DEED OF LEASE

FIFTH EDITION 2008 (2)

DEED made the That day of

May

20134

LANDLORD

FRED THOMAS DRIVE INVESTMENTS LIMITED company number 3197218 at Auckland

TENANT

PEAK PRIMARY LIMITED company number 2164507 at Auckland

CUARANTOR

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 *

Fred Thomas Drive Investments Limited

in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Landlord

Christopher Robert Smale

Print Full Name

(for a company specify position:

Director/Attorney/Authorised Signatory)

Signature of Landlord

Gregory John Smale

Print Full Name

(for a company specify position:

Director/Attorney/Authorised Gignatory)

* 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

DO

Peak Primary Lingited	- Court
in the presence of:	Signature of Tenant
	Logen Alan bowie
Much	
Witness Signature	Print Full Name (for a company specify position:
IAN THELON	Director/Attorney/Authorised Signatory)
	Λ
Witness Name	/
FINANCIAL CONPROLLE	
Witness Occupation 2.5 Asis Building	
2.5 Axis BUILDING	\times
1 awerano 25	Si to of Trans
Witness Address	Signature of Tenant
	Pelar Richard Fisher
	Print Full Name
	(for a company specify position:
	Director/Attorney/Authorised-Signatory)
*	
SIGNED by the Guarantor	
	Signature of Guarantor
in the presence of:	Signature of Oddiantor
	图 <u>图影为10至40景</u>
Mitagas Cignoturo	Print Full Name
Witness Signature	(for a company specify position. Director/Attorney/Authorised Signatory)
Witness Name	
	SW Windship
18011 822	
-Witness Occupation	
Witness Address	Signature of Guarantor
	D. A. F. J. Marra
	Print Full Name (for a company specify position:
	Director/Attorney/Authorised Signatory)
If appropriate, add:	
"by its director(s)" OR "by its duly appointed atto	orney"
Note: Signing by a company - to ensure that this doo	nument binds the company as a deed, it must be signed in
accordance with section 180 of the Companies A	ct 1993.
If two directors sign, no witnessing is necessary.	ignatory(ies) or attorney(ies) sign, signatures must be witnessed.
if only one director of a director and authorised s	B. m 1 (100) or mut 1 (100) - 10

SIGNED by the Tenant *

FIRST SCHEDULE

PREMISES: All that part of the Ground Floor of the Landlord's building at 2 Fred Thomas Drive, Takapuna as is shown as "Fred Thomas Health" on the attached Premises Plan.

CAR PARKS: See Attached.

TERM: Twelve (12) years

COMMENCEMENT DATE: The 8th July 2013

RIGHT'S OF RENEWAL: One (1) period of six (6) years

RENEWAL DATE\$: The 8th July 2025

FINAL EXPIRY DATE: (If the right of renewal is exercised) The 7th July 2031

ANNUAL RENT:

Premises

See Attached

plus GST

(Subject to review if applicable)

Car Parks \$

plus GST

TOTAL

\$

plus GST

MONTHLY RENT:

See Attached

plus GST

RENT PAYMENT DATES:

The 1st day of each month commencing on the 1st

day

of August

20 13

RENT REVIEW DATES:

(Delete where appropriate: if neither option is deleted, then option (a)

-applies)

(a) Each renewal date: The 8th July 2025.

OR

(b) (Insert dates):

ADJUSTMENT DATE:

The 8th July 2028

PROPORTION OF OUTGOINGS: (clause 3.1)

A fair and proper propgrtion as reasonably assessed by the Landlord.

DEFAULT INTEREST RATE: (clause 5.1)

% per annum

IMPROVEMENTS RENT PERCENTAGE: (clause 21.2)

BUSINESS USE: (clause 16.1) Medical practice together with ancillary related uses

(but subject to clauses 16.5 and 16.6)

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);

(Delete either (a) or (b): if neither option is deleted then option (a) applies)

OR at the option of the Landlord

(b) Indemnity to full insurable value (including loss damage or destruction of windows and other glass).

CAR PARKS:

40 car parks located immediately adjacent to the premises as shown shaded in blue on the car park plan in the Fourth Schedule use of which car parks must be shared with the cafe tenant in the Building and the cafe tenant will have 10 car parks (shaded yellow on the car park plan in the Fourth Schedule) which shall be shared with the Tenant (subject as provided in the Lease) (a total of 50 shared car parks). 21 car parks as shown in pink on the car park plan in the Fourth Schedule will be allocated for the exclusive use of the Tenant.

ANNUAL RENT:

(a) For the initial period of the Lease from the 8th July 2013 to the 22nd June 2014:

Premises	
Car parking	

1,360.22 m² @ \$235.00 per m² = 61 @ \$15 per car park per week =

319,651.70 47,580.00

Total

\$ 367,231.70

per annum (plus GST)

(b) For the period of the Lease from the 23rd June 2014 to the 7th July 2016:

Premises Car parking 1,360.22 m^2 @ \$350.00 per m^2 = 61 @ \$30 per car park per week =

476,077.00 95,160.00

Total

\$ 571,237.00

per annum (plus GST)

(c) For the period of the Lease from the 8th July 2016 to the 7th July 2019:

Premises Car parking 1,360.22 m^2 @ \$376.91 per m^2 = 61 @ \$32.31 per car park per week =

512,682.86 102,476.91

Total

\$ 615,159.77

per annum (plus GST)

(d) For the period of the Lease from the 8th July 2019 to the 7th July 2022:

Premises Car parking 1,360.22 m² @ \$405.89 per m² = 61 @ \$34.79 per car park per week =

552,103.37 110,356.42

Total

662,459.79

per annum (plus GST)

(e) For the period of the Lease from the 8th July 2022 to the 7th July 2025:

Premises Car parking 1,360.22 m² @ \$437.10 per m² = 61 @ \$37.47 per car park per week =

594,554.94

118,841.79

Total

\$ 713,396.73

per annum (plus GST)

0 fr 995

MONTHLY RENT:

For the initial period of the Lease from the 8th July 2013 to the 22nd June 2014:

Car parking

1,360.22 m² @ \$235.00 per m² = 61 @ \$15 per car park per week =

26,637.64 3,965,00

30,602,64 per calendar month (plus GST)

For the period of the Lease from the 23rd June 2014 to 7th July 2016:

Premises

 $1,360.22 \text{ m}^2$ @ \$350.00 per m² =

39,673.08

Car parking

61 @ \$30 per car park per week =

7,930.00

47,603.08

per calendar month (plus GST)

For the period of the Lease from the 8th July 2016 to the 7th July 2019: (c)

Premises Car parking

1,360.22 m² @ \$376.91 per m² = 61 @ \$32.31 per car park per week = 42,723.57 8,539.74

Total

51.263.31

per annum (plus GST)

For the period of the Lease from the 8th July 2019 to the 7th July 2022: (d)

Premises

 $1,360.22 \text{ m}^2 @ $405.89 \text{ per m}^2 =$

46,008.61

Car parking 61 @ \$34.79 per car park per week = 9,196.37

Total

55,204.98

per annum (plus GST)

For the period of the Lease from the 8th July 2022 to the 7th July 2025:

Premises Car parking

1,360.22 m² @ \$437.10 per m² = 61 @ \$37.47 per car park per week =

49,546.25 9,903.48

Total

59,449,73

per annum (plus GST)

JLS-184982-22-15-V2

OUTGOINGS

(clause 3)

- Rates or levies payable to any local or territorial authority.
- Charges for water gas electricity telephones and other utilities or services, including line charges.
- 3. Rubbish collection charges.
- New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
- Any insurance excess (but not exceeding \$\frac{\$500}{\$500}\$) in respect of a claim and insurance premiums and related valuation fees (clause 23).
- 6. Service contract charges for air conditioning, tifts, 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.
- The cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.
- Yard and car parking area maintenance and repair charges but excluding charges for structural repairs to any car parking area of the building. (it is acknowledged that repair of pot holes is not a structural repair).
- 11. Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses.
 Reasonable
 - 12. Management expenses.
 - 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.

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.

2.5 See Attached

10 A Cal 4035.2 hr1

2.5 Rent Adjustment

On the Adjustment Date specified in the First Schedule the rent shall be increased by 2.5% per annum compounded annually calculated on the rent payable as at the renewal date. For example, the calculation shall be as follows:

Where:

A is the rent payable as at the Renewal Date following determination of the rent to be payable as from the 8^{th} July 2028; and

D is the increased rent to apply as from the Adjustment Date.

m fell

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.
- 3.9 THE Landlord will provide the budget for the outgoings in each year of the term of the lease to the Tenant for Goods and Services Tax

 THE Landlord will provide the budget for the outgoings in each year of the term of the lease to the Tenant for review by the Tenant as soon as the budget has been finalised by the Landlord.
- 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

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.

(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;

reasonably

(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. This work will be carried out and completed in a good and tradesmanlike manner and generally to the satisfaction of 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.

9.2 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

- 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.

4035.2 hr1

7

Landlord may Repair

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

THE Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times to enter the 15.1 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

- THE Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to 16.1 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:
 - not in substantial competition with the business of any other occupant of the property which might be affected by the
 - (b) reasonably suitable for the premises; and
 - complying with the requirements of the Resource Management Act 1991, or any other statutory provisions relating to (c) 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.

- IF any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of 16.2 granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- IF the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully 16.3 stocked with appropriate merchandise for the efficient conduct of the Tenant's business
- The Tenant must at the cost of the Tenant provide for the safety and security of the Tenant's premises. Lease of Premises and Car Parks Only 16.5 & 16.6 & 16.7 See Attached.

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 after 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. 20.3 & 20.4 See Attached.

Compliance with Statutes and Regulations

- 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:
 - 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
 - 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.

Business Use

The Tenant acknowledges that the premises may not be used for the purposes of providing education services to members of the public including but without limitation the provision of language tuition. Notwithstanding the foregoing the provision of health seminars to medical professionals' ancillary to the Tenant's use will not be a breach of this provision.

Restriction on Use

16.6 The Tenant must not use the Premises for any use prohibited by the Lease or for providing a cafe or coffee bar.

Exclusivity

- 16.7 The Landlord agrees that for the term of the Lease including any renewal period (if applicable) provided the Tenant is:
 - (a) complying with the terms of the Lease; and
 - (b) is Peak Primary Limited and/or is conducting the Business Use of a medical practice,

then the Landlord will not lease any other premises at 2 or 4 Fred Thomas Drive owned by the Landlord for use for the provision of general medical and specialist medical services to members of the public. This provision does not mean that existing or new tenants could not use their premises as offices for medical related uses as long as they do not actually provide competing medical services to members of the public from those premises.

Signage

19.2 The Tenant acknowledges that while any part of the property at 4 Fred Thomas Drive, Takapuna is occupied by AON New Zealand that no signage will be permitted on the outside of the building at 4 Fred Thomas Drive by any insurance broker other than AON New Zealand.

Additions and Alterations

- 20.3 If the Landlord consents to the proposed additions or alterations to the interior of the buildings of which the premises form part then the Tenant as a condition of this consent must:
 - (a) Obtain all necessary consents and approvals for the proposed works;
 - (b) Carry out the proposed works in a proper and tradesmanlike manner in accordance with the provisions of the applicable Building Code and employing such contractors and consultants as have first been approved by the Landlord such approval not to be unreasonably withheld but in the case of works that affect the structure of the building or its services then the Tenant acknowledges that it will be reasonable for the Landlord to require the use of the Landlord's contractors and consultants;

TO \$ 985

- (c) Provide the Landlord with the code compliance certificate from the appropriate territorial authority that the works have been carried out in compliance with all consents; and
- (d) Pay any professional fees incurred by the Landlord in perusing the Tenant's plans and specifications and assessing the proposed additions and alterations.
- 20.4 If the Landlord shall authorise any alterations or additions the Tenant will not be required at the end or earlier termination of the term to reinstate the premises to the condition that they were in prior to the making of those alterations or additions unless the Landlord as a condition of consenting to any such alteration or addition required that such alteration or addition be reinstated at the end or earlier termination of the term. In taking into account whether it is reasonable for the Landlord to refuse consent to an alteration or addition the Landlord shall be entitled to take into account the terms of this clause 20.4.
- 20.5 Without limitation as at the Commencement Date the Lessor has advised that works in relation to the fitout of the sublease premises known as Radiology 2 to be used as a diagnostic nuclear imaging and CT facility including but without limitation works for shielding between the sublease premises and the Premises and other premises in the building and specialist fitout for that sublease, the Landlord reserves the right to require that those alterations and additions be removed at the expiry or earlier termination of the Lease at the cost of the Tenant and that the Tenant make good all damage caused by the installation and removal of those alterations and additions.

00 A 995

market

- 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 21.2 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.
- The Landlord warrants that allowing the Premises to be open to members of the public and allowing the use of the Premises 21.3 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.
- The Tenant, when undertaking any building work to the Premises, shall comply with all statutory requirements including the 21 4 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
- During the Term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the 21.5 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

- THE Tenant shall not: 22.1
 - 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;
 - 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;
 - use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business; or
 - 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

THE Landlord shall at all times during the term keep and maintain any buildings on the property insured under a policy of the 23.1 type shown in the First Schedule and such cover may extend to:

23.2 See Attached.

- a 12 month indemnity in respect of consequential loss of rent and outgoings;
- loss damage or destruction of any of the Landlord's fixtures fittings and chattels; or
- public liability.
- (d) earthquake cover for full replacement.

 Tenant not to Void Insurances

- 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: 24.1
 - shall make void or voidable any policy of insurance on the property; or
 - 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

- The Landlord will indemnify the Tenant for the cost of making good damage to the property or loss to the Landlord where the 25.1 Tenant is obligated to pay for making good such damage or loss, to the extent that:
 - the damage was not intentionally caused by the Tenant or those for whom the Tenant is responsible;
 - 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:
 - occurred on or about the property; and
 - constitutes an indictable offence within the meaning of the Summary Proceedings Act 1957; or
 - 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.

23.2 Throughout the term the Tenant is to take out and maintain the following:

- (a) a policy of public risk insurance applicable to the premises and the business carried on in the premises for an amount not less than \$2,000,000 (being the amount that may be paid out arising out of any one single accident or event) or such higher amount as the Landlord may reasonably require; and
- (b) an insurance policy in the name of the Tenant for the full insurable value on a reinstatement basis against all insurable risks covering all additions or alterations to the premises made by the Tenant and all of the Tenant's fixtures and fittings.

The above insurance policies are to be taken out and maintained with underwriters or a reputable insurance company and, as and when required by the Landlord, the Tenant is to provide the Landlord with copies of such policies and evidence of payment of the last premium.

De fall

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 untenantable 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 untenantable and:
 - 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 reentering 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

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

- 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 will 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. The Tenant is not obliged to remove the Tenant's fixtures and fittings.
- 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.
 - * other than the floor coverings in the Premises, the suspended ceilings, the sprinkler system and the lighting and heating ventilation and air-conditioning services

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;

9

- (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; by the assignee
 - (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.

34.4 See Attached.

UNIT TITLE COVENANTS

Body Corporate

35.1 THE expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 ("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

95.3 UNLESS the rules require the Landlord to insure the building 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.

34.4 When the Tenant or sub-tenant is a partnership, a retirement of an existing partner or admission of a new partner is taken to be an assignment or, where appropriate, a subletting of this lease.

W & 991

Car Parks See Attached

- 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.
- 36.5 THE Landlord will instigate a car park management system including signage in reasonable consultation with

GENERAL the Tenant and the tenant for the time being of the cafe premises in the building at 2 Fred Thomas Drive,

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

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 bylaws 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.
- 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.

/\ 4035.2 hr

Car Parks

The Tenant shall have the use of 40 car parks in common with the tenant from time to time of the cafe premises in the building at 2 Fred Thomas Drive, Takapuna and will have the use in common with the cafe premises in the building at 2 Fred Thomas Drive, Takapuna of the 10 car park spaces leased by the cafe unless it is agreed between the Tenant and the Landlord and the tenant of the cafe that the arrangement for use of the car parks needs to be altered.

W gt

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:
 - grant that consent; or
 - (ii) notify the Tenant in writing that the consent is withheld;
- (I) "rules" in clause 35 means both body corporate rules under the Unit Titles Act 1972 and body corporate operational rules under the Unit Titles Act 2010.

See Attached clauses 46 to 54

4035.2 Hr1

ADDITIONAL CLAUSES

46. First Right of Refusal

- 46.1 First Right of Refusal to Lease Space on Level 1
- 46.1.1 In the event that the whole of or any part of the first floor office space at 2 Fred Thomas Drive, Takapuna becomes vacant and the Landlord wishes to lease it (in such condition as the Landlord considers appropriate) ("First Floor Office Space") then the Landlord agrees that it will not during the initial two (2) years of the term of this Lease, lease any of the First Floor Office Space to a new tenant without first offering to lease the vacant First Floor Office Space to the Tenant. For the avoidance of doubt this first right of refusal will not apply after the initial two (2) years of the term of this Lease calculated from the initial Commencement Date (or during any renewed lease).
- 46.1.2 Any lease offer by the Landlord to the Tenant shall specify:
 - (a) The minimum rent that the Landlord is prepared to accept for the vacant First Floor Office Space; and
 - (b) The terms and conditions of lease proposed by the Landlord; and
 - (c) The terms and conditions mentioned in (b) above shall be set out in a formal Agreement to Lease.
- 46.1.3 If the Tenant declines to accept the lease offer so made or does not agree to lease the vacant First Floor Office Space for the rent and on the terms proposed by the Landlord within a period of 5 business days following receipt of such offer, the Landlord may lease the vacant First Floor Office Space to any other person so long as the rent and terms and conditions of lease are in all material respects no more advantageous to that person than the terms and conditions offered to the Tenant.
- 46.1.4 If the Landlord wishes to lease the vacant First Floor Office Space to any other person for a rent and otherwise on terms and conditions materially more favourable than the terms and conditions offered to the Tenant then the Landlord may not do so without first re-offering to lease the vacant First Floor Office Space to the Tenant in which case the foregoing provisions including this clause shall apply again.
- 46.1.5 The Tenant acknowledges that the First Floor Office Space is office space only and the permitted use of the First Floor Office Space is only for office use.

46.2 Naming Rights

In the event of the Landlord wishing to dispose of the naming rights for the building of which the premises form part at 2 Fred Thomas Drive ("Naming Rights") during the first two (2) years of the term of the Lease calculated from the Commencement Date and in addition the Tenant has entered into a lease of the entire First Floor Office Space by the date two (2) years from the Commencement Date and Peak Primary Limited is the Tenant then the Landlord shall first offer to grant such Naming Rights to the Tenant on terms and conditions specified in writing by the Landlord. Such offer shall attach the form of agreement to be entered into and set out the terms upon which the Landlord is prepared to grant Naming Rights for the building. If the Tenant wishes to accept the offer then the Tenant shall present to the Landlord an

executed agreement for acquisition of the Naming Rights (in duplicate) in the form presented by the Landlord. If the Tenant does not accept such offered terms and conditions in writing within ten (10) business days of the date of such offer by the Landlord (time being of the essence) then the Landlord shall be entitled to dispose of the Naming Rights to a third party on terms and conditions which are not materially more favourable to such a third party. For the avoidance of doubt it is acknowledged:

- (a) That no rights will arise under this clause unless clause 46.1.1 becomes operative (in the sole and absolute discretion of the Landlord); and
- (b) The Tenant enters into a lease of the First Floor Office; and
- (c) This occurs prior to the date two (2) years from the Commencement Date of the initial term of this Lease.

47. Tenant to Occupy Premises at its Risk

The Tenant agrees to occupy and use the premises at the Tenant's risk and releases to the full extent permitted by law the Landlord and the Landlord's employees and agents from all liabilities, claims and demands of any kind which may arise in respect of an accident, damage or injury occurring to any person or property in or about the premises unless it is due to breach of covenant under this lease by the Landlord or due to breach of statutory obligations by the Landlord.

48. Health and Safety in Employment Act

The Tenant acknowledges that it is aware of its obligations and duties under the Health and Safety in Employment Act 1992 and that:

- (a) The Tenant has written rules and procedures relating to health and safety which the Tenant shall follow to ensure the safety of its employees and persons attending the premises.
- (b) The Tenant shall identify possible hazards for its employees or other persons in the vicinity of the premises.
- (c) The Tenant shall take all practicable steps to eliminate, isolate or minimise the hazards and ensure that people working in the vicinity of the premises are not harmed by the hazards.
- (d) The Tenant shall maintain a register of accidents and conform with any code of practice and regulations promulgated in respect of the particular work being done.

49. Fire Safety

The Tenant acknowledges that it is aware of its obligations under the Fire Safety and Evacuation of Building Regulations 1992 and that it shall comply with its obligations under those regulations and in particular shall (if necessary) maintain an approved evacuation scheme.

50. Insurance

The Tenant acknowledges that the Landlord has not fully insured the Premises as there will be an insurance excess on the insurance policy on the premises from time to time and for the purposes of section 271(2) of the Property Law Act 2007 the Tenant acknowledges this and accepts liability for payment of such insurance excess as defined in the outgoings.

51. Property Law Act

The terms implied in this Lease by the Property Law Act 2007 are expressly excluded.

mo of gar

52. Landlord Warranty

The Landlord warrants to indemnify and keep the Tenant indemnified from and against any liability which the Tenant may suffer or incur and loss, damage, costs, expenses or charges, reasonably incurred or sustained by the Tenant arising directly or indirectly from anything which the Landlord or any previous owner or occupier of the land has done or failed to do which has caused the discharge of any Contaminant on to the Land. For the purposes of this clause a Contaminant has the same meaning as defined in section 2 of the Resource Management Act 1991.

53. Tenant Bank Guarantee

- 53.1 The Tenant must, as an essential term of this Lease, provide to the Landlord on or prior to the Commencement Date and as an essential term of this Lease maintain throughout the initial six (6) years of the term of the Lease the Bank Guarantee in terms of this clause 53.
- 53.2 The following terms have the following meaning:

"Bank Guarantee" means a Bank Guarantee in favour of the Landlord and its successors in title from a registered bank in New Zealand acceptable to the Landlord or some other bank first approved in writing by the Landlord on terms and in a form acceptable to the Landlord for the Guaranteed Amount;

"Guaranteed Amount" means the sum of \$484,000.00 plus GST.

- 53.3 The Tenant must deliver to the Landlord on or before the Commencement Date the Bank Guarantee for the initial six (6) years of the term of the Lease as security for the due and punctual observance and performance by the Tenant of the Tenant's obligations under the Lease.
- 53.4 If the Tenant fails to pay any rent or Outgoings when due under this lease or to do, observe and perform the Tenant's obligations under the Lease, and the Landlord has advised the Tenant by notice in writing of such breach or failure; providing the Tenant 10 working days to remedy the breach or failure; and the Tenant has failed to remedy the breach or failure within ten working days from receiving notice from the Landlord of a breach or failure, the Landlord may call upon the Bank Guarantee and apply so much of the Guaranteed Amount as is required to remedy the breach or failure of the Tenant.
- 53.5 If the Landlord calls upon and applies any part of the Guaranteed Amount then the Tenant must immediately provide a replacement Bank Guarantee so that the Landlord at all times throughout the initial six (6) years of the term of the Lease has the benefit of a Bank Guarantee for the full Guaranteed Amount.
- At the expiration of six (6) years from the Commencement Date of the Lease or the date of earlier termination of the Lease, if the Tenant is not indebted or otherwise liable to the Landlord for non-observance or non-performance of any of the Tenant's obligations under the Lease, the Landlord will release the Bank Guarantee.
- 53.7 If the Landlord assigns or transfers its interest in the Lease or the premises, then the Bank Guarantee must be assigned and transferred to the person to whom the Landlord assigns or transfers its interest under the Lease.

