

DEED OF LEASE

SIXTH EDITION 2012 (4)

GENERAL address of the premises:
3 Fred Thomas Drive, Takapuna.

DATE: 8 NOVEMBER 2016.

LANDLORD:
FRED THOMAS DRIVE INVESTMENTS LIMITED company number 3197268

TENANT:
AUCKLAND EYE LIMITED company number 867407

GUARANTOR:

THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND TENANT covenant as set out in the First, Second and Third Schedules.

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

SIGNED by the Landlord *
Fred Thomas Drive Investments Limited
 in the presence of:

 Witness Signature

 Witness Name

 Witness Occupation

 Witness Address



 Signature of Landlord

CARSTOPHER SMALE
 Print Full Name
 (for a company specify position:
 Director/Attorney/Authorised Signatory)


 Signature of Landlord

GREGORY JOHN SWALE
 Print Full Name
 (for a company specify position:
 Director/Attorney/Authorised Signatory)

SIGNED by the Tenant *
Auckland Eye Limited
 in the presence of:



 Witness Signature

Deb Boyd
 Witness Name

CEO
 Witness Occupation

Auckland Eye
 Witness Address

8 St Marks Rd
Remuera
Auckland


 Signature of Tenant

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


 Signature of Tenant

STREST
 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

~~SIGNED by the Guarantor *~~~~[]~~~~in the presence of:~~~~Signature of Guarantor~~~~Witness Signature~~~~Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)~~~~Witness Name~~~~Witness Occupation~~~~Witness Address~~~~Signature of Guarantor~~~~Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)~~~~* If appropriate, add:~~~~"by its director(s)" OR "by its duly appointed attorney"~~

Note: Signing by a company – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.

If two directors sign, no witnessing is necessary.

If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.

SIGNED by **OASIS SURGICAL LIMITED**
by its directors

)
)

Director

Director

FIRST SCHEDULE

1. **PREMISES:** The whole of the ground floor of 3 Fred Thomas Drive, Takapuna having a rentable area of approximately 530.66 m2 as is shown for identification on the premises plan attached at Annexure A.
2. **CAR PARKS:** 30 allocated car parks initially in the position as shown on the car park plan attached at Annexure B (but subject always to clauses 35.5 - 35.6)
3. **TERM:** Ten (10) years
4. **COMMENCEMENT DATE:** 31 May 2016
5. **RIGHTS OF RENEWAL:** One right for a five (5) year term
6. **RENEWAL DATES:** 31 May 2026
7. **FINAL EXPIRY DATE:** 30 May 2031
8. **ANNUAL RENT:**

Premises \$ See attached	plus GST
(Subject to review if applicable)	
Car Parks \$	plus GST
TOTAL \$	plus GST
9. **MONTHLY RENT:** \$ See attached ~~plus GST~~
10. **RENT PAYMENT DATES:** The 1st day of each month commencing on the 1st day of August 2016
11. **RENT REVIEW DATES:**

(Specify review type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified there will be no reviews. Where there is a conflict in dates, the market rent review date will apply.)	<ol style="list-style-type: none"> 1. Market rent review dates: The renewal date being 31 May 2026 Adjustment 2. CPI rent review dates: On each anniversary of the Commencement Date including throughout the term of the initial lease and any renewal term (but excluding the Renewal Date).
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12. **DEFAULT INTEREST RATE:** 14 % per annum
(subclause 5.1)
13. ~~BUSINESS USE:~~ See attached
(subclause 46.4)

FIRST SCHEDULE (continued)

8. ANNUAL RENT (subject to review)

Premises: \$400.00 plus GST per m²

Rentable area of the premises – 530.66 m²

Estimated initial annual rent for the premises \$ 212,264.00 plus GST

Allocated Car parks:

Annual rent for the 30 allocated leased car parks

@ \$40.00 per week per car park \$ 62,400.00 plus GST annually

ESTIMATED TOTAL \$ 274,664.00 per annum plus GST

9. MONTHLY RENT

- (1) For the period from 31 July 2016 until the annual rent is next increased in accordance with the terms of the lease on 31 May 2017:

\$22,888.66 plus GST per month.

(For clarity outgoings shall be payable from the Commencement Date.)

13. BUSINESS USE:

The principal use for ophthalmology and/or optometry use including (without limitation)

- (a) medical, surgical and training services;
- (b) testing and support services; and
- (c) retail sales of aides and devices;

in every case as the same relates to ophthalmology and/or optometry and ancillary thereto the use by specialists of any operating theatre within the premises for surgical procedures and recovery whether or not such procedures are related to the principal use of ophthalmology and/or optometry provided that such use of any operating theatre by specialists is only undertaken on a session by session basis and subject always to clause 33.6.

14. LANDLORD'S INSURANCE:

(subclause 23.1)

(Delete or amend extent of cover as appropriate)

~~(Delete either (a) or (b). If neither option is deleted, then option (a) applies)~~~~(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed then option (ii) applies)~~

- (1) Cover for the building against damage and destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; on the following basis:

- (a) Full replacement and reinstatement (including loss damage or destruction of windows and other glass);
at the option of the Landlord

OR

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

- (2) Cover for the following additional risks:

- (a) (i) ~~12~~²⁴ months

OR

- (ii) _____ months

indemnity in respect of consequential loss of rent and outgoings.

- (b) Loss damage or destruction of any of the Landlord's fixtures fittings and chattels.

- (c) Public liability

- (d) earthquake cover for full replacement

- (1) 9 months

OR~~(2)~~**15. NO ACCESS PERIOD:**

(subclause 27.6)

~~(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)~~

See attached

16. PROPORTION OF OUTGOINGS:

(subclause 3.1)

~~% which at commencement date is estimated to be \$ _____ Plus GST per annum~~

17. LIMITED LIABILITY TRUSTEE:

(subclause 45.2)

18. OUTGOINGS:

(clause 3)

- (1) Rates or levies payable to any local or territorial authority.
- ~~(2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.~~
- ~~(3) Rubbish collection and recycling charges.~~
- ~~(4) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.~~
- (5) Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees (subject to subclause 23.2).
- ~~(6) Service contract charges for air conditioning, lifts, other building services and security services.~~
- ~~(7) Cleaning, maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services.~~
- ~~(8) The provisioning of toilets and other shared facilities.~~
- ~~(9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.~~
- ~~(10) Yard and car parking area maintenance and repair charges but excluding charges for repaving or resealing.~~
- ~~(11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses.~~
- ~~(12) Management expenses (subject to subclause 3.7).~~
- ~~(13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.~~

16. PROPORTION OF OUTGOINGS:

A fair proportion calculated by reference to the ratio that the rentable area of the premises bears to the rentable area of that part of the property comprising 2 Fred Thomas Drive and 3 Fred Thomas Drive, but not 4 Fred Thomas Drive.

SECOND SCHEDULE

TENANT'S PAYMENTS

31 July 2016

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. ~~(credit being given to the Tenant on account of any deposit previously paid by the Tenant).~~

Market Rent Review

- 2.1 The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be determined as follows:
- Either party may not earlier than 3 months prior to a market rent review date and not later than the next rent review date (regardless of whether the next rent review date is a market or CPI rent review date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date.
 - 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 subclause 2.2.
 - 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.
 - Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term.
 - The annual rent agreed, determined or imposed pursuant to subclause 2.1 shall be the annual rent payable as from the relevant market 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 market rent review date but subject to subclause 2.3 and 2.4.
 - The market 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:
- By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent.
 - If the party receiving a notice fails to appoint a valuer within the 20 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.
 - The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.
 - 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.
 - 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 of the representations but not be bound by them.
 - The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party.
 - If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this subclause 2.2.

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

Interim Market Rent

- 2.3 Pending determination of the new rent, the Tenant shall from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:
- 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
 - if only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - if no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market 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 shall be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 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.

GPI Rent Review See attached Third Schedule

~~2.5 The annual rent payable from each GPI rent review date shall be determined as follows:~~

- (a) ~~The Landlord shall adjust the annual rent on the basis of increases (and not decreases) in the GPI by giving notice to the Tenant of the increase (if any) using the formula:~~
- $$A = B \times (C + D)$$
- ~~Where:~~
- ~~A = the GPI reviewed rent from the relevant GPI rent review date~~
 - ~~B = the annual rent payable immediately before the relevant GPI rent review date~~
 - ~~C = GPI for the quarter year ending immediately before the relevant GPI rent review date~~
 - ~~D = GPI for the quarter year ending immediately before the last rent review date or if there is no previous rent review date, the commencement date of the then current term of the lease (and in the case where A is the GPI reviewed rent for a renewal date then the last rent review date of the immediate preceding lease term or if there is no rent review date the commencement date of the preceding term)~~
- ~~where (C + D) shall not be less than 4.~~
- (b) ~~If the GPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the GPI, or a resetting of the GPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.~~
- (c) ~~If the relevant GPI is not published at the relevant GPI rent review date, as soon as the GPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant GPI rent review date.~~
- (d) ~~Notwithstanding any other provision of subclause 2.5, the annual rent payable as from the relevant GPI rent review date shall not be less than the annual rent payable immediately preceding the GPI rent review date (and in the case where the relevant GPI rent review date is a renewal date, the annual rent payable at the expiry of the preceding term).~~

~~2.6 The new rent determined pursuant to subclause 2.5 shall be payable from the relevant GPI rent review date once it is determined by the Landlord giving notice under that subclause. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the GPI rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.~~

Outgoings from the commencement date

- 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 of it 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 shall 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 that 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 a 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 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 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. See attached Third Schedule

Goods and Services Tax

- 4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rental and other payments payable by the Tenant under this lease. The GST 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 under this lease and the Landlord becomes liable to pay Default GST then the Tenant shall on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under subclause 5.1.

Interest on Unpaid Money

- 5.1 If the Tenant defaults in payment of the rent or other moneys payable under this lease 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.
- 5.2 Unless a contrary intention appears on the front page or elsewhere in this lease the default interest rate is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 per cent per annum.

Costs

- 6.1 Each party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Tenant shall pay 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 lawyer and client) of and incidental to the 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 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 in the same clean order repair and condition as they were in at the commencement date of this lease (or where the lease is renewed, the commencement date of the initial term 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. The premises condition report (if completed) shall be evidence of the condition of the premises at the commencement date of this lease. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.

(b) **Breakages and minor replacements**

Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors windows light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.

(c) **Painting**

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of this lease (or where the lease is renewed the commencement date of the initial term of this lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord such approval not to be unreasonably withheld, and in any event during the 6 month period prior to the end or earlier expiry of the term of this Lease. This work will be carried out 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 the same or better quality, specification and appearance when reasonably required by the Landlord.

(e) **Damage or Loss**

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

~~8.2 Where the Tenant is leasing all of the property, the Tenant shall:~~

~~(a) **Care of grounds**~~

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

~~(b) **Water and drainage**~~

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

~~(c) **Other works**~~

~~Carry out those works maintenance and repairs to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.~~

8.3 * Notwithstanding subclause 8.1(a) the Tenant shall not be liable for the maintenance or repair of any building services but this subclause shall not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

8.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises nor to pay any outgoings incurred by the Landlord in remedying any inherent defect. **See attached Third Schedule.**

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 subclauses 8.1 or 8.2 the Tenant shall with all reasonable speed so comply. **See attached Third Schedule**

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 recycling 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 and the car parks in good order and repair and weatherproof but the Landlord shall not be liable for any:

(a) Repair or maintenance which the Tenant is responsible to undertake.

(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.

(c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks.

(d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing of that from the Tenant and has not within a reasonable time after that 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. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.

11.3 The Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract pursuant to subclauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

Notification of Defects

12.1 The Tenant shall give to the Landlord prompt written 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.

***Subject to the Tenant's obligations under clause 8.6 which shall prevail and**

Landlord's Right of Inspection

- 13.1 The Landlord and the Landlord's employees contractors and invitees may at all reasonable times and after having given prior written notice to the Tenant (except in the case of emergencies) enter upon the premises to view their condition.

Landlord may Repair

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

Access for Works

- See attached Third Schedule
- 15.1 ~~The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out works to the premises or adjacent premises and to install inspect repair renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs inspections and works shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.~~
- 15.2 If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in subclause 15.1, then during the period the works are being carried out a fair proportion of the rent and outgoings shall cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under subclause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3 If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in subclause 15.1* to be carried out, the Landlord may give the Tenant reasonable written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings shall cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4 The Landlord shall act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with subclauses 15.1 and 15.3.
- See attached Third Schedule ~~which are necessary to comply with the requirements of any current or future statutes, regulations, by-law or requirement of any competent authority (but not for any other purpose),~~

USE OF PREMISES**Business Use**

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

Lease of Premises and Car Parks Only

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

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 See attached Third Schedule

- 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 without the prior approval in writing of the Landlord but 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 in connection with the signage.~~

Additions, Alterations, Reinstatement and Chattels Removal

- the exterior shopfront of the premises
- 20.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the ~~external appearance of the building~~ ^{interior of the} 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 authorises any alterations or additions which are made before the commencement date or during the term of this lease the Tenant will at the Tenant's own expense if required by the Landlord no later than the end or earlier termination of the lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. 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 and shall provide copies of the building consents and code compliance certificates to the Landlord.

20.3 The Tenant may at any time before and will if required by the Landlord no later than the end or earlier termination of the term remove all the Tenant's chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to subclause 20.1 the Tenant will make good at the Tenant's own expense all resulting damage and if the chattels are not removed by the end or earlier termination of the term ownership of the chattels may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where subclause 27.5 applies, the time by which the Tenant must remove the chattels and to make good all resulting damage will be extended to 5 working days after access to the premises is available.

20.4 The cost of making good resulting damage and the cost of removal of the Tenant's chattels 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.

See attached Third Schedule

Compliance with Statutes and Regulations

21.1 The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant provided that:

- (a) The Tenant shall not be required to make any structural repairs alterations or additions ~~nor to replace or install any plant or equipment~~ except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
- (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises. See attached Third Schedule
- (c) The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from a competent authority under this subclause.

21.2 If the Landlord is obliged by any legislation or requirement of any competent authority to expend moneys during the term of this lease or any renewed term on any improvement addition or alteration to the property which is not the Tenant's responsibility under subclause 21.1 and the expenditure would be an unreasonable amount then the Landlord may determine this lease. Any dispute as to whether or not the amount to be expended by the Landlord is unreasonable shall be determined by arbitration.

21.3 The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.

21.4 The Tenant, when undertaking any building work to the premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.

21.5 During the term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

No Noxious Use

22.1 The Tenant shall not:

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

INSURANCE

Landlord shall insure

23.1 The Landlord shall at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this subclause becomes unavailable during the term of this lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.

