

AGREEMENT TO ASSIGN LEASE

This form is approved by The Law Association of New Zealand Incorporated and the Real Estate Institute of New Zealand Incorporated.

DATE:

ASSIGNOR:

(Outgoing Tenant)

Kenepuru Homes Limited

ASSIGNEE:

(Incoming Tenant)

SOLE LANDSCAPES WELLINGTON LIMITED

THE ASSIGNOR agrees to assign and the Assignee agrees to take an assignment of the Lease of the Premises and the Car Parks (if any) described in the First Schedule from the Date of Assignment and for the Purchase Price all as set out in the First Schedule.

~~**THE ASSIGNOR** agrees to sell and the Assignee agrees to purchase the Assignor's Assets (if any) described in the First Schedule.~~

THE ASSIGNOR AND THE ASSIGNEE agree as set out in the Second Schedule.

SIGNED by the Assignor:


Jarrod Hayward (Jul 9, 2025 07:34 GMT+1)

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 Assignee:


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** (available from TLANZ: 4098WFP or REINZ); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from TLANZ: 4997WFP or REINZ).

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].

WARNINGS: (This note does not form part of this contract)

This contract is binding on both parties upon signing and they should seek legal advice **before signing**.

Reinstatement and restoration obligations at the expiry of the Lease should be identified by the Assignee.

FIRST SCHEDULE

1. **PREMISES:** Unit C, 2 Hoffs Place, Kenepuru, Porirua City
(address and description)

2. **CAR PARKS:** Four being parks being 8, 9, 10 and 11

3. **PARTICULARS OF LEASE:**
 - (a) Landlord: Brenton Laurence Coutts and RWP Trustee Services Limited as Trustees of the Clay Point Trust
 - (b) Date of Lease: 1.05.2021
 - (c) Rights of renewal: 2 x 3 years
 - (d) Annual Rent:

Premises	\$ 29,839.92	plus GST
and		
Car Parks	\$ NIL	plus GST
Total	\$ 29,839.92	plus GST
 - (e) Rent review and adjustment dates:
 1. Market rent review dates: Every second anniversary of the commencement date
 2. CPI rent adjustment dates: N/A
 3. Fixed rent adjustment dates: N/A
 - (f) Expiry date of current term: 01.04.2027
 - (g) Business use: Residential building company, office and showroom use, plus storage of product
(Existing)

 - Business use: Landscaping company, office and storage/workshop use
(Assignee's requirement for altered Business Use)

4. **DATE OF ASSIGNMENT:** 21/07/25 - with early access provided from 07/07/25 to establish business operations
(date incoming Tenant takes possession)

5. **PURCHASE PRICE:** \$ N/A **plus GST (if any)**
 (comprising)
 Assignor's Assets \$ N/A
 Goodwill of Lease \$ N/A
6. **ASSIGNOR'S ASSETS:** N/A
7. **DEPOSIT:** 
 Rent in advance \$ ~~7,459.98~~ 882.31 **plus GST**
 On account of Purchase Price \$ N/A **plus GST (if any)**
8. **DEFAULT INTEREST RATE:** 14 % per annum
9. **LIMITED LIABILITY TRUSTEE:**





SECOND SCHEDULE

Payment of Purchase Price

- 1.1** The Deposit must be paid to the Assignor or the Assignor's agent immediately upon execution of this agreement by both parties or at such other time as is specified in this agreement and the balance of the Purchase Price must be paid on the Date of Assignment.
- 1.2** The person to whom the Deposit is paid holds it as a stakeholder until this agreement is unconditional or is cancelled.
- 1.3** The Assignor is not entitled to cancel this agreement for non-payment of the Deposit unless the Assignor has first given to the Assignee three working days' notice of intention to cancel and the Assignee has failed within that time to remedy the default. No notice of cancellation is effective if the Deposit has been paid before the notice of cancellation is served.

Default Interest

- 2.1** Without prejudice to any of the Assignor's rights or remedies, including any right to claim for additional expenses and damages, if from any cause whatever save the default of the Assignor any portion of the Purchase Price is not paid upon the due date for payment the Assignee must pay to the Assignor interest at the Default Interest Rate on the portion of the Purchase Price so unpaid from the due date for payment until payment. If no Default Interest Rate is specified in the First Schedule or elsewhere in this agreement 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.

