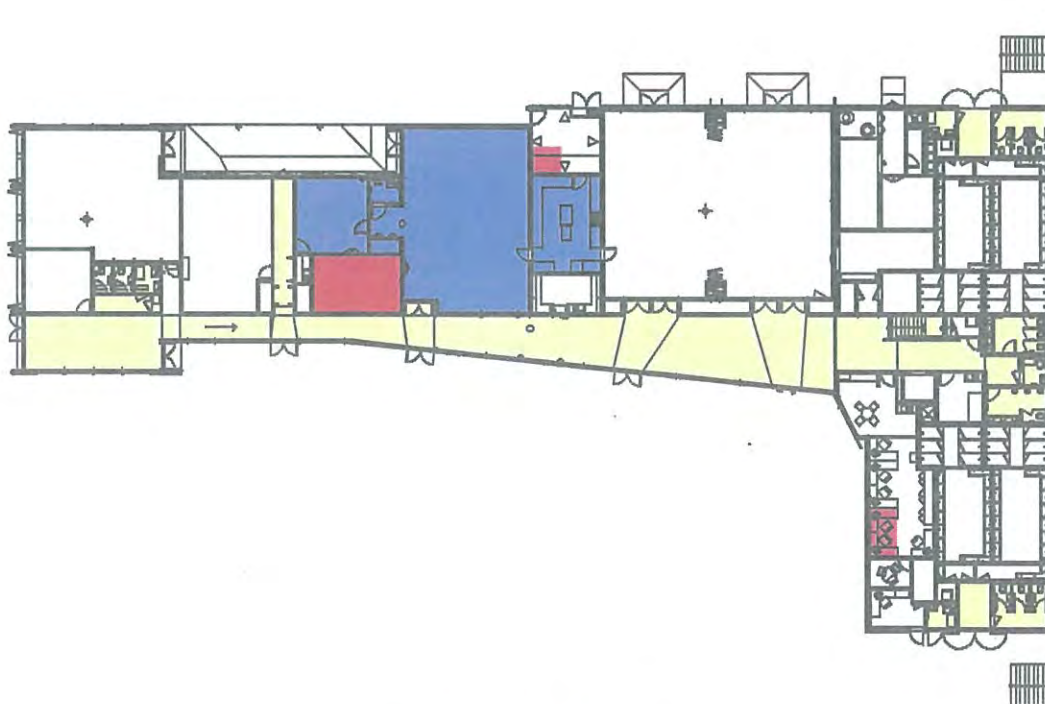


Downstairs Kitchen

MMR
2



First Floor



Ground Floor

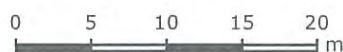
Stoke Community Centre Incorporated - Leased Areas

Stoke Community and Sports Facility



Leased Areas

- Common Area
- Exclusive
- Shared




Scale 1:500

N

December 2017

Nelson City Council
Documents for Signing and Sealing
(complete the form with the details appropriate to your document)

Date:	Consent No: N/A
Description: i.e. <ul style="list-style-type: none"> • Agreement for sale and purchase • 223 Certificate • Bond, Consent notice, covenant • Lease • Along with the parties to the agreement i.e. ABC Construction: NCC 	Deed of Lease – The Stoke Community Centre Inc
Site address and/or commonly referred to name:	Greenmeadows – 491 Main Road Stoke
Legal Description e.g. <i>Lot 1 DP 12345</i>	LOTS 39 41-46 DP 5508 LOT 2 DP 2965 LOT 1 DP 8376 PT LOT 1 DP 2784 & ALL DP 4585 PT DP 2888
Special Conditions To Note	N/A
Certified documents satisfactory for Sealing/Signing by: <i>(Council officer to sign)</i>	
Advised Monitoring Officer that Consent Notice/ Covenant has been received. <i>(Council Officer to initial)</i>	
Council resolution authorising attached: <i>(attach copy of resolution including date of meeting) or</i> Resolved under delegated authority: <i>(Officer to sign legibly)</i>	<p>Attached</p> <p>By:  Date: 7/5/19</p>
Delegation Register reference:	Section 03 (08)
Return to NCC officer: <i>(your name)</i>	
Date document returned to Officer:	Jules Read

DEED OF RENEWAL OF LEASE

GENERAL address of the premises:

Main Road Stoke, Nelson known as Greenmeadows Centre

DEED dated:

29.07.22

LANDLORD: NELSON CITY COUNCIL a local authority having its principal office at 110 Trafalgar Street, Nelson

TENANT: THE STOKE COMMUNITY CENTRE INCORPORATED an incorporated charity (CC24246) having its registered office at PO Box 2464, Stoke, Nelson

GUARANTOR: —

BACKGROUND:

- A. The landlord and the tenant are the current landlord and tenant under the lease.
- B. The tenant has exercised the tenant's right to take a new lease from the expiry of the current term.
- C. ~~The guarantor acknowledges the guarantor's guarantee of the terms of the lease during the renewed term.~~

OPERATIVE PART

1.0 Interpretation

1.1 In this deed unless the context otherwise requires:

- (1) "final expiry date" means the date on which the lease expires after all rights of renewal have been exercised as provided in the lease;
- (2) "guarantor" includes the successors, executors and administrators of the guarantor;
- (3) "landlord" includes the landlord's successors, executors, administrators and assigns;
- (4) "lease" means the deed of lease of the premises dated the 6 day of May 2019 and includes any variation, renewal, or extension of the lease;
- (5) "premises" means the premises (including car parks (if any)) leased pursuant to the lease;
- (6) "renewal date" means the 6 day of May 2022
- (7) "renewed term" means the term of the new lease evidenced by this deed of renewal;
- (8) "tenant" includes the tenant's successors, executors, administrators and permitted assigns.

1.2 This deed is supplemental to the lease and expressions and definitions used in this deed have the same meaning given to them in the lease.

1.3 Where obligations bind more than one person those obligations shall bind those persons jointly and severally.

2.0 Renewed term

2.1 Pursuant to the right of renewal contained in the lease the landlord leases to the tenant and the tenant takes on lease the premises for a period of three (3) years commencing on the renewal date.

2.2 This deed is the grant of a new lease pursuant to a right of renewal contained in the lease but does not extend the term of the lease beyond the final expiry date.



3.0 Rent and payments

- 3.1 From the renewal date the tenant shall pay an annual rent to the Landlord at the rate of \$ per annum plus GST payable in advance by equal monthly payments of \$ plus GST commencing with a first payment on the renewal date.
- 3.2 During the renewed term the annual rent may be reviewed on the rent review dates (if any) provided in the lease and in the manner specified in the lease.
- 3.3 In addition to the annual rent, the Tenant shall continue to make all the payments provided for in the lease.

4.0 GST

The tenant shall pay all GST payable under the lease.

5.0 Confirmation of other lease covenants

The tenant acknowledges to the landlord that during the renewed term the tenant shall continue to hold the premises on the terms and provisions expressed or implied in the lease subject to the variations set out in this deed, and the tenant covenants with the landlord that the tenant shall observe the provisions of the lease as varied by this deed.

~~6.0 Guarantor's covenant~~

~~The guarantor consents to this deed and confirms to the landlord that the guarantee remains in effect on the terms set out in the lease as varied by this deed.~~

7.0 Costs

If the lease provides for the tenant to pay the landlord's solicitors costs on any renewal of the lease then the Tenant shall pay the costs of this deed.

8.0 Counterparts

This deed may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same deed. A party may enter into this deed by signing a counterpart copy and sending it to the other party, including by facsimile or email.

