

PREMISES CONDITION REPORT (SCHEDULE OF CONDITION)

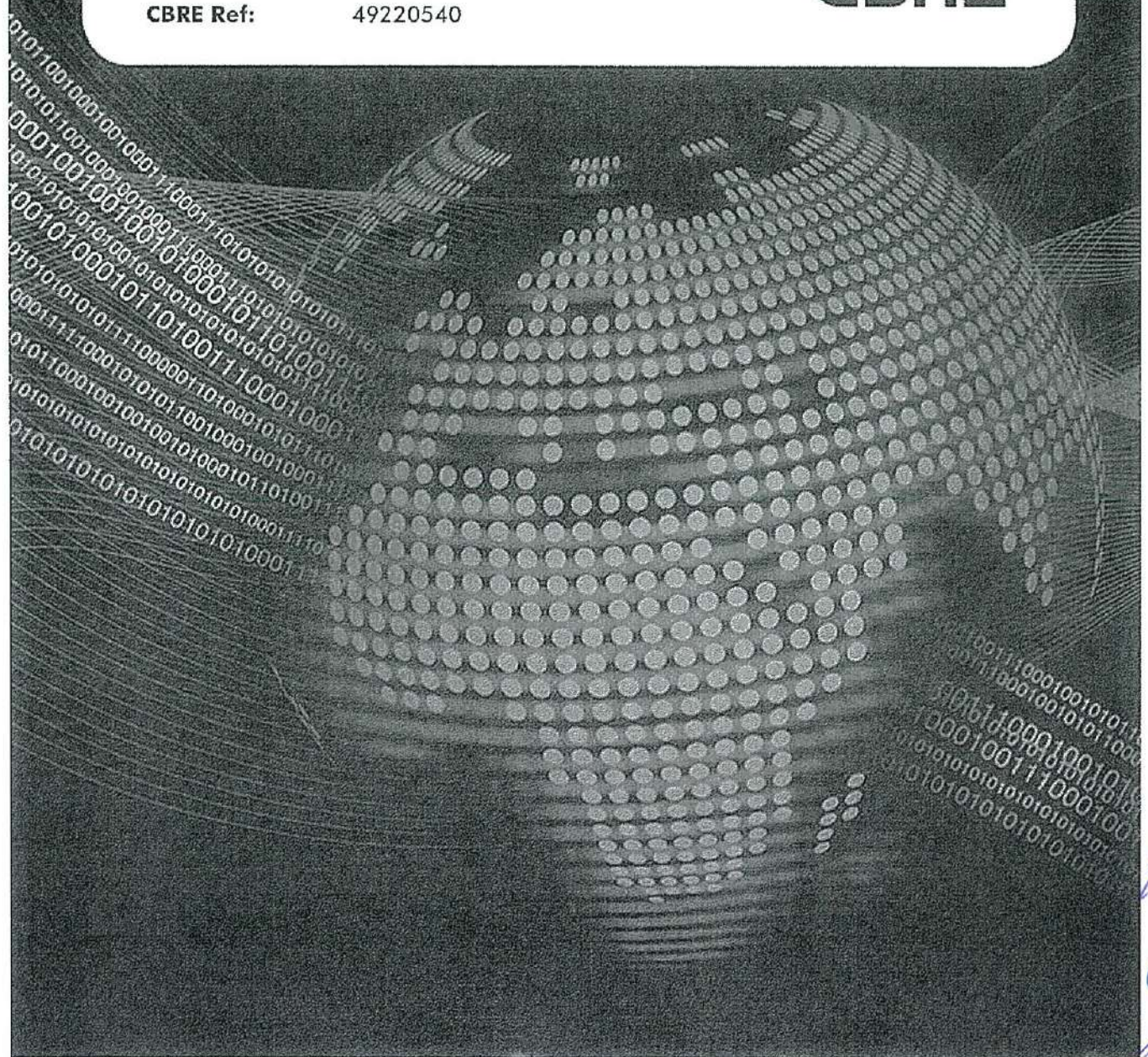
101 MCLAUGHLINS ROAD
WIRI
MANUKAU
AUCKLAND

Reliant Party: Rock Solid Holdings Limited

Date: 24 May 2019

CBRE Ref: 49220540

CBRE



Handwritten signatures in blue ink, including a large signature and several smaller ones, located in the bottom right corner of the page.

101 McLaughlins Road, Wiri, Auckland



Handwritten signatures in blue ink.

CONTENTS

1	SYNOPSIS.....	4
2	RELIANCE & REPORTING.....	5
3	INTRODUCTION.....	6
4	AGREEMENT OF PARTIES	7
5	SCHEDULE OF CONDITION	8
ATTACHMENT 1	PHOTOGRAPHS	12
ATTACHMENT 2	EXCLUSIONS & QUALIFICATIONS	51
ATTACHMENT 3	TERMS & CONDITIONS.....	52

1 SYNOPSIS

1.1 INSTRUCTIONS

- Instructions:**
- Written instructions received from:
Rock Solid Holdings/Euroclass
 - Instruction established from acceptance dated 22 May 2019
- Assessment**
- Premises Condition Report (Schedule of Condition) prepared in respect of:
- Request:**
- 101 McLaughlins Road, Wiri, Manukau, Auckland.
- Reliant Party**
- Rock Solid Holdings Limited
- CBRE Reference:**
- K:\BDCC\05 - BY LOCATION\Auckland\101 McLaughlins Road, Wiri\6. Reports\CBRE BDCC - Condition Report - 101 McLaughlins Road DRAFT.docx

1.2 CRITICAL ASSUMPTIONS

- Information Supplied by Others:**
- This report contains information which is derived from other sources. Unless otherwise specifically instructed by you and/or stated in the report, we have not independently verified that information, nor adopted it as our own, or accepted its reliability. The Reliant Party accepts the risk that if any of the unverified information/advice provided by others and referred to in this report is incorrect, then this may have an effect on our review. Documentation, information etc. relied upon is noted within the main body of this report.
- Changed Information:**
- In the event that the Reliant Party becomes aware of any material changes to the property and/or that information supplied to us is incorrect, then this report must not be relied upon before first consulting CBRE to provide a review of the updated information.

2 RELIANCE & REPORTING

2.1 RELIANCE & LIABILITY

- Reliance: ■ This assessment is strictly and only for the use of the Reliant Party and for the Purpose specifically stated in Synopsis/Instructions. We understand that it may be appended to a lease agreement as a record of condition between the Landlord and Tenant.
- Transmission: ■ Only an original report received by the Reliant Party directly from CBRE without any third-party intervention can be relied upon.
- Restricted: ■ No responsibility is accepted or assumed to any third party who may use or rely on the whole or any part of the content of this assessment.
- Copyright: ■ Neither the whole nor any part of the content of this report may be published in any document, statement, circular or otherwise by any party other than CBRE, nor in any communication with any third party, without the prior written approval from CBRE, and subject to any conditions determined by CBRE, including the form and context in which it is to appear.

2.2 REPORTING

- Industry Practice: ■ Our review has been undertaken in line with the RICS best practice guidance note in relation to Schedule of Make Good Works.
- Inspection: ■ The inspection was carried out on 23 May 2019.
- Orientation: ■ References to the left and right-hand side assume the reader is facing the element in question. The front elevation of the property is assumed to be facing McLaughlins Road.
- Weather: ■ The weather at the time of inspection was cloudy and dry.
- Limitations: ■ Refer to the Attachments for our standard reporting Exclusions & Qualifications and Terms & Conditions.
- Prepared by: ■ Philip Overend MRICS | Chartered Building Surveyor, Director
M +64 6427930 | philip.overend@cbre.com

3 INTRODUCTION

3.1 THE PREMISES

This Schedule is intended to record the condition of the demised premises known as 101 McLaughlins Road, Wiri, Manukau, Auckland.

The schedule covers the following areas:

- Office
- Warehouse
- External areas

3.2 PURPOSE OF REPORT

This Premises Condition Report (Schedule of Condition) has been prepared for the subject premises at commencement of a new lease agreement. The property is newly built and at the time of our inspection, the tenant's pallet racking had been installed in the warehouse, with its furniture in the office areas. Tenant's stock was also present in the warehouse. The purpose of the document is to minimise disputes between the Landlord and Tenant at lease expiry in relation to make good and reinstatement works.

The schedule will:

- Provide a written description of each element of the premises.
- Be accompanied by photographs.
- Record the standard of condition of the premises, including any relevant surrounding areas.

The following definitions have been used to describe the condition of the various building elements:

- NEW/EXCELLENT: New installation and unused.
- GOOD: No notable damage or disrepair.
- FAIR: General wear and tear with minor localised damage or disrepair.
- POOR: Worn and notable damage or disrepair throughout.
- END OF LIFE: Full replacement required.

101 McLaughlins Road, Wiri, Auckland

4 AGREEMENT OF PARTIES

We the undersigned confirm that this document is a true and accurate reflection of the condition of the property known as 101 McLaughlins Road, Wiri, Manukau, Auckland.

For and on behalf of (Landlord):

Name: _____

Company: _____

Signed: _____

Date: _____

For and on behalf of (Tenant):

Name: _____

Company: _____

Signed: _____

Date: _____

5 SCHEDULE OF CONDITION	
5.1 WAREHOUSE INTERIOR	
ELEMENT	DESCRIPTION & CONDITION
Floor	<ul style="list-style-type: none"> Concrete slabs with sealant finish. Slab in GOOD condition with isolated patch repairs. Sealant finish in FAIR condition, with generally patchy appearance.
Walls	<ul style="list-style-type: none"> Pre-cast concrete panels (undecorated), to all elevations, with profiled steel cladding above to front, rear and right hand elevations. No defects noted. NEW/EXCELLENT.
Ceilings	<ul style="list-style-type: none"> Liner panel of sheet roofing system, laid on purlins. No defects noted. NEW/EXCELLENT.
Doors & Windows	<ul style="list-style-type: none"> Four automatic roller shutter doors. Aluminium personnel doors. No defects noted. NEW/EXCELLENT.
Mechanical	<ul style="list-style-type: none"> No mechanical installation to warehouse. N/A.
Electrical	<ul style="list-style-type: none"> LED low bay luminaires. Minimal provision of general power outlets. No defects noted. NEW/EXCELLENT.
Fire	<ul style="list-style-type: none"> Heat/smoke detectors and manual call points. No sprinkler system. No defects noted. NEW/EXCELLENT.
Hydraulics	<ul style="list-style-type: none"> Rainwater downpipes to rear elevation, formed in UPVC. NEW/EXCELLENT.

5.2 OFFICE/AMENITY AREA INTERIOR	
ELEMENT	DESCRIPTION & CONDITION
Floor	<ul style="list-style-type: none"> Carpet tile floor finish to office areas. Sheet vinyl floor finish to WCs and kitchen/staff area. No defects noted. NEW/EXCELLENT.
Walls	<ul style="list-style-type: none"> Painted plasterboard to all office and WC areas. No defects noted. NEW/EXCELLENT.
Ceilings	<ul style="list-style-type: none"> Suspended grid ceilings with recessed lighting and HVAC services to office, staffroom/kitchenette and circulation areas. Painted plasterboard to WC areas. No defects noted. NEW/EXCELLENT.
Doors & Windows	<ul style="list-style-type: none"> Painted solid timber internal doors, with glazed vision panels where appropriate in office areas. No defects noted. NEW/EXCELLENT.
Mechanical	<ul style="list-style-type: none"> Air conditioning and ventilation system comprising recessed ducted distribution to in-ceiling grilles. Extract ventilation to WC. No defects noted. NEW/EXCELLENT.
Electrical	<ul style="list-style-type: none"> Recessed modular lighting, presumed to be LED fittings, to office areas. Recessed circular lighting, presumed to be LED fittings, to WC areas. Recessed general power outlets to office perimeter, at low level. NEW/EXCELLENT.
Fire	<ul style="list-style-type: none"> Heat/smoke detectors and manual call points. No sprinkler system. No defects noted. NEW/EXCELLENT.
Hydraulics	<ul style="list-style-type: none"> Hot and cold-water distribution to WC and kitchen areas via concealed pipework. Sewer and stormwater drainage pipework concealed. Hot water generation via electric cylinder heater. No defects noted. NEW/EXCELLENT.

105

5.3 BUILDING EXTERIOR	
ELEMENT	DESCRIPTION & CONDITION
Roof & Gutters	<ul style="list-style-type: none">■ Shallow pitched, steel profiled sheet covered roof incorporating polycarbonate roof lights. Inspected from underside only.■ No defects noted.■ NEW/EXCELLENT.
Walls and glazing	<ul style="list-style-type: none">■ Pre-cast wall panels to all warehouse elevations, surmounted with profiled steel cladding to front, rear and right-hand elevations. External paint finish to pre-cast panels.■ Aluminium framed single glazing to office area. Windows interspersed with precast panels to right hand end of office front elevation and full height curtain wall glazing elsewhere.■ Painted pre-cast concrete wall surfaces adjacent to office glazing.■ NEW/EXCELLENT.
External Doors	<ul style="list-style-type: none">■ Automated roller shutter doors to warehouse area. Powder coated aluminium personnel doors to warehouse area.■ Aluminium framed, single glazed entrance doors to match office curtain wall system.■ No defects noted.■ NEW/EXCELLENT.