00 Angas

54. Security

- 54.1 In consideration for the Landlord entering into the Lease with the Tenant and in addition to the provision of the Tenant Bank Guarantee in terms of clause 53 the Tenant must grant the following security to the Landlord for the initial term under the Lease as follows:
 - 54.1.1 A first and only charge over any tenant bonds/bank guarantees from sub tenants and all sublease rentals and the Tenant's fitout of the Premises and any other fitouts in which the Tenant has any interest in in the Premises as further security for the Tenant's due and punctual payment and performance of all obligations under the Lease.
 - 54.1.2 An assignment by way of security over the sublease agreements entered into by the Tenant in relation to the Premises (and the benefit of the Tenant's rights under those agreements and the subleases entered into pursuant to them) exercisable by the Landlord in the following circumstances:
 - (a) if the rent under the Lease is in arrears 10 working days after any of the relevant 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; or
 - (b) in the case of breach by the Tenant of any other covenant or agreement (either express or implied) in the Lease, 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,

provided that if the Landlord requires such assignment, then the Landlord shall not exercise its right to require such assignment until a further period of 10 working days notice has been provided to the Tenant of the Landlord's intention to require such assignment and the Tenant has failed to remedy the relevant breach within that further period of time. Any such assignment will be exercisable at the sole discretion of the Landlord and the exercise and the ability to but non exercise of such rights will not waive or prejudice the rights and remedies of the Landlord against the Tenant under this Agreement or the Lease.

54.1.3 a second ranking general security agreement over all of the present and future assets and undertaking of Peak Primary Limited (ranking behind the first general security agreement to the ANZ National Bank Limited ("ANZ") with a priority sum approved by the Landlord) for unpaid rent, interest and outgoings arising from any default by the Tenant in performing fully of its obligations under the Lease or arising out of repudiation by the Tenant of the Lease or disclaimer or abandonment of the Lease by the Tenant or any liquidator, receiver or other person (and remaining following payment out to the Landlord of the Bank Guarantee and recovery of any monies under the first charge referred to above) such second charge being limited to a sum of \$1 million.

to GAS

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:

- 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.
- 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 Guaranter.
- 3. THE guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.
- AN assignment of the lease and any rent review in accordance with the lease shall not release the Guaranter 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.

900 (M) 4035.2 hr1

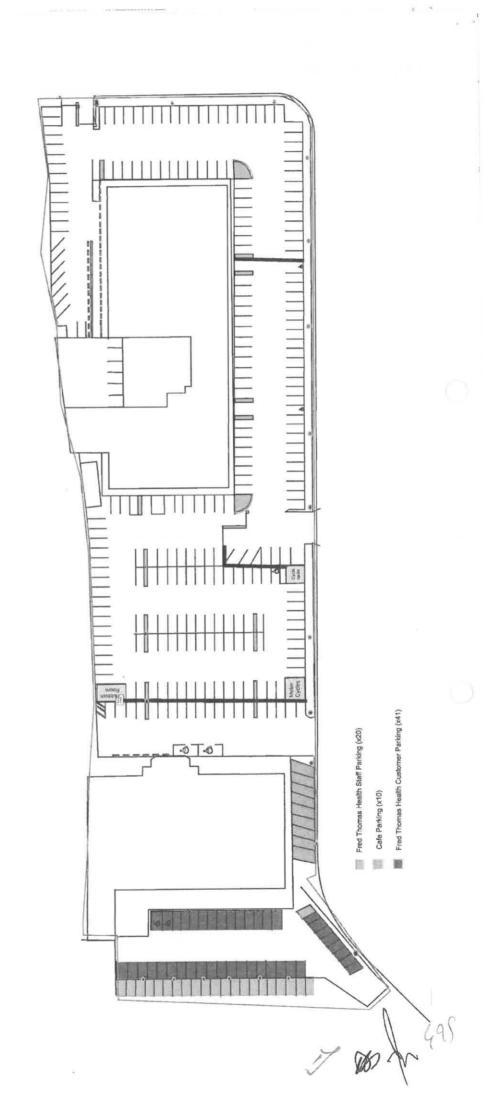
FOURTH SCHEDULE

CAR PARK PLAN

945 man 945

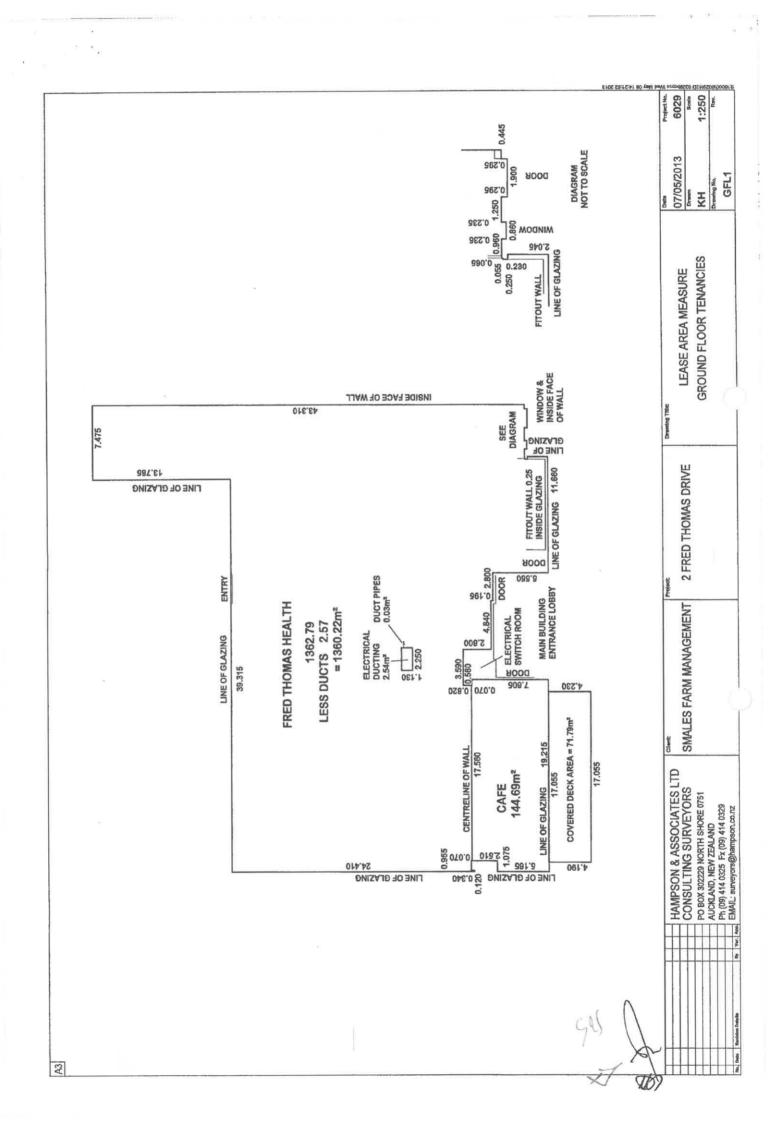
2-4 Fred Thomas Drive

Updated: 31.01.2014



PREMISES PLAN

The feat



LESSOR'S FIXTURES & FITTINGS

Carpet
Heating Ventilation and Air-conditioning
Sprinklers
Ceilings
Lighting

all sall

PREMISES CONDITION REPPORT

The premises are in first class order and condition having been newly constructed.

991

Dated

Between

FRED THOMAS DRIVE INVESTMENTS LIMITED

Landlord

and

Tenant

DEED OF LEASE

© AUCKLAND DISTRICT LAW SOCIETY INC 2011 REF. 4035

2015

FRED THOMAS DRIVE INVESTMENTS LIMITED

Landlord

PEAK PRIMARY LIMITED

Tenant

DEED OF VARIATION OF LEASE

RELATING TO PART GROUND FLOOR, 2 FRED THOMAS DRIVE, TAKAPUNA

KEEGAN ALEXANDER
BARRISTERS & SOLICITORS
AUCKLAND

day of Marl

2015

PARTIES

- FRED THOMAS DRIVE INVESTMENTS LIMITED company number 3197268 1. (Landlord)
- PEAK PRIMARY LIMITED company number 2164507 (Tenant) 2

BACKGROUND

- The Landlord and the Tenant are the present parties to a deed of lease dated 7 May 2014 in respect of premises at 2 Fred Thomas Drive Takapuna (Lease).
- The Lease currently provides for the Tenant to have exclusivity of use and the Tenant B. has agreed to limit its exclusivity of use rights in return for the Landlord releasing the security from which the Landlord currently benefits pursuant to clause 54.1.3 of the Lease. The parties have also agreed that as part of the transaction the Landlord will be entitled to an increase in the Guaranteed Amount pursuant to the Bank Guarantee equivalent to an additional six (6) months Annual Rent plus GST.
- The parties have agreed to enter into this Deed to record these variations together C. with other consequential amendments to the Lease as provided for in this Deed.

COVENANTS

- **Definitions and Interpretation**
- Lease Terms to Apply 1.1

In this Deed the definitions and rules of construction contained in the Lease will apply unless the context requires otherwise.

1.2 **Definitions**

In this deed the following additional definitions apply:

Annual Rent means the annual rent payable under the Lease (as varied by this Deed):

Deed means this deed of variation;

Effective Date means 28 February 2015.

Landlord means the first party to this Deed and includes the Landlord's successors, executors, administrators and assigns.

Tenant means the second party to this Deed and includes the Tenant's successor's executors, administrators and permitted assigns.

2 Variations to the Lease

The Lease is hereby amended from the Effective Date as follows:

2.1 Second Schedule

- 2.1.1 Restriction on Use: Clause 16.6 shall be deleted and the following inserted in its place:
 - "16.6 The Tenant must not use the Premises for any use prohibited by the Lease or for any of the following:
 - (a) providing a cafe or coffee bar;
 - (b) for ophthalmology and/or optometry use including (without limitation) medical, surgical and training services, testing and support services and retail sales of aids and devices in every case as the same relates to ophthalmology and/or optometry and the provision and use of any operating theatre for surgical procedures and recovery related to ophthalmology and/or optometry."
- 2.1.2 Exclusivity: Delete clause 16.7 and insert the following in its place:
 - "16.7 The Landlord agrees that for the term of the Lease including any renewal period (if applicable) provided the Tenant is:
 - (a) complying with the terms of the Lease; and
 - (b) is Peak Primary Limited and/or is conducting the business use of a medical practice.

then the Landlord will not lease any other premises at 2, 3 or 4 Fred Thomas Drive owned by the Landlord for use for the provision of general medical and specialist medical services to members of the public without having first obtained the prior written consent of the Tenant to the proposed use, which consent the Tenant shall not unreasonably or arbitrarily withhold or delay. The Tenant must respond to any written request for its consent under this clause 16.7 within seven days of such request being made by the Landlord. For clarity the use of any operating theatre(s) located on any part of 2, 3 and/or 4 Fred Thomas Drive by specialist medical practitioners at any time for any purpose as may be permitted by the Landlord will not breach this clause 16.7."

- 2.1.3 Assignment or Subletting: Insert a new clause 34.1(f) as follows:
 - "34.1(f) In the case of a sublease, the form of sublease must not permit the sub-tenant to change the business use of the sublet premises from the business use applying as at the commencement of the sub-lease, which use must first have been approved by the Landlord. The Tenant will not vary any sub-lease once it has been approved by the Landlord or waive

80,

any of its rights under the sub-lease in relation to business use of the sub-let premises. Without limitation to any other provision of this lease relating to use, the Tenant acknowledges that it shall not grant a sub-lease which allows a business use of the sub-let premises or any part which will breach the terms of this lease."

2.1.4 **Tenant Bank Guarantee:** Clause 53.2 shall be amended by deleting reference to "\$484,000.00 plus GST" and instead inserting reference to "\$808,806.00 plus GST"

3 Further Variation to the Lease

- 3.1 As from the date on which the Tenant has delivered to the Landlord the Bank Guarantee for the increased amount of \$808,806.00 plus GST as provided in accordance with the amendments to clause 53.2 of the Lease achieved by clause 2.1.4 of this Deed, the following variation shall immediately have effect:
 - 3.1.1 Second Schedule, Security: Clause 54.1.3 shall be deleted and the general security agreement granted pursuant to that clause will be released.

4 Consent and Waiver of Tenant Rights under Clause 16.7

The Landlord is proposing to grant a lease of ground floor premises to be 4.1 constructed at 3 Fred Thomas Drive (New Premises) to Auckland Eye Limited (or to one of its associated entities) (Auckland Eye) to use the New Premises for ophthalmology and/or optometry use including (without limitation) medical, surgical and training services, testing and support services and retail sales of aides and devices and to include the provision and use of an operating theatre or theatres for any surgical procedures (whether or not relating to ophthalmology and/or optometry) (Proposed Lease). Pursuant to clause 16.7 of the Lease (as varied by this Deed), the Tenant hereby consents to the grant of the Proposed Lease of the New Premises notwithstanding that the business use under the Proposed Lease would otherwise breach the Landlord's obligations under clause 16.7 of the Lease. For clarity the Tenant's consent is given in relation to the New Lease for the duration of the term of the New Lease and all renewal terms, irrespective of the party in whom the Proposed Lease may from time to time be vested as tenant.

5 Waiver of Landlord Rights under clause 16.6

The Landlord acknowledges the existence of the sublease dated 3 February 2015 made between the Tenant (as landlord) and Archibald Joseph McGeorge (as tenant) of premises on part ground floor 2 Fred Thomas Drive comprising part of the premises the subject of the Lease (Approved Sublease) and to the extent necessary the Landlord waives its rights under clause 16.6(b) of the Lease (as varied by this Deed) in relation to the Approved Sublease only provided that the Tenant will not permit any change in the business use under the Approved Sublease.

GUS

6 Confirmation of other Lease Covenants

6.1 The Tenant shall continue to hold Premises and the Carparks on the same terms as expressed and implied in the Lease as varied by this Deed and the provisions contained and implied in the Lease are confirmed and continue and remain in full force and affect for the Term including any provision for review of rent.

7 Costs

7.1 Each party shall be responsible for its own legal costs and disbursements of and incidental to the negotiation, preparation and execution of this Deed.

0 0

Director

EXECUTED AS A DEED

SIGNED by FRED THOMAS DRIVE INVESTMENTS LIMITED as Landlord)	G. Chali	Director
SIGNED by PEAK PRIMARY LIMITED as Tenant)	1 Donne	Director



Level 23, ANZ Centre 23-29 Albert Street Auckland 1010, Tel: 09 252 6287 Fax: 09 353 8809 SWIFT: ANZBNZ22102



Guarantee No. GO135461166

Beneficiary:

Fred Thomas Drive Investments Limited Private Bag 93-504 North Shore City 0740 Auckland Applicant:
Peak Primary Ltd
Axis Building
5/91 St Georges Bay Road
Parnell
Auckland

Date of issue: August 18, 2015

Guarantee Amount:

Not Exceeding NZD 930,126.90 Nine Hundred Thirty Thousand One Hundred Twenty Six and 90/100 New Zealand Dollars

Original Guarantee Amount:
Not exceeding NZD556,600.00
Five Hundred Fifty Six Thousand Six Hundred
New Zealand Dollars

AMENDED TERMS

We hereby confirm that the amount of the guarantee has been increased to NZ\$930,126.90

Clause 9 of the original guarantee has been replaced by the following clause:

In the event the Beneficiary reaches agreement to sell or assign all or part of its interests in the subject Lease (as defined in the Underlying Relationship), the parties agree that no assignment of the Benefiary's rights under this Guarantee will be effective unless and until the Beneficiary has given ANZ notice in writing of any assignment advising the address and details of the Assignee.

All other terms and conditions to remain the same.

This amendment forms an integral part of the original Guarantee and must accompany all documents at time of presentation.

Signed for and on behalf of ANZ Bank New Zealand Limited By its duly authorised Officer

Bryn Meredith

Manager Guarantees

GO135461166

Page 1 of 1

ORIGINAL

Nicola Howson

From:

Nicola Howson on behalf of Rachel Enderby

Sent:

Thursday, 27 August 2015 4:47 p.m.

To:

Nicola Howson

Subject: Attachments: FW: Peak Primary Limited - 2 Fred Thomas Drive, Takapuna - Bank Guarantee Discharge of Financing Statement.pdf; Financing Statement Details Verification.pdf

From: Kelly Hosken [mailto:kelly.hosken@greencrosshealth.co.nz]

Sent: Wednesday, 19 August 2015 1:26 PM

To: Rachel Enderby

Subject: FW: Peak Primary Limited - 2 Fred Thomas Drive, Takapuna - Bank Guarantee

Hi Rachel

Please refer advice received below from ANZ in response to your queries.

Regards

Kelly

Lelly Hosken | Business Support Co-ordinator

Green Cross Health

Medical Division | Level 1, 124 Vautier St | Napier 4110 | New Zealand

DDI: +64 6 834 2381 | Fax +64 6 835 4783

kelly.hosken@greencrosshealth.co.nz Websites www.careforyou.co.nz | www.greencrosshealth.co.nz

PRIVACY & CONFIDENTIALITY NOTICE

Information contained in this email is confidential and is intended for the use of the addressee only. If you are not the intended recipient please notify us immediately. Any dissemination, distribution, copying or use of the information without our prior consent is strictly prohibited.

From: Paulin, Christopher [mailto:Christopher.Paulin@anz.com]

Sent: Wednesday, 19 August 2015 1:22 p.m.

To: Kelly Hosken < kelly.hosken@greencrosshealth.co.nz>; Bonnett, Gregory < Gregory.Bonnett@anz.com>

Cc: Roger Bowie < roger.bowie@greencrosshealth.co.nz>

Subject: RE: Peak Primary Limited - 2 Fred Thomas Drive, Takapuna - Bank Guarantee

Hi Kelly

We confirm that Bryn Meredith is currently a duly authorised officer for executing ANZ Bank guarantees. Additionally we are comfortable that the original guarantee is kept by your client (as the amendment is to be taken in consideration with the original document).

Please advise once the PPSR charge has been discharged.

Regards

Chris

Chris Paulin | Relationship Associate - Healthcare Commercial & Agri, ANZ

Level 21, ANZ Centre, 23-29 Albert Street, Auckland Telephone +64 (09) 252 4519 | Lax +64 (09) 252 3032

Lmail christopher.paulin@anz.com

From: Kelly Hosken [mailto:kelly.hosken@greencrosshealth.co.nz]

Sent: Wednesday, 19 August 2015 12:04 p.m. **To:** Bonnett, Gregory; Paulin, Christopher

Cc: Roger Bowie

Subject: FW: Peak Primary Limited - 2 Fred Thomas Drive, Takapuna - Bank Guarantee

Importance: High

Hi Greg/Chris

Further to my voicemail to Greg, can you please refer to Rachel's highlighted requests below; can you please provide email confirmation to me ASAP?

Thanks

Kelly

Kelly Hosken | Business Support Co-ordinator

Green Cross Health

Medical Division | Level 1, 124 Vautier St | Napier 4110 | New Zealand

DDI: +64 6 834 2381 | Fax +64 6 835 4783

'elly.hosken@greencrosshealth.co.nz Websites www.careforyou.co.nz | www.greencrosshealth.co.nz

PRIVACY & CONFIDENTIALITY NOTICE

Information contained in this email is confidential and is intended for the use of the addressee only. If you are not the intended recipient please notify us immediately. Any dissemination, distribution, copying or use of the information without our prior consent is strictly prohibited.

From: Rachel Enderby [mailto:REnderby@keegan.co.nz]

Sent: Wednesday, 19 August 2015 11:51 a.m.

To: Kelly Hosken < kelly.hosken@greencrosshealth.co.nz>

Cc: Marina Sardelic < MSardelic@keegan.co.nz >; Rose Smits < rose@smalesfarm.co.nz > Subject: Peak Primary Limited - 2 Fred Thomas Drive, Takapuna - Bank Guarantee

Hi Kelly,

Following our discussions yesterday I have this morning received the original of the ANZ Amended Terms for bank guarantee number G0135461166. I am checking the PPSR entry and will email you shortly regarding release arrangements but in the meantime as per the penultimate paragraph of my email of Friday, please obtain confirmation om ANZ that Bryn Meredith is currently a duly authorised officer for the purpose of executing ANZ Bank guarantees. Email confirmation from ANZ will be sufficient.

Finally, since the Amended Terms for the bank guarantee received this morning is a one page document (copy **attached**) and amends the original guarantee dated 3 July 2013, my client will also need to retain that original guarantee rather than returning it to ANZ. Please confirm this is agreed.

Kind regards

Rachel

Rachel Enderby Solicitor (Admitted in England and Wales)



Tel +64 9 303 1829 | www.keegan.co.nz Level 24, 151 Queen St, (PO Box 999) Auckland 1140

The information contained in this e-mall is confidential information and may also be legally privileged, intended for the individual or entity named above. If you are not the intended recipient, you are hereby notified that any use, review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error please notify us by telephone (call collect to the person and number above and destroy the original message). Thank you.

This e-mail and any attachments to it (the "Communication") is, unless otherwise stated, confidential, may contain copyright material and is for the use only of the intended recipient. If you receive the Communication in error, please notify the sender immediately by return e-mail, delete the Communication and the return e-mail, and do not read, copy, retransmit or otherwise deal with it. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Australia and New Zealand Banking Group Limited ABN 11 005 357 522, or any of its related entities including ANZ Bank New Zealand Limited (together "ANZ"). ANZ does not accept liability in connection with the integrity of or errors in the Communication, computer virus, data corruption, interference or delay arising from or in respect of the Communication.

The information contained in this e-mail is confidential information and may also be legally privileged, intended for the individual or entity named above. If you are not the intended recipient, you are hereby notified that any use, review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error please notify us by telephone (call collect to the person and number above and destroy the original message). Thank you.

ttention

he information contained in this message and or attachments is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you have received this message in error, please notify the sender or itsupport@gxh.co.nz immediately and destroy the original message.



Level 23, ANZ Centre 23-29 Albert Street Auckland 1010, Tel: 09 252 6287 Fax: 09 353 8809 SWIFT: ANZBNZ22102



Guarantee No. GO135461166

Beneficiary: Fred Thomas Drive Investments Limited Private Bag 93-504 North Shore City 0740 Auckland

Date of issue: July 03, 2013

Guarantee Amount: Not Exceeding NZD 556,600.00 Five Hundred Fifty Six Thousand Six Hundred and 00/100 New Zealand Dollars Applicant: Peak Primary Ltd Axis Building 5/91 St Georges Bay Road Parnell Auckland

Hundred and

DEMAND GUARANTEE

ANZ Bank New Zealand Limited (ANZ) issues its Demand Guarantee (Instrument) as follows:

Type of Instrument: Financial Guarantee

Instrument No: GO135461166

Applicant: Peak Primary Limited of Axis Building, 2:5/91 St Georges Bay Road. Parnell, Auckland

Beneficiary: Fred Thomas Drive Investments Limited of Private Bag 93-504, North Shore City 0740, Auckland

Underlying Relationship:Lease of premises at 2 Fred Thomas Drive, Takapuna

Maximum Amount:NZD556,600.00 Five Hundred and Fifty Six Thousand, Six Hundred 00/100 New Zealand Currency

Place of Presentation: ANZ Bank New Zealand Limited of Level 23, ANZ Centre, 23-29 Albert Street, Auckland, New Zealand or such other address as notified in writing to the Beneficiary by ANZ from time to time (ANZ's Office)

Form of Presentation: Paper delivered personally or by courier to ANZ's Office in one lot

Required Documents: Not applicable

Required language:Demands, documents and notices issued or required in connection with this Instrument shall be in the language of the Instrument.





