

DEED OF LEASE

Sixth Edition 2012 (5)

GENERAL address of the premises:

~~9, YOKING STREET~~
UPPER HUTT

FIRST FLOOR

DATE: 3 September 2018

LANDLORD:

S M AND R A H BIRCHALL AND
TUKINO FAMILY TRUST

TENANT:

UPPER HUTT LAW LIMITED

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.~~

(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)

25 % 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, lift, 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~~

FIRST SCHEDULE

1. **PREMISES:** First Floor, 9-11 King Street, Upper Hutt
containing 179.3m²
2. **CAR PARKS:** Nil
3. **TERM:** Three (3) years
4. **COMMENCEMENT DATE:** 1st January 2017
5. **RIGHTS OF RENEWAL:** 5 terms of three (3) years each
6. **RENEWAL DATES:** 31/12/2019, 31/12/2022, 31/12/2025 and 31/12/2028
7. **FINAL EXPIRY DATE:** 31 December 2031
8. **ANNUAL RENT:**

Premises	\$ 22,000.00	plus GST
Car Parks	\$ Nil	plus GST
TOTAL	\$ 22,000.00	plus GST

(Subject to review if applicable)
9. **MONTHLY RENT:** \$ 1,833.33 plus GST
10. **RENT PAYMENT DATES:** The 1st day of each month commencing on the 1st day of January 2017
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:
31/12/2019, 31/12/2022, 31/12/2025 and 31/12/2028
 2. CPI rent review dates:
12. **DEFAULT INTEREST RATE:** 15 % per annum
(subclause 5.1)
13. **BUSINESS USE:** Law Offices and Commercial Office premises
(subclause 16.1)

The figure consists of five black-and-white micrographs arranged horizontally, labeled (A) through (E).
 (A) shows a single cell with a prominent nucleus.
 (B) shows two cells, each with a visible nucleus.
 (C) shows four cells in a 2x2 arrangement.
 (D) shows eight cells in a 2x4 grid.
 (E) shows sixteen cells in a 4x4 grid.



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