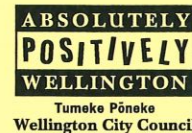


WELLINGTON CITY COUNCIL CHECKLIST.

(Please keep copy on site)



SITE ADDRESS *6 Mc Donough Court*
DESCRIPTION *Repile / AH's*
UNIT No *1*
DATE *8/7/01*
NAME *Drew Williams*

SR No *77915*
PC Docs No
FIRST INSPECTION? *YES* / NO
TIME ARRIVED *11.30*
TIME SPENT *30m*

Conforms with approved drawings *YES* / NO Site Note number.....
Sighted previous inspection notes YES / NO Producer statement required YES / NO
Engineer supervision required YES / NO Name of Engineer.....

SITE

Checked position off relevant boundaries and datum height YES / NO
Checked for resource consent conditions YES / NO Checked driveway YES / NO
Surveyor name.....

PILES

Pile size correct ☒ Pile layout is to plan *YES* / NO
Hole depth correct ☒ Good bearing ☒ Special piles - point load ☐
Specific design - Engineer supervision ☐

FOUNDATIONS

Good bearing ☐ Footing depth ☐ Sub-floor vents ☐
Reinforcing steel as per approved drawings ☐

CONCRETE SLAB

Sand blinding ☐ Slab thickenings ☐ Damp Proof Course ☐
Rebate for brick veneer ☐ Ground clearance ☐ Bottom plate fixings ☐
Steel reinforcing as per approved drawing ☐ Bar chairs ☐

Wastes and drains - size ☐ Pipe bedding/sleeving ☐ Test - Water ☐
- fall ☐ Pipe material..... - Air ☐
DPC penetrations taped ☐ As laid plans ☐ TPR line ☐
Secondary flow path ☐

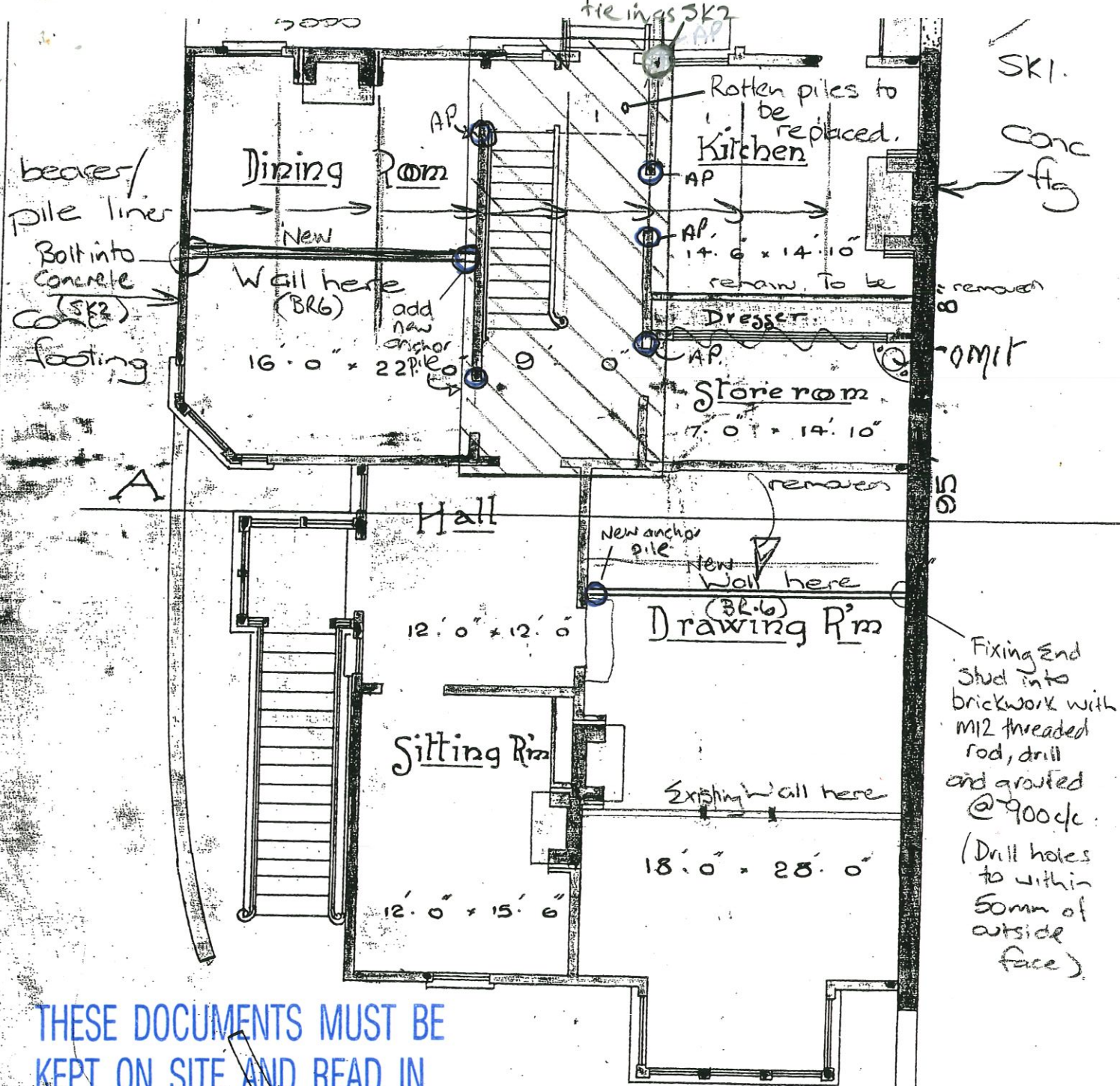
STRUCTURAL WALL / RETAINING WALL

Type..... Steel reinforcing as per approved drawing ☐
Water proof membrane YES / NO Membrane protection YES / NO
Subsoil drain ☐ Discharge point.....
Back filled with drainage metal ☐ Clean rock fill to crib wall ☐

COMMENTS

Firm gravel.
Anchor Piles as per plan.
Approach to concrete piles

D. Williams



Fixing End Stud into brickwork with M12 threaded rod, drill and grouted @ 900c/c. (Drill holes to within 50mm of outside face).

THESE DOCUMENTS MUST BE KEPT ON SITE AND READ IN CONJUNCTION WITH THE CONSENT ADDENDA.

GROUND FLOOR — PLAN —

WELLINGTON CITY COUNCIL
SERVICE REQUEST No.

