

Anthony Harper

14 April 2016

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Attention: Rebecca Cotter

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Dear Rebecca

**STRIDE PROPERTY LIMITED ("VENDOR") TO MAAT CONSULTING LIMITED
("PURCHASER") - 650 GREAT SOUTH ROAD, AUCKLAND**

We refer to the agreement for sale and purchase dated 3 March 2016 (as varied) ("**Agreement**").

The parties have agreed certain variations to the Agreement which we record in this letter. Please confirm by reply on behalf of the Vendor that they are agreed and shall take immediate effect as variations to the Agreement.

The Agreement is varied as follows:

- 1 The purchase price is varied to **\$31,800,000** plus GST.
- 2 The date for satisfaction of the condition in clause 30.1 (purchaser's due diligence) is varied to 13 April 2016.
- 3 The date for satisfaction of the condition in clause 30.6 (purchaser's capital raising) is varied to the date 35 Working Days from the date of satisfaction of the condition in clause 30.1.
- 4 The settlement date is varied to 15 June 2016.
- 5 Clause 35.3 is varied to the following:

35.3 The Purchaser may not make a Claim after that date which is 12 months following the Settlement Date and otherwise in accordance with clause 35.4. For the purposes of this clause 35 the term "Claim" shall mean any claim, demand, legal proceedings or cause of action under this Agreement or in any way relating to this Agreement or the sale of the Property and includes a claim, demand, legal proceedings or cause of action arising from a breach of warranty in this Agreement, but does not include any claim arising under clauses 36, 37, 39, 40 or 41.
- 6 New clause 36.6 is added, as follows:

36.6 If Fletcher does not exercise a break right pursuant to its lease dated 2 October 2015 (the Fletcher Lease), the Fletcher Lease continues to its final expiry date and Fletcher vacate the premises on or before 18 November 2018, the Vendor agrees to enter into a new deed of lease (as tenant) for the former Fletcher premises for the term 1 August 2018 to 18 November 2018 subject to and in accordance with the terms of this clause 36.6. The new deed of lease shall be on identical terms to the Fletcher Lease except that the total rent for the term shall be \$157,303 plus GST, including outgoings (with no rent reviews). The Purchaser shall comply with and observe the terms of clause 36.4 during the term of the new lease as to efforts to find a new tenant and a surrender or partial surrender of the new lease shall be

available to the Vendor in the circumstances described at clause 36.4(d). For clarity, the term of such new lease for the term from 1 August 2018 to 18 November 2018 shall be reduced by any period during which Fletcher remain in occupation of the premises either by way of holding over under the terms of the Fletcher Lease or entering into a new lease for the premises. If Fletcher remain in occupation of the premises for the period from 1 August 2018 to 18 November 2018 the Vendor shall not be required to enter into the new lease.

7 New clause 39 is added, as follows:

39.0 Vendor to enter into a new lease for Health Alliance premises

- 39.1 The Vendor agrees to enter into a new lease for the premises currently leased to Health Alliance pursuant to a lease dated 1 June 2012, from the day following the final expiry date of the current Health Alliance lease (save where Health Alliance remains in the premises beyond such expiry date) subject to and in accordance with the terms of this clause 39. The new lease shall be for a 1 year term from 1 April 2018 to 31 March 2019. The total rent payable for this term shall be \$392,697 plus GST (with no rent reviews) including outgoings, and otherwise the new lease shall be on identical terms to the Health Alliance Lease in all respects. For clarity, the term of such new lease shall be reduced by any period during which Health Alliance remain in occupation of the premises either by way of holding over under the terms of the lease dated 1 June 2012 or entering into a new lease for the premises. If Health Alliance remain in occupation of the premises for the period from 1 April 2018 to 31 March 2019 the Vendor shall not be required to enter into the new lease provided for by this clause 39.
- 39.2 The Purchaser shall use all reasonable endeavours to procure compliance by Health Alliance with its obligations as tenant under its current Lease on or before the termination date of such Lease. For the avoidance of doubt, the Vendor shall not be required to take on or inherit any residual liability arising out of the termination of the Health Alliance Lease in the new lease to be entered into pursuant to clause 39.1.
- 39.3 During the new lease described in clause 39.1 the Purchaser shall actively market the same premises for rent (at its own cost in all respects) and shall:
- (a) keep the Vendor informed of the results of that marketing;
 - (b) allow the Vendor to present to it any prospective tenants which the Vendor finds for the former Health Alliance tenancy area during the term of the lease entered into pursuant to clause 39.1 (and for the avoidance of doubt the Vendor shall not be prevented from making any applications for consent to assign or sublet pursuant to its lease);
 - (c) approve and accept any proposal by a tenant to lease any part or all of the former Health Alliance tenancy area on market commercial terms where the prospective tenant(s) is in the Purchaser's reasonable opinion suitable, respectable, responsible and of sufficient financial standing (or provides sufficient security for performance of the tenant's obligations in the lease), and in regard to a proposal as to part of the area only, having regard to the utility of leasing only that part for the term proposed such approval not to be unreasonably withheld or delayed; and
 - (d) to the extent any replacement tenant(s) are found, surrender (either in part or as a whole depending on the space to be taken by the new tenant(s)) the Vendor's lease of the former Health Alliance tenancy area from the date immediately prior to the commencement date of the new lease term on the basis that the Vendor shall not be required to undertake or comply with any reinstatement or make good obligations under its lease where the space has remained vacant during the lease term.

39.4 For the purposes of this clause 39 any reference to the Purchaser shall mean, as the case may be, the Purchaser's nominee.

