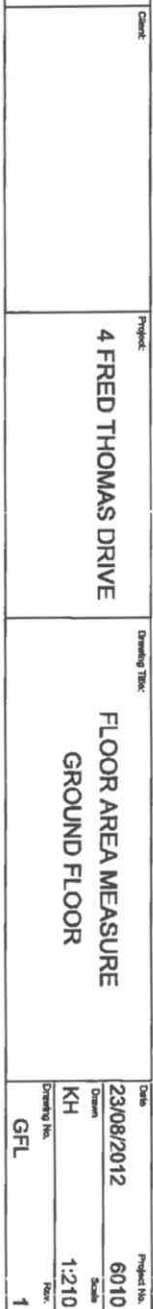


1 Amplifon

- (a) BOMA measured plan
Copy of lease as executed by Amplifon



DEED OF LEASE

SIXTH EDITION 2012 (4)

GENERAL address of the premises:

4 Fred Thomas Drive (forming part of land at 2, 3 and 4 Fred Thomas Drive), Takapuna.

DATE:

LANDLORD:

FRED THOMAS DRIVE INVESTMENTS LIMITED (company number 3197268)

TENANT:

AMPLIFON NZ LIMITED (company number 2115874)

GUARANTOR:

~~THE LANDLORD~~ ^{and the storage space} 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

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

 Signature of Landlord

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


SIGNED by the Tenant *
AMPLIFON NZ LIMITED
 in the presence of:


 Witness Signature

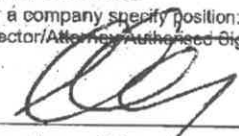
Oicne Hillier
 Witness Name

Property Coordinator
 Witness Occupation

10 Hargreaves
 Witness Address


 Signature of Tenant

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


 Signature of Tenant

Alec Ng
 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:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

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

Signature of Guarantor

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

 *
~~If appropriate, add:~~
~~"by its director(s)" OR "by its duly appointed attorney"~~

~~**Note:** Signing by a company — to ensure that this document binds the company as a deed, it must be signed in accordance with section 100 of the Companies Act 1993.~~

~~If two directors sign, no witnessing is necessary.~~

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

FIRST SCHEDULE

1. **PREMISES:** Part Level 2 (second floor) having a rentable area of approximately 1201.50m² within 4 Fred Thomas Drive (forming part of the Landlord's property at 2, 3 and 4 Fred Thomas Drive), Takapuna as is shown for identification as Tenancy C on the premises plan attached at Annexure A.
2. **STORAGE SPACE:** That part of the ground floor of the Building having a rentable area of approximately 18.48m² as is shown for identification as Cage 5 on the ground floor plan attached at Annexure A (but subject always to clause 52.4).
3. **CAR PARKS:** 43 car parks comprising 11 allocated car parks initially in the position as shown on the car park plan attached at Annexure A and 32 unallocated car parks (but subject always to clauses 35.6 - 35.7 and clause 53)
4. **TERM:** Nine (9) years
5. **COMMENCEMENT DATE:** 1 February 2017
6. **RIGHTS OF RENEWAL:** Two (2) rights each for a further three (3) year term.
7. **RENEWAL DATES:** 1 February 2026 and 1 February 2029
8. **FINAL EXPIRY DATE:** 31 January 2032 (if all renewal rights exercised)
9. **ANNUAL RENT:**

Premises	\$ See Attached	plus GST
Car Parks	\$	plus GST
TOTAL	\$	plus GST

(Subject to review if applicable)
10. **MONTHLY RENT:** \$ See Attached plus GST
11. **RENT PAYMENT DATES:** The 1st day of each month commencing on the 1st day of February 2017
12. **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.)~~

 1. Market rent review dates:
1 February 2020, 1 February 2023 and (if the first renewal right is exercised) 1 February 2026 and (if the second renewal right is exercised) 1 February 2029
 2. ~~CPI rent review dates:~~
13. **DEFAULT INTEREST RATE:** 14 % per annum
(subclause 5.1)
14. **BUSINESS USE:** Commercial Offices and ancillary dispatch function
(subclause 16.1)

[Lease Further Terms]

FIRST SCHEDULE (continued)

8. ANNUAL RENT
(subject to review)

Premises:	1201.50m ² @ \$270.00 per m ² plus GST	\$324,405.00 plus GST
Storage Space:	18.48m ² @ \$125.00 per m ² plus GST	\$2,310.00 plus GST
Carparks:	11 allocated carparks @ \$45.00 plus GST per week per carpark	\$25,740.00 plus GST annually
	32 unallocated carparks @ \$40.00 plus GST per week per carpark	\$66,560.00 plus GST annually
		=====
	[ESTIMATED] TOTAL	\$419,015.00 per annum plus GST =====

9. MONTHLY RENT

- (1) For the period from the Commencement Date until the annual rent is next reviewed in accordance with the terms of the lease:
\$34,917.91 plus GST per month.

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

16. PROPORTION OF OUTGOINGS
(3.1)

The proportion that the rentable area of the premises bears to the rentable area of the building or other cost centre against which the outgoing is incurred.

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)~~

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)~~

16. **PROPORTION OF OUTGOINGS:**

(subclause 3.1)

See attached

% 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 recoating.~~
- (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) ~~Reasonable~~ 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.

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

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

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

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

Rent Determinations

- 2.2 Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:
- (a) By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - (b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (1) Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent.
 - (2) If the party receiving a notice fails to appoint a valuer within the 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.
 - (3) 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.
 - (4) The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert.
 - (5) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any of the representations but not be bound by them.
 - (6) 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.
 - (7) 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:
- (a) if both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
 - (b) if only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - (c) if no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant 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

~~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:~~

$$A = B \times (G + D)$$

~~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~~

~~G = 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 (G+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~~ **determined by the Landlord**
- 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. See attached Third Schedule

(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.

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.

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 15.2 and 15.3.~~

- 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

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.

16.4 & 16.5 See Attached.

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

- 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.~~

19.2 See attached Third Schedule

Additions, Alterations, Reinstatement and Chattels Removal

- 20.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises ~~or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord 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 term reinstate the premises.* Ownership of the alterations or additions that are not removed by 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.~~ and making good all resulting damage,

- 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.

*to an open plan layout and make good all resulting damage.

- 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.
- Any termination pursuant to this subclause shall be without prejudice to the rights of either party against the other.

Partial Destruction

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

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

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- 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:
- (a) 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. ~~subject always to clause 32.1(b).~~
- See attached Third Schedule (b) ~~If the renewal date is a CPI rent review date, the annual rent shall be determined in accordance with subclause 2.5.~~
- (c) 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. ~~(excluding clauses 3.7, 3.8 and 53)~~
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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. See attached Third Schedule
- (h) 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:
- (a) 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.
- (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.
- (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord. ~~by the assignee~~
- (d) 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.~~
- (e) The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds. 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.

UNIT TITLE PROVISIONS

34.1 Clause 34 applies where the property is ^{or becomes} 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

~~Subject to clauses 35.6-35.7~~

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.
- (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.

Clauses 47 - 57 and Annexures A - D see attached Third Schedule.

THIRD SCHEDULE

FURTHER TERMS (if any)

See attached.

THIRD SCHEDULE

Further Terms

Market Rent Review

- 2.2 (g) Notwithstanding any other provision of this lease, for the purposes of determining the market rent, the business use of the premises under this lease shall be deemed to be "Commercial Offices" and any use of the premises as an ancillary dispatch function shall be disregarded.

Outgoings

- 3.7 Notwithstanding the provisions of this clause 3, for the initial period of twelve (12) months commencing on the commencement date ("Initial Period") the Tenant's liability to pay outgoings (other than those detailed in clause 3.8 below) shall not exceed a rate of \$68.64 per square metre plus GST ("Outgoings Cap").
- 3.8 The Outgoings Cap shall not apply to the following outgoings which shall continue to be payable by the Tenant in the manner provided for in clause 3.1 - 3.6 during the Initial Period as calculated in accordance with this lease (excluding the provisions of clause 3.7):
- (a) All charges and expenses in respect of all utilities and other services supplied or used by the Tenant in the premises, including but not limited to the following:
 - (i) electricity;
 - (ii) water;
 - (iii) gas (if any);
 - (iv) telephone rents and charges;
 - (v) all line charges relating to the above;
 - (vi) all costs incurred in the provision of air-conditioning to the premises outside of normal business hours including any additional service contract charges and/or repair of building services and any component in each case to the extent arising from the provision of air-conditioning outside of normal business hours.
 - (b) Rubbish collection and recycling charges which are separately assessed or levied in respect of the premises.
- 3.9 The provisions of clauses 3.7 and 3.8 shall only apply during the Initial Period and from and including the first anniversary of the commencement date the Tenant's liability to pay outgoings shall be as calculated in accordance with clauses 3.1 - 3.6 of this lease. Without limitation clauses 3.7 and 3.8 shall not apply to any renewal lease granted pursuant to the terms of this lease.
- 3.10 Without limitation to the previous provisions of this clause 3 and item 18 of the First Schedule, throughout the term of the lease and all renewal terms the Tenant shall be responsible for all costs incurred in the provision of air-conditioning to the premises outside of normal business hours, including any additional service contract charges and/or repair of building services and any component in each case to the extent arising from the provision of air-conditioning outside of normal business hours.

Tenant's Obligations

- 8.1 (c) ... and in any event during the six (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 reasonable satisfaction of the Landlord. Notwithstanding the previous provisions of this clause 8.1(c) if at the end or earlier expiry of the term of this lease the Tenant is Amplifon or a Related Company of Amplifon the Tenant shall not be required to repaint and redecorate during the six (6) month period prior to the end or earlier expiry of the term of this lease.

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.

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 or to the exercise by the Landlord of any of its rights in each case under clause 35 (except where the Landlord requires access to the premises) 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;
 - (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;
 - (d) for any use associated with the sex industry;
 - (e) as an optometrist or for ophthalmology and/or optometry purposes.

- 16.6 The Landlord acknowledges that use of the premises by the Tenant as the head office function of the audiology businesses of the Tenant shall not be a breach of clause 16.5 provided that such use is at all times consistent with use as a commercial office only and not otherwise.

Signage

- 19.2 The Tenant shall have the right to have either its name or its trading name entered on the electronic directory board in the foyer of the building subject to paying all costs properly incurred by the Landlord in providing such signage and making any changes to such signage save only for the cost of initial installation of the electronic directory board prior to the commencement date which shall on that one occasion only be at the cost of the Landlord. The Tenant shall not be entitled to have more than one entry on the electronic directory board.
- 19.3 The Tenant shall also have the right to display its name or its trading name on the Fred Thomas Drive Pylon Sign provided by the Landlord subject to the Tenant first obtaining the prior written consent of the Landlord to such signage proposed by the Tenant, such approval not to be unreasonably withheld or delayed and subject always to clause 19.5. The Tenant shall be responsible for all costs properly incurred by the Landlord in providing and making any changes to such signage. The Tenant shall not be entitled to have more than one entry on the Fred Thomas Drive Pylon Sign.
- 19.4 The Tenant shall at the end or sooner determination of the term be responsible for all costs properly incurred by the Landlord in removing signage for the Tenant previously provided in accordance with clauses 19.2 and 19.3.
- 19.5 The Tenant acknowledges that while any part of the property at 4 Fred Thomas Drive Takapuna is occupied by AON New Zealand, no signage will be permitted outside of the building at 4 Fred Thomas Drive by any insurance broker other than AON New Zealand.

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:
- (a) Obtain all necessary consents and approvals for the proposed works;
 - (b) Carry out the proposed works in a proper and tradesmanlike manner in accordance with the provisions of the applicable Building Code and employing such contractors and consultants as have first been approved by the Landlord;
 - (c) Provide the Landlord with the code compliance certificate from the appropriate territorial authority that the works have been carried out in compliance with all consents; and
 - (d) Pay any professional fees properly incurred by the Landlord in perusing the Tenant's plans and specifications and assessing the proposed additions and alterations.
- 20.6 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 ("Occupation Fee") but the tenant's liability to pay such Occupation Fee shall be subject to the following:

- (a) Not less than six (6) months before the final expiry of (or as soon as practical following any earlier determination of this lease), the Landlord shall provide to the Tenant a report detailing all such alterations and additions which the Landlord requires to be reinstated by no later than the end or earlier termination of the term in accordance with clause 20.1 ("Reinstatement Notice").
- (b) Within 20 working days of actual receipt of the Reinstatement Notice by the Tenant, the Tenant shall notify the Landlord in writing as to whether it disputes any of the items set out in the Reinstatement Notice ("Objection Notice"). If the Tenant does not provide an Objection Notice within the 20 working day timeframe, the terms of the Reinstatement Notice shall be deemed to be accepted by the Tenant. If the Tenant provides an Objection Notice within the 20 working day time frame referred to above then the dispute in relation to the works the subject of the Reinstatement Notice shall be determined in accordance with clause 43.
- (c) Where the Tenant fails to comply with the obligations of an accepted Reinstatement Notice (or, if there is a dispute as to the terms of the Reinstatement Notice, the Reinstatement Notice as it is ultimately agreed or determined) then from the expiry or earlier determination of the lease (or from such later date as is agreed or determined as part of the agreement or determination of the dispute in relation to the Reinstatement Notice) until the works described in the Reinstatement Notice (as agreed or determined) have been completed the Tenant shall be required to pay the Occupation Fee but without prejudice to the Landlord's rights under clause 20.1 to recover costs incurred by the Landlord in reinstating where the Tenant has failed to do so.

The Landlord's obligations to provide a Reinstatement Notice in accordance with this clause 20.6 shall be relevant only for the purpose of determining whether the Tenant is liable to pay the Occupation Fee. Failure by the Landlord to issue a Reinstatement Notice shall not in any way alter or affect the Tenant's obligations to comply with its obligations at clause 20 (save only for the obligation to pay an Occupation Fee) and nothing in this clause 20 shall limit or release the Tenant from its obligations under this lease including (without limitation) pursuant to clause 8.

- 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.
- 20.8 For so long as this lease is vested in Amplifon, or a Related Company of Amplifon, with effect that at final expiry of this lease or the date of earlier termination, the Tenant is and remains Amplifon or a Related Company of Amplifon then:
 - (a) the Tenant shall be entitled at its sole discretion to elect to leave any or all partitions, alterations or additions installed by the Tenant pursuant to the Agreement to Lease the existence of which is as shown in the plans attached at Annexure D showing the Tenant's initial fit out of the premises as at the commencement date of the initial term and which were undertaken pursuant to the Agreement to Lease and as may be further shown in the premises condition report attached at the Sixth Schedule (but excluding any signage and rooftop antennae in either case installed by the Tenant pursuant to the Agreement to Lease and which shall at all times remain subject to the reinstatement and make good provisions of clause 19 and clause 57 (respectively)) in situ at the premises and in a clean and tidy condition, clear of all rubbish and with all damage to partitions, alterations or additions which remain in situ pursuant to this clause having been made good. On the final expiry date or earlier termination of this lease the Tenant will transfer all the unencumbered right, title and ownership of any partitions, alterations or additions it has chosen pursuant

to this clause 20.8 to leave in situ at the premises to the Landlord with no compensation being payable for the same by the Landlord. Without limitation the Tenant shall continue to be bound by the provisions of clauses 20.3 and 20.4 in relation to removal of chattels and clauses 20.1 and 20.2 in relation to all partitions, alterations or additions which the Tenant does remove from the premises including the obligation to repay to the Landlord all costs and expenses incurred by the Landlord in making good damage to the premises caused by such removal if the Tenant has not completed such removal and make good by no later than the end or earlier termination of the lease; and

- (b) Where the Tenant has undertaken further alterations or additions at any time during the term or any renewal term in addition to the alterations and additions carried out by the Tenant pursuant to the Agreement to Lease then the Tenant shall remain liable to reinstate the premises in accordance with the provisions of this clause 20, requiring reinstatement of the premises to an open plan layout, it being acknowledged that the provisions of clause 20.8(a) shall only apply to the initial fit-out of the premises by the Tenant pursuant to the Agreement to Lease and not otherwise.

Compliance with Statutes and Regulations

- 21.1 (b) ... or the Tenant is required to comply pursuant to clause 16.2 which obligation 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:

- (d) 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
- (e) 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.

Renewal of Lease

- 32.1 (b) Notwithstanding any other provision of this lease, the annual rent payable from each renewal date which is also an open market rent review date (being 1 February 2026 and 1 February 2029 respectively):
 - (i) shall not exceed 107.50% of the annual rent payable immediately prior to the relevant market rent review date (being the annual rent payable at expiry of the immediately preceding lease term); and
 - (ii) shall not be less than 92.50% of the annual rent payable immediately prior to the relevant market rent review date (being the annual rent payable at expiry of the immediately preceding lease term).

- (g) ... be more than the annual rent calculated in accordance with clause 32.1(b)(i) and shall not be less than the annual rent calculated in accordance with clause 32.1(b)(ii).

Assignment or Subletting

- 33.1 (d) ... or at the election of the Landlord at its sole discretion, a bank guarantee from a registered trading bank in New Zealand approved by the Landlord for a sum equivalent to six (6) months annual rent for the premises and carparks and outgoings payable under the lease as at the date of the assignment plus GST and for a period expiring not earlier than the date three (3) months following the final expiry date 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) Any sublease is granted at a rent which is not less than the full market rental value of the premises or that portion of the premises that is being subleased calculated at the date of grant of the sublease (and therefore the full market rental value at that time may be less than the annual rent then payable for the premises or relevant part under this lease depending on market conditions as at the date of grant of the relevant sublease).
- 33.1 (g) In the case of a sublease the Tenant procures the subtenant to enter into a deed of covenant in a form approved or prepared by the Landlord's solicitor to observe the terms of the head lease.
- 33.4 Where the Tenant or sub-tenant is a partnership, a retirement of an existing partner or admission of a new partner is taken to be an assignment or, where appropriate a subletting of this lease and will require the written consent of the Landlord in accordance with the terms of this clause 33.

Carparks

- 35.5 The Landlord may carry out repairs to any of the carparks (whether allocated carparks or unallocated carparks) 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 carparks or a replacement carpark or carparks then rent will abate at the rate per carpark being paid at that time for such period as the Tenant has no use of the relevant carpark or a replacement carpark.
- 35.6 The Landlord has the right to relocate the carparks (whether allocated or unallocated) leased to the Tenant under this Lease from time to time to other carparks including providing a right to park a specified number of vehicles in a shared carpark area or a multi-level carpark on the property at 2 - 4 Fred Thomas Drive or any adjoining or reasonably proximate property and the Tenant must cease to park in the previous carpark or carparks and commence parking in the relocated carpark or carparks upon receiving notice from the Landlord to do so. There will be no rent abatement or other compensation as a result of relocation of any carpark or carparks. For clarity the provisions of this clause 35.6 shall not apply to the re-location of any carparks during any Development Period and instead the provisions of clause 35.7 shall apply.
- 35.7 If the Landlord proceeds to undertake any development on the Landlord's land at 2, 3 and 4 Fred Thomas Drive, Takapuna ("Development") and during the course of any such development ("Development Period") requires the Tenant to vacate any carpark or carparks included under this lease then the following shall apply:

- (a) The construction of any Development and the consequent vacation of the carparks will not be a breach of the quiet enjoyment of the Tenant under this lease;
 - (b) The Landlord will have the right to give the Tenant one (1) month's notice to vacate all or any of the carparks leased under this lease for the Development Period and at the expiry of that notice the Tenant must cease to park in those carparks for such period as is specified by the Landlord;
 - (c) The Landlord will use reasonable endeavours to provide temporary relocated carparks for use by the Tenant during the Development Period;
 - (d) If the Landlord is unable to provide replacement car parking for the carparks in terms of clause 35.7(c) then during such period as those carparks are unavailable no abatement of rent or other compensation shall be claimed by the Tenant except that during such period as the Tenant does not have access to any of its carparks or a replacement carpark or carparks then rent will abate at the rate per carpark being paid at that time for such period as the Tenant has no use of the relevant carpark or a replacement carpark;
 - (e) No other compensation will be payable by the Landlord to the Tenant; and
 - (f) Without limitation at the expiry of the Development Period the Landlord may exercise its right to relocate some or all of the carparks in terms of clause 35.6.
- 35.8 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 Landlord's building and property or any part including common parts (but excluding the premises and (save as provided for under clause 52.4) the storage space) provided that at all times the Tenant is not prevented from accessing the premises and the storage space. In so doing the Landlord will use all reasonable endeavours to cause as little inconvenience to the Tenant as is reasonably practicable and will notify the Tenant in advance of any such works which are being undertaken by the Landlord in the vicinity of the premises which notice (in the case of works to be undertaken to 4 Fred Thomas Drive only) shall be reasonable prior notice having regard to the nature of the intended works and the likely affect it may have on the Tenant but in no event will any compensation be payable by the Landlord to the Tenant.
- 35.9 The Tenant expressly consents to any resource consent applications and building consent applications for the Landlord's building and 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.
- 35.10 Exercise by the Landlord of its rights contained in and in compliance with clause 35.8 shall not be a breach of the quiet enjoyment covenants contained in this lease.
- 35.11 Except where the Landlord requires access to the premises, the provisions of clause 15 shall not apply to any Development or to the exercise by the Landlord of any of its rights under this clause 35.
- 35.12 If the Tenant requires additional carparks at any time during the term of this lease including any renewal of this lease, the Landlord will upon prior request from the Tenant notify the Tenant promptly as to any spaces which may then be available at the Landlord's property for licensing pursuant to the Landlord's then standard form of carpark licence but without any obligation on the Landlord to keep or make available additional spaces for use by the Tenant. The decision to make further spaces available to the Tenant and the terms of the

Landlord's then standard form of carpark licence including the licence fee payable shall in each case be as the Landlord shall determine in its sole discretion.

Definitions and Interpretation

- 47.1 (w) "Amplifon" means Amplifon NZ Limited, company number 2115874;
- (x) "Agreement to Lease" means the agreement to lease dated 22 November 2016 made between the same parties as this lease;
- (y) "Fred Thomas Drive Pylon Sign" means the illuminated pylon sign provided by the Landlord initially in the position as shown on the plan attached at Annexure C or in such alternative location on the Landlord's property as the Landlord shall designate from time to time;
- (z) "normal business hours" means the hours of 8:30am – 5:30pm on working days only or such other hours as may be notified by the Landlord to the Tenant from time to time as the Landlord's normal business hours but which shall not in any event be less than 8:30am – 5:30pm on working days only.
- (aa) "Related Company" has the meaning given to that term in section 2(3) of the Companies Act 1993.

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 due to breach of statutory obligations by the Landlord.

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 ("Act") and that:
- 49.1 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 and without limitation the Tenant must have a health and safety plan which complies with the Act and must provide a copy of such plan to the Landlord prior to the commencement date. The Tenant must also comply with any health and safety plan imposed by the Landlord and shall comply with all directions and requirements in relation to health and safety which may be made by the Landlord from time to time and which are first communicated to the Tenant.
- 49.2 The Tenant shall identify possible hazards for its employees or other persons in the vicinity of the premises.
- 49.3 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.
- 49.4 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 not later than the Commencement Date 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 acceptable to the Landlord or some other bank first approved in writing by the Landlord on terms and in a form acceptable to the Landlord for the Guaranteed Amount;
 - (b) "Guaranteed Amount" means:
 - (1) For the initial term of the lease from the commencement date until the renewal date the sum of Two Hundred and Eighty Eight Thousand One Hundred and Twenty Three Dollars (\$288,123.00) inclusive of GST; and
 - (2) From each renewal date (if the relevant renewal right is exercised) the increased sum equivalent to six (6) months' annual rent for the premises, storage space and carparks and outgoings plus GST then payable under the lease as at the relevant renewal date based on the revised rent agreed or determined following the market rent review due on the relevant 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 final 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 relevant 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 Notwithstanding the previous provisions of clause 51.5 for so long as this lease is vested in Amplifon and provided that Amplifon has throughout the term of this lease paid the annual rent and outgoings on the due date for payment then on the expiry of 5 years from the commencement date being 31 January 2022 the Landlord will release the Bank Guarantee previously provided by Amplifon. The provisions of this clause 51.7 shall cease to apply on the date of a lawful assignment of this lease by Amplifon.
- 51.8 The provisions of clause 51.7 and any release of the Bank Guarantee previously provided by Amplifon in accordance with that clause shall not in any way alter or affect the provisions of this clause 51 which shall continue to apply in full force and effect (excluding only clause 51.7) in relation to any other party in whom this lease is vested as Tenant from time to time including (without limitation) where the lease is vested in a Related Company of Amplifon in which case the provisions of this clause 51 excluding only clause 51.7, shall continue to apply.