№ 77915

APPROVED BUILDING.
CONSENT DOCUMENTS

* Walls to be removed are non-load bearing.
AP = New Anchor pile

WELLINGTON CITY COUNCIL
ENVIRONMENT
11 JUN 2001
RECEIVED
WAKEFIELD ST., WELLINGTON

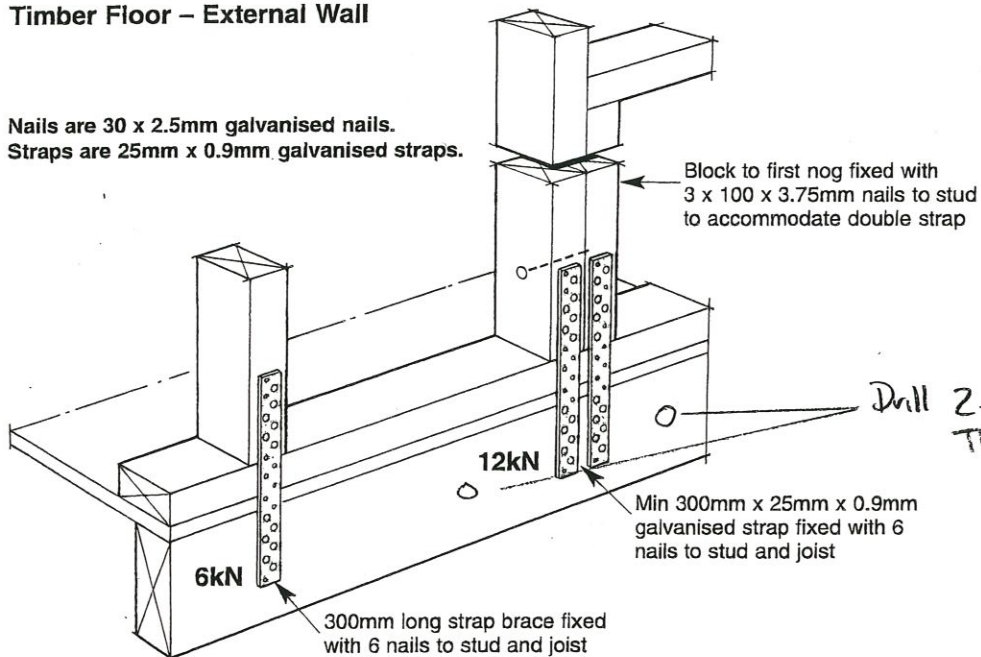
THESE DOCUMENTS MUST BE
KEPT ON SITE AND READ IN
CONJUNCTION WITH THE

SK2

Hold-Down Straps

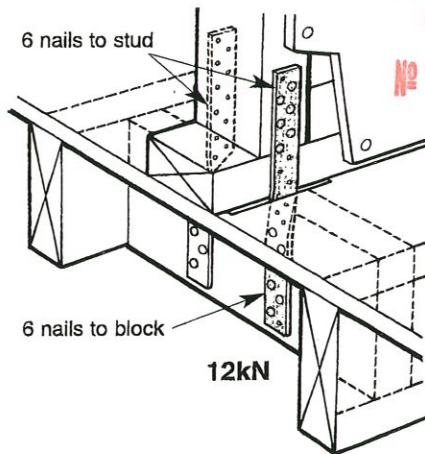
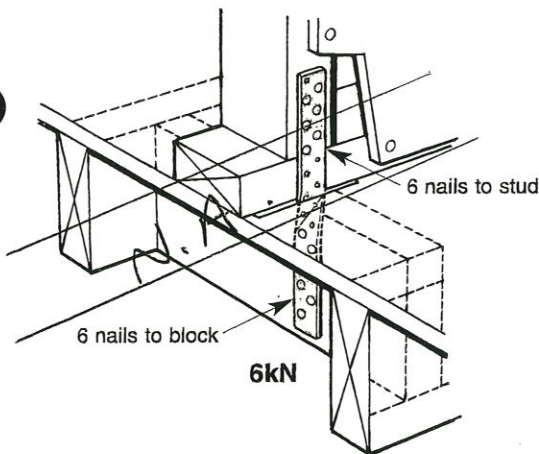
Timber Floor – External Wall

Nails are 30 x 2.5mm galvanised nails.
Straps are 25mm x 0.9mm galvanised straps.



12 kN Hold-downs

Timber Floor – Internal Wall

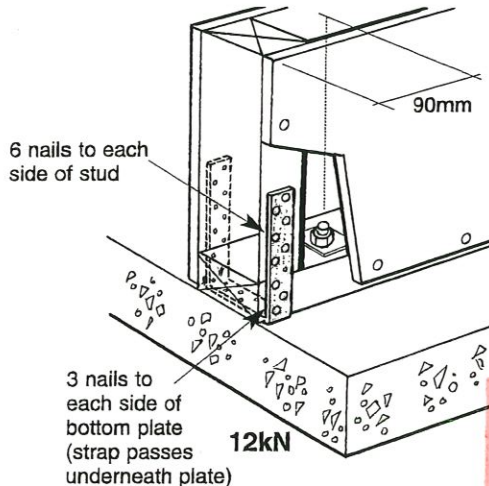
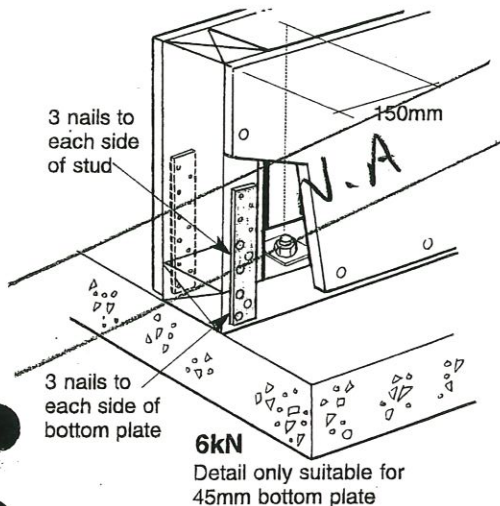


WELLINGTON CITY COUNCIL
SERVICE REQUEST No.

№ 77915

APPROVED BUILDING
CONSENT DOCUMENTS

Concrete Floor



6kN Connections – UL1, UL2, BR4, BR5, BR7, BR8 & BR9
12kN Connections – BR6

WELLINGTON CITY COUNCIL
ENVIRONMENTAL
11 JUN 2001
RECEIVED
WAKEFIELD ST. WELLINGTON

5x3

WELLINGTON CITY COUNCIL
SERVICE REQUEST No.

№ 77915

APPROVED BUILDING
CONSENT DOCUMENTS

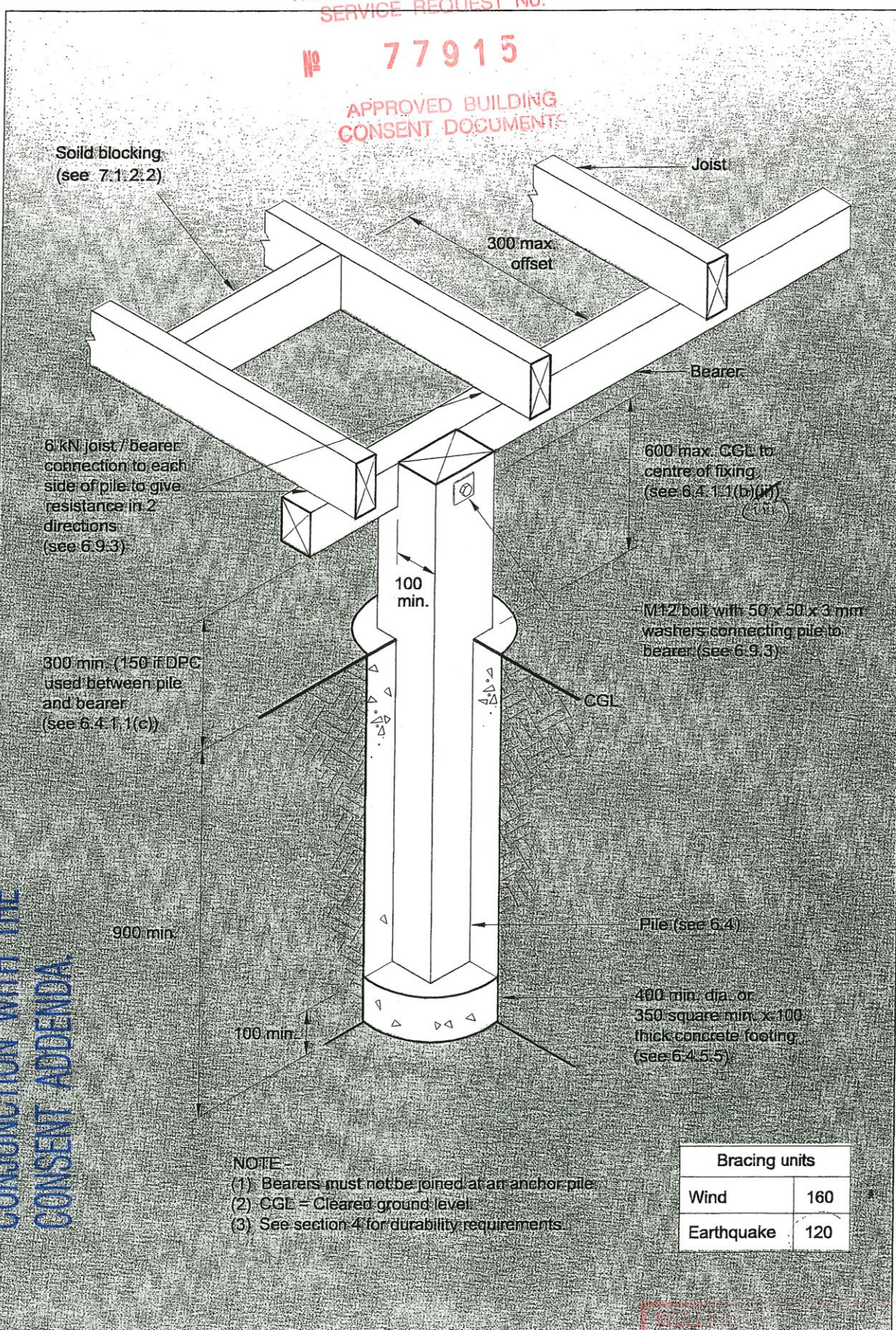


Figure 6.10 – Anchor pile directly connected to bearer only (see 6.9)

11 JUN 2001

RECEIVED 6-25

WAKEFIELD ST, WELDON 1000

THESE DOCUMENTS MUST BE KEPT ON SITE AND READ IN CONJUNCTION WITH THE CONSENT APPENDIX

FIRE SAFETY DESIGN REPORT
MEANS OF ESCAPE



holmes
fire & safety

FOR

ROSEMERE BACKPACKERS

AT

M^CDONALD CRESCENT

PREPARED FOR

MARK BRANDWOOD

Wellington

Telephone

+64 4 471 1450

Facsimile

+64 4 471 2336

Holmes Fire

& Safety Ltd

Level 1, PSA House

11 Aurora Terrace

PO Box 942

Wellington

New Zealand

Offices in

New Zealand

Australia

www.holmesfire.com

Prepared By

Kathryn Lewis

Reviewed By

Derek Robertson

8 JUNE 2001

PROJECT NO. 92615 Rev A

WELLINGTON CITY COUNCIL
SERVICE REQUEST NO

77915

APPROVED BUILDING
CONSENT DOCUMENT



THESE DOCUMENTS MUST BE
KEPT ON SITE AND READ IN
CONJUNCTION WITH THE
CONSENT ADDENDA.