Possession

- 3.1** Possession of the Premises and Car Parks (if any) and the Assignor's Assets must be given and taken on the Date of Assignment with effect from the close of business on that day provided the balance of the Purchase Price has been paid.
- 3.2** The Assignor warrants that on the Date of Assignment ownership of the Assignor's Assets will pass to the Assignee free from any charges.

Deed of Assignment

- 4.1** On payment of the balance of the Purchase Price and other moneys due on the Date of Assignment the Assignor must hand to the Assignee the Lease, any previous assignments of the Lease and any relevant sublease(s) together with an executed deed of assignment of the Lease to the Assignee with the consent of the Landlord endorsed.
- 4.2** The deed of assignment to the Assignee will be prepared by and at the expense of the ~~Assignor~~ ^{Assignee}, executed by the Assignee and any required guarantor(s) and tendered to the Assignor or the Assignor's lawyers a reasonable time prior to the Date of Assignment.
- 4.3** The deed of assignment must be on the then current form of deed of assignment of The Law Association of New Zealand Incorporated or a form of assignment which is substantially similar.

Risk of Damage

- 5.1** The Premises and the Assignor's Assets remain at the risk of the Assignor until possession is given and taken.

Approval of Lease Documents

- 6.1** The Assignor must deliver a copy of the Lease Documents to the Assignee or the Assignee's lawyer and this agreement is conditional on the Assignee's approval of the Lease Documents. This condition is inserted for the Assignee's sole benefit.
- 6.2** If the Assignee does not approve the Lease Documents, the Assignee must give notice to the Assignor (an "Assignee's Notice") on or before the fifth working day after the later of the date of this agreement, or the date of delivery of the Lease Documents in terms of subclause 6.1, stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the Assignee requires to be done to remedy those matters. If the Assignee does not give an Assignee's Notice the Assignee is deemed to have accepted the Lease Documents.
- 6.3** The Assignor must give notice to the Assignee (an "Assignor's Notice") on or before the seventh working day after receipt of the Assignee's Notice advising whether or not the Assignor is able and willing to comply with the Assignee's Notice by the Date of Assignment.
- 6.4** If the Assignor does not give an Assignor's Notice or if the Assignor's Notice advises that the Assignor is unable or unwilling to comply with the Assignee's Notice, and if the Assignee does not, on or before the twelfth working day after the date the Assignee's Notice is given, give notice to the Assignor that the Assignee waives the objection to the Lease Documents, this condition will not have been fulfilled and this agreement will be void (without need for any cancellation notice) and any Deposit must be refunded to the Assignee and neither party will have any claim against the other.
- 6.5** If the Assignor gives an Assignor's Notice advising that the Assignor is able and willing to comply with the Assignee's Notice, this condition is deemed to have been fulfilled and it will be a requirement that the Assignee's Notice must be complied with before the Date of Assignment.

Notice

- 7.1** All notices required by this agreement must be in writing addressed to the recipient and must be served in the manner required for service under the Lease.

Landlord's Consent

- 8.1** This agreement is conditional upon the Assignor obtaining the consent of the Landlord to:
- (a) the assignment of the Lease; and
 - (b) the Business Use of the Premises being altered to the use specified in the First Schedule (if any); within 5 working days of the date this agreement is signed by both parties.
- 8.2** The Landlord, as a condition of consent to the assignment of the Lease, may require:
- (a) A deed of covenant in customary form by the Assignee in favour of the Landlord and the Assignor;
 - (b) A deed of guarantee in customary form from such persons as the Lease may require be provided on an assignment (including deemed assignment) of the Lease; and
 - (c) A bank guarantee and/or a rental bond for such amount as the Lease may require be provided on an assignment (including deemed assignment) of the Lease.
- 8.3** The Assignee must provide or procure such deeds of covenant, guarantees or rental bond which the Landlord is entitled to under the Lease as a condition of consent to the assignment, in favour of the Landlord.

Implied Conditions

- ~~**9.1** The General Conditions of Sale contained in the current The Law Association of New Zealand Incorporated's Agreement for Sale and Purchase of a Business (excluding the approval of Lease clauses) are implied to the extent reasonably necessary to give legal and business efficacy to this agreement.~~

Execution

- 10.1** This agreement may be executed in any number of counterparts and all of such counterparts taken together are deemed to constitute one and the same instrument. Communication of execution of this agreement may be made by each party transmitting by email to the other party or their respective agents a counterpart of this agreement executed by the party sending the email.
- 10.2** This agreement may be executed by an electronic method and a party doing so represents and warrants to the other party that the means of creating the electronic signature complies with section 228 of the Contract and Commercial Law Act 2017.