23.2 The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured, or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to. If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant will pay the Landlord the amount of the excess not exceeding the sum specified in the list of outgoings in the First Schedule

Tenant not to void insurance

24.1 The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:

- (a) Shall make void or voidable any policy of insurance on the property.
- (b) May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

24.2 In any case where in breach of subclause 24.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant shall at once compensate the Landlord in full for such loss or damage.

See attached Third Schedule.

When Tenant to have benefit of Landlord's insurance

- 25.1** Where the property is destroyed or 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 the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this subclause if and to the extent that:
- (a) The destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
 - (b) The destruction or 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:
 - (1) occurred on or about the property; and
 - (2) constitutes an imprisonable offence; or
 - (c) Any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

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

- 26.1** If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- ~~(a) as to render the premises untenable then the term shall at once terminate from the date of destruction or damage; 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. See attached Third Schedule.~~
- Any termination pursuant to this subclause shall be without prejudice to the rights of either party against the other.

Partial Destruction

See
attached
Third
Schedule

- 27.1** If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - (b) all the necessary permits and consents are obtainable,
- 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 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. See attached Third Schedule

No Access in Emergency

- 27.5** If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent reduce or overcome any hazard, harm or loss that may be associated with the emergency including:
- (a) a prohibited or restricted access cordon applying to the premises; or
 - (b) prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
 - (c) restriction on occupation of the premises by any competent authority,
- then a fair proportion of the rent and outgoings shall cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.
- 27.6** This subclause 27.6 applies where subclause 27.5 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the lease being cancelled as provided for in subclauses 26.1 or 27.4. Either party may terminate this lease by giving 10 working days written notice to the other if:
- (a) the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
 - (b) the party that terminates this lease can at any time prior to termination establish with reasonable certainty that the Tenant is unable to gain access to the premises for that period.
- Any termination shall be 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) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:
- (a) If the rent shall be in arrears 10 working days after any rent payment date 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 expressed or implied in this lease (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, statutory management, voluntary administration, receivership or liquidation of the Tenant.

- (e) If the Tenant shall suffer 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).

The term shall terminate on the 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 under this lease 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. This entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

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

QUIET ENJOYMENT

- 31.1 The Tenant paying the rent and performing and observing all the covenants and agreements expressed and implied in this lease 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

9

- 32.1 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 the notice in breach of this lease then the Landlord will grant a new lease for a further term from the renewal date as follows:
- If the renewal date is a market rent review date the annual rent shall be the current market rent which if not agreed on shall be determined in accordance with subclause 2.2 but the annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term. ~~disregarding any rent free period.~~
 - ~~If the renewal date is a GPI rent review date, the annual rent shall be determined in accordance with subclause 2.5.~~
 - Subject to the provisions of paragraphs (a) and (b) the new lease shall be upon and subject to the covenants and agreements expressed and implied in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date.
 - The annual rent shall be subject to review during the term of the new lease on the rent review dates specified in the First Schedule.
 - 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 or the security of a bank guarantee that has been given.
 - If the renewal date is a market rent review date, pending the determination of the rent, the Tenant shall pay an interim rent in accordance with subclauses 2.3 and 2.4.
 - Notwithstanding anything contained in subclause 32.1(f) the interim rent referred to in that subclause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term. ~~disregarding any rent free period~~
 - The parties will not be released by the renewal of the lease from any liability for any breach under this lease.

ASSIGNMENT OR SUBLETTING

- 33.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises, the carparks (if any) or any part of them without first obtaining the written consent of the Landlord which the Landlord shall not unreasonably withhold or delay if the following conditions are fulfilled:
- The Tenant proves to the reasonable 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 and in the case of the subtenant the subtenant's commitments under the sublease. The Tenant shall give the Landlord any additional information reasonably required by the Landlord.
 - All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.
 - 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. ~~by the assignee~~
 - In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia) either 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 ~~or a bank guarantee from a registered trading bank in New Zealand on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease is provided to the Landlord.~~ ~~See attached Third Schedule.~~
 - 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. ~~See attached Third Schedule~~
- 33.2 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.
- 33.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably withheld or delayed. ~~See attached Third Schedule~~

UNIT TITLE PROVISIONS or becomes

34.1 Clause 34 applies where the property is part of a unit title development.

Body Corporate

34.2 The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in subclauses 34.2 to 34.7 "the Act") in respect of the property.

Act and Rules Paramount

34.3 This lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

Insurance

34.4 Unless the Body Corporate has resolved that the Landlord is to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance cover in accordance with the Act.

Landlord's Obligations

34.5 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.

Tenant's Obligations

34.6 The Tenant shall comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property.

Consents

34.7 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 the matter would be necessary under its rules or the Act.

CARPARKS

30

~~Subject to clauses 35.5-35.6~~

35.1 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.

~~35.2 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 subclauses 26.4 or 27.3.~~

35.3 The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular shall only use the car parks for the parking of one motor vehicle per parking space.

35.4 The provisions of the Second Schedule shall apply to the car parks as appropriate.

See attached Third Schedule

GENERAL**Holding Over**

36.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation shall be a periodic tenancy only terminable by at least 20 working days notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under this lease.

Access for Re-Letting or Sale

37.1 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 and after reasonable written notice.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

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

Affirmation

39.1 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

40.1 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

41.1 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 under this lease.

Notices

42.1 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.

- 42.2 In respect of the means of service specified in subclause 42.1(b)(2), 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.
 - ~~(d) In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.~~
- 42.3 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.
- 42.4 A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 42.5 Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 47.1(p).
- 42.6 Any period of notice required to be given under this agreement shall be computed by excluding the date of service.

Arbitration

- 43.1 The parties shall first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 43.2 Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 43.3 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 of the New Zealand Law Society. 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 to this and varied accordingly.
- 43.4 The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in subclause 28.1.

No Implied Terms

- 44.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this lease where allowed.

Limitation of Liability

- 45.1 If any person enters into this lease as trustee of a trust, then:
- (a) That person warrants that:
 - (1) that person has power to enter into this lease under the terms of the trust; and
 - (2) that person has properly signed this lease in accordance with the terms of the trust; and
 - (3) 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 lease; and
 - (4) all of the persons who are trustees of the trust have approved entry into this lease.
 - (b) 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 lease 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.
- 45.2 Notwithstanding subclause 45.1, a party to this lease that is named in item 17 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 45.1(b).

Counterparts

- 46.1 This lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by facsimile or email.

DEFINITIONS AND INTERPRETATION

- 47.1 In this lease:
- (a) "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
 - (b) "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
 - (c) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
 - (d) "emergency" for the purposes of subclause 27.5 means a situation that:
 - (1) is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service; and
 - (2) causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
 - (3) the event is not caused by any act or omission of the Landlord or Tenant.

- (e) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (f) "premises" includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule.
- (g) "premises condition report" means the report as set out in the Sixth Schedule.
- (h) "renewal" means the granting of a new lease as provided for in subclause 32.1.
- (i) "rules" in clause 34 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (j) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (k) "term" includes, where the context requires, a further term if the lease is renewed.
- (l) "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.
- (m) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- ~~(n) "the property" and "the building" mean the land, building(s) or improvements 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. See attached Third Schedule~~
- (o) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees.
- (p) "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.
- (q) A reference in this lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (r) A reference to the words "include" or "including" are to be interpreted without limitation.
- (s) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (t) 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.
- (u) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (v) Where the Landlord's consent or approval 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 or approval, and
 - (2) must, within a reasonable time of the Landlord's consent or approval being requested:
 - (i) grant that consent or approval; or
 - (ii) notify the Tenant in writing that the consent or approval is withheld.

See attached Third Schedule, Seventh Schedule and Annexures A-D.

THIRD SCHEDULE

FURTHER TERMS (if any)

See attached.

THIRD SCHEDULE

Further Terms

Adjustment Rent Review

2.5 On each adjustment rent review date, the annual rent payable immediately prior to the relevant adjustment rent review date shall be increased to the higher of the figures produced in accordance with the rent increase mechanisms set out at clauses 2.5(a) and 2.5(b) as follows:

- (a) the annual rent payable immediately prior to the relevant adjustment rent review date increased by 2% per annum. If applicable, applying this percentage rent review mechanism the annual rent payable from the first adjustment rent review date on 31 May 2017 shall be \$280,157.28 plus GST and the same percentage rent review calculation shall apply to each adjustment rent review date occurring during the term of this lease and any renewal term.
- (b) (i) the annual rent payable immediately prior to the relevant adjustment rent review date adjusted by the Landlord on the basis of increases (and not decreases) in the CPI by the Landlord giving notice to the Tenant of the increase (if any) using the following formula:

$$A = B \times (C/D)$$

Where

A = the CPI reviewed rent from the relevant adjustment rent review date.

B = the annual rent payable immediately before the relevant adjustment rent review date.

C = the CPI for the quarter year ending immediately before the relevant adjustment rent review date.

D = CPI for the quarter year ending immediately before the last adjustment rent review date or if there is no previous adjustment rent review date, the commencement date of the then current term of the lease.

Where (C/D) shall not be less than 1.

- (ii) If the CPI is discontinued and not replaced, or, if there is a material change to the basis of calculation of the CPI, or a resetting of the CPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.
- (iii) If the relevant CPI is not published at the relevant adjustment rent review date, as soon as the CPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant adjustment rent review date

- 2.6 The new rent determined pursuant to sub-clause 2.5 shall be payable from the relevant adjustment rent review date once the Landlord has determined whether applying the CPI mechanism pursuant to sub-clause 2.5(b) produces a higher figure than the percentage increase mechanism provided for under clause 2.5(a) and the Landlord will give notice of the same to the Tenant following ascertainment of the final calculation. Pending determination of the new rent the Tenant will pay the rent that applies prior to the adjustment rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.

Outgoings

- 3.7 For the purposes of clause 3.1, the term "the property" shall be limited only to the Landlord's property comprising 2 Fred Thomas Drive and 3 Fred Thomas Drive and the Outdoor Area.
- 3.8 In addition to the Tenant's obligations to pay outgoings as referred to above, the Tenant shall also pay throughout the term of the lease and any renewal term the following:
- (a) All charges and expenses in respect of all utilities and other services supplied or used by the Tenant in the premises and the Tenant shall indemnify the Landlord against liability in respect of such charges and expenses. Without limitation, the Tenant's obligations under this clause 3.8(a) shall extend to electricity, water, gas (if any) telephone rents and charges and all line charges relating to any of the utilities.
 - (b) The Fixed Outgoings in accordance with clauses 3.9 - 3.11 (inclusive), irrespective of the actual outgoings incurred.
- 3.9 The Tenant shall pay the Fixed Outgoings by equal monthly payments in advance (or as varied pursuant to any review of the Fixed Outgoings as provided for in this lease) on first day of each month commencing on 1 June 2016 together with Fixed Outgoings calculated on a daily basis for any period from the commencement date of the term to the first payment date for Fixed Outgoings. All Fixed Outgoings shall be paid without any deductions or set off by direct payment to the Landlord or as the Landlord may direct.
- 3.10 On each Fixed Outgoings Adjustment Date the Fixed Outgoings payable immediately prior to the relevant Fixed Outgoings Adjustment Date shall be increased to the higher of the figures produced in accordance with the increase mechanism set out at clauses 3.10(a) and 3.10(b) as follows:
- (a) the Fixed Outgoings payable immediately prior to the relevant Fixed Outgoings Adjustment Date increased by 2% per annum. If applicable, applying this Fixed Outgoings adjustment mechanism the Fixed Outgoings payable from the first Fixed Outgoings Adjustment Date on 31 May 2017 shall be \$21,650.92 plus GST and the same percentage Fixed Outgoings calculation shall apply to each Fixed Outgoings Adjustment Date occurring during the term of this lease and any renewal term including on the renewal date.
 - (b) (i) the Fixed Outgoings payable immediately prior to the relevant Fixed Outgoings Adjustment Date adjusted by the Landlord on the basis of increases (and not decreases) in the CPI by the Landlord giving notice to the Tenant of the increase (if any) using the following formula:

$$A = B \times (C/D)$$

Where

A = the CPI adjusted Fixed Outgoings from the relevant Fixed Outgoings Adjustment Date.

B = the Fixed Outgoings payable immediately before the relevant Fixed Outgoings Adjustment Date.

C = the CPI for the quarter year ending immediately before the relevant Fixed Outgoings Adjustment Date.

D = CPI for the quarter year ending immediately before the last Fixed Outgoings Adjustment Date or if there is no previous Fixed Outgoings Adjustment Date, the commencement date of the then current term of the lease (and in the case where A is the CPI adjusted Fixed Outgoings for a renewal date then the last Fixed Outgoings Adjustment Date of the immediate preceding lease term or if there is no Fixed Outgoings Adjustment Date the commencement date of the preceding term)

Where (C/D) shall not be less than 1.

(ii) If the CPI is discontinued and not replaced, or, if there is a material change to the basis of calculation of the CPI, or a resetting of the CPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.

(iii) If the relevant CPI is not published at the relevant Fixed Outgoings Adjustment Date, as soon as the CPI is published an appropriate adjustment will be made to the Fixed Outgoings (if necessary) with effect from the relevant Fixed Outgoings Adjustment Date

3.11 The new Fixed Outgoings determined pursuant to sub-clause 3.10 shall be payable from the relevant Fixed Outgoings Adjustment Date once the Landlord has determined whether applying the CPI mechanism pursuant to sub-clause 3.10(b) produces a higher figure than the percentage increase mechanism provided for under clause 3.10(a) and the Landlord will give notice of the same to the Tenant following ascertainment of the final calculation. Pending adjustment of the new Fixed Outgoings the Tenant will pay the Fixed Outgoings that apply prior to the Fixed Outgoings Adjustment Date. On determination of the new Fixed Outgoings, the Tenant will immediately pay any shortfall to the Landlord.

Maintenance and Care of Premises

8.4 ... unless and save to the extent that any inherent defect is caused or contributed to by the Tenant including (without limitation) in carrying out any fitting out works to the premises, any other alterations carried out by the Tenant or any other act or default of the Tenant.

8.6 Notwithstanding any other provision of this lease the Tenant shall be liable at its sole cost for the installation, maintenance and repair of all mechanical, ventilation and air-conditioning equipment, plant and services within the premises and serving the premises ("A/C Systems") and shall be required to keep the same in good order and

repair and where the A/C Systems or any component thereof becomes beyond repair the Tenant shall be responsible for replacing the same.