Expiry:On the first to happen of

- (i)ANZ receiving notice from the Beneficiary at the ANZ's Office that this Instrument is no longer required,
- (ii)ANZ has paid the Maximum Amount,
- (iii) the return of this Instrument to ANZ's Office or
- (iv)4:00 p.m. on 01 July 2019 at ANZ's Office, subject to Clause 7 below

Party liable for charges: All charges are for the account of the Applicant

Issue Date: 03 July 2013

Terms:

- ANZ Irrevocably undertakes to pay the Beneficiary any sum or sums not exceeding in aggregate the Maximum Amount upon presentation in the form indicated above to ANZ of the Beneficiary's compliant demand together with the Required Documents (if any) listed above.
- 2. Demands can only be made by the Beneficiary and must
- (I) be marked as drawn under this Instrument,
- (ii) request payment of all or part of the Maximum Amount and
- (iii) specify the bank account of the Beneficiary into which payment is to be made by ANZ.
- 3. Demands must be received at ANZ's Office on or before the Expiry of the Instrument. ANZ will not recognise or pay a demand made after the Expiry of this Instrument.
- Other notices in connection with this Instrument must be signed and delivered personally or by courier to ANZ's Office.
- 5. Payments under this Instrument will be made electronically to an account of the Beneficiary only, without ANZ giving prior notice of the payment to the Applicant, despite the Applicant giving any notice to ANZ not to pay the amount payable under this Instrument, without regard to the performance or non-performance of the Applicant or Beneficiary under the Underlying Relationship in any respect and notwithstanding any alterations to the terms of the Underlying Relationship or any extensions of time or any other forbearance or indulgence by the Beneficiary or Applicant to the other.
- 6. ANZ may rely entirely on the face alone of any demand, notice or Required Document presented to it under this Instrument and has no responsibility or obligation to investigate or satisfy itself as to the authenticity or correctness of the matters stated in, the signatures on, or the positions of such





signatories stated in a demand, notice or Required Document or capacity or entitlement of a party to give and execute a demand, notice or Required Document.

- 7. ANZ may at any time, without being required to do so, pay the Beneficiary the Maximum Amount or, after having made a part payment of the Maximum Amount, the balance outstanding or any lesser amount that the Beneficiary may require and thereupon this Instrument expires.
- 8. The Beneficiary must return this Instrument to ANZ's Office immediately after it expires.
- This Instrument is personal to the Beneficiary. The Beneficiary cannot assign, transfer, charge or otherwise deal with its rights under this Instrument and ANZ will not recognise any purported assignment, transfer, charge or other dealing.
- 10. Nothing in this Instrument obliges ANZ to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to ANZ.
- 11. This Instrument will be decided in accordance with the laws of New Zealand and is subject to the jurisdiction of the courts of New Zealand

Signed on behalf of ANZ Bank New Zealand Limited By its duly authorised Officer

Bryn Meredith Manager Guarantees

DEED OF ACKNOWLEDGEMENT

To: FRED THOMAS DRIVE INVESTMENTS LIMITED We acknowledge receipt of the notice dated 31 Peak Primary Limited ("Sublessor"). The notice is of the irrevocable and unconditional assignment by the Sublessor of the rights and moneys mentioned in the notice. We note that the Sublessor has appointed you its attorney for the purpose of the sublease made between the Sublessor and Fred Thomas Health Pharmacy Limited which sublease has been assigned to us from the effective date of 1 August 2015 ("Sublease"). We confirm that we will not vary or surrender the Sublease without your prior written consent. This is without prejudice to the exercise by us of all or usual rights and remedies under the Sublease. We also confirm to you that the Sublease is valid and enforceable and constitutes the entire agreement between us and there are no variations, side letters or other agreements or arrangements of any kind whatsoever which affect the Sublease or our obligations under it and nor have we received any notice of any prior assignment of the Sublease by the Sublessor. We acknowledge that although rights and benefits of the Sublessor under the Sublease have been assigned to you, the Sublessor remains fully liable for the performance of all of its obligations to us under the Sublease and you have no liability to perform any obligations under the Sublease and we have no right to enforce the Sublease against you (whether pursuant to section 11 of the Contractual Remedies Act 1979 or otherwise at law). To the extent necessary to give effect to the foregoing, the Sublease shall be deemed to have been amended accordingly. We further agree that the remedies of damages and cancellation shall not be enforceable against you under the Sublease. SIGNED for and on behalf of FRED THOMAS PHARMACY (2015) UMITED in the Signatur presence of: Print Full Name and Specify Description (Director/Secretary/Attorney/Authorised Signatory) Signature Print Full Name and Specify Description (Director/Secretary/Attorney/Authorised Signatory) Witness Address

NOTICE OF ASSIGNMENT

Date: 31 July 2015

To: FRED THOMAS PHARMACY (2015) LIMITED

- We refer to the undated Deed of Sublease between Peak Primary Limited and Fred Thomas
 Health Pharmacy Limited that commenced on 6 July 2013 and which Sublease has been
 assigned to you with effect from 1 August 2015 ("the Sublease").
- Please note that we have irrevocably and unconditionally assigned to Fred Thomas Drive Investments Limited ("Assignee") absolutely by way of security all of the right, title and interest in and to our rights, powers and benefits under the Sublease. We have also appointed the Assignee and any of its directors severally to be our lawful attorney in connection with all matters arising out of or in connection with our rights, powers and benefits under the Sublease.
- Please also note that we have agreed with the Assignee not to vary or agree to vary any of the provisions of the Sublease without the prior written consent of the Assignee.
- 4. The rights we have assigned to the Assignee include all claims or moneys due and to become due to us under, all claims for damages arising out of any breach of, the right to receive all communications under, and the right to give any consents, or approvals under, the Sublease. Notwithstanding the fact that we have so assigned our right, title and interest in the Sublease to the Assignee, we are to remain responsible for the performance of all the obligations contained in the Sublease and the Assignee is not bound to undertake any such obligations and shall not incur any liability under the Sublease. For the avoidance of doubt, the Assignee has no obligation or liability to you under the Sublease and we shall at all times remain responsible for the performance of all our obligations under the Sublease and for any failure to comply with our obligations under the Sublease. Please note that the assignment specifically precludes the remedies of damages and cancellation as against the Assignee, for the purposes of section 11 of the Contractual Remedies Act 1979 and (to the extent necessary to give effect to it) the Sublease shall be deemed to have been amended accordingly.
- Accordingly any such moneys which may be payable by you to us should only upon receipt
 by you of written direction from the Assignee be paid to the Assignee at c/- Keegan
 Alexander, PO Box 999, Auckland or as the Assignee may from time to time direct.
- Please note that the instructions contained herein may only be varied or revoked on the written instruction of the Assignee.
- Please acknowledge receipt of this notice of assignment by signing the form of deed of acknowledgement attached to this letter and returning the same to the Assignee.

Peak Primary Ltd

PHA222.41.162:hrm



Level 23, ANZ Centre 23-29 Albert Street Auckland 1010. Tel: 09 252 6287

Fax: 09 353 8838

Guarantee No. GO215541166

Beneficiary: Peak Primary Limited Level 1, 124 Vautier Street Napier

Date of issue: July 31, 2015

Date of issue: Not Exceeding NZ\$125,721.48 One Hundred and Twenty-Five Thousand Seven Hundred and Twenty-One Dollars & 48/100 New Zealand currency New Zealand Dollars

Applicant:

Fred Thomas Pharmacy (2015) Limited Building B, 602 Great South Road Greenlane, Audkland

International

Trade Services

Auckland

N.Z

ANZ DEMAND GUARANTEE

ANZ Bank New Zealand Limited (ANZ) issues its Demand Guarantee (Instrument) as follows:

Type of Instrument:

Financial Guarantee

Instrument No:

GO215541166

Applicant:

Fred Thomas Pharmacy (2015) Limited of Building B, 602 Great South Road,

Greenlane, Auddand

Beneficiary:

Peak Primary Limited of Level 1, 124 Vautier Street, Napier

Underlying Relationship: Sublease of part ground floor, 2 Fred Thomas Drive, Takapuna

Maximum Amount:

NZ\$125,721.48 (One Hundred and Twenty-Five Thousand Seven Hundred and

Twenty-One Dollars & 48/100 New Zealand currency)

Place of Presentation:

Level 23, ANZ Centre, 23-29 Albert Street, Auckland, NZ or such other address as

notified in writing to the Beneficiary by ANZ from time to time (ANZ's Office)

Form of Presentation:

Paper delivered personally or by courier to ANZ's Office in one lot

Required Documents:

Not applicable

Required language:

Demands, documents and notices issued or required in connection with this

Instrument shall be in the language of the Instrument.

Explry:

On the first to happen of

(f) ANZ receiving notice from the Beneficiary at the ANZ's Office that this

Instrument is no longer required,

(ii) ANZ has paid the Maximum Amount,

(iii) the return of this Instrument to ANZ's Office.

Party liable for charges: All charges are for the account of the Applicant Terms:



Level 23, ANZ Centre 23-29 Albert Street Auckland 1010, Tel: 09 252 6287

Tel: 09 252 6287 Fax: 09 353 8838



- ANZ irrevocably undertakes to pay the Beneficiary any sum or sums not exceeding in aggregate the Maximum Amount upon presentation in the form indicated above to ANZ of the Beneficiary's compliant demand together with the Required Documents (if any) listed above.
- 2. Demands can only be made by the Beneficiary and must
 - (i) be marked as drawn under this Instrument.
 - (ii) request payment of all or part of the Maximum Amount and
 - (iii) specify the bank account of the Beneficiary into which payment is to be made by ANZ.
- Demands must be received at ANZ's Office on or before the Expiry of the Instrument. ANZ will not recognise or pay a demand made after the Expiry of this Instrument.
- Other notices in connection with this Instrument must be signed and delivered personally or by courier to ANZ's Office.
- Payments under this Instrument will be made electronically to an account of the Beneficiary only, without ANZ giving prior notice of the payment to the Applicant, despite the Applicant giving any notice to ANZ not to pay the amount payable under this Instrument, without regard to the performance or non-performance of the Applicant or Beneficiary under the Underlying Relationship in any respect and notwithstanding any alterations to the terms of the Underlying Relationship or any extensions of time or any other forbearance or indulgence by the Beneficiary or Applicant to the other.
- 6. ANZ may rely entirely on the face alone of any demand, notice or Required Document presented to it under this Instrument and has no responsibility or obligation to investigate or satisfy itself as to the authenticity or correctness of the matters stated in, the signatures on, or the positions of such signatories stated in a demand, notice or Required Document or capacity or entitlement of a party to give and execute a demand, notice or Required Document.
- 7. ANZ may at any time, without being required to do so, pay the Beneficiary the Maximum Amount or, after having made a part payment of the Maximum Amount, the balance outstanding or any lesser amount that the Beneficiary may require and thereupon this Instrument expires.
- 8. This Instrument may be assigned by the Beneficiary to any assignee or successor in title to the Beneficiary who is entitled from time to time to receive payment of rent from the subtenant under the sublease referred to as the Underlying Relationship above, provided ANZ Bank New Zealand Limited receives written notice of any such assignment.
- ANZ does not have to do anything under this instrument if ANZ considers that doing so would breach
 any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or
 regulations.
- This Instrument will be decided in accordance with the laws of New Zealand and is subject to the jurisdiction of the courts of New Zealand

Signed for and on behalf of ANZ Bank New Zealand Limited
By its duly authorised Manager

Bryn Meredith Manager Guarantees

ORIGINAL

Rachel Enderby

From:

Baker, Nicola [Nicola.Baker@anz.com]

Sent:

Monday, 3 August 2015 2:25 PM

To:

Rachel Enderby Bonnett, Gregory

Cc: Subject:

FW: Fred Thomas - Bank Guarantee

Categories:

IDM-P. IDM

Hi Rachel,

Your request (in red) below has been passed to me.

I confirm that Bryn Meredith is authorised to sign Bank Guarantees on behalf of ANZ Bank New Zealand Limited.

Kind regards,

Nicola Baker | ANZ | Senior Counsel | Legal Group Level 27, ANZ Centre, 23-29 Albert Street, P O Box 92210, Auckland, New Zealand Phone: +64 9 252 3164 | Mobile:021 280 2839 | Fax: +64 9 252 3165

From: Rachel Enderby [mailto:REnderby@keegan.co.nz]

Sent: Monday, 3 August 2015 11:10 a.m.

To: Helen Morgan Cc: Kelly Hosken

Subject: RE: Fred Thomas - Bank Guarantee

Hi Helen,

In relation to the assignor release, my client will agree to the release contained in the Fourth Schedule of the deed of assignment provided that Peak Primary supply written confirmation that Fred Thomas Health Pharmacy Limited has complied with all of its obligations under the sublease. By copy of this email to Kelly perhaps she can confirm by email which will be sufficient.

Thank you for the bank guarantee which I note has been issued in the form as previously requested. For record urposes it would be helpful if you could obtain confirmation that Bryn Meredith is authorised to execute bank guarantees on behalf of ANZ.

Once the assignment deed has been executed by all parties with the exception of my client please courier originals of the assignment deed, deed of acknowledgement, notice of assignment and the bank guarantee to me for retention by my client post execution, accompanied by irrevocable authority from Peak Primary to retain the same. At that point I will confirm the final position on my client's legal costs which will need to be settled prior to my client executing.

Kind regards,

Rachel

Rachel Enderby Solicitor (Admitted in England and Wales)



From: Helen Morgan [mailto:Helen,Morgan@cmqlaw.co.nz]

Sent: Monday, 3 August 2015 8:47 AM

To: Rachel Enderby

Subject: FW: Fred Thomas - Bank Guarantee

Good morning Rachel

Further to our discussions and emails on Friday, please find attached a copy of the bank guarantee put in place by our client for this matter.

We would appreciate you advising by return whether your client consents to the form of the assignment of lease, with the inclusion of the release clause for the assignor.

Many thanks Helen Morgan Partner

'hone: +64 9 831 0033 M: +64 211946888

COOK MORRIS QUINN

This electronic communication (including any attachments) is confidential and may be privileged. If you are not the intended recipient client legal privilege is not waived or lost, and you must not use, disclose, distribute, retransmit or copy this communication or any of its contents - please inform us immediately by return email or collect telephone call (+64 9 831 0033) and delete this communication from your information system. Cook Morris Quinn is not responsible for any changes made to, or interception of, this communication after sending, and is not responsible for the consequences of any virus or other defect, nor for any breach of confidence arising through use of electronic communications. Nothing in this communication designates an information system for the purposes of section 11(a) of the New Zealand Electronic Transactions Act 2002.

The information contained in this e-mail is confidential information and may also be legally privileged, intended for the individual or entity named above. If you are not the intended recipient, you are hereby notified that any use, review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error please notify us by telephone (call collect to the person and number above and destroy the original message). Thank you.

This e-mail and any attachments to it (the "Communication") is, unless otherwise stated, confidential, may contain copyright material and is for the use only of the intended recipient. If you receive the Communication in error, please notify the sender immediately by return e-mail, delete the Communication and the return e-mail, and do not read, copy, retransmit or otherwise deal with it. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Australia and New Zealand Banking Group Limited ABN 11 005 357 522, or any of its related entities including ANZ Bank New Zealand Limited (together "ANZ"). ANZ does not accept liability in connection with the integrity of or errors in the Communication, computer virus, data corruption, interference or delay arising from or in respect of the Communication.

DEED OF ASSIGNMENT OF LEASE

GENERAL address of the premises:

Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas

DATE: 31

JULY

2015

ASSIGNOR:

Fred Thomas Health Pharmacy Limited (company number 4397307)

ASSIGNEE:

Fred Thomas Pharmacy (2015) Limited (company number 5729867)

SHAREHOLDER(S) and DIRECTOR(S):(of Assignor)

GUARANTOR: (of Assignee)

LANDLORD: Peak Primary Limited (company number 2164507)

HEAD LANDLORD Fred Thomas Drive Investments Limited (compay nymber 3197268)

THE ASSIGNOR assigns to the Assignee all the Assignor's estate and Interest in the Premises and the Lease as set out in the First Schedule.

THE ASSIGNOR, the Assignee and the Landlord agree and acknowledge as set out in the Second Schedule.

THE GUARANTOR guarantees as set out in the Third Schedule,

THE ASSIGNOR and the Shareholder(s) and Director(s) (if any) and the Assignee agree as set out in the Fourth Schedule.

THE ASSIGNOR, the Assignee, the Landlord and the Guarantor all acknowledge that the Lease expires on the Expiry Date of Current Term set out in the First Schedule and the rent is the Annual Rent set out in the First Schedule.

THE LANDLORD consents to the assignment but without prejudice to the Landlord's rights powers and remedies under the Lease. If any Lease Variations are specified in the First Schedule the Landlord, the Assigner, the Assignee and the Guarantor agree that as from the Date of Assignment the Lease is varied as set out in the Lease Variations.

THE LANDLORD acknowledges that as at the Date of Assignment the Landlord is not aware of any existing breach of the Lease by the Assignor and has no interest in any of the Assignor's Assets.

WHENEVER words or phrases appear in this Deed and in the Second, Third and Fourth Schedules that also appear in the First Schedule then those words or phrases shall also mean and include the details supplied after them in the First Schedule.

IN this Deed:

- (a) The expressions "the Assignor", "the Assignee", "the Guarantor", "the Shareholder", "Director" and "the Landlord" include their respective executors administrators successors and permitted assigns.
- (b) The expression "Business Use" in the First Schedule means the permitted use of the Premises as at the Date of Assignment or as varied by any Lease Variation.
- (c) The expression "Assignor's Assets" shall mean all the chattels, fixtures and fittings in the Premises which are owned by the Assignor.
- (d) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (e) Where any party comprises more than one person, such persons shall be deemed to have entered into the Deed both jointly and severally.

SIGNED by the Assignor* Fred Thomas Health Pharmacy Limin the presence of:	nited OhRink
	Signature of Assignor
	ANNE-MARIE REIDY
Witness Signature	Print Full Name
CART PANUES.	(for a company specify position: Director/Attorney/Authorised Signatory)
Witness Name	1 1 1 1 1 1
PHANNACZ57	-M/mhl
Witness Occupation	Signature of Assignor
Witness Address Witness Address	Print Full Name (for a company specify position: Director/Altorney/Authorised Signatory)
SIGNED by the Assignee* Fred Thomas Pharmacy (2015) Lim	
in the presence of:	MONO HOD
	Signature of Assignee
Sent	Cortherine Jane Martin
Witness Signature	Print Full Name
	(for a company specify position: Director/Attorney/Authorized Cignetory)
sheenal singh	
Financial Accordant	
Witness Occupation	Signature of Assignee
Auckland	N
Witness Address	Print Full Name (for a company specify position:
and the second s	(for a company specify position: DirectoriAttorney/Authorised Signatory)
16 % S	
	. 4
SIGNED by the Landlord* Peak Primary Limited	1/201
in the presence of:	11612
	Signature of Lendlord
	Rand Coller
Witness Signature	Print Full Name
	(for a company specify position; Director/Atternsy/Apthorised/Gignatory)
	/) \ /
Witness Name	A the
Witness Occupation	Signature of Landlord
	GRANT CLIFTON BAI
Witness Address	Print Full Name
	(for a company specify position; Director/Astomey/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 3.

	Signature of Shareholder/Director
Witness Signature	Print Full-Name
Vitness Name	
fitness Occupation	Signature of Shareholder/Director
Winess Address	Print Full Name

* If appropriate, add:

"by its director(s)" OR "by 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(les) or attorney(les) sign, signatures must be

witnessed.

HEAD LANDLORD CONSENT

Fred Thomas Drive Investments Limited being the Head Landlord under the Head Lease hereby consents to the assignment of the Lease but without prejudice to the rights, powers and remedies of the Head Landlord under the Head Lease

DATED this

day of

2015

SIGNED by FRED THOMAS	DRIVE
INVESTMENTS LIMITED as	Head Landlord
by Its Director(s) in the pre-	sence of:

Witness Signature	
Witness Name	
Witness Occupation	

Signature

Signature

CARISTOPHEE SMALE

Print Full Name and Specify Description

(Director/Secretary/Attorney/Authorised Signatury)

Signature

CREGORY TO HTV SMALE

Print Full Name and Specify Description

(Director/Secretary/Attorney/Authorised Signatury)

plus GST per annum

FIRST SCHEDULE

1. PREMISES: Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas outlined in blue on the attached plan 2 CAR PARKS: as provided for in accordance with the Lease DATE OF LEASE: An undated deed of sublease between the Landlord and the Assignor that 3. commenced on 6 July 2013 4. RIGHTS OF RENEWAL: One (1) right of renewal of six (6) years 5. FINAL EXPIRY DATE: 5 July 2031 (If all rights of renewal exercised) 6. ANNUAL RENT: Premises \$ 100,739.00 plus GST per annum (Subject to review if applicable) Car Parks \$plus GST per annum

EXPIRY DATE OF CURRENT TERM: 5 July 2025

8. BUSINESS USE: Retail and dispensing pharmacy and ancilliary related uses.

9. DATE OF ASSIGNMENT: 31 July 2015

RESTRAINT OF TRADE PERIOD: N/A
 RESTRAINT OF TRADE RADIUS: N/A

12. LEASE VARIATIONS: The Landlerd agrees to unconditionally release the Assignor from all and any

TOTAL

liability accruing under the sublease on and from 31 July 2015.

\$100,739,00

13. LIMITED LIABILITY TRUSTEE: N/A

SECOND SCHEDULE

- THE Assignee agrees with the Assignor to perform all the provisions in the Lease from the Date of Assignment.
- THE Assignee indemnifies the Assignor and any guarantor of the Assignor against all liability arising out of any default by the Assignee in the performance of the provisions in the Lease as from the Date of Assignment.
- THE Assignor warrants that all the provisions of the Lease have been performed up to the Date of Assignment.
- THE Assignee agrees with the Landlord that the Assignee will perform all the provisions of the Lease from the Date of Assignment.
- THE Assignor acknowledges to the Landlard that the covenants of the Assignee are not in substitution for and do not alter the liability of the Assignor under the Lease.
- 6. IF any person enters into this Deed as trustee of a trust, then:
 - (1) That person warrants that:
 - (a) that person has power to enter into this Deed under the terms of the trust, and
 - (b) that person has properly signed this Deed in accordance with the terms of the trust; and
 - (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry Into this Deed; and
 - (d) all of the persons who are trustees of the trust have approved entry into this Deed.
 - (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this Deed will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- Notwithstanding clause 6, a party to this Deed that is named in Item 13 of the First Schedule as a limited liability trustee, that
 person's liability will not be personal and unlimited but limited in accordance with clause 6.

THIRD SCHEDULE

- 1. FROM the Date of Assignment the Guarantor.
 - (1) Quarantess to the Assignor and the Landord the performance by the Assignee of all the tenant's obligations under the Lease.
 - (2) Indemnifies the Assignor, any guaranter of the Assigner and the Landlord against any flability or losses suffered by the Landlord as a result of the Losse being favirully disclaimed by any liquidator or receiver or arising through default by the Assignee in the performance of the provisions in the Lease.
- 2: THE Guarantor agrees that melther an assignment of the bease nor any rent review in accordance with the Lease nor any indulgance granting of time waiver or forebearance to sue or any other thing whereby the Guarantor would be released as a strety in any way releases the Guarantor from liability under the bease.

FOURTH SCHEDULE

THE Assignor and the Chareholder(e) and Director(e) (if any) agree with the Assignor that the Assignor and the Chareholder(e) and Director(e) (if any) will not during the Assignor's Restricted of Trade Period either directly or indirectly carry on or be interested either alone or in partnership with or as manager, agent, director, shareholder or employee of any other person in any business similar to that carried on by the Assignor within the Restreint of Trade Redus from the Premises stated in the First Schedule.