Non Merger

- 11.1** The terms and covenants contained in this agreement will not merge insofar as they have not been fulfilled at the Date of Assignment but will remain in full force and effect.

Agent

- 12.1** If the name of a licensed real estate agent is recorded on this agreement it is acknowledged that the assignment evidenced by this agreement has been made through that agent whom the Assignor appoints as the Assignor's agent to effect the assignment. The Assignor must pay the agent's charges including GST for effecting such assignment.

Liability is Joint and Several

- 13.1** If there is more than one Assignee, the liability of the Assignees is joint and several.

Nomination

- 14.1** Where the Assignee executes this agreement with provision for a nominee or on behalf of a company to be formed, the Assignee remains liable for all the obligations on the part of the Assignee under this agreement until such time as the Deed of Assignment has been signed.

Goods and Services Tax

- 15.1** The Assignee must pay any Goods and Services Tax (GST) in respect of the Purchase Price and any other supplies pursuant to this agreement expressed to be "plus GST".

Definition

- 16.1** The word "Lease" means the Lease of the Premises and Car Parks (if any) details of which are included in the First Schedule.
- 16.2** The words "Lease Documents" where used in this agreement mean the Lease, any prior assignment of the Lease, any deed of renewal or variation of the Lease and any deed or other evidence (including informal documents or correspondence) of a review or adjustment of rent payable under the Lease that will be operative at the Date of Assignment.

16.3 “working day” means any day of the week other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, and Labour Day;
- (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
- (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive;
- (d) the day observed as the anniversary of any province in which the premises are situated;
- (e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
- (f) any other day which is to be observed as a public holiday pursuant to legislation.

A working day will be deemed to commence at 9.00 am and to terminate at 5.00 pm. 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.

16.4 “Assignor’s Assets” means all the chattels, fixtures and fittings which are described in the First Schedule and which are owned by the Assignor.

Limitation of Liability

17.1 If any person enters into this agreement as trustee of a trust, then:

- (a) That person warrants that:
 - (1) that person has power to enter into this agreement under the terms of the trust; and
 - (2) that person has properly signed this agreement 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 agreement; and
 - (4) all of the persons who are trustees of the trust have approved entry into this agreement.
- (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 agreement 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.

17.2 Notwithstanding subclause 17.1, a party to this agreement that is named in the First Schedule as a limited liability trustee, that person’s liability will not be personal and unlimited but limited in accordance with subclause 17.1(b).

February 2025

18.0 If the Landlord's consent is conditional upon the Assignee providing personal guarantees, bank guarantees and/or any other conditions not known to the Assignee at the date of this agreement, then the Assignee will have a five (5) working days from receipt of the Landlord's request for such conditions to confirm their acceptance or otherwise. If the Assignee does not consent to the Landlord's further conditions, then the Assignee will issue notice that the agreement is at an end. This agreement is conditional upon the Assignor within five (5) working days of the date of the Agreement procuring agreement from the landlord to:

18. 1. The Landlord or the landlords agent completing a Premises Condition Report together with the Assignee to be completed in the sixth schedule; and before the Date of Assignment
18. 2. The reinstatement obligations of the assignee being limited to the condition of the premises at the date of the Premises Condition Report, with the exception of the shelving and storage at clause 22.0 below

19.0 For the avoidance of doubt, the Assignor shall be responsible for all outgoings payable under the lease up to (but excluding) the Date of Assignment. From the Date of Assignment onwards, the Assignee shall assume all liability for payment of outgoings in accordance with the terms of the lease.

20.0 The Assignee shall not be liable for any deterioration of the Premises arising from fair wear and tear due to reasonable use, whether occurring prior to or after the date of assignment.

For the avoidance of doubt, the Assignee accepts no responsibility for any existing damage, defects, or maintenance issues that may be attributable to the Assignor's period of occupation

21.0 The Landlord is satisfied with the current state of the property and there are no outstanding areas of repair or make good obligations.

22.0 permission is granted for the assignee to install storage, shelving/racking attached to the floor and/or walls of the workshop, and on the exterior of the premises. This must be removed at the termination of the assignment unless otherwise agreed with the landlord. with standard make good provisions to apply.