EXECUTED as a deed

SIGNED by the Landlord
in the presence of:

Witness Signature

Jenny Tyne
Witness Name

Executive Assistant
Witness Occupation

110 Trafalgar St, Nelson
Witness Address

Signature of Landlord

RACHEL HADLEY REESE

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Signature of Landlord

JUDENE LOUISE EDGAR

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

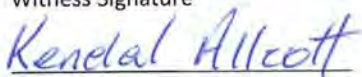
If no option is deleted, the signatory is signing in their personal capacity

Note: If Signing by a company or as an Attorney – please refer to the notes on page 3

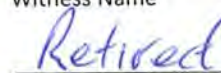
SIGNED by the Tenant
in the presence of:



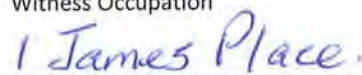
Witness Signature



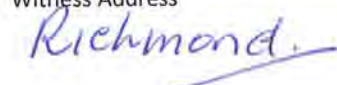
Witness Name

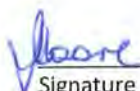


Witness Occupation

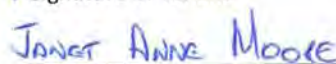


Witness Address





Signature of Tenant



Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity



Signature of Tenant



Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

~~**SIGNED** by the Guarantor
in the presence of:~~

~~Signature of Guarantor~~

~~Print Full Name~~

~~**Director / Trustee / Authorised Signatory / Attorney***~~

~~*Delete the options that do not apply*~~

~~*If no option is deleted, the signatory is signing in their personal capacity*~~

~~Witness Signature~~

~~Witness Name~~

~~Witness Occupation~~

~~Witness Address~~

~~Signature of Guarantor~~

~~Print Full Name~~

~~**Director / Trustee / Authorised Signatory / Attorney***~~

~~*Delete the options that do not apply*~~

~~*If no option is deleted, the signatory is signing in their personal capacity*~~

* If this agreement is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (ADLS form code: 4098WFP); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (ADLS form code: 4997WFP).

Also insert the following wording for the Attorney's Signature above:

Signed by [full name of the donor] by his or her Attorney [attorney's signature].

Note: Signing by a company – Companies must sign this document in accordance with section 180 of the Companies Act 1993, to ensure it is binding as a deed. In general, this means:

- (a) if there are two or more directors of the company, two directors must sign and no witnessing is necessary;
- (b) if there is only one director of the company, that director signs and the signature must be witnessed.

Other methods of signing may be permitted by the company's constitution or if an attorney has been appointed



Dated 29.07.22

Between
NELSON CITY COUNCIL

Landlord

and
THE STOKE COMMUNITY CENTRE
INCORPORATED

Tenant

and

Guarantor

DEED OF RENEWAL OF LEASE

Landlord's Solicitor:

© AUCKLAND DISTRICT LAW SOCIETY INC. (ADLS) 2018

IMPORTANT: All copyright in and associated with this form is owned by ADLS. The purchaser only acquires a limited non-exclusive licence to use this form *once within a single transaction only*. The standard ADLS contract terms apply which also prohibit any form of reproduction, including copying, digitising or recreating the form by any means whatsoever.

WARNING: ADLS monitor the use of its forms and may take enforcement action against any person acting in breach of these obligations.

These forms cannot be distributed or on sold to another party by the purchaser unless the written agreement of ADLS has been obtained.

Tenant's Solicitor:



DEED OF VARIATION OF LEASE

GENERAL address of the premises:
Main Road, Stoke, Nelson known as Greenmeadows Centre

DATE: 30 June 2020

LANDLORD: NELSON CITY COUNCIL

TENANT: STOKE TENNIS CLUB INCORPORATED

~~**GUARANTOR:**~~



THE LANDLORD AND TENANT vary the lease by the terms and conditions of this deed.

THE LANDLORD, TENANT AND ~~GUARANTOR~~ covenant as set out in the First, Second and Third Schedules.

SIGNED by the Landlord* NELSON CITY COUNCIL
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Landlord

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Landlord

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

SIGNED by the Tenant* STOKES TENNIS CLUB
in the presence of: INCORPORATED

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Tenant

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Tenant

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

SIGNED by the Guarantor*
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Guarantor

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

* if appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: **Signing by a company** – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.
If two directors sign, no witnessing is necessary.
If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.

FIRST SCHEDULE

1. PREMISES:
2. ORIGINAL LEASE DATE: 26 July 2018
3. VARIATION DATE: 8 JUNE 2020

Note: Items 4 to 10 are options to be completed as required.

~~4. EXTENSION OF CURRENT TERM~~

~~Term:
Expiry date of extended term:
Renewal dates:
Final expiry date if all rights
of renewal exercised:~~

~~5. FURTHER RIGHTS OF RENEWAL~~

~~Number of rights and term:
Renewal dates:
Final expiry date if all rights
of renewal exercised:~~

~~6. REDUCTION OF LEASE TERM~~

~~Reduced term:
Renewal dates:
Final expiry date if all rights
of renewal exercised:~~



7. VARIED ANNUAL RENT:	Premises	\$	plus GST
(Subject to review if applicable)	Car Parks	\$	plus GST
	TOTAL	\$	plus GST

~~8. VARIED MONTHLY RENT: \$ plus GST~~

~~9. VARIED RENT PAYMENT DATES: The day of each month commencing on the day of~~

- ~~10. VARIED RENT REVIEW DATES:~~
- ~~(Specify review type and insert dates for relevant term, renewal dates and renewal terms. Unless dates are specified there will be no varied review dates. Where there is a conflict in dates, the market rent review date will apply.)~~
- ~~1. Market rent review dates:~~
 - ~~2. CPI rent review dates:~~

Handwritten signature and initials

SECOND SCHEDULE

INTERPRETATION

- 1.1 In this deed unless the context otherwise requires a different interpretation:
- (1) "Landlord" and "Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
 - (2) "lease" means the deed of lease of the premises dated as specified in the First Schedule and includes any variation, renewal, or extension of the lease.
 - (3) "premises" means the premises as specified in the First Schedule (including car parks (if any)) leased pursuant to the lease.
 - (4) "variation date" is the date specified in the First Schedule on which the terms and conditions of this deed will commence to have effect on the lease.
- 1.2 This deed is supplemental to the lease and expressions and definitions used in this deed have the same meaning given to them in the lease. In the event of conflict between the provisions of this deed and the provisions of the lease, the provision of the lease shall prevail.
- 1.3 Where obligations bind more than one person those obligations shall bind those persons jointly and severally.

VARIATION DATE

- 2.1 The lease is varied as set out in this deed as from the variation date.

EXTENSION OF CURRENT LEASE TERM

- ~~3.1 The term of the lease is extended with consequential changes to other dates as specified in Item 4 of the First Schedule.~~

FURTHER RIGHTS OF RENEWAL

- ~~4.1 Further rights of renewal are granted with consequential changes to other dates as specified in Item 5 of the First Schedule.~~

REDUCTION OF LEASE TERM

- ~~5.1 The term of the lease is reduced with consequential changes to other dates as specified in Item 6 of the First Schedule.~~

RENT AND PAYMENTS

- ~~6.1 The rent and rent payment dates in the lease are varied as specified in Items 7, 8 and 9 of the First Schedule.~~

CHANGE IN RENT REVIEW DATES AND TYPE

- ~~7.1 The rent review dates and review type are varied as specified in Item 10 of the First Schedule.~~

OTHER VARIATIONS

- 8.1 The lease is further varied as set out in the Third Schedule.

CONFIRMATION OF OTHER LEASE COVENANTS

- 9.1 The Tenant acknowledges to the Landlord that the Tenant shall continue to hold the premises on the terms and provisions expressed or implied in the lease subject to the variations set out in this deed. The Tenant covenants with the Landlord that the Tenant shall observe the provisions of the lease as varied by this deed.

COSTS

- 10.1 If the lease provides for the Tenant to pay the Landlord's solicitors costs on any variation of the lease then the Tenant shall pay the costs of this deed. Otherwise, each party shall pay their own costs incurred in relation to this deed.

GUARANTOR'S COVENANT

- ~~11.1 The Guarantor consents to this deed and confirms to the Landlord that the guarantee remains in effect on the terms set out in the lease as varied by this deed.~~

THIRD SCHEDULE

FURTHER TERMS (if any)

11.0 Clause Inserted: A new clause 69. shall be inserted in the Lease to read as follows:

"69. Tennis Courts

69.1 The Lessee shall make the tennis courts on the Site available for public use at all times except for:

(a) those times where the Lessee requires the court(s) for scheduled use as recorded in the annual club programme approved by the Lessor under clause 69.3; and

(b) those times where the Lessee requires the court(s) for special club and public events agreed to in writing by the Lessor prior to the event.