Dated

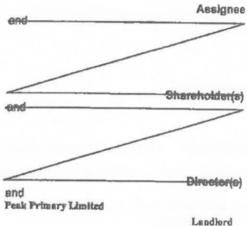
Between

Fred Thomas Health Pharmacy Limited

Assignor

and

Fred Thomas Pharmacy (2015) Limited



DRINGTOT

Guarenter-

and

Fred Thomas Drive Investmenta Limited

Head Landlord

DEED OF ASSIGNMENT OF LEASE

General address of the premises:

Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas

DEED OF ASSIGNMENT OF LEASE

GENERAL address of the premises:

Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas

DATE: 31

Jul-

2015

ASSIGNOR:

Fred Thomas Health Pharmacy Limited (company number 4397307)

ASSIGNEE:

Fred Thomas Pharmacy (2015) Limited (company number 5729867)

SHAREHOLDER(S) and DIRECTOR(S):

(of Assignor)

GUARANTOR:

(of Assignee)

LANDLORD:

Peak Primary Limited (company number 2164507)

HEAD LANDLORD Fred Thomas Drive Investments Limited (compay nymber 3197268)

THE ASSIGNOR assigns to the Assignee all the Assignor's estate and interest in the Premises and the Lease as set out in the First Schedule.

THE ASSIGNOR, the Assignee and the Landlord agree and acknowledge as set out in the Second Schedule.

THE GUARANTOR guarantees as set out in the Third Schedule.

THE ASSIGNOR and the Shareholder(s) and Director(s) (if any) and the Assignee agree as set out in the Fourth Schedule.

THE ASSIGNOR, the Assignee, the Landlord and the Guarantor all acknowledge that the Lease expires on the Expiry Date of Current Term set out in the First Schedule and the rent is the Annual Rent set out in the First Schedule.

THE LANDLORD consents to the assignment but without prejudice to the Landlord's rights powers and remedies under the Lease. If any Lease Variations are specified in the First Schedule the Landlord, the Assignor, the Assignee and the Guarantor agree that as from the Date of Assignment the Lease is varied as set out in the Lease Variations.

THE LANDLORD acknowledges that as at the Date of Assignment the Landlord is not aware of any existing breach of the Lease by the Assignor and has no interest in any of the Assignor's Assets.

WHENEVER words or phrases appear in this Deed and in the Second, Third and Fourth Schedules that also appear in the First Schedule then those words or phrases shall also mean and include the details supplied after them in the First Schedule.

IN this Deed:

- (a) The expressions "the Assignor", "the Assignee", "the Guarantor", "the Shareholder", "Director" and "the Landlord" include their respective executors administrators successors and permitted assigns.
- (b) The expression "Business Use" in the First Schedule means the permitted use of the Premises as at the Date of Assignment or as varied by any Lease Variation.
- (c) The expression "Assignor's Assets" shall mean all the chattels, fixtures and fittings in the Premises which are owned by the Assignor.
- (d) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (e) Where any party comprises more than one person, such persons shall be deemed to have entered into the Deed both jointly and severally.

FIFTH EDITION 2012 (2)

	Signature of Assignor
	ANNE-MARIE REIDY
Withess Signature	Print Full Name
CAM CANUEN.	(for a company specify position: Director/Attorney/Authorised Signatory)
Witness Name	_ / /
	101111
Plannac257	- Trelungill
Witness Occupation	Signature of Assignor
9 CAMPTON COURT.	MIXA Allerander Hickory Ch
Witness Address	Print Full Name
	(for a company specify position:
	Director/Attorney/Authorised Signatory)
SIGNED by the Assignee* Fred Thomas	Pharman (2016) I Imbad
in the presence of:	The many (2015) Limited
	_ OO/ NOLPOU
D. A.	Signature of Assignee
guyr	_ Contherine Jane Martin
Vitness Signature	Print Full Name
Shannal Grank	(for a company specify position: Director/Atlantor/Arthetised Signatory)
sheenal singh	mail observe and the state of t
Vitness Name	
Financial Accordant	ta, An
fitness Occupation	Signature of Adalonsis
Auckland	
Itness Address	
TO TO DO A TOUR COS	Print Full Marge
	(for a company apealty position: Director (Alternaty Authorited Signatory)
	35.20

GNED by the Landland's	
GNED by the Landlord* Peak Primary I	
GNED by the Landlord* Peak Primary L the presence of:	
GNED by the Landlord* Peak Primary I the presence of:	
GNED by the Landlord* Peak Primary I the presence of:	Amitted //w/
the presence of:	Signature of Libratoro
the presence of:	Signature of Lindlord Print Full Name (for a company sheetly position:
IGNED by the Landlord* Peak Primary I the presence of:	Signature of Libratoro
the presence of:	Signature of English Print Full Name (for a company affective position:
the presence of:	Signature of Lindlord Print Full Name (for a company sheetly position:
the presence of: these Signature these Name	Signature of Lindlord Print Full Name (for a company sheetly position:
the presence of:	Signature of Landlord Print Full Name (for a company specify position; Director/Attensiv/Aminonism Ctype (cry)
the presence of: these Signature these Name	Signature of Landlord Print Full Name (for a company specify position: Director/Atternsyl/Anthonisms Signature of Landlord
the presence of: these Signature these Name	Signature of Landlord Print Full Name (for a company specify position: Director/Attensiv/Anthonisms-Straetory) Signature of Landlord GLANT CLAYTON BAI
the presence of: mess Signature mess Name	Signature of Landlord Print Full Name (for a company specify position: Director/Attensy/Anthonisad Signature of Landlord Print Full Name
he presence of: sess Signature ess Name ess Occupation	Signature of Landlord Print Full Name (for a company phecify position: Director/Attempt/Anthonisms Signature of Landlord GRANT CLUYTON BA
he presence of: ess Signature ess Name ess Occupation	Signature of Landlord Print Full Name (for a company specify position: Director/Attensy/Anthonisad Signature of Landlord Print Full Name

	Signature of Assignor
	00 1 0000000 00000 1 000000
Witness Signature	Print Full Name (for a company specify position: Director/Attorney/Authorised Signatory)
Vitness Name	
Witness Occupation	Signature of Assignor
Mitness Address	Print Full Name (for a company specify position: Director/Altomey/Authorised Signatory)
SIGNED by the Assignee* Fred Thomas Phi	armacy (2015) Limited
n the presence of:	Signature of Assignee
glengh	Catherine Jane Martir
Mitness Signature	Print Full Name (for a company specify position: Director/Attorney/Authorised Signatory)
Sheenal Singh Vitness Name Financial Accountan	
Financial Accountan	+
Miness Occupation AUCKland	Signature of Assignee
Witness Address	Print Full Name (for a company specify position: Director/Attorney/Authorised Signatory)
SIGNED by the Landlord* Peak Primary Lim	ited /////
n the presence of:	
n the presence of:	Signature of Landlord
vitness Signature	Print Full Name (for a company specify position: Director/Atterney/Authorised Signatory)
	Print Full Name (for a company specify position:
/itness Signature	Print Full Name (for a company specify position:

Note: Signing by a company - please refer to the note on page 3

in the presence of:	Signature of Shareholder/Director
Witness Signature	Print Full Name
Witness Name	
Witness Occupation	Signature of Shareholder/Director
Vitness Address	Print Full Name

"by its director(s)" OR "by 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.

^{*} If appropriate, add:

HEAD LANDLORD CONSENT

Fred Thomas Drive Investments Limited being the Head Landlord under the Head Lease hereby consents to the assignment of the Lease but without prejudice to the rights, powers and remedies of the Head Landlord under the Head Lease

SIGNED by FRED THOMAS DRIVE
INVESTMENTS LIMITED as Head Landlord
by its Director(s) in the presence of:

day of

DATED this

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature

Signature

Print Full Name and Specify Description

(Director/Secretary/Attorney/Authorised Signatory)

Signature

CREGIRY TO HO SMACE

Print Full Name and Specify Description

(Director/Secretary/Attorney/Authorised Signatory)

2015

FIRST SCHEDULE

1 Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas outlined in blue on the attached plan 2 CAR PARKS: as provided for in accordance with the Lease DATE OF LEASE: An undated deed of sublease between the Landlord and the Assignor that 3. commenced on 6 July 2013 RIGHTS OF RENEWAL: One (1) right of renewal of six (6) years 4 5. FINAL EXPIRY DATE: 5 July 2031 (If all rights of renewal exercised) 6. ANNUAL RENT: Premises \$100,739.00 plus GST per annum (Subject to review if applicable) Car Parks \$_ plus GST per annum TOTAL \$100,739.00 plus GST per annum EXPIRY DATE OF CURRENT TERM: 5 July 2025 7 B BUSINESS USE: Retail and dispensing pharmacy and ancilliary related uses.

DATE OF ASSIGNMENT: 31 July 2015

RESTRAINT OF TRADE PERIOD: N/A

11. RESTRAINT OF TRADE RADIUS: N/A

12. LEASE VARIATIONS: The Landlord agrees to unconditionally release the Assignor from all and any

liability accruing under the sublease on and from 31 July 2015.

13. LIMITED LIABILITY TRUSTEE: N/A

SECOND SCHEDULE

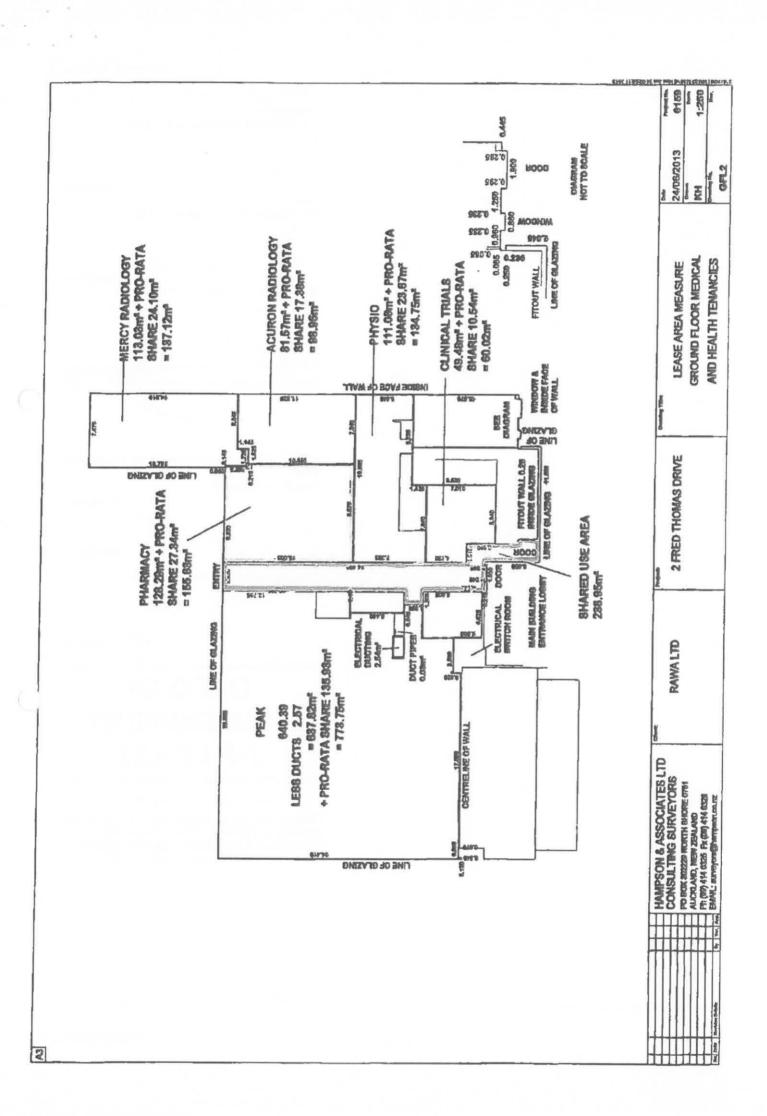
- THE Assignee agrees with the Assignor to perform all the provisions in the Lease from the Date of Assignment.
- THE Assignee indemnifies the Assignor and any guarantor of the Assignor against all liability arising out of any default by the Assignee in the performance of the provisions in the Lease as from the Date of Assignment.
- THE Assignor warrants that all the provisions of the Lease have been performed up to the Date of Assignment.
- 4. THE Assignee agrees with the Landlord that the Assignee will perform all the provisions of the Lease from the Date of Assignment.
- THE Assignor acknowledges to the Landlord that the covenants of the Assignee are not in substitution for and do not after the liability of the Assignor under the Lease.
- 6. IF any person enters into this Deed as trustee of a trust, then:
 - (1) That person warrants that:
 - (a) that person has power to enter into this Deed under the terms of the trust; and
 - (b) that person has properly signed this Deed in accordance with the terms of the trust; and
 - (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Deed; and
 - (d) all of the persons who are trustees of the trust have approved entry into this Deed.
 - (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this Deed will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- Notwithstanding clause 6, a party to this Deed that is named in item 13 of the First Schedule as a limited liability trustee, that
 person's liability will not be personal and unlimited but limited in accordance with clause 6.

THIRD SCHEDULE

- 1. FROM the Date of Assignment the Guarantor.
 - (1) Quarantees to the Assignor and the Landlord the performance by the Assignee of all the tenant's obligations under the Lease.
 - (2) Indemnifies the Assignor, any guarantor of the Assignor and the Landlord against any liability or losses suffered by the Landlord as a result of the Lease being lawfully disclaimed by any liquidator or receiver or arising through default by the Assignee in the performance of the provisions in the Lease.
- THE Quarantor agrees that neither an assignment of the Lease nor any rent review in accordance with the Lease nor any
 indulgence granting of time waiver or forebearance to sue or any other thing whereby the Guarantor would be released as a surety
 in any way releases the Guarantor from liability under the Lease.

FOURTH SCHEDULE

THE Assignor and the Shareholder(s) and Director(s) (if any) agree with the Assignee that the Assignor and the Chareholder(s) and Director(s) (if any) will not during the Assignor's Restraint of Trade Period either directly or indirectly carry on or be interested either alone or in partnership with or as manager, agent, director, shareholder or employee of any other person in any business similar to that carried on by the Assignee within the Restraint of Trade Radius from the Premises stated in the First Schedule.



Dated

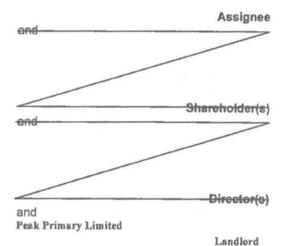
Between

Fred Thomas Health Pharmacy Limited

Assignor

and

Fred Thomas Pharmacy (2015) Limited



rangiore

Guaranter-

and

Fred Thomas Drive Investments Limited

Head Landlord

DEED OF ASSIGNMENT OF LEASE

General address of the premises:

Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas

DEED OF ASSIGNMENT OF LEASE

GENERAL address of the premises:

Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas

DATE:

31

July

2015

ASSIGNOR:

Fred Thomas Health Pharmacy Limited (company number 4397307)

ASSIGNEE:

Fred Thomas Pharmacy (2015) Limited (company number 5729867)

SHAREHOLDER(S) and DIRECTOR(S):

(of Assignor)

GUARANTOR: (of Assignee)

LANDLORD:

Peak Primary Limited (company number 2164507)

HEAD LANDLORD Fred Thomas Drive Investments Limited (compay nymber 3197268)

THE ASSIGNOR assigns to the Assignee all the Assignor's estate and interest in the Premises and the Lease as set out in the First Schedule.

THE ASSIGNOR, the Assignee and the Landlord agree and acknowledge as set out in the Second Schedule.

THE GUARANTOR guarantees as set out in the Third Schedule.

THE ASSIGNOR and the Shareholder(s) and Director(s) (if any) and the Assignee agree as set out in the Fourth Schedule

THE ASSIGNOR, the Assignee, the Landlord and the Guarantor all acknowledge that the Lease expires on the Expiry Date of Current Term set out in the First Schedule and the rent is the Annual Rent set out in the First Schedule.

THE LANDLORD consents to the assignment but without prejudice to the Landlord's rights powers and remedies under the Lease. If any Lease Variations are specified in the First Schedule the Landlord, the Assignor, the Assignee and the Guarantor agree that as from the Date of Assignment the Lease is varied as set out in the Lease Variations.

THE LANDLORD acknowledges that as at the Date of Assignment the Landlord is not aware of any existing breach of the Lease by the Assignor and has no interest in any of the Assignor's Assets.

WHENEVER words or phrases appear in this Deed and in the Second, Third and Fourth Schedules that also appear in the First Schedule then those words or phrases shall also mean and include the details supplied after them in the First Schedule.

IN this Deed:

- (a) The expressions "the Assignor", "the Assignee", "the Guarantor", "the Shareholder", "Director" and "the Landlord" include their respective executors administrators successors and permitted assigns.
- (b) The expression "Business Use" in the First Schedule means the permitted use of the Premises as at the Date of Assignment or as varied by any Lease Variation.
- (c) The expression "Assignor's Assets" shall mean all the chattels, fixtures and fittings in the Premises which are owned by the Assignor.
- (d) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (e) Where any party comprises more than one person, such persons shall be deemed to have entered into the Deed both jointly and severally.

FIFTH EDITION 2012 (2) SIGNED by the Assignor' Fred Thomas South Phormary Limited in the presence of: Significant of Assignor ANNE-MARIE PHAT FUI Name Print for Name for a company spacely position: Directed Atomographics of Etymology) Munraces Witness Occupation flot a exhipany appoliy position: Director/Athernay/Authorised Signatory) SIGNED by the Assignee® Fred Thomas Pharmacy (2015) Limited in the possence of: nerine Jane Martin Sheenal Francal Witness Godupation Aucklano SIGNED by the Landlord* Peak Primary Limited in the presence of: Print PUPA (for a change Vetimes Signature Waterclas Name Withten Queupation Print Full Nam Villams Address If appropriate, add; "by its discount(s)." OR "by its duly appointed attorney"

FRA223-41 (133L4)

Model Bigging by a doroperny - please natur to the note on page 3

SIGNED by the Assignor	Fred Thomas Health Pharmacy I	Limited
in the presence of:	_	

	Signature of Assignor
Witness Signature	Print Full Name (for a company specify position: Director/Attorney/Authorised Signatory)
Witness Name	
Witness Occupation	Signature of Assignor
valitoss occupation	Signature of Assignor
Witness Address	Print Full Name (for a company specify position: Director/Attorney/Authorised Signatory)
SIGNED by the Assignee* Fred Thomas Pharmacy (2) in the presence of:	2015) Limited
	Signature of Assignee
duyh	catherine Jane Martin
Witness Signature	Print Full Name (for a company specify position:
Sheenal Singh Witness Name Financial Accordant	Director/Attorney/Authorised Signatory)
Francial Acro polant	
Witness Occupation	Signature of Assignee
Auckland	
Mitness Address	Print Full Name
D	(for a company specify position: Director/Attorney/Authorised Signatory)
SIGNED by the Landlord* Peak Primary Limited	
n the presence of:	Signature of Landlord
Vitness Signature	Print Full Name (for a company specify position: Director/Attorney/Authorised Signatory)
Vitness Name	AA.
Vitness Occupation	Signature of Landlord GRANT Chaiton BA)
Vitness Address	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 3

SIGNED by the Guarantor* in the presence of:	
	Signature of Guarantor
Witness Signature	Print Eutl Name (for a company specify position: Director/Attorney/Authorised Signatory)
Witness Name	
Witness Occupation	Signature of Guarantor
Witness Address	Print Full Name (for a company specify position: Director/Atterney/Authorised Signatory)

in the presence of:	Signature of Shareholder/Director
Witness Signature	Print Full-Name
Wilness Name	
Witness Occupation	Signature of Shareholder/Director
Witness Address	Print Full Name

"by its director(s)" OR "by 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.

^{*} If appropriate, add:

HEAD LANDLORD CONSENT

Fred Thomas Drive Investments Limited being the Head Landlord under the Head Lease hereby consents to the assignment of the Lease but without prejudice to the rights, powers and remedies of the Head Landlord under the Head Lease

DATED this

day of

2015

SIGNED by FRED THOMAS DRIVE
INVESTMENTS LIMITED as Head Landlord
by its Director(s) in the presence of:

Witness Signature Witness Name

Witness Address

Witness Occupation

CHRISTOPHER. SMALE Print Full Name and Specify Description

(Director/Secretary/Attorney/Authorised Signatory)

Signature

GREGORY JOHN SMACE
) Print Full Name and Specify Description
) (Director/Secretary/Attorney/Authorised Signatory)

FIRST SCHEDULE

1. PREMISES: Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas outlined in blue on the attached plan

2. CAR PARKS: as provided for in accordance with the Lease

An undated deed of sublease between the Landlord and the Assignor that DATE OF LEASE: 3.

commenced on 6 July 2013

RIGHTS OF RENEWAL: One (1) right of renewal of six (6) years A

FINAL EXPIRY DATE: 5 July 2031 (if all rights of renewal exercised) 5.

6 ANNUAL RENT: Premises \$100,739.00 plus GST per annum

> (Subject to review if applicable) Car Parks plus GST per annum

TOTAL \$100,739.00 plus GST per annum

EXPIRY DATE OF CURRENT TERM: 5 July 2025

BUSINESS USE: Retail and dispensing pharmacy and ancilliary related uses. 8.

9 DATE OF ASSIGNMENT: 31 July 2015

RESTRAINT OF TRADE PERIOD: N/A 10.

RESTRAINT OF TRADE RADIUS: N/A 11.

12. LEASE VARIATIONS: The Landlord agrees to unconditionally release the Assignor from all and any

liability accruing under the sublease on and from 31 July 2015.

LIMITED LIABILITY TRUSTEE: N/A 13.

SECOND SCHEDULE

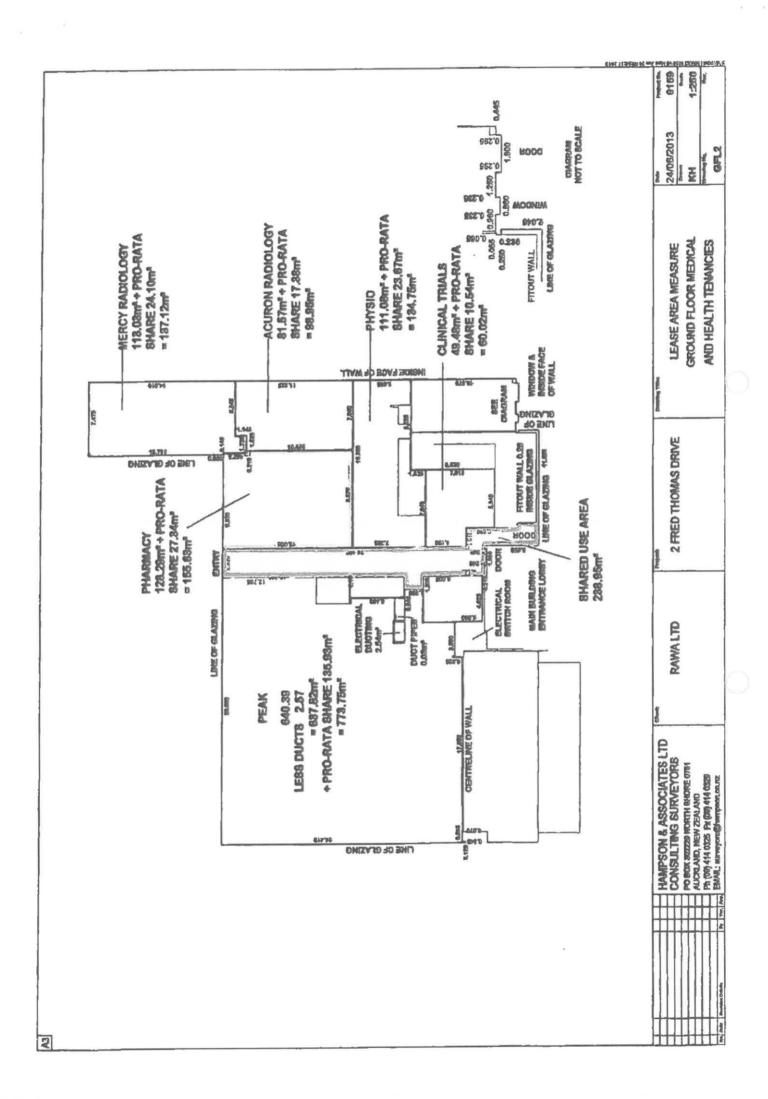
- THE Assignee agrees with the Assignor to perform all the provisions in the Lease from the Date of Assignment. 1.
- THE Assignee indemnifies the Assignor and any guarantor of the Assignor against all liability arising out of any default by the 2. Assignee in the performance of the provisions in the Lease as from the Date of Assignment.
- THE Assignor warrants that all the provisions of the Lease have been performed up to the Date of Assignment. 3.
- THE Assignee agrees with the Landlord that the Assignee will perform all the provisions of the Lease from the Date of Assignment. 4.
- THE Assignor acknowledges to the Landlord that the covenants of the Assignee are not in substitution for and do not after the 5. liability of the Assignor under the Lease.
- IF any person enters into this Deed as trustee of a trust, then: 6
 - (1) That person warrants that:
 - (a) that person has power to enter into this Deed under the terms of the trust; and
 - (b) that person has properly signed this Deed in accordance with the terms of the trust; and
 - that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Deed; and
 - all of the persons who are trustees of the trust have approved entry into this Deed.
 - (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this Deed will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- Notwithstanding clause 6, a party to this Deed that is named in item 13 of the First Schedule as a limited liability trustee, that 7. person's liability will not be personal and unlimited but limited in accordance with clause 6.