Storage Space

- 52.1 Subject to clause 52.4 the Tenant shall have the right to exclusive possession of the leased storage space.
- 52.2 The Tenant shall comply with the Landlord's reasonable requirements relating to use of the storage space and access to it and in particular shall only use the storage space for storage purposes ancillary to the use of the premises in accordance with this lease.
- 52.3 The provisions of the Second Schedule shall apply to the storage space as appropriate.
- 52.4 The Landlord has the right to relocate the storage space leased to the Tenant under this lease from time to time to alternate storage space located within the building subject to the Landlord giving to the Tenant not less than one (1) month's prior written notice of such relocation and on expiry of such notice the Tenant must yield up and vacate the storage space with vacant possession and must have removed all chattels located in the storage space and will commence using the alternative storage space designated by the Landlord ("Substituted Storage Space") in lieu of the storage space previously used by the Tenant in accordance with this lease. The Substituted Storage Space shall not have an area of less than 15m². If the Substituted Storage Space is bigger or smaller than the storage space previously leased by the Tenant then immediately upon expiry of notice to relocate served by the Landlord under this clause the annual rent payable by the Tenant for the storage space shall be adjusted by multiplying the annual rent rate per square meter for storage space then payable by the Tenant immediately prior to such relocation by the rentable area of the Substituted Storage Space as measured by the Landlord, provided that for the purpose of calculating such annual rent the area of the Substituted Storage Space shall be deemed to be capped at a maximum of 21m².
- 52.5 There will be no rent abatement or other compensation as a result of relocation of the storage space from time to time under this lease.

Surrender of Leased Carparks

- 53.1 For so long as this lease is vested in Amplifon, or a Related Company of Amplifon, the Tenant shall be entitled on one occasion only to require surrender of up to a maximum of ten (10) leased carparks by serving not less than one (1) month's prior written notice on the Landlord to expire not later than the expiry date of the initial term of this lease ("Surrender Notice").
- 53.2 The Surrender Notice shall state the number of leased carparks the Tenant requires to surrender which shall not exceed ten (10) in total.
- 53.3 Promptly upon receipt of a Surrender Notice the Landlord shall notify the Tenant of the location of each of the leased carparks which are to be surrendered in accordance with this clause 53, the location of such carparks to be at the sole discretion of the Landlord ("Surrendered Spaces").
- 53.4 With effect from the date of expiry of the Surrender Notice the parties shall enter into a deed of variation to record the surrender of the Surrendered Spaces, the corresponding reduction in the annual rent payable under this lease for the leased carparks on account of such surrender and to record such other variations to this lease as the Landlord shall reasonably require as a consequence of such surrender.
- 53.5 The Landlord and the Tenant shall each be responsible for their own legal costs incurred in documenting surrender of the Surrendered Spaces.
- 53.6 On expiry of the Surrender Notice the Tenant shall immediately cease to park in the Surrendered Spaces and shall surrender the Surrendered Spaces absolutely to the Landlord and following such surrender this lease shall continue to have full force and effect on the terms set out in this lease as varied following such surrender so as to exclude the Surrendered Spaces.
- 53.7 Surrender of the Surrendered Spaces shall be without prejudice to the Landlord's rights against the Tenant for any prior breach of the Tenant's obligations in relation to the Surrendered Spaces for the period up to and including expiry of the Surrender Notice, which obligations shall be preserved.
- 53.8 The provisions of this clause 53 shall cease to apply on the earlier of:
- (a) The date of the first lawful assignment of this lease to a party that is not a Related Company of Amplifon; and
 - (b) The expiry date of the initial term of this lease,
- provided further that immediately upon Amplifon (or a Related Company of Amplifon) first lawfully exercising the right to surrender leased carparks pursuant to this clause 53, there shall be no further right to surrender leased carparks even if the number of leased carparks surrendered by Amplifon (or a Related Company of Amplifon as the case may be) pursuant to the Surrender Notice is less than ten (10) carparks.

Competing Use

- 54.1 For the purpose of this clause 54 reference to "Competitor" means any business whose principal business is audiology, or the retailing of hearing assistance devices.
- 54.2 For so long as this lease is vested in Amplifon, or a Related Company of Amplifon, and the principal business of Amplifon or the Related Company of Amplifon in whom the lease is

then vested, is audiology or the retailing of hearing assistance devices and further provided that Amplifon (or that Related Company of Amplifon) is complying with the terms of this lease then from the commencement date of this lease the Landlord will not grant a lease of any other premises within the building comprising 4 Fred Thomas Drive to a Competitor.

- 54.3 Clause 54.2 shall not apply to, and the Landlord shall not be required to comply with, clause 54.2 when dealing with an application for consent from any tenant of the Landlord of any premises at 4 Fred Thomas Drive pursuant to an agreement to lease or lease which exists as at 22 November 2016 (including any lease subsequently granted pursuant to an agreement to lease which exists as at 22 November 2016) or pursuant to any renewal of such lease irrespective of when any such lease or renewal lease is granted (for the purpose of this clause 54.3 referred to as an "Existing Lease") if to comply with the Landlord's obligations under clause 54.2 would place the Landlord in breach of its obligations as landlord under the relevant Existing Lease. Clause 54.2 shall not apply to the Landlord nor shall the Landlord be required to comply with clause 54.2 when dealing with or granting any lease or renewal lease which is granted pursuant to an Existing Lease.
- 54.4 The provisions of clause 54.2 shall apply only in relation to 4 Fred Thomas Drive and shall not to apply any other part of the Landlord's property.
- 54.5 Without limitation, the Tenant acknowledges that part of the ground floor at 4 Fred Thomas Drive is the subject of a lease to GN Resound (NZ) Limited ("GN Lease"). Occupation and use of the premises the subject of the GN Lease ("GN Premises") by GN Resound (NZ) Limited or any successor in title, assignee and/or subtenant of GN Resound (NZ) Limited shall not be deemed to be a breach of clause 54.2. On expiry or earlier termination of the GN Lease, the Landlord shall be entitled to enter into any new lease or licence with the then occupier of the GN Premises at such date whether by way of a new lease or licence (even if there is no contractual obligation on the Landlord to do so) and in relation to the GN Premises or any other premises located within 4 Fred Thomas Drive and in doing so the Landlord shall not be in breach of clause 54.2 and the Landlord shall not be required to comply with clause 54.2 when dealing with an application for consent from any tenant of such premises.
- 54.6 The provisions of this clause 54 shall immediately cease to apply on the earlier of the date of a lawful assignment of this lease by Amplifon to a party that is not a Related Company of Amplifon, the date on which the principal business use of Amplifon or a Related Company of Amplifon in whom this lease is then vested ceased to be audiology or the retailing of hearing assistance devices and the final expiry date or date of earlier termination of this lease.

Availability of Additional Space

- 55.1 For so long as this lease is vested in Amplifon or a Related Company of Amplifon, then for the term of this lease including any renewal terms the Landlord will notify the Tenant in the event of any office premises within the Landlord's property at 2, 3 and 4 Fred Thomas Drive becoming available for lease from the Landlord. If then requested by the Tenant the Landlord will advise the Tenant of the terms upon which the Landlord may be prepared to lease such premises to the Tenant and the Landlord shall carry out good faith discussions for a period of not less than ten (10) working days in relation to the same.
- 55.2 In complying with clause 55.1 the Landlord shall not be obliged to negotiate exclusively with the Tenant for the grant of a lease of further office space including (without limitation) in preference to any other party, this clause 55 shall not constitute a right of first refusal in favour of the Tenant and the decision whether to lease additional space to the Tenant and the terms on which it may be prepared to lease such space is in every case at the sole discretion of the Landlord.

55.3 Without limitation to clause 55.2 the provisions of this clause 55 shall not operate so as to entitle the Tenant to the grant of a lease additional space whether or not in lieu of the premises the subject of this lease.

55.4 This clause 55 shall immediately cease to apply on the date of a first lawful assignment of this lease to a party that is not a Related Company of Amplifon.

Landlord Management and Provision of Building Services

56.1 The Landlord will use all reasonable endeavours:

- (a) to ensure that the building is managed to a good standard appropriate to the building (subject to the provisions of clause 18.1);
- (b) (subject always to clause 21.2) to comply with all statutes, ordinances, regulations, by-laws or other enactments (whether or not in place as at the commencement date) relating to the building except to the extent these are the responsibility of the Tenant under the terms of this lease or otherwise; and
- (c) to provide and maintain gas, electricity and water now or at any time serving the building,

provided that if any of the building services fail to function or are inoperative or if the Landlord (by reason of any statute, regulation or notice issued by any competent authority) is compelled to shut-off or remove any such service, the Tenant will not be entitled to terminate this lease or claim an abatement of rent or claim damages or compensation from the Landlord but the Landlord will use all reasonable endeavours insofar as reasonably practicable to minimise the period of failure, in-operation, shut-off or removal of such building service.

56.2 Where the Landlord's performance of its obligations under clause 56 is dependent on supply of a service or consumable from a third party the Landlord's obligation shall be to use all reasonable endeavours to have such third party continue to make the relevant supply available to the building.

56.3 (Subject always to clauses 15, 21.2, 26, 27 and 56.4 which shall prevail) the Tenant will be entitled to use the premises throughout the 24 hours of each day in the year. Access to the premises for the Tenant's staff outside the Landlord's normal business hours will be regulated by the security procedures provided by the Landlord.

56.4 The Landlord may close the building or any part as may be required to be closed by operation of law or in the case of emergency or if the Landlord otherwise deems such action reasonably necessary for the safety of any person or property in the building. The Landlord may also close, lock off or otherwise control the common areas or any part from time to time to protect the Landlord's or any tenant's interest or any public interest as the Landlord may from time to time deem necessary. No such action on the part of the Landlord shall entitle the Tenant to terminate this lease or claim an abatement of rent or claim damages or compensation from the Landlord.

56.5 The provisions of this clause 56 shall immediately cease to apply on the date of a lawful assignment of this lease by Amplifon to a party that is not a Related Company of Amplifon.

Rooftop Antennae

- 57.1 The Tenant shall be permitted to place from time and at any time during the term up to two (2) antennae together with any associated equipment reasonably required to enable the proper installation and operation of those two (2) antennae in accordance with best industry practices ("Antennae and Equipment") on the roof of 4 Fred Thomas Drive in locations determined by the Landlord (acting reasonably and having regard to the strength of signal at any given proposed location and the existence of any other equipment then installed on such roof), subject to the Tenant obtaining the Landlord's prior written approval of the Antennae and Equipment (such approval not to be unreasonably withheld or delayed). The Tenant may not use these rights to generate income from a third party.

- 57.2 The Tenant acknowledges that notwithstanding the Tenant's rights under clause 57.1 the Landlord shall continue to have the right to install, alter and remove on or from the roof of 4 Fred Thomas Drive all plant and equipment required by the Landlord or on behalf of any occupier of 4 Fred Thomas Drive (excluding the Tenant) as may be permitted by the Landlord from time to time.

- 57.3 In exercising its rights under this clause 57.1 the Tenant must not cause any interference to any plant installed and retained from time to time on behalf of the Landlord or any other occupiers of 4 Fred Thomas Drive.

- 57.4 The Tenant must ensure that all Antennae and Equipment installed pursuant to clause 57.1 are kept clean and are maintained in good order and condition and ensure that the same shall cause no damage or deterioration to the building comprising 4 Fred Thomas Drive or to the premises or any part and ensure that all Antennae and Equipment comply at all times with the requirements of all competent authorities.

- 57.5 The rights set out in this clause 57 shall immediately cease to apply on the date of a first lawful assignment of this lease to a party that is not a Related Company of Amplifon but without prejudice to the Landlord's rights against Amplifon or a Related Company of Amplifon in relation to any prior breach and without limitation to clause 57.6 which shall continue to apply.

- 57.6 By no later than the date which is the earliest of the date of the first lawful assignment of this lease to a party who is not a Related Company of Amplifon and the end or sooner determination of the term of this lease, the party in whom this lease is then vested shall have removed all Antennae and Equipment and made good any damage associated with the removal in accordance with the Tenant's obligations under this lease and (in the case of removal prior to assignment), as if the date of assignment was the date of expiry of this lease.

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))

1. All of the following provided new at the premises to an open plan floor layout:

Floor coverings

0.9 NRC mineral fibre ceiling tiles

Lighting

Cardax security system to the front door of the premises, to the doors of the exclusive use bathrooms and to the fire escape stairwell.

Bathroom furniture

2. Fire and emergency lighting to an open plan floor layout.
3. Sprinklers to an open plan floor layout.
4. Air-conditioning to an open plan floor layout.

SIXTH SCHEDULE

PREMISES CONDITION REPORT

(Subclause 8.1)

Premises as new and in first class order and condition as at the Commencement Date as evidenced in the written and photographic 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 dated 22 November 2016; 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.

Tenancy Condition Report - Level 2, South Tenancy (1201.60m)

Prepared by: Rene Smith
Date: 24/01/2017
Photos Supplied: Yes

Signature:

Contact Centre Area					
	As New	Excellent	Average	Fair/Poor	Comments
Floor	x				Grey Carpet Tiles
Walls	x				Painted White
Ceilings	x				Brand New Ceiling Tiles
Lighting	x				New LED Lights
Windows	x				Blinds To Come
Other	x				Built in Shelving

Call Centre Office					
	As New	Excellent	Average	Fair/Poor	Comments
Floor	x				Grey Carpet Tiles
Walls	x				Painted White
Ceilings	x				Brand New Ceiling Tiles
Lighting	x				New LED Lights
Windows	x				Blinds To Come
Other	x				Partitions - applies to come

Bathrooms					
	As New	Excellent	Average	Fair/Poor	Comments
Floor	x				Grey Bspak Tiles
Walls	x				White Tiles / Painted
Ceilings	x				Painted LED Lights
Bathroom Furniture	x				New
Fixings	x				New
Tapware	x				New

Entrance / Reception					
	As New	Excellent	Average	Fair/Poor	Comments
Floor	x				Polished Concrete, Grey Carpet Tiles
Walls	x				Painted White
Ceilings	x				Brand New Ceiling Tiles
Lighting	x				LED Lights
Windows	x				Ext cond. New Blinds To Be Installed
Other	x				Glass partition

Office 2					
	As New	Excellent	Average	Fair/Poor	Comments
Floor	x				Grey Carpet Tiles
Walls	x				White Painted - Some Marks To Be Cleared
Ceilings	x				Brand New Ceiling Tiles
Lighting	x				Brand New LED Lights
Windows	x				Ext cond. Blinds To Come

Partitions							Graphics To Come

Open area / back of house							
	As New	Excellent	Average	Fair/Poor	Comments		
Floor					Grey Carpet Tiles		
Walls					Painted White		
Ceilings					Brand New Tiles		
Lighting					New LED Lights		
Windows					Blinds To Come		

Back Office 1 - Back corner new rear main drive							
	As New	Excellent	Average	Fair/Poor	Comments		
Floor					Grey Carpet		
Walls					White Painted		
Ceilings					New Ceiling Tiles		
Lighting					New LED Lights		
Other					Graphics To Come		

Back Office 2							
	As New	Excellent	Average	Fair/Poor	Comments		
Floor					Polished Concrete		
Walls					Painted White		
Ceilings					Brand New Ceiling Tiles		
Lighting					LED Lights		
Windows					Good cond. Blinds To Come		

Back Office 2 (next to cabinet room)							
	As New	Excellent	Average	Fair/Poor	Comments		
Floor					Grey Carpet Tiles		
Walls					Painted White		
Ceilings					New Ceiling Tiles		
Lighting					Brand New LED Lights		
Partitions					Graphics To Come		

Cabinet Room							
	As New	Excellent	Average	Fair/Poor	Comments		
Floor					Grey Carpet		
Walls					White Painted - Some scuffs To Be Repaired		
Ceilings					New Ceiling Tiles		
Lighting					Brand New LED Lights		
Cabinets					Brand New		
Outboard					Large good condition (renew item)		

Set Bay

	As New	Excellent	Average	Fair/Poor	Comments
Floor	x				Grey Carpet Tiles
Walls	x				White Painted
Ceilings	x				White Ceiling Tiles
Lighting	x				Brand New LED Lights

Back Office 3 - New To Sick Bay

	As New	Excellent	Average	Fair/Poor	Comments
Floor	x				Grey Carpet Tiles
Walls	x				Painted White
Ceilings	x				New Ceiling Tiles
Lighting	x				New LED Lights
Partitions	x				Glass, Graphics To Come

Back Office 4 (end corner)

	As New	Excellent	Average	Fair/Poor	Comments
Floor	x				Grey Carpet Tiles
Walls	x				Painted White
Ceilings	x				Ceiling Tiles - New
Lighting	x				New LED Lights
Other	x				Glass - Graphics To Come

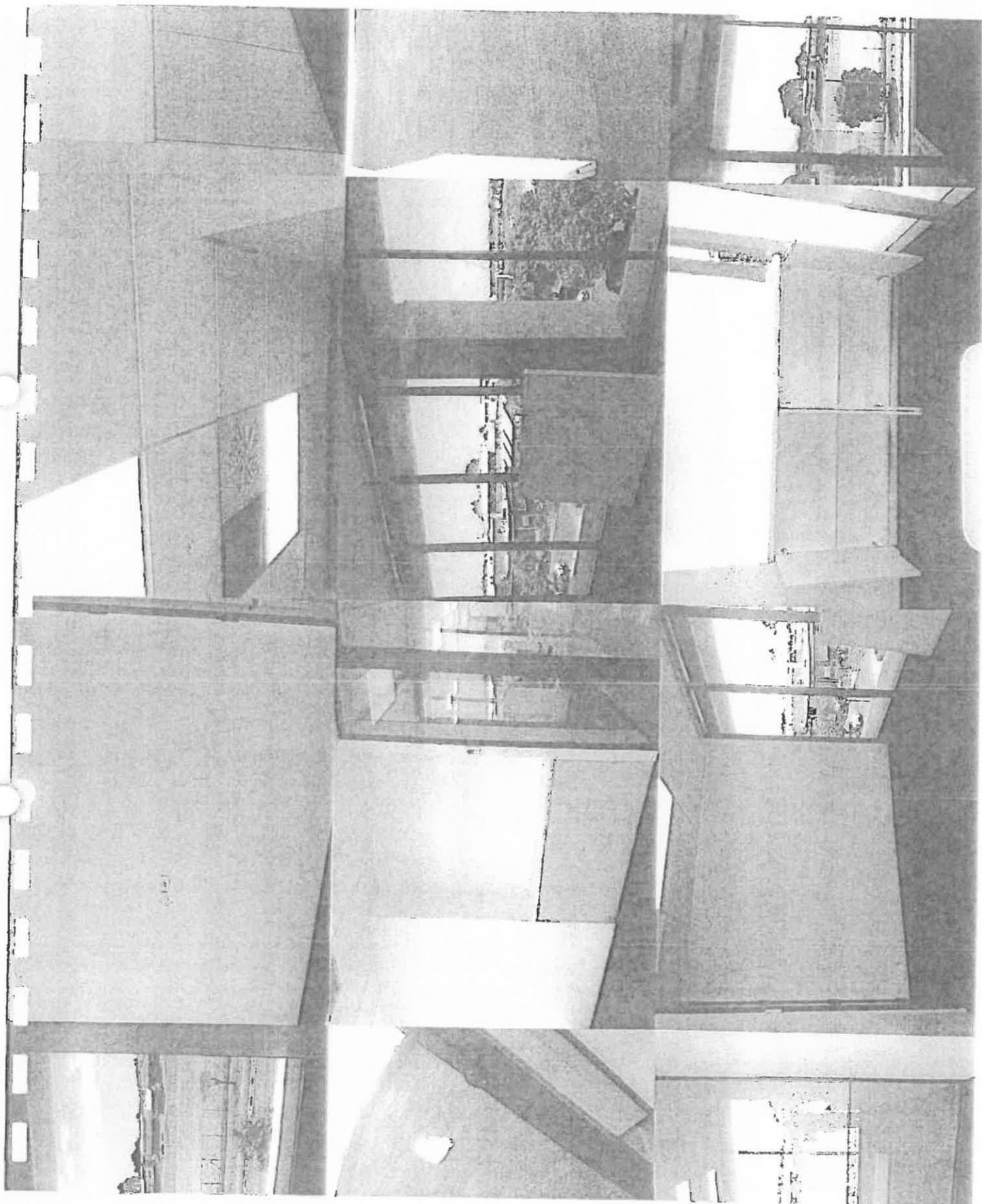
Dispatch Area

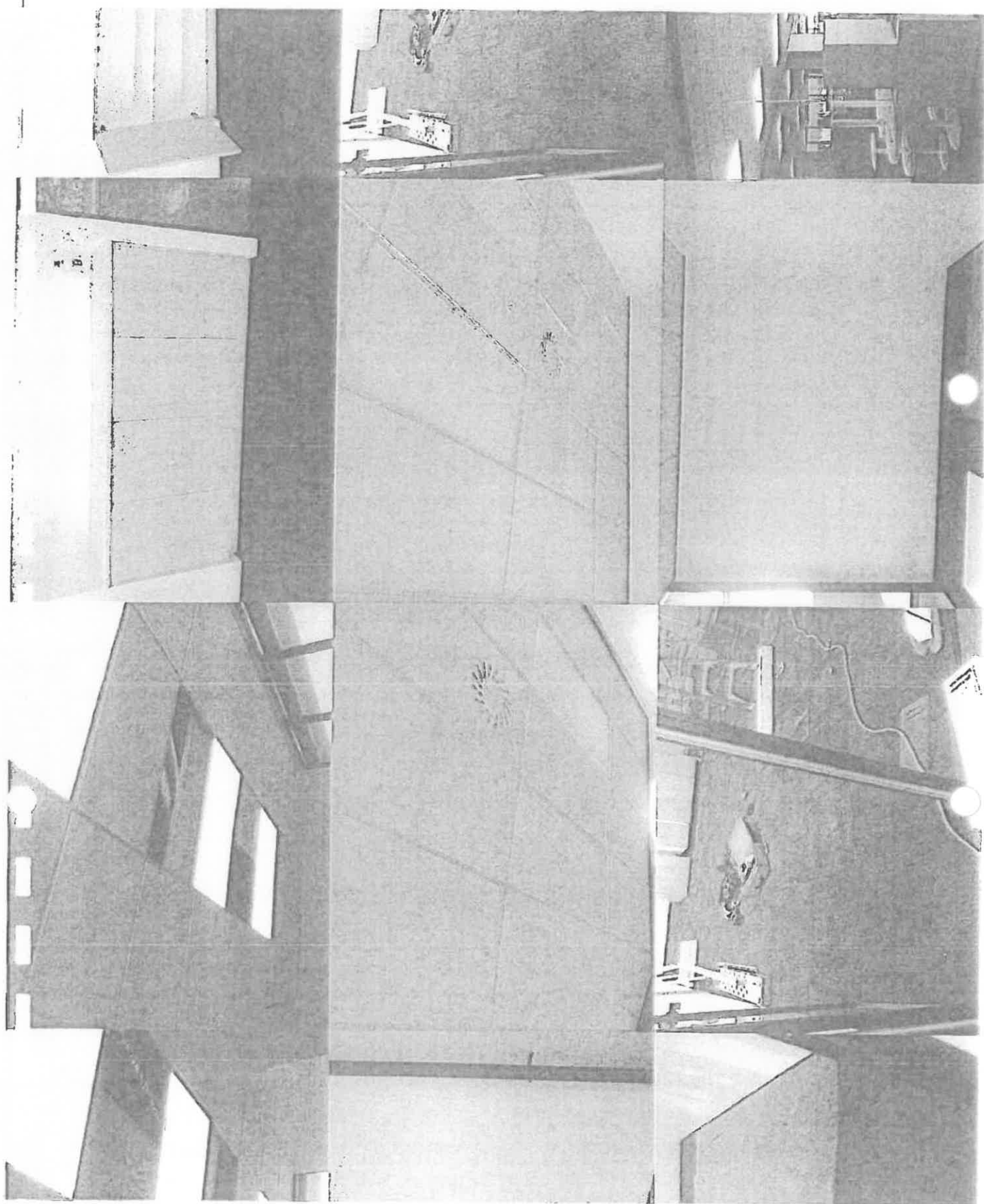
	As New	Excellent	Average	Fair/Poor	Comments
Floor	x				Grey Carpet Tiles
Walls	x				Painted White
Ceilings	x				New Ceiling Tiles
Lighting	x				Brand New LED Lights
Partitions	x				Graphics To Come