69.2 The Lessee shall be entitled to charge for use of the Site but such charges must be approved by the Lessor and any other person that the Lessor, at its sole discretion, considers is required by law.

69.3 The Lessor in consultation with the Lessee shall annually, on or about the anniversary of the Commencement Date of the Deed of Lease, review the hours of use described in clause 69.1 and any charges for use described in clause 69.2.

69.4 The Lessee shall erect and maintain a sign on the Site stating when the tennis courts are available for public use and the charges for the same. The location and content of the sign must be first approved by the Lessor."

12. Clause Inserted: A new clause 49.2 shall be inserted in the Lease to read as follows:

"49.2 The Tenant shall share the use of approximately 3,000m² being the tennis court area as outlined in red and yellow stripe on the plan attached to this Deed of Variation. The Tenant shall ensure that two (2) tennis courts within this area are available for public booking when not in use by the Tenant and at a minimum of once a week. The tenant will ensure that the charge to the public for use of the tennis court will be at a maximum of \$15 per hour."

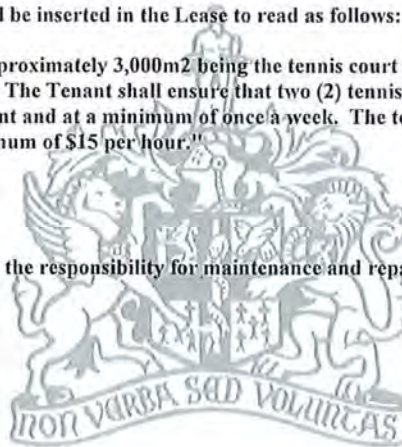
13. For the avoidance of doubt, it is agreed the responsibility for maintenance and repair for the tennis court area in the Lease is outlined below:

Tenant's improvements/responsibilities:

- Astroturf on Courts 1 - 5
- Lights to Courts 1 - 5
- Court Net System
- Fob gate entry security system
- Book a Court System

Landlord's improvements/responsibilities:

- 5 x tennis courts being below court-surface improvements including foundation work, base seal, drainage, asphalt
- Wire fencing surrounding the courts



BH
[Signature]

NMA

Dated _____

Between
NELSON CITY COUNCIL

Landlord

and
STOKE TENNIS CLUB INCORPORATED

Tenant

and

Guarantor



DEED OF VARIATION OF LEASE

General address of the premises:

Main Road, Stoke, Nelson known as Greenmeadows Centre

[Handwritten signatures in blue ink]



Greenmeadows Community Centre - Stoke Tennis Courts

Lease



Stoke Tennis Inc Courts -
Lease Area

0 5 10 15 20
m
Scale 1:1,000

N

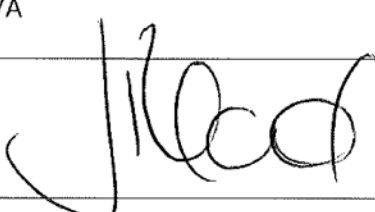


October 2019

A2019106

BH
WB
NMA

Nelson City Council
Documents for Signing and Sealing
(complete the form with the details appropriate to your document)

Date:	Consent No: N/A
Description: i.e. <ul style="list-style-type: none"> • Agreement for sale and purchase • 223 Certificate • Bond, Consent notice, covenant • Lease • Along with the parties to the agreement i.e. ABC Construction: NCC 	Stoke Tennis Club Deed of Variation of Lease
Site address and/or commonly referred to name:	Greenmeadows – 491 Main Road Stoke
Legal Description e.g. <i>Lot 1 DP 12345</i>	LOTS 39 41-46 DP 5508 LOT 2 DP 2965 LOT 1 DP 8376 PT LOT 1 DP 2784 & ALL DP 4585 PT DP 2888
Special Conditions To Note	N/A
Certified documents satisfactory for Sealing/Signing by: <i>(Council officer to sign)</i>	
Advised Monitoring Officer that Consent Notice/ Covenant has been received. <i>(Council Officer to initial)</i>	
Council resolution authorising attached: <i>(attach copy of resolution including date of meeting) or</i> Resolved under delegated authority: <i>(Officer to sign legibly)</i>	N/A variation adds the tennis courts to the lease – these were omitted from the original Deed <div style="display: flex; justify-content: space-between;"> <div>By:</div> <div>Date:</div> </div>
Delegation Register reference:	Section 3(08)
Return to NCC officer: <i>(your name)</i>	Jules Read
Date document returned to Officer:	

DEED OF LEASE

SIXTH EDITION 2012 (4)

GENERAL address of the premises:

Main Road, Stoke, Nelson known as Greenmeadows Centre

DATE:

26.07.18

LANDLORD:

NELSON CITY COUNCIL

TENANT:

STOKE TENNIS CLUB INCORPORATED

GUARANTOR:



THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND TENANT covenant as set out in the First, Second and Third Schedules.

~~**THE GUARANTOR** covenants with the Landlord as set out in the Fourth Schedule.~~

[Handwritten signatures]

SIGNED by the Landlord *

NELSON CITY COUNCIL

in the presence of:

J Tyne
Witness Signature

Jennifer Tyne
Witness Name

Exec Assistant
Witness Occupation

Nelson City Council
Witness Address

110 Trafalgar St, Nelson

[Signature]
Signature of Landlord

Rachel Hadley Reese
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

[Signature]
Signature of Landlord

Paul Kenneth Matheson
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

SIGNED by the Tenant *

STOKE TENNIS CLUB INCORPORATED

in the presence of:

[Signature]
Witness Signature

Kate Cronin
Witness Name

SECRETARY STOKE TENNIS CLUB
Witness Occupation

Green Meadows
Witness Address

[Signature]
Signature of Tenant

Richard Waite
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

[Signature]
Signature of Tenant

[Signature]
Signature of Tenant

[Signature]
Signature of Tenant

[Signature]
Signature of Tenant

[Signature]
Signature of Tenant

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company - please refer to the note on page

[Signature]

~~SIGNED by the Guarantor~~ *

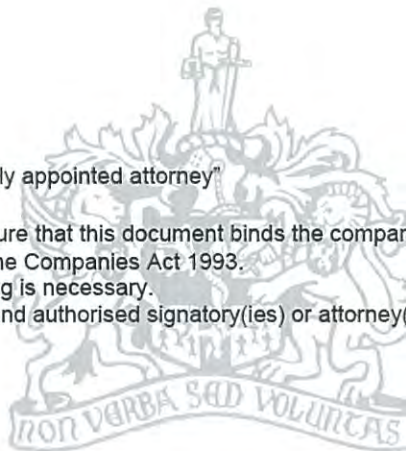
in the presence of:

Witness Signature_____
Witness Name_____
Witness Occupation_____
Witness Address_____
Signature of Guarantor_____
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)_____
Signature of Guarantor_____
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: **Signing by a company** – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.
 If two directors sign, no witnessing is necessary.
 If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.