THIRD SCHEDULE

- 1: FROM the Date of Assignment the Guarantor.
 - (1) Quarantees to the Assignor and the Landlord the performance by the Assignee of all the tenant's obligations under the Lease.
 - (2) Indemnifies the Assignor, any guarantor of the Assignor and the Landlord against any liability or losses suffered by the Landlord as a result of the Lease being lawfully disclaimed by any liquidator or receiver or arising through default by the Assignee in the performance of the provisions in the Lease.
- 2. THE Guarantor agrees that neither an assignment of the Lease nor any rent review in accordance with the Lease nor any indulgence granting of time waiver or forebearance to sue or any other thing whereby the Guarantor would be released as a surety in any way releases the Guarantor from liability under the Lease.

FOURTH SCHEDULE

THE Assignor and the Shareholder(s) and Director(s) (if any) agree with the Assignor that the Assignor and the Chareholder(s) and Director(s) (if any) will not during the Assignor's Restraint of Trade Period either directly or indirectly carry on or be interested either alone or in partnership with or as manager, agent, director, shareholder or employee of any other person in any business similar to that carried on by the Assignee within the Restraint of Trade Radius from the Premises stated in the First Schedule.



Dated

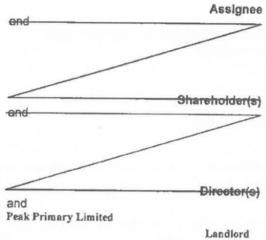
Between

Fred Thomas Health Pharmacy Limited

Assignor

and

Fred Thomas Pharmacy (2015) Limited



......

Guaranter-

and

Fred Thomas Drive Investments Limited

Head Landlord

DEED OF ASSIGNMENT OF LEASE

General address of the premises:

Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas

DEED OF ASSIGNMENT OF LEASE

GENERAL address of the premises:

Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas

DATE: 31

JYly

2015

ASSIGNOR:

Fred Thomas Health Pharmacy Limited (company number 4397307)

ASSIGNEE:

Fred Thomas Pharmacy (2015) Limited (company number 5729867)

SHAREHOLDER(9) and DIRECTOR(9):-

(of Assignor)

GUARANTOR:

(of Assignee)

LANDLORD:

Peak Primary Limited (company number 2164507)

HEAD LANDLORD Fred Thomas Drive Investments Limited (compay nymber 3197268)

THE ASSIGNOR assigns to the Assignee all the Assignor's estate and interest in the Premises and the Lease as set out in the First Schedule.

THE ASSIGNOR, the Assignee and the Landlord agree and acknowledge as set out in the Second Schedule.

THE GUARANTOR quarantees as set out in the Third Schedule.

THE ASSIGNOR and the Shareholder(s) and Director(s) (if any) and the Assignee agree as set out in the Fourth Schedule.

THE ASSIGNOR, the Assignee, the Landlord and the Guarantor all acknowledge that the Lease expires on the Expiry Date of Current Term set out in the First Schedule and the rent is the Annual Rent set out in the First Schedule.

THE LANDLORD consents to the assignment but without prejudice to the Landlord's rights powers and remedies under the Lease. If any Lease Variations are specified in the First Schedule the Landlord, the Assignor, the Assignee and the Guarantor agree that as from the Date of Assignment the Lease is varied as set out in the Lease Variations.

THE LANDLORD acknowledges that as at the Date of Assignment the Landlord is not aware of any existing breach of the Lease by the Assignor and has no interest in any of the Assignor's Assets.

WHENEVER words or phrases appear in this Deed and in the Second, Third and Fourth Schedules that also appear in the First Schedule then those words or phrases shall also mean and include the details supplied after them in the First Schedule.

IN this Deed:

- (a) The expressions "the Assignor", "the Assignee", "the Guarantor", "the Shareholder", "Director" and "the Landlord" include their respective executors administrators successors and permitted assigns.
- (b) The expression "Business Use" in the First Schedule means the permitted use of the Premises as at the Date of Assignment or as varied by any Lease Variation.
- (c) The expression "Assignor's Assets" shall mean all the chattels, fixtures and fittings in the Premises which are owned by the Assignor.
- (d) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (e) Where any party comprises more than one person, such persons shall be deemed to have entered into the Deed both jointly and severally.

FIFTH EDITION 2012 (Z)

SIGNED by the Assignor Fred Thomas Besith Phermacy Limited	00
In the presence of:	(NAK)
	The state of the s
	Bigrishure of Assignor
Comment of the second	ANNE-MARIE REIDY
Wholes Constant	From Foll Malme
AMURIS diBustin	(for a company specify position: Director/Altomey/Authorised Elignatory)
Com Commen.	Director/Attorney/Authorised (Signatory)
Villeges Name	
	1201111
Phonecest	TICIUM Sull
Wilmess Quitpation	Eignergre of Assignor
	All de Michael Chical
19 Charlish Cours MULA	THE CORE TO SELECT OF THE SELE
MARTINGE AZERI PORO	Fifty Full Native
	(for a company appoilly position: Director/Attorney/Authorised Signatory)
	4
SIGNED by the Assignees Pred Thomas Plurmacy (2015) Limited	-24
in the presence of:	Contribution of the Contri
· · · · · · · · · · · · · · · · · · ·	O C A
Ler .	Signature of Assigner
Alexander San	Conherine Jane Martin
138	Sold part at the same of the s
Victions (Markings)	
sheenal such	
Financial Accordant	
Witness Gocupation	Tallet Marine Charles
12 0 Ma 100 C	
Auckland	
Virginia Address	and the second part
	and production of the control of the
- A.	THE PARTY OF THE P
SIGNED by the Landord Peak Primary Limited	77
in the presence of:	
-	
B	STREET, STREET
	Thereof Land
Withinki Sprettre	THE REPORT
(t)	or a segmentary profit poethory
· 5	
Witness Name	
A and above Landson.	
Witness Occupation S	Ignature of Ender I
	Charle Claving Bal
Villand Address 7	rint Full Name
Attif times September	or a Connectivy appealing positions
- 53	activity and an entire state of the state of
ti appropriate, edd;	11
"by its director(a)." CPL "by its duly appointed atternay"	
Note: Bigging by a duripsury - please ruler to the note on page 3	
	WELL THE AS AS AS AS AS

SIGNED by the Assignor* Fred Thomas He in the presence of:	ealth Pharmacy Limited
	Signature of Assignor
Mitness Signature	Print Full Name (for a company specify position: Director/Attorney/Authorised Signatory)
litness Name	
Itness Occupation	Signature of Assignor
vitness Address	Print Full Name (for a company specify position: Director/Attorney/Authorised Signatory)
IGNED by the Assignee* Fred Thomas Photo the presence of:	Signature of Assignee Cotherine, Jane Martin
Sheenal Singh	Print Full Name (for a company specify position: Director/Attorney/Authorised Signatory)
itness Name Financial Accontant	
nnancial Accorntant	Signature of Assignee
Auckland	
fitness Address	Print Full Name (for a company specify position: Director/Attorney/Authorised Signatory)
IGNED by the Landlord* Peak Primary Lin the presence of:	Signature of Landlord
itness Signature	Print Full Name (for a company specify position: Director/Atterney/Authorised, Signatory)
itness Name	
Iness Occupation	Signature of Landlord GRANT CLASTON BA
itness Address	Print Full Name (for a company specify position: Director/Attorney/Authorised-Signatory)
If engrandate add	

"by its director(s)" OR "by its duly appointed attorney" Note: Signing by a company - please refer to the note on page 3

SIGNED by the Guarantor* in the presence of:	FIFTHEOIT
	Signature of Guarantor
Witness Signature	Print Full Name (for a company specify position: Director/Attorney/Authorised Signatory)
Witness Name	
Witness Occupation	Signature of Guarantor
Witness Address	Print Full Name (for a company specify position: Director/Atterney/Authorised Signatory)

in the presence of:	Signature of Shareholder/Director
Witness Signature	Print Full Name
Vitness Name	
Witness Occupation	Signature of Shareholder/Director
Vitness Address	Print Full Name

"by its director(s)" OR "by 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(les) or attorney(les) sign, signatures must be

witnessed.

^{*} If appropriate, add:

HEAD LANDLORD CONSENT

Fred Thomas Drive Investments Limited being the Head Landlord under the Head Lease hereby consents to the assignment of the Lease but without prejudice to the rights, powers and remedies of the Head Landlord under the Head Lease

DATED this

Witness Address

day of

2015

SIGNED by FRED THOMAS DRIVE INVESTMENTS LIMITED as Head Landlord by its Director(s) in the presence of:	Signature SIMALE
) Print Full Name and Specify Description) (Director/Secretary/Attorney/Authorised Signatory)
Witness Signature) (Director/Secretary/Attosney/Authorised Signatory)
Witness Name	Signature
	GREGERY JOHN SMALE
Witness Occupation) Print Full Name and Specify Description) (Director/Secretary/Attorney/Authorised Signatory)

plus GST per annum

FIRST SCHEDULE

1. PREMISES: Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas outlined in blue on the attached plan 2 CAR PARKS: as provided for in accordance with the Lease DATE OF LEASE: An undated deed of sublease between the Landlord and the Assignor that 3. commenced on 6 July 2013 RIGHTS OF RENEWAL: One (1) right of renewal of six (6) years 4 5 FINAL EXPIRY DATE: 5 July 2031 (if all rights of renewal exercised) 6. ANNUAL RENT: Premises \$100,739.00 plus GST per annum (Subject to review if applicable) Car Parks \$ plus GST per annum

TOTAL \$100,739.00

8. BUSINESS USE: Retail and dispensing pharmacy and ancilliary related uses.

DATE OF ASSIGNMENT: 31 July 2015

EXPIRY DATE OF CURRENT TERM: 5 July 2025

RESTRAINT OF TRADE PERIOD: N/A

7.

11. RESTRAINT OF TRADE RADIUS: N/A

12. LEASE VARIATIONS: The Landlord agrees to unconditionally release the Assignor from all and any

liability accruing under the sublease on and from 31 July 2015.

13. LIMITED LIABILITY TRUSTEE: N/A

SECOND SCHEDULE

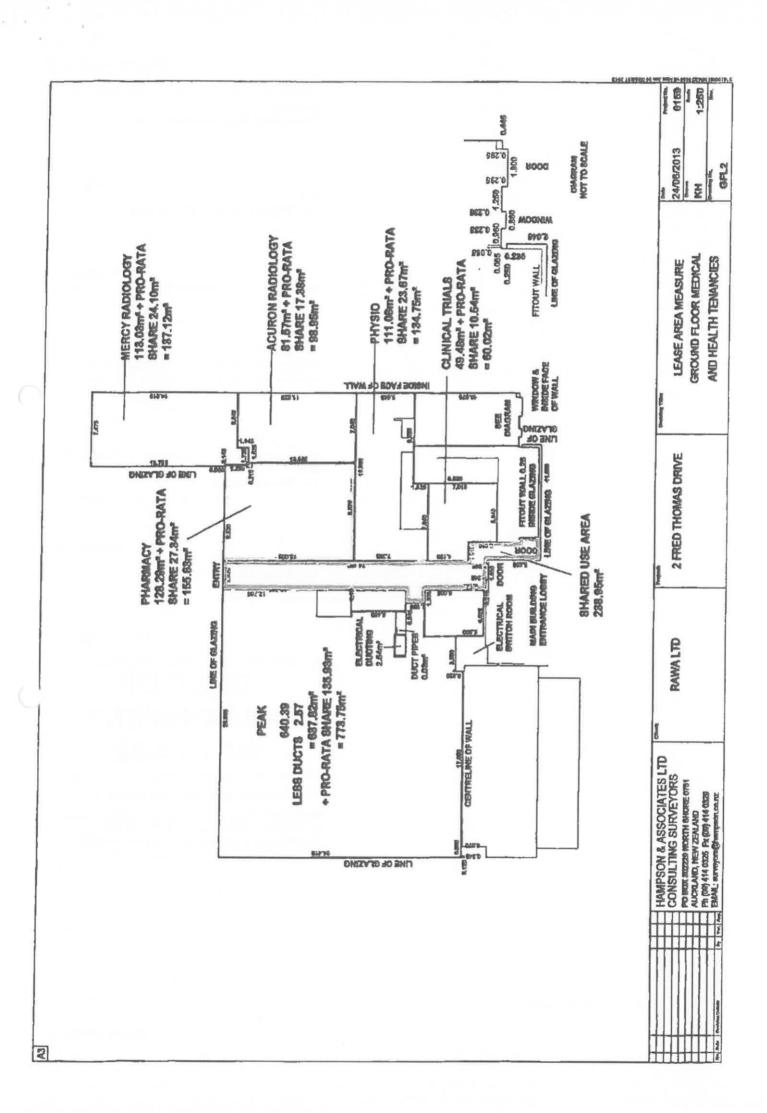
- THE Assignee agrees with the Assignor to perform all the provisions in the Lease from the Date of Assignment.
- THE Assignee indemnifies the Assignor and any guarantor of the Assignor against all liability arising out of any default by the Assignee in the performance of the provisions in the Lease as from the Date of Assignment.
- THE Assignor warrants that all the provisions of the Lease have been performed up to the Date of Assignment.
- 4. THE Assignee agrees with the Landlord that the Assignee will perform all the provisions of the Lease from the Date of Assignment.
- THE Assignor acknowledges to the Landlord that the covenants of the Assignee are not in substitution for and do not alter the liability of the Assignor under the Lease.
- 6. IF any person enters into this Deed as trustee of a trust, then:
 - (1) That person warrants that:
 - (a) that person has power to enter into this Deed under the terms of the trust; and
 - (b) that person has properly signed this Deed in accordance with the terms of the trust; and
 - (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Deed; and
 - (d) all of the persons who are trustees of the trust have approved entry into this Deed.
 - (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this Deed will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- Notwithstanding clause 6, a party to this Deed that is named in item 13 of the First Schedule as a limited liability trustee, that
 person's liability will not be personal and unlimited but limited in accordance with clause 6.

THIRD SCHEDULE

- 1. FROM the Date of Assignment the Guarantor.
 - (1) Quarantees to the Assignor and the Landlord the performance by the Assignee of all the tenant's obligations under the Lease.
 - (2) Indemnifies the Assignor, any guaranter of the Assignor and the Landlord against any liability or losses suffered by the Landlord as a result of the Lease being lawfully disclaimed by any liquidator or receiver or arising through default by the Assignee in the performance of the provisions in the Lease.
- 2. THE Guarantor agrees that neither an assignment of the Lease nor any rent review in accordance with the Lease nor any indulgence granting of time waiver or forebearance to sue or any other thing whereby the Guarantor would be released as a surety in any way releases the Guarantor from liability under the Lease.

FOURTH SCHEDULE

THE Assignor and the Shareholder(s) and Director(s) (if any) agree with the Assignor that the Assignor and the Chareholder(s) and Director(s) (if any) will not during the Assignor's Restraint of Trade Period either directly or indirectly carry on or be interested either alone or in partnership with or as manager, agent, director, shareholder or employee of any other person in any business similar to that carried on by the Assignee within the Restraint of Trade Radius from the Premises stated in the First Schedule.



Dated

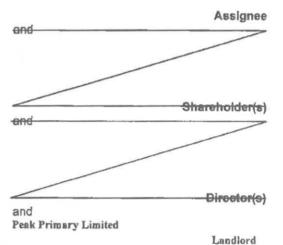
Between

Fred Thomas Health Pharmacy Limited

Assignor

and

Fred Thomas Pharmacy (2015) Limited



Guarantor

and

Fred Thomas Drive Investments Limited

Head Landlord

DEED OF ASSIGNMENT OF LEASE

General address of the premises:

Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas

DEED OF ASSIGNMENT OF LEASE

GENERAL address of the premises:

Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas

DATE:

31

HILL

2015

ASSIGNOR:

Fred Thomas Health Pharmacy Limited (company number 4397307)

ASSIGNEE:

Fred Thomas Pharmacy (2015) Limited (company number 5729867)

SHAREHOLDER(S) and DIRECTOR(S): (of Assignor)

GUARANTOR: (of Assignee)

LANDLORD:

Peak Primary Limited (company number 2164507)

HEAD LANDLORD Fred Thomas Drive Investments Limited (compay nymber 3197268)

THE ASSIGNOR assigns to the Assignee all the Assignor's estate and interest in the Premises and the Lease as set out in the First Schedule.

THE ASSIGNOR, the Assignee and the Landlord agree and acknowledge as set out in the Second Schedule.

THE GUARANTOR guarantees as set out in the Third Schedule.

THE ASSIGNOR and the Shareholder(s) and Director(s) (if any) and the Assignee agree as set out in the Fourth Schedule.

THE ASSIGNOR, the Assignee, the Landlord and the Guarantor all acknowledge that the Lease expires on the Expiry Date of Current Term set out in the First Schedule and the rent is the Annual Rent set out in the First Schedule.

THE LANDLORD consents to the assignment but without prejudice to the Landlord's rights powers and remedies under the Lease. If any Lease Variations are specified in the First Schedule the Landlord, the Assignor, the Assignee and the Guarantor agree that as from the Date of Assignment the Lease is varied as set out in the Lease Variations.

THE LANDLORD acknowledges that as at the Date of Assignment the Landlord is not aware of any existing breach of the Lease by the Assignor and has no interest in any of the Assignor's Assets.

WHENEVER words or phrases appear in this Deed and in the Second, Third and Fourth Schedules that also appear in the First Schedule then those words or phrases shall also mean and include the details supplied after them in the First Schedule.

IN this Deed:

- (a) The expressions "the Assignor", "the Assignee", "the Guarantor", "the Shareholder", "Director" and "the Landlord" include their respective executors administrators successors and permitted assigns.
- (b) The expression "Business Use" in the First Schedule means the permitted use of the Premises as at the Date of Assignment or as varied by any Lease Variation.
- (c) The expression "Assignor's Assets" shall mean all the chattels, fixtures and fittings in the Premises which are owned by the Assignor.
- (d) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (e) Where any party comprises more than one person, such persons shall be deemed to have entered into the Deed both jointly and severally.

FIFTH EDITION 2012 (2) SIGNED by the Assignor Fred Thomas Biselib, Pharmacy Limited in the presence of: Signature of Assignor ANNE-MARIE REIDY Print Full Name frir a company specify position: Directoriationsystemates d figuratory) Bignature of Assignor PAH FUI Nema (for a company appelly position: Director/Attorney Authorized Signatory) SIGNED by the Assignee' Fred Thomas Pastreety (2015) Limited herine Jane Martin Pint Fall be. (for a contrain

SIGNED by the Landlord* Peak Primary Limited in the presence of:

Virtues Sonstire Witness Name Virtness. Occupation

Witness Address

If appropriate, edd;

Vertriese Signature

VIII SECTION

Winess Onsupetion

in the presence of:

Sheenal

Financial Witness Gooupation

Auckland

(HAMMERS)

"by its director(s)." OR "by its duly appointed attorney" Note: Bigging by a doropany - please refer to the note on page 9

PHA222-41 (4)33.4)

	Signature of Assignor
Witness Signature	Print Full Name
viilless Signature	(for a company specify position: Director/Attorney/Authorised Signatory)
Witness Name	
Witness Occupation	Signature of Assignor
Witness Address	Print Full Name (for a company specify position:
	Director/Attorney/Authorised Signatory)
SIGNED by the Assignee* Fred Thomas Pharmacy (2015) in the presence of:	Limited
m the presented of.	COMPLED
	Signature of Assignee
Steryh	Cotherine Jane Martin
Witness Signature	Print Full Name
sheenal singh	(for a company specify position: Director/Attorney/Authorised-Signatory)
Witness Name	
Witness Name Francial Accordant	
Witness Occupation	Signature of Assignee
Aucklard .	
Witness Address	Print Full Name
, in the second	(for a company specify position: Director/Attorney/Authorised Signatory)
SIGNED by the Landlord* Peak Primary Limited in the presence of:	1/1/1
The state of the s	- fifthe
	Signature of Kandiord
Vitness Signature	Print Full Name (for a company specify position: Director/Atternsy/Authorised Signstory)
	Print Full Name
Vitness Signature Vitness Name Vitness Occupation	Print Full Name

* If appropriate, add:

"by its director(a)" OR "by its duly appointed attorney" Note: Signing by a company - please refer to the note on page 3

SIGNED by the Guarantor* in the presence of:	
	Signature of Guarantor
Witness Signature	Print Bull Name (for a company specify position: Director/Attorney/Authorised Signatory)
Witness Name	
Witness Occupation	Signature of Guarantor
Witness Address	Print Full Name (for a company specify position: Director/Attorney/Authorised Signatory)

SIGNED by the Shareholder(s) and Director(s) in the presence of:	Signature of Shareholder/Director
	Signature of Shareholder/Director
Vitness Signature	Print Full Name
fitness Name	
Vitness Occupation	Signature of Shareholder/Director
Three Address	Print Full Name

"by its director(s)" OR "by 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.

^{*} If appropriate, add:

HEAD LANDLORD CONSENT

Fred Thomas Drive Investments Limited being the Head Landlord under the Head Lease hereby consents to the assignment of the Lease but without prejudice to the rights, powers and remedies of the Head Landlord under the Head Lease

DATED this

day of

2015

SIGNED by FRED THOMAS DRIVE
INVESTMENTS LIMITED as Head Landlord
by its Director(s) in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

CHRISTOPHER SMALO

Print Full Name and Specify Description

(Director/Secretary/Attorney/Authorised Signatory)

Signature

GREGORY JOHN Sputie
Print Full Name and Specify Description

) (Director/Secretary/Attorney/Authorised Signatory)

FIRST SCHEDULE

PREMISES: Those parts of the ground floor of the building situated on that part of the land at 2 1. Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas outlined in blue on the attached plan

CAR PARKS: as provided for in accordance with the Lease 2

DATE OF LEASE: An undated deed of sublease between the Landlord and the Assignor that

commenced on 6 July 2013

4. RIGHTS OF RENEWAL: One (1) right of renewal of six (6) years

FINAL EXPIRY DATE: 5 July 2031 (if all rights of renewal exercised) 5.