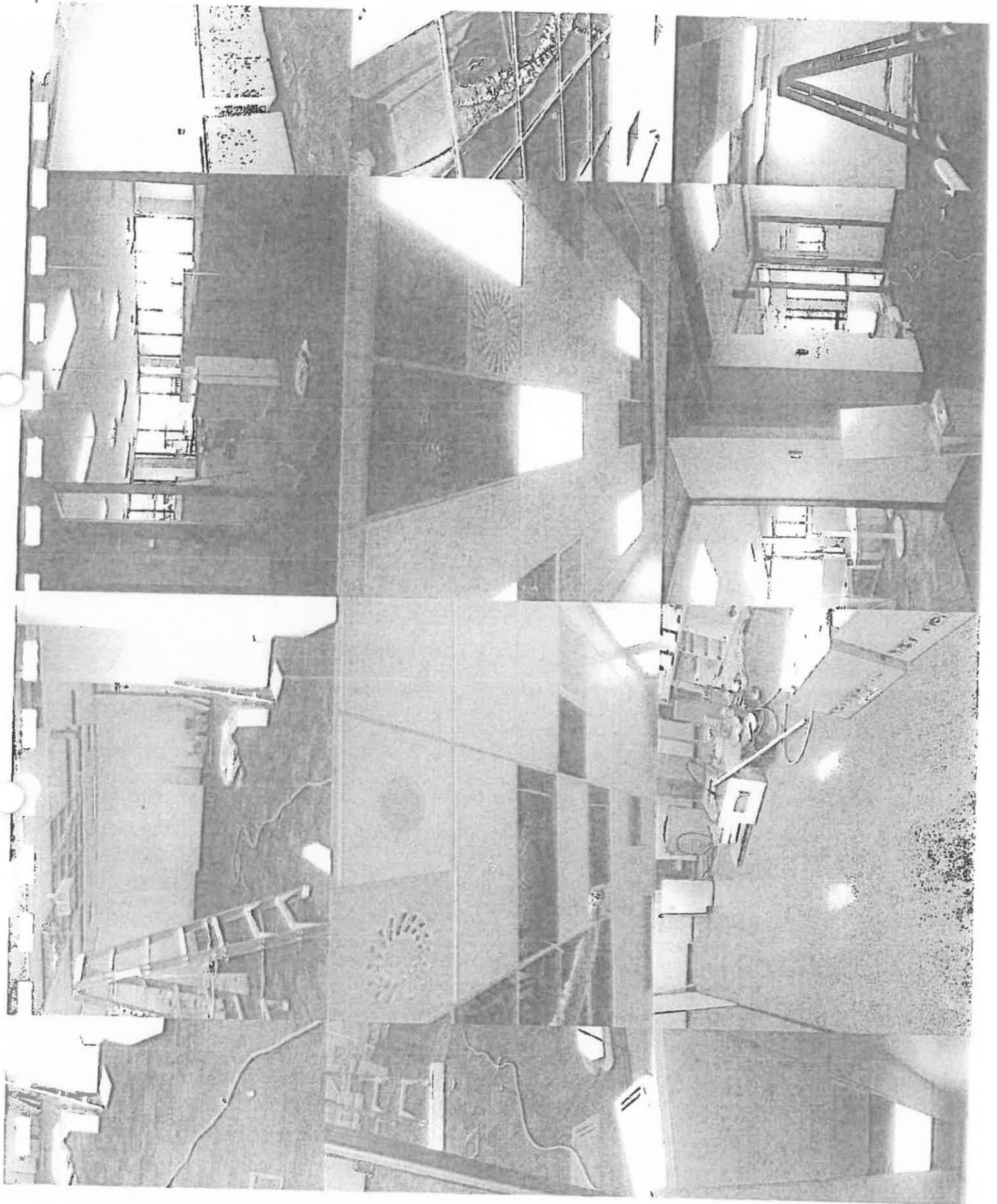
Server Room

	As New	Excellent	Average	Fair/Poor	Comments
Floor	x				Vinyl - New
Walls	x				Painted White
Ceilings	x				Brand New Tiles
Lighting	x				New LED Lights
A/C	x				2x Ductless Inverters
Back	x				As Per Photo