REPORT ISSUE AUTHORISATION

PROJECT : Rosemere Backpackers
Project No : 92615

Rev	Date	Purpose of Issue	Prepared by	Issue Authorised by
A	8 June 2001	Fire Report - For Building Consent	KRL	DCR

This report caters specifically for the requirements and requests of our Client. No warranty is intended or implied for use by any third party and no responsibility is undertaken to any third party for any material contained herewith.

WELLINGTON CITY COUNCIL
SERVICE REQUEST No.

No 77915

**APPROVED BUILDING
CONSENT DOCUMENTS**



TABLE OF CONTENTS

1	PURPOSE	4
2	GENERALLY	4
3	DESIGN PHILOSOPHY	4
4	MEANS OF ESCAPE	4
4.1	OCCUPANCY CLASSIFICATION AND DENSITY	4
4.2	FIRE SAFETY PRECAUTIONS REQUIRED	5
4.3	ESCAPE ROUTE WIDTHS	5
4.4	TRAVEL DISTANCES	5
4.5	GENERALLY	6
5	FIRE RATING REQUIRED	6
5.1	FIRE RATINGS TO STAIRWAY	6
5.2	ESCAPE ROUTES	6
5.3	VERTICAL FIRE SPREAD	7
5.4	BOILER ROOM	7
6	SCOPE OF WORKS	7
6.1	FIRE ALARM WORKS	7
6.2	PASSIVE FIRE PROTECTION WORKS	7
6.3	MISCELLANEOUS REQUIREMENTS	8

WELLINGTON CITY COUNCIL
SERVICE REQUEST No.

77915

APPROVED BUILDING
CONSENT DOCUMENTS



1 PURPOSE

The purpose of this report is to determine the minimum fire safety precautions that must be installed within the Rosemere Backpackers building to demonstrate compliance with section 38 of the New Zealand Building Act 1991 with respect to the fire regulations.

This is a legal requirement whereby it must be shown that after the completion of works, the life safety objectives of clause C/AS1 (Fire Safety) of the New Zealand Building Code Approved Documents in regard to the means of escape from fire are satisfied. The following analysis addresses the development with regard to compliance with the above document.

2 GENERALLY

The proposed works are an upgrade of the existing toilet and shower areas on levels 2 and 3 of the building. The wall between the ground floor kitchen and social room is to be opened such that these rooms are open to each other. The building is also to have some re-piling of the foundations.

The present works are the initial stage of an extensive upgrade planned for the building. The building is of timber framed construction and has an internal stair with two external fire escapes.

3 DESIGN PHILOSOPHY

This report has been prepared based on the requirements of the Approved Documents. The first step has been to audit the building with regard to the requirements of C/AS1 (Fire Safety) and the Annex to the Fire Safety Documents. This methodology is prescribed.

Once the audit on the building is completed, areas of deficiencies within the building are focused on and methods of solution are adopted by considering the environment. Specific scenarios are considered to determine aspects of work required to meet the requirements of the means of escape from the building. At this point it should be noted that the requirements of the Acceptable Solutions address both evacuation of occupants and safety to fire fighters in gaining access into the building.

Due to the minor nature of the works, the assessment of the building has been limited to the means of escape from each level as nearly as is reasonably practicable, to no lesser an extent than before the alterations. The construction between bedrooms is currently not in accordance with the New Zealand Building Code, however this is to be addressed in the future as the bedrooms are altered.

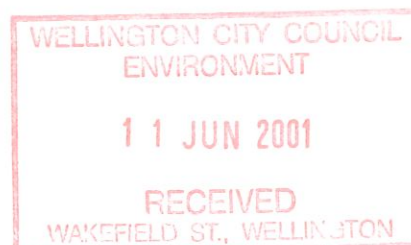
4 MEANS OF ESCAPE

4.1 Occupancy Classification And Density

The following table is a summary of the design occupancies and purpose group classification within the building.

WELLINGTON CITY COUNCIL
SERVICE REQUEST No.
No 77915

APPROVED BUILDING
CONSENT DOCUMENTS



Level	Description	Purpose Group	Area (m ²)	Occ Dens.	Occ. Load
1	Sleeping rooms	SA	N/A	N/A	20
2	Sleeping rooms	SA	N/A	N/A	20
3	Sleeping rooms	SA	N/A	N/A	20
	Total				60

Table 1: Summary of purpose groups and ground floor occupant loads within the building.

4.2 Fire Safety Precautions Required

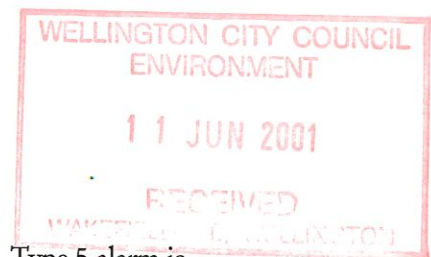
The building has 3 levels therefore the fire safety precautions for the building are summarised below. The primary purpose group of the building is SA, therefore from Table 4.1/5 from C/AS1, the minimum fire safety requirements in this space are:

F30 4e, 14, 16a, 18c

WELLINGTON CITY COUNCIL
SERVICE REQUEST No.

№ 77915

APPROVED BUILDING
CONSENT DOCUMENTS



Where

F30 30 minute rating

- 4e an automatic fire alarm system with smoke detectors and manual call points. Type 5 alarm is permitted within firecells containing sleeping accommodation.
- 14 fire hose reels
- 16 emergency lighting required throughout the exitways.
- 18c a fire hydrant system is required where Fire Service hose run distance from the Fire Service vehicular access to any point on any floor is greater than 75 m.

Notwithstanding the above, a hardwired smoke detection system is existing within this building. This system was installed recently. Due to the minor nature of the works, we believe that it is reasonably practicable for this system to remain without further upgrading.

We understand the fire hose reels, manual call points, emergency lighting and signage have recently been checked and upgraded for compliance with the relevant standards. There are also several portable fire extinguishers located throughout the building.

As there is a fire hydrant within 75 m of all spaces within the building, a new fire hydrant system is not required.

4.3 Escape Route Widths

The maximum occupant load of each level is within 50, therefore the required exit width is 700 mm and 850 mm for horizontal and vertical egress respectively. By inspection this is achieved.

As there are two available fire escapes from each level, in addition to the internal stairs, there are adequate escape routes from the building.

4.4 Travel Distances

The primary purpose group of the building is SA, therefore the maximum permitted travel distances within this building are 18 m and 45 m for the dead end open path and total open path lengths respectively.

The actual travel distances from this building are 6 m and 14 m for the dead end open path and total open path lengths respectively.

The above shows that the travel distances within this building are in accordance with the requirements of the Acceptable Solutions.

4.5 Generally

All locking devices on escape routes are required to be clearly visible, located where such a device would normally be expected, designed to be easily operated without a key or other implement and allow the door to open from the inside in a normal manner.

No storage is permitted on any escape route. This is the responsibility of the management.

Signage is to be upgraded to suit any change in floor layout as necessary after the works.

5 FIRE RATING REQUIRED

5.1 Fire Ratings to Stairway

The F rating of the building is 30 minutes. This requires all construction to the stair to achieve this rating. Currently there are georgian wired smoke stop doors between the stair and the bedrooms, with 2 bedrooms located within the stair firecell on the two upper levels.

The existing smoke stop door will inherently achieve a fire rating, however there are large gaps between the door and door frame. The doors have self closers installed, however are to be upgraded with intumescent brush type smoke seals of sufficient size to fill the gap.

The bedrooms that are bound to the stair firecell currently have hollow core doors. These are to be upgraded with solid core doors of no less than 40 mm thick with intumescent brush type smoke seals installed on the vertical and top edges. These will provide a fire resistance sufficient to meet the life safety objectives of the New Zealand Building Code.

5.2 Escape Routes

The ground floor of the building is required to have a safe path to the final exit. There are two exits from the ground floor, however these are not separated by fire rated construction, as shown on the attached plan. The smoke stop door indicated is to be installed, and is to have intumescent brush type smoke seals and self closer installed.