5.4 EXTERNAL AREAS	
ELEMENT	DESCRIPTION & CONDITION
Canopy	<ul style="list-style-type: none">■ External canopy to front of property. Steel portal type framing supporting pitched, profiled roof sheeting incorporating polycarbonate roof lights.■ No defects noted.■ NEW/EXCELLENT.
Car Parking/Service Yard Area	<ul style="list-style-type: none">■ Asphalt surfaced car park with white line markings, and concrete kerbs to perimeter.■ NEW/EXCELLENT.■ Concrete surfaced service yard. Minor wear and tear. No defects noted.■ GOOD CONDITION.
Landscaping	<ul style="list-style-type: none">■ Soft landscaping to frontage incorporating small shrubs. Grass area to rear of property.■ No defects noted.■ NEW/EXCELLENT.
Fencing, gates and boundary walls	<ul style="list-style-type: none">■ Steel chainlink fencing to front boundary areas. Two automated sliding gates to front and rear vehicle entrances; construction to match adjacent fencing.■ No defects noted.■ NEW/EXCELLENT.

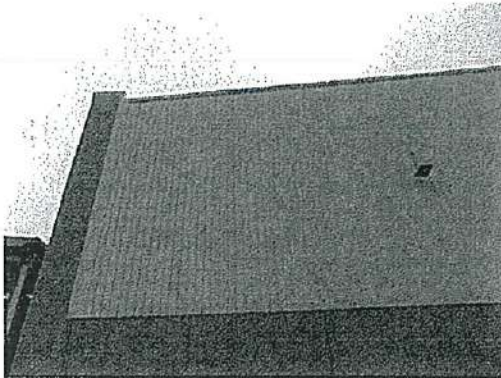
ATTACHMENT 1 PHOTOGRAPHS



1. General view



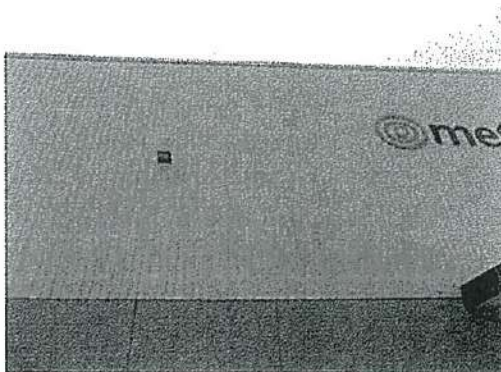
2. Front elevation



3. Front elevation



4. Front elevation

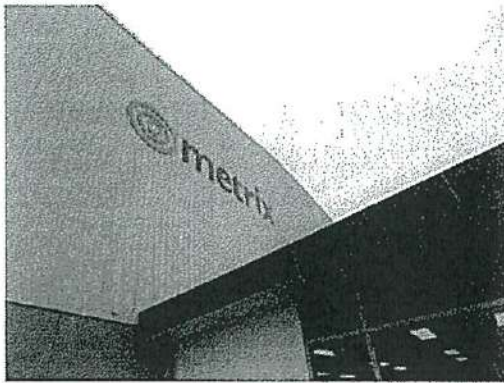


5. Front elevation



6. Front elevation

TSB
An
[Signature]