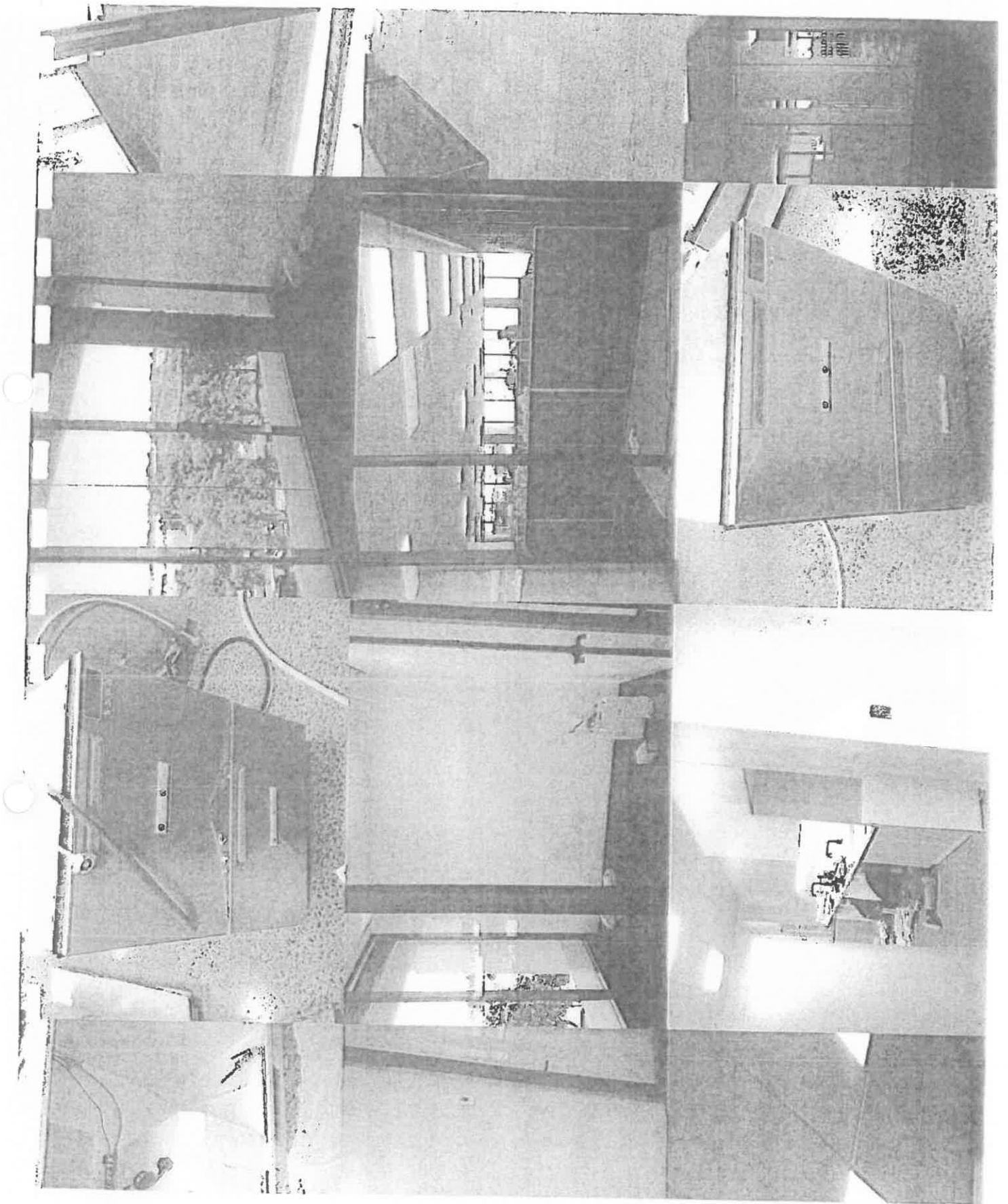


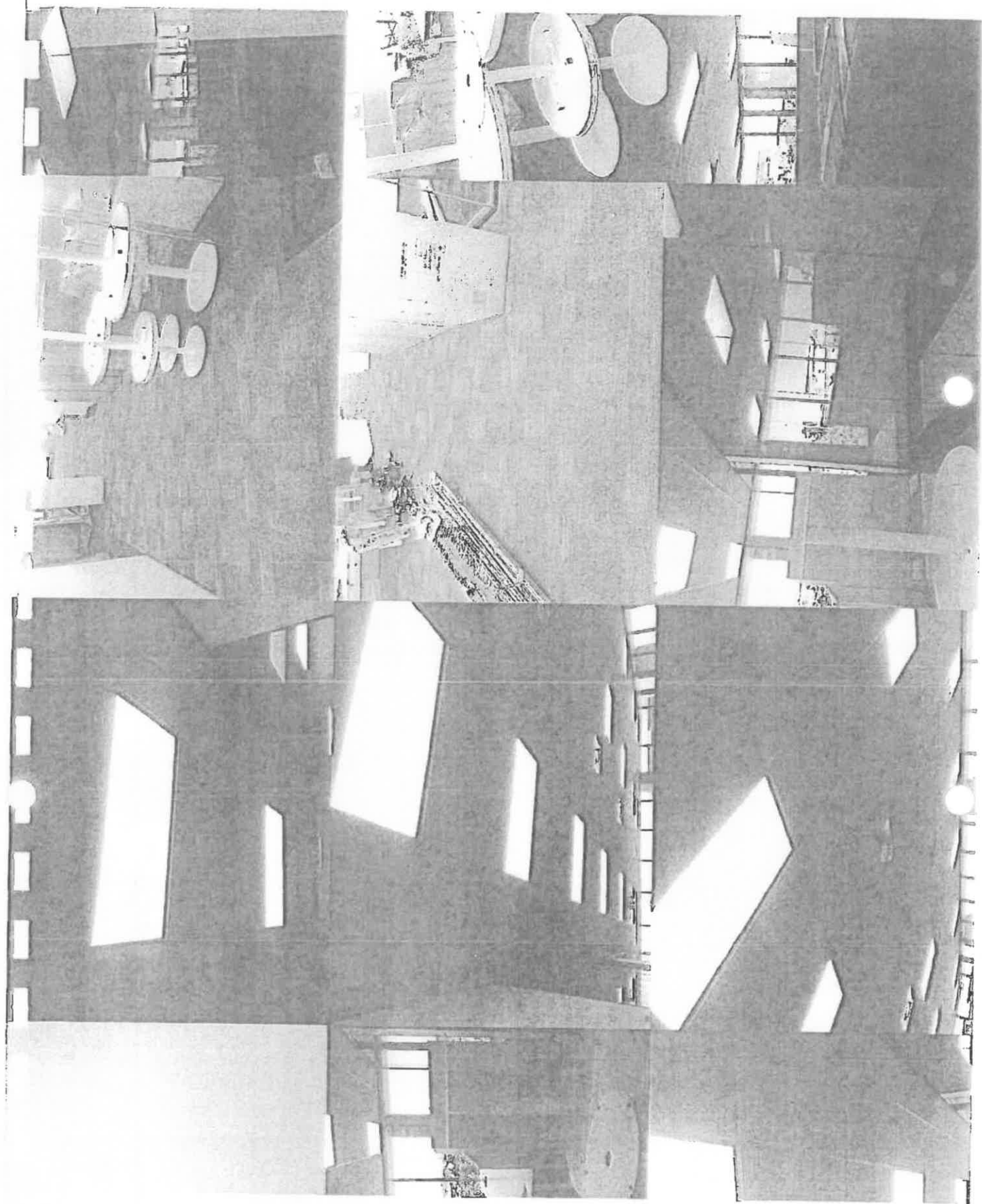


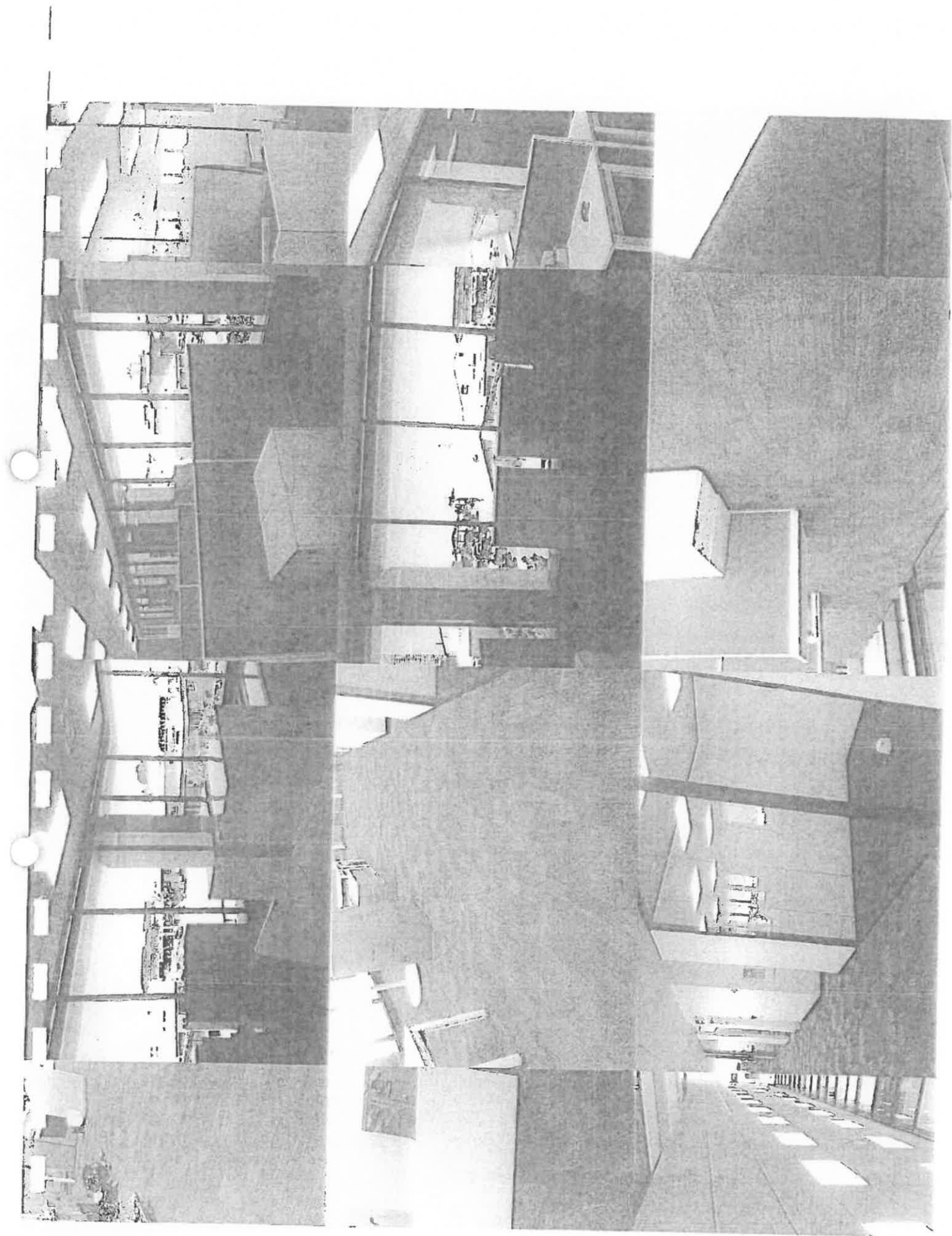




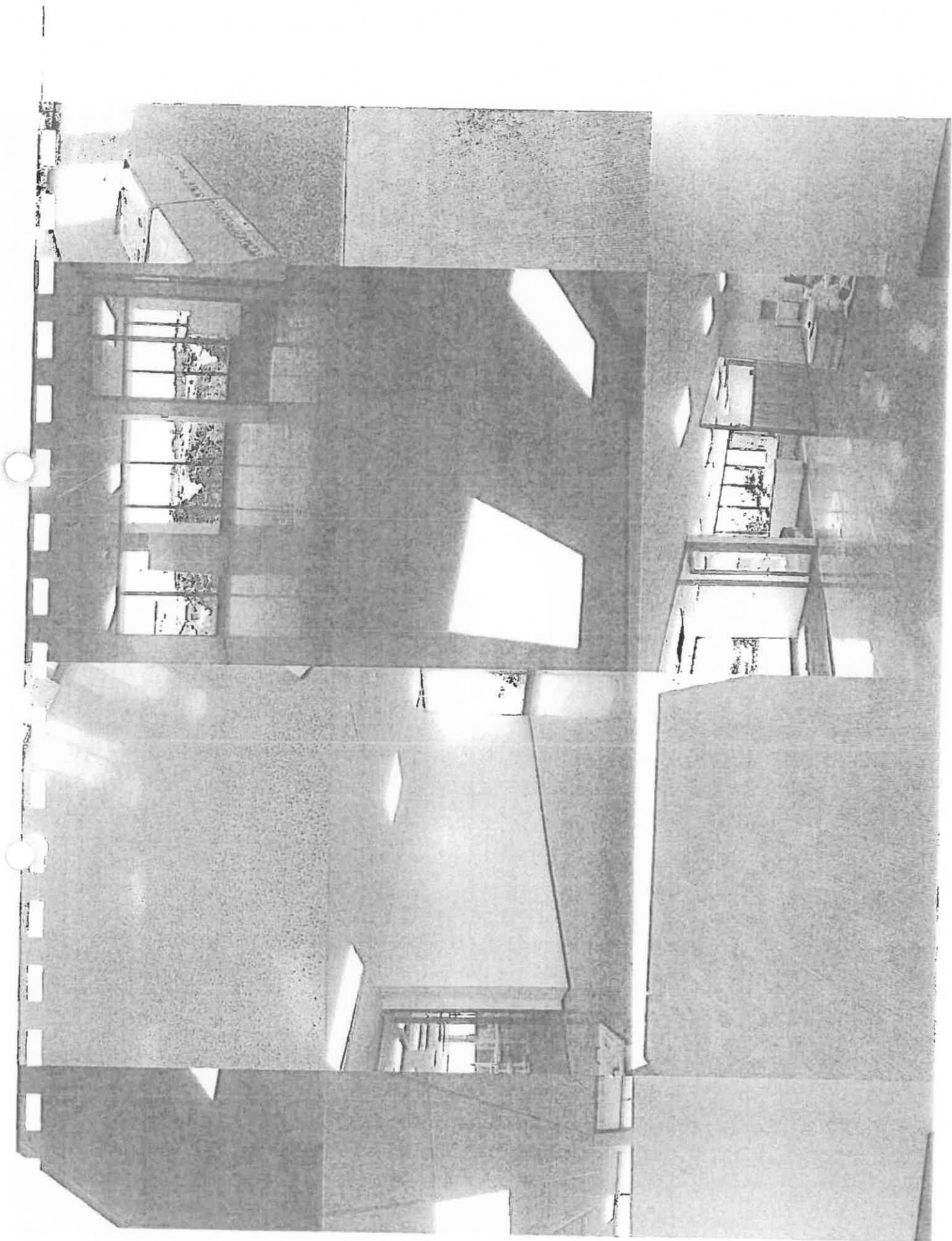


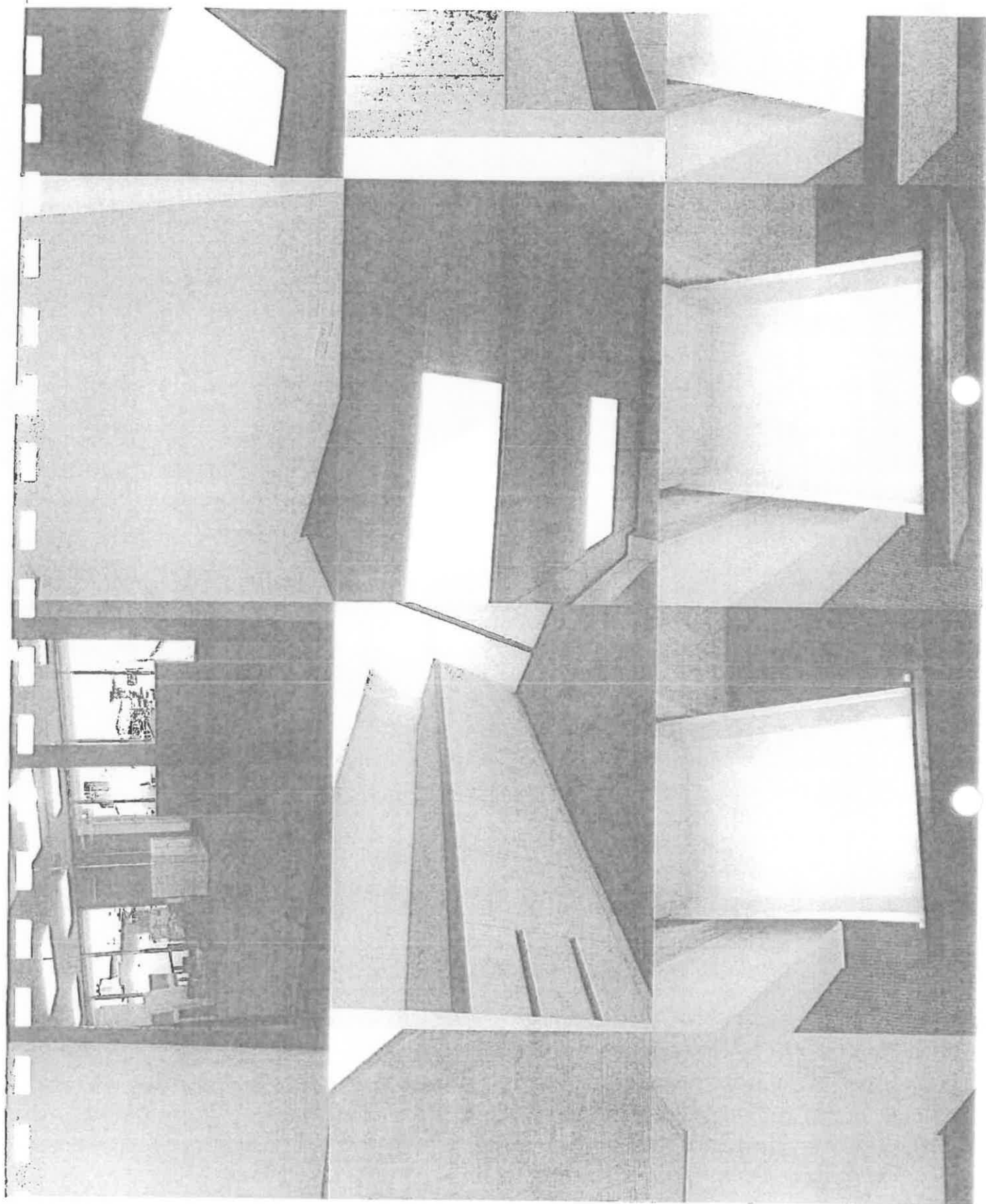


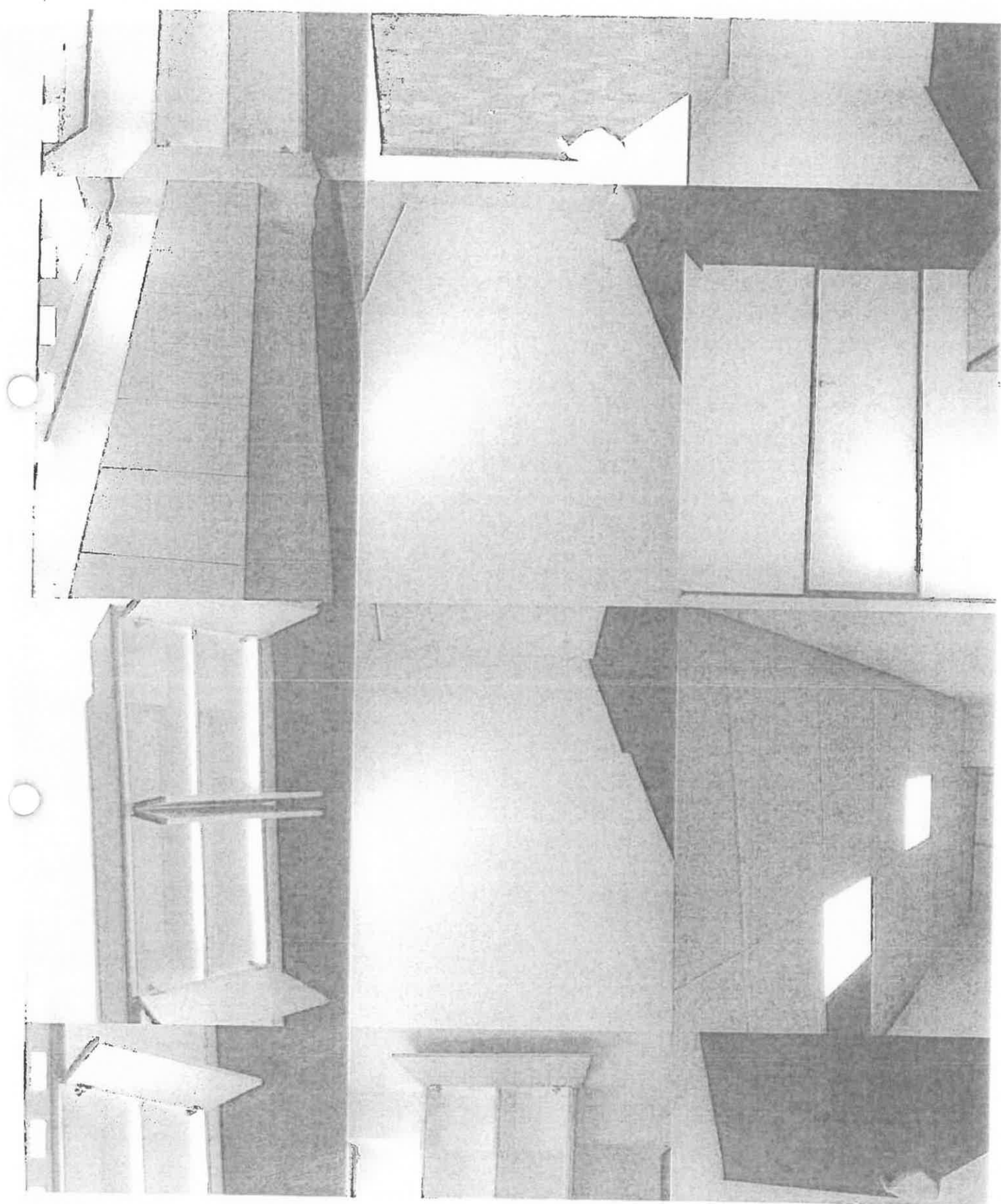




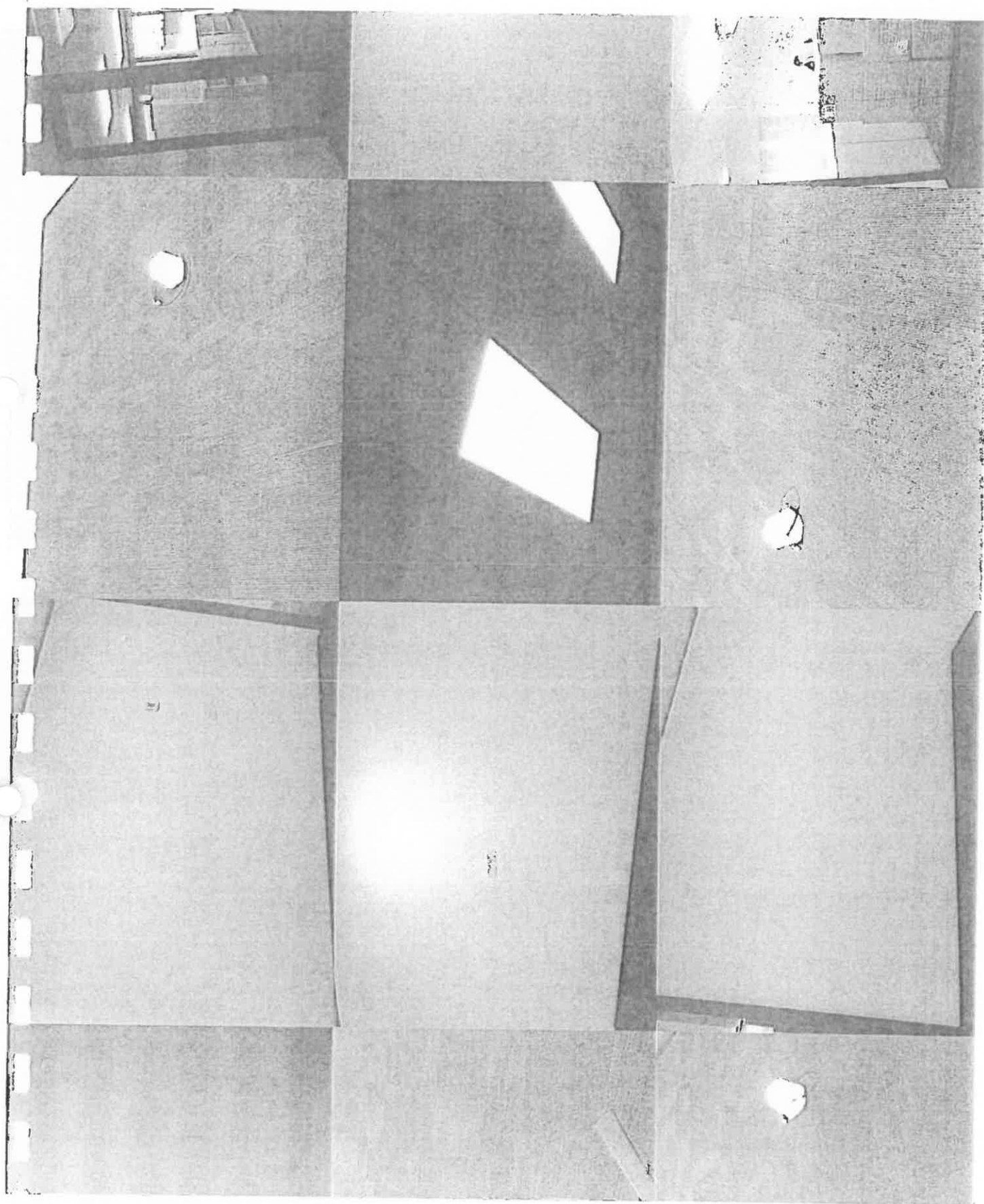


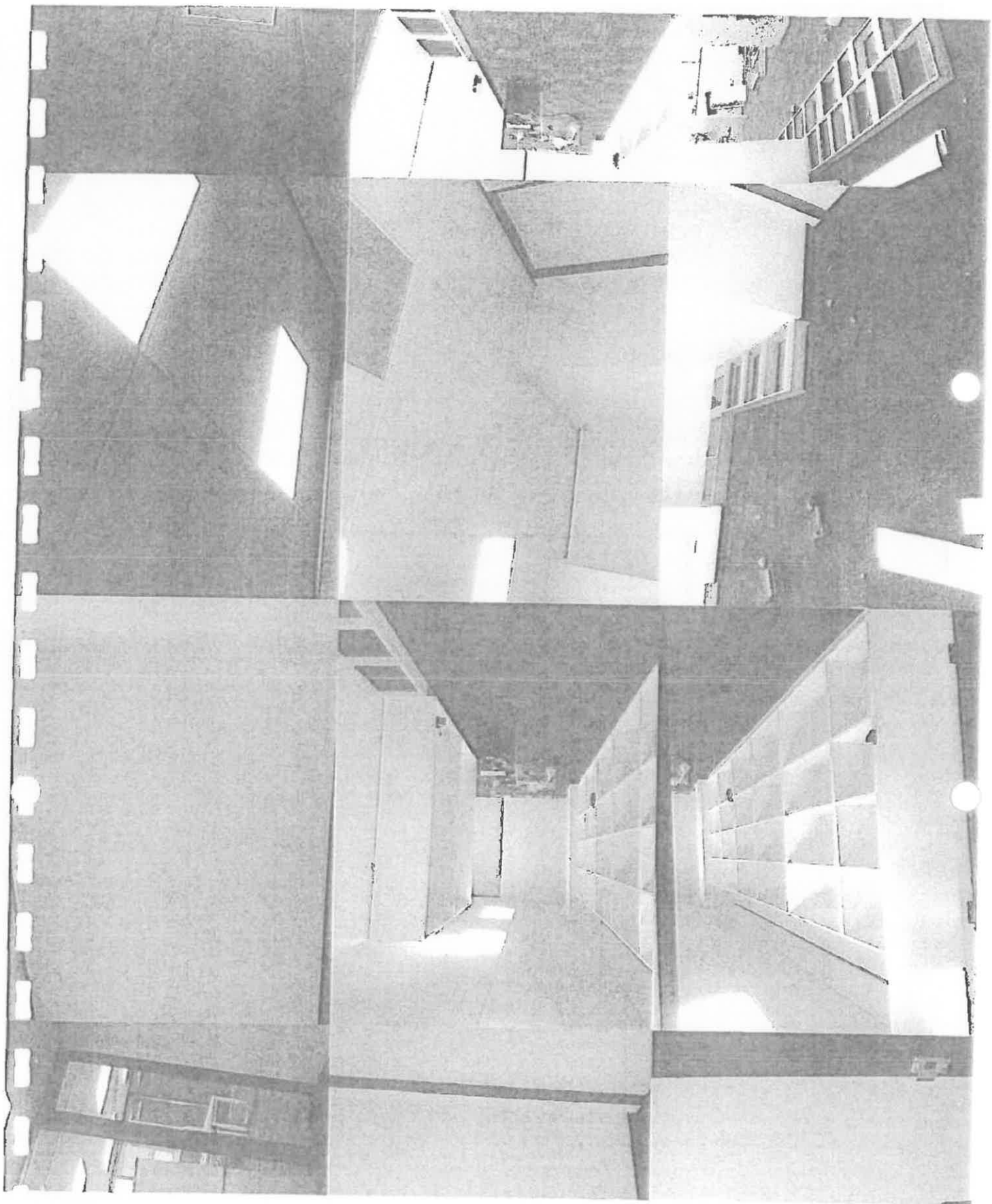


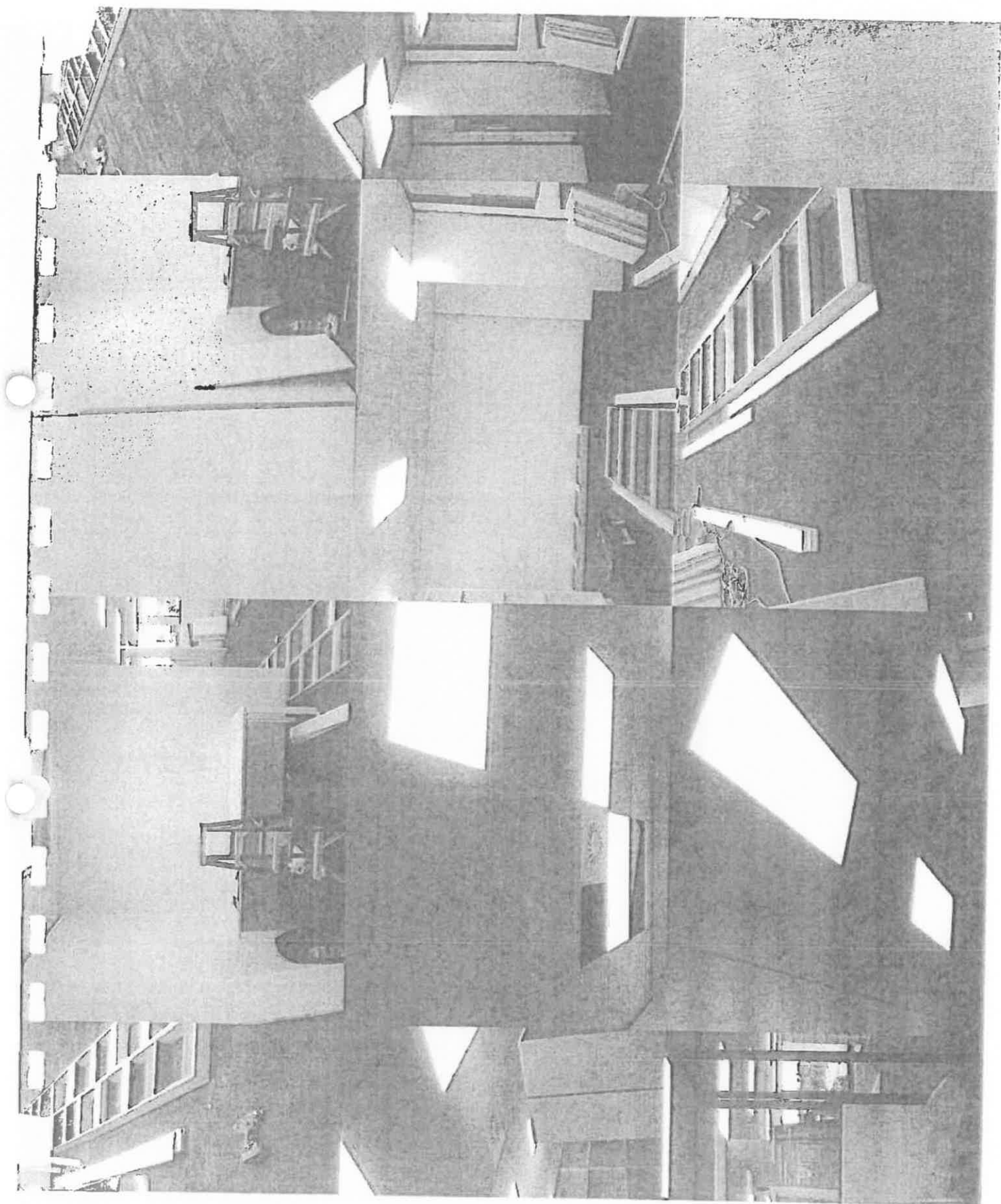


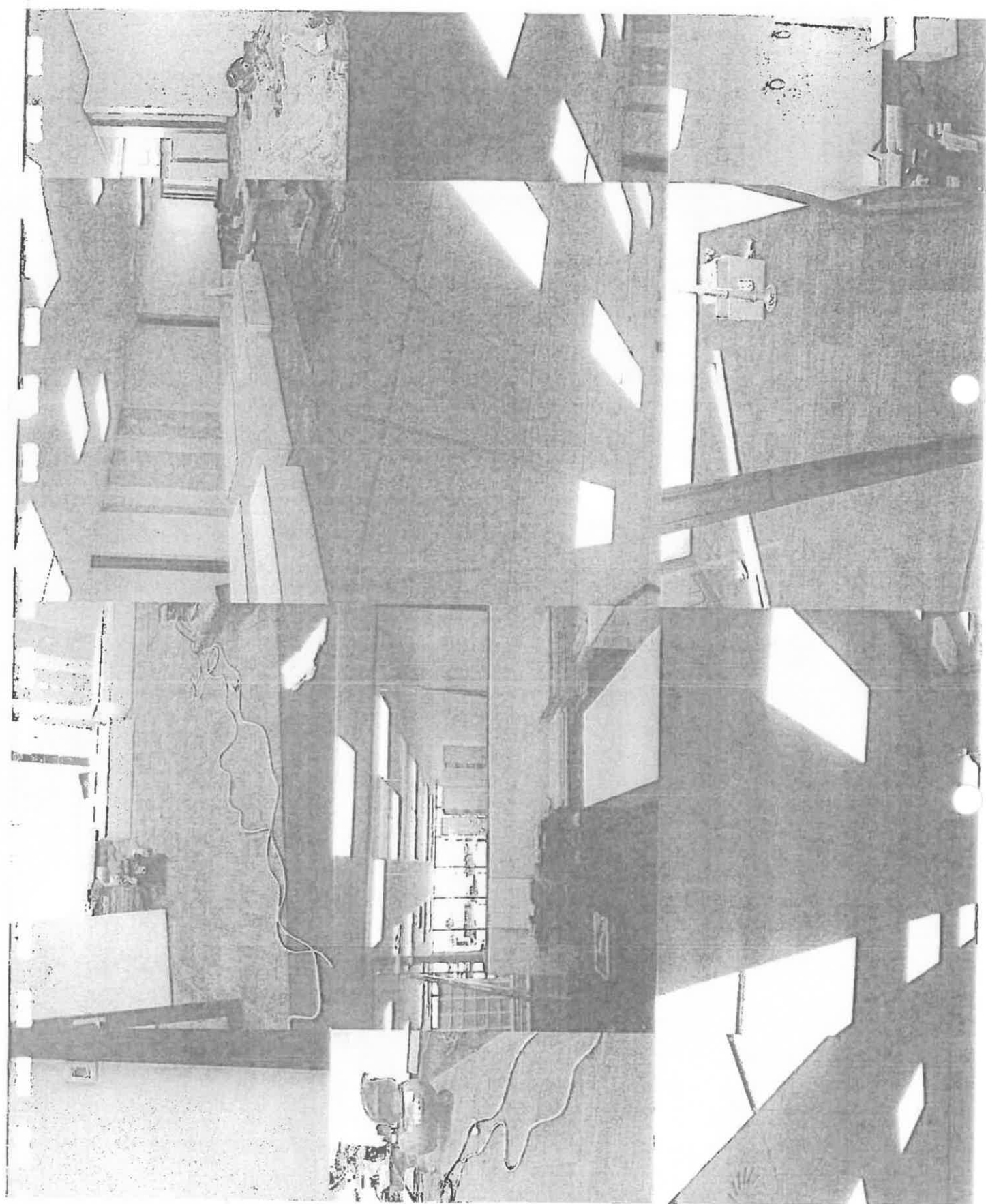


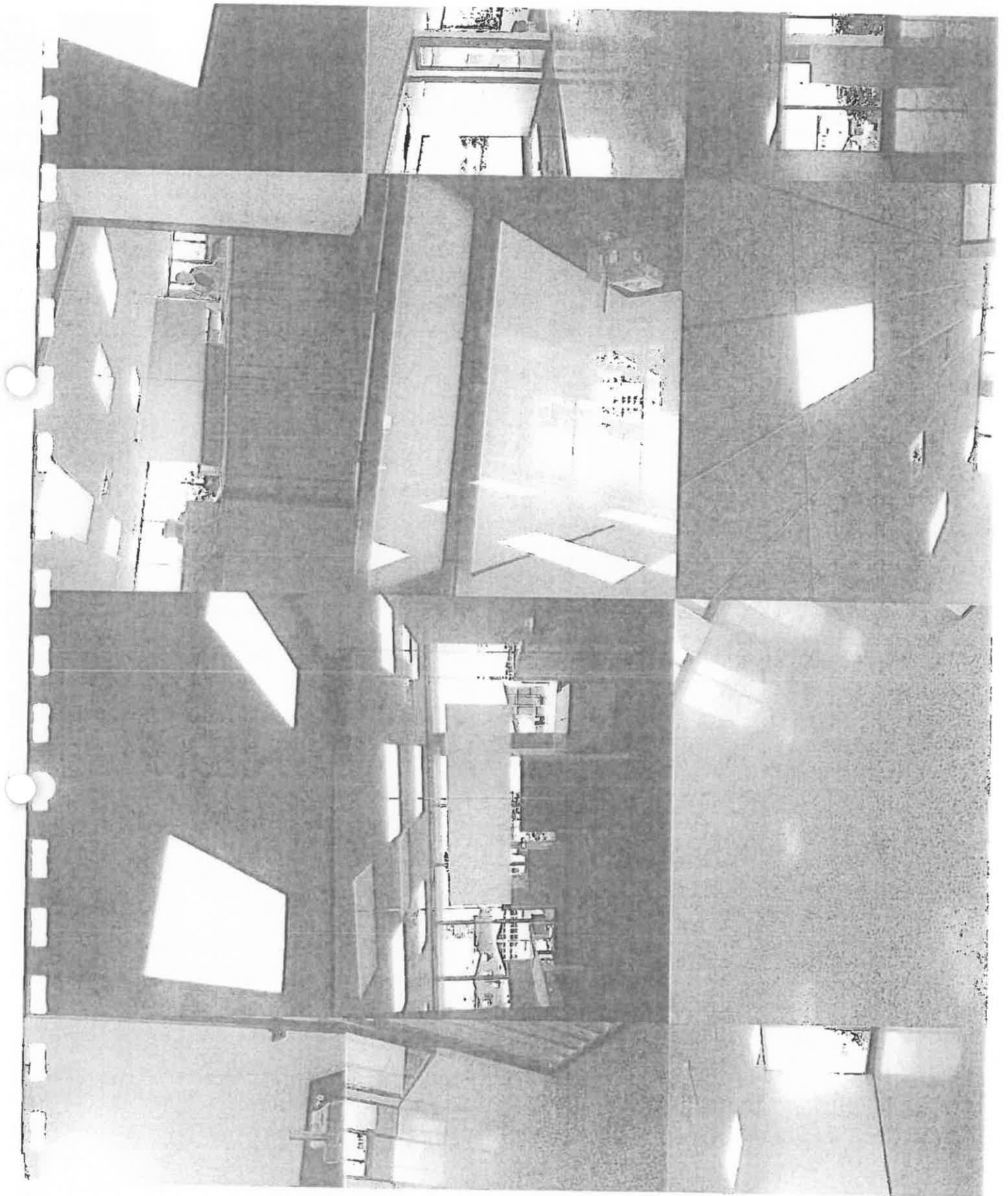


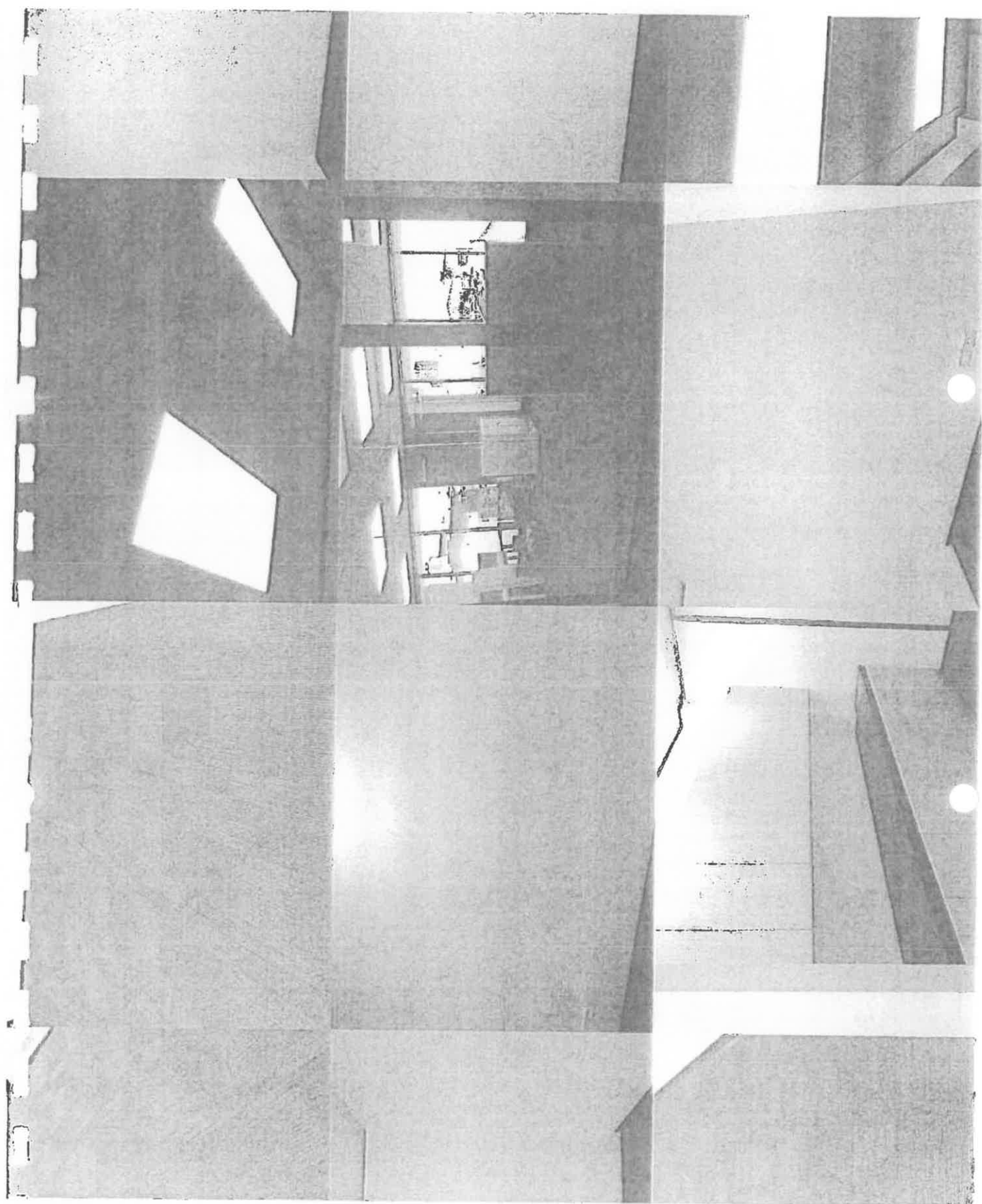


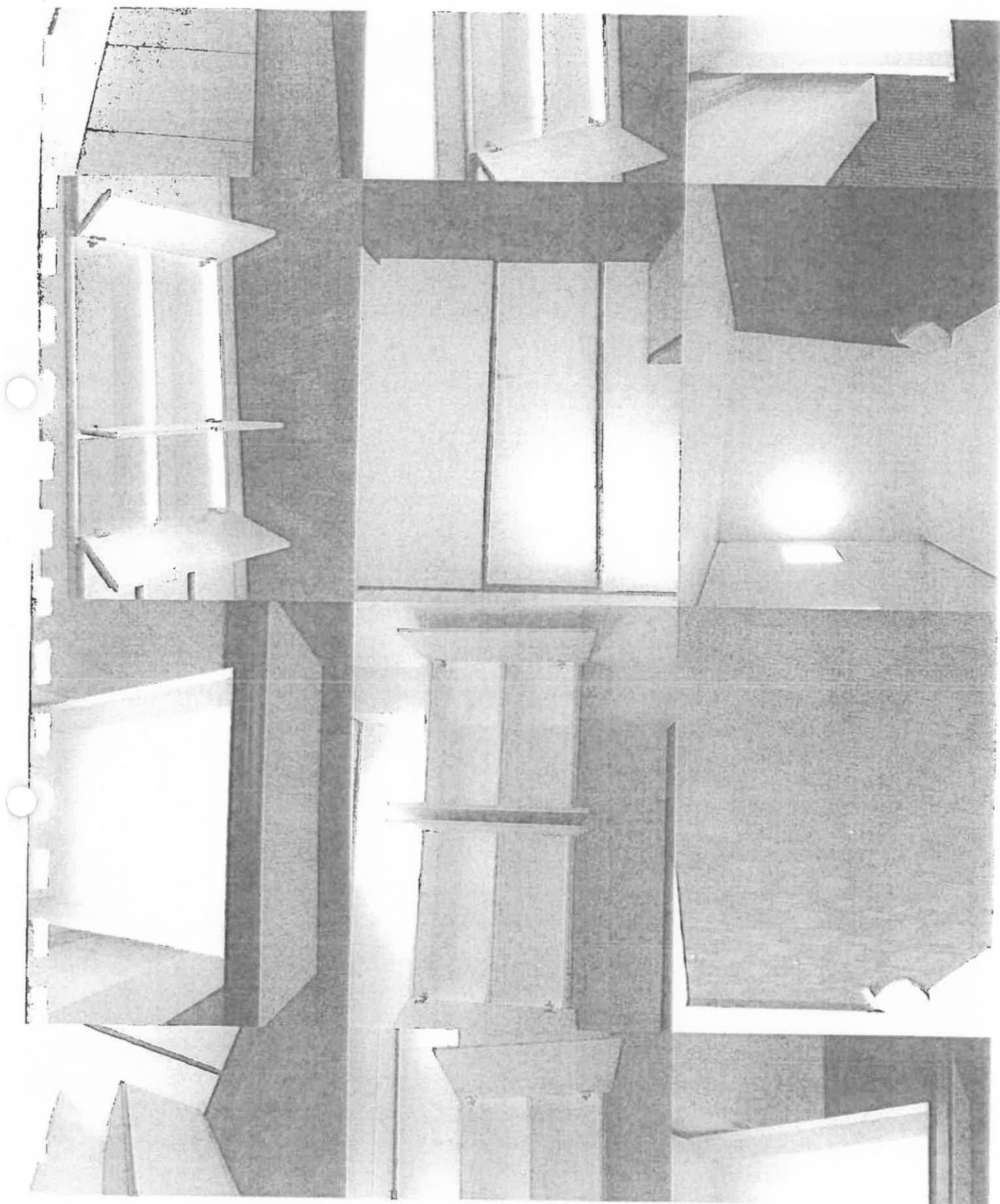


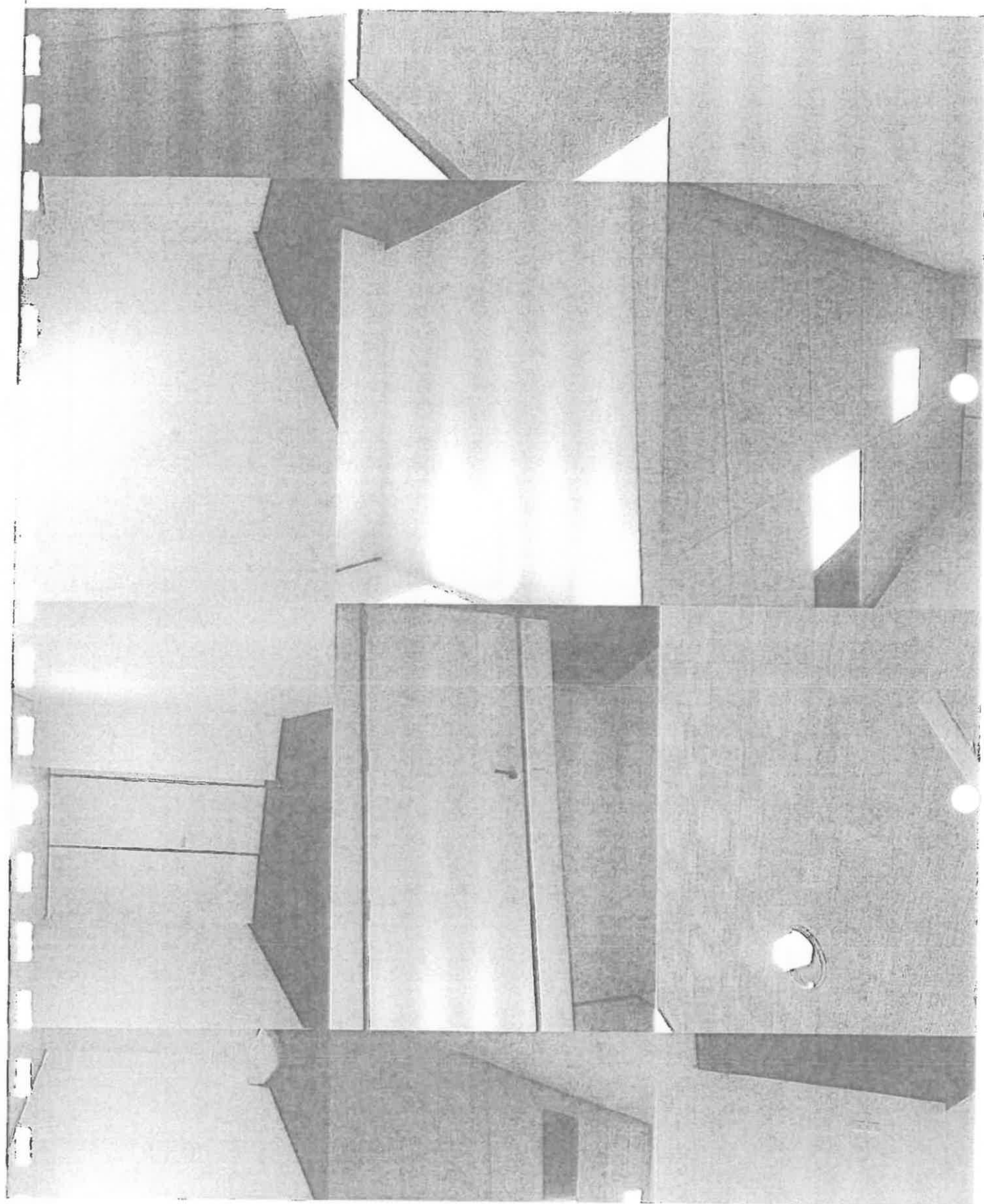


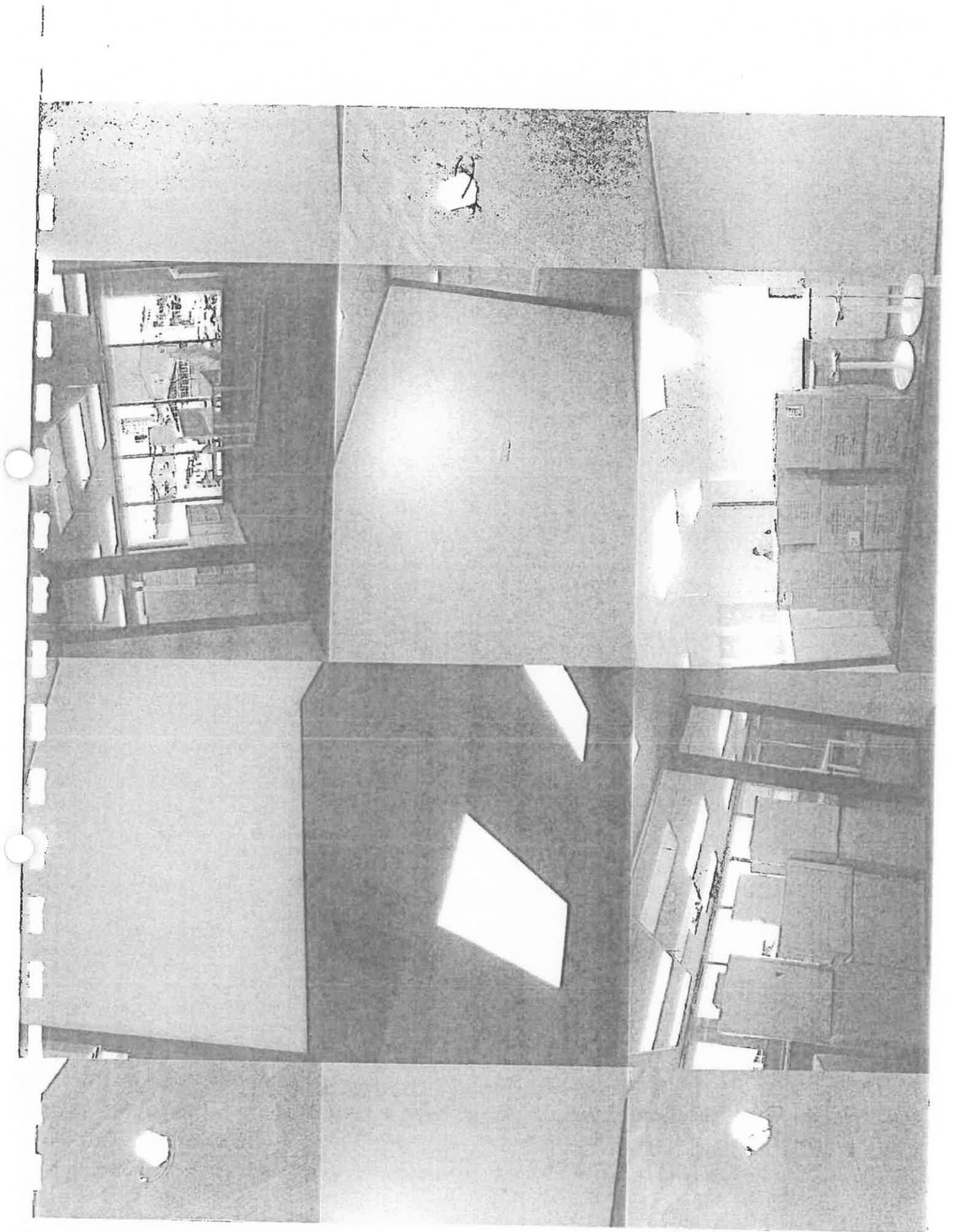


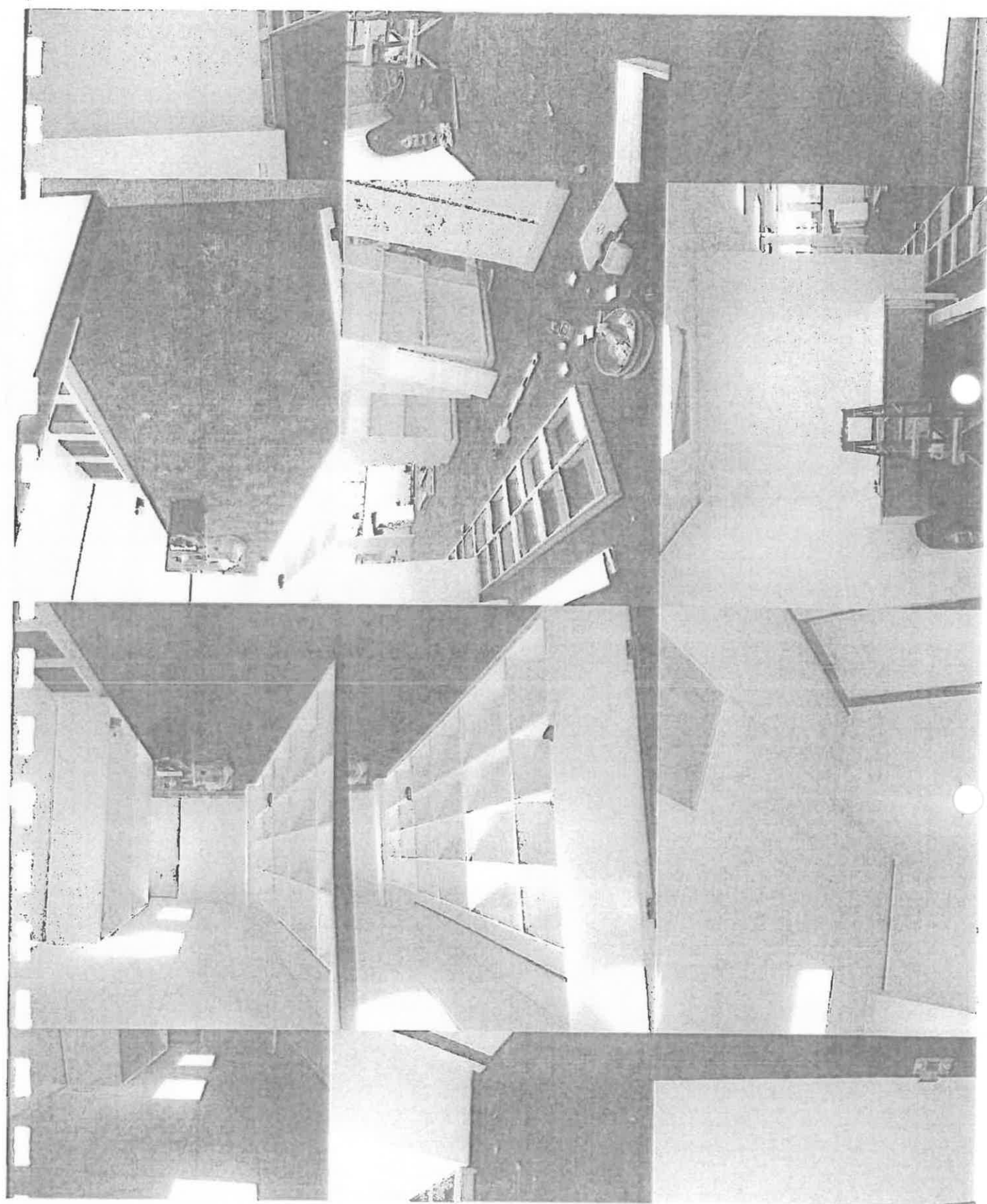


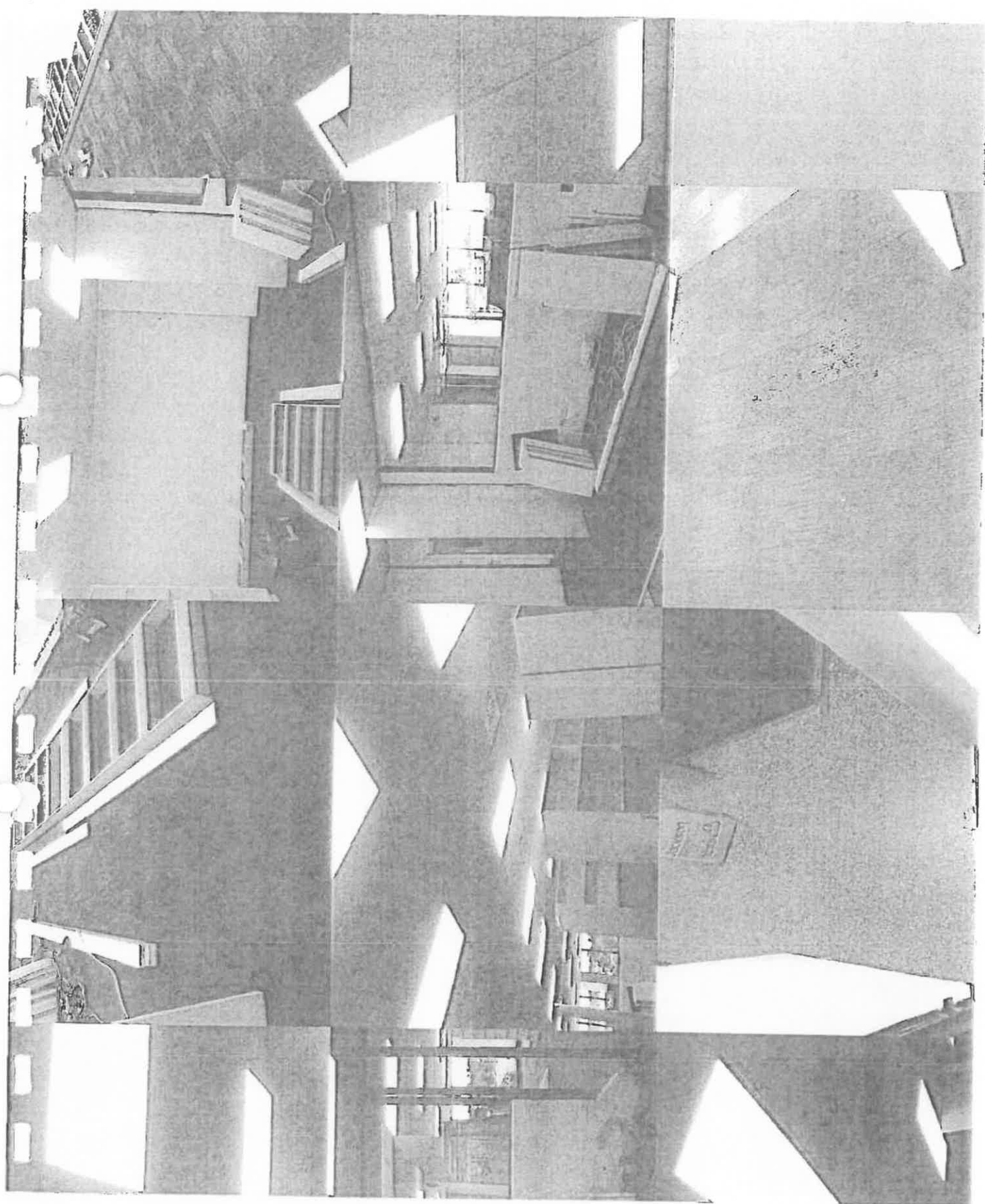




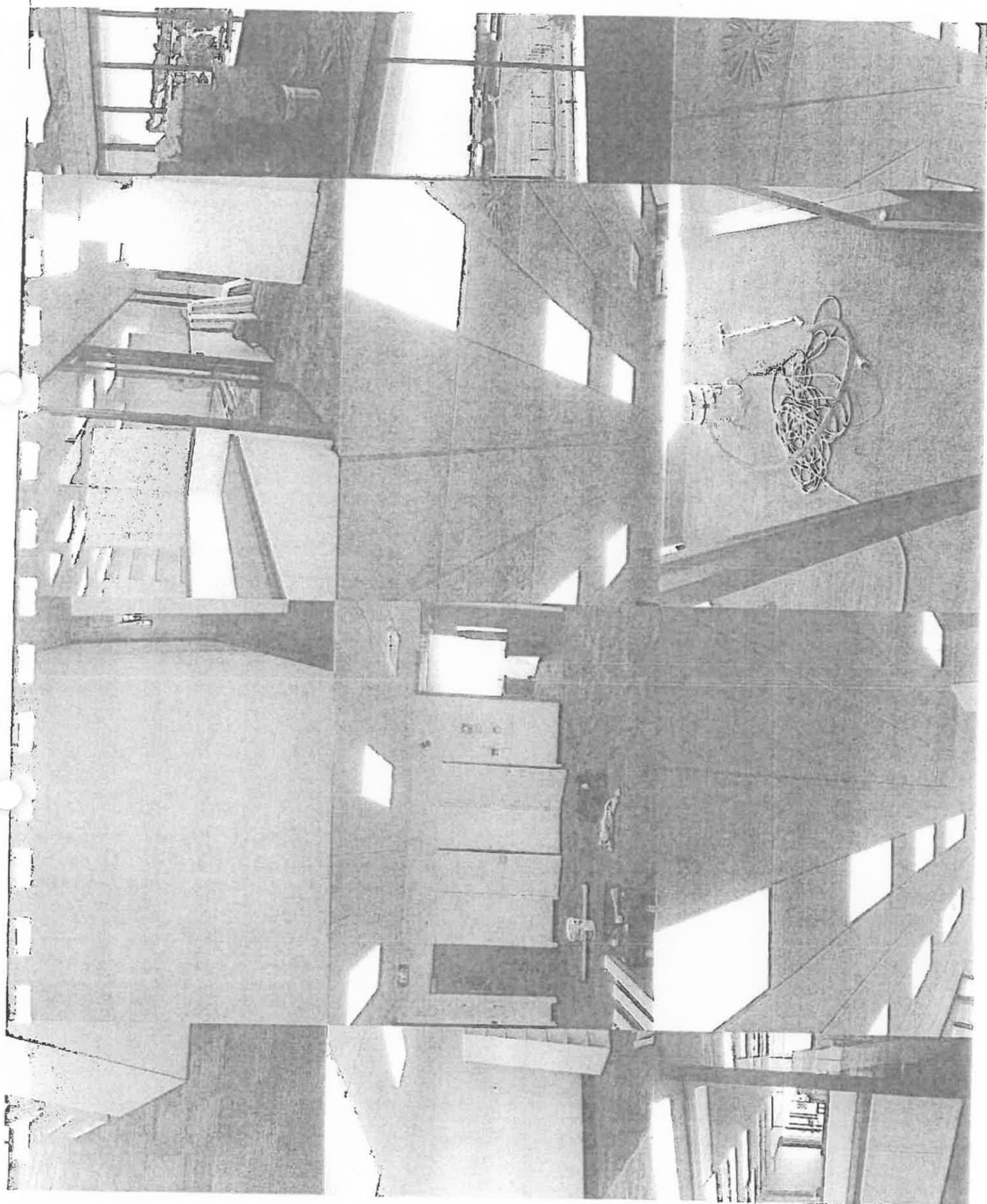


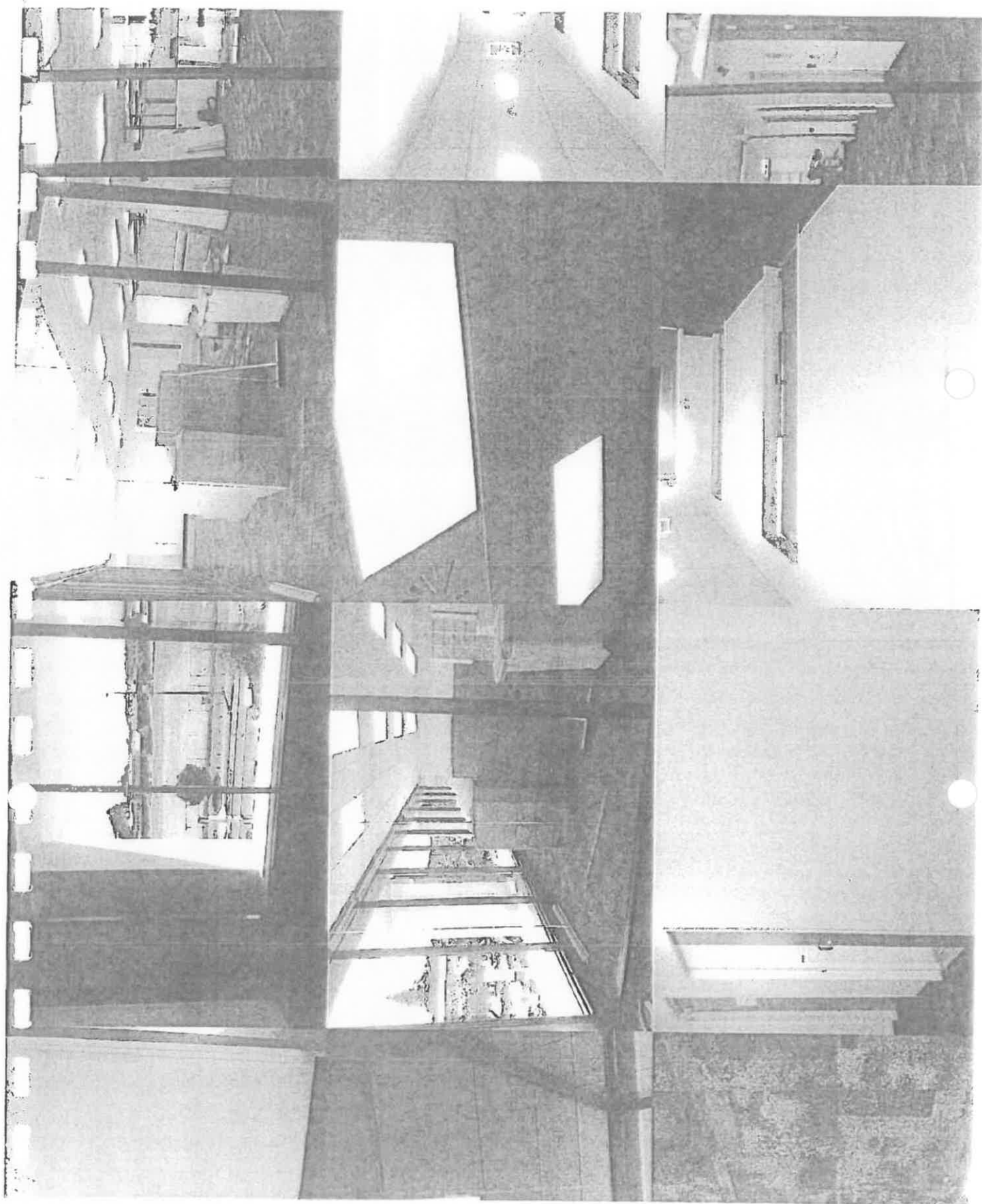


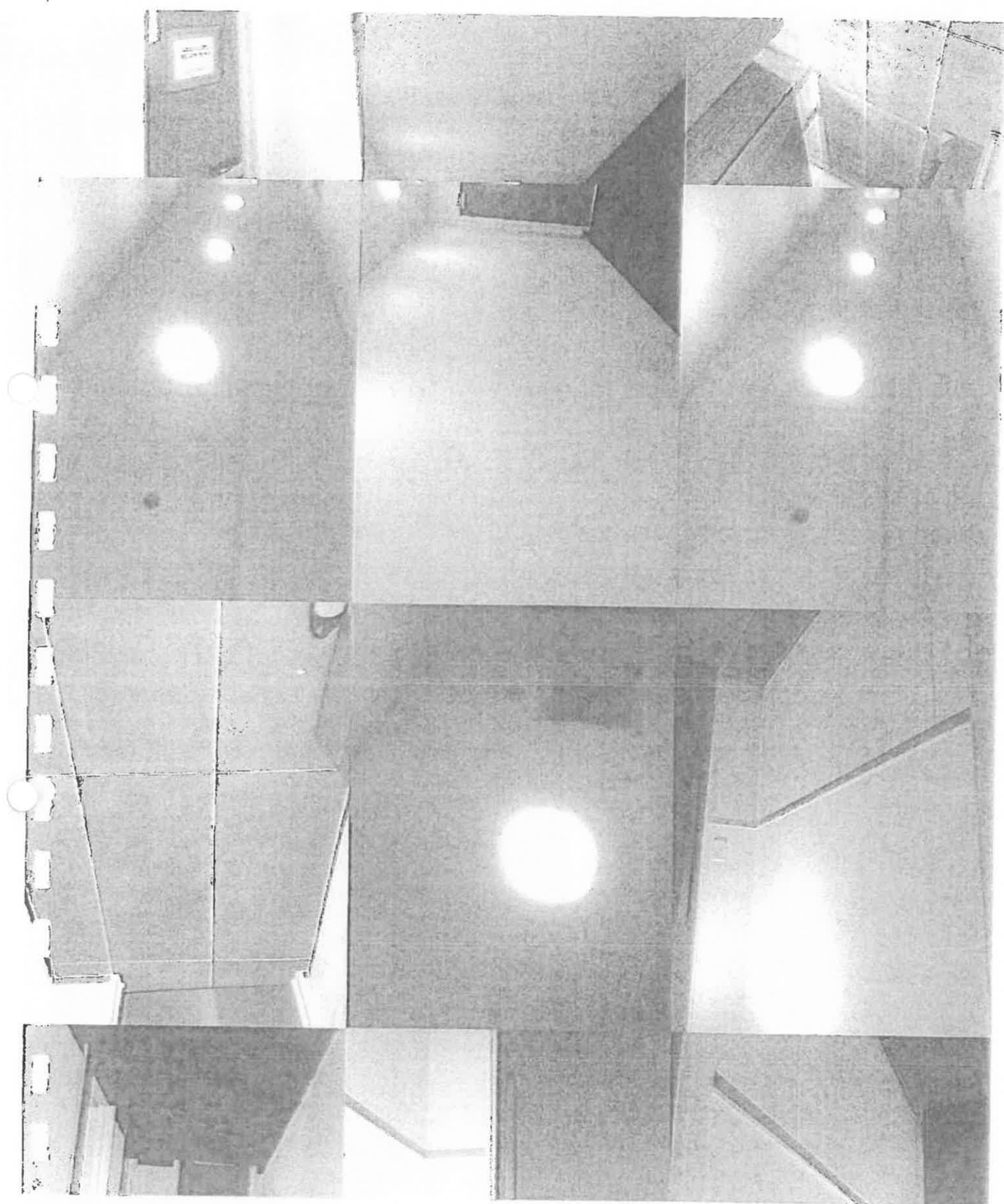






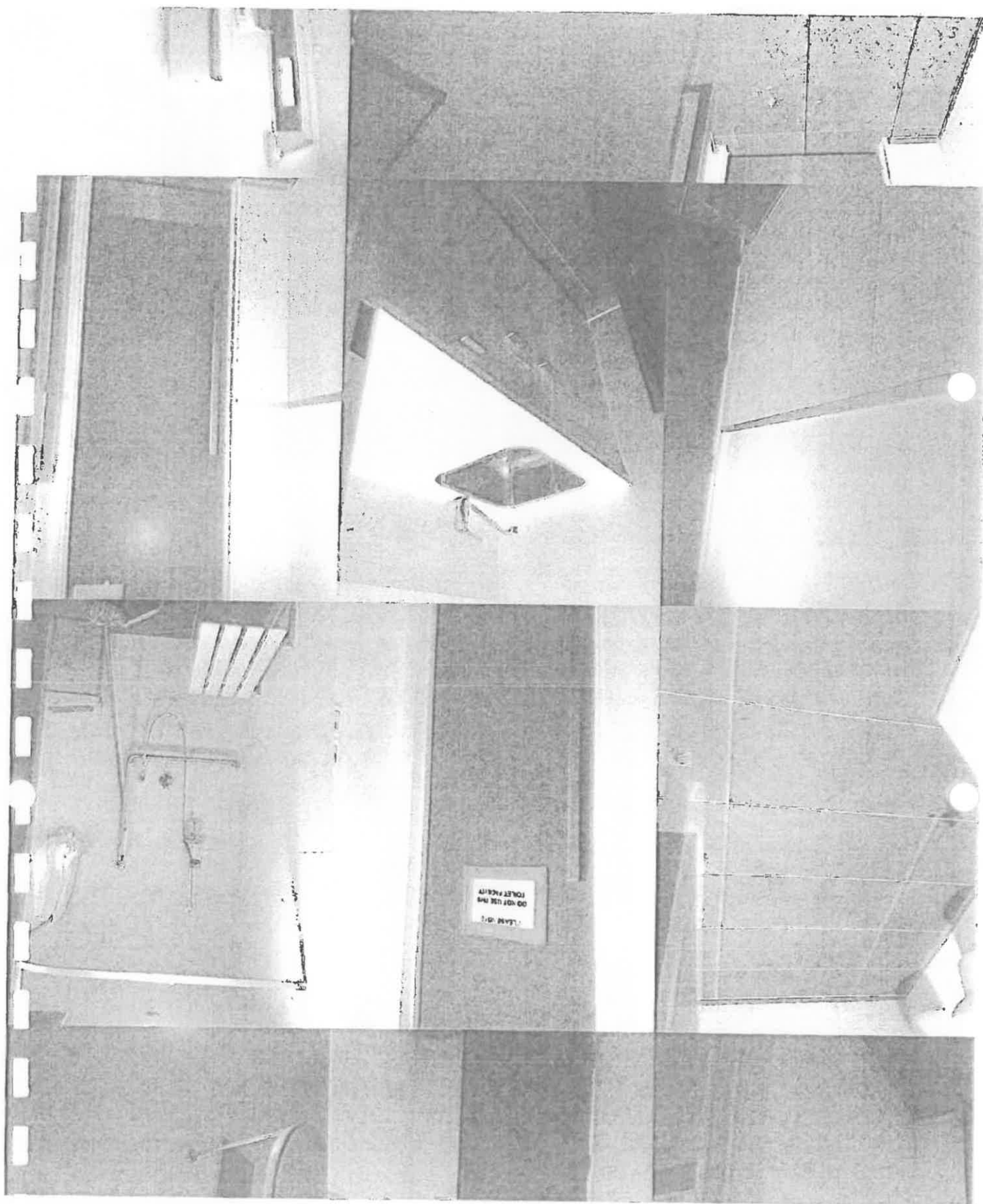




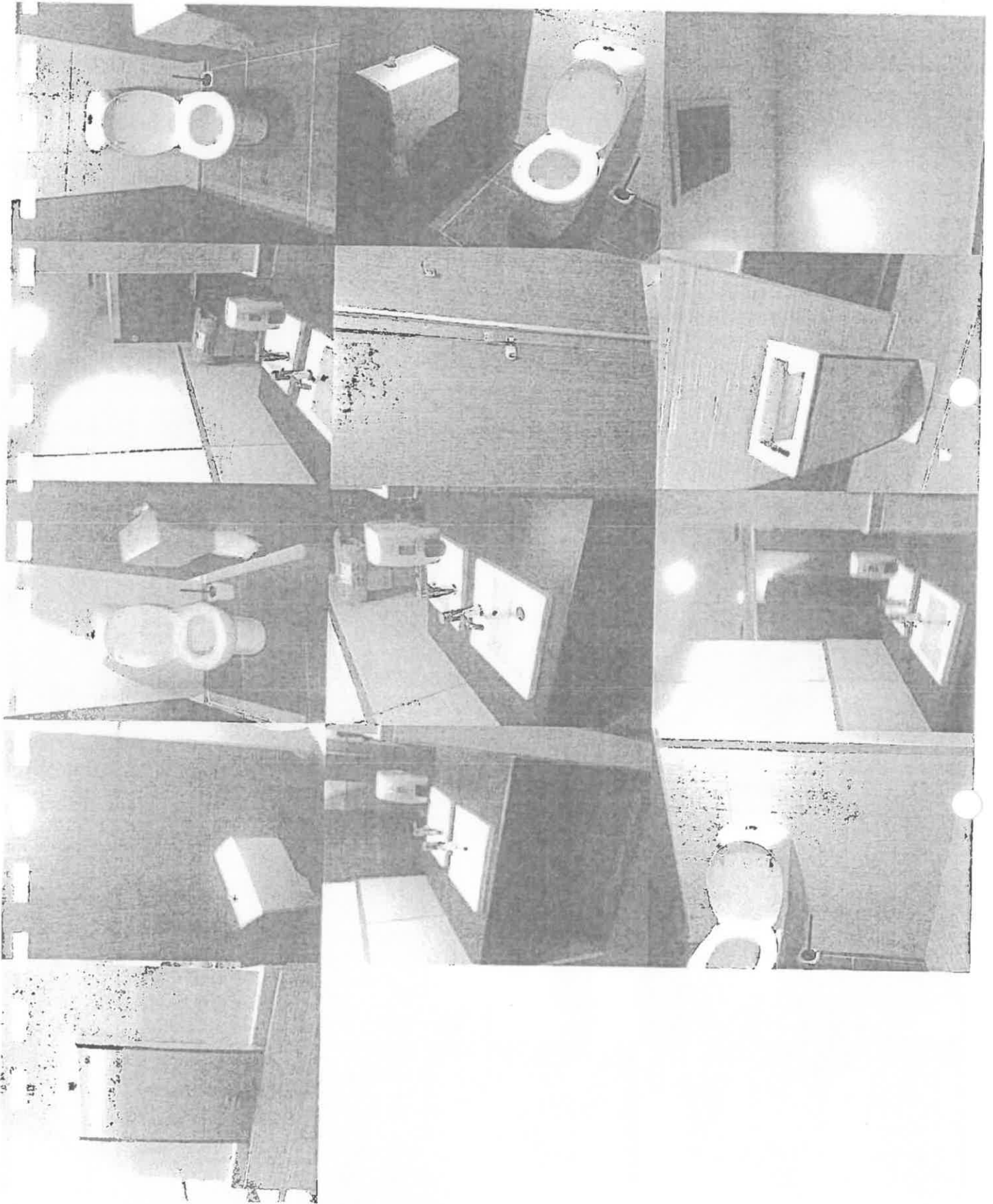








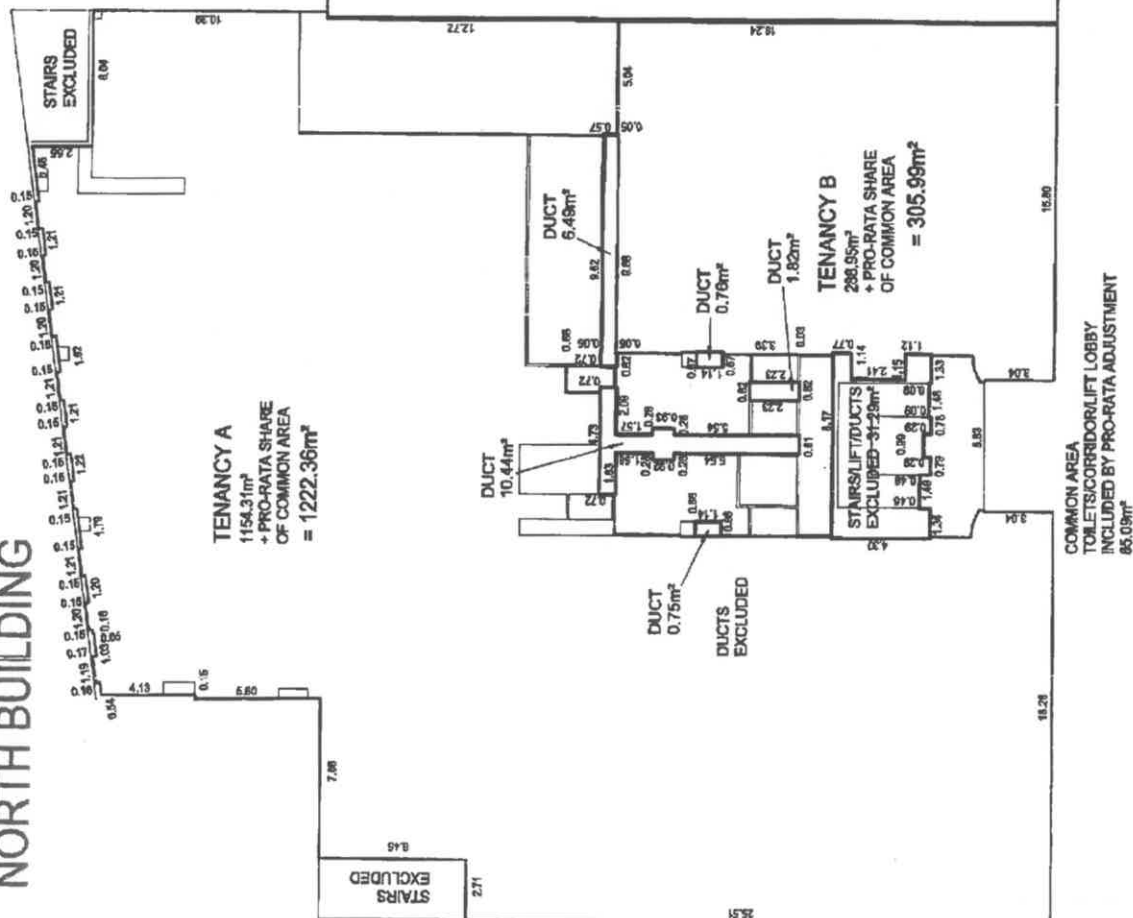




ANNEXURE A

Premises Plan and plan showing initial location of Storage Space (subject to clause 52.4)

SOUTH BUILDING



COMMON AREA
TOILETS/CORRIDOR/LIFT LOBBY
INCLUDED BY PRO-RATA ADJUSTMENT
85.09m²