6 ANNUAL RENT: Premises

plus GST per annum Car Parks (Subject to review if applicable) plus GST per annum

\$100,739,00

TOTAL \$100,739.00 plus GST per annum

EXPIRY DATE OF CURRENT TERM: 5 July 2025 7.

8 BUSINESS USE: Retail and dispensing pharmacy and ancilliary related uses.

9 DATE OF ASSIGNMENT: 31 July 2015

RESTRAINT OF TRADE PERIOD: N/A 10.

11. RESTRAINT OF TRADE RADIUS: N/A

12. LEASE VARIATIONS: The Landlord agrees to unconditionally release the Assignor from all and any

liability accruing under the sublease on and from 31 July 2015.

LIMITED LIABILITY TRUSTEE: N/A 13.

SECOND SCHEDULE

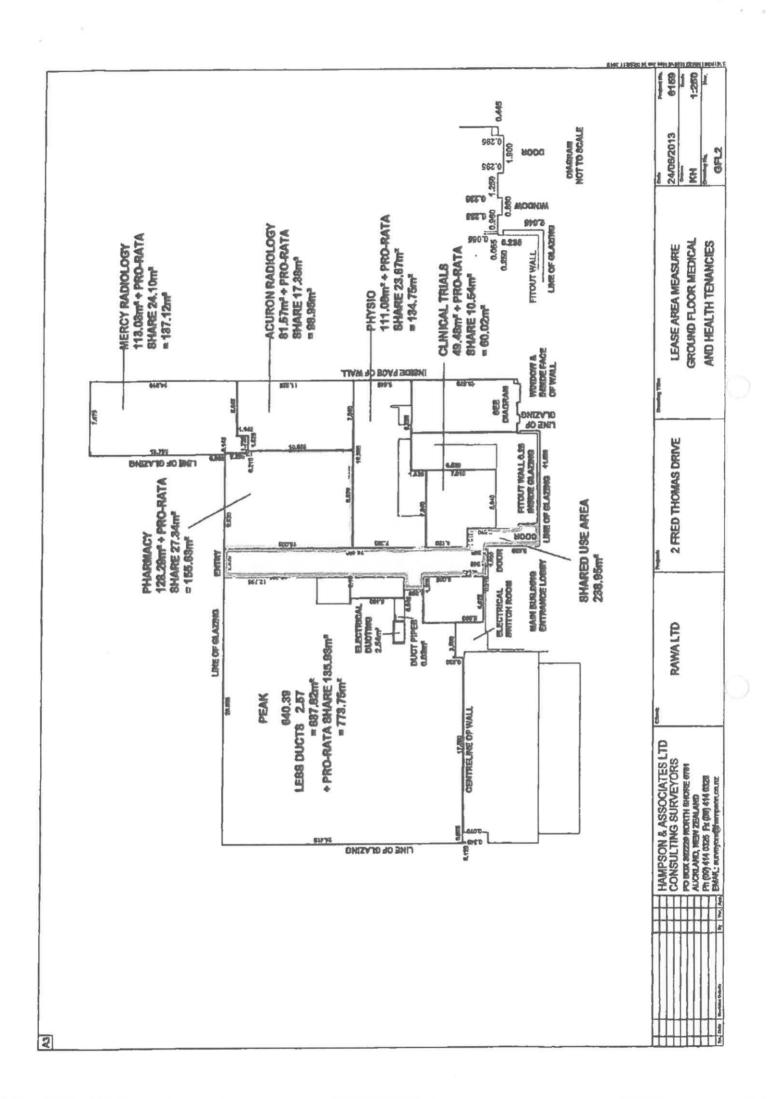
- 1. THE Assignee agrees with the Assignor to perform all the provisions in the Lease from the Date of Assignment.
- 2. THE Assignee indemnifies the Assignor and any guarantor of the Assignor against all liability arising out of any default by the Assignee in the performance of the provisions in the Lease as from the Date of Assignment.
- 3. THE Assignor warrants that all the provisions of the Lease have been performed up to the Date of Assignment.
- THE Assignee agrees with the Landlord that the Assignee will perform all the provisions of the Lease from the Date of Assignment. 4
- THE Assignor acknowledges to the Landlord that the covenants of the Assignee are not in substitution for and do not alter the 5 liability of the Assignor under the Lease.
- 6. IF any person enters into this Deed as trustee of a trust, then:
 - (1) That person warrants that:
 - (a) that person has power to enter into this Deed under the terms of the trust; and
 - (b) that person has properly signed this Deed in accordance with the terms of the trust; and
 - (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Deed; and
 - (d) all of the persons who are trustees of the trust have approved entry into this Deed.
 - If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this Deed will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- 7. Notwithstanding clause 6, a party to this Deed that is named in item 13 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with clause 6.

THIRD SCHEDULE

- 1. FROM the Date of Assignment the Guaranton.
 - (1) Quarantees to the Assignor and the Landlord the performance by the Assignee of all the tenant's obligations under the Lease.
 - (2) Indemnifies the Assignor, any guaranter of the Assignor and the Landlord against any liability or losses suffered by the Landlord as a result of the Lease being lawfully disclaimed by any liquidator or receiver or arising through default by the Assignee in the performance of the provisions in the Lease.
- 2. THE Guarantor agrees that neither an assignment of the Lease nor any rent review in accordance with the Lease nor any indulgence granting of time waiver or forebearance to sue or any other thing whereby the Guarantor would be released as a surety in any way releases the Guarantor from liability under the Lease.

FOURTH SCHEDULE

THE Assignor and the Shareholder(s) and Director(s) (if any) agree with the Assignor that the Assignor and the Shareholder(s) and Director(s) (if any) will not during the Assignor's Restraint of Trade Period either directly or indirectly carry on or be interested either alone or in partnership with or as manager, agent, director, shareholder or employee of any other person in any business similar to that carried on by the Assignee within the Restraint of Trade Radius from the Premises stated in the First Schedule.



Dated

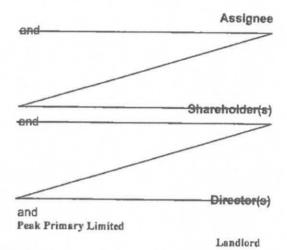
Between

Fred Thomas Health Pharmacy Limited

Assignor

and

Fred Thomas Pharmacy (2015) Limited



Guaranter-

and

Fred Thomas Drive Investments Limited

Head Landlord

DEED OF ASSIGNMENT OF LEASE

General address of the premises:

Those parts of the ground floor of the building situated on that part of the land at 2 Fred Thomas Drive, Takapuna, as shown outlined in red on the attached plan, together with the shared common areas



Level 23, ANZ Centre 23-29 Albert Street Auckland 1010, Tel: 09 252 6287 Fax: 09 353 8809 SWIFT: ANZBNZ22102



Guarantee No. GO135461166

Beneficiary: Fred Thomas Drive Investments Limited Private Bag 93-504 North Shore City 0740 Auckland

Date of issue: July 03, 2013

Guarantee Amount:
Not Exceeding NZD 556,600.00
Five Hundred Fifty Six Thousand Six Hundred and 00/100 New Zealand Dollars

Applicant: Peak Primary Ltd Axis Building 5/91 St Georges Bay Road Parnell Auckland

COPY FOR YOUR



ANZ Bank New Zealand Limited (ANZ) issues its Demand Guarantee (Instrument) as follows:

Type of Instrument: Financial Guarantee

Instrument No: GO135461166

Applicant: Peak Primary Limited of Axis Building, 2:5/91 St Georges Bay Road. Parnell, Auckland

Beneficiary: Fred Thomas Drive Investments Limited of Private Bag 93-504, North Shore City 0740, Auckland

Underlying Relationship:Lease of premises at 2 Fred Thomas Drive, Takapuna

Maximum Amount:NZD556,600.00 Five Hundred and Fifty Six Thousand, Six Hundred 00/100 New Zealand Currency

Place of Presentation:ANZ Bank New Zealand Limited of Level 23, ANZ Centre, 23-29 Albert Street, Auckland, New Zealand or such other address as notified in writing to the Beneficiary by ANZ from time to time (ANZ's Office)

Form of Presentation: Paper delivered personally or by courier to ANZ's Office in one lot

Required Documents: Not applicable

Required language:Demands, documents and notices issued or required in connection with this Instrument shall be in the language of the Instrument.





Expiry:On the first to happen of

(i)ANZ receiving notice from the Beneficiary at the ANZ's Office that this Instrument is no longer required,

(ii)ANZ has paid the Maximum Amount,

(iii)the return of this Instrument to ANZ's Office or

(iv)4:00 p.m. on 01 July 2019 at ANZ's Office, subject to Clause 7 below

Party liable for charges: All charges are for the account of the Applicant

Issue Date: 03 July 2013

Terms:

- ANZ Irrevocably undertakes to pay the Beneficiary any sum or sums not exceeding in aggregate the Maximum Amount upon presentation in the form indicated above to ANZ of the Beneficiary's compliant demand together with the Required Documents (if any) listed above.
- 2. Demands can only be made by the Beneficiary and must
- (i) be marked as drawn under this Instrument,
- (ii) request payment of all or part of the Maximum Amount and
- (iii) specify the bank account of the Beneficiary into which payment is to be made by ANZ.
- Demands must be received at ANZ's Office on or before the Expiry of the Instrument. ANZ will not recognise or pay a demand made after the Expiry of this Instrument.
- Other notices in connection with this Instrument must be signed and delivered personally or by courier to ANZ's Office.
- 5. Payments under this Instrument will be made electronically to an account of the Beneficiary only, without ANZ giving prior notice of the payment to the Applicant, despite the Applicant giving any notice to ANZ not to pay the amount payable under this instrument, without regard to the performance or non-performance of the Applicant or Beneficiary under the Underlying Relationship in any respect and notwithstanding any alterations to the terms of the Underlying Relationship or any extensions of time or any other forbearance or indulgence by the Beneficiary or Applicant to the other.
- 6. ANZ may rely entirely on the face alone of any demand, notice or Required Document presented to it under this Instrument and has no responsibility or obligation to investigate or satisfy itself as to the authenticity or correctness of the matters stated in, the signatures on, or the positions of such





signatories stated in a demand, notice or Required Document or capacity or entitlement of a party to give and execute a demand, notice or Required Document.

- 7. ANZ may at any time, without being required to do so, pay the Beneficiary the Maximum Amount or, after having made a part payment of the Maximum Amount, the balance outstanding or any lesser amount that the Beneficiary may require and thereupon this Instrument expires.
- 8. The Beneficiary must return this Instrument to ANZ's Office immediately after it expires.
- This Instrument is personal to the Beneficiary. The Beneficiary cannot assign, transfer, charge or otherwise deal with its rights under this Instrument and ANZ will not recognise any purported assignment, transfer, charge or other dealing.
- 10. Nothing in this Instrument obliges ANZ to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to ANZ.
- 11. This Instrument will be decided in accordance with the laws of New Zealand and is subject to the jurisdiction of the courts of New Zealand

Signed on behalf of ANZ Bank New Zealand Limited By its duly authorised Officer

Bryn Meredith Manager Guarantees

Nicola Howson

From:

Nicola Howson on behalf of Rachel Enderby

Sent:

Thursday, 27 August 2015 4:47 p.m.

To:

Nicola Howson

Subject:

FW: Peak Primary Limited - 2 Fred Thomas Drive, Takapuna - Bank Guarantee

Attachments:

Discharge of Financing Statement.pdf; Financing Statement Details Verification.pdf

From: Kelly Hosken [mailto:kelly.hosken@greencrosshealth.co,nz]

Sent: Wednesday, 19 August 2015 1:26 PM

To: Rachel Enderby

Subject: FW: Peak Primary Limited - 2 Fred Thomas Drive, Takapuna - Bank Guarantee

Hi Rachel

Please refer advice received below from ANZ in response to your queries.

Regards

Kelly

Lelly Hosken | Business Support Co-ordinator

Green Cross Health

Medical Division | Level 1, 124 Vautier St | Napier 4110 | New Zealand

DDI: +64 6 834 2381 | Fax +64 6 835 4783

kelly.hosken@greencrosshealth.co.nz Websites www.careforyou.co.nz | www.greencrosshealth.co.nz

PRIVACY & CONFIDENTIALITY NOTICE

Information contained in this email is confidential and is intended for the use of the addressee only. If you are not the intended recipient please notify us immediately. Any dissemination, distribution, copying or use of the information without our prior consent is strictly prohibited.

From: Paulin, Christopher [mailto:Christopher.Paulin@anz.com]

Sent: Wednesday, 19 August 2015 1:22 p.m.

To: Kelly Hosken < kelly.hosken@greencrosshealth.co.nz >; Bonnett, Gregory < Gregory.Bonnett@anz.com >

Cc: Roger Bowie < roger.bowie@greencrosshealth.co.nz>

Subject: RE: Peak Primary Limited - 2 Fred Thomas Drive, Takapuna - Bank Guarantee

Hi Kelly

We confirm that Bryn Meredith is currently a duly authorised officer for executing ANZ Bank guarantees. Additionally we are comfortable that the original guarantee is kept by your client (as the amendment is to be taken in consideration with the original document).

Please advise once the PPSR charge has been discharged.

Regards

Chris

Chris Paulin | Relationship Associate - Healthcare Commercial & Agri, ANZ Level 21, ANZ Centre, 23-29 Albert Street, Auckland Telephone +64 (09) 252 4519 | Lax +64 (09) 252 3032 Lmall christopher.paulin@anz.com



Level 23, ANZ Centre 23-29 Albert Street Auckland 1010, Tel: 09 252 6287 Fax: 09 353 8809 SWIFT: ANZBNZ22102



Guarantee No. GO135461166

Beneficiary:

Fred Thomas Drive Investments Limited Private Bag 93-504 North Shore City Auckland, 0740 New Zealand

Date of issue: July 03, 2013

Guarantee Amount:
Not Exceeding NZD 556,600.00
Five Hundred Fifty Six Thousand Six Hundred and 00/100 New Zealand Dollars

Applicant:

Peak Primary Ltd Axis Building, 5/91 St Georges Bay Road Parnell Auckland New Zealand

ANZ DEMAND GUARANTEE

ANZ Bank New Zealand Limited (ANZ) issues its Demand Guarantee (Instrument) as follows:

Type of Instrument: Financial Guarantee

Instrument No: GO135461166

Applicant: Peak Primary Limited of Axis Building, 2:5/91 St Georges Bay Road. Parnell, Auckland

Beneficiary: Fred Thomas Drive Investments Limited of Private Bag 93-504, North Shore City 0740, Auckland

Underlying Relationship:Lease of premises at 2 Fred Thomas Drive, Takapuna

Maximum Amount:NZD556,600.00 Five Hundred and Fifty Six Thousand, Six Hundred 00/100 New Zealand Currency

Place of Presentation: ANZ Bank New Zealand Limited of Level 23, ANZ Centre, 23-29 Albert Street, Auckland, New Zealand or such other address as notified in writing to the Beneficiary by ANZ from time to time (ANZ's Office)

Form of Presentation: Paper delivered personally or by courier to ANZ's Office in one lot

Required Documents:Not applicable

Required language:Demands, documents and notices issued or required in connection with this Instrument shall be in the language of the Instrument.

ANZ

ANZ Bank New Zealand Ltd



Expiry: On the first to happen of

- (i) ANZ receiving notice from the Beneficiary at the ANZ's Office that this Instrument is no longer required.
- (ii) ANZ has paid the Maximum Amount,
- (iii) the return of this Instrument to ANZ's Office or
- (iv) 4:00 p.m. on 01 July 2019 at ANZ's Office, subject to Clause 7 below

Party liable for charges: All charges are for the account of the Applicant

Issue Date: 03 July 2013

Terms:

- 1. ANZ irrevocably undertakes to pay the Beneficiary any sum or sums not exceeding in aggregate the Maximum Amount upon presentation in the form indicated above to ANZ of the Beneficiary's compliant demand together with the Required Documents (if any) listed above.
- 2. Demands can only be made by the Beneficiary and must
- (i) be marked as drawn under this Instrument,
- (ii) request payment of all or part of the Maximum Amount and
- (iii) specify the bank account of the Beneficiary into which payment is to be made by ANZ.
- Demands must be received at ANZ's Office on or before the Expiry of the Instrument. ANZ will not recognise or pay a demand made after the Expiry of this Instrument.
- 4. Other notices in connection with this Instrument must be signed and delivered personally or by courier to ANZ's Office.
- 5. Payments under this Instrument will be made electronically to an account of the Beneficiary only, without ANZ giving prior notice of the payment to the Applicant, despite the Applicant giving any notice to ANZ not to pay the amount payable under this Instrument, without regard to the performance or non-performance of the Applicant or Beneficiary under the Underlying Relationship in any respect and notwithstanding any alterations to the terms of the Underlying Relationship or any extensions of time or any other forbearance or indulgence by the Beneficiary or Applicant to the other.
- 6. ANZ may rely entirely on the face alone of any demand, notice or Required Document presented to it under this Instrument and has no responsibility or obligation to investigate or satisfy itself as to the authenticity or correctness of the matters stated in, the signatures on, or the positions of such signatories stated in a demand, notice or Required Document or capacity or entitlement of a party to give and execute a demand, notice or Required Document.
- 7. ANZ may at any time, without being required to do so, pay the Beneficiary the Maximum Amount or, after having made a part payment of the Maximum Amount, the balance outstanding or any lesser amount that the Beneficiary may require and thereupon this Instrument expires.
- 8. The Beneficiary must return this Instrument to ANZ's Office immediately after it expires.

ORIGINAL





- 9. This Instrument is personal to the Beneficiary. The Beneficiary cannot assign, transfer, charge or otherwise deal with its rights under this Instrument and ANZ will not recognise any purported assignment, transfer, charge or other dealing.
- 10. Nothing in this Instrument obliges ANZ to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to ANZ.
- 11. This Instrument will be decided in accordance with the laws of New Zealand and is subject to the jurisdiction of the courts of New Zealand

Signed on behalf of ANZ Bank New Zealand Limited By its duly authorised Officer

Bryn Meredith

Manager Guarantees

PEAK PRIMARY LIMITED

Debtor

FRED THOMAS DRIVE INVESTMENTS LIMITED

Secured Party

SPECIFIC SECURITY AGREEMENT

KEEGAN ALEXANDER

BARRISTERS & SOLICITORS AUCKLAND

DEED dated 5th October 2012

PARTIES

- 1 PEAK PRIMARY LIMITED company number 2164507 at Auckland (the Debtor)
- FRED THOMAS DRIVE INVESTMENTS LIMITED company number 3197268 at Auckland (the Secured Party)

BACKGROUND

In consideration for the Secured Party entering into the Lease Agreement and the Lease with the Debtor the Debtor grants to the Secured party the security created by this Deed.

COVENANTS

1. INTERPRETATION

1.1 Definitions: In this deed, unless the context otherwise requires:

Agreement means an agreement or arrangement between the Debtor and the Secured Party (whether or not other persons are parties to the agreement or arrangement) relating to the Secured Money.

Assignment means the Assignment by way of security of sublease dated on or about the date of this Deed entered into by the Debtor as Assignor and the Secured Party as Assignee.

Debtor's Fitout means the fitout of the Premises as described in the Lease Agreement and includes any interest of the Debtor in any other fitouts in the Premises.

Event of Default means any event specified in clause 5.1.

Lease means the deed of lease to be entered into by the Secured Party and Debtor in terms of the Lease Agreement.

Lease Agreement means the agreement to lease the Premises dated 13 June 2012 between the Secured Party as lessor and the Debtor as lessee.

Lease Incentive means the Lease Inducement Payment paid or payable under the Lease Agreement and all assets and property acquired by or on behalf of the Debtor utilizing the Lease Incentive:

Premises means those parts of the ground floor of the Secured Party's building situated at 2 Fred Thomas Drive, Takapuna as more particularly described in the Lease Agreement.

Priority Amount means NZ\$10,000,000.00.

Relevant Documents means this deed, each Agreement, and each guarantee, indemnity, security or undertaking issued, granted or given, at any time, whether directly or indirectly, in relation to the Secured Money.

Secured Money means all moneys, howsoever described, which are payable and which are actually accrued or contingent, now or in the future owing to the Secured Party under the Lease and the Lease Agreement (including but without limitation for damages, legal costs, expenses and liabilities of whatsoever nature) or this Deed (including any legal costs and fees incurred in respect of the enforcement of this Deed).

Secured Property means the Lease Incentive, the Lease, Sublease Bonds, Sublease Rentals and Debtor's Fitout and includes all proceeds of that property and each part of it.

Specified Rate means the per annum interest rate which the Secured Party reasonably determines as being its cost from time to time of funding the amount in relation to which the Specified Rate is to be applied under this deed.

Sublease means, where the context permits or requires, any sublease or agreements to sublease entered into by the Debtor in relation to the Premises and which are consented to by the Secured Party.

Sublease Bonds means any tenant bonds and/or bank guarantees from subtenants under any Sublease.

Sublease Rentals means all sublease rentals payable to the Debtor under any Sublease.

Tenant Bank Guarantee has the same meaning as in the Agreement to Lease and Lease.

1.2 References: Except to the extent that the context otherwise requires, any reference in this deed to:

disposal includes any sale, assignment, exchange, transfer, concession, loan, lease, surrender, licence, reservation, waiver, compromise, release, dealing, parting with possession, or the granting of any option, security, right or interest whatever, or any agreement for any of the same, and dispose means to make a disposal.

dissolution of a person includes the liquidation or bankruptcy of that person, or (where that person is a company) its removal from the register, and any equivalent or analogous procedure under the law of any relevant jurisdiction.

a law includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, by-law, statute, treaty or other legislative measure.

a **person** includes an individual, firm, company, corporation, unincorporated body of persons, organisation or trust, and any government, governmental agency or authority, in each case whether or not having separate legal personality.

a **security** includes a mortgage, charge, encumbrance, lien, pledge, financial lease, sale and lease back, sale and repurchase, deferred purchase or title retention arrangement (other than in respect of goods purchased in the ordinary course of ordinary trading), flawed asset arrangement, and any other security or arrangement having like economic effect over any property, assets or revenues.

 $u_{i} \in \mathcal{E}$

tax includes any present or future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature and whatever called, imposed or levied by any government, governmental agency or authority, together with any interest, penalty, charge, fee or other amount imposed or made on, or in relation to, any of the foregoing.

upon demand means upon demand in writing from the Secured Party.

written and in writing include all means of reproducing words in a tangible and permanently visible form.

1.3 Miscellaneous:

- Headings are inserted for convenience only and do not affect interpretation of this deed.
- (b) Unless the context otherwise requires, the singular includes the plural and vice versa and words denoting individuals include other persons and vice versa.
- (c) A reference to any legislation includes any statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, reenactment of, or replacement of, that legislation.
- (d) Except where inconsistent with the context, the expression "at any time" also means from time to time.

2. PAYMENT

- 2.1 Payment of Secured Money: The Debtor shall pay the Secured Money to the Secured Party in the manner and at the times agreed upon between the Debtor and the Secured Party or, failing agreement, upon demand.
- 2.2 **Interest:** If there is no agreement between the Debtor and the Secured Party as to the payment of interest on the Secured Money, the Debtor must pay interest to the Secured Party on the Secured Money from its due date until it is paid in full at the Specified Rate.
- 2.3 Appropriation: All amounts received by the Secured Party under this deed shall be appropriated as between Secured Money (and any part), interest and other amounts in such manner as the Secured Party determines, notwithstanding any rule of law, any purported appropriation made by the Debtor or any other person, or any other matter or circumstance.