7. Front elevation



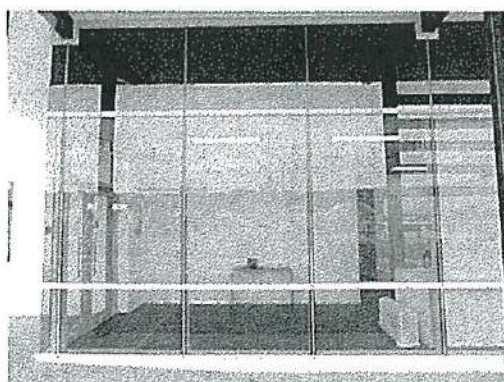
8. Office elevation



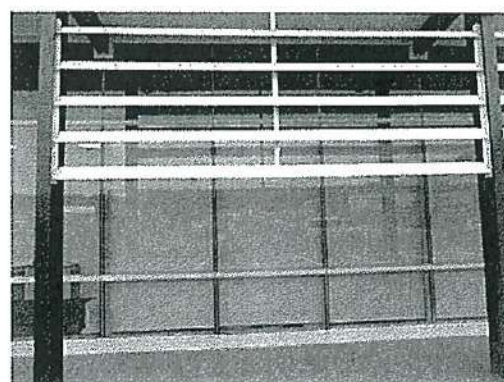
9. Office elevation



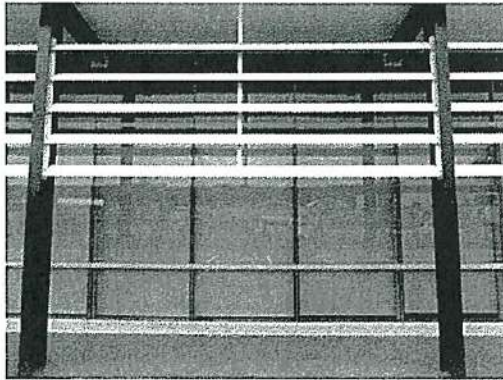
10. Office elevation



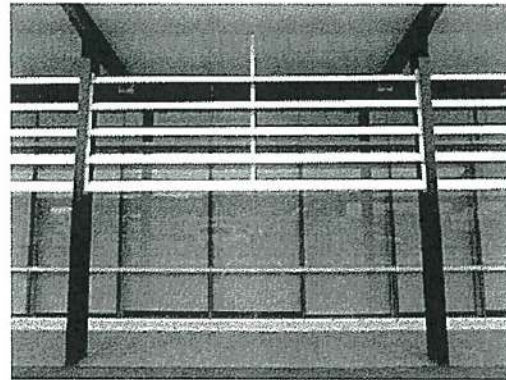
11. Office elevation



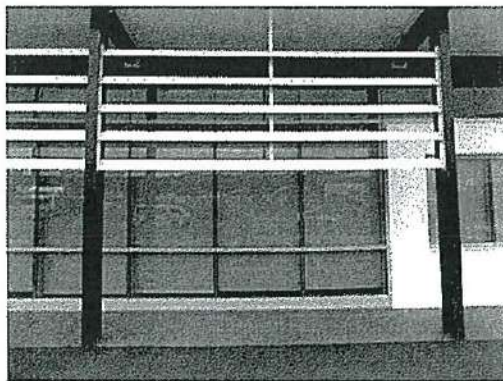
12. Office elevation



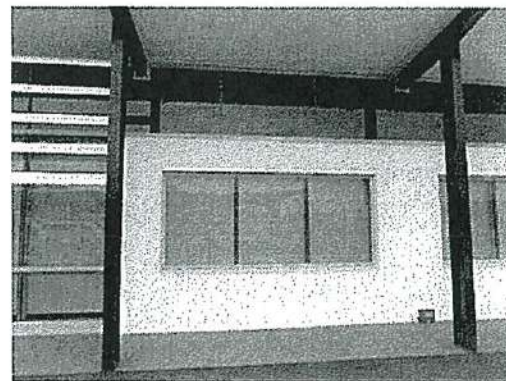
13. Office elevation



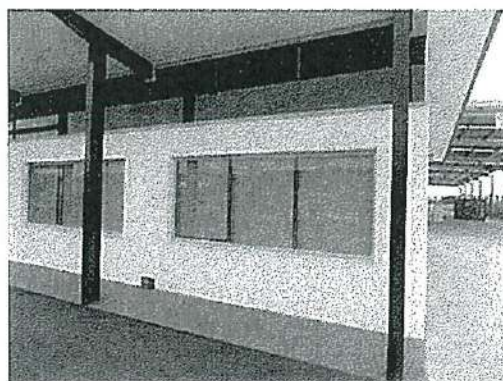
14. Office elevation



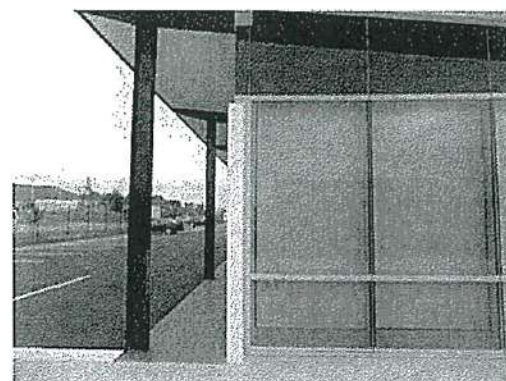
15. Office elevation



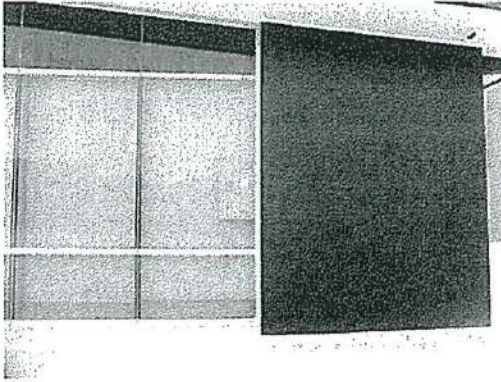
16. Office elevation



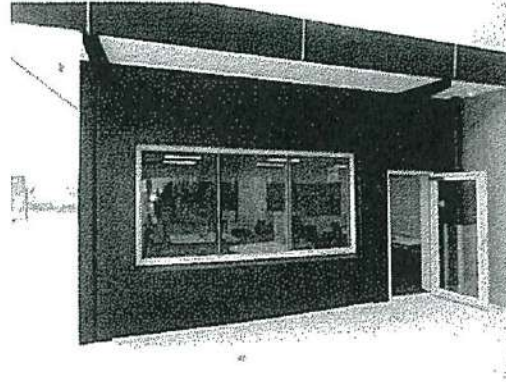
17. Office elevation



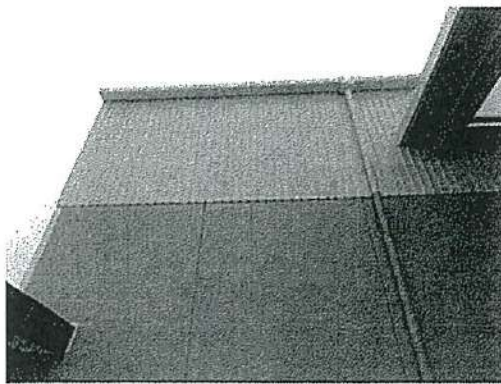
18. Office elevation



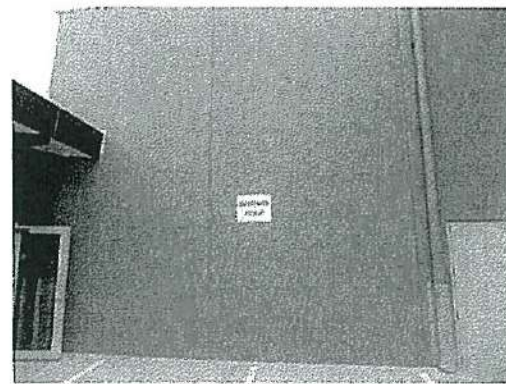
19. Office elevation



20. Office elevation



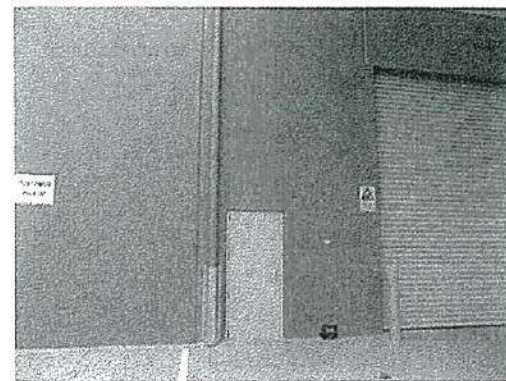
21. Right hand elevation



22. Right hand elevation



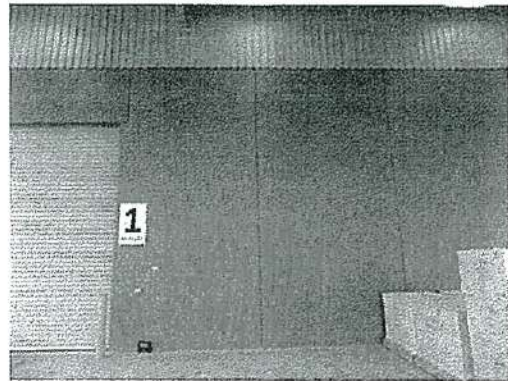
23. Right hand elevation



24. Right hand elevation



25. Right hand elevation



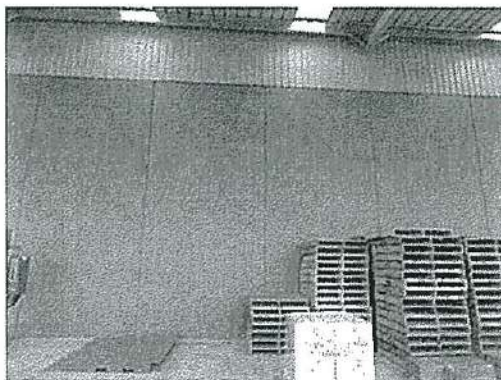
26. Right hand elevation



27. Right hand elevation



28. Right hand elevation



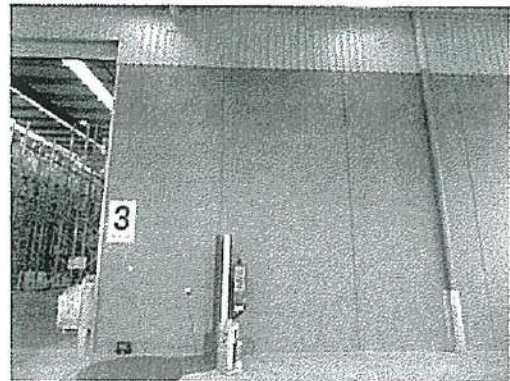
29. Right hand elevation



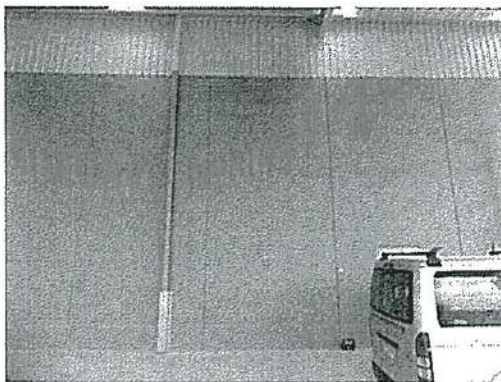
30. Right hand elevation



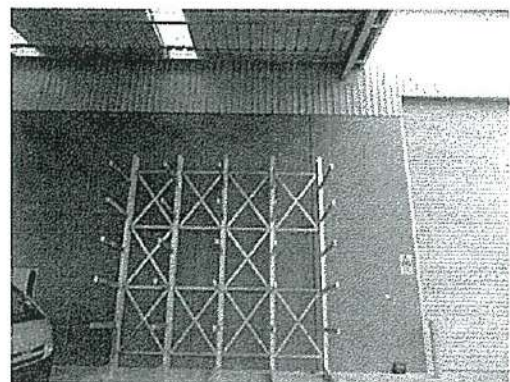
31. Right hand elevation



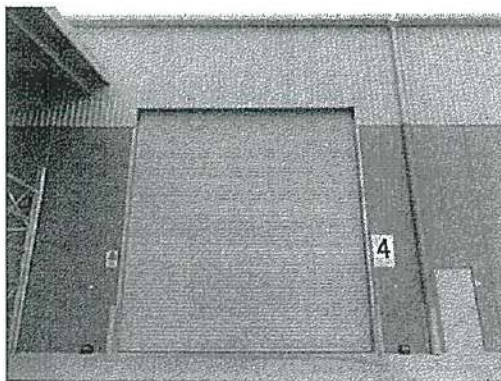
32. Right hand elevation



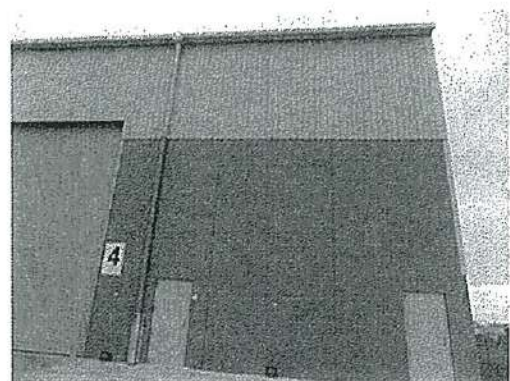
33. Right hand elevation



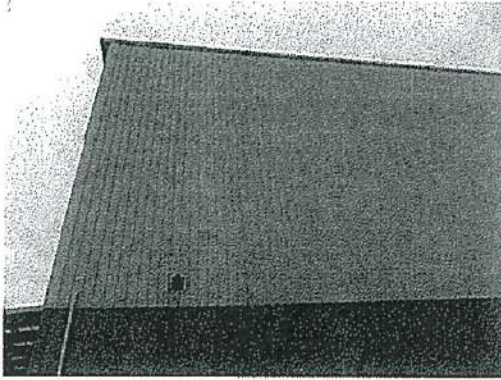
34. Right hand elevation



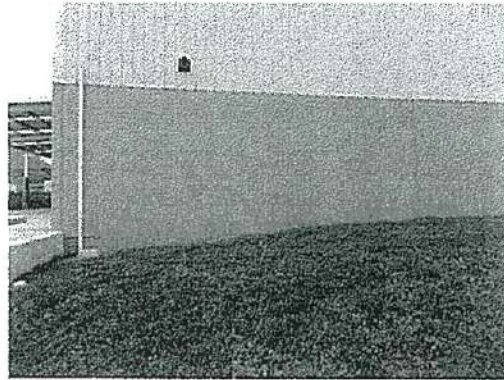
35. Right hand elevation



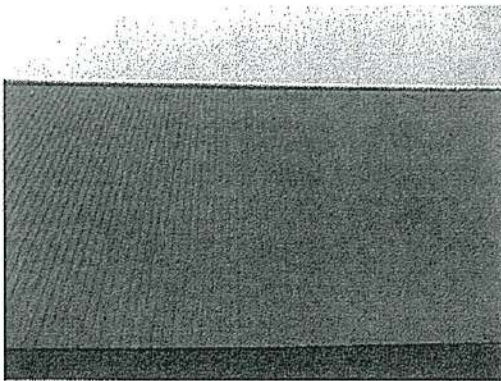
36. Right hand elevation



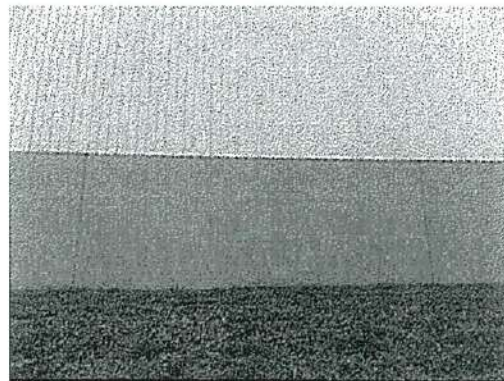
37. Rear elevation



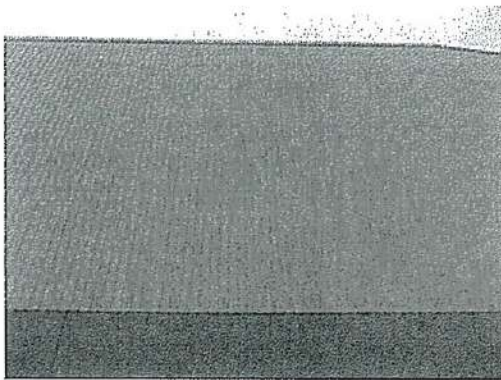
38. Rear elevation