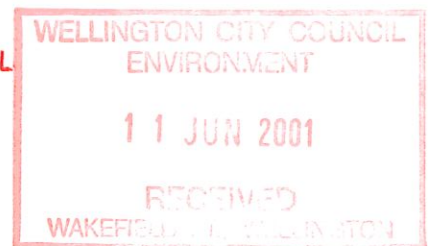
Other areas which bound the internal stairway is are bedrooms and the kitchen and dining room on the ground floor. The bedroom doors are required to be solid core doors of no less than 40 mm width with intumescent brush type smoke seals and self closers. The kitchen/dining room currently has a solid core door with georgian wired glass panels. This is required to be upgraded with intumescent brush type smoke seals and a self closer.

There are two external fire escapes available from both upper levels. Although these do not strictly comply with the requirements of the Acceptable Solutions for escape width, they will serve the purpose of assisting in the evacuation of the building. Egress is also available through windows of the upper level, which exits directly onto the fire escape. This has been approved by the Fire Service for the purposes of an evacuation scheme.

WELLINGTON CITY COUNCIL
SERVICE REQUEST No.

No 77915

APPROVED BUILDING
CONSENT DOCUMENTS



The external fire escapes are to be repaired and upgraded where any major openings occur in the decking, and the handrails are to be upgraded in accordance with D1/AS1.

5.3 Vertical Fire Spread

As the building has external ledges on the upper levels, that extend further than 300mm, the requirements for vertical fire spread are therefore satisfied.

5.4 Boiler Room

It is proposed to modify the existing boiler room. This is required to be a separate firecell achieving a FRR of no less than 60/60/60. This may be achieved with a GBTL 60 system or similar.

6 SCOPE OF WORKS

We believe that the Rosemere Backpackers building will be in compliance with the objectives of the New Zealand Building Code Approved Documents clauses C/AS1 and the Annex to the Fire Safety Documents based on implementation of the following Scope of Works as nearly as is reasonably practicable. This should be read in conjunction with the attached Fire Safety Plan.

6.1 Fire Alarm Works

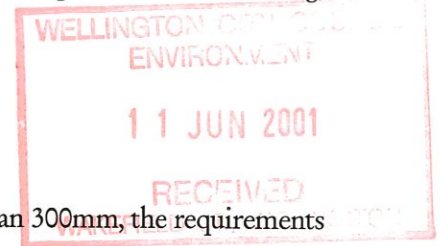
- 5.1.1 The coverage of the existing smoke alarm system is to be checked and modified if necessary such that activation of any smoke alarm is to operate sounders in all areas of the building.
- 5.1.2 The hardwired smoke alarms in the stairway are to be replaced with supplementary smoke detectors that are connected the fire alarm panel. Activation of a smoke detector is to alert all occupants in the building. the installation is to be in accordance with NZS 4512:1997.

6.2 Passive Fire Protection Works

- 5.2.1 The construction between the floors is to achieve a FRR of no less than 30/30/30. The existing construction should inherently achieve this rating however any penetrations through fire rated ceilings and floors are required to be sealed with approved fire resistant materials tested in accordance with AS1530 part 4.
- 5.2.2 All smoke stop doors as indicated on the attached plans are required to be effective smoke doors upgraded with intumescent brush type smoke seals and self closers where required.

6.3 Miscellaneous Requirements

- 5.3.1 All locking devices on escape routes are required to be clearly visible, located where such a device would normally be expected, designed to be easily operated without a key or other implement and allow the door to open from the inside in a normal manner.

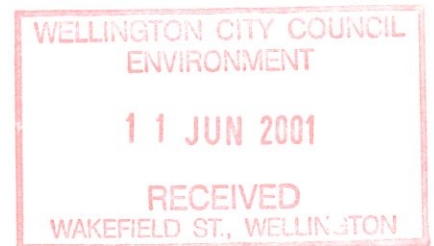


WELLINGTON CITY COUNCIL
SERVICE REQUEST No.

No 77915

APPROVED BUILDING
CONSENT DOCUMENTS

- 5.3.2 No storage is permitted within escape routes of the building. This is the responsibility of the management.
- 5.3.3 Illuminated emergency exit signage is to be installed throughout the building in accordance with F8/AS1.

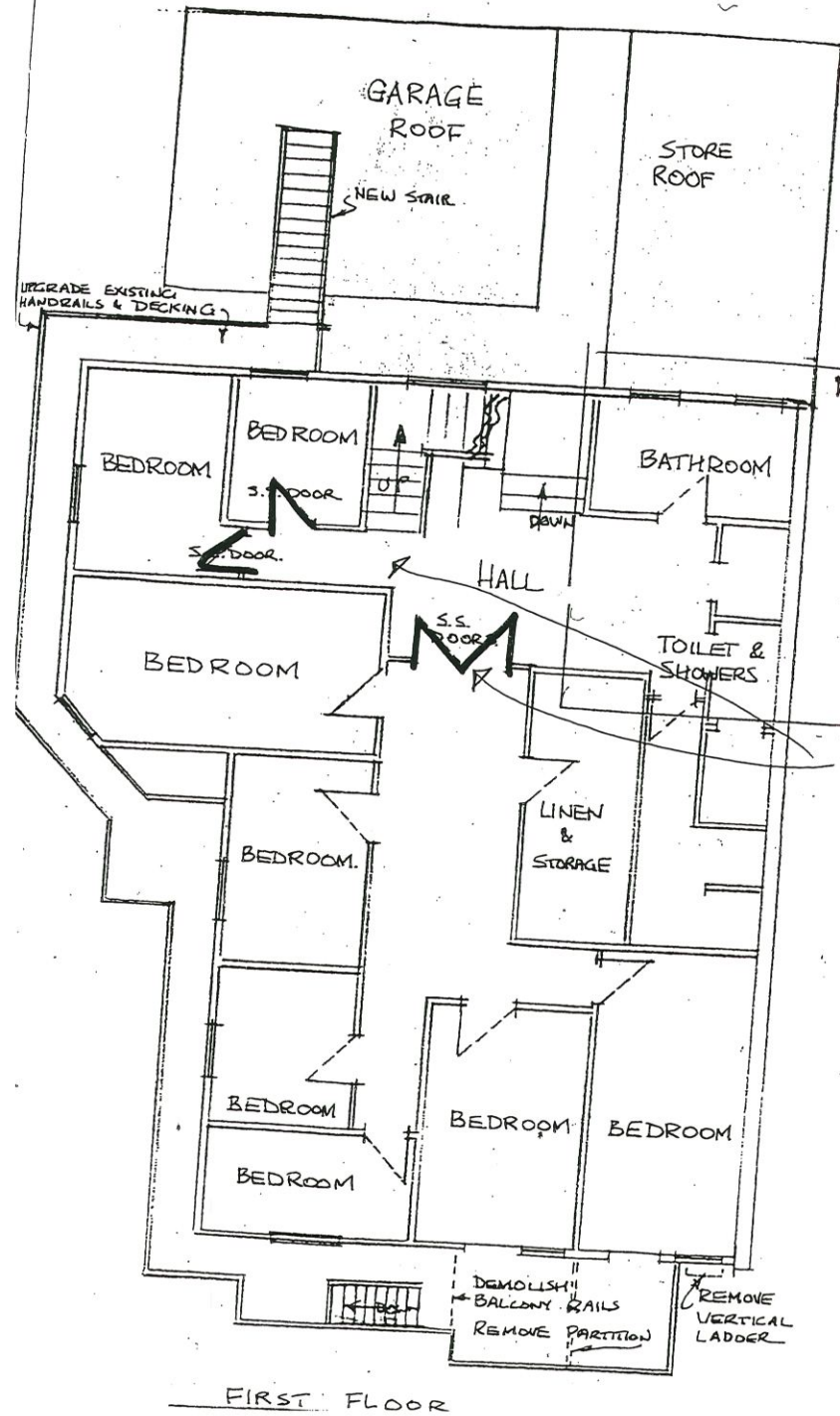


WELLINGTON CITY COUNCIL
SERVICE REQUEST NO.