FIRST SCHEDULE

1. **PREMISES:** As set out in the Third Schedule Further Term 48

2. **CAR PARKS:** N/A

3. **TERM:** Five (5) years
4. **COMMENCEMENT DATE:** 7 July 2018.
5. **RIGHTS OF RENEWAL:** One (1) right of three (3) years
6. **RENEWAL DATES:** 2023
7. **FINAL EXPIRY DATE:** 2026

8. **ANNUAL RENT:** Premises \$ (b)(2)(b) - enable any local plus GST
 (Subject to review if applicable) ~~Car Parks~~ \$ (b)(2)(b) - enable any local plus GST
TOTAL: \$ (b)(2)(b) - enable any local plus GST
 * subject to Further Term of Lease 67.1

9. **MONTHLY RENT:** \$ (b)(2)(b) - enable any local plus GST
10. **RENT PAYMENT DATES:** The (b)(2)(b) - enable any local day of each month commencing on the (b)(2)(b) - enable any local day of (b)(2)(b) - enable any local 20

11. **RENT REVIEW DATES:** (Specify review type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified there will be no reviews. Where there is a conflict in dates, the market rent review date will apply.)
 1. ~~Market~~ rent review dates: Five (5) years from the Commencement Date. Refer to Clause 51.
 2. ~~CPI rent review dates.~~

A rate per annum equal to 5% per annum above the 90 day bank bill rate published by the Reserve Bank of New Zealand fixed on a monthly basis on the first day of each month and where such rate is not published, on the next day when such rate is published, or an equivalent rate should the 90 day bank bill rate not exist.
12. **DEFAULT INTEREST RATE:** (b)(2)(b) - enable any local % per annum
 (subclause 5.1)
13. **BUSINESS USE:** Offices and Clubrooms for a tennis club.
 (subclause 16.1)

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14. LANDLORD'S INSURANCE:

(subclause 23.1)

(Delete or amend extent of cover as appropriate)

(Delete either (a) or (b): if neither option is deleted, then option (a) applies)

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed then option (ii) applies)

- (1) Cover for the building against damage and destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; on the following basis:

- (a) Full replacement and reinstatement (including loss damage or destruction of windows and other glass);

OR

- ~~(b) Indemnity to full insurable value (including loss damage or destruction of windows and other glass):~~

- ~~(2) Cover for the following additional risks:~~

- ~~(a) (i) 12 months~~

OR

- ~~(ii) _____ months~~

~~indemnity in respect of consequential loss of rent and outgoings:~~

- ~~(b) Loss damage or destruction of any of the Landlord's fixtures fittings and chattels:~~

- ~~(c) Public liability~~

15. NO ACCESS PERIOD:

(subclause 27.6)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)

- (1) 9 months

OR

- ~~(2) _____~~

16. PROPORTION OF OUTGOINGS:

(subclause 3.1)

- 0 % which at commencement date is estimated to be \$ _____ Plus GST per annum

17. LIMITED LIABILITY TRUSTEE:

(subclause 45.2)

18. OUTGOINGS:

(clause 3)

- ~~(1) Rates or levies payable to any local or territorial authority.~~
- ~~(2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.~~
- ~~(3) Rubbish collection and recycling charges.~~
- ~~(4) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.~~
- ~~(5) Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees (subject to subclause 23.2).~~
- ~~(6) Service contract charges for air conditioning, lifts, other building services and security services.~~
- ~~(7) Cleaning, maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair); repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services.~~
- ~~(8) The provisioning of toilets and other shared facilities.~~
- ~~(9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.~~
- ~~(10) Yard and car parking area maintenance and repair charges but excluding charges for repaving or resealing.~~
- ~~(11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses.~~
- ~~(12) Management expenses (subject to subclause 3.7).~~
- ~~(13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 100 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.~~

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 1.1 The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

Market Rent Review

- 2.1 ~~The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be determined as follows:~~
- ~~(a) Either party may not earlier than 3 months prior to a market rent review date and not later than the next rent review date (regardless of whether the next rent review date is a market or CPI rent review date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date;~~
 - ~~(b) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 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 market rent, then the new rent shall be determined in accordance with subclause 2.2;~~
 - ~~(c) 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;~~
 - ~~(d) Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term;~~
 - ~~(e) The annual rent agreed, determined or imposed pursuant to subclause 2.1 shall be the annual rent payable as from the relevant market rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to subclause 2.3 and 2.4;~~
 - ~~(f) The market rent review at the option of either party may be recorded in a deed.~~

Rent Determinations

- 2.2 ~~Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:~~
- ~~(a) By one party giving written notice to the other requiring the new rent to be determined by arbitration; or~~
 - ~~(b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:~~
 - ~~(1) Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent;~~
 - ~~(2) If the party receiving a notice fails to appoint a valuer within the 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;~~
 - ~~(3) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers;~~
 - ~~(4) The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert;~~
 - ~~(5) Each party shall be given the opportunity to make written or 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 of the representations but not be bound by them;~~
 - ~~(6) The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party;~~
 - ~~(7) If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this subclause 2.2;~~

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

Interim Market Rent

- 2.3 ~~Pending determination of the new rent, the Tenant shall from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:~~
- ~~(a) 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~~
 - ~~(b) if only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or~~
 - ~~(c) if no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date;~~
- ~~but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.~~
- ~~The interim rent shall be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 2.4, shall not be subject to adjustment.~~
- 2.4 ~~Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.~~

GPI Rent Review

~~2.5 The annual rent payable from each GPI rent review date shall be determined as follows:~~

- ~~(a) The Landlord shall adjust the annual rent on the basis of increases (and not decreases) in the GPI by giving notice to the Tenant of the increase (if any) using the formula:~~

$$\text{A} = \text{B} \times (\text{C} \div \text{D})$$

~~Where:~~

~~A = the GPI reviewed rent from the relevant GPI rent review date~~

~~B = the annual rent payable immediately before the relevant GPI rent review date~~

~~C = GPI for the quarter year ending immediately before the relevant GPI rent review date~~

~~D = GPI for the quarter year ending immediately before the last rent review date or if there is no previous rent review date, the commencement date of the then current term of the lease (and in the case where A is the GPI 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 date of the preceding term)~~

~~where (C ÷ D) shall not be less than 1.~~

- ~~(b) If the GPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the GPI, or a resetting of the GPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.~~
- ~~(c) If the relevant GPI is not published at the relevant GPI rent review date, as soon as the GPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant GPI rent review date.~~
- ~~(d) Notwithstanding any other provision of subclause 2.5, the annual rent payable as from the relevant GPI rent review date shall not be less than the annual rent payable immediately preceding the GPI rent review date (and in the case where the relevant GPI rent review date is a renewal date, the annual rent payable at the expiry of the preceding term).~~

~~2.6 The new rent determined pursuant to subclause 2.5 shall be payable from the relevant GPI rent review date once it is determined by the Landlord giving notice under that subclause. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the GPI rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.~~

Outgoings

- 3.1 The Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 The Landlord shall vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing.
- 3.3 If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing shall not be payable by the Tenant.
- 3.4 The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 The outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of a reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 After the 31st March in each year of the term or other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7 Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.

Goods and Services Tax

- 4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rental and other payments payable by the Tenant under this lease. 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 upon demand.
- 4.2 If the Tenant shall make default in payment of the rental or other moneys payable under this lease and the Landlord becomes liable to pay Default GST then the Tenant shall on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under subclause 5.1.

Interest on Unpaid Money

- 5.1 If the Tenant defaults in payment of the rent or other moneys payable under this lease for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.
- 5.2 Unless a contrary intention appears on the front page or elsewhere in this lease the default interest rate is equivalent to 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 cent per annum.

Costs *

- ~~6.1 Each party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Tenant shall pay the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between lawyer and client) of and incidental to the enforcement of the Landlord's rights remedies and powers under this lease.~~

LANDLORD'S PAYMENTS**Outgoings**

- 7.1 Subject to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

MAINTENANCE AND CARE OF PREMISES

Tenant's Obligations

8.1 The Tenant shall be responsible to:

(a) **Maintain the premises**

In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises in the same clean order repair and condition as they were in at the commencement date of this lease (or where the lease is renewed, the commencement date of the initial term of this lease) and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. The premises condition report (if completed) shall be evidence of the condition of the premises at the commencement date of this lease. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.

(b) **Breakages and minor replacements**

Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors windows light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.

(c) **Painting**

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of this lease (or where the lease is renewed the commencement date of the initial term of this lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord such approval not to be unreasonably withheld.

(d) **Floor coverings**

Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord.

(e) **Damage or Loss**

Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.

~~8.2 Where the Tenant is leasing all of the property, the Tenant shall:~~

~~(a) **Care of grounds**~~

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

~~(b) **Water and drainage**~~

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

~~(c) **Other works**~~

~~Carry out those works maintenance and repairs to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.~~

8.3 Notwithstanding subclause 8.1(a) the Tenant shall not be liable for the maintenance or repair of any building services but this subclause shall not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

8.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.

