

HEADS OF AGREEMENT TO LEASE

Reference: Land and buildings on the North side of Lot 5

Address: The Mill, 1469 Main North Road, Waikuku.

Landlords: Paul and Jeni Sanderson
T/A Sanderson China and Pottery
PO Box 62, Rangiora.
03 3127 978

Tenant: Wayne and Christine Harper
13 Seadown Crescent
Amberley
Trading as: W and C Harper Ltd.
MR. Wools
PO Box 89 Amberley
Home 03 314995
Office 3100261
Cell 0274 461 977 MR Wools
03 310 0261

Tenancy: Block building 100x60 sq feet, 30.5 x 1 8.3 sq.m. - 253-m
Iron Shed 12.8 x 9.5sqm 121-m
Loading Bay 9.5m wide.
Grass verge on South East and West of Block
Building.
Office inside the Block Building.

Procession Date: 1st March 2011 $2 \times 6. = 8 = 1 \text{ march } 2019$

Term: 2 years plus three further rights of renewal of 2 years each.

Rental: Lease is \$494 plus GST per week.
Main Road Stack Sign rental \$5.88 plus GST.

Rent Review: The last Rent Review was done in June 2008.
For the purposes of this Agreement the next
Rent Review will be March 1st 2012.
Rent increases will not exceed 3% per year and
will be guided by the ADLS Deed of lease.

Power: Single and three phase power supplied. The
Mains board is owned by the Landlord.

Residential

34500. x 52

\$17940.

Insurance:	Insurance policies must be produced by Landlord and Tenant to the satisfaction of both parties. Tennant to have Contents and Public Liability Insurance. Landlord will have a Present Day Value Cover Policy and Public Liability.
Maintenance:	The tenant is responsible for interior maintenance and the landlord for exterior maintenance. All maintenance, works and upgrades to be carried out under the guidelines set in the Works, Upgrade and Maintenance Form. The grass verges are to be kept in an orderly fashion.
Contractors:	Contractors include any person from any trade required to undertake work of any description at the mill. Permission to commence work will be only granted once an agreement that gives reference to the Occupational Health and Safety Regulations and Public Liability are signed, and that the scope of the work to be carried out is approved and also signed.
Dangerous Goods:	Chemical and Dangerous goods must be stored safely and in accordance with local body and insurance guidelines.
Fire Safety:	A Fire safety policy must be formulated and Include references to evacuation, smoke detection, and fire fighting.
Damage:	Any damage caused by any party including tenants, staff, or visitors must be reported.
Rubbish:	Rubbish must be disposed off site on a weekly basis. The Waimakariri District Council rubbish collection day is Monday. Combustibles must not be stored or stacked against the exterior building.
Signage:	MR Wools will have the right to signage space on the Main Road Stack Sign. Permission to use an existing sign on the Brick Building on Lot 1 is allowed at present. A new directional stack sign is planned for this area in the future.

All other signage is to be discussed.

Parking:

Adequate parking is included on the Northern grass verge.

Privacy:

The terms of this agreement are viewed by the Landlord as private and confidential.

At any time during the Heads of Lease Agreement, the Tennant or Landlord, if required, may enter into a formal lease agreement. This lease to be in the form usually adopted by and containing the usual clauses used by solicitors practicing in the Canterbury district and will use the Deed of Lease Agreement format owned by the Auckland Distract Law Society

Landlord:

Paul and Jeni Sanderson



Date: 090311

Tenant:

Wayne and Christine Harper



Date: 09-03-11





Lots 1 & 2 being proposed subdivision of Lot 5 DP 311473
Comprised in CT CB45275 Waimakariri District

989Sanderson - Drawing001

Prepared by David Rowell
Registered Surveyor
20/04/2010
1:1000