Access for Works

15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (and at any time and without notice in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out repairs and other works to the premises or adjacent premises or to the building or to the utility or other services provided to the Tenant and/or to other tenants of the building and to install, inspect, repair, renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any current or future statutes, regulations, by-law or requirement of any competent authority. The Landlord shall use reasonable endeavours to ensure that all repairs and inspections and work shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.

15.5 For clarity the provisions of this clause 15 shall not apply to any Development Works or to the exercise by the Landlord of any of its rights in each case under clause 35 and instead the provisions of clause 35 only shall apply to the same.

Business Use

16.4 The Tenant must at the cost of the Tenant provide for the safety and security of the Tenant's premises.

16.5 The Tenant acknowledges that the premises may not be used:

- (a) for the purposes of providing education services to members of the public including but without limitation the provision of language tuition, provided that the Tenant shall be entitled to undertake seminars and tuition to clients and medical professionals ancillary to the Business Use specified in the First Schedule provided such seminars and tuition are related to the Business Use;
- (b) for providing a cafe or coffee bar open to members of the public;
- (c) as a general medical practice or for the provision of general medical and/or specialist medical services to members of the public save that such restrictions shall not apply to the Business Use specified in the First Schedule as at the commencement date of the initial term of this lease; and
- (d) for any use associated with the sex industry.

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 premises other than as follows:

- (a) Signage on the shop front of the premises and on the exterior of the building above the shop front in the position shown on the plans attached at Annexure D, in each case, describing the Tenant's business but then only in accordance with the Landlord's Signage Rules, strictly subject to compliance with provisions of clause 20 and subject always to obtaining the Landlord's prior written consent not to be unreasonably withheld or delayed;

- (b) Signage on the Fred Thomas Drive Pylon Sign provided the Tenant has first obtained the prior written consent of the Landlord to the signage proposed displaying the Tenant's name and business.

- 19.2 The Tenant will be responsible for obtaining and maintaining all consents required from any relevant authority to install and maintain shopfront signage consented to by the Landlord under clause 19.1(a).
- 19.3 The Tenant shall at all times observe and perform the Signage Rules and the Landlord shall have the right to vary or amend the Signage Rules from time to time by written notice given to the Tenant provided that no such variation or amendment shall derogate from the rights of the Tenant under this lease.
- 19.4 If the Tenant does not observe the Signage Rules then the Landlord shall be entitled to remove any offending signs and store or dispose of the same at the Tenant's risk and cost.
- 19.5 The Tenant must ensure that all signage of the Tenant is kept in attractive and good condition and where appropriate kept illuminated during normal trading hours.
- 19.6 Without limitation to the previous provisions of this clause 19 the Tenant shall not install or display any signage flags or signage boards on or affixed to the premises or outside of the premises.
- 19.7 Fixtures, fittings or stock of the Tenant located inside the premises shall not when considered together with any signage on the window surface permitted under this lease, exceed more than a total of 20% of the window surface and the Tenant shall not be entitled to display any adverts, fly-stickers or other signage on the shop front including the glass windows and entrance door other than shop front signage permitted in accordance with clause 19.1.
- 19.8 The Tenant will at the expiration or sooner determination of this lease at the Tenant's cost remove all signs and advertising affixed or installed in accordance with this lease and will make good any damage or disfigurement caused by reason of the installation or removal.
- 19.9 Any right to install signage under this lease does not confer on the Tenant any form of naming right.
- 19.9 The Tenant shall pay all costs (including professional fees) incurred by the Landlord in considering the Tenant's proposed signage and changes to such signage.
- 19.10 For the purposes of this clause 19, it is acknowledged that if the Landlord obtains any consents from any relevant authority for signage in relation to the premises or any part of 3 Fred Thomas Drive in relation to which the Tenant benefits from signage rights under this lease then it shall be unreasonable for the Landlord to withhold its consent to the Tenant's proposed signage if such signage complies with all such consents but this shall be without prejudice to the Tenant's obligations to comply with the previous provisions of this clause 19 which shall continue to apply.

Additions and Alterations

- 20.5 If the Landlord consents to the proposed additions or alterations to the interior of the premises then the Tenant as a condition of this consent must:

- (c) Obtain all necessary consents and approvals for the proposed works;
- (d) 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;
- (e) 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
- (f) Pay any professional fees incurred by the Landlord in perusing the Tenant's plans and specifications and assessing the proposed additions and alterations.

20.6 Without prejudice to the Tenant's reinstatement and removal obligations under clauses 20.1 and 20.3, pending such removal, the Tenant must pay to the Landlord an occupation fee on a daily basis calculated in the same manner, with the necessary changes, as the monthly rental payable by the Tenant on holding over by the Tenant after the expiration of the term under clause 36.1 of this Lease.

20.7 Notwithstanding the previous provisions of this clause 20 the Tenant shall not make any alterations to the exterior of the premises or alter the external appearance of the building or paint the exterior of the premises including the shopfront save only for alterations to the exterior shop front permitted under clause 19.

Compliance with Statutes and Regulations

21.1 (b) ... or the Tenant is required to comply pursuant to clause 16.2 which obligations shall prevail over this clause 21.1(b) or the obligation relates to works carried out by the Tenant.

Tenant not to void insurance

24.3 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 \$5,000,000 (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.

Total destruction

26.1 ... in the reasonable opinion of the Landlord so as to require demolition or reconstruction then the Landlord must elect to either:

- (a) within three months of the date of damage give the Tenant one month's written notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage; or
- (b) within three months of the date of damage confirm that the lease is still on foot and reinstate the building in accordance with clause 27, as if the building had only been partially destroyed or damaged but not so as to render the premises untenable;

provided that if the Landlord does not give any notice within such time periods and the premises are untenable, the term shall at once terminate from the date of destruction or damage.

- 27.1 If the Landlord gives notice pursuant to clause 26.1(b) or if the Landlord fails to give such notice and

Assignment or Subletting

- 33.1 (d) ... or at the election of the Landlord at its sole discretion, a replacement Bank Guarantee from a registered trading bank in New Zealand approved by the Landlord for a sum equivalent to nine (9) month's rent and outgoings plus GST payable under the lease as at the date of the assignment and for a period expiring not earlier than the date three (3) months following the expiry date of the then term of the lease and otherwise on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease, is delivered to the Landlord.
- 33.1 (f) In the case of a sublease the Tenant procures that the subtenant enters into a deed of covenant in a form approved or prepared by the Landlord's solicitor to observe the terms of the headlease.
- 33.4 When the Tenant or sub-tenant is a partnership, the 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 and will require the written consent of the Landlord in accordance with the terms of this clause 33.
- 33.5 Notwithstanding the provisions of this clause 33, the Landlord acknowledges and agrees as follows:
- (a) the Tenant may sublet part of the premises to opticians and/or to ophthalmologists other than the Tenant; and
 - (b) the Tenant may sublet the premises to a joint venture entity comprising the Tenant and the Eye Institute Limited;

provided in each case the requirements of clauses 33.1(b), 33.1(c), 33.1(e) and 33.1(f) are complied with in relation to that sublease and further provided that in every instance there is no change in the business use permitted under this lease.

- 33.6 Notwithstanding the provisions of this clause 33, the Landlord acknowledges and agrees that for so long as the principal use of the premises is that specified in the First Schedule to this lease as at the commencement date, then the Tenant may from time to time allow specialists to use any operating theatre within the premises for surgical procedures that are not related to ophthalmology and/or optometry and for post operative recovery from the same, subject to the following:

- (a) Such use shall only be permitted on a session by session basis;
- (b) No consulting services shall be provided by such specialist to patients from the premises;
- (c) Nothing in this clause 33.6 shall be construed as granting exclusive possession of the premises or any part to such specialists;
- (d) No relationship of landlord and tenant shall arise as between the Tenant and any such specialist(s);
- (e) The Tenant shall procure that for so long as such specialists are using any operating theatre, such specialists do not do or omit to do anything which places the Tenant in breach of the terms of this lease;
- (f) There is no change to the business use specified at Item 13 of the First Schedule;
- (g) On written request being made by the Landlord from time to time, the Tenant shall provide the names of all specialists who are then using the premises for the purposes permitted by this clause 33.6 and the Tenant shall also confirm the type of surgical procedures being carried out by such specialists at the premises;
- (h) Notwithstanding any use of any operating theatre by specialists in accordance with the provisions of this clause 33.6, nothing shall alleviate the Tenant from its obligations and covenants contained in this lease which shall continue in full force and effect; and
- (i) Notwithstanding any other provision of this lease the Tenant shall not have any exclusivity of use in relation to any such surgical procedures permitted under this clause 33.6.

33.7 Notwithstanding the provisions of this clause 33, for so long as the Tenant is Auckland Eye Limited (Company No 867407) and the principal use of the premises is that specified in the First Schedule to the lease as at the commencement date then the Tenant may permit Oasis Surgical Limited, (Company Number 2197042) who for the purpose of this clause 33.7 is referred to as **Oasis**, to share occupation of those parts of the premises comprising the operating theatre, recovery rooms, staff room and reception areas without requiring the consent of the Landlord but strictly subject to compliance with the following conditions:

- (a) Oasis shall share occupation of such areas on a limited number of days during each month and not on a continual basis;
- (b) Such sharing of occupation by Oasis shall at all times comply with the principal use of the premises as specified in the First Schedule to this lease as at the commencement date;
- (c) Nothing in this clause 33.7 shall be construed as granting exclusive possession of the premises or any part to Oasis and at no time shall Oasis occupy the whole of the premises;
- (d) No relationship of landlord and tenant shall arise as between the Tenant and Oasis;

- (e) The Tenant shall procure that for so long as Oasis is sharing occupation of the premises Oasis shall not do or omit to do anything which places the Tenant in breach of this lease;
- (f) There is no change to the business use specified at Item 13 in the First Schedule; and
- (g) Notwithstanding any sharing of occupation of the premises by Oasis in accordance with the provisions of this clause 33.7, nothing shall alleviate the Tenant from its obligations and covenants contained in this lease which shall continue in full force and effect.

Provided further that immediately upon the earlier of the date on which Oasis ceases to be a related company of Auckland Eye Limited (as related company is defined in the Companies Act 1993), the date on which this lease ceases to be vested in Auckland Eye Limited and the date on which the Landlord consents to a change in the principal use of the premises from that specified in the First Schedule to this lease as at the commencement date (but without any obligation on the Landlord to do so) the provisions of this clause 33.7 shall immediately cease to apply but without prejudice to the Landlord's rights against the Tenant for any prior breach of this clause 33.7. In such circumstances the Tenant shall procure that Oasis immediately vacates the premises and any signage advertising Oasis' operation from the premises shall be removed from the premises and the exterior of the building and the Tenant will make good any damage or disfigurement caused by reason of the installation and removal.

Oasis has executed this lease by way acknowledgement to the Landlord of the fact that it shares occupation of the premises on the terms set out in this clause 33.7 and Oasis agrees with the Landlord that it will comply with the terms of this clause 33.7 provided that such execution shall not be construed as imposing any further obligations in this lease on Oasis. The acknowledgement and agreement of Oasis does not in any way limit the Tenant's obligations to comply with clause 33.7 and is without prejudice to the Landlord's rights against the Tenant in relation to any breach of the provisions of clause 33.7. The liability of the Tenant and Oasis under clause 33.7 shall be joint and several and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against Oasis in the event of any breach of their respective obligations under this clause 33.7.

Carparks

- 35.5** The Landlord may carry out repairs to any of the car parks and no abatement of rent or other compensation shall be claimed by or be payable to the Tenant except that during such period as the Tenant does not have access to any of its leased allocated carparks (if any) or a replacement car park or car parks then rent will abate at the rate per car park being paid at that time for such period as the Tenant has no use of the relevant car park or a replacement car park.
- 35.6** Subject to first giving the Tenant not less than one month's notice in writing, the Landlord has the right from time to time to relocate the Roadside Carparks to other carparks on the property including relocation to park a specified number of vehicles in a shared carpark area or a multi level carpark provided the same is located within the property and on the expiry of the Landlord's notice the Tenant must cease to park in the Roadside Carparks and commence parking in the relocated car park or car parks. There will be no rent abatement or other compensation as a result of relocation of any Roadside Carparks. For the avoidance of doubt, the Landlord shall have no right to relocate the Shop Front Carparks and any relocation of the Roadside

Carparks shall preserve the Tenant's right to exclusive possession of each of the relocated spaces.

35.7 The Tenant acknowledges that the Landlord has the right to use, build on, add to, expand, improve, extend, vary, reduce and in any manner whatsoever alter, deal with or develop the property or any part including common parts ("Development Works") without having any liability to pay compensation to the Tenant as a result of such Development Works save that where any such Development Works are to be undertaken by the Landlord to 3 Fred Thomas Drive and/or the Surrounding Area only then the following provisions will apply:

- (a) the Landlord will use best endeavours to cause as little inconvenience to the Tenant as is reasonable practicable (having regard to the nature of the Development Works);
- (b) the Landlord will give the Tenant reasonable prior notice of such Development Works commencing (having regard to the nature of the intended Development Works and likely effect it may have on the Tenant);
- (c) where it is reasonable to do so, or where such works will or are likely to cause excessive noise, such Development Works will be carried out outside normal business hours of 8:30am to 5:30pm Monday - Friday; and
- (d) the Development Works will not materially diminish the accessibility or visibility of the premises and/or signage, or materially affect the Tenant's use and/or enjoyment of the premises for the Business Use or in any way damage the premises or the Landlord's or Tenant's fixtures and fittings.

If the Development Works are being undertaken to 3 Fred Thomas Drive and/or the Surrounding Area then subject to the Landlord complying with all requirements of subclauses 35.7(a) to (d) (inclusive), no compensation shall be payable by the Landlord to the Tenant which would otherwise arise as a result of the Landlord undertaking the Development Works to 3 Fred Thomas Drive and/or the Surrounding Area. For clarity the provisions of this clause 35.7 shall not apply to any works undertaken by the Landlord to comply with its obligations under clause 11 of this lease or to any works undertaken pursuant to clause 15.1 of this lease.

35.8 The Tenant expressly consents to any resource consent applications and building consent applications for the property which might be applied for by the Landlord or be made by or on behalf of the Landlord or by any adjoining owner with the consent of the Landlord and will sign all documents required to evidence such consent on demand by the Landlord, save that in so far as any resource consent applications and building consent applications relate to 3 Fred Thomas Drive and/or the Surrounding Area only (and not otherwise) the Tenant's obligations under this clause 35.8 shall apply provided that such applications for consent in relation to 3 Fred Thomas Drive and/or the Surrounding Area (as the case may be), if granted, would not materially adversely effect the Tenant's use and enjoyment of the premises for the Business Use specified in the First Schedule, or rights granted to it under this lease.