<p>HAMPSON & ASSOCIATES LTD CONSULTING SURVEYORS PO BOX 392228 NORTH SHORE 0751 AUCKLAND, NEW ZEALAND PH (09) 414 0325 FX (09) 414 0329 EMAIL: surveyors@hampson.co.nz</p>		<p>Client:</p>		<p>Project: 4 FRED THOMAS DRIVE</p>		<p>Drawing Title: FLOOR AREA MEASURE LEVEL 2 THREE TENANCIES</p>		<p>Date: 08/02/2017</p>		<p>Product No.: 6010</p>	
								<p>Drawn: KH</p>		<p>Scale: 1:210</p>	
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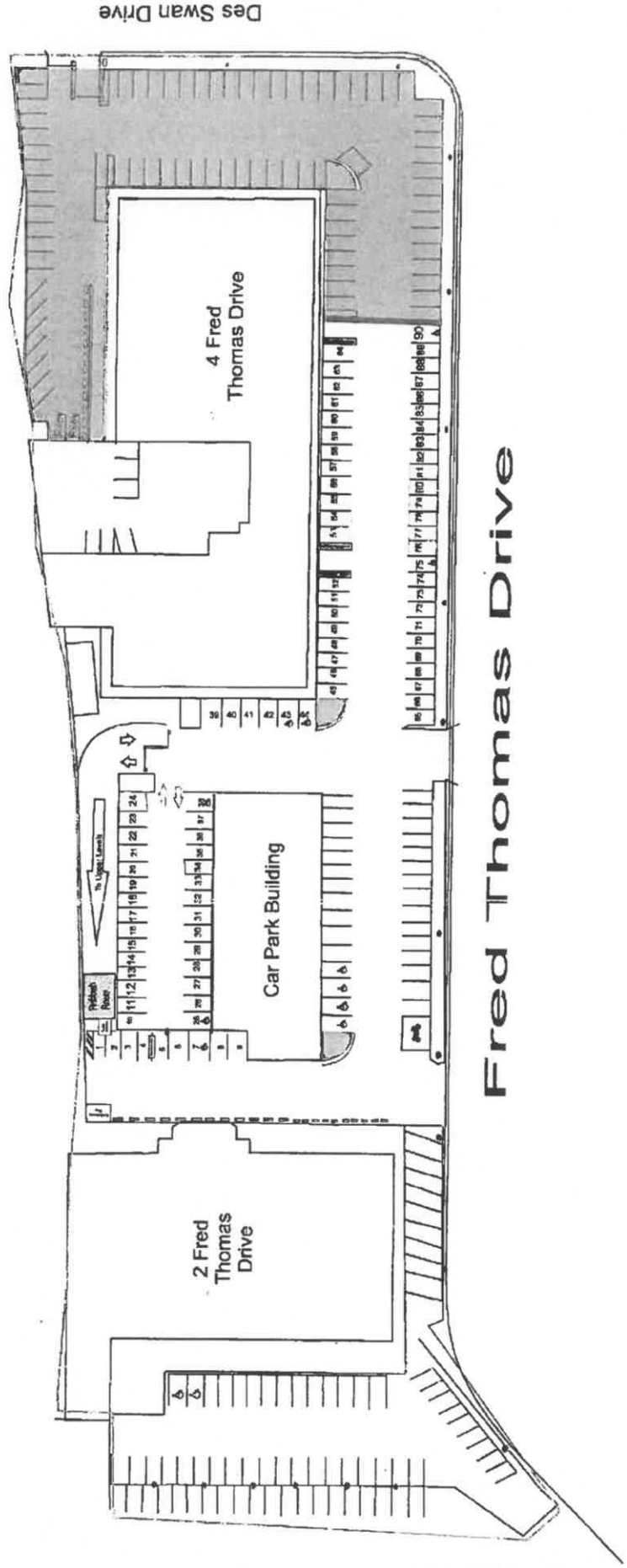
ANNEXURE B

**Plan showing initial location of the allocated and unallocated leased car parks
(subject to clauses 35.6, 35.7 and 53)**

2-4 Fred Thomas Drive

Updated: 10.10.2016

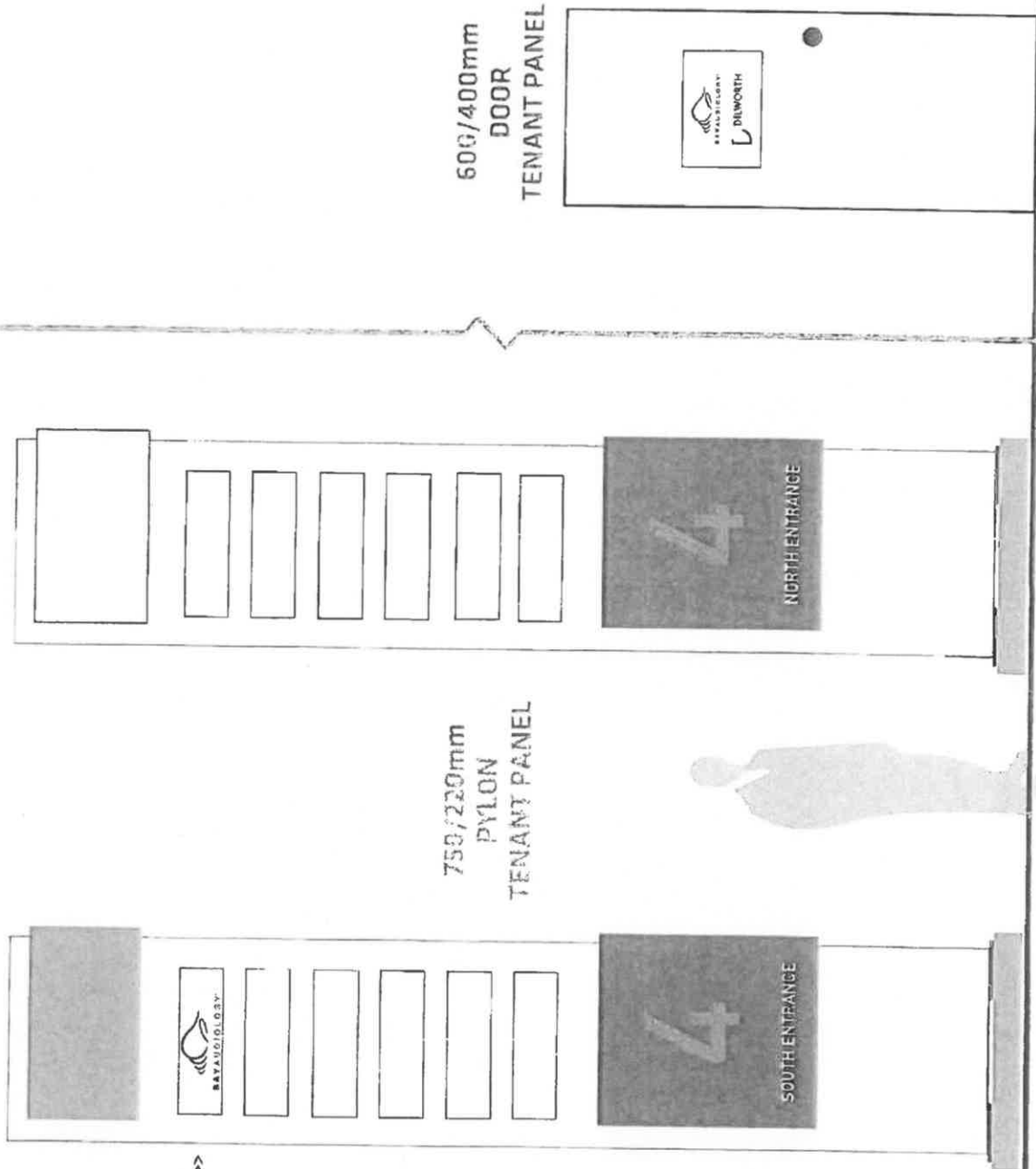
- 11x allocated car parks (initial locations as per the below)
- 32x un-allocated car parks in Car Park B



ANNEXURE C

**Pylon Sign
(see clause 19)**

Position of leased pylon signage >>



CLIENT
SMALES FARM MANAGEMENT

PROJECT LOCATION
4 FRED THOMAS DRIVE

DESCRIPTION
TENANT SIGNAGE

DATE
14/12/2016

01 - V01
REVISION - RW

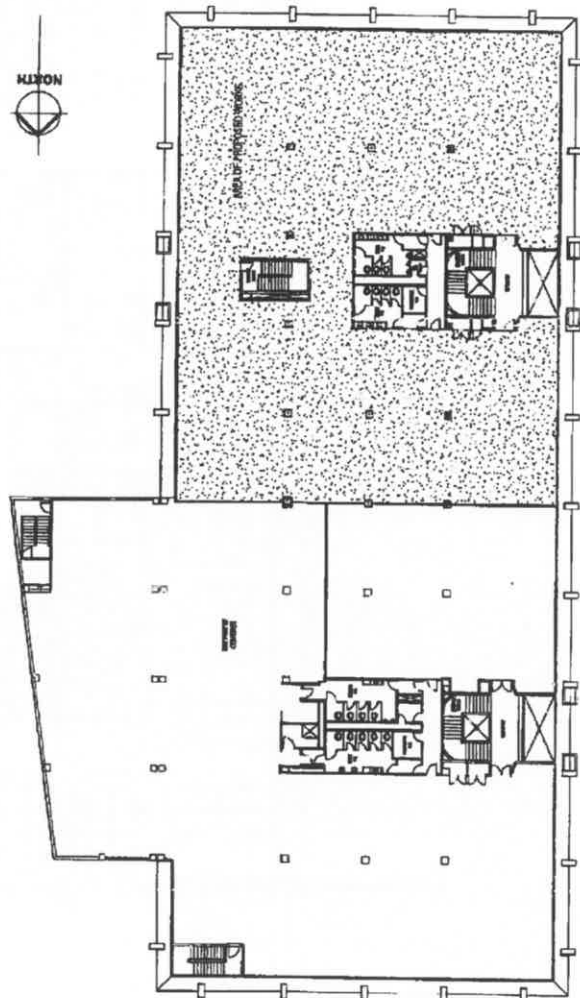
ANNEXURE D

**Plans showing Tenant's initial fit-out as at the commencement date of the initial term
(see clause 20.8(a))**



1 SITE LOCATION PLAN

Scale: Not To Scale



2 SITE & EXISTING PLAN

Scale: 1:200

Sheet Number	Sheet Name
1000	LEVEL 2, 2ND BUILDING
1001	LEVEL 2, 2ND BUILDING
1002	LEVEL 2, 2ND BUILDING