77915

APPROVED BUILDING
CONSENT DOCUMENTS

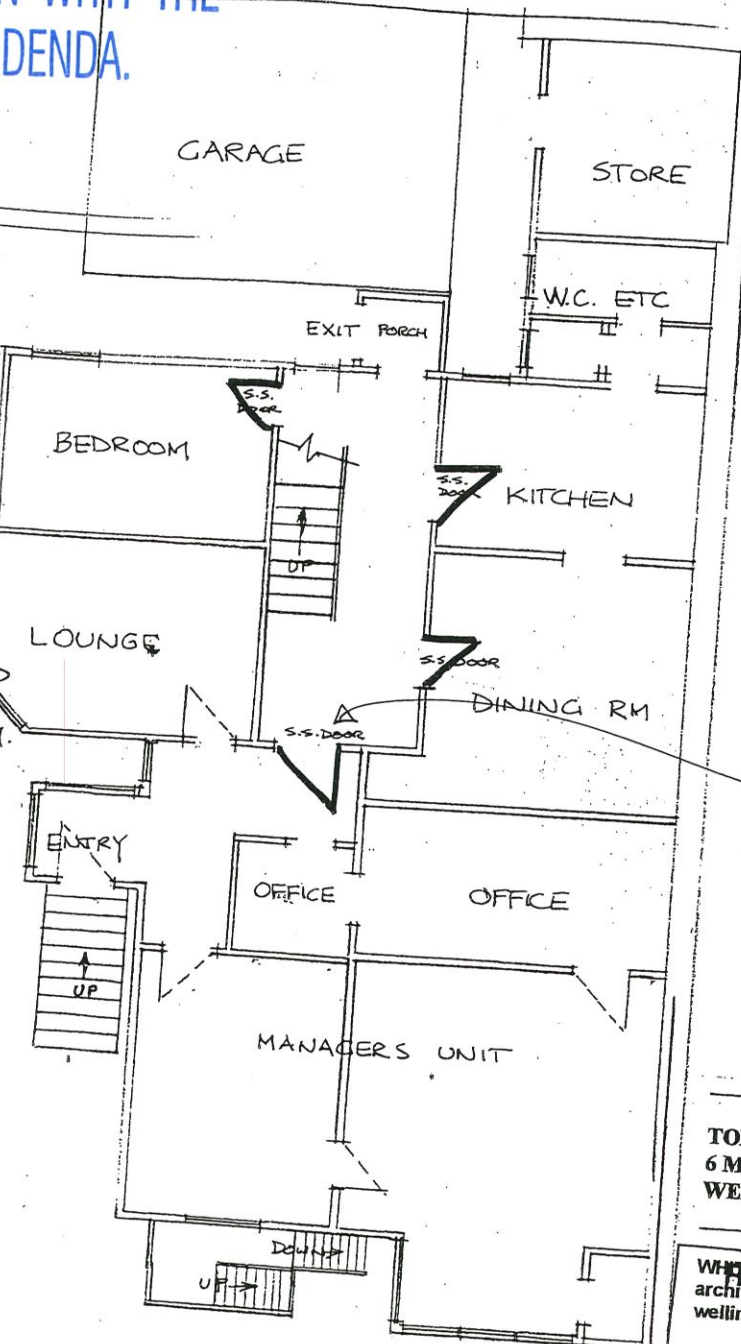
THESE DOCUMENTS MUST BE
KEPT ON SITE AND READ IN
CONJUNCTION WITH THE
CONSENT ADDENDA.



ALTERATIONS

ALL SMOKE STOP DOORS
ARE TO BE UPGRADED
AS DETAILED IN THE
ATTACHED FIRE REPORT.

APPROVED BUILDING
CONSENT DOCUMENTS
WELLINGTON CITY COUNCIL
SERVICE REQUEST NO.
77915



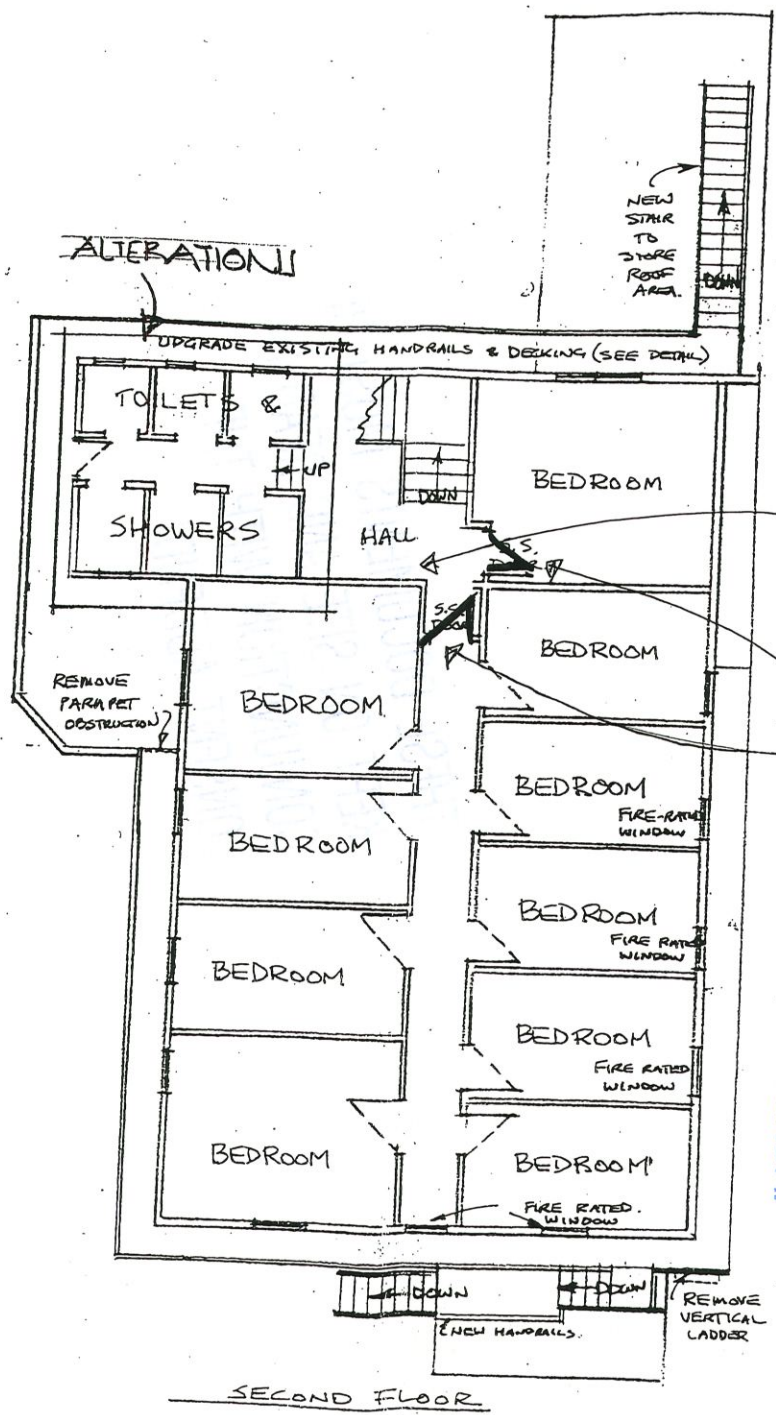
WELLINGTON CITY COUNCIL
ENVIRONMENT
RECEIVED
11 JUN 2001
WAKEFIELD ST. WELLINGTON

THIS DOOR IS CURRENTLY
NOT EXISTING, THIS TO
BE REINSTATED AS
INDICATED IN THE
ATTACHED FIRE REPORT.

TOILET ALTERATIONS
6 McDONALD CRESCENT
WELLINGTON

WHITWELL CONSULTANTS
architects & property evaluation
wellington & eastbourne
5 MAY 2001

WELLINGTON CITY COUNCIL
 SERVICE REQUEST NO.
77915
 APPROVED BUILDING
 CONSENT DOCUMENTS



SMOKE DETECTORS ARE TO BE
 INSTALLED THROUGHOUT THE
 STAIRWAY. THESE ARE BE
 CONNECTED TO THE FIRE ALARM
 PANEL

SMOKE STOP DOORS ARE TO BE
 UPGRADED AS DETAILED IN
 THE ATTACHED FIRE REPORT

THESE DOCUMENTS MUST BE
 KEPT ON SITE AND READ IN
 CONJUNCTION WITH THE
 CONSENT ADDENDA.

WELLINGTON CITY COUNCIL
 ENVIRONMENT
 11 JUN 2001
 RECEIVED
 MARKED AT WELLINGTON

TOILET ALTERATIONS
 6 McDONALD CRESCENT
 WELLINGTON

WHITWELL CONSULTANTS
 100/101 Property Evaluation
 Wellington & Eastbourne
 WTG

K.B.W. MAY 2001 JRM
 DWG. No.

HOLMES CONSULTING
 GROUP

FILE

Notice to Rectify Building Work No 1

Section 42, Building Act, 1991

Issued by **Wellington City Council**

To

MARK BRAND WOOD

Service Request No.

110783

Project	CAR PORT
☒ New or relocated building	☒
☐ Alteration	☐
☐ Intended use(s) (in detail)	☐
☐ Intended life:	
☐ Indefinite but not less than 50 years	☐
☐ Specified asyears	
☐ Demolition	☐
☐ Being stage of and intended stage(s)	

Project Location	6 MACDONALD CRES.
Street Address:	6 MACDONALD CRES.
Property Number:	0600 381 400
Valuation Roll Number:	
Legal Description:	Pt Lot 18 DP 150

You are hereby notified to rectify building work on the project that was not done in accordance with the Building Act 1991 or the Building Code, as detailed in the **Particulars of Contravention**.