35.9 Subject always to the Landlord complying with the requirements of clause 35.7, exercise by the Landlord of its rights contained in clause 35.7 shall not be a breach of the quiet enjoyment covenants contained in this lease.

35.10 The provisions of clause 15 shall not apply to the exercise by the Landlord of any its rights under this clause 35.

Definitions and interpretation

- 47.1 (n) "the property" and "the building" mean all of the land, building(s) or improvements of the Landlord presently contained in unique identifiers NA89B/718, NA89B/719 and NA88C/125 and where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
- (w) "Signage Rules" mean the signage rules attached to this lease at the Seventh Schedule, subject to variation or amendment in accordance with clause 19.3.
- (x) "Fred Thomas Drive Pylon Sign" means the illuminated pylon sign to be situated on Fred Thomas Drive in the indicative position as shown on the plan attached at Annexure D.
- (y) "2 Fred Thomas Drive" means the land and buildings comprising that part of the Landlord's property shown tinted red on the premises plan attached at Annexure C.
- (Z) "3 Fred Thomas Drive" means the land and buildings comprising that part of the Landlord's property shown tinted orange on the plan attached at Annexure C.
- (AA) "4 Fred Thomas Drive" means the land and buildings comprising that part of the Landlord's property shown tinted blue on the plan attached at Annexure C.
- (BB) "Roadside Carparks" means the 15 carparks demised to the Tenant under this lease initially in the position shown marked yellow on the plan attached at Annexure B and labelled "Roadside Carparks" (subject to clauses 35.5 – 35.6).
- (CC) "Shop Front Carparks" means the 15 carparks demised to the Tenant under this lease shown marked yellow on the plan attached at Annexure B and labelled "Shop Front Carparks".
- (DD) "Outdoor Area" means the whole of the area shown hatched black on the plan attached at Annexure C;
- (EE) "Surrounding Area" means that part of the Outdoor Area adjacent to 3 Fred Thomas Drive shown tinted green on the plan attached at Annexure C.
- (FF) "Fixed Outgoings" means the sum of \$21,226.40 per annum plus GST subject to review in accordance with clauses 3.9 - 3.11 (inclusive);
- (GG) "Fixed Outgoings Adjustment Date" means each anniversary of the commencement date throughout the term of the initial lease and any renewed term and including the Renewal Date;
- (HH) "Agreement to Lease" means the agreement to lease made between the Landlord and the Tenant dated 27 March 2015 pursuant to which this lease is granted.

Tenant to Occupy Premises at its Risk

48. 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 those for whom the Landlord is responsible, or due to breach of statutory obligations by the Landlord or those for whom the Landlord is responsible.

Health and Safety in Employment Act

49. The Tenant acknowledges that it is aware of its obligations and duties under the Health and Safety at Work Act 2015 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.

Fire Safety

50. 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.

Bank Guarantee

- 51.1 The Tenant must provide and maintain throughout the term of the lease a Bank Guarantee in favour of the Landlord for the Guaranteed Amount as set out below.

- 51.2 In this clause 51 the following terms have the following meaning:

- (a) "Bank Guarantee" means a bank guarantee in favour of the Landlord from a registered bank in New Zealand reasonably 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 (acting reasonably) for the Guaranteed Amount;
- (b) "Guaranteed Amount" means:
 - (1) For the initial term of the lease from the commencement date until the renewal date the sum of \$261,925.00 inclusive of GST; and

- (2) From the renewal date of 31 May 2026 (if the renewal right is exercised) the increased sum equivalent to nine (9) months' annual rent and outgoings plus GST then payable under the lease as at the renewal date based on the revised rent agreed or determined following the market rent review due on the renewal date.

- 51.3 If the Tenant fails to do and punctually observe and perform any of the Tenant's obligations under this lease, then the Landlord may at its discretion at any time call upon and exercise its rights under the Bank Guarantee and appropriate and apply so much of the Guaranteed Amount as is received by the Landlord from time to time to compensate the Landlord for loss or damage suffered or sustained because of the breach by the Tenant. Any exercise by the Landlord of its rights under this clause shall not waive the Tenant's breach and will not prejudice any other rights of the Landlord arising from such breach. In the event that the Landlord calls upon the Bank Guarantee then the Tenant must forthwith put in place a replacement Bank Guarantee for the balance of the term of the Lease then extant for the full Guaranteed Amount.
- 51.4 If the Landlord assigns or transfers its interest in the lease or the premises, then the Bank Guarantee will be assigned and transferred to the person to whom the Landlord assigns or transfers its interest under the lease.
- 51.5 On the date three (3) months after the earlier of:
- (a) The expiry date of the lease or expiration of any holding over period (whichever is the later); or
 - (b) 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.
- 51.6 The Landlord will have no obligation to grant any renewal of this lease unless the Bank Guarantee for the Guaranteed Amount applicable from the renewal date in accordance with clause 51.2(b)(2) has been provided for the term of the renewed lease by the renewal date.
- 51.7 If at any time the Tenant assigns its interest in the premises, the Landlord shall, subject to all conditions set out in clause 33.1 being satisfied including (without limitation) any replacement Bank Guarantee required by the Landlord pursuant to clause 33.1(d) having first been lodged with the Landlord, the Landlord shall release the relevant bank from its obligations under the existing Bank Guarantee.

No Separation of Landlord's Property

- 52.1 It is acknowledged by the parties that the Landlord's interest in the premises derives from the land currently comprised in three separate certificates of title, being Lot 1 DP 150159 (Identifier NA89B/718) ("Lot 1"), Lot 2 DP 150159 (Identifier NA89B/719) ("Lot 2") and Section 1 Survey Office Plan 61394 (Identifier NA88C/125) ("Section 1"). The Landlord covenants that during the term of this lease and any renewal term the Landlord's interest in such land shall be held in common ownership by the Landlord (whether the original Landlord under this lease or any successor in title to the Landlord) and

(notwithstanding any replacement certificate(s) of title which may issue from time to time) there shall be no transfer, assignment or other disposal which would result in Lot 1, Lot 2 and Section 1 each being owned other than by the same entity.

52.1 Clause 52 is an essential term of this lease.

Exclusivity of Use

53.1 The Landlord covenants with the Tenant that for the term of the lease including any renewal term (if applicable) provided the Tenant is:

(a) complying with the terms of the lease; and

(b) is Auckland Eye Limited (Company No 867407) and/or is conducting the principal business use as specified in the First Schedule as at the commencement date of the initial term of this lease from the premises,

then from the commencement date of the initial term of this lease the Landlord will not lease any other premises at 2, 3 or 4 Fred Thomas Drive then owned by the Landlord for the principal use for ophthalmology and/or optometry.

53.2 For clarity, the exclusivity of use conferred by clause 53.1 shall not prevent the Landlord from leasing any other premises at 2, 3 or 4 Fred Thomas Drive for the purposes of an operating theatre or for surgical procedures provided such surgical procedures are not for the principal use of ophthalmology and/or optometry.

53.3 The provisions of clause 53.1 do not mean that that existing or new tenants cannot use their premises as offices for ophthalmology and/or optometry related uses as long as they do not actually provide competing ophthalmology and/or optometry services to members of the public from those premises.

53.4 Notwithstanding the above the Tenant waives its right under clause 53.1 to exclusivity in relation to part of the ground floor of 2 Fred Thomas Drive which the Tenant acknowledges is currently and may from time to time continue to be used for ophthalmology and/or optometry services and in doing so such use will not be deemed to be a breach of the Landlord's obligations under clause 53.1 above.

FOURTH 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;~~
- ~~(b) Indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.~~

~~THE GUARANTOR covenants with the Landlord that:~~

- ~~1. No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.~~
- ~~2. As between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.~~
- ~~3. The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.~~
- ~~4. An assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability.~~
- ~~5. Should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several.~~
- ~~6. The Guarantee and indemnity shall extend to any holding over by the Tenant.~~

FIFTH SCHEDULE

LANDLORD'S FIXTURES AND FITTINGS

(Subclause 47.1(f))

All fixtures and fitting provided in the premises by the Landlord pursuant to the terms of the Agreement to Lease including in particular (but without limitation) the shop front windows and doors, sprinkler system to an open plan layout, fire alarm system, electrical supply and distribution board.

SIXTH SCHEDULE

PREMISES CONDITION REPORT

(Subclause 8.1)

Premises newly constructed and in first class order and condition as at the Commencement Date as evidenced in the premises condition report attached but disregarding:

(1) Any parts of the Tenant's fitting out of the premises undertaken by the Tenant in accordance with the Agreement to Lease; and

(2) Any damage caused by implementation of the Tenant's fit-out

and as may be shown in the report attached.

Better particulars of the photographs attached have previously been supplied to and agreed by the Tenant.

Signature:

Entrance and reception					
	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Exposed Concrete aggregate - carpet due to be laid in entrance area and behind reception desk.
Walls	X				Brand new tiles
Ceilings	X				Solid gib ceiling, painted, brand new.
Lighting	X				Downlights, feature light to be installed above reception.
Glass	X				Glass entrance lobby, good condition.
Other	X				Reception desk installed as per photos

Sub-tenancy First on right					
	As New	Excellent	Average	Fair/Poor	Comments
Floor			X		Concrete
Walls			X		Not finished
Ceilings			X		Open - not finished
Lighting					Not installed
Blinds					Not installed
Other					Currently used as storage as per photos.

Signature:

Signature:

Left of reception - waiting area

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Carpet tiles - black/grey pattern. Exposed polished concrete aggregate.
Walls	X				Tiled, not yet finished.
Ceilings	X				Acoustic Autex panels - as new.
Lighting	X				4x downlights
Blinds	X				Brand new roller blinds.
Other	X				Sink installed as per photos

Consult rooms x4 - behind reception

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Carpet tiles - grey/black pattern
Walls	X				Painted and wallpapered as per photos. No marks
Ceilings	X				Solid gibbed painted ceiling.
Lighting	X				4x downlights in each room.
Built-in shelving	X				As per photos. Sinks installed in all rooms.

Utility area behind reception

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Carpet tiles - grey/black pattern. Exposed polished aggregate concrete.
Walls	X				Wallpapered. 1x small tear as per photo.
Ceilings	X				Ceiling grid - brand new
Lighting	X				4xLED panel lights.

Toilet -opposite waiting room

	As New	Excellent	Average	Fair/poor	Comments
Floor	X				Exposed aggregate polished concrete
Walls	X				Painted white
Ceilings	X				Solid painted ceiling
Lighting	X				1x downlight
Other	X				toilet cistern, sink, grab rail installed.

Kitchen area opposite waiting room

	As New	Excellent	Average	Fair/poor	Comments
Floor	X				Carpet tiles - grey/black pattern. Exposed aggregate polished concrete.
Walls	X				Painted
Ceilings	X				Ceiling tiles, 3x LED panel lights
Kitchen	X				As new, per photos

Office next to waiting room

	As New	Excellent	Average	Fair/poor	Comments
Floor	X				Carpet tiles - grey/black pattern.
Walls	X				Wallpapered as per photos
Ceilings	X				Ceiling tiles.
Lighting	X				2x LED panel lights
Windows	X				No cracks or marks - blinds to be installed.
Other	X				Built in storage

Open theatre area and surrounds

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Light coloured vinyl
Walls	X				Painted white, no marks.
Ceilings	X				Ceiling tiles, downlights.
Shelving	X				Built in shelves and sinks as per photos, 2x large glass doors.

Roadside recovery rooms x2

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Carpet tiles - grey/black pattern
Walls	X				Wallpapered
Ceilings	X				Ceiling tiles, LED panel lights
Windows	X				No cracks

Back toilets x3

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Light coloured vinyl
Walls	X				Painted, no marks
Ceilings	X				Solid gip painted, 1x downlight and extract in each toilet.
Other	X				1x toilet cistern and 1x sink installed in each. Far right also has a shower cubicle, far left has a grab rail.

Back operating areas x2

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Light coloured vinyl
Walls	X				Painted, no marks. System installed on back wall.
Ceiling	X				Ciling tiles, LED panel lights, curtain rail.