1003	LEVEL 2, 2ND BUILDING
1004	LEVEL 2, 2ND BUILDING
1005	LEVEL 2, 2ND BUILDING
1006	LEVEL 2, 2ND BUILDING
1007	LEVEL 2, 2ND BUILDING
1008	LEVEL 2, 2ND BUILDING
1009	LEVEL 2, 2ND BUILDING
1010	LEVEL 2, 2ND BUILDING
1011	LEVEL 2, 2ND BUILDING
1012	LEVEL 2, 2ND BUILDING
1013	LEVEL 2, 2ND BUILDING
1014	LEVEL 2, 2ND BUILDING
1015	LEVEL 2, 2ND BUILDING
1016	LEVEL 2, 2ND BUILDING
1017	LEVEL 2, 2ND BUILDING
1018	LEVEL 2, 2ND BUILDING
1019	LEVEL 2, 2ND BUILDING
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1021	LEVEL 2, 2ND BUILDING
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1074	LEVEL 2, 2ND BUILDING
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1095	LEVEL 2, 2ND BUILDING
1096	LEVEL 2, 2ND BUILDING
1097	LEVEL 2, 2ND BUILDING
1098	LEVEL 2, 2ND BUILDING
1099	LEVEL 2, 2ND BUILDING
1100	LEVEL 2, 2ND BUILDING

GENERAL NOTES

1. THE PROPOSED WORKS ARE TO BE COMPLETED WITHIN THE TIME FRAME OF 12 MONTHS.
2. THE PROPOSED WORKS ARE TO BE COMPLETED WITHIN THE TIME FRAME OF 12 MONTHS.
3. THE PROPOSED WORKS ARE TO BE COMPLETED WITHIN THE TIME FRAME OF 12 MONTHS.
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10. THE PROPOSED WORKS ARE TO BE COMPLETED WITHIN THE TIME FRAME OF 12 MONTHS.
11. THE PROPOSED WORKS ARE TO BE COMPLETED WITHIN THE TIME FRAME OF 12 MONTHS.