8.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of subclauses 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

Toilets

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

Rubbish Removal

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

Landlord's Maintenance

11.1 The Landlord shall keep and maintain the building, all building services and the car parks in good order and repair and weatherproof but the Landlord shall not be liable for any:

(a) Repair or maintenance which the Tenant is responsible to undertake.

(b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord.

(c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks.

(d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.

11.2 The Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.

11.3 The Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract pursuant to subclauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

Notification of Defects

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

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Landlord's Right of Inspection

- 13.1 The Landlord and the Landlord's employees contractors and invitees may at all reasonable times and after having given prior written notice to the Tenant (except in the case of emergencies) enter upon the premises to view their condition.

Landlord may Repair

- 14.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergencies) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works shall be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

Access for Works

- 15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out works to the premises or adjacent premises and to install inspect repair renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs inspections and works shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.
- 15.2 If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in subclause 15.1, then during the period the works are being carried out a fair proportion of the rent and outgoings shall cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under subclause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3 If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in subclause 15.1 to be carried out, the Landlord may give the Tenant reasonable written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings shall cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4 The Landlord shall act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with subclauses 15.1 and 15.3.

USE OF PREMISES**Business Use**

- 16.1 The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use which is:
- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use; and
 - (b) reasonably suitable for the premises; and
 - (c) compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.
- If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.
- 16.2 If any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- 16.3 If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

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Lease of Premises and Car Parks Only

- 17.1 The tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation to it other than the rights of use under this lease.

Neglect of Other Tenant

- 18.1 The Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

Signage

- 19.1 The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord but approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned in connection with the signage.

Additions, Alterations, Reinstatement and Chattels Removal

- 20.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of this lease the Tenant will at the Tenant's own expense if required by the Landlord no later than the end or earlier termination of the term reinstate the premises. Ownership of the alterations or additions that are not removed by the end or earlier termination of the lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2 The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act and shall provide copies of the building consents and code compliance certificates to the Landlord.

- 16.4 The Tenant shall not change the business use.

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- 20.3 The Tenant may at any time before and will if required by the Landlord no later than the end or earlier termination of the term remove all the Tenant's chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to subclause 20.1 the Tenant will make good at the Tenant's own expense all resulting damage and if the chattels are not removed by the end or earlier termination of the term ownership of the chattels may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where subclause 27.5 applies, the time by which the Tenant must remove the chattels and to make good all resulting damage will be extended to 5 working days after access to the premises is available.
- 20.4 The cost of making good resulting damage and the cost of removal of the Tenant's chattels shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

Compliance with Statutes and Regulations

- 21.1 The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant provided that:
- The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
 - The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
 - The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from a competent authority under this subclause.
- 21.2 If the Landlord is obliged by any legislation or requirement of any competent authority to expend moneys during the term of this lease or any renewed term on any improvement addition or alteration to the property which is not the Tenant's responsibility under subclause 21.1 and the expenditure would be an unreasonable amount then the Landlord may determine this lease. Any dispute as to whether or not the amount to be expended by the Landlord is unreasonable shall be determined by arbitration.
- 21.3 The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.
- 21.4 The Tenant, when undertaking any building work to the premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5 During the term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

No Noxious Use

- 22.1 The Tenant shall not:
- Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of a weight size or shape as is likely to cause damage to the building or any surfaced area.
 - Contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.
 - Use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business.
 - Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

INSURANCE

Landlord shall insure

- 23.1 The Landlord shall at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this subclause becomes unavailable during the term of this lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.
- 23.2 The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured, or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to. If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant will pay the Landlord the amount of the excess not exceeding the sum specified in the list of outgoing in the First Schedule

Tenant not to void insurance

- 24.1 The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- Shall make void or voidable any policy of insurance on the property.
 - May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.
- 24.2 In any case where in breach of subclause 24.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant shall at once compensate the Landlord in full for such loss or damage.

When Tenant to have benefit of Landlord's insurance

- 25.1 Where the property is destroyed or damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this subclause if and to the extent that:
- (a) The destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
 - (b) The destruction or damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (1) occurred on or about the property; and
 - (2) constitutes an imprisonable offence; or
 - (c) Any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES**Total Destruction**

- 26.1 If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- (a) as to render the premises untenable then the term shall at once terminate from the date of destruction or damage; or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- Any termination pursuant to this subclause shall be without prejudice to the rights of either party against the other.

Partial Destruction

- 27.1 If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - (b) all the necessary permits and consents are obtainable,
- the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

No Access in Emergency

- 27.5 If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent reduce or overcome any hazard, harm or loss that may be associated with the emergency including:
- (a) a prohibited or restricted access cordon applying to the premises; or
 - (b) prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
 - (c) restriction on occupation of the premises by any competent authority,
- then a fair proportion of the rent and outgoings shall cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.
- 27.6 This subclause 27.6 applies where subclause 27.5 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the lease being cancelled as provided for in subclauses 26.1 or 27.4. Either party may terminate this lease by giving 10 working days written notice to the other if:
- (a) the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
 - (b) the party that terminates this lease can at any time prior to termination establish with reasonable certainty that the Tenant is unable to gain access to the premises for that period.
- Any termination shall be without prejudice to the rights of either party against the other.

DEFAULT**Cancellation**

- 28.1 The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:
- (a) If the rent shall be in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
 - (b) In case of breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in this lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
 - (c) If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors.
 - (d) In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.

- (e) If the Tenant shall suffer execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000).

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

Essentiality of Payments

- 29.1 Failure to pay rent or other moneys payable under this lease on the due date shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. This entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

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

QUIET ENJOYMENT

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

RENEWAL OF LEASE

- 32.1 If the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of the notice in breach of this lease then the Landlord will grant a new lease for a further term from the renewal date as follows:
- (a) If the renewal date is a market rent review date the annual rent shall be the current market rent which if not agreed on shall be determined in accordance with subclause 2.2 but the annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term.
 - (b) If the renewal date is a CPI rent review date, the annual rent shall be determined in accordance with subclause 2.5.
 - (c) Subject to the provisions of paragraphs (a) and (b) the new lease shall be upon and subject to the covenants and agreements expressed and implied in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date.
 - (d) The annual rent shall be subject to review during the term of the new lease on the rent review dates specified in the First Schedule.
 - (e) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice or the security of a bank guarantee that has been given.
 - (f) If the renewal date is a market rent review date, pending the determination of the rent, the Tenant shall pay an interim rent in accordance with subclauses 2.3 and 2.4.
 - (g) Notwithstanding anything contained in subclause 32.1(f) the interim rent referred to in that subclause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.
 - (h) The parties will not be released by the renewal of the lease from any liability for any breach under this lease.

ASSIGNMENT OR SUBLETTING

- 33.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises, the carparks (if any) or any part of them ~~without first obtaining the written consent of the Landlord which the Landlord shall not unreasonably withhold or delay if the following conditions are fulfilled:~~
- ~~(a) The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease and in the case of the subtenant the subtenant's commitments under the sublease. The Tenant shall give the Landlord any additional information reasonably required by the Landlord.~~
 - ~~(b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.~~
 - ~~(c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.~~
 - ~~(d) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia) either a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord or a bank guarantee from a registered trading bank in New Zealand on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease is provided to the Landlord.~~
 - ~~(e) The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.~~
- ~~33.2 Where the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.~~
- 33.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably withheld or delayed.

UNIT TITLE PROVISIONS

~~34.1~~ Clause 34 applies where the property is part of a unit title development.

Body Corporate

~~34.2~~ The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in subclauses 34.2 to 34.7 "the Act") in respect of the property.

Act and Rules Paramount

~~34.3~~ This lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

Insurance

~~34.4~~ Unless the Body Corporate has resolved that the Landlord is to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance cover in accordance with the Act.

Landlord's Obligations

~~34.5~~ The Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

Tenant's Obligations

~~34.6~~ The Tenant shall comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property.

Consents

~~34.7~~ Where in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act.

CARPARKS

~~35.1~~ The Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.

~~35.2~~ The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to subclauses 26.1 or 27.3.