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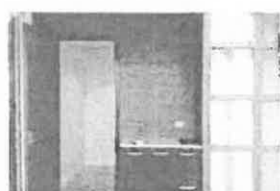
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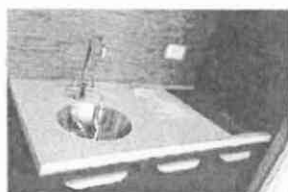
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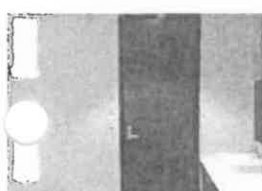
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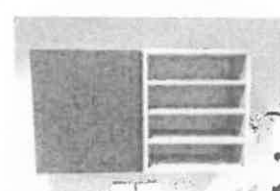
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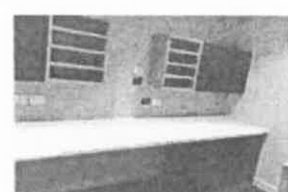
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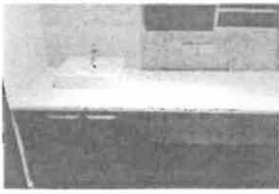
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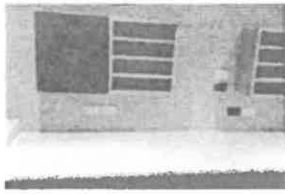
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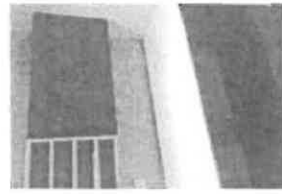
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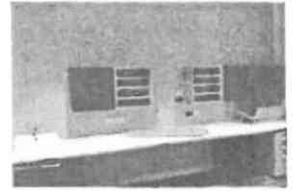
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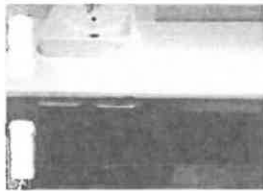
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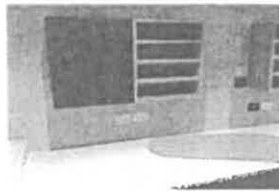
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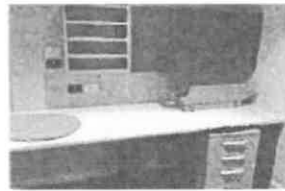
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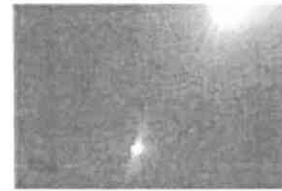
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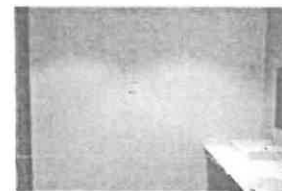
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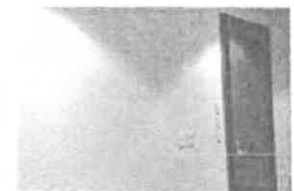
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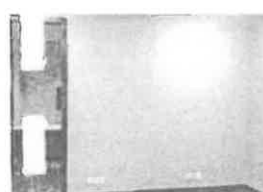
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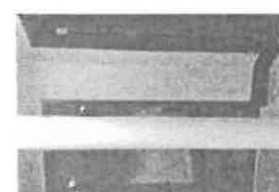
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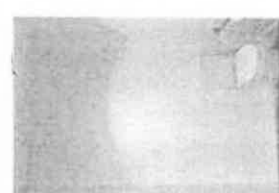
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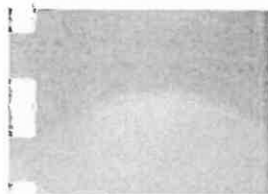
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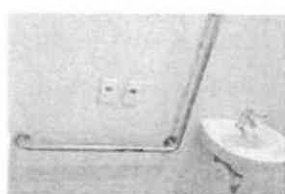
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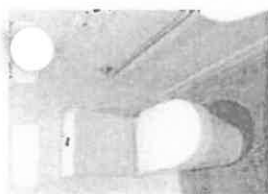
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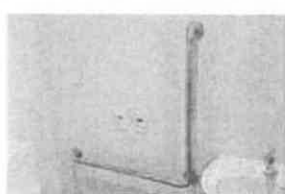
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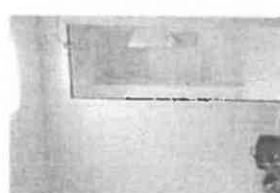
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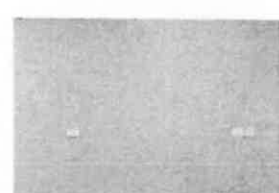
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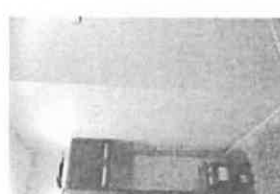
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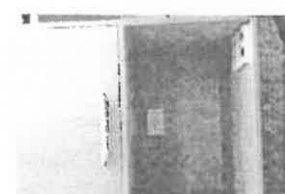
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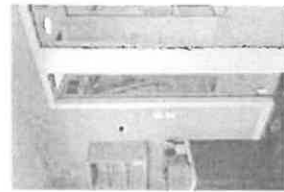
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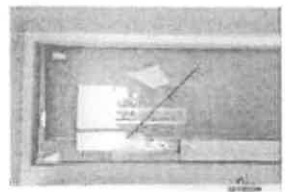
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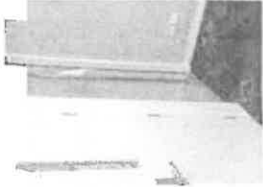
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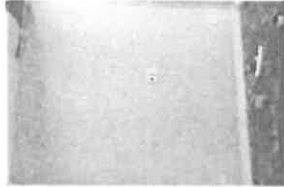
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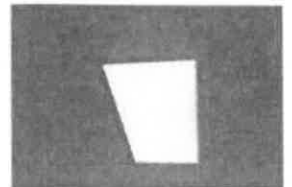
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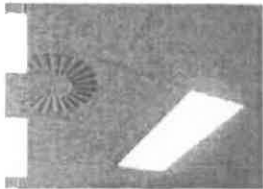
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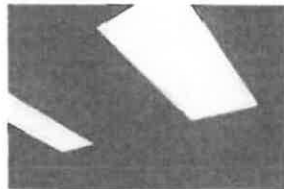
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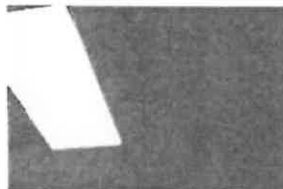
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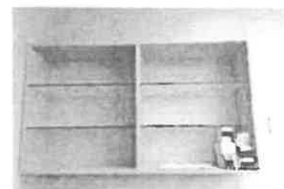
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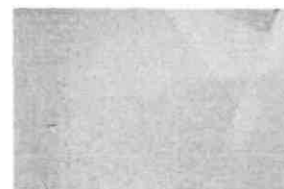
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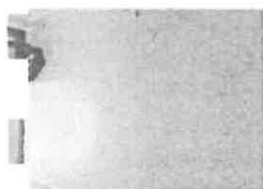
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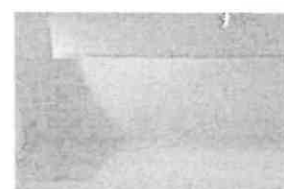
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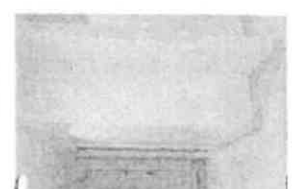
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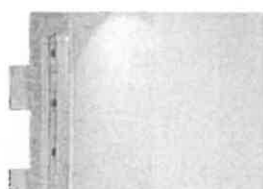
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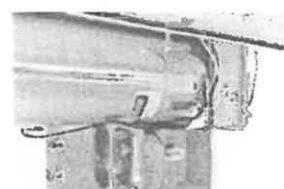
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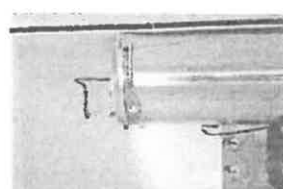
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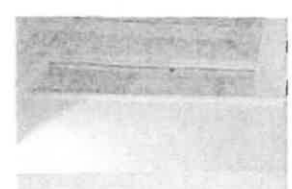
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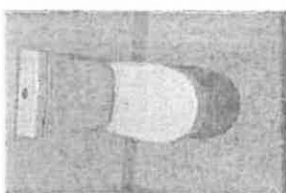
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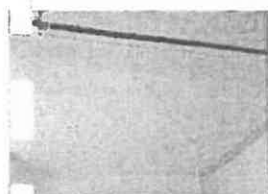
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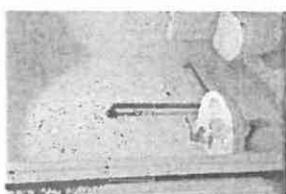
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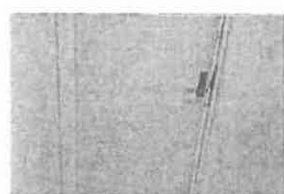
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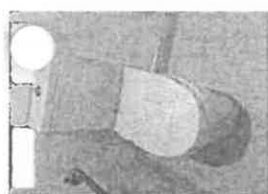
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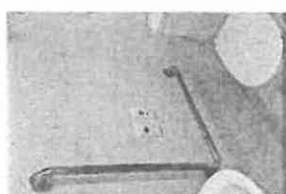
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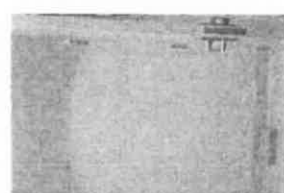
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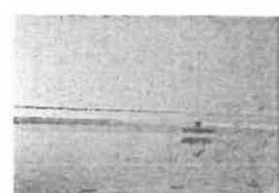
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IMG_1379



IMG_1380



IMG_1381



IMG_1382



IMG_1383



IMG_1384



IMG_1385



IMG_1386



IMG_1387



IMG_1388



IMG_1389



IMG_1390



IMG_1391



IMG_1392



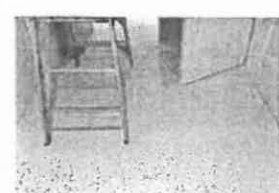
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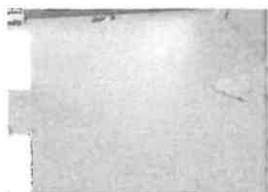
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IMG_1395



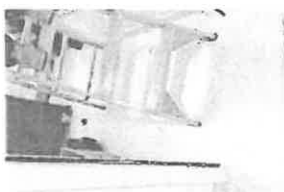
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IMG_1397



IMG_1398



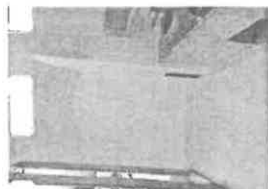
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IMG_1400



IMG_1401



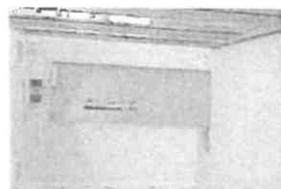
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IMG_1404



IMG_1405



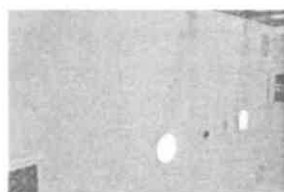
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IMG_1407



IMG_1408



IMG_1409



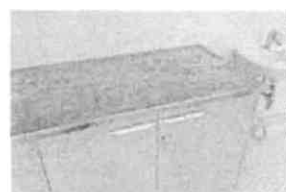
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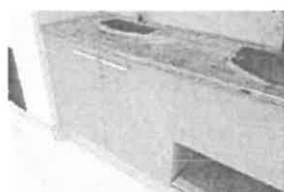
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IMG_1413



IMG_1414



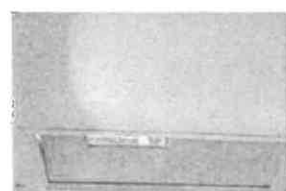
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IMG_1416



IMG_1417



IMG_1418



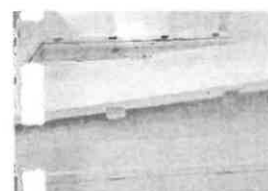
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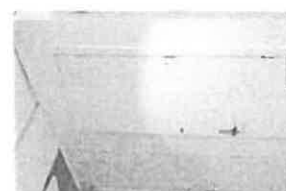
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IMG_1422



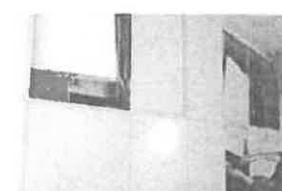
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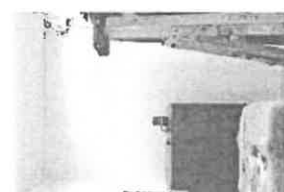
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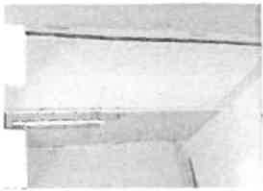
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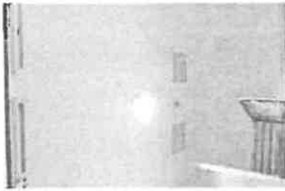
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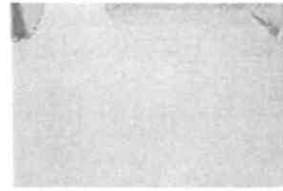
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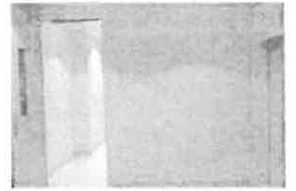
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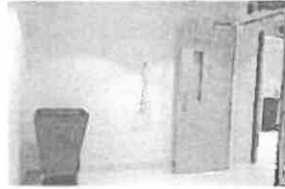
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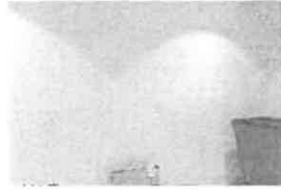
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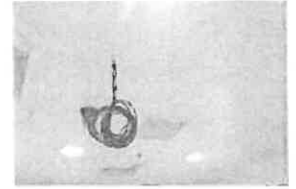
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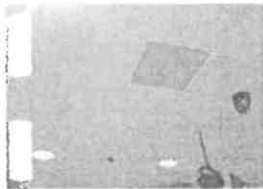
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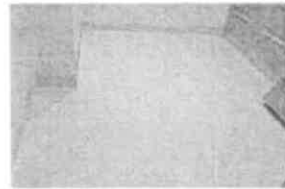
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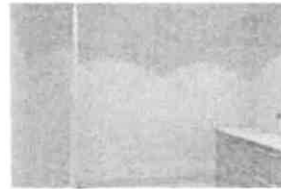
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IMG_1477



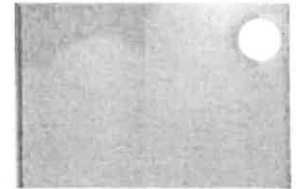
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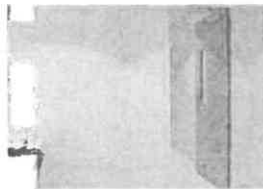
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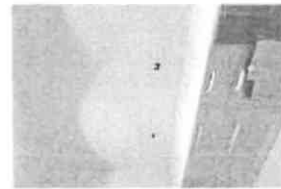
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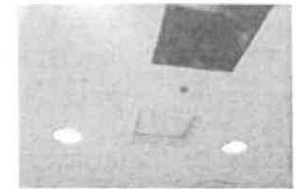
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IMG_1485



IMG_1486



IMG_1487



IMG_1488



IMG_1489



IMG_1490



IMG_1491



IMG_1492



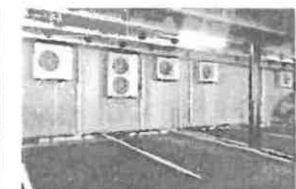
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IMG_1495



IMG_1496



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IMG_1498



IMG_1499



IMG_1500



IMG_1501



IMG_1502



IMG_1503



IMG_1504



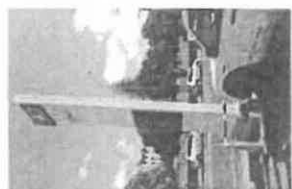
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IMG_1509



IMG_1510



IMG_1117



IMG_1127



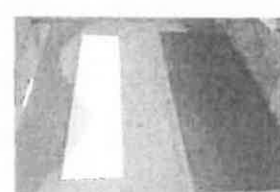
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IMG_1129



IMG_1130



IMG_1131



IMG_1132



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IMG_1139



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IMG_1141



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IMG_1146



IMG_1147

SEVENTH SCHEDULE

Signage Rules (clause 19.3)