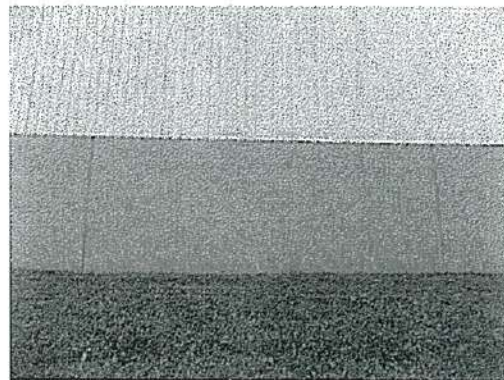
39. Rear elevation



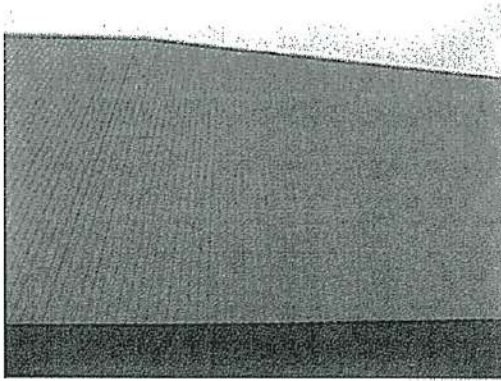
40. Rear elevation



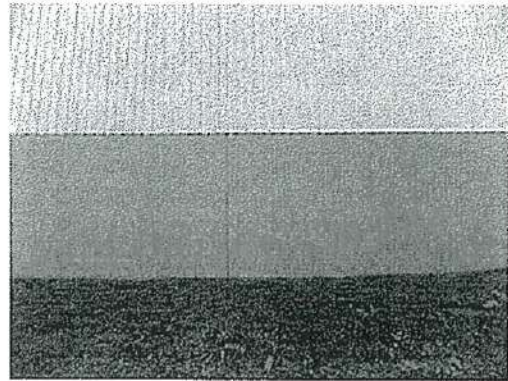
41. Rear elevation



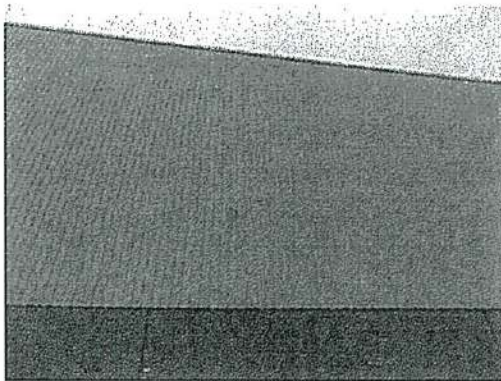
42. Rear elevation



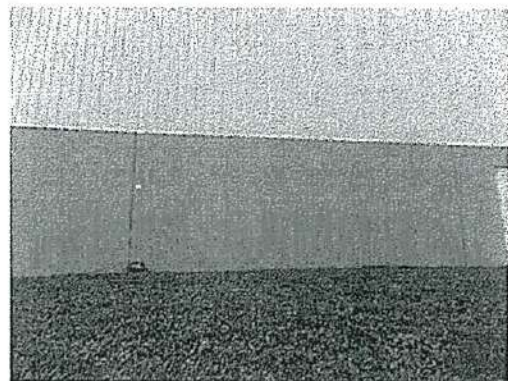
43. Rear elevation



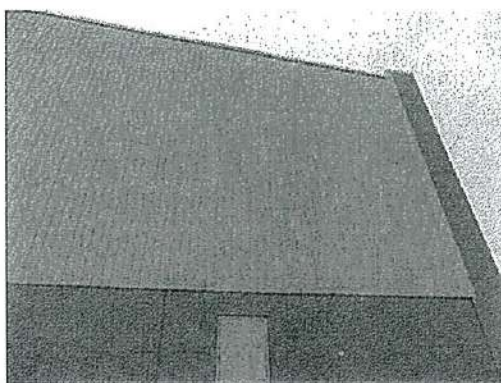
44. Rear elevation



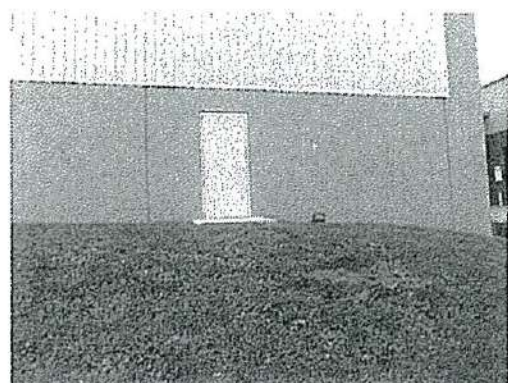
45. Rear elevation



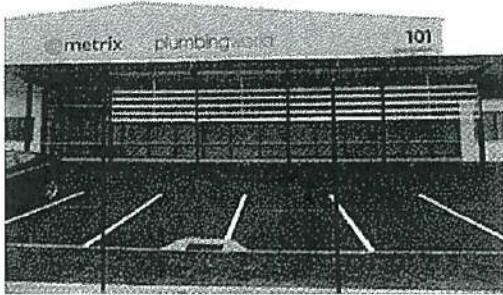
46. Rear elevation



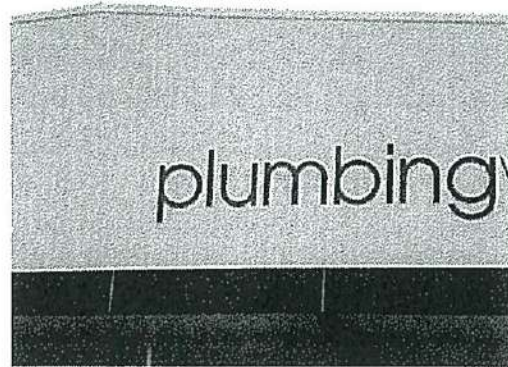
47. Rear elevation



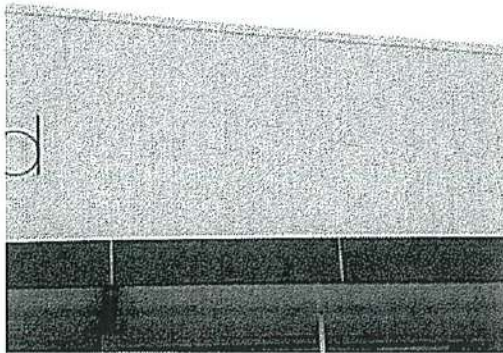
48. Rear elevation



49. Front elevation



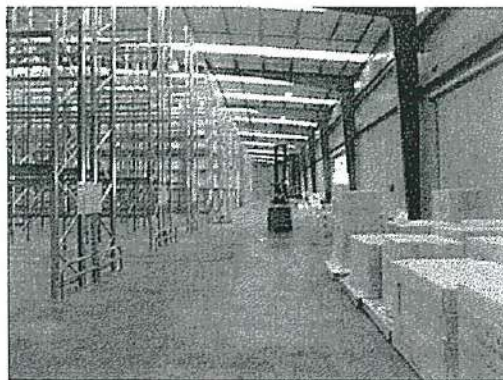
50. Front elevation, high level



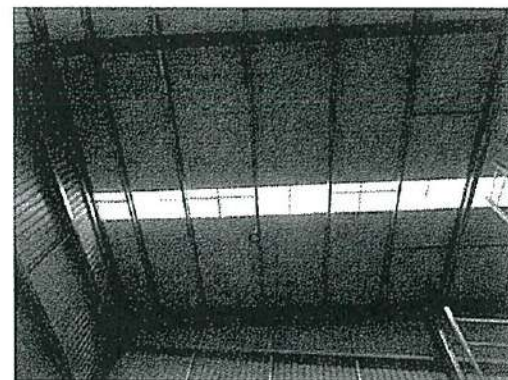
51. Front elevation, high level



52. Front elevation, high level



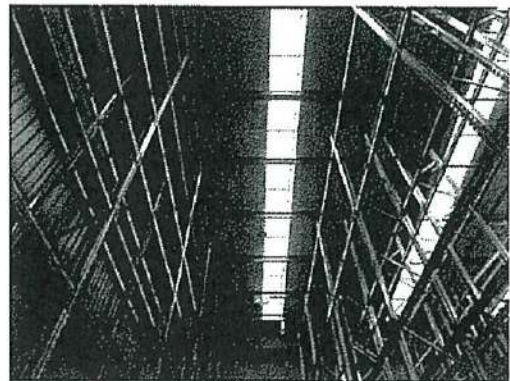
53. Warehouse interior, general view



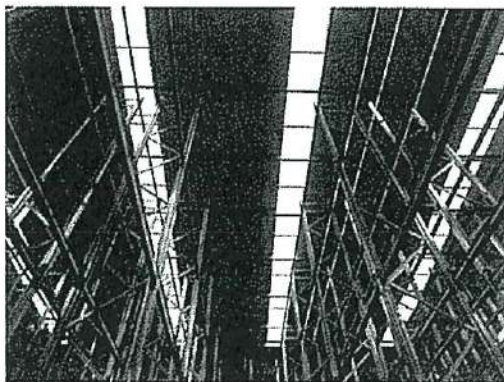
54. Underside of roof



55. Underside of roof



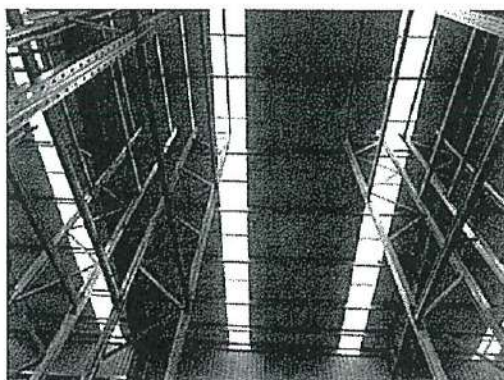
56. Underside of roof



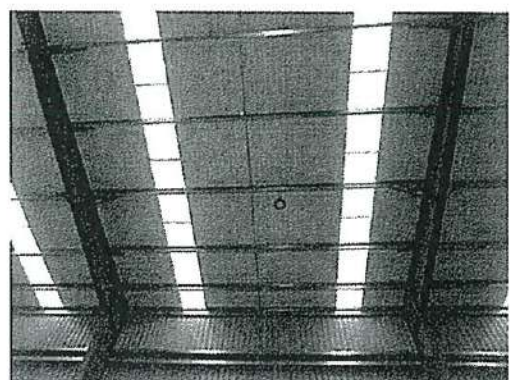
57. Underside of roof



58. Underside of roof



59. Underside of roof



60. Underside of roof



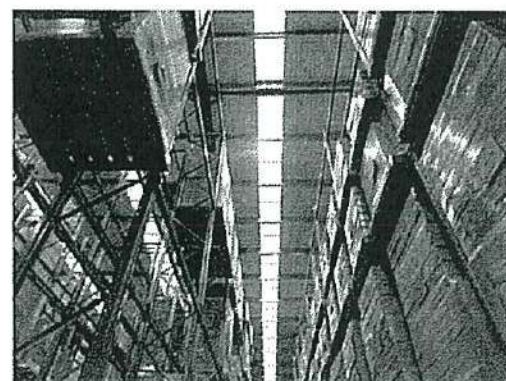
61. Underside of roof



62. Underside of roof



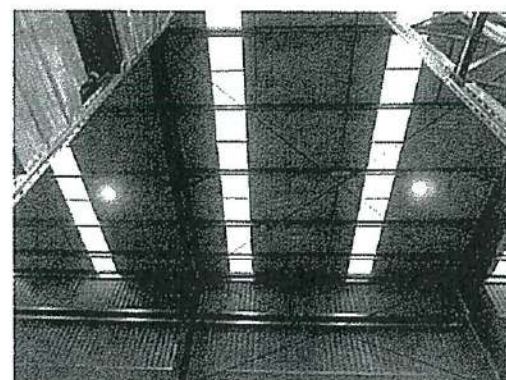
63. Underside of roof



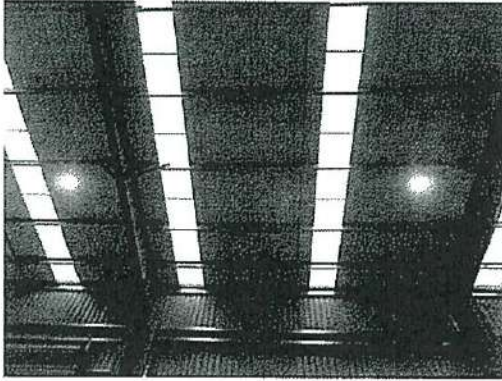
64. Underside of roof



65. Underside of roof



66. Underside of roof



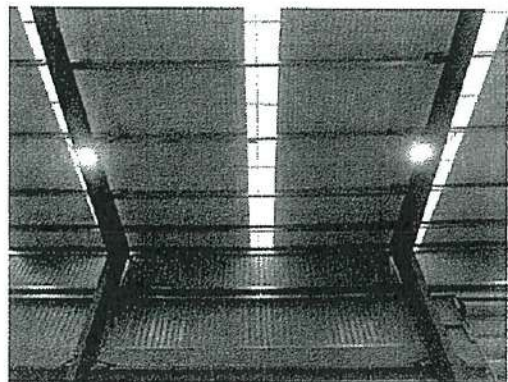
67. Underside of roof



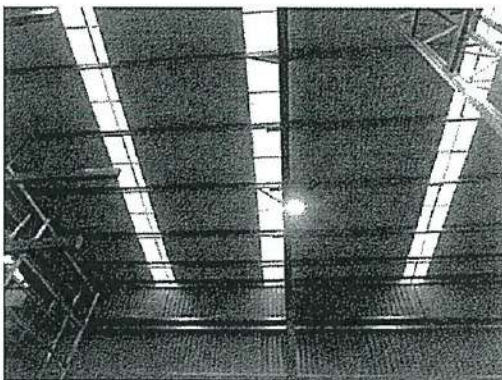
68. Underside of roof



69. Underside of roof



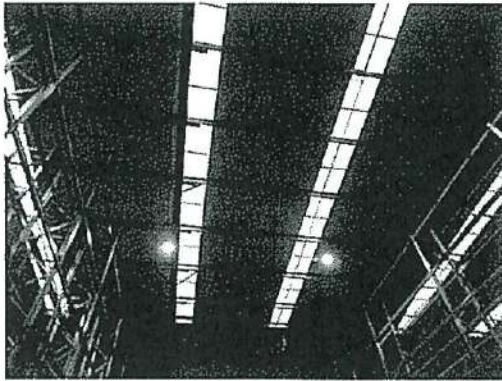
70. Underside of roof



71. Underside of roof



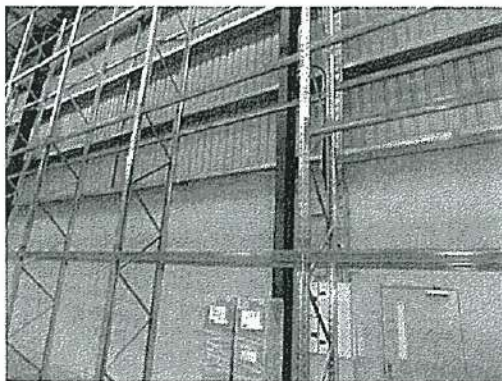
72. Underside of roof



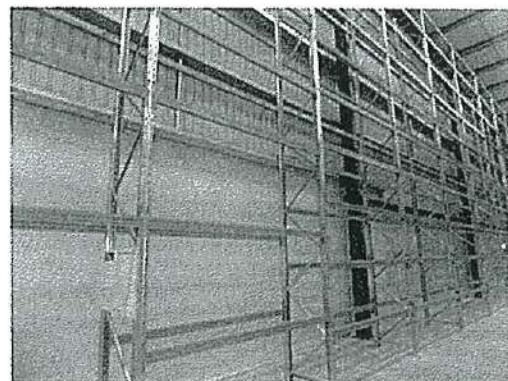
73. Underside of roof