~~35.3~~ The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular shall only use the car parks for the parking of one motor vehicle per parking space.

~~35.4~~ The provisions of the Second Schedule shall apply to the car parks as appropriate.

GENERAL**Holding Over**

36.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation shall be a periodic tenancy only terminable by at least 20 working days notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under this lease.

Access for Re-Letting or Sale

37.1 The Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) Any such inspection is at a time which is reasonably convenient to the Tenant and after reasonable written notice.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

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

Affirmation

39.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

Waiver

40.1 No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

41.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest under this lease.

Notices

42.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

- 42.2 In respect of the means of service specified in subclause 42.1(b)(2), a notice is deemed to have been served:
- In the case of personal delivery, when received by the addressee.
 - In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
 - In the case of facsimile transmission, when sent to the addressee's facsimile number.
 - In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.
- 42.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 42.4 A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 42.5 Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 47.1(p).
- 42.6 Any period of notice required to be given under this agreement shall be computed by excluding the date of service.

Arbitration

- 43.1 The parties shall first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 43.2 Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 43.3 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the president or vice president of the New Zealand Law Society. 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 to this and varied accordingly.
- 43.4 The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in subclause 28.1.

No Implied Terms

- 44.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this lease where allowed.

Limitation of Liability

- 45.1 If any person enters into this lease as trustee of a trust, then:
- ~~That person warrants that:~~
 - ~~that person has power to enter into this lease under the terms of the trust; and~~
 - ~~that person has properly signed this lease in accordance with the terms of the trust; and~~
 - ~~that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and~~
 - ~~all of the persons who are trustees of the trust have approved entry into this lease.~~
 - ~~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 under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.~~
- 45.2 ~~Notwithstanding subclause 45.1, a party to this lease that is named in item 17 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 45.1(b).~~

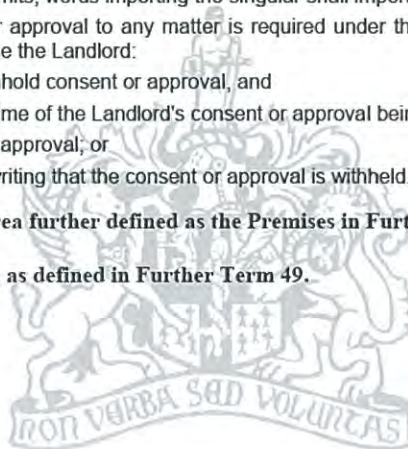
Counterparts

- 46.1 This lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by facsimile or email.

DEFINITIONS AND INTERPRETATION

- 47.1 In this lease:
- "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
 - ~~"CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.~~
 - "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
 - "emergency" for the purposes of subclause 27.5 means a situation that:
 - is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service; and
 - causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
 - the event is not caused by any act or omission of the Landlord or Tenant.

- (e) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (f) "premises" includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule.
- (g) "premises condition report" means the report as set out in the Sixth Schedule.
- (h) "renewal" means the granting of a new lease as provided for in subclause 32.1.
- (i) "rules" in clause 34 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (j) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (k) "term" includes, where the context requires, a further term if the lease is renewed.
- (l) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
- (m) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (n) "the property" and "the building" mean the land, building(s) or improvements of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
- (o) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees.
- (p) "working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.
- (q) A reference in this lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (r) A reference to the words "include" or "including" are to be interpreted without limitation.
- (s) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (t) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (u) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (v) Where the Landlord's consent or approval to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
 - (1) must not unreasonably withhold consent or approval, and
 - (2) must, within a reasonable time of the Landlord's consent or approval being requested:
 - (i) grant that consent or approval; or
 - (ii) notify the Tenant in writing that the consent or approval is withheld.
- (w) **"Exclusive Area" means the area further defined as the Premises in Further Term 48.**
- (y) **"Shared Area" means the area as defined in Further Term 49.**



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THIRD SCHEDULE

FURTHER TERMS (if any)

Refer to attached



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FOURTH SCHEDULE

GUARANTEE

~~IN CONSIDERATION~~ of the Landlord entering into the lease at the Guarantor's request the Guarantor:

- ~~(a) Guarantees payment of the rent and the performance by the Tenant of the covenants in the lease;~~
- ~~(b) Indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.~~

~~THE GUARANTOR~~ covenants with the Landlord that:

- ~~1. No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.~~
- ~~2. As between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.~~
- ~~3. The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.~~
- ~~4. An assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability.~~
- ~~5. Should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several.~~
- ~~6. The Guarantee and indemnity shall extend to any holding over by the Tenant.~~



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FIFTH SCHEDULE

LANDLORD'S FIXTURES AND FITTINGS

(Subclause 47.1(f))

As agreed



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SIXTH SCHEDULE

PREMISES CONDITION REPORT

(Subclause 8.1)



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Dated 26.07.18 SIXTH EDITION 2012 (4)

Between
NELSON CITY COUNCIL

Landlord

and
STOKE TENNIS CLUB INCORPORATED

Tenant

and

Guarantor



DEED OF LEASE

General address of the premises:

Main Road, Stoke, Nelson known as Greenmeadows Centre

Hamish.Fletcher Lawyers
PO Box 1673
Nelson 7040
Ph: (03) 539 0210
Fax: (03) 539 0215

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Further Terms continued

48. Property (Exclusive Area)

- 48.1 The Tenant shall have exclusive use of approximately 6.35m² being that part of the land and building outlined in red on the plan attached to this Agreement, for storage space for 24 hours per day for 52 weeks of the year (Exclusive Area)

49. Premises (Shared Area)

- 49.1 The Tenant shall share the use of approximately 50.09m² being that part of the land and building outlined in blue on the plan attached to this Lease, being a ground floor break out room 1 for 12 hours per day, 7 days a week from 1 May to 31 October and for 14 hours per day, 7 days a week from 1 November to 30 April (Shared Area).

50. Common Area

- 50.1 The Tenant shall also have the right to use the common area of the land and building described on the plan attached, being that part of the Land which is necessary for the enjoyment of the Property and which is shared with members of the public, other tenants and occupiers of the Land (Common Area).

51. Rent Review

- 51.1 The Landlord may review the annual rent payable as from the Rent Review Dates described in the First Schedule.
- 51.2 Upon review, the rental payable by the Tenant under this Lease shall be calculated in accordance with the Landlord's policy, as at the date of review, on rental paid by community groups/sports clubs who lease land from the Landlord and shall be approved by the Minister of Conservation (or any person to whom the Minister has delegated their powers under the Reserves Act 1977) PROVIDED THAT in no event shall the new rental ever be less than the annual rental payable for the immediately preceding rental period.
- 51.3 Any review of rental pursuant to this clause shall take effect from the relevant Rent Review Date whether the Landlord gave the Tenant notice of the new rental before or after the Rental Review Date.
- 51.4 The Tenant and the Landlord shall (if required by the Landlord) complete a deed at the expense of the Tenant recording the new rental but only where the review cannot be recorded by way of a letter.
- 51.5 If at any of the Rental Review Dates there is in force any statute restricting the Landlord's right to increase the rental the Landlord may, at any time after such restriction is removed, relaxed or modified, on giving not less



than one months' notice in writing to the Tenant, review the rental of the Premises at the date of such removal, relaxation or modification. Subsequent reviews of rental shall occur on the dates provided in the First Schedule notwithstanding any review pursuant to this clause. The Landlord may recover any resulting increase in the rental with effect from such date of removal, relaxation or modification.

52. Tenant to pay Landlord's Costs

52.1 In addition to the rental and other monies reserved by this Lease the Tenant shall pay:

- (a) An administration fee of \$300.00 plus GST to the Landlord on the signing of this Deed;
- (b) The Landlord's costs in obtaining any consents and approvals associated with this Lease; and
- (c) All costs, charges and expenses for which the Landlord shall become liable in consequence of or in connection with any breach or default by the Tenant of this Lease.