LEGAL DESCRIPTION:
LOT 2 DEPOSITED PLAN 150159

ACCESSIBLE FEATURES:

EXISTING ACCESSIBLE CHAIRLIFTS ARE LOCATED ON GROUND FLOOR OUTSIDE MAIN ENTRANCE.

FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	25/03/2019	ISSUED FOR BUILDING	DE
2	14/04/2019	ISSUED FOR BUILDING	DE
3	14/04/2019	ISSUED FOR BUILDING	DE
4	14/04/2019	ISSUED FOR BUILDING	DE

STACK

107 Kings Road, Auckland 1010
Phone: 09 308 1100
Fax: 09 308 1101
Email: info@stack.co.nz
Website: www.stack.co.nz

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PROPOSED
AMPLIFON

LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

SITE LOCATION

SCALE	SHEET	DATE	DESIGN	REVISION
1:200	16128	16/12/18	16128	A1

www.amplifon.co.nz

Year	Age	Sex	Location	Notes
1970	10	M	1000 ft	1000 ft
1971	11	F	1000 ft	1000 ft
1972	12	M	1000 ft	1000 ft
1973	13	F	1000 ft	1000 ft
1974	14	M	1000 ft	1000 ft
1975	15	F	1000 ft	1000 ft
1976	16	M	1000 ft	1000 ft
1977	17	F	1000 ft	1000 ft
1978	18	M	1000 ft	1000 ft
1979	19	F	1000 ft	1000 ft
1980	20	M	1000 ft	1000 ft
1981	21	F	1000 ft	1000 ft
1982	22	M	1000 ft	1000 ft
1983	23	F	1000 ft	1000 ft
1984	24	M	1000 ft	1000 ft
1985	25	F	1000 ft	1000 ft
1986	26	M	1000 ft	1000 ft
1987	27	F	1000 ft	1000 ft
1988	28	M	1000 ft	1000 ft
1989	29	F	1000 ft	1000 ft
1990	30	M	1000 ft	1000 ft
1991	31	F	1000 ft	1000 ft
1992	32	M	1000 ft	1000 ft
1993	33	F	1000 ft	1000 ft
1994	34	M	1000 ft	1000 ft
1995	35	F	1000 ft	1000 ft
1996	36	M	1000 ft	1000 ft
1997	37	F	1000 ft	1000 ft
1998	38	M	1000 ft	1000 ft
1999	39	F	1000 ft	1000 ft
2000	40	M	1000 ft	1000 ft
2001	41	F	1000 ft	1000 ft
2002	42	M	1000 ft	1000 ft
2003	43	F	1000 ft	1000 ft
2004	44	M	1000 ft	1000 ft
2005	45	F	1000 ft	1000 ft
2006	46	M	1000 ft	1000 ft
2007	47	F	1000 ft	1000 ft
2008	48	M	1000 ft	1000 ft
2009	49	F	1000 ft	1000 ft
2010	50	M	1000 ft	1000 ft
2011	51	F	1000 ft	1000 ft
2012	52	M	1000 ft	1000 ft
2013	53	F	1000 ft	1000 ft
2014	54	M	1000 ft	1000 ft
2015	55	F	1000 ft	1000 ft
2016	56	M	1000 ft	1000 ft
2017	57	F	1000 ft	1000 ft
2018	58	M	1000 ft	1000 ft
2019	59	F	1000 ft	1000 ft
2020	60	M	1000 ft	1000 ft

GENERAL LEGEND	
	NON-FLYING - NOT IN JUNE
	FLYING ONLY IF NOT IN JULY OR
	AUG MONTHS

[illegible]

Invoice No.	Description	Invoice Date
5001	Reception Desk Furniture 3x3m	11/01
5002	Reception Desk Furniture 3x3m	11/02
5003	Kitchen Island Bench	11/03
5004	Kitchen Island Bench	11/04
5005	PRN Meeting Chairs	11/05
5006	Reception Desk Chairs	11/06
5007	Training Room Equipment	11/07
5008	Utility Van with Deckhand (Cashless)	11/08
5009	Finance Storage	11/09
5010	IT Ward Storage	11/10
5011	English Storage Bench	11/11
5012	English Cabinet	11/12
5013	English Dining Bench	11/13
5014	English Front Table	11/14
5015	English Backbench Storage (Cashless)	11/15
5016	Front Table Storage (Cashless)	11/16



BUSINESS INTERESTS
 27 Normal Street, Portland, Ore 97208 C-64 9 800 8145
 1000 Franklin Street, Westport, N.Y. 10681 C-64 9 800 8145

CONTRIBUTORS to all business, organizations and other departments and
 divisions are invited to submit their comments for publication.
 Comments should be submitted to the Editor, 1000 Franklin Street, Westport, N.Y. 10681. Comments should be submitted to the Editor, 1000 Franklin Street, Westport, N.Y. 10681.

EDITORIAL comments that are not of general interest to the public
 will not be published. Comments that are not of general interest to the public
 will not be published.

EDITORIAL comments that are not of general interest to the public
 will not be published.

condition

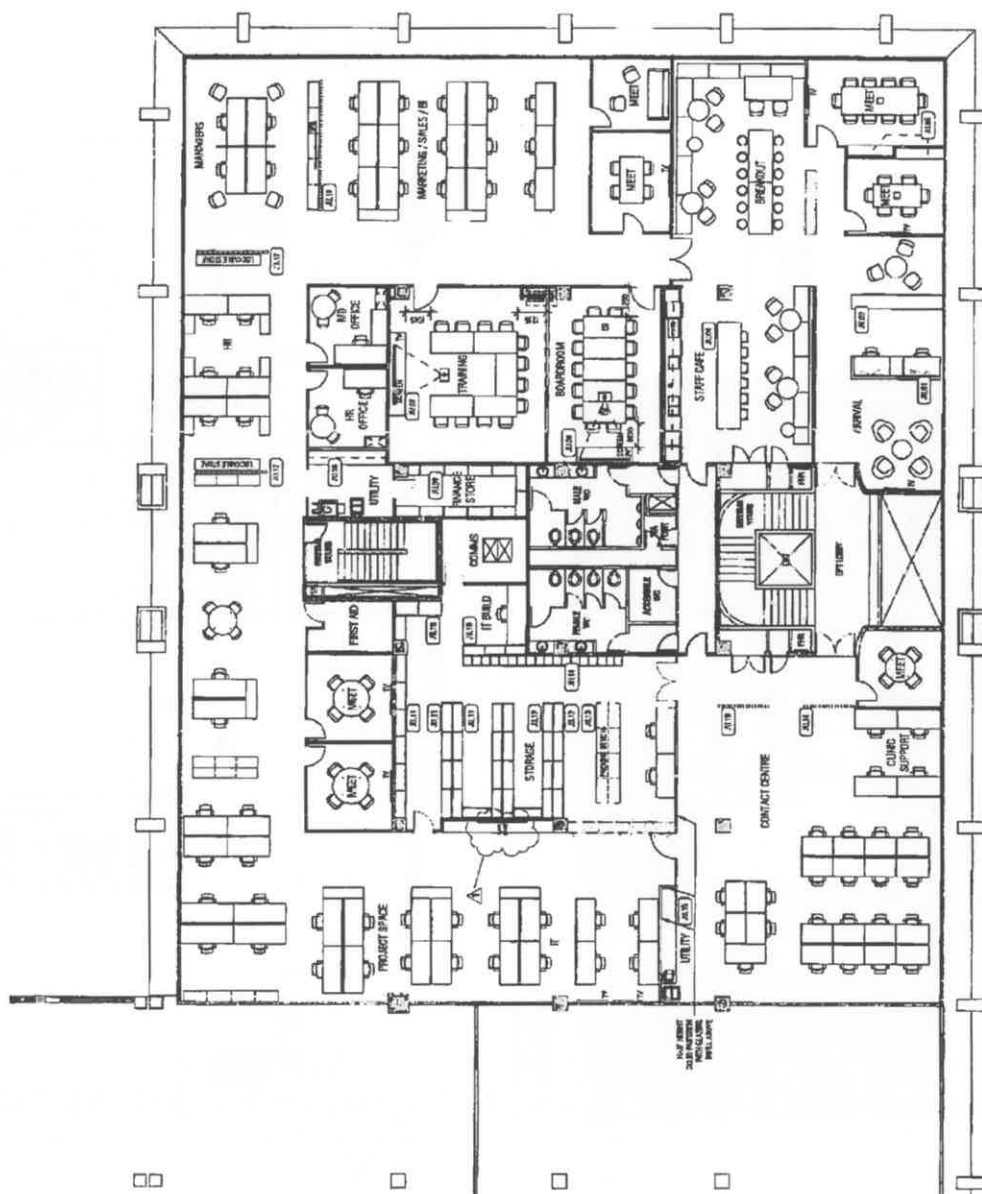
Project

AMPLIFON
LEVEL 2 AGN BUILDING
4 FRED THOMAS DRIVE
ALBUQUERQUE, NM 87102

Journal of Management Education

PROPOSED PLAN

DATE	21 04 2000	DATE	21 04 2000
TIME	11:10	TIME	11:10
LOCATION	16128	LOCATION	16128
STATUS	OK	STATUS	OK
REMARKS		REMARKS	



1 PROPOSED LAYOUT PLAN
S=2e 1:100

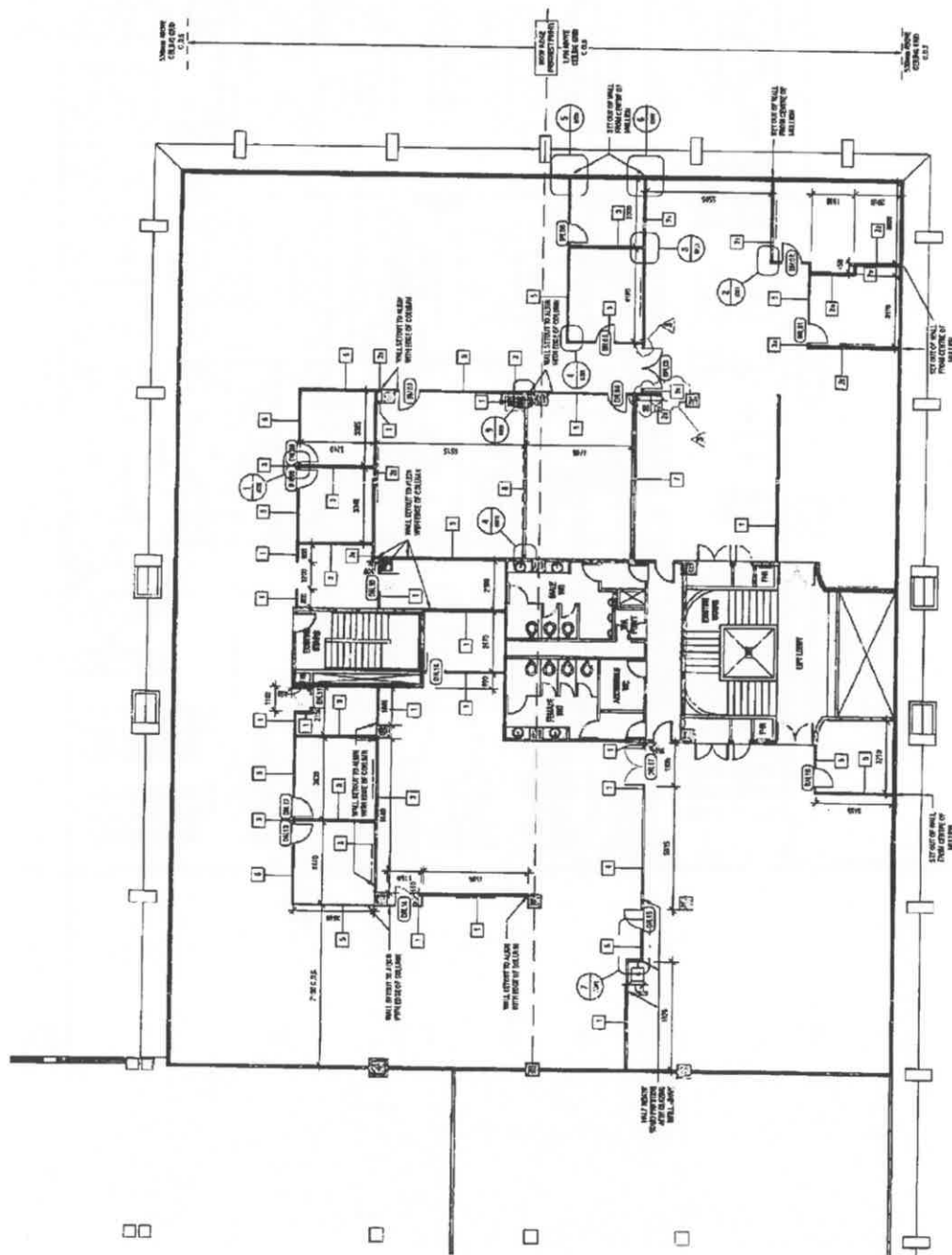
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A1
2100
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Scale 1 : 100



STACK

17 Columbia Blvd, Apt 100, New York, NY 10023
Tel: 212 693 1000 Fax: 212 693 1001

CONSTRUCTION - Planned construction activities are shown on shaded boundaries that are 100 to 1,000 ft in length and 100 ft in width.

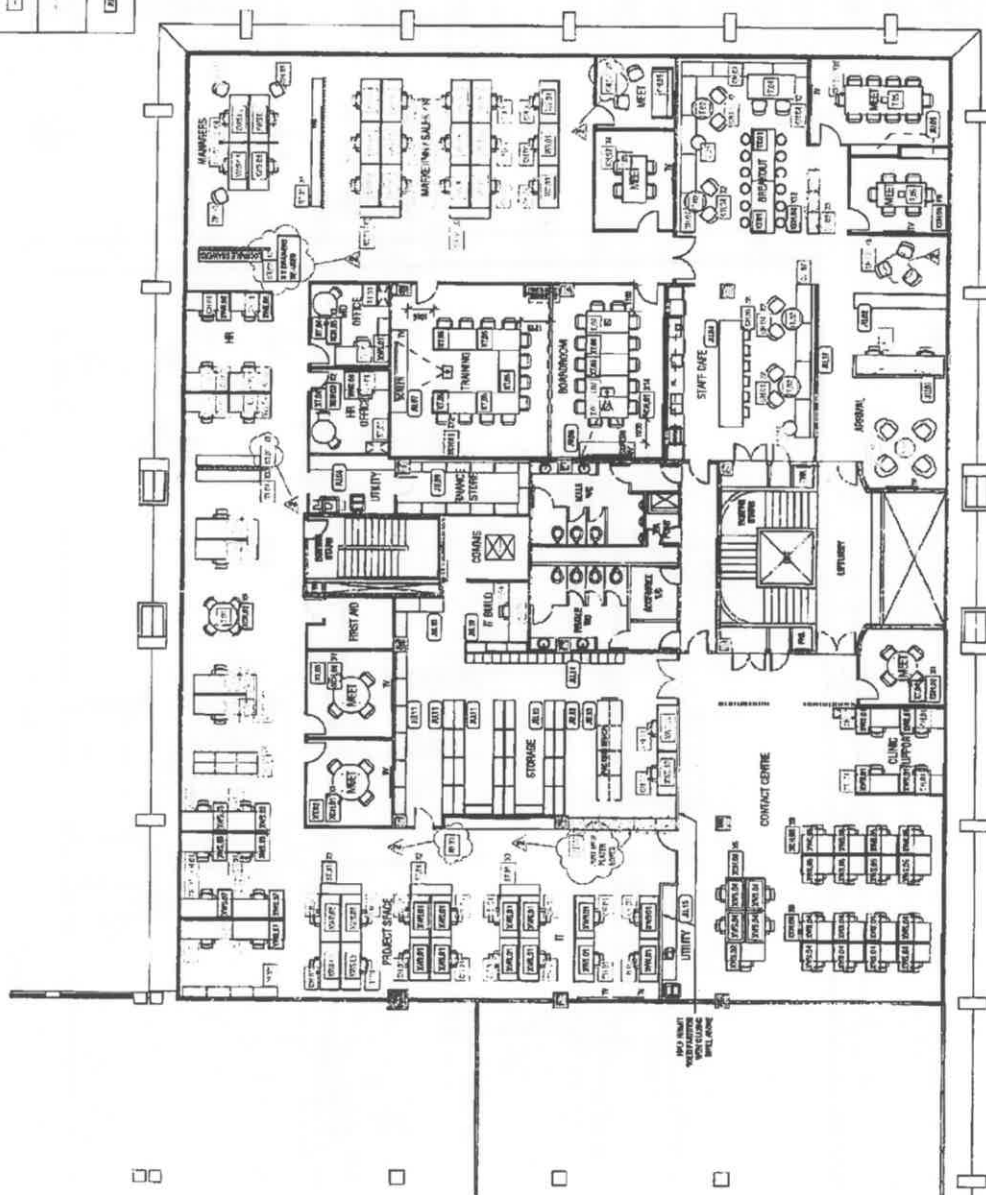
amplifon

PRODUCT
AMPLIFON
LEVEL 2 AON
M FRED THOM
MUCKLAND

FURNITURE & JOINERY LEGEND

KEY	TYPE	REVISION	DATE
1	EXISTING FURNITURE	1	14.12.14
2	NEW FURNITURE	1	14.12.14
3	NEW JOINERY	1	14.12.14

KEY	TYPE
1	EXISTING FURNITURE
2	NEW FURNITURE
3	NEW JOINERY
4	NEW FURNITURE
5	NEW FURNITURE
6	NEW FURNITURE



1 EXISTING & PROPOSED FURNITURE PLAN
Scale: 1:100

FOR CONSTRUCTION

KEY	TYPE	REVISION	DATE
1	EXISTING FURNITURE	1	14.12.14
2	NEW FURNITURE	1	14.12.14
3	NEW JOINERY	1	14.12.14

KEY	TYPE
1	EXISTING FURNITURE
2	NEW FURNITURE
3	NEW JOINERY
4	NEW FURNITURE
5	NEW FURNITURE
6	NEW FURNITURE

STACK

127 New South Wales Highway 1000
Sydney NSW 1512
Australia
Phone: +61 (0)2 9550 1234
Fax: +61 (0)2 9550 1235
Email: info@stack.com.au
Website: www.stack.com.au

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PROJECT
AMPLIFON
LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

EXISTING & PROPOSED
FURNITURE PLAN

DATE	BY	CHKD BY	DATE
14.12.14	14.12.14	14.12.14	14.12.14
16.12.14	16.12.14	16.12.14	16.12.14

16128
2201
www.amplifon.co.nz

FOR CONSTRUCTION

REV.	DATE	DESCRIPTION	BY	CHKD BY
1	15/04/2017	ISSUED FOR CONSTRUCTION	DE	
2	15/04/2017	ISSUED FOR CONSTRUCTION	DE	

STACK

123456789101112131415161718192021222324252627282930313233343536373839404142434445464748495051525354555657585960616263646566676869707172737475767778798081828384858687888990919293949596979899100

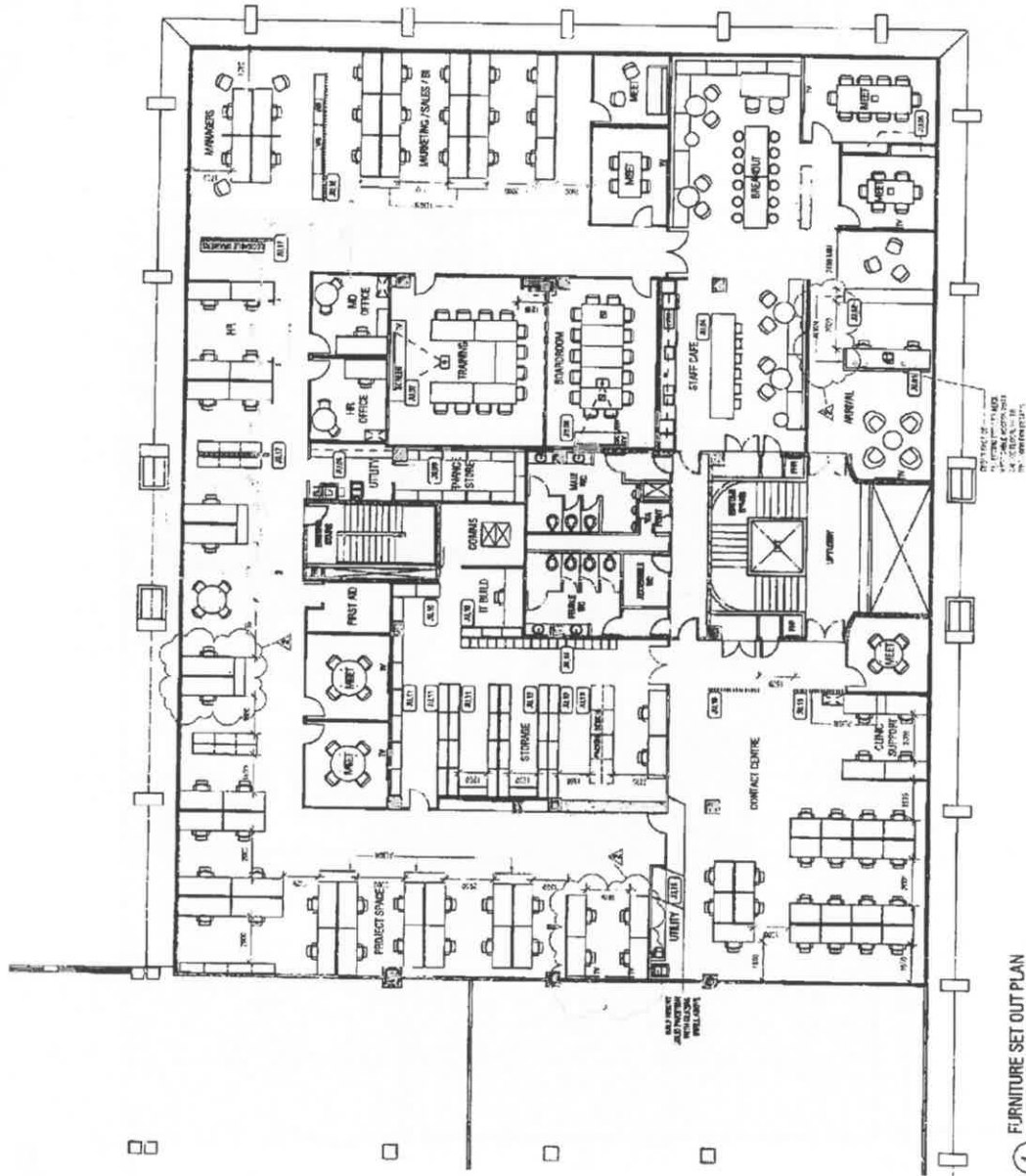
ambifon

PROJECT
AMPULFON
LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

DATE: 15/04/2017

FURNITURE SET OUT PLAN

NO.	DATE	BY	CHKD BY	REVISION
1	15/04/2017	DE	DE	1
2	15/04/2017	DE	DE	2


















FURNITURE SET OUT PLAN

Scale: 1:100

1

Run	Date	Location	Species
A	24 MAR 11	DEEP FOR REEF CORAL	CR
B	14 APR 11	DEEP FOR REEF	CR
C	14 JUN 11	DEEP FOR REEF	CR
D	13 JUL 11	DEEP FOR REEF	CR
E	13 AUG 11	DEEP FOR REEF	CR
F	13 SEP 11	DEEP FOR REEF	CR
G	13 OCT 11	DEEP FOR REEF	CR

GENERAL LEGEND	
	NO FINISH - EXPOSED JOIST
	FLOOR FINISHES
	TYPE
	IMPERMEANT FINISHING (GENERAL)
	IMPERMEANT FINISHING (SPECIAL)
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	IMPERMEANT FINISHING (SPECIAL)

1. CREDIT MANAGEMENT, 9/82Z.
2. INNOVATION TO CALCULATE AREA OF A COMPLEX FIGURE, 9/82Z.
3. HOW TO FIND THE AREA OF A COMPLEX FIGURE, 9/82Z.
4. HOW TO FIND THE AREA OF A COMPLEX FIGURE, 9/82Z.
5. HOW TO FIND THE AREA OF A COMPLEX FIGURE, 9/82Z.
6. HOW TO FIND THE AREA OF A COMPLEX FIGURE, 9/82Z.
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BOBWHITE INTERIORS
137 Woodland Street, New York 10022
Tel: 443-443-8844
Fax: 443-443-8844

CONTRACTOR: All drawings, specifications and other documents, and in the work executed shall bear true and correct as the prescribed work.