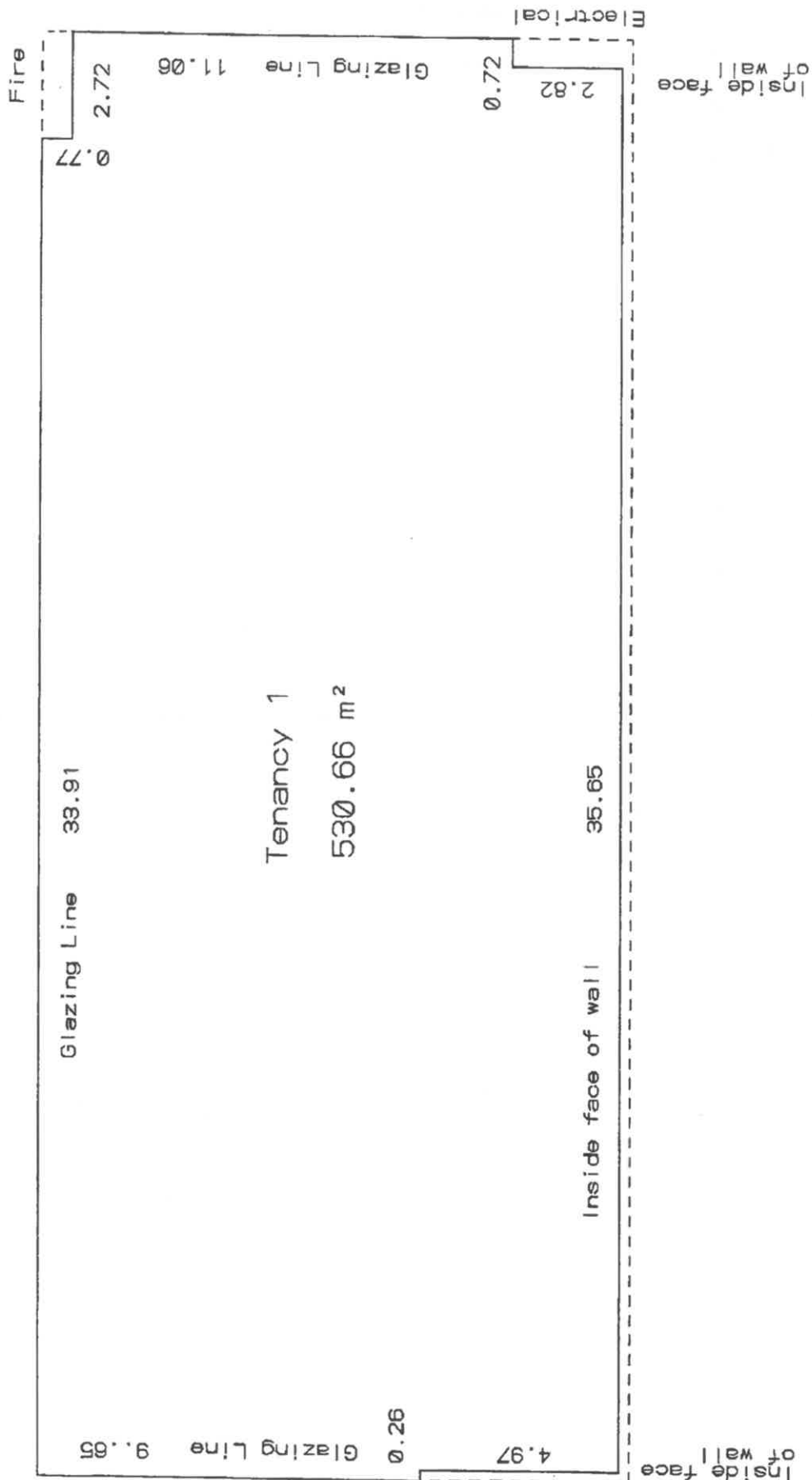
No exterior signage other than:

1. Shop front windows
Signage to cover not greater than 20% of window surface
2. Street entrance Door(s)
Signage to cover not greater than 20% of Door surface
3. Verandah street face
Not permitted
4. Store boards
Not permitted

ANNEXURE A

Premises Plan

A3



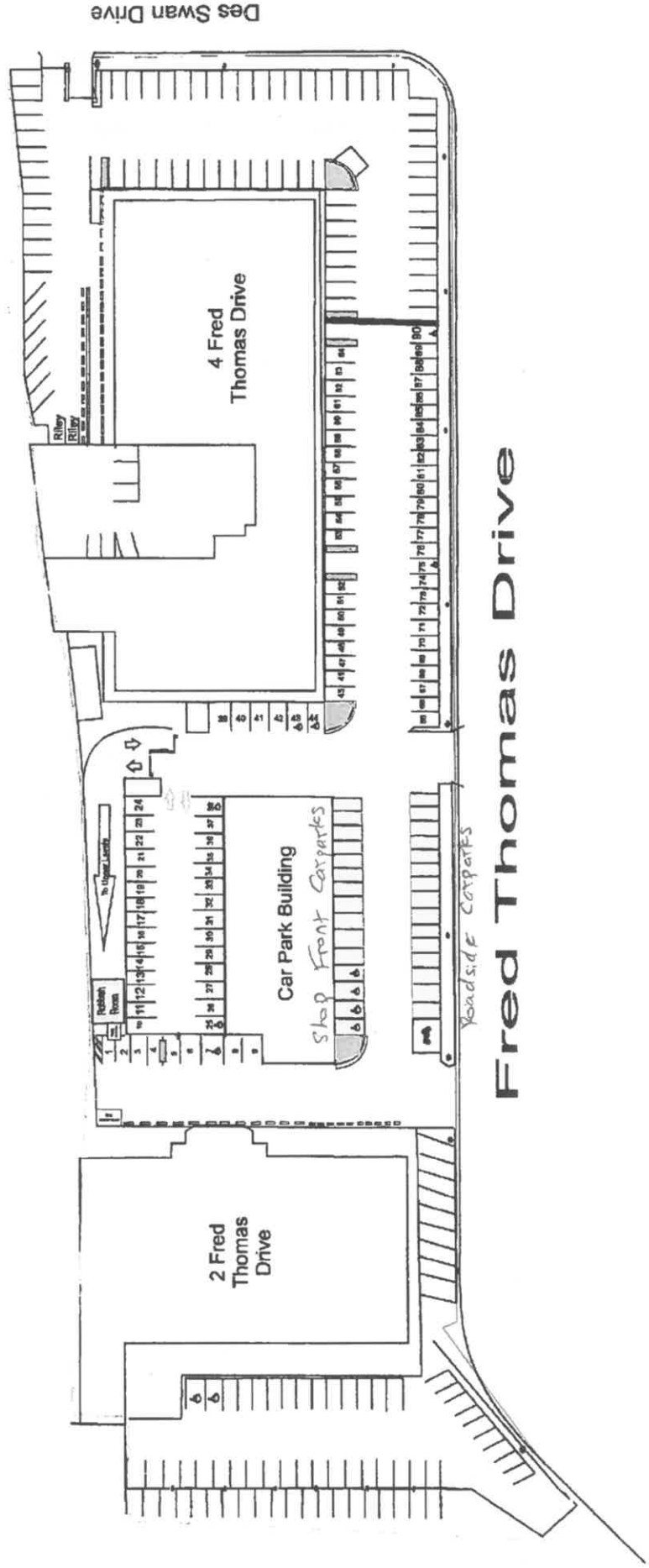
HAMPSON & ASSOCIATES LTD CONSULTING SURVEYORS PO BOX 302228 NORTH SHORE 0751 AUCKLAND, NEW ZEALAND PH (09) 414 0325 Fx (09) 414 0329 EMAIL: surveyors@hampson.co.nz		Client:	Project:	3 FRED THOMAS DRIVE	Drawing Title:	FLOOR AREA MEASURE GROUND FLOOR - AUCKLAND EYE TENANCY	Date:	17/05/2016	Project No:	6010
							Drawn:	KH	Scale:	1:100
							Checked:		Rev:	AE

ANNEXURE B

Plan showing location of the allocated leased carparks

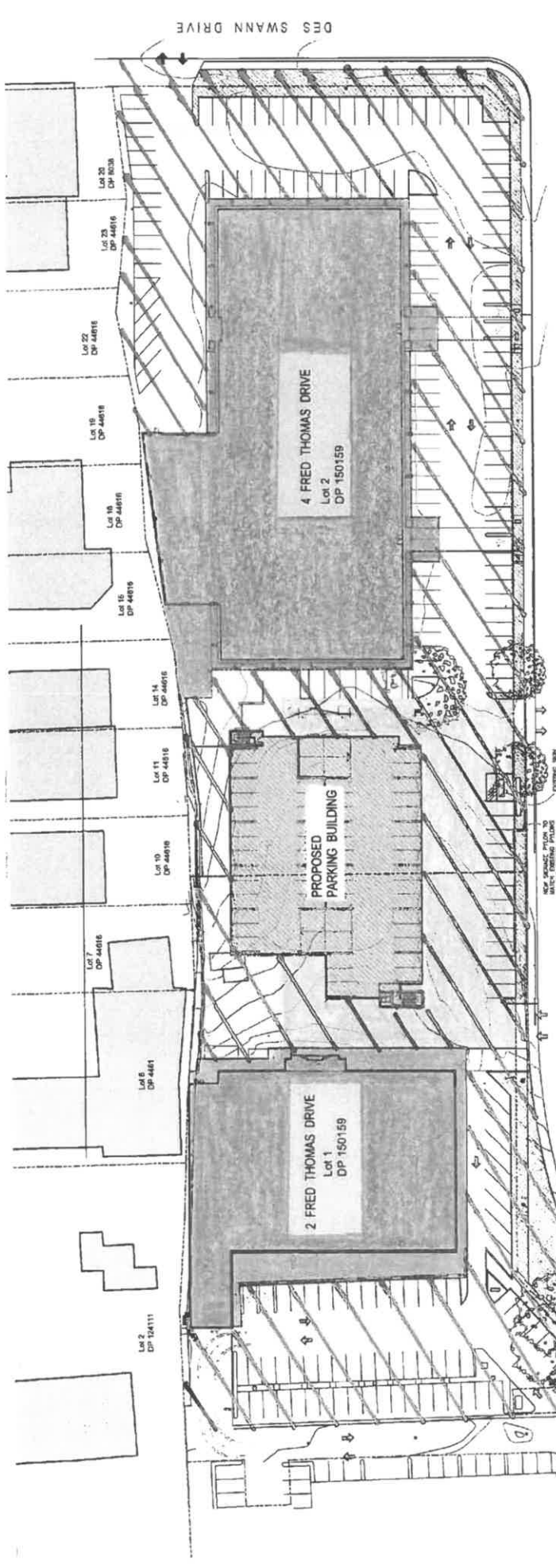
2-4 Fred Thomas Drive

Updated: 24.03.2016

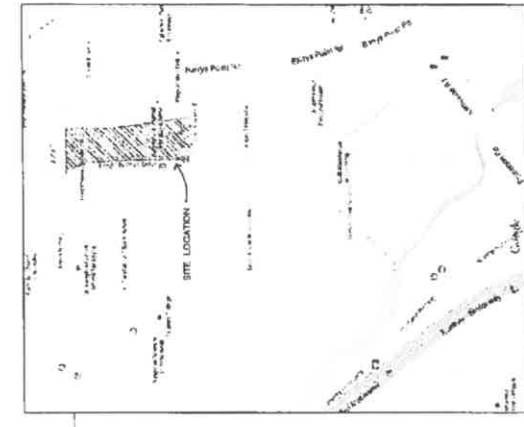


ANNEXURE C

Plan showing 2, 3 and 4 Fred Thomas Drive, the Outdoor Area and Surrounding Area



2 Fred Thomas Drive
 3 Fred Thomas Drive
 4 Fred Thomas Drive
 Surrounding Area
 Outdoor Area



OVERALL SITE : PLAN OF LOTS 1 & 2 BEING A SUBDIVISION OF : LOT 1 - D.P. 117066

LEGAL SITE DESCRIPTION & ZONING REQUIREMENTS
ADDRESS : 2 FRED THOMAS DRIVE, TAKAPUNA, AUCKLAND LOT : LOT 1 D.P. : DP 150159 PAR ID : 4807162 AREA : 5,915 m ²
ADDRESS : 4 FRED THOMAS DRIVE, TAKAPUNA, AUCKLAND LOT : LOT 2 D.P. : DP 150159 PAR ID : 4779502 AREA : 9,291 m ²

LEGAL DESCRIPTION

SECTION 1 SURVEY OFFICE PLAN 61394

D.P. : DP 150159

PAR ID : 4899140

AREA : 17 m²

ARCHITECTS
 GREEN BAY ARCHITECTS
 PO BOX 80169
 GREEN BAY AUCKLAND
 p: 04 9 817 9911 m: 029 303 1249
 e: APOdesign@vodafone.co.nz e: Wardoverboard@gmail.com

REV	DATE	DESCRIPTION
1	01/07/2014	RESOURCE CONSENT
2	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
3	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
4	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
5	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
6	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
7	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
8	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
9	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
10	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
11	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
12	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
13	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
14	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
15	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
16	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
17	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
18	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
19	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
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28	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
29	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
30	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
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75	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
76	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
77	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
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83	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
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97	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
98	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
99	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK
100	14/07/2015	RESCIND CONSENT - CUT OUT TO CARPARK

Proposed Parking Building
 3 Fred Thomas Drive
 Takapuna
 SITE & LOCATION PLAN

FOR CONSTRUCTION
 SCALE: 1:1000
 DATE: 14/07/2015
 PROJECT: 14045
 A01-01

ANNEXURE D

Pylon Sign and location of signage on the exterior of the building above the shop front (see clause 19.1)

NOTE
 Electrical power supply BY OTHERS
 All details to be confirmed
 Survey required for accurate dimensions

WEST ELEVATION: SIGNAGE SCHEDULE

SIGN 1

7500 x 1400 wall sign
 ACM signface with cut and replace logo
 Mounting system TBC

SIGN 2

4000 x 750 x 50mm transom sign
 ACM signface with cut and replace logo
 Flush with face
 Mounting system TBC