53. Mutual Benefit for users of Greenmeadows Reserve

53.1 The property is part of a public reserve that serves a range of sporting codes and user groups. The Tenant acknowledges that there is a need for all parties using the reserve to co-operate to the advantage of all and without prejudice to its rights the Tenant agrees to so co-operate wherever reasonably possible.

54. Rules and Directors for Significant Events

54.1 The property forms part of Greenmeadows Reserve, a major sporting and recreation venue for Stoke and Nelson. The Landlord for the purpose of hosting a significant event may from time to time during the Term issue to the Tenant rules and directions for use of the property and it shall be the duty of the Tenant to ensure observance of any such rules and directions by any persons using the property pursuant to this Lease.

54.2 In the event that Rules and Directions issued under Clause 54.1 require the property to be available for use by any persons other than the Tenant, the Landlord will consult with the Tenant in regard to prescheduled use of the property and endeavour to avoid conflict with prescheduled use of the property.

54.3 The Tenant shall comply with the provisions of the Major Events Management Act 2007 ("MEMA") to the extent that MEMA relates to or effects the conduct of the Permitted Use on the property and any use of adjoining Land.

55. Naming Rights



55.1 The Tenant has no naming rights in respect of the Property.

56. Health and Safety

56.1 The Tenant shall at all times during the term of this Lease comply with its duties and obligations under:

- (a) The Health and Safety at Work Act 2015, any amendments thereof, and any Act in substitution therefor (**the Act**); and
- (b) All regulations, rules, guidelines and codes of practice made under the Act from time to time and any amendments thereof.

56.2 Without limiting anything in clause 56.1, the Tenant shall:

- (a) Provide and maintain a work environment at the Premises that is without risks to health and safety;
- (b) Ensure that persons on the Premises, and on land in the vicinity of the Premises, are not exposed to risks to their health and safety that are under the control of the Tenant;
- (c) Develop procedures for dealing with emergencies that may arise on the Premises, and ensure that persons for whom the Tenant is responsible, and employees of such persons, understand and comply with those procedures;
- (d) Ensure that there are in place effective methods for regularly identifying existing and new risks to the health and safety of persons at and in the vicinity of the Premises, and inform the Landlord in writing of all such risks identified by the Tenant;
- (e) Co-operate with and assist the Landlord to comply with the Landlord's duties and obligations in relation to the property and the Premises (if any) under the Act and all regulations, rules, guidelines and codes of practice made thereunder, any amendments thereof, and anything in substitution therefor;
- (f) Provide training, information, instruction and supervision necessary to protect those for whom the Tenant is responsible, and employees of such persons, from risks to their health and safety arising from activities carried out at the Premises ;
- (g) Acquire, and keep up to date, knowledge of work health and safety matters;
- (h) Ensure that it has appropriate processes for receiving and considering information regarding incidents, hazards, and risks, and for responding in a timely way to that information.



56.3 In clause 56.2 'health' shall have the meaning given to that word by the Act.

56.4 The Tenant shall immediately give notice to the Landlord of:

- (a) Any damage to property as a result of the Tenant's activities on the Premises;
- (b) Any circumstances occurring within the Premises likely to cause damage to property;
- (c) Any accident that harms any person at the Premises; and
- (d) Any notifiable event (as defined in the Act) occurring at the Premises.

56.5 If the Tenant shall default in carrying out any of its obligations under clauses 56.1 to 56.4 and if the Landlord shall choose to carry out any necessary work to remedy the default then the Tenant shall forthwith upon demand reimburse to the Landlord all money so expended or incurred by the Landlord, without prejudice to any other rights and remedies of the Landlord.

57. **Insurance**

57.1 The Tenant shall take out and maintain public liability insurance for the sum of not less than \$2 million for any one occurrence.

57.2 The Tenant shall, within 10 days of the Commencement Date, and at any other time upon request by the Landlord, provide the Landlord with a certificate of currency from an insurer in respect of the insurance policy arranged pursuant to clause 57.1.

57.3 If the Tenant shall fail to comply with the requirements of clause 57.1, the Landlord may, without prejudice to the Landlord's other rights and remedies in respect of the breach of this Lease by the Tenant, obtain and maintain insurance cover, and the cost of such insurance shall be paid by the Tenant to the Landlord.

58. **Indemnity**

58.1 The Tenant agrees to occupy and use the Premises at the Tenant's risk and releases to the full extent permitted by law the Landlord, its employees, and agents from all claims and demands of any kind and from all liability which may arise in respect of any damage or injury occurring to any person or property at the Premises.

58.2 To the extent permitted by law, the Tenant shall indemnify and keep the Landlord indemnified against all liability, claims, actions, losses, damages, fines, penalties, costs and expenses of any nature which the Landlord

may suffer or incur or for which the Landlord may become liable directly or indirectly as a result of:

- (a) Any act or omission of the Tenant or persons for whom the Tenant is responsible;
- (b) Damage to property or injury to any person at or in the vicinity of the Premises wholly or partly caused by any act or omission by the Tenant or persons for whom the Tenant is responsible;
- (c) Damage to property or injury to any person caused by the use of the Premises by the Tenant or persons for whom the Tenant is responsible;
- (d) Damage to property or injury to any person caused by the condition of the Premises such as may be attributable to the Tenant; or
- (e) Any injury to any person as a result of the failure by the Tenant to comply with its obligations under clause 56 of this Lease.

59. Assignment

- 59.1 For the purposes of clause 33.1, if the Tenant is an incorporated society, 'assign' includes any change of the membership of the society or of the rules of the society having the effect of altering the effective management or control of the Tenant PROVIDED THAT nothing in this clause shall apply to a change of officers of the Tenant where such change is the result of an election held in accordance with the rules of the Tenant.

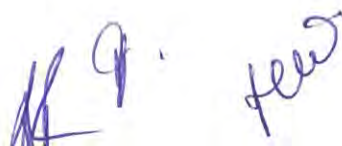
60. Alcohol

- 60.1 The Tenant shall not supply, manufacture or sell, or permit to be supplied, manufactured or sold, alcohol on the Premises. In this clause 'alcohol' has the meaning given to that word by section 5 Sale and Supply of Alcohol Act 2012 as amended, or any provision enacted in substitution thereof.

61. Landlord as local authority

- 61.1 Nothing in this Lease shall be deemed to amount to a consent, approval or permission by the Landlord in its capacity as a territorial authority or consent authority or other similar capacity under the Resource Management Act 1991, Sale and Supply of Alcohol Act 2012, Building Act 2004 or any other Act, regulation or bylaw, or a representation or warranty that any consent, approval or permission shall issue. It is the sole responsibility of the Tenant to satisfy itself as to the requirements of the Nelson City Council's Resource Management Plan and to obtain any necessary consents, approvals or permits in respect of the Tenant's use of the Premises

62. Architectural Integrity



62.1 **Signage**

Signage, insignia, corporate colours and the like shall be placed only on areas of the building designated for such by the Landlord and shall be of a style, size and colour which in the opinion of the Landlord does not adversely affect the appearance of the building or surroundings. No signs or graphic treatment shall be applied to windows or doors without the Landlord's written approval.

62.2 **Window Treatment**

Blinds, drapes, or other window treatments shall be approved in writing by the Landlord with the intent they shall blend appropriately with the exterior décor of the building.

62.3 **Exterior and Interior work**

No exterior or interior work shall be carried out without the express written approval of the Landlord. Exterior and interior work includes but is not limited to physical alterations, painting, the erection or installation of signage, aerials, satellite dishes, artwork and decoration, and landscaping.

62.4 The Tenant shall pay the Landlord's reasonable cost and expense including any architect or such other person's fees in processing and responding to any request for approval made under clauses 62.1, 62.2 and 62.3.

63. **Entire Understanding**

63.1 This Lease embodies the entire understanding and agreement between the parties hereto and any previous representations and arrangements whether express or implied in respect of the subject matter of this Lease are merged herein.

63.2 The Landlord and the Tenant shall not be bound by this Lease until this Lease has been signed by the Landlord and the Tenant.

64. **Shared Area**

64.1 The Tenant acknowledges that it must share the use of the Shared Area with other tenants, the public, groups or their invitees.