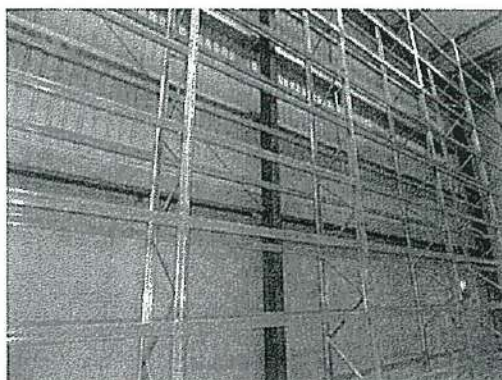
74. Front elevation



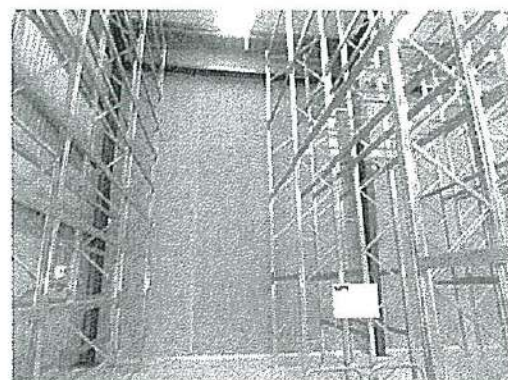
75. Front elevation



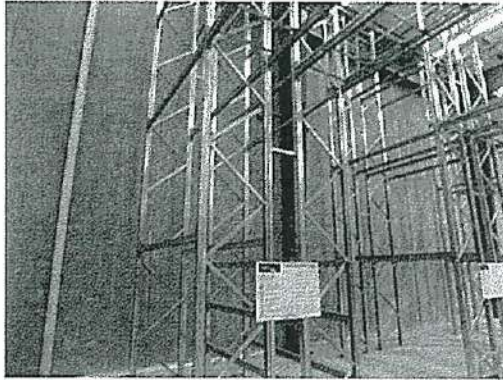
76. Front elevation



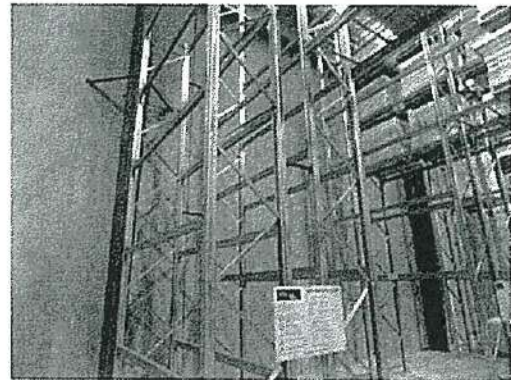
77. Front elevation



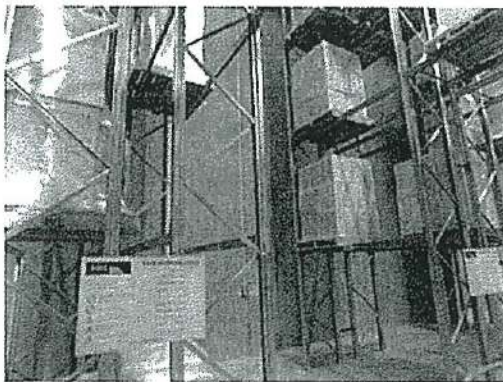
78. Left hand elevation



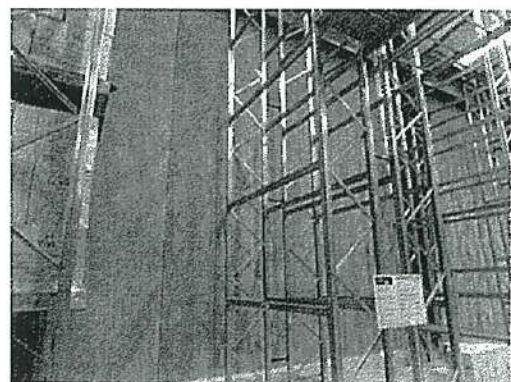
79. Left hand elevation



80. Left hand elevation



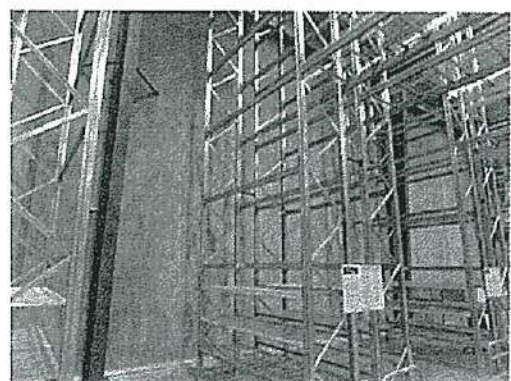
81. Left hand elevation



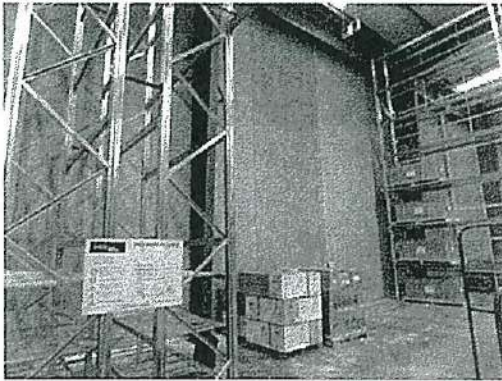
82. Left hand elevation



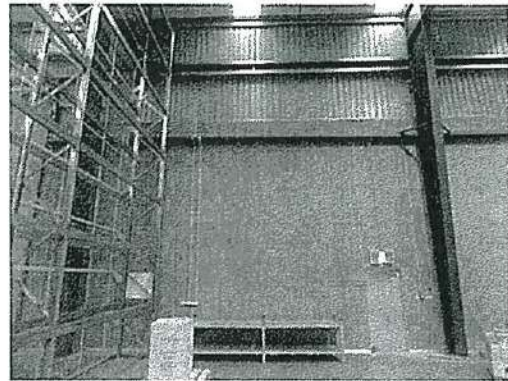
83. Left hand elevation



84. Left hand elevation



85. Left hand elevation



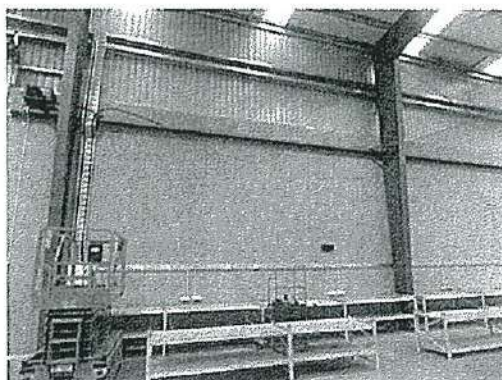
86. Right hand elevation



87. Right hand elevation



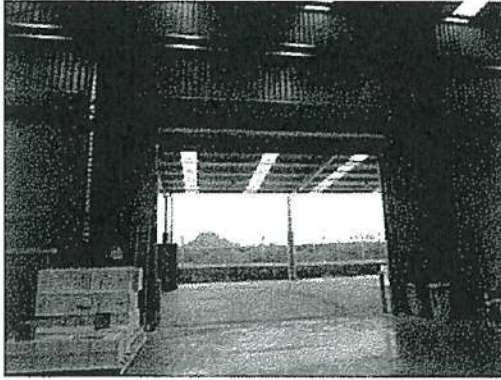
88. Right hand elevation



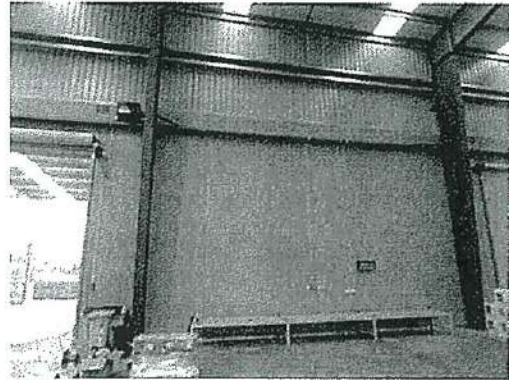
89. Right hand elevation



90. Right hand elevation



91. Right hand elevation



92. Right hand elevation



93. Right hand elevation



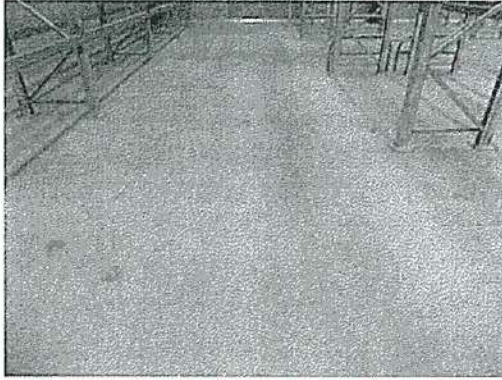
94. Right hand elevation



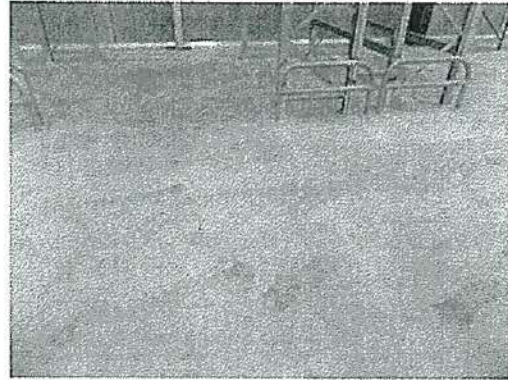
95. Warehouse floor slab



96. Warehouse floor slab



97. Warehouse floor slab



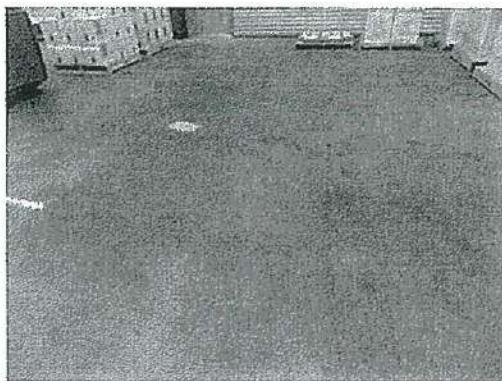
98. Warehouse floor slab



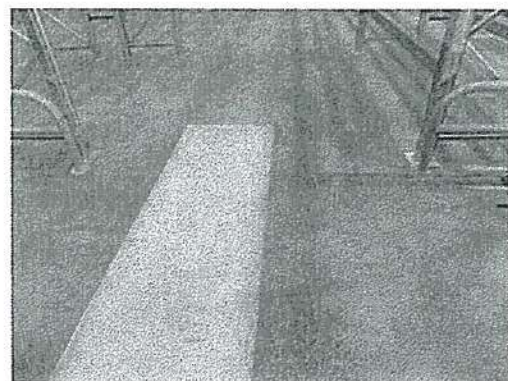
99. Warehouse floor slab



100. Warehouse floor slab



101. Warehouse floor slab



102. Warehouse floor slab

[Handwritten signatures in blue ink]



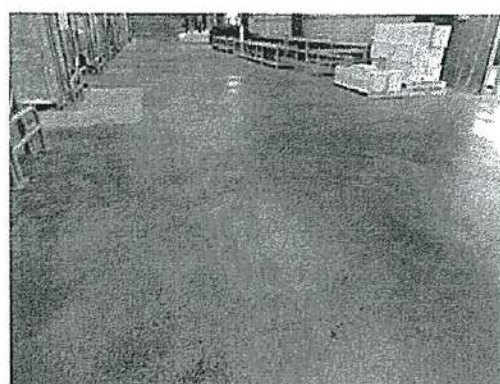
103. Warehouse floor slab



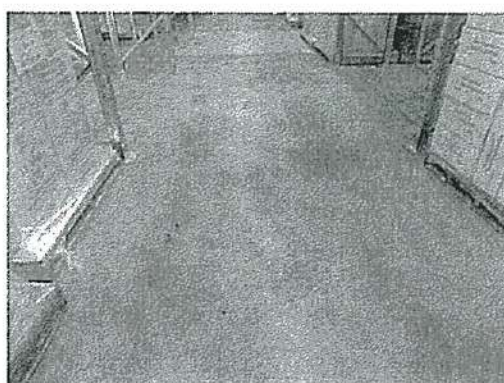
104. Warehouse floor slab



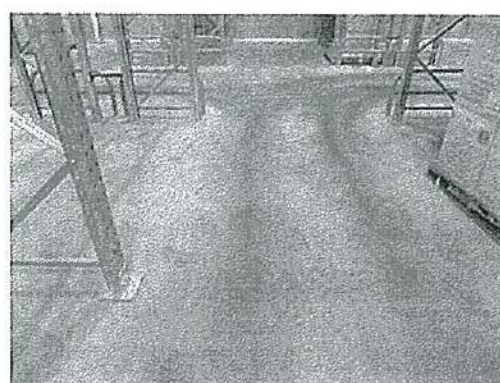
105. Warehouse floor slab



106. Warehouse floor slab

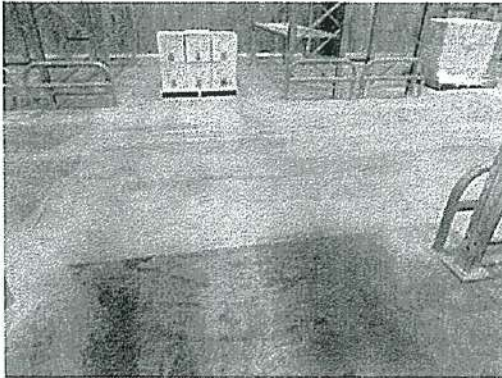


107. Warehouse floor slab



108. Warehouse floor slab

Handwritten signatures and initials in blue ink.