SIGN 3.1 - 3.7

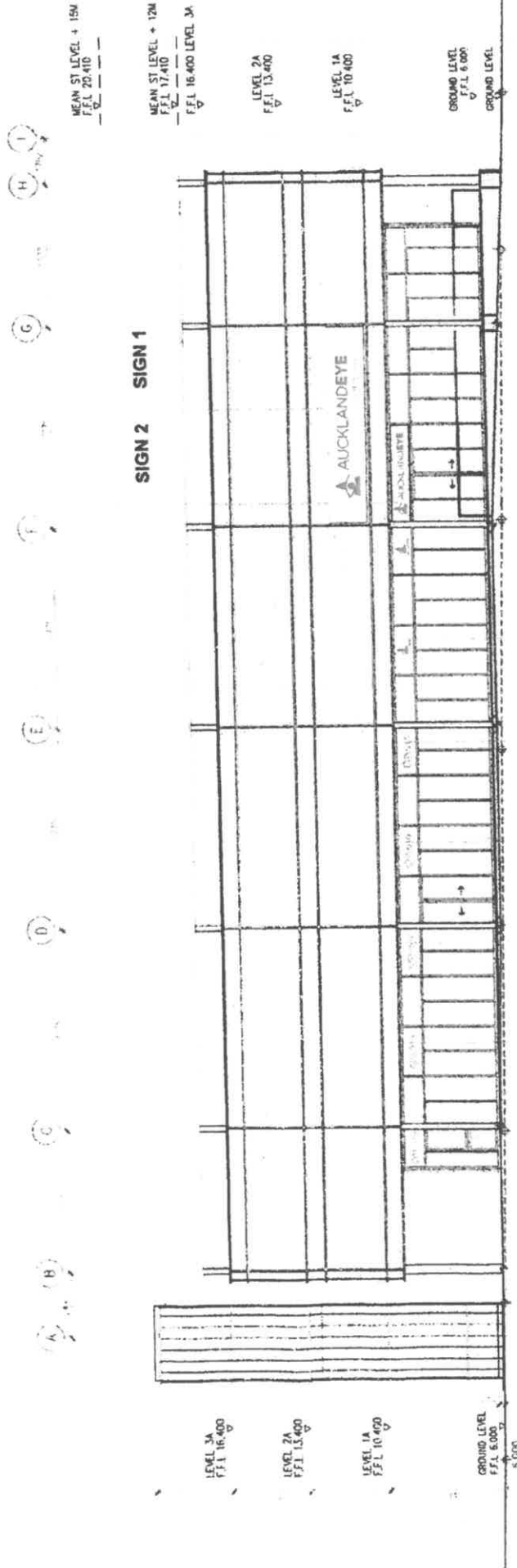
White vinyl to inside of glazing
 Digital print/vinyl graphics
 applied to outside of glazing

SIGN 4

-4 x 3m of glazing manifestations

SIGN 5.1, 5.2

-17 x 3m of glazing manifestations



CARPARK WEST ELEVATION

SIGN CRAFTSMEN

AUCKLAND EYE

Auckland Exterior Signage

NOTE
 Primary paper: ready to print
 All details to be confirmed
 Surveys included in current 2014-2015

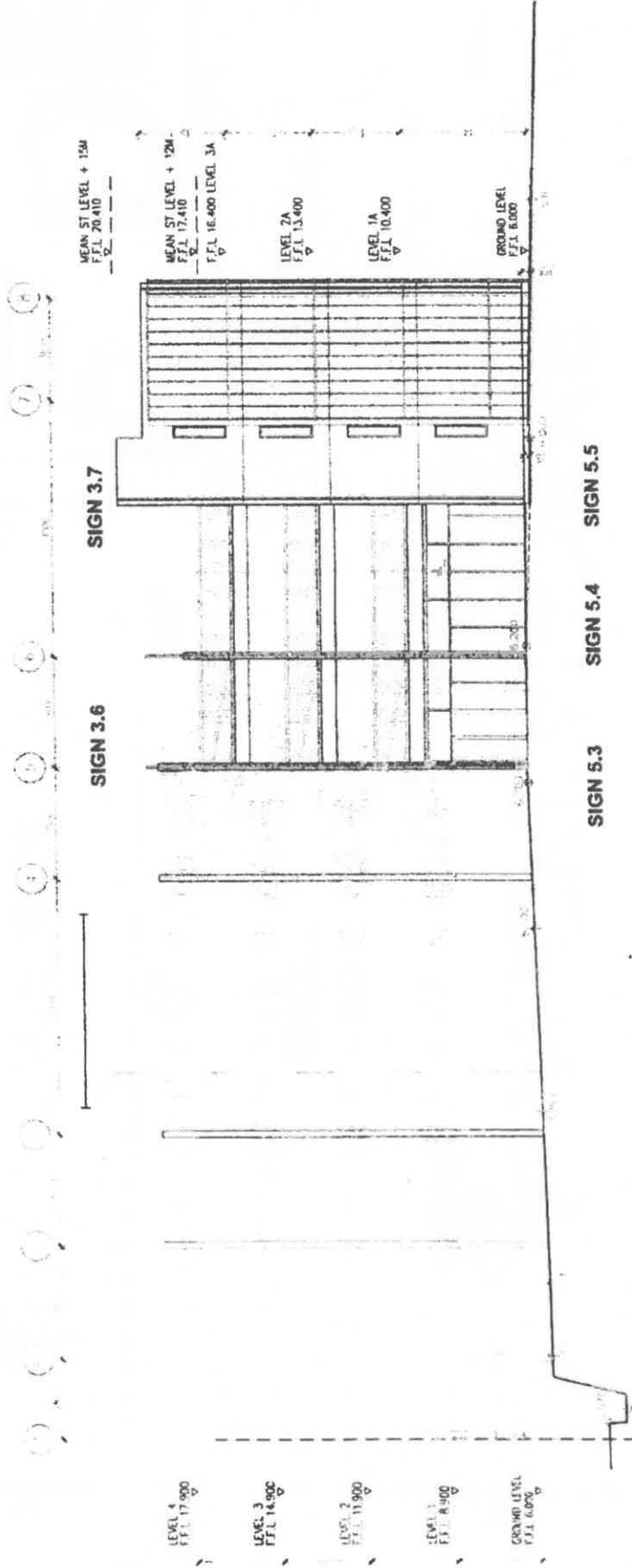
WEST ELEVATION: SIGNAGE SCHEDULE

SIGN 3.8, 3.9

White vinyl to inside of glazing
 Digital print/vinyl graphics
 applied to outside of glazing

SIGN 5.3, 5.4, 5.5

-10 x 3m of glazing manifestations



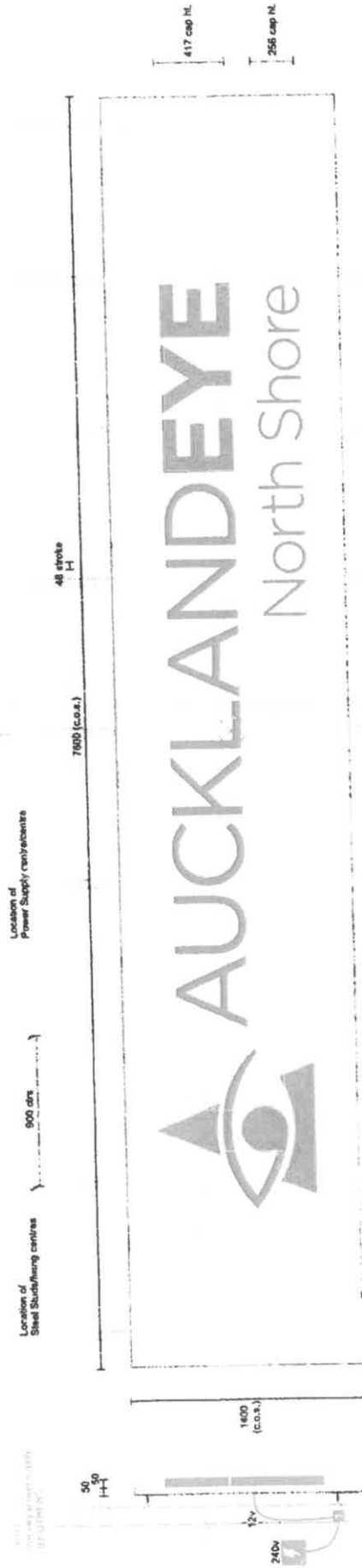
NORTH ELEVATION

SIGN CRAFTSMEN

AUCKLAND EYE

Interpretation - Exterior Signage

NOTE:
All plans to be completed
Survey required to confirm dimensions
Primary power supply BY OTHERS

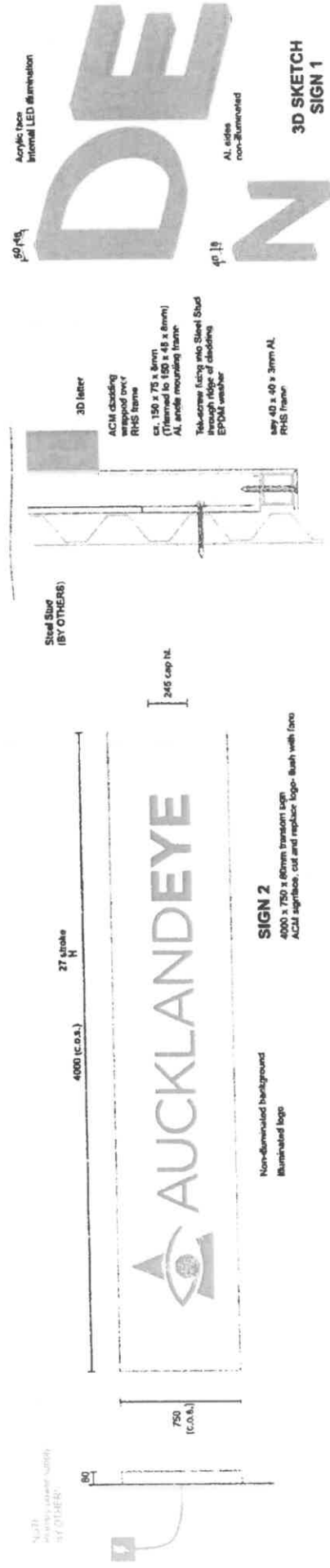


SIGN 1

7600 x 1400 x 50mm wall sign
ACM signface wrapped over 40mm AL RHS external frame
Direct fixed to structure

18 stroke

Non-illuminated background
3D Logo, Diminished



SIGN 2

4000 x 750 x 80mm translucent sign
ACM signface, cut and replace logo - flush with face

Non-illuminated background
Illuminated logo

AUCKLAND EYE
Takapuna - Eastern Bay

SIGN CRAFTSMEN

Dated

8/11/2016

Between**FRED THOMAS DRIVE INVESTMENTS LIMITED**
company number 3197268**Landlord****and****AUCKLAND EYE LIMITED** company number 867407**Tenant****and****Guarantor**

DEED OF LEASE

General address of the premises:**3 Fred Thomas Drive, Takapuna.****Keegan Alexander**



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

www.anz.co.nz/institutional/trade-supply-chain/

Guarantee No: GO256471166

Beneficiary :

Fred Thomas Drive Investments
Limited (Company Number 3197268), Private Bag 93404, Takapuna, Auckland

Applicant:

Auckland Eye Limited
8 St Marks Road, Remuera, Auckland 1149

Date of Issuance: 02, August 2016

ANZ DEMAND GUARANTEE

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

Type of Instrument: Financial Guarantee

Instrument No: GO256471166

Applicant: Auckland Eye Limited (Company Number 867407) of 8 St Marks Road, Remuera, Auckland 1149

Beneficiary: Fred Thomas Drive Investments Limited (Company Number 3197268) of Private Bag 93404, Takapuna, Auckland

Underlying Relationship: Lease of premises at Ground Floor, 3 Fred Thomas Drive, Takapuna, to be granted pursuant to the Agreement to Lease dated 27 March 2015.

Maximum Amount: NZD 261,925.00 (Two Hundred and Sixty One Thousand Nine Hundred and Twenty Five New Zealand Dollars)

Place of Presentation: Level 23, ANZ Centre, 23-29 Albert Street, Auckland 1010 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 the original of this Instrument to ANZ's Office.

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

Issue Date: 2 August 2016

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.
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.
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 when it is no longer required.



9. This Instrument, and the Beneficiary's rights and benefits under it, may be assigned by the Beneficiary without the consent of ANZ. The Beneficiary shall give ANZ notice in writing of the assignment, advising the address and details of the assignee.

10. ANZ will deal with this instrument in accordance with any applicable anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations.

11. This Instrument is subject to the laws of New Zealand.

12. This Instrument replaces the Instrument issued on July 05, 2016, with an expiry date of 4.00pm on 27th March 2025. All other terms and conditions remain the same.

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

Bryn Meredith
Manager Guarantees

ORIGINAL

Signature:

Entrance and reception					
	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Exposed Concrete aggregate - carpet due to be laid in entrance area and behind reception desk.
Walls	X				Brand new tiles
Ceilings	X				Solid gib ceiling, painted, brand new.
Lighting	X				Downlights, feature light to be installed above reception.
Glass	X				Glass entrance lobby, good condition.
Other	X				Reception desk installed as per photos

Sub-tenancy <i>First on right</i>					
	As New	Excellent	Average	Fair/Poor	Comments
Floor			X		Concrete
Walls			X		Not finished
Ceilings			X		Open - not finished
Lighting					Not installed
Blinds					Not installed
Other					Currently used as storage as per photos.

Signature:

Signature:

Left of reception - waiting area

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Carpet tiles - black/grey pattern. Exposed polished concrete aggregate.
Walls	X				Tiled, not yet finished.
Ceilings	X				Acoustic Autex panels - as new.
Lighting	X				4x downlights
Blinds	X				Brand new roller blinds.
Other	X				Sink installed as per photos

Consult rooms x4 - behind reception

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Carpet tiles - grey/black pattern
Walls	X				Painted and wallpapered as per photos. No marks
Ceilings	X				Solid gibbed painted ceiling.
Lighting	X				4x downlights in each room.
Built-in shelving	X				As per photos. Sinks installed in all rooms.

Utility area behind reception

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Carpet tiles - grey/black pattern. Exposed polished aggregate concrete.
Walls	X				Wallpapered. 1x small tear as per photo.
Ceilings	X				Ceiling grid - brand new
Lighting	X				4xLED panel lights.

Toilet -opposite waiting room

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Exposed aggregate polished concrete
Walls	X				Painted white
Ceilings	X				Solid painted ceiling
Lighting	X				1x downlight
Other	X				toilet cistern, sink, grab rail installed.

Kitchen area opposite waiting room

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Carpet tiles - grey/black pattern. Exposed aggregate polished concrete.
Walls	X				Painted
Ceilings	X				Ceiling tiles, 3x LED panel lights
Kitchen	X				As new, per photos

Office next to waiting room

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Carpet tiles - grey/black pattern.
Walls	X				Wallpapered as per photos
Ceilings	X				Ceiling tiles.
Lighting	X				2x LED panel lights
Windows	X				No cracks or marks - blinds to be installed.
Other	X				Built in storage

Open theatre area and surrounds

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Light coloured vinyl
Walls	X				Painted white, no marks.
Ceilings	X				Ceiling tiles, downlights.
Shelving	X				Built in shelves and sinks as per photos, 2x large glass doors.