Particulars of Contravention: On Tuesday 6-1-04 at 12:00 noon the ABOVE property was inspected by a Council officer. Building Work namely construction of a car port has been done without a Building Consent. Section 32 of the Building Act 1991 requires that a Building Consent must be obtained prior to undertaking any Building work.

- ☒ You are also notified that building work, except for work necessary to properly secure and protect the building and to keep the site in a safe condition, is to cease forthwith on:
- ☒ The entire project.
 - ☐ That part of the project specified in the particulars of contravention.

and is not to be resumed without written approval of the Council

Take Note: that under s.80 (1) (c) of the Building Act 1991 it is an offence to fail to comply with a Notice to Rectify, which pursuant to s.80 (2) (b) of the Building Act 1991 is punishable on summary conviction by a fine not exceeding **\$200,000**, and if the offence is a continuing offence, to a further fine not exceeding **\$20,000**, for every day or part day during which the offence has continued.

Signed for and on behalf of the Council:



Name

Quentin Murray

Position

Compliance officer

Date:

6-1-04

WELLINGTON CITY COUNCIL CHECKLIST.

(Please keep copy on site)

SITE ADDRESS *6 McRobert*

SR No

DESCRIPTION *At 6 bathrooms*

PC Docs No

UNIT No *Level 1 only*

FIRST INSPECTION? YES / NO

DATE *24 July 2001*

TIME ARRIVED *9.30*

NAME *S. Bore*

TIME SPENT *30*

Conforms with approved drawings

YES / NO

Site Note number.....

Sighted previous inspection notes

YES / NO

Producer statement required YES / NO

Engineer supervision required

YES / NO

Name of Engineer.....

POSTCLAD

Half height brick

☐

Solid Plaster

☐

Proprietary Plaster system:

Type.....

Applicator

Cladding substrate to manufacturers specification:

Fixing

☐

Sheet layout

☐

Flashing

☐

Cladding ground clearance

☐

PRELINE INSPECTION

Exterior cladding

☐

Building closed in

☐

Glazing – human impact

☐

Moisture Content

☐

Insulation

☐

Bracing connections

☐

Ventilation to rooms is provided

☐

Wet area substrate system

☐

TPR line

☐

Pressure test

☒

Waste pipe size & test

☐

Soil stack

☐

Soil pipe size and test

☐

Inbuilt S/W pipes tested

☐

Pipes fixed/supported

☐

Penetrations sleeved

☐

Vents correctly terminated

☐

System: AS3500, G13, other.....

Multi Unit Consent.

Complies with fire report?

YES / NO / NA

Date of fire report

Unit numbers inspected.....

Intertenancy walls FRR

☐

Service shafts/common areas are fire rated

☐

Intertenancy STC

☐

Natural light

☐

Ventilation of rooms

☐

Floor wastes as required

☐

Shut off valves

☐

Things to discuss: Fire safety systems, Certification of systems, Compliance Schedules

COMMENTS

1600 kpa Rhythm approval.

Variation to and renewal of deed of Lease of building and car parks
5 Lyttelton Avenue Porirua

The current lease (Dated 16/05/2011 incorporating a variation and renewal dated 16/05/2014) shall continue on the following terms:

1. Term: 3years commencing 1 August 2017
2. Rights of renewal: The next renewal date will be 1 August 2020
3. The tenant will be Villa Realty Ltd or nominee
4. The tenant may sub-lease any part or parts of the premises during their tenancy
5. Rental review: 3 years at renewal date 1 August 2020
6. Rental: \$36,000 per annum plus GST payable monthly in advance
7. Rates: Payable by Villa Realty Ltd
8. Outgoings: All outgoings, other than rates (including insurance and exterior maintenance) are the responsibility of the Landlord
9. Improvements: The Landlord undertakes to refurbish both bathrooms
10. Formal lease: All other terms and conditions of the current lease agreement remain the same (including deeds of assignment and variations).

Landlord: Karl Zuba: Mar Zuba

Signed Date: 22.10.19

Landlord: Gottfried Possegger: G. Possegger - Mar Zuba

Signed Date: 22/10/19

Tenant: Villa Realty Ltd
Graham Barr: G Barr

Signed Date: 22/10/19

DEED OF LEASE

FIFTH EDITION 2008

DEED made the day of

LANDLORD Gottfried POSSEGGER and Karl Leopold ZUBA

TENANT VILLA REAL ESTATE LIMITED (Company No. 31725)

GUARANTOR N/A

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:

- a) The Landlord's fixtures and fittings contained in the premises.
- b) 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 THE TENANT covenant as set out in the Second Schedule.

~~**THE GUARANTOR** covenants with the Landlord as set out in the Third Schedule.~~

SIGNED by the Landlord *

in the presence of:

E.V. Adams
Witness Signature

E.V. ADAMS
Witness Name

Accounts Clerk
Witness Occupation

39 Tweed Road
Witness Address
Papakowhai



Signature of Landlord
Gottfried Possegger
GOTTFRIED POSSEGGER
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

Karl Zuba
Signature of Landlord

KARL LEOPOLD ZUBA
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company - please refer to the note on page 2

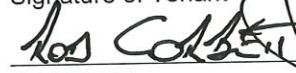
le ac

SIGNED by the Tenant *

in the presence of:

Witness Signature_____
Witness Name_____
Witness Occupation_____
Witness Address

Signature of Tenant



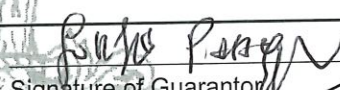
Print Full Name
(for a company specify position: **VILLA REAL ESTATE LTD.**
Director/Attorney/Authorised Signatory)

Signature of Tenant



Print Full Name
(for a company specify position: **Villa Real Estate Ltd**
Director/Attorney/Authorised Signatory)~~**SIGNED** by the Guarantor *~~

in the presence of:

Witness Signature_____
Witness Name_____
Witness Occupation_____
Witness Address

Signature of Guarantor_____
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)_____
Signature of Guarantor_____
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.
If two directors sign, no witnessing is necessary.
If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.

FIRST SCHEDULE

PREMISES: The Landlord's property at 5 Lyttelton Avenue, Porirua contained in Certificate of Title WN26B/807 (Wellington Registry)

CAR PARKS: Inclusive of premises

TERM: 3 years

COMMENCEMENT DATE: 1 August 2011

RIGHTS OF RENEWAL: 2 of 3 years each

RENEWAL DATES: 1 August 2014 and 1 August 2017

FINAL EXPIRY DATE: 31 July 2020

ANNUAL RENT:	Premises	\$ 58,300.00	plus GST
(Subject to review if applicable)	Car Parks	\$ -	plus GST
	TOTAL	\$ 58,300.00	plus GST

MONTHLY RENT: \$ 4,858.33 plus GST

RENT PAYMENT DATES: The 1st day of each month commencing on the 1st day of August 2011

RENT REVIEW DATES: (a) Each renewal date;
(Delete where appropriate: if neither option is deleted, then option (a) applies)

OR

~~(b) (Insert dates)~~

PROPORTION OF OUTGOINGS: (clause 3.1) 100 %

DEFAULT INTEREST RATE: (clause 5.1) 12 % per annum

IMPROVEMENTS RENT PERCENTAGE: (clause 21.2) Nil %

BUSINESS USE: (clause 16.1) Commercial Offices

LANDLORD'S INSURANCE: (clause 23.1)
(Delete or amend extent of cover as appropriate)

(1) Cover for fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; and

~~(2) Cover for the following additional risks:-~~

on the following basis:

(a) Full replacement and reinstatement (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)

J. P.

OUTGOINGS

(clause 3)

1. Rates or levies payable to any local or territorial authority.
2. Charges for water gas electricity telephones and other utilities or services, including line charges.
3. Rubbish collection 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 \$500) in respect of a claim and insurance premiums and related valuation fees (clause 23).~~
6. ~~Service contract charges for air conditioning, lifts, 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).~~
8. ~~The provisioning of toilets and other shared facilities.~~
9. ~~The cost of ground maintenance i.e. 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 structural repairs to any car parking area of the building.~~
11. ~~Body Corporate charges for insurance premiums and related valuation fees and management administration expenses.~~
12. ~~Management expenses.~~
13. ~~The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004.~~



P. P.

Villa-Possegger

K. Z. Le ac

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 1.1 THE Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

Rent Review

- 2.1 THE annual rent payable as from each rent review date shall be determined as follows:
- (a) Either party may not earlier than 3 months prior to a rent review date and not later than the next rent review date give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant rent review date.
 - (b) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 20 working days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with clause 2.2.
 - (c) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
 - ~~(d) Notwithstanding any other provision of this clause, the annual rent payable as from the relevant rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term.~~
 - (e) The annual rent agreed, determined or imposed pursuant to this clause shall be the annual rent payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date but subject to clause 2.3 and 2.4.
 - (f) The rent review at the option of either party may be recorded in a Deed.