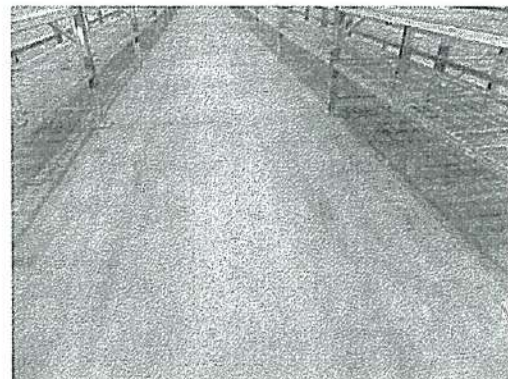
109. Warehouse floor slab



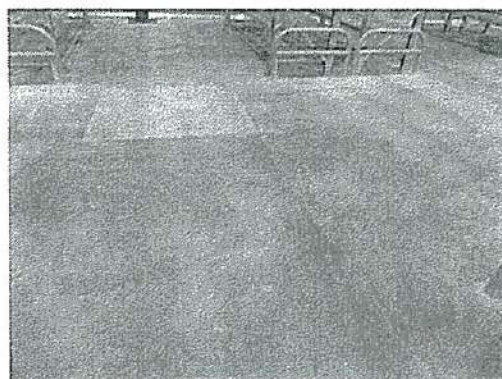
110. Warehouse floor slab



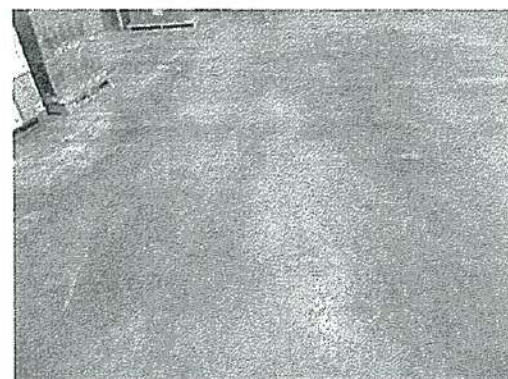
111. Warehouse floor slab



112. Warehouse floor slab



113. Warehouse floor slab



114. Warehouse floor slab



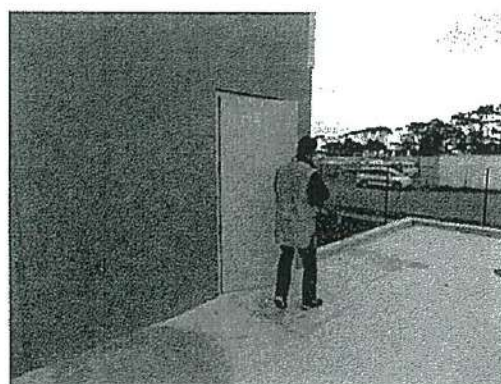
115. Warehouse floor slab



116. Warehouse floor slab



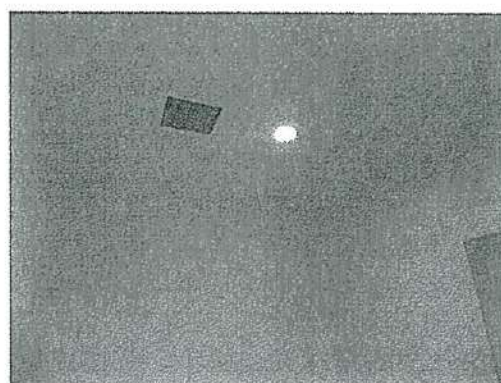
117. Warehouse floor slab



118. WC entrance



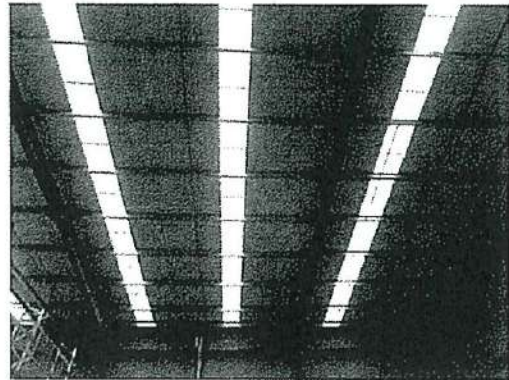
119. (externally accessed) WC



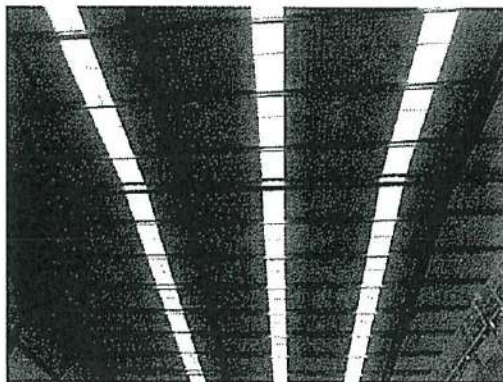
120. (externally accessed) WC



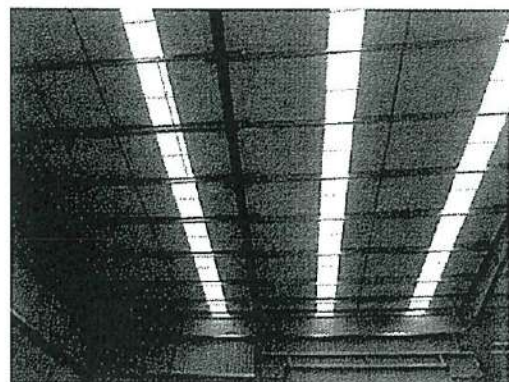
121. Subtenancy area



122. Subtenancy area roof



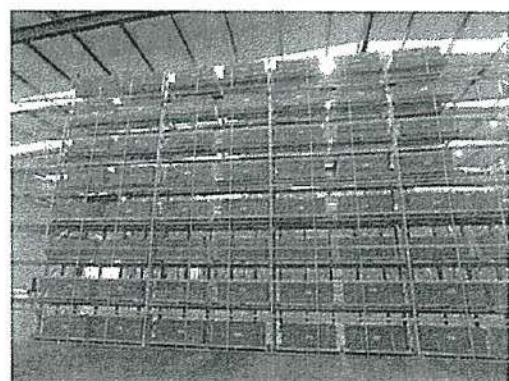
123. Subtenancy area roof



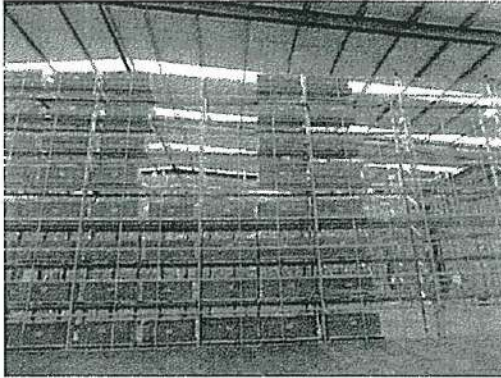
124. Subtenancy area roof



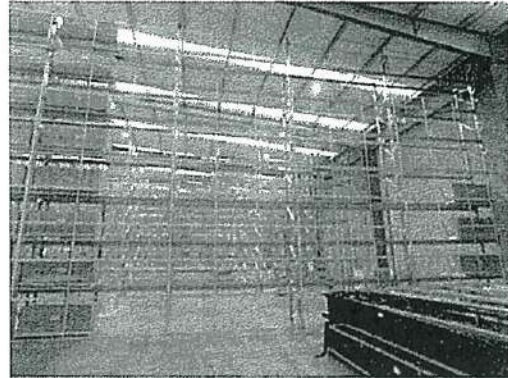
125. Subtenancy area



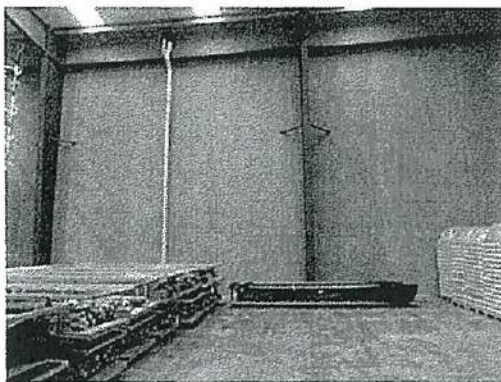
126. Subtenancy area



127. Subtenancy area



128. Subtenancy area



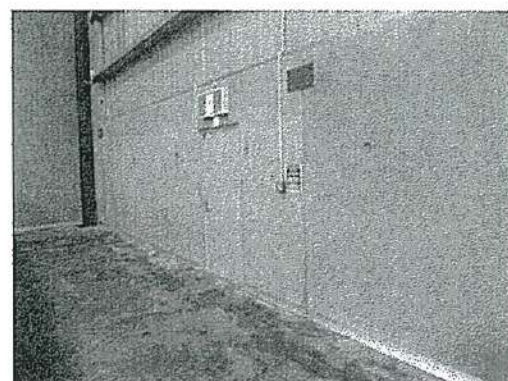
129. Subtenancy area walls



130. Subtenancy area walls



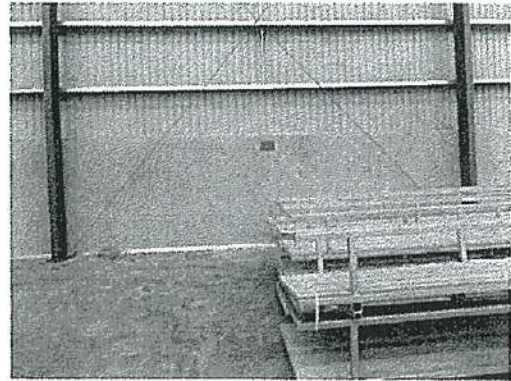
131. Subtenancy area walls



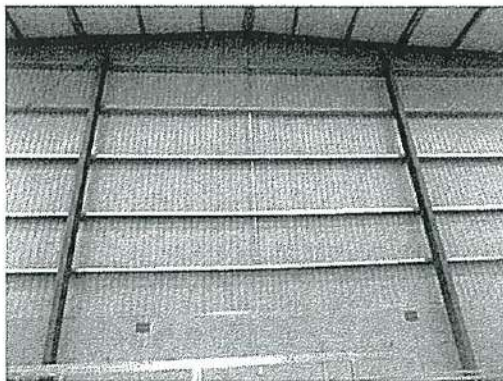
132. Subtenancy area walls



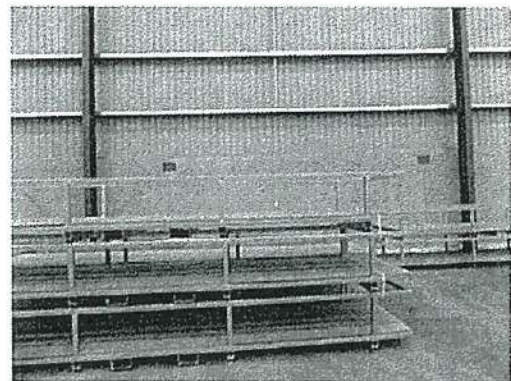
133. Subtenancy area walls



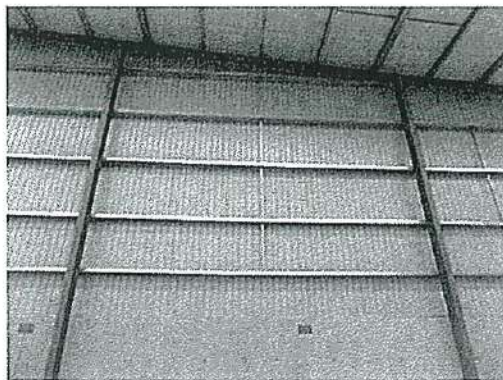
134. Subtenancy area walls



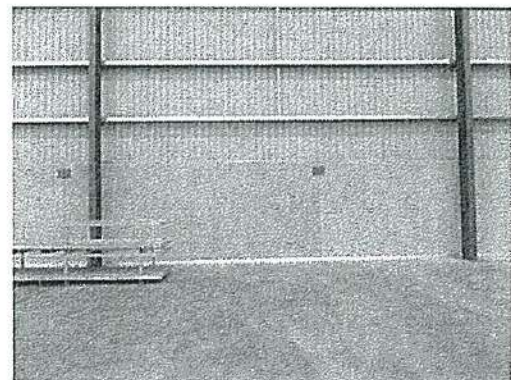
135. Subtenancy area walls



136. Subtenancy area walls

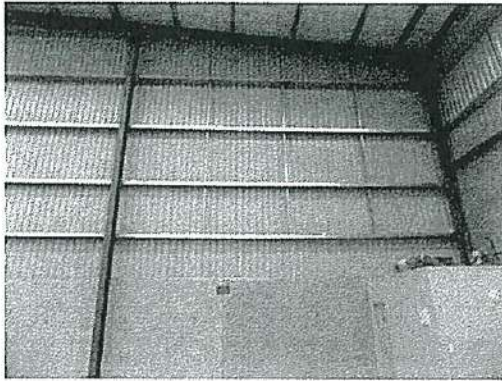


137. Subtenancy area walls

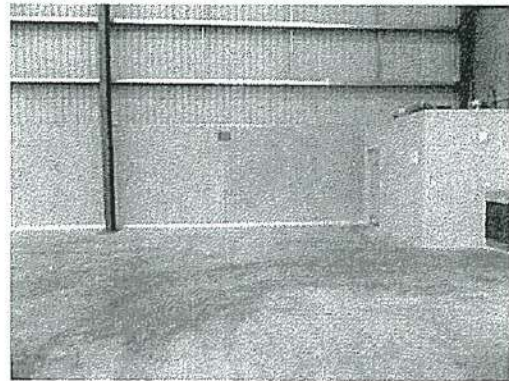


138. Subtenancy area walls

Handwritten signatures and initials in blue ink.



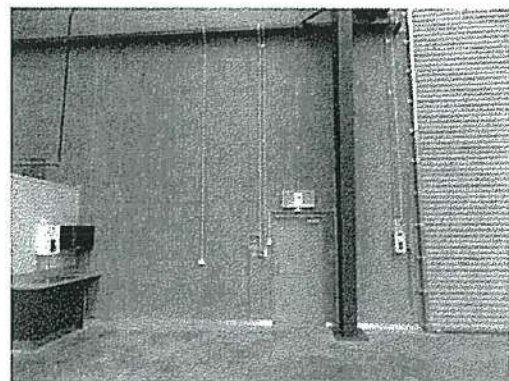
139. Subtenancy area walls



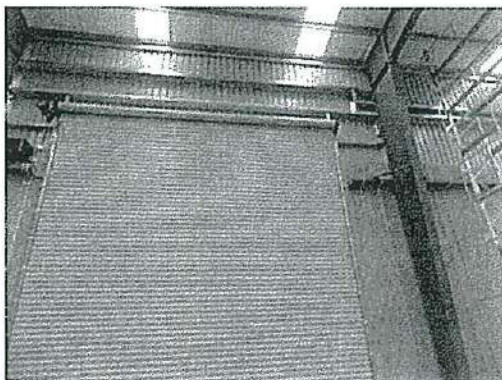
140. Subtenancy area walls



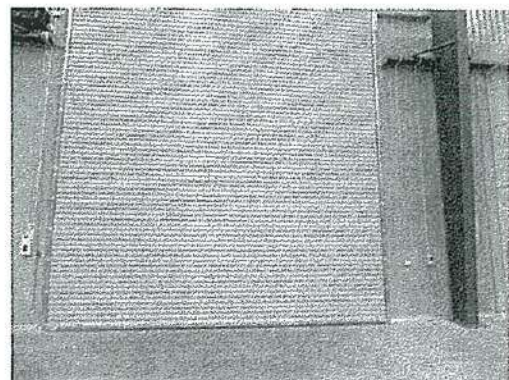
141. Subtenancy area walls



142. Subtenancy area walls

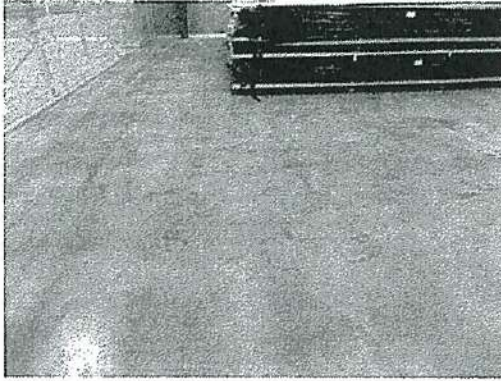


143. Subtenancy area walls



144. Subtenancy area walls

[Handwritten signatures in blue ink]



145. Subtenancy area floor slab



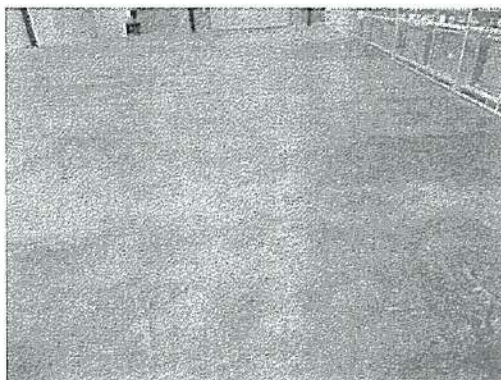
146. Subtenancy area floor slab



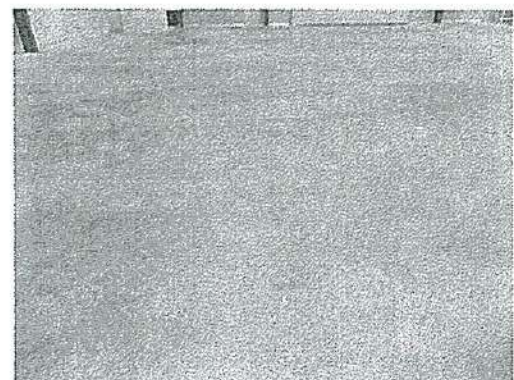
147. Subtenancy area floor slab



148. Subtenancy area floor slab

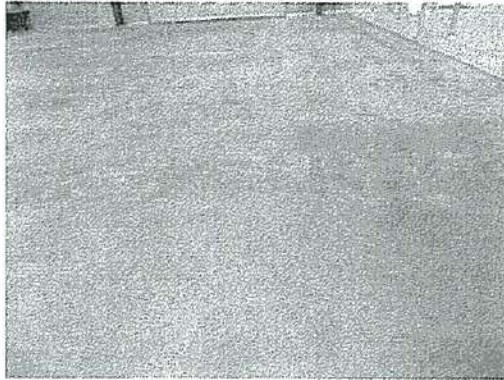


149. Subtenancy area floor slab



150. Subtenancy area floor slab

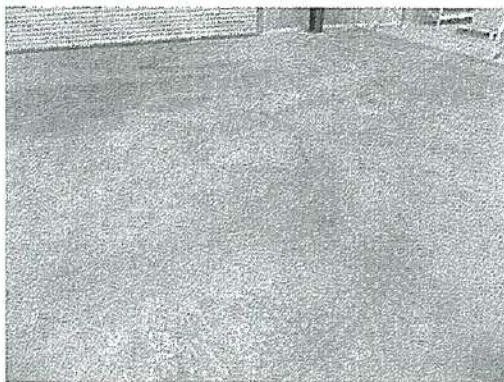
Handwritten signatures and initials in blue ink, including a large signature and several smaller initials.



