

**Thorndon 190 Limited**  
(“LESSOR”)

**HER MAJESTY THE QUEEN**  
for the purposes of the  
**New Zealand Police**  
(“Lessee”)

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**DEED OF VARIATION AND  
RENEWAL OF LEASE**

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(Relating to Levels 1 to 4, 190 Thorndon Quay, Wellington)

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**MORTLOCK MCCORMACK LAW**  
Christchurch

DEED dated the *1<sup>st</sup>* day of *May* 2019

BETWEEN THORNDON 190 LIMITED ("Lessor")

AND HER MAJESTY THE QUEEN acting by and through the Commissioner of the New Zealand Police ("Lessee")

## BACKGROUND

- A. The parties in their respective capacities are parties to the Lease.
- B. The parties have agreed to vary the Lease by replacing the current rights of renewal with a new right of renewal and by increasing the rent.

## THIS DEED RECORDS:

### 1. Interpretation

#### 1.1 In this Deed:

"Lease" means the Deed of Lease dated 1 November 2012 between the Lessor and the Lessee in respect of Levels 1 to 4, 190 Thorndon Quay, Wellington.

"Lessee" and "Lessor" includes their respective successors, executors, administrators and assigns.

"Premises" means the premises as defined in the Lease.

- 1.2 This Deed is supplemental to the Lease and expressions and definitions used in this Deed bear the same meaning given to them in the Lease.

### 2. Variations of Lease

- 2.1 The Lease is hereby varied by the replacement of the two (2) rights of renewal each for further terms of three (3) years provided for in the First Schedule to the Lease with one (1) right of renewal for a further term of twenty three (23) months from 1 February 2019 to 31 December 2020.
- 2.2 The final expiry date of 30 April 2024 as provided in the First Schedule to the Lease is deleted and replaced with 31 December 2020 (unless a further Variation of Lease is entered into between the parties to provide for additional right(s) of renewal).
- 2.3 The parties acknowledge that the annual rent payable for the premises for the period from 1 February 2019 to 31 December 2020 shall be \$500,000.00 plus GST.



**3. Confirmation of Other Lease Covenants**

The Lessee acknowledges and covenants with the Lessor that the Lessee shall:

- (a) Continue to hold the Premises on the same terms and provisions expressed or implied in the Lease subject to the variations set out in this Deed; and
- (b) Duly and punctually perform and observe the covenants and provisions of the Lease as set out in the Lease but as varied by this Deed.

**4. Costs**

Each party shall bear their own costs of and incidental to the completion of this Deed.

**5. Counterparts**


This Deed may be executed and delivered in any number of counterparts (including facsimile or scanned and email PDF counterparts). Each executed counterpart will be deemed an original, and executed counterparts together will constitute one (and the same) instrument. No counterpart shall be effective until each party required to sign has executed at least one counterpart. If there is no express agreement regarding the date of this Deed, and counterparts are signed on separate dates, the date of the compiled instrument is the date of its latest counterpart.

**EXECUTION**

SIGNED for and on behalf of  
**THORNDON 190 LIMITED**  
by its director in the presence of:

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)  
)

  
\_\_\_\_\_  
Director

  
Richard Bernard Chesney  
Solicitor  
Wellington

SIGNED for and on behalf of  
**HER MAJESTY THE QUEEN**  
acting by and through the Commissioner of  
New Zealand Police in the presence of:

)  
)  
)





**Ian Williams**  
Manager Property

The logo for Bayleys, featuring the word "BAYLEYS" in a bold, white, sans-serif font, centered within a dark blue rectangular box with a thin white border.

## **DISCLOSURE STATEMENT**

1. The following information has been supplied to Capital Commercial (2013) Limited ("Bayleys") to be made available for distribution on the vendor's behalf to potential purchasers to assist purchasers with their due diligence and to use at the purchaser's discretion.
2. Bayleys and the Vendor do not warrant the accuracy or completeness of the information and recommends that all recipients undertake their own due diligence, obtain their own reports to their satisfaction and seek independent advice prior to committing to purchaser.