Rent Determinations

- 2.2 IMMEDIATELY following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:
- (a) By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - (b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (1) Each party shall appoint a valuer and give written notice of the appointment to the other party within 10 working days of the parties agreeing to so determine the new rent;
 - (2) If the party receiving a notice fails to appoint a valuer within the 10 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
 - (3) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;
 - (4) The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert;
 - (5) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

When the new rent has been determined the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties.

Interim Rent

- 2.3 PENDING determination of the new rent, the Tenant shall from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date, until the determination of the new rent pay an interim rent as follows:
- (a) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
 - (b) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - (c) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant rent review date;
- but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.
- The interim rent payable shall be determined as at the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date and, subject to clause 2.4, shall not be subject to adjustment.
- 2.4 UPON determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

P. R.

K. Z. de an

Outgoings

- 3.1 **THE** Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion thereof as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 **THE** Landlord may vary the proportion of any outgoing payable to ensure that the tenant pays a fair proportion of the outgoing.
- 3.3 **IF** any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then such outgoing shall not be payable by the Tenant.
- 3.4 **THE** outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 **THE** outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of such reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 **AFTER** the 31st March in each year of the term or such other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7 **THE** Tenant's liability to pay outgoings during the term shall subsist notwithstanding the end or earlier termination of the term.
- 3.8 **SUBJECT** to clauses 8.1, 16.2 and 21.1 the Tenant shall be liable to pay only those outgoings specified in the First Schedule.
- 3.9 **ANY** profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.

Goods and Services Tax

- 4.1 **THE** Tenant shall pay to the Landlord or as the Landlord shall direct the Goods and Services Tax payable by the Landlord in respect of the rental and other payments payable by the Tenant hereunder. The tax in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2 **IF** the Tenant shall make default in payment of the rental or other moneys payable hereunder and the Landlord becomes liable to pay additional Goods and Services Tax then the Tenant shall on demand pay to the Landlord the additional tax.

Interest on Unpaid Money

- 5.1 **IF** the Tenant defaults in payment of the rent or other moneys payable hereunder for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.

Costs

- 6.1 **THE** Tenant shall pay the Landlord's solicitors reasonable costs of and incidental to the preparation of this lease and any variation or renewal or any Deed recording a rent review, the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Landlord's rights remedies and powers under this lease.

LANDLORD'S PAYMENTS**Outgoings**

- 7.1 **SUBJECT** to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

MAINTENANCE AND CARE OF PREMISES**Tenant's Obligations**

- 8.1 **THE** Tenant shall (subject to any maintenance covenant by the Landlord) be responsible to:
- (a) **Maintain the premises**
- In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises including the Landlord's fixtures and fittings in the same clean order repair and condition as they were in at the commencement of this lease and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use. Where the premises are damaged by fire flood explosion lightning storm earthquake volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured, then the Tenant is liable for the cost of making good that damage to the extent that:
- (1) the damage was intentionally caused by the Tenant or those for whom the Tenant is responsible;
 - (2) the damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (i) occurred on or about the property; and
 - (ii) constitutes an indictable offence within the meaning of the Summary Proceedings Act 1957; or
 - (3) any insurance moneys otherwise payable are rendered irrecoverable because of an act or omission of the Tenant or those for whom the Tenant is responsible.

S. P.

K. Z. de ac

(b) **Breakages and Damage**

Pay for the repair of all glass breakages and breakage or damage to all doors windows light fittings and power points of the premises and shall keep that portion of the electrical system of the premises from the switchboard to all power outlets in good operating condition;

(c) **Painting**

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated when the same reasonably require repainting and redecoration to a specification as approved by the Landlord;

(d) **Floor coverings**

Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of a similar quality when reasonably required by the Landlord; and

(e) **Damage or Loss**

Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.

8.2 WHERE the Tenant is leasing all of the property, the Tenant shall:(a) **Maintain yards and fences**

Keep and maintain any surfaced areas and all fences in good order and repair;

(b) **Care of grounds**

Keep any grounds yards and surfaced areas in a tidy condition and maintain any garden or lawn areas in a tidy and cared for condition;

(c) **Water and drainage**

Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed; and

(d) **Other works**

Carry out such works to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.

8.3 THE Tenant shall not be liable for the maintenance or repair of any building service the subject of a service maintenance contract but this clause shall not release the Tenant from any obligation to pay for the cost of any such contract or charges in respect of any such maintenance or repair.**8.4 NOTWITHSTANDING any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises or the Landlord's fixtures and fittings nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.****8.5 IF the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of clause 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.****Toilets****9.1 THE toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.****Rubbish Removal****10.1 THE Tenant shall regularly cause all of the Tenant's rubbish and garbage to be removed from the premises and will keep the Tenant's rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.****Landlord's Maintenance****11.1 THE Landlord shall keep and maintain the building, all building services, the Landlord's fixtures and fittings, and the car parks in good order and repair but the Landlord shall not be liable for any:**

- (a) Repair or maintenance which the Tenant is responsible to undertake; or
- (b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord; or
- (c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks; or
- (d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing thereof from the Tenant and shall not within a reasonable time thereafter have taken appropriate steps to remedy the same.

11.2 THE Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord unless it is the obligation of the Tenant to maintain such contracts.**11.3 THE Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract if it is an outgoing specified in the First Schedule.****Notification of Defects****12.1 THE Tenant shall give to the Landlord prompt notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.****Landlord's Right of Inspection****13.1 THE Landlord and the Landlord's employees contractors and invitees may at all reasonable times enter upon the premises to view their condition.**

Landlord may Repair

- 14.1 IF default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times enter upon the premises to execute such works. Any moneys expended by the Landlord in executing such works shall be payable by the Tenant to the Landlord upon demand together with interest thereon at the default interest rate from the date of expenditure to the date of payment.

Access for Repairs

- 15.1 THE Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times to enter the premises to carry out repairs to the premises or adjacent premises and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs inspections and work to be carried out with the least possible inconvenience to the Tenant.

USE OF PREMISES**Business Use**

- 16.1 THE Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use:
- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use;
 - (b) reasonably suitable for the premises; and
 - (c) complying with the requirements of the Resource Management Act 1991, or any other statutory provisions relating to resource management.
- If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.
- 16.2 IF any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- 16.3 IF the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

Lease of Premises and Car Parks Only

- 17.1 THE tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation thereto other than the rights of use herein provided.

Neglect of Other Tenant

- 18.1 THE Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

Signage

- 19.1 THE Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building or the appurtenances thereof without the prior approval in writing of the Landlord but such approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned thereby.

Additions and Alterations

- 20.1 THE Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord shall authorise any alterations or additions the Tenant will at the Tenant's own expense if required by the Landlord at the end or earlier termination of the term reinstate the premises. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2 THE Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act.

Compliance with Statutes and Regulations

- 21.1 THE Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant **PROVIDED THAT:**
- (a) The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises; and
 - (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.

- 21.2** If the Landlord is obliged by any such legislation or requirement to expend moneys on any improvement addition or alteration to the property then the Landlord shall be entitled to charge up to the next rent review date in addition to the rent an annual sum equal to the Improvements Rent Percentage of the amount so expended by the Landlord and the monthly payments of rent shall increase accordingly from the first day of the month in which such improvement addition or alteration is completed. If the Landlord would be obliged to expend an unreasonable amount then the Landlord may determine this lease and any dispute as to whether or not the amount is unreasonable shall be determined by arbitration. In the case of a multi tenancy building, the annual sum payable shall be assessed in respect of a fair proportion of the amount so expended.
- 21.3** The Landlord warrants that allowing the Premises to be open to members of the public and allowing the use of the Premises by members of the public at the Commencement Date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the Premises by the Tenant.
- 21.4** The Tenant, when undertaking any building work to the Premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the Premises to be open to members of the public or allow use of the Premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5** During the Term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the Premises to be open to members of the public and allowing the use of the Premises by members of the public.

No Noxious Use

22.1 **THE** Tenant shall not:

- (a) bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of such weight size or shape as is likely to cause damage to the building or any surfaced area;
- (b) contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991;
- (c) use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business; or
- (d) allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

INSURANCE

Landlord shall insure

- 23.1** **THE** Landlord shall at all times during the term keep and maintain any buildings on the property insured under a policy of the type shown in the First Schedule and such cover may extend to:
- (a) a 12 month 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; or
 - (c) public liability.