64.2 The Tenant must promptly carry out, at the Tenant's sole cost, all repairs and maintenance of the Shared Area that are attributable solely to any act or omission by the Tenant.

65. **Lease of Premises**



65.1 The Landlord and the Tenant agree that all buildings and other structures on the Property as at the Commencement Date are owned by the Landlord.

65.2 This Lease is granted pursuant to section 54(1) (b) Reserves Act 1977.

66. **Further obligations of Tenant**

66.1 The Tenant acknowledges that the Shared Areas within the Lease can be booked by other Tenants, members of the public, groups of their invitees. Such bookings will be made through the on-site management group for the Greenmeadows Centre. The Tenant is aware that should it require a Shared Area for longer than the allocated time within this Lease, the Tenant will need to book additional hours and pay for them separately through the on-site management group for the Greenmeadows Centre.

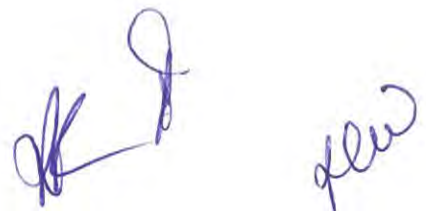
66.2 The Tenant shall not affix or exhibit or permit to be affixed or exhibited any noticeboard or trophy of any description on or within the Premises except on the following conditions:

- (a) That such noticeboard or trophy cabinet be previously approved by writing by the Landlord;
- (b) That such noticeboard or trophy cabinet be secured in a substantial and proper manner; and
- (c) That upon expiry or termination of this Lease, the Tenant will at the Tenant's expense remove all such noticeboards or trophy cabinets, and make good any damage caused by reason of the affixing, exhibiting or removal thereof.

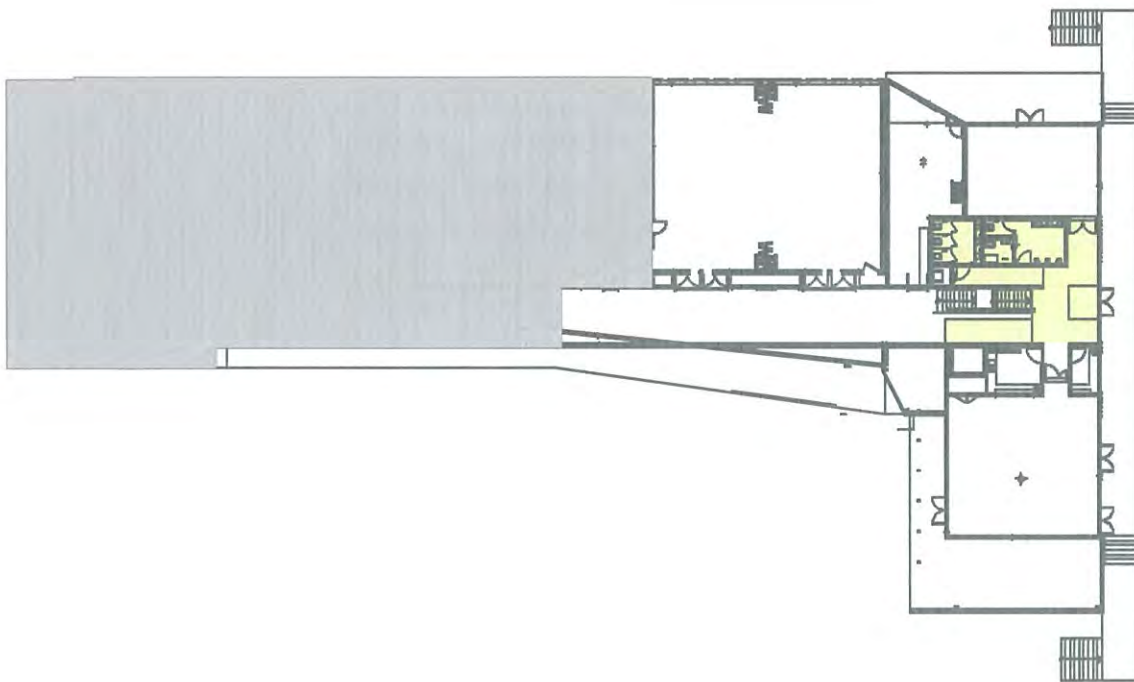
67. **Annual Rental**

67.1 s.7(2)(h) - enable any local authority holding the information to carry out without prejudice or disadvantage commercial activities

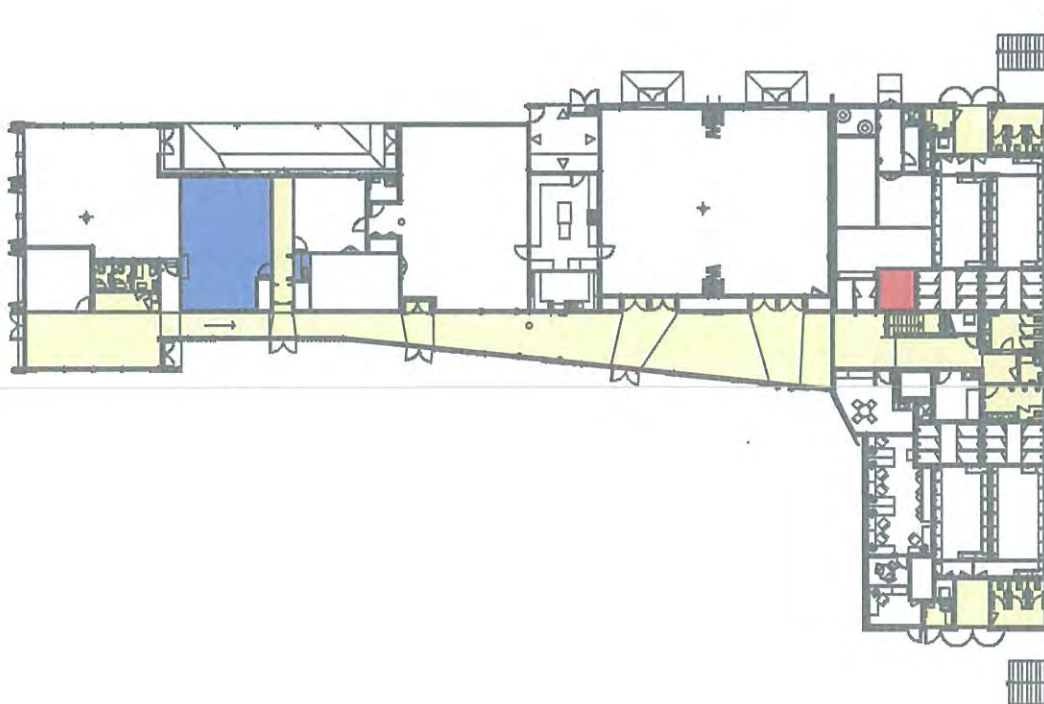
68. The Tenant shall be responsible for meeting 100% of the electricity costs insofar as those costs relate to court lighting.



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First Floor



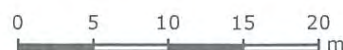
Ground Floor

Stoke Tennis - Leased Areas

Stoke Community and Sports Facility



Leased Areas	
Common Area	Yellow
Exclusive	Red
Shared	Blue



Scale 1:500



December 2017

The map is an approximate representation only and must not be used to determine the location or size of items shown, or to identify legal boundaries. To the extent permitted by law, the Nelson City Council, their employees, agents and contractors will not be liable for any costs, damages or loss suffered as a result of the data or plan, and no warranty of any kind is given as to the accuracy or completeness of the information represented. Nelson City Council information is licensed under a Creative Commons Attribution 3.0 New Zealand License, and the use of any data or plan or any information downloaded must be in accordance with the terms of that licence. For more information please contact us. Cadastral information derived from Land Information New Zealand. CROWN COPYRIGHT RESERVED.

File Ref: A1885474
1:100 Original map size A4.



Greenmeadows Community Centre - Stoke Tennis Courts

Lease



Stoke Tennis Inc Courts -
Lease Area

0 5 10 15 20
m

Scale 1:1,000

October 2019

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