FOURTH SCHEDULE

ADDENDUM TO ASSIGNMENT OF LEASE

Relating to Lease of: Unit C, 2 Hoffs Place, Kenepuru, Porirua

Landlord: Brenton Laurence Coutts and RWP Trustee Services Limited as Trustees of the Clay Point Trust

Tenant (Assignor): Kenepuru Homes Limited

Assignee: SOLE LANDSCAPES WELLINGTON LIMITED

Guarantor (Original): Jarrad Tilyard

Guarantor (New): Jonathan Sole

SCHEDULE – GUARANTOR REPLACEMENT UPON ASSIGNMENT

Guarantee by Assignee

The Assignee shall, as a condition of the Landlord's consent to the Assignment of Lease, enter into a deed of guarantee and indemnity in favour of the Landlord ~~in the same form as the Fourth Schedule of the Lease or such other form as the Landlord may reasonably approve.~~ **to be recorded in a Deed of Assignment of lease.**

Release of Original Guarantor

Upon the Landlord's written acceptance of the Assignee's guarantee and indemnity, the original Guarantor(s) under the Lease shall be released from all obligations and liabilities under that guarantee in respect of any act, omission, or default occurring from the date of assignment.

Continuing Liability for Prior Defaults

The original Guarantor(s) remain liable for any default or liability of the Tenant arising before the effective date of the assignment.

~~**Deed Form**~~

~~This Addendum may be read together with the Assignment of Lease and the original Deed of Lease. It shall be binding upon the parties accordingly.~~

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.

SIGNED by the Guarantor in the presence of:

.....
(Signature of Guarantor)

Name:

Occupation:

Address:

Witness Signature:

.....
(Signature of Witness)

Name:

Occupation:

Address:

**FIFTH SCHEDULE
LANDLORDS FIXTURES AND FITTINGS**

- Fixed floor coverings
- walls and doors
- roller door
- bar in the meeting room
- front entrance desk
- sideboards and cabinetry
- lighting
- Heat pump
- Kitchenette including
sink and tapware
- Hot water cylinder
- Toilet fixtures



SIXTH SCHEDULE
PREMISES CONDITION REPORT



AGREEMENT TO ASSIGN LEASE

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DATE:

DEPOSIT:

Deposit paid to: Capital Commercial (2013) Trust Account

Amount: \$7,459.98 + GST

Date Paid:


JT

ASSIGNOR: Kenepuru Homes Limited

Contact Details: 0274443306
jarrad@kenepuruhomes.co.nz

ASSIGNOR'S LAWYERS:

Firm:

Individual Acting:

Contact Details:

ASSIGNMENT NEGOTIATED BY:

Capital Commercial (2013) Limited

Licensed Real Estate Agent

Office: Bayleys Capital Commercial

Address: Level 14, 36 Brandon Street Wellington 6011

Telephone: Ph: 04 499 6022

Manager: Mark Hourigan

Salesperson: Simon Butler (021 128 9315)

ASSIGNEE: SOLE LANDSCAPES WELLINGTON LIMITED

Contact Details:
jono@solelandscapes.co.nz
027 518 1333

ASSIGNEE'S LAWYERS: Firm: Rainey
Collins

Individual Acting: Laurie Pallett

Contact Details: lpallett@raineycollins.co.nz

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LANDLORD:

Contact Details: Brenton Laurence Coutts and RWP Trustee Services Limited as Trustees

LANDLORD'S LAWYERS:

Firm:

Individual Acting:

Contact Details:

4bc5e15ed70723077e179018bcfaf7169ce2dff4071a54f03c10c9f0f5d5

Final Audit Report

2025-07-09

Created:	2025-07-09
By:	Simon Butler (simon.butler@bayleys.co.nz)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkGZNj43otDDu0rUQjzGyn4nofp6TDd9p

"4bc5e15ed70723077e179018bcfaf7169ce2dff4071a54f03c10c9f0f5d5" History

-  Document created by Simon Butler (simon.butler@bayleys.co.nz)
2025-07-09 - 3:40:53 AM GMT
-  Document emailed to jarrad@kenepuruhomes.co.nz for signature
2025-07-09 - 3:41:00 AM GMT
-  Email viewed by jarrad@kenepuruhomes.co.nz
2025-07-09 - 6:28:30 AM GMT
-  Signer jarrad@kenepuruhomes.co.nz entered name at signing as Jarrad Tilyard
2025-07-09 - 6:34:35 AM GMT
-  Document e-signed by Jarrad Tilyard (jarrad@kenepuruhomes.co.nz)
Signature Date: 2025-07-09 - 6:34:37 AM GMT - Time Source: server
-  Agreement completed.
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