Tenant not to Void Insurances

- 24.1** **THE** Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- (a) shall make void or voidable any policy of insurance on the property; or
 - (b) may render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause:

In any case where in breach of this clause the Tenant has rendered any insurance less effective or void and the Landlord has suffered loss or damage thereby the Tenant shall forthwith compensate the Landlord in full for such loss or damage.

When Tenant to have benefit of Landlord's insurance

- 25.1** The Landlord will indemnify the Tenant for the cost of making good damage to the property or loss to the Landlord where the Tenant is obligated to pay for making good such damage or loss, to the extent that:
- (a) the damage was not intentionally caused by the Tenant or those for whom the Tenant is responsible;
 - (b) the damage was not the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (1) occurred on or about the property; and
 - (2) constitutes an indictable offence within the meaning of the Summary Proceedings Act 1957; or
 - (c) the Landlord is (or covenanted with the Tenant to be) insured and the insurance moneys are not rendered irrecoverable in consequence of any act or default of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES**Total Destruction**

- 26.1 IF the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged
- (a) as to render the premises untenable then the term shall at once terminate; or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- Any termination pursuant to this clause shall be without prejudice to the rights of either party against the other.

Partial Destruction

- 27.1 IF the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - (b) all the necessary permits and consents shall be obtainable:
- THEN the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises and/or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

DEFAULT**Cancellation**

- 28.1 THE Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) cancel this lease by re-entering the premises at the time or at any time thereafter:
- (a) if the rent shall be in arrear 10 working days after any of the rent payment dates and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007;
 - (b) in case of breach by the Tenant of any covenant or agreement on the Tenant's part herein expressed or implied (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007;
 - (c) if the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors;
 - (d) in the event of the insolvency bankruptcy or liquidation of the Tenant; or
 - (e) if the Tenant shall suffer distress or execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000):
- and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

Essentiality of Payments

- 29.1 FAILURE to pay rent or other moneys payable hereunder on the due date shall be a breach going to the essence of the Tenant's obligations under the Lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 THE acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

- 30.1 THE Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

REMOVAL OF TENANT'S FIXTURES, FITTINGS AND CHATTELS

- 31.1 THE Tenant may at any time before and will if required by the Landlord at the end or earlier termination of the term remove all the Tenant's fixtures fittings and chattels and make good at the Tenant's own expense all resulting damage and if not removed within 5 working days after the date of termination ownership of the fixtures fittings and chattels may at the Landlord's election pass to the Landlord or the Landlord may in a proper and workmanlike manner remove the same from the premises and forward them to a refuse collection centre.
- 31.2 The cost of making good resulting damage and the cost of removal shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

J. P.
Z. Z. *hac*

QUIET ENJOYMENT

- 32.1** THE Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and implied shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

RENEWAL OF LEASE

- 33.1** IF the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of such notice in breach of this lease (including any maintenance obligations) then the Landlord will grant a new lease for a further term from the renewal date as follows:
- (a) If the renewal date is a rent review date the annual rent shall be agreed upon or failing agreement shall be determined in accordance with clauses 2.1 and 2.2 ~~but such annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term;~~
 - (b) Subject to the provisions of paragraph (a) the new lease shall be upon and subject to the covenants and agreements herein expressed and implied except that the term of this lease plus all further terms shall expire on or before the final expiry date;
 - (c) The annual rent shall be subject to review during the term of the new lease on the rent review dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews;
 - (d) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice;
 - (e) Pending the determination of the rent, the Tenant shall pay an interim rent in accordance with clauses 2.3 and 2.4; and
 - (f) Notwithstanding anything contained in clause 33.1(e) the interim rent referred to in that clause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.

ASSIGNMENT OR SUBLETTING

- 34.1** THE Tenant shall not assign sublet or otherwise part with the possession of the premises or any part thereof without first obtaining the written consent of the Landlord which the Landlord shall give if the following conditions are fulfilled:
- (a) The Tenant proves to the satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease;
 - (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants;
 - (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord;
 - (d) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange) a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord; and
 - (e) The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.
- 34.2** WHERE the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 34.3** WHERE any Tenant is a company which is not listed on the main board of a public stock exchange then any change in the legal or beneficial ownership of its shares or issue of new capital whereby in either case there is a change in the effective management or control of the company is deemed to be an assignment of this lease.

UNIT TITLE COVENANTS**Body Corporate**

- 35.1** THE expression "Body Corporate" means the Body Corporate incorporated under the Unit Titles Act 1972 ("the Act") in respect of the property.

Act and Rules Paramount

- 35.2** THIS lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

Insurance

- 35.3** THE Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance covers in accordance with the Act.

Indemnity

- 35.4** THE Tenant's obligation to indemnify the Landlord as herein expressed is extended to include the Body Corporate but only to the extent that the Body Corporate is not fully indemnified under any policy of insurance.

Landlord's Obligations

- 35.5** THE Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

Consents

- 35.6** WHERE in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to any such matter would be necessary under its rules or the Act.

f-p
Z. Z. K ac

Car Parks

- 36.1 **THE** Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.
- 36.2 **THE** Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to clauses 26.1 or 27.
- 36.3 **THE** Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access thereto and in particular shall only use the car parks for the parking of one car per parking space.
- 36.4 **THE** provisions of the Second Schedule shall apply to the car parks as appropriate.

GENERAL**Holding Over**

- 37.1 **IF** the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, such occupation shall be a periodic tenancy only terminable by 20 working days notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as herein expressed or implied.

Access for Re-Letting or Sale

- 38.1 **THE** Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:
- (a) any such inspection is at a time which is reasonably convenient to the Tenant;
 - (b) is conducted in a manner which does not cause disruption to the Tenant; and
 - (c) if the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

- 39.1 **NO** warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

Affirmation

- 40.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

Waiver

- 41.1 **NO** waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

- 42.1 **THE** Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest hereunder.

Notices

- 43.1 **ALL** notices must be in writing and must be served by one of the following means:
- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
 - (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.
- 43.2 **IN** respect of the means of service specified in clause 43.1(b)(ii), a notice is deemed to have been served:
- (a) in the case of personal delivery, when received by the addressee;
 - (b) in the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand;
 - (c) in the case of facsimile transmission, when sent to the addressee's facsimile number; or
 - (d) in the case of email, when acknowledged by the addressee by return email or otherwise in writing.
- 43.3 **IN** the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 43.4 A notice shall be valid if given by any director, general manager, solicitor or other authorised representative of the party giving the notice.

Arbitration

- 44.1 **UNLESS** any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- 44.2 **IF** the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the President or Vice President for the time being of the District Law Society of the district within which the premises are situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- 44.3 **THE** procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable hereunder which remain unpaid or from exercising the rights and remedies in the event of such default prescribed in clause 28.1 hereof.

P. S.
Z. Z. *hc ac*

Interpretation**45.1**

IN this lease:

- (a) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant;
- (b) "the property" and "the building" mean the land and building(s) of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development;
- (c) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers;
- (d) "GST" means the Goods and Services Tax;
- (e) "structural repair, alteration or addition" means a repair, alteration or addition to the structure or fabric of the building but excluding building services;
- (f) "renewal" means the granting of a new lease as provided for in clause 33.1;
- (g) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule;
- (h) Where the context requires or admits, words importing the singular shall import the plural and vice versa;
- (i) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees;
- (j) "working day" has the meaning given to it in the Property Law Act 2007. 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;
- (k) Where the Landlord's consent to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
 - (1) must not unreasonably withhold consent, and
 - (2) must, within a reasonable time of the Landlord's consent being requested:
 - (i) grant that consent; or
 - (ii) notify the Tenant in writing that the consent is withheld.



J. P.

K. E. de ac

THIRD SCHEDULE

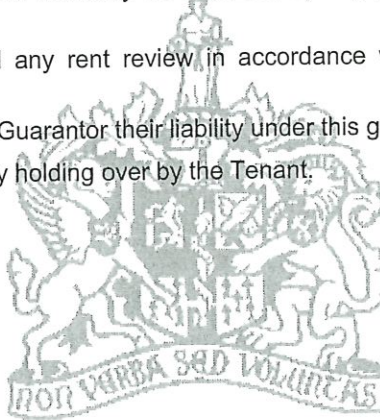
GUARANTEE

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, and
- (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 whereby 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 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 shall be joint and several.
6. **THE** Guarantee shall extend to any holding over by the Tenant.



Z. Z. J. P.

Dated 1 AUGUST 2014

Between
G POSSEGER and K L ZUBA

Landlord

and
VILLA REAL ESTATE LIMITED

Tenant



DEED OF LEASE



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.