SECURITY

- 3.1 Security Interest: The Debtor hereby grants to the Secured Party a security interest in the Secured Property as security for payment of the Secured Money and as security for performance and observance by the Debtor of all its other obligations under the Lease Agreement and the Lease to the Secured Party.
- 3.2 Continuing security: This deed is a continuing security and shall operate irrespective of any intervening payment, settlement of account or other matter or thing whatever, until a final release has been signed by the Secured Party and delivered to the Debtor, provided that where there is no subsisting or new default under the Lease or the Lease Agreement by the

Debtor or for which the Debtor is liable actually or contingently as at the end of the initial term of the Lease then the Secured Party shall provide the Debtor with a release of this Deed.

3.3 Other securities:

4.7

- (a) This deed is collateral to each other security at any time held by the Secured Party in respect of any Secured Money (whenever given) and secures all amounts owing by the Debtor to the Secured Party.
- (b) The Secured Party may exercise any of its rights, powers and remedies under this deed and any such other security separately or concurrently.
- (c) Nothing in this deed shall discharge, abate or prejudice any other security at any time held by the Secured Party for payment of any Secured Money.
- 3.4 Further assurances: The Debtor shall deliver to the Secured Party any transfer, assignment, security, instrument, or other deed or document, and shall do any other thing, which the Secured Party requires to enable it to:
 - (a) perfect the Debtor's title to the Secured Property; or
 - (b) perfect the security intended to be created by this deed; or
 - transfer to, or vest in, the Secured Party (or any purchaser from the Secured Party)
 the Secured Property; or
 - (d) facilitate the realisation of the Secured Property; or
 - (e) exercise all or any of the rights, powers and remedies conferred on the Secured Party;
 or
 - (f) secure to the Secured Party the full benefit of the provisions of this deed.
- 3.5 Section 92 Property Law Act 2007: For the purposes of section 92 of the Property Law Act 2007 only, and without prejudice to the restriction contained in clause 4.2(b), the maximum amount up to which the Secured Money shall rank in priority to any subsequent security given over the Secured Property is, subject only to the overriding provisions of any deed of priority hereafter signed by the Secured Party in respect of a particular subsequent security holder, the Priority Amount.

4. COVENANTS

4.1

- (a) Comply with obligations: The Debtor shall duly and punctually perform its obligations under the Lease Agreement, the Lease and each Sublease and, in respect of the Sublease, it will use its reasonable endeavours to procure the due and punctual performance by the other party or parties thereto of their obligations thereunder.
- (b) Provide information: The Debtor shall upon request from the Secured Party (such request not to be made more than once in each quarter calculated from the date of this Agreement) provide to the Secured Party:

- a certificate signed by the Debtor advising the value of the assets of the Debtor as shown in the balance sheet of the Debtor at the date of the certificate; and
- (ii) a certificate as to the liabilities of the Debtor specifically itemising the amount owed by the Debtor to each chargeholder of the Debtor (other than the Secured Party) at the date of the certificate.

4.2 Negative undertakings: The Debtor shall not:

- (a) Disposal: dispose of, or permit the disposal of, the Secured Property;
- (b) Negative Pledge: create or permit to subsist any security (other than that created by this deed) over the Secured Property without the prior written consent of the Secured Party;
- (c) Prejudice to security: participate in or permit any act, matter or thing which may, or would be likely to, prejudice the security created by this deed or cause a material deterioration in the value of the Secured Property;
- (d) Liens: permit any lien or similar right in favour of any person to arise or exist over the Secured Property; or
- (e) Alteration: alter, add to, or otherwise interfere with, the Secured Property without the prior written consent of the Secured Party.

5. EVENTS OF DEFAULT AND ENFORCEMENT

- 5.1 The security created by this deed shall become enforceable if any of the following events occur:
 - (a) Arrears: If the rent under the Lease Agreement and/or the Lease is in arrears ten (10) working days after any of the relevant rent payment dates and the Debtor has failed to remedy that breach within ten (10) working days after service on the Debtor of a notice in accordance with section 245 of the Property Law Act 2007; or
 - (b) Breach of Covenant: In the case of a breach by the Debtor of any other covenant or agreement (either expressed or implied) in the Lease Agreement and/or the Lease, after the Debtor has failed to remedy that breach within the period specified in a notice served on the Debtor in accordance with section 246 of the Property Law Act 2007,

provided that if the Secured Party requires an exercise of its rights under clause 4.1, then the Secured Party shall not exercise its rights until a further period of ten (10) working days written notice has been provided to the Debtor of the Secured Party's intention to exercise its rights and the Debtor has failed to remedy the relevant breach within that further period of time.

5.2 Notwithstanding any other provisions contained in this Deed once the Tenant Bank Guarantee has been delivered to the Secured Party, the Secured Party shall not exercise its rights under clause 5.1 unless and until it has exhausted all of its rights under the Tenant Bank Guarantee.

6. SECURED PARTY MAY REMEDY BREACH

- 6.1 Right to remedy breach: Whenever the Debtor fails to comply with any obligation under this deed, the Secured Party may (without prejudice to its other rights, powers and remedies) pay all amounts and do all such other things as it deems necessary or desirable to remedy any such default or otherwise protect the security created by this deed.
- Reimbursement of expenditure incurred: The Debtor shall reimburse the Secured Party, upon demand, for all reasonable expenditure incurred by the Secured Party under clause 6.1 (including all legal costs as between solicitor and client), together with interest thereon calculated at the Specified Rate on a daily basis from the date upon which such expenditure is incurred until reimbursement thereof by the Debtor and, until reimbursed, the amount and interest thereon shall form part of the Secured Money.

7. RECEIVER

- 7.1 Receiver: At any time after this deed has become enforceable the Secured Party may without further notice appoint in writing under its hand any person or persons to be a Receiver of all or any part of the Secured Property.
- 7.2 **Receiver's powers**: Every Receiver so appointed will have power either in the Receiver's name or in the name of the Debtor to do any of the following things:
 - (a) Take immediate possession of, get in and collect the Secured Property;
 - (b) Do all acts which the Debtor might do for the protection or for the improvement of the Secured Property;
 - (c) Appoint and discharge managers, officers, agents, solicitors, accountants, servants and others for and upon such terms as to remuneration or otherwise as the Receiver may think proper;
 - (d) Raise and borrow money on the security of the Secured Property or any of them for the purpose of exercising any of the powers, authorities and discretions conferred on the Receiver by or pursuant to this deed and/or of defraying any costs, charges, losses or expenses which are incurred by the Receiver in the exercise thereof;
 - (e) Sell, convert into money and realise all or any part of the Secured Property by public auction or private contract and generally in such manner and on such terms as the Receiver thinks proper and in particular (but without limiting the generality of the foregoing) for any such purposes to exercise all rights of the Debtor;
 - (f) Transfer the Secured Property to the Secured Party or any other person and to procure registration of such transferee as owner of such Secured Property in any applicable register relating to the same;
 - (g) Settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or relating in any way to the Secured Property;

- (h) Bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Secured Property or any of them as may seem to him or her to be expedient;
- Give valid receipts for all money and execute all assurances and things which may be proper or desirable for realising the Secured Property;
- (j) Execute all documents and do all such other acts and things as the Receiver may consider desirable or necessary for realising the Secured Property or any of them or incidental or conducive to any of the matters, powers or authorities conferred on the Receiver under or by virtue of this deed;
- (k) Exercise in relation to the Secured Property or any of them all such powers, authorities and things as the Receiver would be capable of exercising if he or she were the absolute beneficial owner of the same; and
- (I) Exercise all powers conferred by Section 14 of the Receiverships Act 1993.
- 7.3 Removal of Receiver: The Secured Party may from time to time by writing under its hand remove any Receiver appointed by it and may whenever it may deem it expedient appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may (subject to any direction made by any Court under section 34(2) of the Receiverships Act 1993) from time to time fix the remuneration of any Receiver appointed by it.
- 7.4 Debtor's Agent: Any Receiver appointed by the Secured Party will be the agent of the Debtor for all purposes and the Debtor and the Debtor alone will be responsible for the Receiver's contracts, engagements, acts, omissions, defaults, losses and misconduct and for liabilities incurred by him or her and for his or her remuneration.
- 7.5 Direct exercise by Secured Party: All or any of the powers, authorities and discretions which are conferred by this deed (either expressly or impliedly) upon a Receiver of the Secured Property may be exercised after the security created by this deed becomes enforceable by the Secured Party without first appointing a Receiver of such property or any of it or notwithstanding the appointment of a Receiver of such property or any of it.
- 7.6 No mortgagee in possession: The Secured Party will not nor will any Receiver appointed by reason of it or the Receiver entering into possession of the Secured Property or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

8. APPLICATION OF PROCEEDS

- 8.1 Distribution: All amounts received by the Secured Party, whether in the exercise of its powers or otherwise, shall (subject to the claims of all secured and unsecured creditors (if any) ranking in priority to the security created by this deed) be applied:
 - first, in payment of all costs, charges and expenses (including tax and legal costs as between solicitor and client) of and incidental to the exercise of the powers of the Secured Party;

- secondly, in payment to the Secured Party of the Secured Money in such manner and order as the Secured Party determines; and
- (c) lastly, in payment of any surplus to the Debtor or other person or persons entitled thereto.
- 8.2 Contingent liabilities: If any Secured Money is contingently owing or not yet owing at the time any application of money is made under clause 10.1, the Secured Party may deposit a sum not exceeding that amount in an interest-bearing deposit account, on such terms and conditions as the Secured Party thinks fit, with any person (including the Secured Party or any of its related entities), until that amount ceases to be contingently owing or becomes actually payable. At that time the Secured Party may retain for its own account the amount which is then actually payable to it and deal with any balance in accordance with clause 10.1.
- 9. PROTECTION OF PERSONS DEALING WITH SECURED PARTY
- 9.1 Purchaser or other person: No purchaser or other person dealing with the Secured Party, or with any agent or attorney of the Secured Party, or any receiver appointed by the Secured Party shall be concerned:
 - (a) to inquire:
 - (i) whether the security created by this deed has become enforceable;
 - (ii) whether the powers which the Secured Party, receiver, agent or attorney, as the case may be, is purporting to exercise have become exercisable;
 - (iii) as to the necessity for, or the expediency of, the stipulations or conditions subject to which any sale or disposal is made or given; or
 - (iv) otherwise as to the propriety or regularity of any sale, lease, security, calling in, collection or conversion of any money or asset; or
 - (b) to see to the application of any amount paid to the Secured Party, receiver, agent or attorney, as the case may be.
- 9.2 Damages only remedy: The remedy of the Debtor in respect of any actionable impropriety or irregularity in the exercise, or purported exercise, of any rights, powers or remedies by the Secured Party, receiver, agent or attorney, as the case may be, shall be in damages only.
- 10. PROTECTION OF SECURED PARTY
- 10.1 Proceeds of sale: If the Secured Party sells the Secured Property pursuant to this deed or otherwise, the Secured Party shall be accountable only for any purchase money which it actually receives.
- 10.2 Entry into possession: If the Secured Party enters into possession of the Secured Property:
 - (a) it shall not be liable to account as mortgagee in possession in respect of the Secured Property or for any loss which a mortgagee in possession might otherwise be held liable; and

- (b) the Secured Party may at any time give up possession of the Secured Property.
- No liability: The Secured Party shall not be accountable for any losses which may occur in, or as a result of, the exercise, purported exercise or non-exercise of any of the Secured Party's rights, powers or remedies, and any such losses which are borne by the Secured Party shall form part of the Secured Money except to the extent that those losses arise from the negligence, bad faith or fraud on the part of the Secured Party.
- 10.4 Indemnity: The Secured Party shall be entitled to be indemnified out of the revenue from, or proceeds of sale of, the Secured Property against all costs, losses, expenses or liabilities sustained or incurred in the exercise, purported exercise or non-exercise of the Secured Party's rights, powers and remedies, including any cost, loss, expense or liability consequent upon any mistake or error of judgment.

11. SET-OFF

Without prejudice, and in addition, to any right of set-off, combination of accounts, lien or other right to which the Secured Party is at any time entitled (whether by law, contract or otherwise) the Secured Party may at any time after an Enforcement Event, without prior notice or demand, apply any amount owed or to become owing by the Secured Party in or towards satisfaction of any Secured Money and for such purpose is authorised to accelerate the date for payment of any amount owing by the Secured Party to the Debtor, notwithstanding the terms upon which such amount is so owing.

12. ATTORNEY

- 12.1 **Appointment:** For the purpose of enabling the Secured Party to obtain the full benefit of this deed the Debtor irrevocably appoints the Secured Party and every officer of the Secured Party to be the attorney of the Debtor (**Attorney**):
 - (a) at any time (whether before or after the occurrence of an Enforcement Event), to do anything which the Debtor agrees to do under the provisions of this deed or which, in the Attorney's opinion, is necessary or expedient to give effect to any right, power or remedy conferred on the Secured Party by this deed, by law or otherwise; and
 - (b) with effect only after the occurrence of an Enforcement Event:
 - to sign any transfer of, and to transfer, the Secured Property to any person on a sale thereof;
 - (ii) to commence, prosecute, settle and compromise actions or proceedings relating to the Secured Property; and
 - (iii) to exercise any other rights, powers or remedies which the Debtor may have as the holder or owner of the Secured Property.

12.2 Delegation and conflict: Each Attorney may:

 delegate its powers (including this power of delegation) to any person for any period, and revoke a delegation; and

- (b) exercise or concur in exercising the Attorney's powers even if the Attorney has a conflict of duty in doing so, or has a direct or personal interest in the means or result of that exercise of such powers.
- 12.3 Ratification: The Debtor hereby ratifies anything done by its Attorney or its delegate in accordance with this section 13.

13. ASSIGNMENT

0.1

- 13.1 The Secured Party may:
 - assign and transfer all or any of its rights and obligations under this deed to any person or persons; and
 - (b) disclose to a potential assignee or any other person with whom it may wish to enter into contractual relations in connection with any Relevant Document any information it may have concerning the Debtor.

14. NOTICES

- 14.1 Each notice or other communication to be given or made by the Secured Party to the Debtor may (without prejudice to any other method of delivery) be given or made by facsimile, personal delivery or prepaid letter at the facsimile number or address of the Debtor last known to the Secured Party and shall be deemed to be received (whether or not actually received):
 - (a) in the case of a facsimile, on the date of despatch or, if despatched after 5pm on a working day (in the place of receipt) or on a non-working day, on the next working day (in the place of receipt) after the date of despatch; and
 - (b) in the case of a prepaid letter, on the second working day after posting.

15. COSTS AND EXPENSES

- 15.1 Costs and expenses: The Debtor shall pay to the Secured Party upon demand an amount equal to all reasonable costs, losses and expenses and other liabilities on a full indemnity basis (including legal expenses on a solicitor and client basis and goods and services and similar taxes thereon) incurred or sustained by the Secured Party in connection with:
 - the exercise, enforcement or preservation, or attempted exercise, enforcement or preservation, of any right under a Relevant Document, or in suing for or recovering any Secured Money; and
 - (b) the granting of any waiver or consent under, or the giving of any variation or release of, any Relevant Document.
- Stamp duty and taxes: The Debtor shall pay all stamp, documentary, transaction, registration and other like duties and taxes (including fines, interest and penalties), if any, which may be payable or determined to be payable in connection with the signing, delivery, registration, performance, exercise of any right under, or enforcement or variation of, each Relevant Document, and shall indemnify the Secured Party against all liabilities with respect to, or resulting from, any delay or omission to pay any such duties or taxes.

- 15.3 GST exclusive: If any supply by the Secured Party to the Debtor shall, at the time of supply, be subject to goods and services tax, the Debtor shall pay to the Secured Party an amount equal to the applicable goods and services tax in addition to the consideration for that supply.
- 15.4 **Payments secured:** All amounts payable to the Secured Party pursuant to this clause 17 shall be payable by the Debtor upon demand, shall form part of the Secured Money, and until payment shall carry interest at the Specified Rate (both before and after any judgment).

16. PARTIAL INVALIDITY

16.1 If at any time any provision of any Relevant Document is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, that illegality, invalidity or unenforceability shall not affect the enforceability of the provisions, or (as the case may be) the remaining provisions, of this deed, nor shall the legality, validity or enforceability of any of those provisions under the law of any other jurisdiction in any way be affected or impaired thereby.

17. WAIVERS AND REMEDIES

- No implied waivers: Time shall be of the essence in respect of performance by the Debtor of its obligations under any Relevant Document, but no failure on the part of the Secured Party to exercise, and no delay on its part in exercising, any right, power or remedy under a Relevant Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 17.2 Remedies not exclusive: The rights, powers and remedies provided in this deed are in addition to, and not exclusive of, any rights, powers or remedies provided by law.

18. CHATTELS TRANSFER ACT

18.1 The covenants, provisos, agreements and powers set out in the Third and Fourth Schedules to the Chattels Transfer Act 1924 shall not be implied in this deed.

SIGNED by PEAK PRIMARY LIMITED

Director

My Shale

SIGNED by FRED THOMAS DRIVE) INVESTMENTS LIMITED)

Director

Directo

DATED

Sile copy organi à decets. 12 July 2013

PEAK PRIMARY LIMITED

Assignor

FRED THOMAS DRIVE INVESTMENTS LIMITED

Assignee

ASSIGNMENT BY WAY OF SECURITY OF SUBLEASE

KEEGAN ALEXANDER

BARRISTERS & SOLICITORS AUCKLAND

JW-184982-22-168-V5

PARTIES:

- 1. PEAK PRIMARY LIMITED company number 2164507 at Auckland (the Assignor)
- FRED THOMAS DRIVE INVESTMENTS LIMITED company number 3197268 at Auckland (the Assignee)

BACKGROUND:

- A. The Assignee, at the request of the Assignor, has entered into the Lease Agreement.
- B. In consideration of the Assignee agreeing to enter into the Lease Agreement and the Lease and in support of its obligations to the Assignee, the Assignor has agreed to execute this Deed.

TERMS OF THIS DEED:

1 DEFINITIONS

1.1 In this Deed:

"Assigned Property" means all of the right, title and interest, present or future, vested or contingent, in and to all sums due and to become due to the Assignor under the Sublease and all other rights, powers and benefits of the Assignor under the Sublease including all rights to any cause of action or remedy available to the Assignor which may have arisen or may in the future arise howsoever in connection with or under the Sublease.

"Lease" means the lease which the Assignee and Assignor are to enter into as lessor and lessee in accordance with the terms of the Lease Agreement.

"Lease Agreement" means the agreement to lease the Premises dated 13 June 2012 between the Assignee as lessor and the Assignor as lessee.

"Moneys Secured" means all moneys, howsoever described, which are payable and which are actually accrued or contingent, now or in the future owing to the Assignee under the Lease and the Lease Agreement (including but without limitation for damages, legal costs, expenses and liabilities of whatsoever nature) or this Deed (including any legal costs and fees incurred in respect of the enforcement of this Deed).

"Premises" means those parts of the ground floor of the Assignor's building situated at 2 Fred Thomas Drive, Takapuna as more particularly described in the Lease Agreement.





"Sublease" means, where the context permits or requires, any sublease or agreements to sublease entered into by the Assignor in relation to the Premises and includes, but not by way of limitation, the subleases listed in Schedule 2 and any other subleases or sublease agreements relating to the Premises which have been approved in writing by the Assignee.

"Tenant Bank Guarantee" has the same meaning as in the Agreement to Lease and Lease.

1.2 References

References to:

- any party includes a references to that party's permitted assigns and successors;
- a clause or a schedule are references to clauses in and schedules to this Deed;
- (c) a document (howsoever described) includes that document as varied, modified or replaced from time to time.
- 1.3 (a) The headings in this Deed are inserted for convenience only and shall be ignored in construing this Deed.
 - (b) Unless the context otherwise requires, words (including words defined in this Deed) denoting the singular number only shall include the plural and vice versa and words denoting any gender shall include all genders.

2 ASSIGNMENT BY WAY OF SECURITY

- 2.1 Transfer: The Assignor, in consideration of the Assignee entering into the Lease Agreement and Lease with the Assignor, as beneficial and legal owner hereby unconditionally, irrevocably and absolutely transfers and assigns the Assigned Property to the Assignee as continuing security for its obligations to the Assignee from time to time.
- 2.2 Reassignment: If at any time each and every sum owing or capable of being or becoming owing to the Assignee by the Assignor under the Lease Agreement and/or the Lease shall have been paid to the Assignee in accordance with the terms of the Lease Agreement, the Lease or otherwise, the Assignee will at such time thereafter at the request and the cost of the Assignor reassign the balance of the Assigned Property or the remaining proceeds thereof to the Assignor.

3 COVENANTS AND REPRESENTATIONS

- 3.1 Covenants: The Assignor hereby covenants that:
 - (a) Perform Obligations: It will duly and punctually perform its obligations under the Lease Agreement, the Lease and the Sublease and, in respect of the Sublease, it will use its reasonable endeavours to procure the due and

M

7

punctual performance by the other party or parties thereto of their obligations thereunder;

- (b) Notice: It will, unless a written dispensation is first obtained from the Assignee, forthwith give notice of the assignment contained in this Deed to every other party to the Sublease in, or substantially in, the form contained in Schedule 1 and will forthwith procure and deliver to the assignee the acknowledgments contained therein;
- (c) Negative Pledge: It will not, without the prior written consent of the Assignee create, assume, allow or permit to exist any mortgage, charge, encumbrance, pledge, security interest (as defined in the Personal Property Securities Act 1999), assignment or any other security or arrangement having a like effect over the Assigned Property in favour of anyone other than the Assignee and will not permit or enter into negotiations for the surrender of the Sublease without the prior written consent of the Assignee;
- (d) Modification of Amendment: It will not agree to any modification, subcontract or assignment or amendment to, waiver or release of any obligation of any other party to the Sublease under the Sublease without the prior written consent of the Assignee;
- (e) Trust: Immediately upon the happening of any default (howsoever called) in the Lease Agreement and/or the Lease and thereafter, if the Assignor shall receive any monies under or in respect of the Subleases those monies shall be held in trust for the Assignee and the Assignor shall immediately account for the same to the Assignee.
- 3.2 Representations: The Assignor hereby represents to the Assignee that:
 - (a) It is the legal and beneficial owner of the Assigned Property and as such, is entitled to grant the assignment contained in this Deed; and
 - (b) The obligations under the Sublease owned by all sublessees are valid, binding and enforceable and remain so at all times.

4 EXERCISE OF RIGHTS, POWERS AND REMEDIES

- 4.1 Subject to clause 4.2 the Assignee shall be entitled (but not obliged) at the Assignor's costs immediately to exercise all rights, powers and remedies possessed by it according to law as assignee of the Assigned Property and in any event shall have the right:
 - (a) Monies Owing: To collect, recover, compromise and give a good discharge for any and all moneys and claims for moneys for the time being comprised in the Assigned Property;
 - (b) Exercise Rights: To exercise in relation to the Assigned Property all such rights as the Assignor may be entitled to exercise in relation to the Assigned Property but for this Deed; and
 - (c) Apply Assigned Property: To apply any part or all of the Assigned Property or the proceeds thereof in or towards the discharge of all obligations of the Assignor to the Assignee.

图

4

- 4.2 The Assignee shall only be entitled to exercise its rights under clause 4.1 in the following circumstances:
 - (a) Arrears: If the rent under the Lease Agreement and/or the Lease is in arrears ten (10) working days after any of the relevant rent payment dates and the Assignor has failed to remedy that breach within ten (10) working days after service on the Assignor of a notice in accordance with section 245 of the Property Law Act 2007; or
 - (b) Breach of Covenant: In the case of a breach by the Assignor of any other covenant or agreement (either expressed or implied) in the Lease Agreement and/or the Lease, after the Assignor has failed to remedy that breach within the period specified in a notice served on the Assignor in accordance with section 246 of the Property Law Act 2007,

provided that if the Assignee requires an exercise of its rights under clause 4.1, then the Assignee shall not exercise its rights until a further period of ten (10) working days written notice has been provided to the Assignor of the Assignee's intention to exercise its rights and the Assignor has failed to remedy the relevant breach within that further period of time.