151. Subtenancy area floor slab



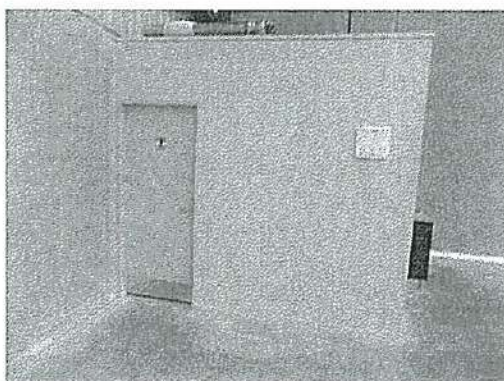
152. Subtenancy area floor slab



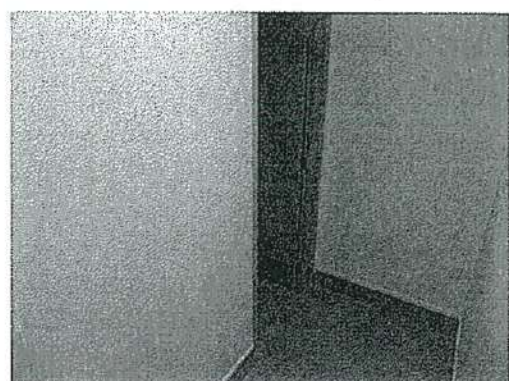
153. Subtenancy area floor slab



154. Subtenancy area teapoint

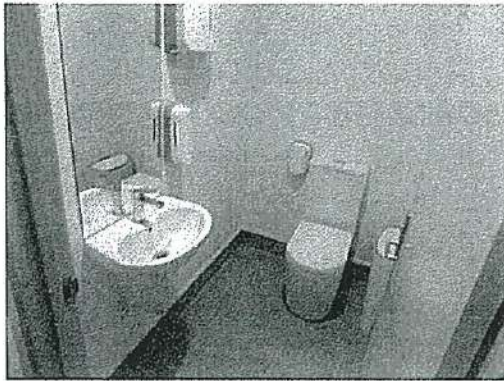


155. Subtenancy area WC area



156. Subtenancy area WC area

[Handwritten signatures and initials in blue ink]



157. Subtenancy area WC area



158. Subtenancy area WC area



159. Subtenancy area WC area



160. Office area



161. Office area



162. Office area



163. Office area



164. Office area



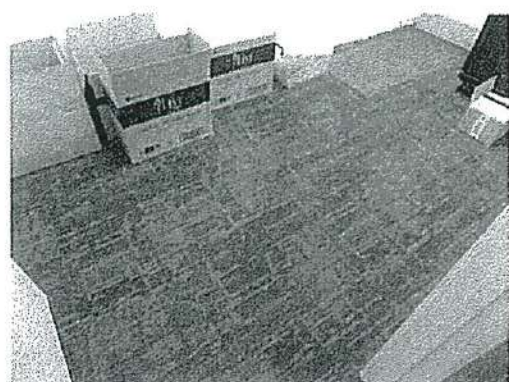
165. Office area



166. Office area



167. Office area



168. Office area



169. Office area



170. Office area



171. Office area



172. Office area



173. WC lobby area



174. WC area



175. WC area



176. WC area



177. Cleaner's sink cupboard



178. Staffroom



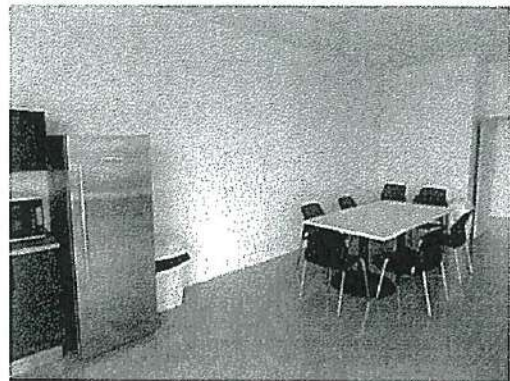
179. Staffroom



180. Staffroom



181. Staffroom



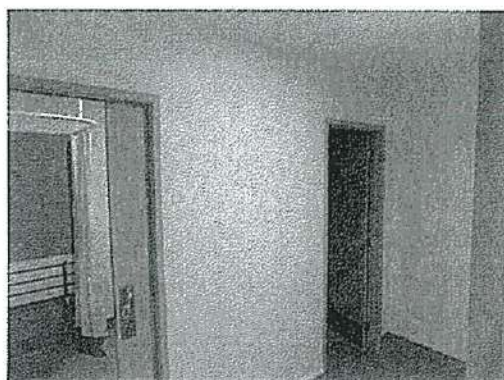
182. Staffroom



183. Staffroom



184. Staffroom



185. WC area



186. WC area

[Handwritten signatures]



187. WC area



188. WC area



189. WC area



190. WC area



191. Boardroom

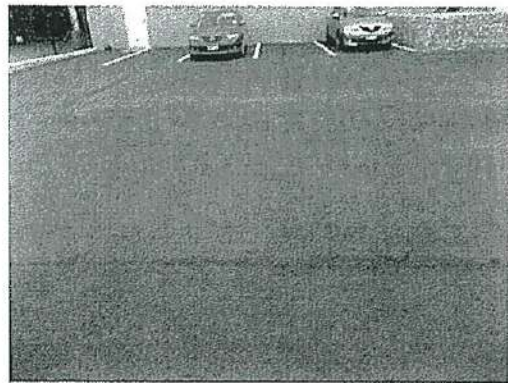


192. Boardroom

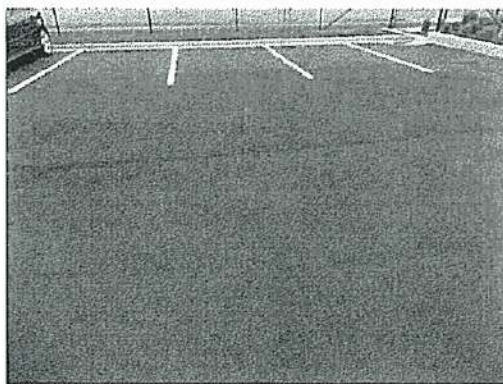
Handwritten signatures and initials in blue ink.



193. Boardroom



194. Car park



195. Car park



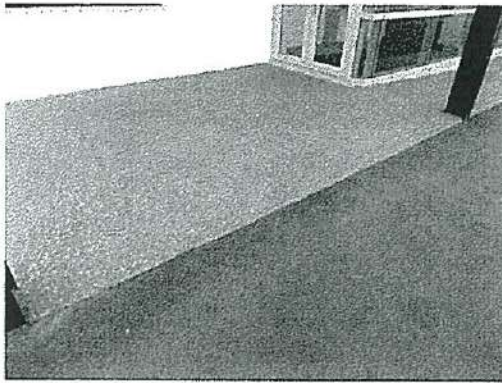
196. Car park



197. Car park



198. External amenity area



199. Perimeter path



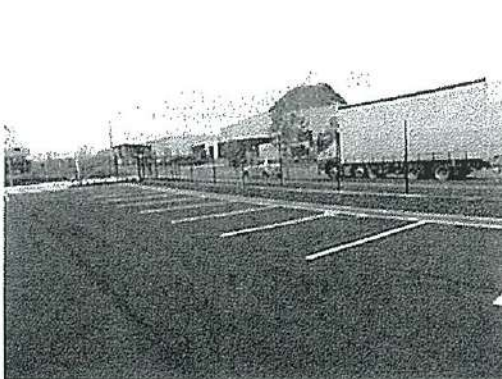
200. Car park



201. Car park



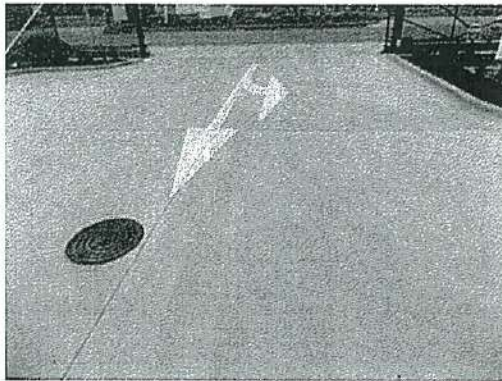
202. Car park



203. Car park



204. Car park



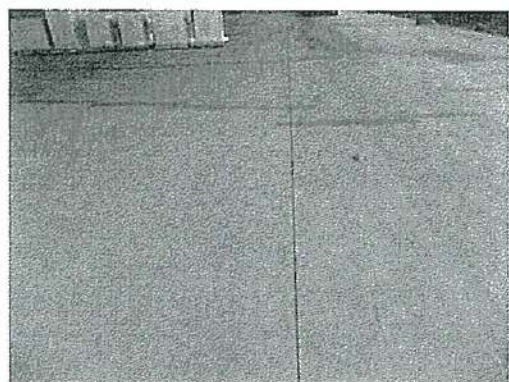
205. Service yard



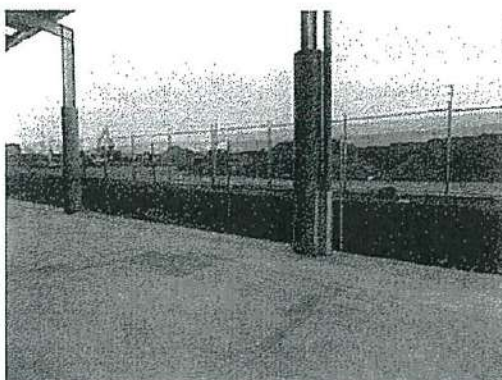
206. Service yard



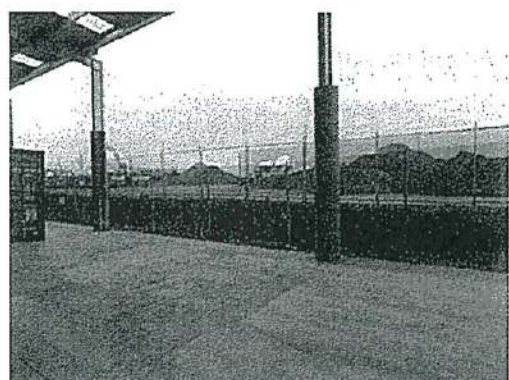
207. Service yard



208. Service yard

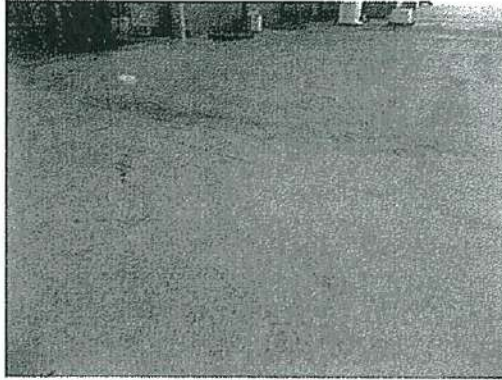


209. Service yard



210. Service yard

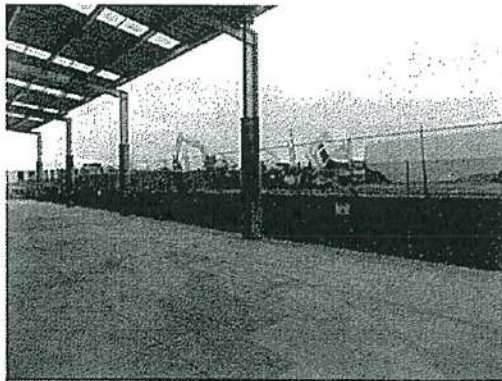
[Handwritten signatures in blue ink]