8 New clause 40 is added, as follows:

40.0 Vendor to pay NRA incentive by settlement

40.1 The Vendor agrees to pay out in full to Northern Regional Alliance ("**NRA**") on or before the settlement date the Vendor's landlord's contribution to NRA's fit out, being \$340,730 plus GST and otherwise as specified in the Agreement to Lease dated 21 March 2016.

9 New clause 41 is added, as follows:

41.0 Vendor to pay Health Alliance incentive by settlement

40.1 The Vendor agrees to:

- (a) pay out in full to Health Alliance on or before the settlement date the full remaining balance (at that date) of the rent rebate agreed by the Vendor in the Deed of Variation, Extension and Renewal dated 1 June 2012 and applying for the period 1 April 2015 to 30 September 2016 in the sum of \$10,692.92 plus GST per month for such period; and
- (b) use all reasonable endeavours to procure from Health Alliance prior to the settlement date written acknowledgement that upon receipt of the payment referred to in clause 40.1(a) the incentive obligation in the Deed of Variation, Extension and Renewal shall be (or has) been discharged in full and that from the settlement date to 30 September 2016 it shall resume paying the full rent reserved for the time being under its lease.

10 New clause 42 is added, as follows:

42.0 Assignment of benefit of guarantees

42.1 The Vendor has obtained the benefit of certain warranties and guarantees in relation to Vendor's works on the property being:

- (a) new air conditioning chiller plant installed in the Health Alliance premises; and
- (b) mechanical plant works in the NRA premises.

42.2 The Vendor agrees that on settlement it shall provide a deed of assignment, in a form approved by the Purchaser (acting reasonably), of any guarantees or warranties held by the Vendor in relation to the Vendor's works described in clause 42.1 (provided that the Vendor shall not be required to give any warranty to the Purchaser that the guarantees or warranties are capable of assignment).

11 New clause 43 is added, as follows:

43.0 Outstanding code compliance certificates

43.1 The Vendor acknowledges that the Purchaser's Auckland Council LIM dated 3 March 2016 shows 7 outstanding code compliance certificates ("**CCCs**") relating to tenants' works on the property.

43.2 The Vendor agrees that it shall, until the settlement date, use all commercially reasonable endeavours to procure issue of the CCCs by the relevant tenants.

New clause 44 is added, as follows:

44.0 **Outstanding lease documentation**

- 44.1 The Vendor acknowledges that as at the date of this letter the deed of lease for the Northern Regional Alliance Limited (**NRA**) premises on Part Level 2 has not yet been finalised in accordance with the Agreement to Lease dated 21 March 2016. The Vendor agrees that it shall use all commercially reasonable endeavours to procure execution by NRA of the deed of lease in a form substantially similar to the draft form disclosed to the Purchaser, subject to clause 44.1A, prior to the settlement date.
- 44.1A The Vendor shall not agree any material amendments or concessions on the lease form without the Purchaser's approval (such approval not to be unreasonably withheld or delayed and approval shall be deemed if the Purchaser has not responded by 5pm on the third working day following a request for approval).
- 44.2 The Vendor and Purchaser acknowledge that as at the date of this letter the deed of surrender in respect of the deed of lease granted to Health Alliance N.Z. Limited (Health Alliance) dated 12 January 2006 for premises comprising the "rear space" on Part Level 2 together with 44 carparks has been executed by Health Alliance but not the Vendor. The Vendor shall execute the deed of surrender in the form executed by Health Alliance prior to the settlement date and in any event prior to execution of the deed of lease to NRA.
- 44.3 The Vendor acknowledges that as at the date of this letter the Vendor has not yet documented the deed of partial surrender and variation in respect of the surrender of 6 carparks from Health Alliance's lease of premises on Part Level 2 dated 1 June 2012. The Vendor and Purchaser acknowledge that commercial terms have been agreed with Health Alliance to surrender the 6 carpark spaces from their lease. The Vendor shall use all commercially reasonable endeavours to prepare a deed to give effect to such commercial terms and to procure that Health Alliance and the Vendor shall execute the deed prior to settlement.
- 44.4 The parties agree and acknowledge that the Vendor's obligations under clauses 43.2, 44.1, 44.2 and 44.3 are limited to using all commercially reasonable endeavours to procure the relevant third parties to deliver the outstanding documentation and/or information described in these provisions save that this shall not extend to the Vendor being required to make any payment or incur any costs (beyond routine costs incurred) to procure such documentation and/or information. If the deeds referred to in clauses 44.1, 44.2 and 44.3 have not been executed by all parties and copies provided to the Purchaser on or before the settlement date the Purchaser shall not be entitled to delay or refuse to settle, however clause 44.5 shall apply. In addition to the obligation at clause 44.1A, the Vendor will keep the Purchaser updated and informed as to any progress made by the Vendor in complying with its obligations under clauses 43.2, 44.1, 44.2 and 44.3.
- 44.5 In the event the deeds referred to in clauses 44.1, 44.2 and 44.3 have not been executed by all parties and copies provided to the Purchaser on or before the settlement date the parties agree that the Purchaser may retain the sum of \$200,000 from the purchase price payable on settlement until such time as all such deeds have been duly executed (**Retention Sum**). The Purchaser's solicitor shall hold the Retention Sum as stakeholder on interest bearing on call deposit in the joint names of the Vendor and the Purchaser. The Vendor will continue to progress all such outstanding deeds after settlement and the Purchaser shall execute any of the outstanding documentation following settlement. Immediately following the resolution of the matters described in clauses 44.1, 44.2 and 44.3 and the Purchaser being provided with original copies of the executed deeds the Purchaser shall instruct their solicitors to release the Retention Sum to the Vendor together with all interest earned on such sum less resident withholding tax and the stakeholder's reasonable administration fee.

Yours faithfully
ANTHONY HARPER



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