4.3 Notwithstanding any other provisions contained in this Deed once the Tenant Bank Guarantee has been delivered to the Secured Party, the Assignee shall not exercise its rights under clause 4.1 unless and until it has exhausted all of its rights under the Tenant Bank Guarantee.

5 ASSIGNEE'S RIGHTS PRESERVED

- 5.1 Cumulative Nature: The rights, powers and remedies provided in this Deed are cumulative and not (and are not to be construed as) exclusive of any rights, powers or remedies provided by law.
- No Waiver: No failure to exercise nor any delay on the part of the Assignee in exercising any right, power or remedy provided in this Deed or by law shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any further or other exercise of the same such right, power or remedy or the exercise of any other right, power or remedy.
- Rights not Affected: Neither this Deed nor any other security shall be affected by any act, omission, matter or thing which but for this provision might operate to release or discharge this security or to release, authorise, exonerate the Assignor from its obligations in whole or in part including, without limitation, by reason of any of the following:
 - the grant to the Assignor or to any other person of time, waiver or other indulgence or consideration or concession or the discharge or release of any of them;
 - (b) any transaction or arrangement that may take place between the Assignee and the Assignor or any other person;
 - the bankruptcy of or the liquidation or winding up or dissolution of the Assignor or any other person;

P

A

- (d) the Assignee becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme of reconstruction by or relating to the Assignor or any other person;
- the Assignee exercising or refraining from exercising any of the rights, powers or remedies conferred on it by law or by this Deed, or any other agreement or arrangement with any other person;
- (f) the variation, extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer in whole or part and with or without consideration of the Lease Agreement and/or the Lease, or of any security collateral thereto or hereto at any time held by the Assignee from any other person or by the taking of or failure to take any such security;
- (g) the Assignee obtaining a judgment against the Assignor or any other person for payment of any of the liabilities (actual or contingent) of any person;
- the Sublease, the Lease Agreement and/or the Lease or any other agreement or deed being amended or replaced; or
- any legal limitation, disability, incapacity or circumstances relating to the Assignor or any other person.

6 CONTINUING SECURITY

- 6.1 This Deed shall be a continuing security for the obligations of the Assignor and the obligations of the Assignor shall continue notwithstanding any settlement of account, intervening payment or other matter or thing whatsoever until a final discharge of this Deed shall have been given. In the event of the avoidance for any reason whatsoever by statute or otherwise of any payment under this Deed or any other document to the Assignee or any attorney appointed hereunder or thereunder irrespective of whether such avoidance operates from the time of such payment or from any later date then, notwithstanding any discharge or release given in respect of the assignment contained in this Deed or any other agreement or that (but for this provision) the Assignor may have been or become entitled to be released from its obligations hereunder or thereunder, the rights and remedies of the Assignee in respect of the Assigned Property shall be the same as if no such payment had been made, or discharge or release given.
- 6.2 Provided that where there is no subsisting or new default under the Lease or the Lease Agreement by the Assignor or for which the Debtor is liable actually or contingently as at the end of the initial term of the Lease then the Assignee shall provide the Assignor with a release of this Deed.

7 POWER OF ATTORNEY

7.1 Power of Attorney: All acts and things which under all or any of the covenants and agreements herein contained (or implied) or in the Sublease or in connection with the Sublease which could or ought to be done by the Assignor or which the Assignee is hereby or statute authorised or empowered to do, may (without any obligation whatsoever) be done by any attorney hereinafter appointed provided that the notice

\$

- periods provided in clause 4.2 have been given and the Assignee is entitled to exercise its rights under clause 4.1.
- 7.2 **Appointment of Attorney:** The Assignor hereby irrevocably appoints the Assignee and its directors (each an "Attorney") severally the true and lawful attorney of the Assignor for the purposes aforesaid in clause 7.1.
- 7.3 **Substitution of Attorney:** The Assignee may from time to time at the Assignee's pleasure appoint or remove any substitute attorney.

8 RECEIVER

- 8.1 Receiver: At any time after this deed has become enforceable the Assignee may without further notice appoint in writing under its hand any person or persons to be a Receiver of all or any part of the Assigned Property.
- 8.2 **Receiver's powers**: Every Receiver so appointed will have power either in the Receiver's name or in the name of the Assignor to do any of the following things:
 - (a) Take immediate possession of, get in and collect the Assigned Property;
 - (b) Do all acts which the Assignor might do for the protection or for the improvement of the Assigned Property;
 - (c) Appoint and discharge managers, officers, agents, solicitors, accountants, servants and others for and upon such terms as to remuneration or otherwise as the Receiver may think proper;
 - (d) Raise and borrow money on the security of the Assigned Property or any of them for the purpose of exercising any of the powers, authorities and discretions conferred on the Receiver by or pursuant to this deed and/or of defraying any costs, charges, losses or expenses which are incurred by the Receiver in the exercise thereof;
 - (e) Sell, convert into money and realise all or any part of the Assigned Property by public auction or private contract and generally in such manner and on such terms as the Receiver thinks proper and in particular (but without limiting the generality of the foregoing) for any such purposes to exercise all rights of the Assignor;
 - (f) Transfer the Assigned Property to the Assignee or any other person and to procure registration of such transferee as owner of such Assigned Property in any applicable register relating to the same;
 - (g) Settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or relating in any way to the Assigned Property;
 - (h) Bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Assigned Property or any of them as may seem to him or her to be expedient;
 - Give valid receipts for all money and execute all assurances and things which may be proper or desirable for realising the Assigned Property;

P

F

- (j) Execute all documents and do all such other acts and things as the Receiver may consider desirable or necessary for realising the Assigned Property or any of them or incidental or conducive to any of the matters, powers or authorities conferred on the Receiver under or by virtue of this deed;
- (k) Exercise in relation to the Assigned Property or any of them all such powers, authorities and things as the Receiver would be capable of exercising if he or she were the absolute beneficial owner of the same; and
- (I) Exercise all powers conferred by Section 14 of the Receiverships Act 1993.
- 8.3 Removal of Receiver: The Assignee may from time to time by writing under its hand remove any Receiver appointed by it and may whenever it may deem it expedient appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may (subject to any direction made by any Court under section 34(2) of the Receiverships Act 1993) from time to time fix the remuneration of any Receiver appointed by it.
- 8.4 Assignor's Agent: Any Receiver appointed by the Assignee will be the agent of the Assignor for all purposes and the Assignor and the Assignor alone will be responsible for the Receiver's contracts, engagements, acts, omissions, defaults, losses and misconduct and for liabilities incurred by him or her and for his or her remuneration.
- 8.5 Direct exercise by Assignee: All or any of the powers, authorities and discretions which are conferred by this deed (either expressly or impliedly) upon a Receiver of the Assigned Property may be exercised after the security created by this deed becomes enforceable by the Assignee without first appointing a Receiver of such property or any of it or notwithstanding the appointment of a Receiver of such property or any of it.
- 8.6 **No mortgagee in possession**: The Assignee will not nor will any Receiver appointed by reason of it or the Receiver entering into possession of the Assigned Property or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

9 INDEMNITY

9.1 In the event of the Assignor failing to pay any monies payable hereunder or failing to observe perform and keep any covenants, conditions or agreements contained or implied hereunder or under the Sublease, then without prejudice to any other rights and remedies of the Assignee hereunder or thereunder it shall be lawful for, but not obligatory upon the Assignee to pay any such monies or to observe, perform and keep any such covenant, condition or agreement and the Assignor undertakes and agrees to pay to the Assignee on demand all monies so paid by the Assignee and all costs, charges and expenses incurred by the Assignee in so doing together with interest thereon at the rate specified by the Assignee from time to time computed from the date or dates of such monies being expended by the Assignee until the date of payment by the Assignor and all such monies shall be included in the Moneys Secured.

A

fr

10 NOTICES

10.1 Any notice, request, demand or other document required or permitted to be given or made to the Assignor hereunder shall be made in the manner set out in the Lease.

11 COPY OF DEED AND FINANCING STATEMENT

11.1 The Assignor acknowledges receipt of a copy of this Deed and waives any right it may have to receive from the Assignee a copy of any financing statement, verification statement that is registered, issued or received at any time in relation to this Deed or any collateral security.

12 ACKNOWLEDGEMENT

- 12.1 Notwithstanding the transfer and assignment of the Assigned Property under this Deed, the Assignor shall remain liable to perform its obligations under or in relation to the Sublease and the Assignee shall not incur any liability or obligations of the Assignor in relation to the Sublease by virtue of this Deed and nor shall the Assignee be obliged to take any steps to recover any money or enforce any right in relation to the Assigned Property.
- 12.2 For the avoidance of doubt, the parties acknowledge and agree, for the purposes of section 11 of the Contractual Remedies Act 1979, that the Assignee has taken a transfer of the rights and benefits of the Assignor only in relation to the Sublease and the remedies of damages and cancellation (in respect of the Sublease) shall not be enforceable against the Assignee.

SIGNED by PEAK PRIMARY LIMITED

Director

SIGNED by FRED THOMAS DRIVE

INVESTMENTS LIMITED

Director

Director

Director

Director

SCHEDULE 1

NOTICE OF ASSIGNMENT

	NOTICE OF ASSIGNMEN
Date:	

To:

Dear Sirs,

- We refer to the Sublease dated to which we are both parties (together with any deed of sublease which may replace it), (the "Sublease").
- Please note that we have irrevocably and unconditionally assigned to Fred Thomas Drive Investments Limited ("Assignee") absolutely by way of security all of the right, title and interest in and to our rights, powers and benefits under the Sublease. We have also appointed the Assignee and any of its directors severally to be our lawful attorney in connection with all matters arising out of or in connection with our rights, powers and benefits under the Sublease.
- Please also note that we have agreed with the Assignee not to vary or agree to vary any of the provisions of the Sublease without the prior written consent of the Assignee.
- The rights we have assigned to the Assignee include all claims for moneys due and to become due to us under, all claims for damages arising out of any breach of, the right to receive all communications under, and the right to give any consents, or approvals under, the Sublease. Notwithstanding the fact that we have so assigned our right, title and interest in the Sublease to the Assignee, we are to remain responsible for the performance of all of the obligations contained in the Sublease and the Assignee is not bound to undertake any such obligations and shall not incur any liability under the Sublease. For the avoidance of doubt, the Assignee has no obligation or liability to you under the Sublease and we shall at all times remain responsible for the performance of all our obligations under the Sublease and for any failure to comply with our obligations under the Sublease. Please note that the assignment specifically precludes the remedies of damages and cancellation as against the Assignee, for the purposes of section 11 of the Contractual Remedies Act 1979 and, (to the extent necessary to give effect to it) the Sublease shall be deemed to have been amended accordingly.
- Accordingly any such moneys which may be payable by you to us should **only upon** receipt by you of written direction from the Assignee be paid to the Assignee at or any such other address as the Assignee may from time to time nominate.
- Please note that the instructions contained herein may only be varied or revoked on the written instruction of the Assignee.
- Please acknowledge receipt of this notice of assignment by signing the form of deed of acknowledgment set out at the footer of this letter and returning the same to the Assignee.

Peak Primary Limited

DEED OF ACKNOWLEDGMENT

To: Fred Thomas Drive Investments Limited

We acknowledge receipt of the notice dated given by Peak Primary Limited ("Sublessor"). The notice is of the irrevocable and unconditional assignment by the Sublessor of the rights and moneys mentioned in the notice. We note that the Sublessor has appointed you its attorney for the purpose of the sublease between us and the Lessor ("Sublease"). We confirm that we will not vary or surrender the Sublease without your prior written consent. This is without prejudice to the exercise by us of all or usual rights and remedies under the Sublease.

We also confirm to you that the Sublease is valid and enforceable and constitutes the entire agreement between us and there are no variations, side letters or other agreements or arrangements of any kind whatsoever which affect the Sublease or our obligations under it and nor have we received any notice of any prior assignment of the Sublease by the Sublessor.

We acknowledge that although rights and benefits of the Sublessor under the Sublease have been assigned to you, the Sublessor remains fully liable for the performance of all of its obligations to us under the Sublease and you have no liability to perform any obligations under the Sublease and we have no right to enforce the Sublease against you (whether pursuant to section 11 of the Contractual Remedies Act 1979 or otherwise at law). To the extent necessary to give effect to the foregoing, the Sublease shall be deemed to have been amended accordingly. We further agree that the remedies of damages and cancellation shall not be enforceable against you under the Lease.

Signed for and on behalf of)
in the presence of:)
2	Director
	Director
Witness Signature	
Witness Full Name	
Witness Occupation	
Witness Address	

SCHEDULE 2

SUBLEASES

- Peak Primary Limited sublease to New Zealand Radiology Group Limited dated 31 October 2012
- Peak Primary Limited sublease to Alexander Richard Turnbull dated 31 October 2012
- Peak Primary Limited sublease to Lifespan Plus Limited dated 31 October 2012
- Peak Primary Limited sublease to Accuron Radiology Limited dated 19 March 2013

Rental Bond and Undertaking

("the Bond")

At the request of Fred Thomas Health Pharmacy Limited ("the Tenant") and in consideration of Peak Primary Limited ("the Landlord") accepting this Bond as the security required by the lease to be entered into between the Landlord and the Tenant for part of the ground floor premises at 2 Fred Thomas Drive, Takapuna, Auckland ("the Lease") Sharp Tudhope Lawyers ("the Stakeholder") hereby unconditionally undertakes to pay on demand made in accordance with the provisions of this Bond any sum or sums which may from time to time be demanded by the Landlord to a maximum aggregate sum of NZ\$125,721.48 (one hundred and twenty five thousand seven hundred and twenty one dollars 48 cents) (the "bond amount").

This undertaking is to continue until:

- notification has been received from the Landlord that the bond amount is no longer required by the Landlord; or
- payment has been made to the Landlord by the Stakeholder of the whole of the bond amount or such part as the Landlord may require (and there is thereafter no balance outstanding in respect of the bond amount); or
- the term of the lease has expired and the Tenant's obligations have been wholly performed;
 or
- 4. the Lease has been assigned by the Tenant (on the basis that the assignee has provided to the Landlord a replacement bond or guarantee in substantially the same form as the Bond).

Reference to "Landlord" also means any of the Landlord's successors, permitted assignees and transferees (on the basis that each of them shall have the benefit of the provisions of this Bond).

Should the Stakeholder be notified in writing, signed by the Landlord, demanding in accordance with the provisions of this Bond payment pursuant to the provisions of this Bond of the whole or any part or parts of the bond amount, it is unconditionally agreed that such payment or payments will be made to the Landlord forthwith without reference to the Tenant and notwithstanding any notice given by the Tenant to the Stakeholder not to pay the bond amount (and without regard to the performance or non-performance of the Tenant or Landlord under the Lease).

Any alteration to the terms of the Lease or any extensions of time or any other forbearance by the Landlord or Tenant will not impair or discharge the Stakeholder's liability under the Bond.

Any notice or communication given to a party (including, demand for payment of any moneys which may become payable pursuant to the provisions of the Bond) shall be deemed to have been sufficiently made if made in writing in accordance with the provisions of this Bond, signed by the relevant party or by any director, secretary, employee or officer of that party, and:

- (a) served personally or delivered on, or posted as a registered letter addressed to the other party at its place of business in New Zealand noted below, or any other address notified by one party to the other; or
- (b) faxed to the relevant party at the fax number set out below.

Sharp Tudhope Lawyers

Address: Level 4, 152 Devonport Road, Tauranga 3110

Fax no.: 07 578 5133

Landlord:

Name:

Peak Primary Limited

Address:

Fax no.:

Such notice or communication (including demand for payment):

- if it is delivered, shall be deemed to be received by the relevant party when left at the (a) relevant address, as the case may be;
- if sent by registered post, shall be deemed to be received by the relevant party on the third (b) day following the day it was handed into the care of an office of the New Zealand postal system;
- if sent by fax, as soon as the sender receives from the sender's fax machine a report of an (c) error free transmission to the correct fax number.

However, if any notice or communication is given, on a day that is not a business day (being a day on which registered bank are open for business in Auckland, other than on Saturday or Sunday) or after 5pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

Nothing in this Bond requires the Stakeholder to perform any of the Tenant's obligations under the Lease. The Stakeholder's obligations extend only to the payment of money actually held by the Stakeholder from time to time in accordance with the terms of this Bond and the Lease.

This Bond shall be governed by and construed in accordance with the laws of New Zealand.

Dated at Towargs

2013

Signed by Sharp Tudhope by one of its partners:

Signature



Level 23, ANZ Centre 23-29 Albert Street Auckland 1010, Tel: 09 252 6287

Fax: 09 353 8838

SET BANK WEW ZEALAND LINGS international Irada Services Auckland N.Z.

Guarantee No. GO215541166

Beneficiary:

Peak Primary Limited Level 1, 124 Vautier Street

Napier

Date of issue: July 31, 2015

Date of issue:

Not Exceeding NZ\$125,721.48 One Hundred and Twenty-Five Thousand Seven Hundred and Twenty-One Dollars & 48/100 New Zealand currency New Zealand Dollars

ANZ DEMAND GUARANTEE

ANZ Bank New Zealand Limited (ANZ) issues its Demand Guarantee (Instrument) as follows:

Type of Instrument:

Financial Guarantee

Instrument No:

GO215541166

Applicant:

Fred Thomas Pharmacy (2015) Limited of Building B, 602 Great South Road,

Applicant:

Greenlane, Auckland

Fred Thomas Pharmacy (2015) Limited

Building B, 602 Great South Road

Greenlane, Auckland

Beneficiary:

Peak Primary Limited of Level 1, 124 Vautier Street, Napier

Underlying Relationship: Sublease of part ground floor, 2 Fred Thomas Drive, Takapuna

Maximum Amount:

NZ\$125,721.48 (One Hundred and Twenty-Five Thousand Seven Hundred and

Twenty-One Dollars & 48/100 New Zealand currency)

Place of Presentation:

Level 23, ANZ Centre, 23-29 Albert Street, Auckland, NZ or such other address as

notified in writing to the Beneficiary by ANZ from time to time (ANZ's Office)

Form of Presentation:

Paper delivered personally or by courier to ANZ's Office in one lot

Required Documents:

Not applicable

Required language:

Demands, documents and notices issued or required in connection with this

Instrument shall be in the language of the Instrument.

Expiry:

On the first to happen of

(i) ANZ receiving notice from the Beneficiary at the ANZ's Office that this

Instrument is no longer required,

(ii) ANZ has paid the Maximum Amount,

(iii) the return of this Instrument to ANZ's Office.

Party liable for charges: All charges are for the account of the Applicant Terms:

UDICINAL



Level 23, ANZ Centre 23-29 Albert Street Auckland 1010, Tel: 09 252 6287

Tel: 09 252 6287 Fax: 09 353 8838



- ANZ irrevocably undertakes to pay the Beneficiary any sum or sums not exceeding in aggregate the Maximum Amount upon presentation in the form indicated above to ANZ of the Beneficiary's compliant demand together with the Required Documents (if any) listed above.
- 2. Demands can only be made by the Beneficiary and must
 - (i) be marked as drawn under this Instrument,
 - (ii) request payment of all or part of the Maximum Amount and
 - (iii) specify the bank account of the Beneficiary into which payment is to be made by ANZ.
- Demands must be received at ANZ's Office on or before the Expiry of the Instrument. ANZ will not recognise or pay a demand made after the Expiry of this Instrument.
- Other notices in connection with this Instrument must be signed and delivered personally or by courier to ANZ's Office.
- Payments under this Instrument will be made electronically to an account of the Beneficiary only, without ANZ giving prior notice of the payment to the Applicant, despite the Applicant giving any notice to ANZ not to pay the amount payable under this Instrument, without regard to the performance or non-performance of the Applicant or Beneficiary under the Underlying Relationship in any respect and notwithstanding any alterations to the terms of the Underlying Relationship or any extensions of time or any other forbearance or indulgence by the Beneficiary or Applicant to the other.
- 6. ANZ may rely entirely on the face alone of any demand, notice or Required Document presented to it under this Instrument and has no responsibility or obligation to investigate or satisfy itself as to the authenticity or correctness of the matters stated in, the signatures on, or the positions of such signatories stated in a demand, notice or Required Document or capacity or entitlement of a party to give and execute a demand, notice or Required Document.
- 7. ANZ may at any time, without being required to do so, pay the Beneficiary the Maximum Amount or, after having made a part payment of the Maximum Amount, the balance outstanding or any lesser amount that the Beneficiary may require and thereupon this Instrument expires.
- 8. This Instrument may be assigned by the Beneficiary to any assignee or successor in title to the Beneficiary who is entitled from time to time to receive payment of rent from the subtenant under the sublease referred to as the Underlying Relationship above, provided ANZ Bank New Zealand Limited receives written notice of any such assignment.
- ANZ does not have to do anything under this instrument if ANZ considers that doing so would breach
 any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or
 regulations.
- This Instrument will be decided in accordance with the laws of New Zealand and is subject to the jurisdiction of the courts of New Zealand

Signed for and on behalf of ANZ Bank New Zealand Limited By its duly authorised Manager

Bryn Meredith Manager Guarantees

ORIGINAL



Level 23, ANZ Centre 23-29 Albert Street Auckland 1010, Tel: 09 252 6287 Fax: 09 353 8809 SWIFT: ANZBNZ22102



Guarantee No. GO188131166

Principal:
Peak Primary Limited
Suite 2.5, The Axis Building
1 Cleveland Rd
Parnell
Auckland

November 10, 2014

Date of issue:

Guarantee Amount:
Not Exceeding NZD 35,000.00
Thirty Five Thousand and 00/100 New Zealand Dollars

1/100 New Zealand Dollars

BANK GUARANTEE

Customer:

Takapuna

Auckland 0622

Accuron Radiology Limited

2 Fred Thomas Drive

To: Peak Primary Limited (the Principal)

For: Accuron Radiology Limited (the Customer)

- 1. ANZ Bank New Zealand Limited (the Bank) asks the Principal to accept this undertaking in connection with a contract or agreement between the Principal and Customer for the lease of premises at 2 Fred Thomas Drive, Takapuna, Auckland 0622.
- 2. In consideration of the Principal accepting this undertaking, the Bank undertakes unconditionally to pay the Principal on written demand from time to time any sum or sums to an aggregate amount not exceeding NZD35,000.00 (Thirty Five Thousand New Zealand Dollars)
- 3. The Bank will pay this amount or any parts of it to the Principal on demand without reference to the Customer and even if the Customer has given the Bank notice not to pay the money, and without regard to the performance or non-performance of the Customer or Principal under the terms of the contract or agreement.
- 4. Any alterations to the terms of the contract or agreement or any extensions of time or any other forbearance by the Principal or Customer will not impair or discharge the Bank's liability under the undertaking.
- 5. The undertaking remains in force until one of the following events occurs:

ORIGINAL





- (a) the Principal notifies the Bank in writing that the undertaking is no longer required
- (b) the Bank has paid the said aggregate amount or the balance outstanding to the Principal
- (c) 4.00pm on the 4th August 2019
- 6. Notwithstanding anything stated in this undertaking, the Bank has the right to terminate it at any time by paying the Principal the aggregate amount or the balance outstanding, or any lesser amount that the Principal may require and thereupon the liability of the Bank under this guarantee shall immediately cease and determine.
- 7. The undertaking and the Principal's rights and benefits under it may be assigned by the Principal without the consent of the Bank. The Principal shall give the Bank notice in writing of the assignment advising the address and the details of the assignee.
- 8. This Guarantee shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the jurisdiction of the Courts of New Zealand.

Dated at Auckland this 10th November 2014

Signed for and on behalf of ANZ Bank New Zealand Limited By its duly authorised Officer

Bryn Meredith

Manager Guarantees

ORIGINAL

Page 2 of 2