211. Service yard



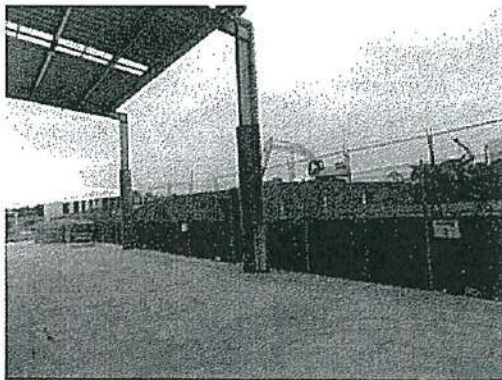
212. Service yard



213. Service yard



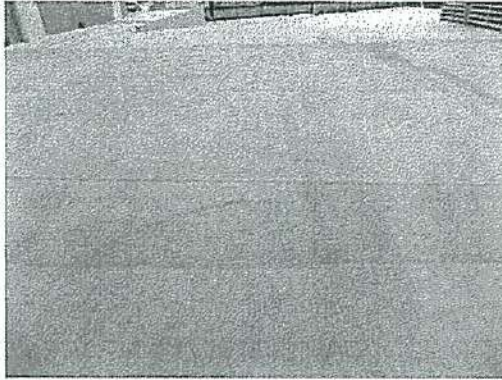
214. Service yard



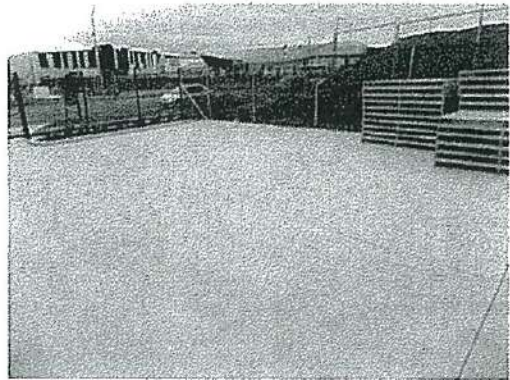
215. Service yard



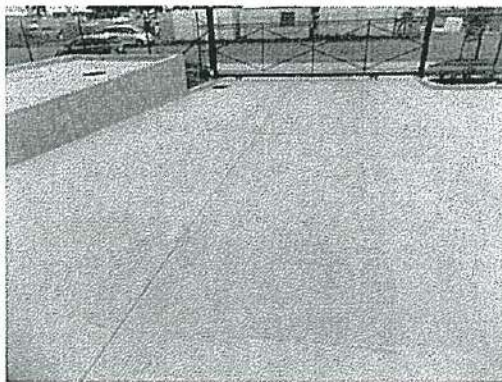
216. Service yard



217. Service yard



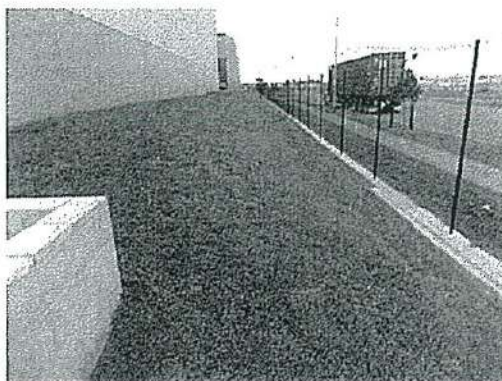
218. Service yard



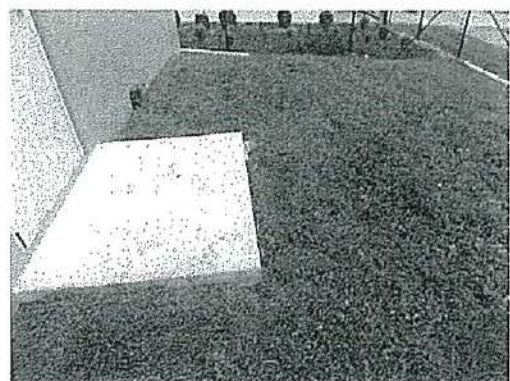
219. Service yard



220. Perimeter path



221. Rear landscaped area



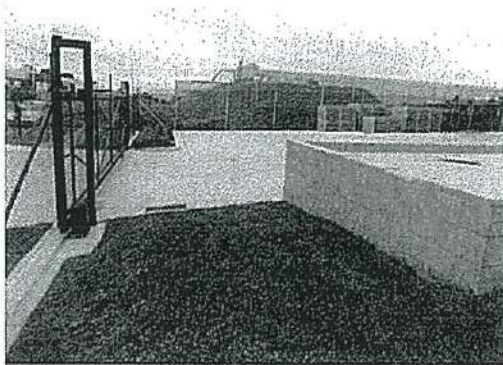
222. Rear landscaped area



223. Rear landscaped area



224. Rear landscaped area



225. Rear landscaped area



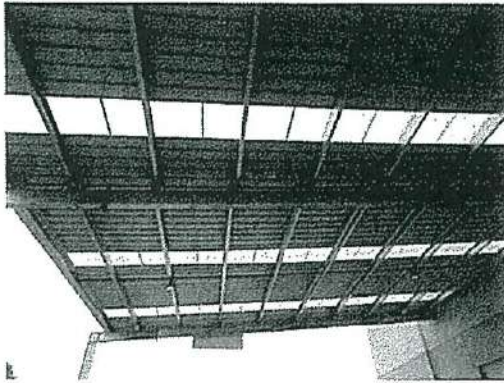
226. Canopy



227. Canopy



228. Canopy



229. Canopy

ATTACHMENT 2 EXCLUSIONS & QUALIFICATIONS

Although we will undertake as thorough and detailed an inspection as possible, our report will be subject to the following standard limitations.

- Parts of the building built in, covered up or otherwise made inaccessible during the inspection have not been inspected. This generally relates to ceiling voids, wall cavities and service risers. Therefore, we are unable to comment as to whether such elements are free from defect or infestation.
- Areas or building components that are covered up or permanently enclosed will not be inspected. Where risks exist in this regard, we will point these out and recommend opening up of the structure or fabric where this is merited to inspect such areas.
- As part of a typical survey inspection we endeavour to inspect all roof areas where safe access was provided, facades from ground level or other safe vantage points, the principle base building plant rooms and back of house areas and a reflective sample of the common areas and lettable office areas.
- Where a variety of multiple units are inspected, a random selection of each type of unit was inspected and used for the basis for this report. We have not prepared an exhaustive list of those minor defects or imperfections thought not to have a material bearing upon the proposed interest.
- We have not undertaken any work of a specific engineering nature, such as engineering calculations, structural analysis, testing or measurements as the report reflects our interpretation of the condition of the building as apparent from the inspection.
- Building services have been visually inspected where exposed to view only. No internal inspections have been undertaken of plant, equipment and machinery or where services are covered up or hidden by the building structural element or finishes. Building services have not been tested and no design calculations have been undertaken. If it is thought that a specific service or building element requires further testing or inspection, we will advise of this requirement. Further fees may be chargeable for these services if the visual inspection identifies areas of concern that require further intrusive investigation.
- The property has not been inspected specifically for termite infestation and we would only report on such if termite evidence was apparent during our inspection.
- This report is not a certification, a warranty or guarantee and has been scoped in accordance with the instructions given and the time allowed.
- The scope of the report is described within the body of this proposal and disciplines not specifically mentioned are excluded from this report.
- The report has been prepared for the benefit of the instructing entity only. This report is not to be reproduced, in whole or in part, without the express written authorisation of CBRE. The report may not be relied upon by any third party.
- No allowance has been made to provide vertical access equipment to allow for safe inspection of the roof. If there is a requirement for vertical access equipment, the cost will be charged in addition to the agreed fee. A 15% surcharge will apply.
- In regard to the services portion of this report, we have assumed that the services associated with the existing internal fit out are the tenant's responsibility and as such are not to be included within our review.
- Within this report, unless otherwise stated, we have commented on the condition of the property at the time of our inspection only, and we cannot guarantee that the property may be subject to damage or other adverse event following our inspection.
- Our investigation and report does not waive or relieve the project design team or contractor from their statutory and design obligations under their respective contracts.

ATTACHMENT 3 TERMS & CONDITIONS

In this Attachment:

Company means CBRE (A) Pty Limited ACN.

GST and Tax Invoice have the meanings given to those terms in A New Tax Systems (Goods and Services) Tax 1999

1. Instructing Party's Obligation to Assist

The Instructing Party agrees to provide all reasonable assistance to the Company to allow the Company to complete this instruction including providing all relevant documents and/or information the Instructing Party knows or ought reasonably to know will so assist the Company, at its own cost and in a timely fashion, including but not limited to:

- all information which the Company requests from time to time for the performance of the Services;
- reasonable access to the property/properties and to the Instructing Party's premises (if relevant) for the purpose of providing the Services.

The Instructing Party warrants that such information is complete and accurate.

2. Fees and Disbursements

The Company is entitled to be paid the Agreed Fee and the disbursements by the Instructing Party in consideration of the Company performing the Services.

The Company may invoice the Instructing Party for its reasonable out of pocket expenses incurred by the Company in the provision of the Services including travel, subsistence and document handling costs such as courier charges.

The Instructing Party must pay each Tax Invoice issued to it by the Company within 14 days of the date that the Instructing Party issues the Tax Invoice. A late payment fee of 2% per month (or part thereof) for any overdue amount may be charged by the Company.

All legal and debt recovery costs which the Company may incur in recovering overdue account balances from the Instructing Party will be fully recoverable from the Instructing Party as and when incurred.

3. Suspension of Services

The Company has the right to suspend its engagement where the Instructing Party fails to pay any invoiced fees and disbursements within the required time frame, by giving the Instructing Party seven days' notice in writing. Should the engagement be suspended by the

Company, all obligations by the Company to the Instructing Party cease to exist and, furthermore, all intellectual property that the Company receives from the Instructing Party prior to the engagement being suspended becomes the property of the Company and, unless otherwise agreed, the Company shall be free to use this information and value the property for any other party.

4. Return of Document

The Instructing Party agrees that the Company keep all papers and documents until the Agreed Fee and disbursements have been paid.

5. Intellectual Property

Any pre-existing intellectual property, which is recognised under any law, Copyright in any written work, drawing, compilation, table, graph and similar works created by or on behalf of the Company belongs to the Company.

6. Variation

The Terms of Engagement may only be varied in writing by mutual agreement of the parties.

7. Privacy Act

Any personal information collected and held by the Company in the course of providing the Services will only be used for purposes relating to the provision of services. More information about the manner in which the Company handles personal information is described in its privacy policy.

8. Assumptions and Reliance

The Instructing Party acknowledges that the Company:

- (a) will not verify the accuracy or completeness of information or materials provided to the Company;
- (b) the Services and any materials produced in the course of providing the Services are for the benefit of the Instructing Party and may not be relied on by any other party.

9. Indemnity

The Instructing Party indemnifies the Company against any liability, expense, loss, damage and cost in connection with a breach of the warranty given to the Company in paragraph 2.

ATTACHMENT 3 TERMS & CONDITIONS

10. Termination

Either party may terminate the Terms of Engagement by giving the other party at least 30 days' notice.

11. Current

Any materials including reports prepared in the course of the Services are current at the date of the production of the materials or date of report.

12. GST

Unless otherwise stated, all amounts payable are exclusive of GST. GST is payable by the Instructing Party in addition to the Agreed Fee, disbursements and any other moneys payable under the Terms of Engagement and the GST is payable at the same time as the amounts under the Company's Tax Invoice is payable.

13. Survival

Paragraphs 2 & 10 survive termination of the Terms of Engagement.

14. Assignment

The Instructing Party may not assign, novate, subcontract or transfer any part of this Terms of Engagement.

15. Application of clause

This paragraph 16 does not exclude or modify any condition or warranty implied into this Agreement, or any liability imposed on the Company, by law (including under the Trade Practices Act 1974 (Cth)), if to do so would contravene the law or make any part of this paragraph 16 void.

16. Exclusion of implied conditions and warranties

Subject to paragraph 16 the Company:

- (a) excludes any condition or warranty implied into this Terms of Engagement; and
- (b) limits its liability for breach of any implied condition or warranty that it cannot exclude to resupplying the Services or paying the cost of having those services resupplied.

17. Entirety of Terms of Engagement

These Terms of Engagement:

- a) constitute the entire understanding and agreement of the parties relating to the matters dealt within in;
- b) supersedes and extinguishes all prior agreements, statements, representations and understandings whether verbal or written between us relating to and the Services;

- c) is confidential (except where required to be disclosed by law).

18. Limitation of Liability

The Company accepts no responsibility or liability whatsoever for the Services unless full disclosure of all information likely to affect the valuation has been made.

Conditions, warranties or other rights for the Instructing Party's benefit may be implied or given in respect of these terms and conditions by Competition and Consumer Act 2010 (Cth), the Fair Trading Act 1986 (NZ) (as relevant) or other laws. Where it is not lawful or possible to exclude them, then those conditions, warranties or other laws apply but only to the extent required by law.

All other implied conditions, warranties and rights together with any implied by custom or other circumstances are excluded.

The Company limits its liability for breach of any implied condition, warranty or right to the extent allowed by law. Subject to the qualifications in the Competition and Consumer Act 2010 (Cth) or in other laws, the Company's liability for any breach of any such implied condition, warranty or right is limited in the case of services supplied to one of the following as the Company may determine:

- the supplying of the Services again; or
- the payment of the cost of having the Services supplied again.

Subject to the provisions of this clause and despite any implication arising from any other clauses of this agreement, the Company is not liable in contract or in tort for or in respect of any direct or indirect loss or damage suffered by the Instructing Party or any other person arising out of any breach or other act or omission in connection with its engagement, or for the acts or omissions, or any loss caused thereby, of the environmental consultant or any other sub-contractors used in the course of providing the Services.

Indirect loss includes, without limitation, any financial loss or expense including where caused by loss of use or of goodwill, loss of data or delay in the performance of any obligation together with any expense incurred in connection with that loss or in litigation or attempted litigation of that loss.

Dated

1/7/2019

Between

Rock Solid Holdings Limited

Landlord

and

Plumbing World Limited

Tenant

and

NZPM Group Limited

Guarantor



DEED OF LEASE

General address of the premises:

101 McLaughlins Road, Wiri, Auckland