DEED OF LEASE

GENERAL address of the premises:
Yard No. 2, 362 Matakana Valley Road, Matakana

Agreement made this 24th day of MARCH 2020

Between Three Blokes Limited
("The Landlord)

And Gordon Blythen
("The Tenant")

Whereby the Landlord leases to the Tenant and the tenant takes on the lease of premises as described in the First Schedule together with the right to use any common areas of the property for the term from the commencement date and at the annual rental (subject to review as applicable) as set out in the First Schedule.

THE LANDLORD AND THE TENANT AGREE:

1. As set out in the First, Second and Third Schedules

2. That the Landlords fixtures, fittings and chattels contained on the premises are those described in the Fourth Schedule.

SIGNED by the Landlord
Three Blokes Limited by its Directors

Dean Gordon Munro
Company Director

Kim Margaret Munro
Company Director

SIGNED by the Tenant

Gordon Blythen

FIRST SCHEDULE

1. **PREMISES**

   The Landlord agrees to Lease to the Tenant and the Tenant agrees to take on the Lease of Yard No. 2, part of the Landlords premises at 362 Matakana Valley Road, Matakana. The subject premises being a 500 m2 (more or less) unpaved fenced yard depicted on the attached plan as shown in the Fifth Schedule.

2. **TERM**

   The Lease shall be for a term of 1 year.

3. **COMMENCEMENT DATE**

   The commencement date is to be 1st April 2020.

4. **RIGHTS OF RENEWAL**

   The Lease shall provide for 2 rights of renewal each for a term of 2 years.

5. **FINAL EXPIRY DATE**

   (if all rights of renewal are exercised)

   The final expiry date shall be the date 5 years from the commencement date.

6. **POSSESSION**

   The Premises shall be available to the Tenant from the date of commencement of this Lease provided that all the conditions in this agreement have been satisfied.

7. **ANNUAL RENTAL**

   (subject to review if applicable)

   The initial rental shall be $125.00 per square meter per annum of the premises leased (plus Goods and Services Tax) payable in equal monthly instalments (plus Goods and Services Tax) in advance. The first payment of rental shall be on the date of commencement.

8. **RENT REVIEW DATES**

   On the first anniversary of the Lease commencement date the annual rental shall be increased by the movement in the Consumer Price Index calculated as set out in Clause 2.5 of the Second schedule in conjunction with further terms as set out in the Third schedule of this agreement, on the third anniversary of the Lease commencement date the annual rental will be reviewed to market rates.

9. **DEFAULT INTEREST RATE**

   The base lending rate of the trading bank of the Landlord at the date of default plus a margin of 5%.

10. **BUSINESS USE**

    The Premises shall be used for the storage of stock and equipment used in the Tenants rural contracting business.

11. SIGNAGE

11.1 The tenant must obtain the Landlords consent to any signage they wish to affix to the exterior of the Premises. The Landlord may not withhold their consent unreasonably.

11.2 All signage shall be rent free and excluded from the assessment of any rental valuations.

12. OPERATING EXPENSES

12.1 In addition to the rental the Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are set out in clause 12.2.

12.2 Operating Expenses where used in this clause include:

1. A proportionate share of rates or levies payable to any local or territorial authority pertaining to the Premises calculated as a percentage of the land area leased to the total land area of the Landlords premises at 362 Matakana Valley Road, Matakana

2. Charges for water and/or electricity as invoiced by the landlord. The cost for water shall be $4.00 per cubic metre (plus Goods and Services Tax) for the first 12 months of this agreement and thereafter at the Landlords discretion.

3. Rubbish collection and recycling charges.

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