Roadside recovery rooms x2

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Carpet tiles - grey/black pattern
Walls	X				Wallpapered
Ceilings	X				Ceiling tiles, LED panel lights
Windows	X				No cracks

Back toilets x3

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Light coloured vinyl
Walls	X				Painted, no marks
Ceilings	X				Solid g/b painted, 1x downlight and extract in each toilet.
Other	X				1x toilet cistern and 1x sink installed in each. Far right also has a shower cubicle, far left has a grab rail.

Back operating areas x2

	As New	Excellent	Average	Fair/Poor	Comments
Floor	X				Light coloured vinyl
Walls	X				Painted, no marks. System installed on back wall.
Ceiling	X				Ciling tiles, LED panel lights, curtain rail.

AGREEMENT dated

7 June

2017

PARTIES

1. **AUCKLAND EYE LIMITED** company number 867407 ("Auckland Eye")
2. **CANOPY CANCER CARE LIMITED** company number 2382973 ("Canopy")
3. **FRED THOMAS DRIVE INVESTMENTS LIMITED** company number 3197268 ("Landlord")

AGREEMENT

1. INTERPRETATION

Definitions

- 1.1 In this Agreement unless the context otherwise requires, the following words shall have the meanings set out opposite them:

"Agreement"	means this agreement.
"Business Use"	Chemotherapy consulting and provision of chemotherapy.
"Commencement Date"	1 May 2017.
"Fee"	\$9,946.67 plus GST per month, calculated as set out in the Schedule, subject to increase pursuant to clause 3.16.
"Lease"	the deed of lease dated 8 November 2016 between the Landlord and Auckland Eye in respect of the Premises and includes any variation of it.
"Leased Carparks"	the carparks as more particularly described in and demised by the Lease.
"Premises"	ground floor, 3 Fred Thomas Drive as more particularly described in and demised by the Lease.
"Period"	20 months from the Commencement Date
"Space"	those parts of the Premises comprising: (a) 113m ² as shown for identification purposes only edged red on the attached plan ("End Space"); (b) the treatment areas of 192m ² as shown for identification purposes only edged green on the attached plan ("Treatment Areas"); and the Leased Carparks

2. AGREEMENT TO SHARE PREMISES

- 2.1 For so long as Auckland Eye is the tenant under the Lease, Auckland Eye grants Canopy the right to share occupation of the Space with Auckland Eye for the Period strictly subject to compliance with the conditions set out in clause 3 and on the terms of this Agreement.

3. CONDITIONS

- 3.1 Canopy shall pay Auckland Eye without deduction or set off:
- (a) the Fee during the Period, which shall be payable monthly in advance on the first day of each month with the first payment due on the Commencement Date; and
 - (b) a fair proportion of the outgoings payable by Auckland Eye under the Lease, based on the number of days per month that Canopy is sharing the Space and the proportion that the Space bears to the Premises. Such outgoings shall be payable on demand;
- 3.2 Canopy shall share occupation of the Space on a limited, session-by-session basis, three days per week on Monday, Tuesday and Wednesday and not on a continual basis.
- 3.3 Canopy shall not use the Space for any use other than the Business Use.
- 3.4 Canopy shall at its own cost be entitled to install its own free standing reception panels and desk in the Space.
- 3.5 Nothing contained in this Agreement shall be construed as granting exclusive possession of the Space or any part of it to Canopy and at no time shall Canopy have the right to occupy the whole or any part of the Space exclusively.
- 3.6 No relationship of landlord and tenant shall arise as between the Auckland Eye and Canopy or between the Landlord and Canopy.
- 3.7 For so long as Canopy is sharing occupation of the Space, Canopy shall, save for the obligations to pay the rent thereunder and save where otherwise in consistent with this Agreement, comply with the terms of the Lease and shall not do or omit to do anything which places Auckland Eye in breach of the Lease.
- 3.8 Notwithstanding any other provision of this Agreement Canopy shall not assign or otherwise dispose of its rights under this Agreement to any other party and Canopy shall not make any alterations or additions to any part of the interior of the Space or alter the exterior of the Space.
- 3.9 Notwithstanding any sharing of occupation contemplated by this Agreement, nothing shall alleviate Auckland Eye of the obligations and covenants in favour of the Landlord as prescribed in the Lease which shall continue in full force and effect.
- 3.10 Auckland Eye shall procure that Canopy does not do or omit to do anything which places the Tenant in breach of the terms of the Lease and Auckland Eye indemnifies the Landlord against all losses, costs, expenses or liability suffered by the Landlord due to breach by Canopy and/or Auckland Eye of their respective obligations under this Agreement.

- 3.11 Canopy indemnifies Auckland Eye against all losses, costs, expenses or liabilities suffered by Auckland Eye due to the breach by Canopy of the terms of this Agreement.
- 3.12 Immediately upon the earlier of the expiry of the Period (or, if clause 3.14 applies, the expiry of any such subsequent periodic arrangement subject always to any such periodic arrangement not extending beyond the date 18 months after the expiry of the Period), the date on which the Lease ceases to be vested in Auckland Eye or the date on which the Landlord consents to a change in the business use of the Premises (as set out in the Lease but without any obligation on the Landlord to do so) this Agreement shall immediately cease and determine but without prejudice to the Landlord's rights against Auckland Eye and Auckland Eye's rights against Canopy for any prior breach of this Agreement. On expiry or earlier termination of this Agreement Canopy shall:
- (a) immediately vacate the Space and remove any signage advertising Canopy's operation from the Space and from the exterior of the building and promptly make good any damage or disfigurement caused by reason of the installation and removal to the satisfaction of both the Landlord and Auckland Eye; and
 - (b) promptly remove all of Canopy's fixtures and fittings and make good all damage caused to the satisfaction of both the Landlord and Auckland Eye.
- 3.13 The liability of Auckland Eye and Canopy under this Agreement shall be joint and several and the Landlord shall be under no obligation to take proceedings against Auckland Eye before taking proceedings against Canopy in the event of any breach of their respective obligations under this Agreement.
- 3.14 Subject to Auckland Eye and Canopy agreeing in writing not less than 2 months prior to the end of the Period (time being of the essence) and Canopy continuing to comply fully with the terms of this Agreement, Canopy shall be entitled to exercise its rights under this Agreement on a periodic basis from the end of the Period, provided that such rights shall be capable of being terminated by Auckland Eye or Canopy at any time after the expiry of the Period by not less than 3 months' notice in writing and provided further that such rights shall not extend beyond the date falling 18 months after the end of the Period. If Canopy and Auckland Eye so agree, Auckland Eye shall give notice of such agreement to the Landlord as soon as reasonably practicable thereafter.
- 3.15 Auckland Eye agrees with the Landlord that the Fee payable from time to time under this Agreement shall be disregarded for the purposes of any rent review under the Lease.
- 3.16 The Fee shall increase on each adjustment rent review date (as that term is defined in the Lease) which falls during the Period or any subsequent period pursuant to clause 3.14 (except for the adjustment rent review date falling on 31 May 2017), such increase to be on a pro rata basis calculated at the same percentage by which the annual rent payable under the Lease increases on such dates above the annual rent payable immediately before the relevant adjustment rent review date.

4. **DEFAULT**

- 4.1 If Canopy is in breach of any covenant or condition contained within this Agreement, and Canopy has failed to remedy that breach within 10 working days after service of notice of such breach by Auckland Eye, Auckland Eye may determine this

Agreement with immediate effect. Such determination shall be without prejudice to Auckland Eye's rights and remedies arising prior to the date of determination.

5. LANDLORD CONSENT

5.1 Subject to Auckland Eye and Canopy complying with their obligations under this Agreement:

- (a) the Landlord hereby consents to the terms of this Agreement; and
- (b) the Landlord hereby consents to a temporary waiver of the provisions of clause 16.5(c) of the Lease and a temporary variation of the business use stated at Item 13 of the Lease but in each case only for the purpose of allowing use of the Space by Canopy in accordance with the provisions of this Agreement and not otherwise,

which consent is granted subject to and without prejudice to the Landlord's rights, powers and remedies under the Lease.

5.2 The Landlord has executed this Agreement for the purpose only of granting consent on the terms set out in clause 5.1 above and (without limitation) the Landlord shall have no obligation or liability under this Agreement but without prejudice to the Landlord's rights to enforce the obligations of Auckland Eye and/or Canopy under this Agreement.

5.3 The consent of the Landlord shall extend only to the terms of this Agreement and on the terms set out in this clause 5 and (without limitation) the Landlord shall have no obligation to:

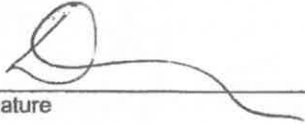
- (a) grant consent to permit any extension, variation, renewal or other dealing with this Agreement; and/or
- (b) permit any other arrangements, whether by way of shared use or otherwise in relation to the Premises or the Space; and/or
- (c) agree to any change in the business use under the Lease.

5.4 Immediately on expiry or earlier termination of this Agreement the temporary waiver of clause 16.5(c) and temporary variation of the business use under the Lease granted by the Landlord as referred to in clause 5.1(b) above shall also cease and determine and the business use under the Lease from such date shall continue to be the business use as set out at Item 13 of the First Schedule to the Lease (without amendment, variation or any waiver of clause 16.5(c) of the Lease).

5.5 Reference to Landlord shall mean the party stated as being the current Landlord under the Lease on the first page of this Agreement and where appropriate shall include its successors and permitted assigns.

SIGNED for and on behalf of **AUCKLAND
EYE LIMITED** in the presence of:

Witness signature



Deborah Boyd

Witness name **Chief Executive Officer**

Auckland Eye Ltd

8 St Marks Road Remuera

Occupation **1050 Auckland**

Address


Director

STEPHEN JAMES BEST

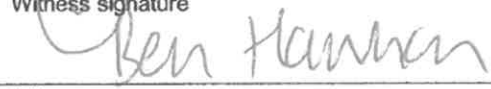
Director/Authorised Signatory



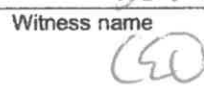
SIGNED for and on behalf of **CANOPY
CANCER CARE LIMITED** in the presence
of:




Witness signature



Witness name





Occupation



Address



Director

Director/Authorised Signatory

SIGNED for and on behalf of **FRED
THOMAS DRIVE INVESTMENTS
LIMITED** in the presence of:

Witness signature

Witness name

Occupation

Address



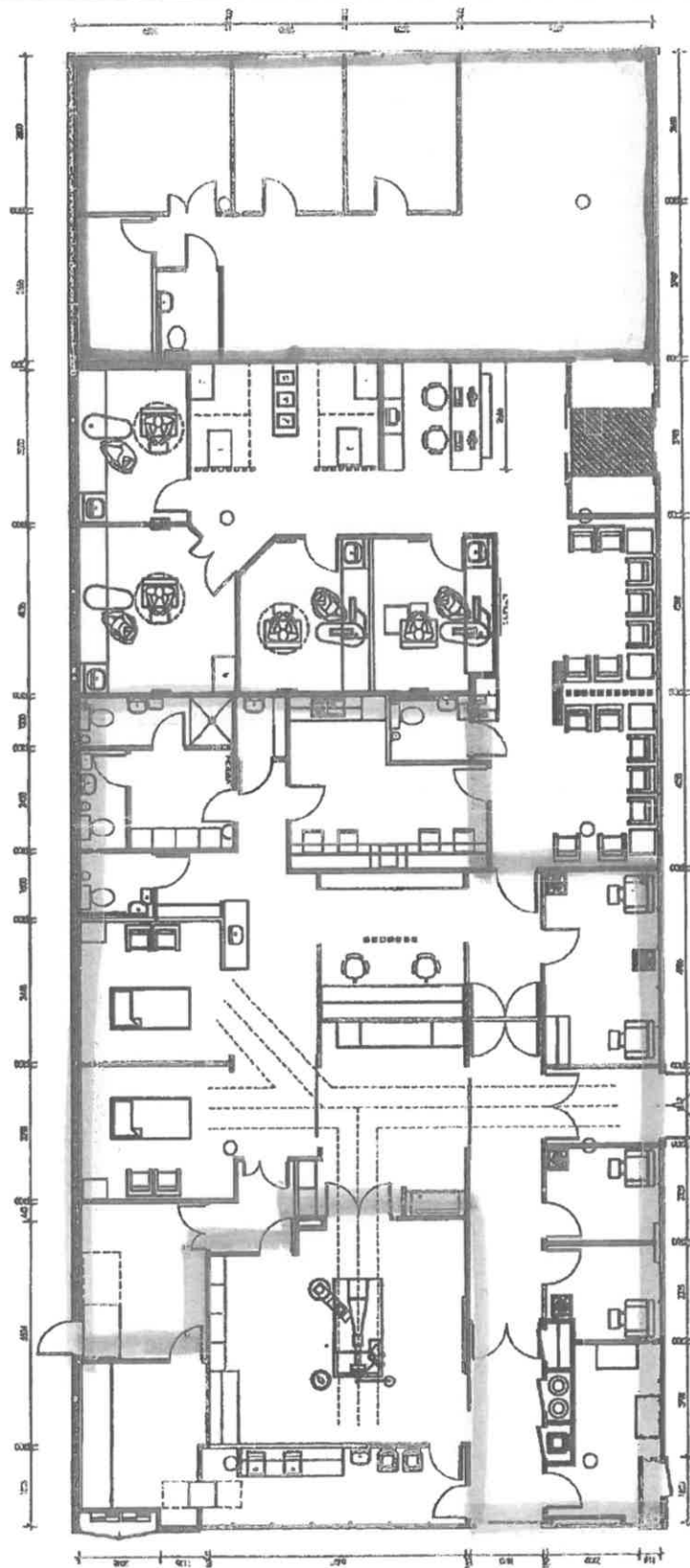
Director



Director/Authorised Signatory

SCHEDULE
FEE BREAKDOWN

	Takapuna Space Sharing		
Areas	Sq M	Price per Sq M	Total
End Space	113	\$400.00	\$45,200.00
Treatment Areas	192	\$400.00	\$46,080.00
Car parks	20	\$ 45.00	\$28,080.00
		Total per annum	\$119,360.00
		Total per month	\$9,946.67



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AUCKLAND EYE
4 FRED THOMAS DRIVE
TAKAPUNA
AUCKLAND

PROPOSED LAYOUT
OPTION 1

Drawn: LHM	Drawing #: D011	Mo	BY	DESCRIPTION	DATE
Date: 28/01/2015	Sheet #: D01				
Plot Date: 19/01/2015					
Scale: 1:100 @ A3					