PERMITS: - Special drawings and bid packages are subject. Specifications shall be given in the largest scale drawing.

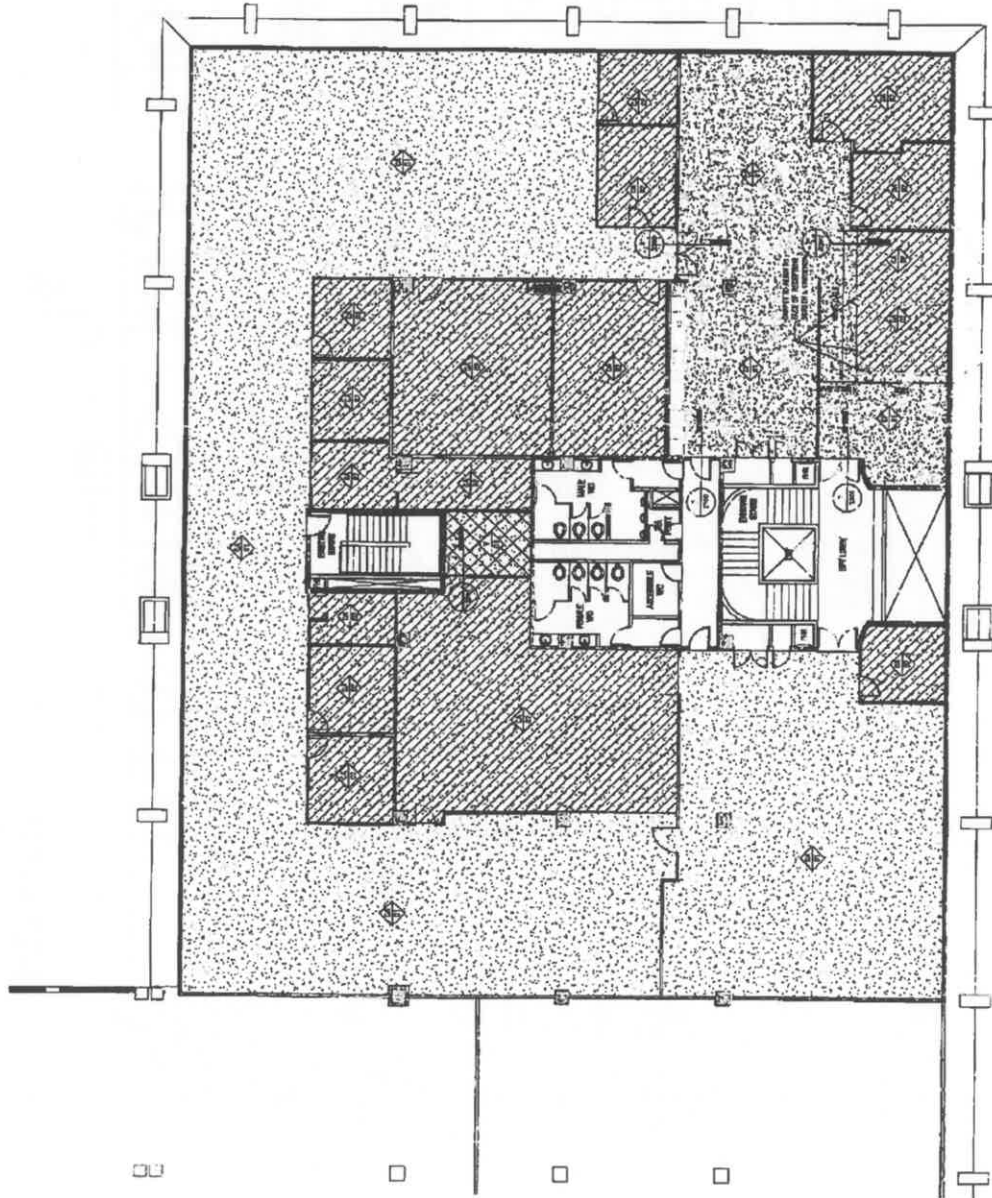
THE CONTRACTOR: read early all drawings in the bid package and making any necessary changes.

THE CONTRACTOR: and notify the Designer of any discrepancies.

END

PROJECT:
AMPLIFON
LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND
WORKING TITLE

DATE	16/12/20	TIME	16:12
NAME	A1		
ADDRESS	2300		
PHONE	2300		
EMAIL	2300		
WEBSITE	2300		
REMARKS	2300		



1 FLOOR FINISHES PLAN
Scale: 1:100














2 Carpet to Polished Concrete
Scale: 1:2

Scale 1-3

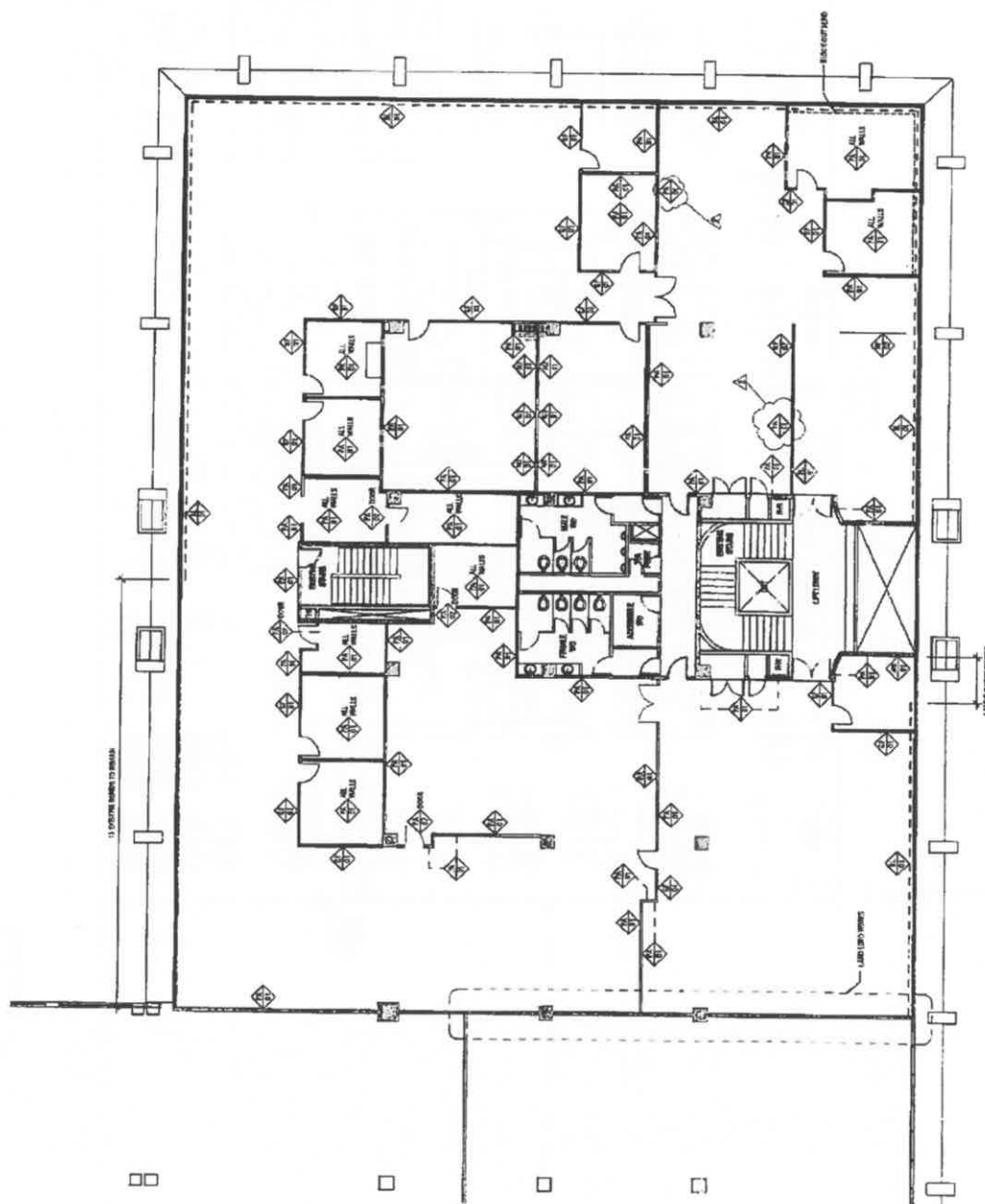
3 Carpet to Vinyl Junction
Scale: 1:2

Scale 1:2

REV.	DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
1	12/31/2011	REVENUE FROM SALES		100.00	100.00
2	12/31/2011	EXPENSES	20.00		80.00
3	12/31/2011	EXPENSES	10.00		70.00
4	12/31/2011	EXPENSES	10.00		60.00
5	12/31/2011	EXPENSES	10.00		50.00
6	12/31/2011	EXPENSES	10.00		40.00
7	12/31/2011	EXPENSES	10.00		30.00
8	12/31/2011	EXPENSES	10.00		20.00
9	12/31/2011	EXPENSES	10.00		10.00
10	12/31/2011	EXPENSES	10.00		0.00

KEY	TYPE	
	GENERAL PARTITION WALL	
	DOOR PART FINISH TO ALL TOP EDGES	
	PROHIBITION TO PARTITIONING CASE, RE-USED BLAD	
	BLANKET W.P. WITH KEY FINISHES SURVEILL	
	JOINT SURFACE	
	RE-USE PREVIOUS LAMINATE TO EXISTING TOPS	
	RE-USE PREVIOUS LAMINATE, FIVE TOP	
	USE OF PREVIOUS LAMINATE, IN WHICH CASE FINISH TO EXISTING	
	USE OF PREVIOUS LAMINATE, TO COMPLETION FINISH	
	EXISTING SURFACE	
	THICK CERAMIC, INTERLOCKED	
	JOINT FINISH	
	RE-USE OF PREVIOUS LAMINATE, IN WHICH CASE FINISH TO EXISTING	

— BEST SITE CHOICE OF FENCE,
 ABOUT 6000 SQUARE FEET OF CORRAL
 GRASS & CORRAL AS WELL AS A BARN



1 DECORATION PLAN
Scale: 1:100

STACK

27 Moore Street, London EC6A 3JF, UK
Tel: +44 204 304 500
Fax: +44 204 505 500

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—

IMPLIFON
LEVEL 2 ACN BUILDING
FRED THOMAS DRIVE
MICKLAND

Learning Objectives

RECREATION PLAN

DATE 10/25/92 NAME BRUCE ALLEN CHASE
ISS 10/25/92 ADDRESS 11010 CHASE
RECEIVED CITY/STATE/ZIP 01208-1101
5128 A1 2400 10 2

www.stark.co.uk

REF.	DATE	DESCRIPTION	INITIALS
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LEVEL 2 AON BUILDINGS
4 FRED THOMAS DRIVE
AUCKLAND

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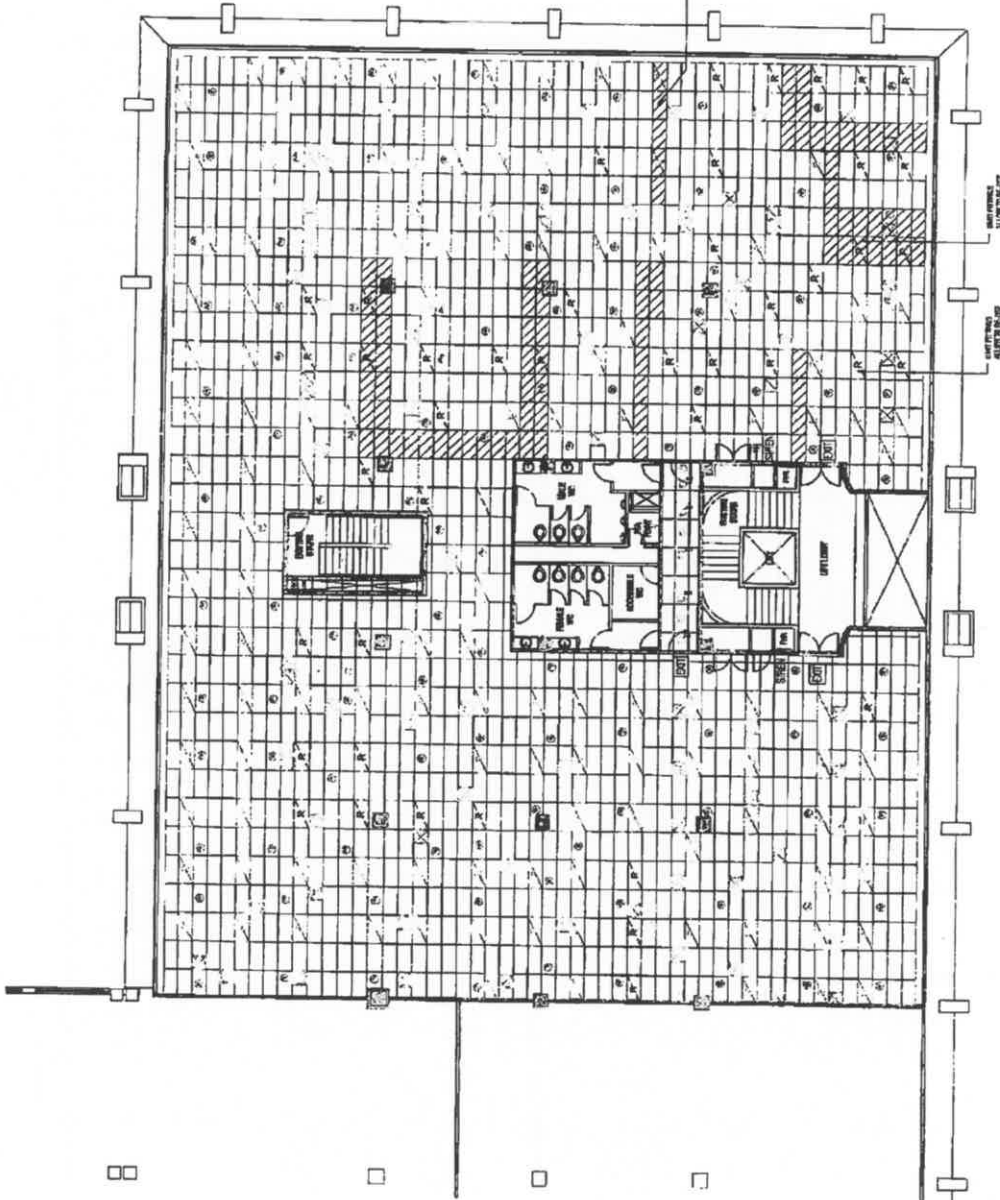
FOR CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
A	10/01/01	ISSUED FOR PERMITS	CE
B	10/01/01	ISSUED FOR PERMITS	CE
C	10/01/01	ISSUED FOR PERMITS	CE
D	10/01/01	ISSUED FOR PERMITS	CE
E	10/01/01	ISSUED FOR PERMITS	CE

CEILING LEGEND	
KEY	TYPE
	EXISTING CEILING
	NEW CEILING
	CEILING TO BE REMOVED
	CEILING TO BE REPLACED
	CEILING TO BE PAINTED
	CEILING TO BE STAINED
	CEILING TO BE TEXTURED
	CEILING TO BE FINISHED
MECHANICAL SERVICE LEGEND	
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	MECHANICAL SERVICE
	MECHANICAL SERVICE
FIRE SERVICE LEGEND	
KEY	TYPE
	FIRE SERVICE
	FIRE SERVICE
	FIRE SERVICE

NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODE OF CANADA (NBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODE OF CANADA (NBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODE OF CANADA (NBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.



1 EXISTING RCP
Scale: 1:100

STACK

100 Mount Pleasant Avenue, Suite 100
Markham, Ontario L3R 9V7
Tel: (905) 479-1111
Fax: (905) 479-1112
www.stack.ca

ambition

PROJECT:
AMPLIFON
LEVEL 2 AOM BUILDING
4 FRED THOMAS DRIVE
AUCKLAND









DATE: 10/01/01

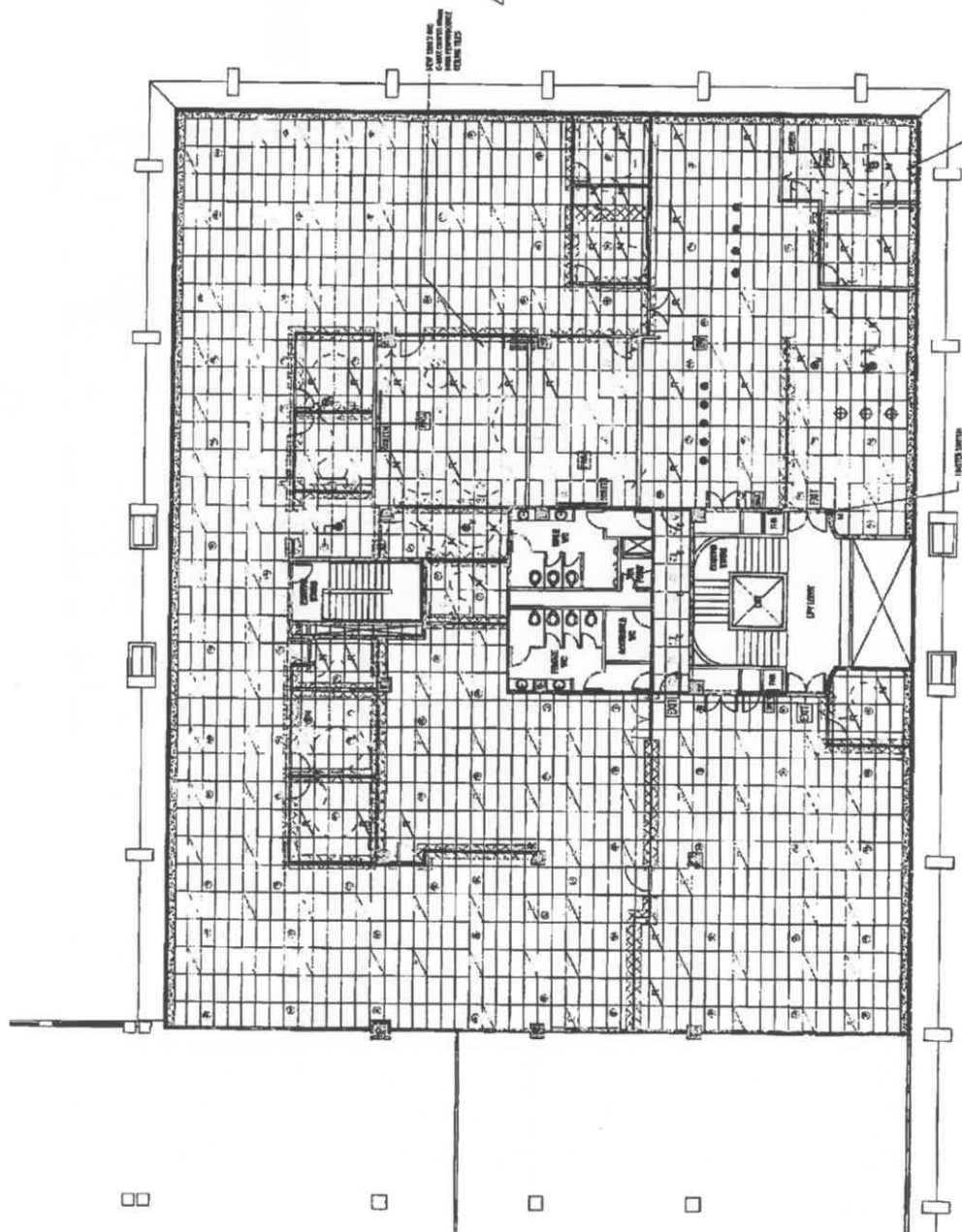
EXISTING RCP

DATE	BY	REVISION	DESCRIPTION
10/01/01	CE	1	ISSUED FOR PERMITS
10/01/01	CE	2	ISSUED FOR PERMITS
10/01/01	CE	3	ISSUED FOR PERMITS
10/01/01	CE	4	ISSUED FOR PERMITS
10/01/01	CE	5	ISSUED FOR PERMITS

www.ambition.ca

Year	Size	1991/1990	1992/1991	1993/1992	1994/1993
1	71.05 70.6	100.00 100.00	100.00	100.00	100.00
2	70.20 70.6	98.80 100.00	100.00	100.00	100.00
3	69.30 70.6	97.50 100.00	100.00	100.00	100.00
4	68.40 70.6	96.20 100.00	100.00	100.00	100.00
5	67.50 70.6	94.90 100.00	100.00	100.00	100.00

CEILING LEGEND	
KEY	TYPE
	CONCRETE TOPS OR SURFACES COARSE AND FLAT TO BE REMOVED
	CONCRETE FLOORS TO BE REMOVED BY EXCAVATING TO SLAB FINISH
	REINFORCED CONCRETE SLAB, TOPPING, SLAB, JOINTS, BALKS, ETC., TO BE REMOVED BY EXCAVATING TO SLAB FINISH
A 1/E	AS NOTED, EXISTING TO BE REMOVED
	CONCRETE FLOORS TO BE REMOVED
	CONCRETE FLOORS TO BE REMOVED AND REINFORCED
MECHANICAL SERVICE LEGEND	
KEY	TYPE
	REMOVE OR ABANDON
	REMOVE OR ABANDON
PIPE SERVICE LEGEND	
KEY	TYPE
	REMOVE EXISTING
	REMOVE EXISTING PIPE, TO BE REMOVED BY EXCAVATING TO SLAB FINISH
	REMOVE EXISTING PIPE, TO BE REMOVED BY EXCAVATING TO SLAB FINISH



1
PROPOSED RCP
Scale: 1 : 100

STACK

BUSINESS MATTERS

333 Walnut Street, Suite 2020
Boston, MA 02111
Tel: 617 452 2200
Fax: 617 452 2201
Web: www.assn.org

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THE GOVERNMENT OF CANADA
OFFICE OF THE COMMISSIONER OF THE ENVIRONMENT
1000

Ugile

AMPLIFON
LEVEL 2 ACN BUILDING
1 FRED THOMAS DRIVE
LUCKLAND

PROPOSED RCP

[illegible]www.stark.co.nz

References

THE NEW YORK TIMES

ACKNOWLEDGMENTS

AN EFFORT TO DO AWAY WITH THE MYTH OF A SAFE, PAINLESS ORGASM.

THE UNIVERSITY OF CHICAGO

THE SHAPED CONNECTIONS BETWEEN THE TWO PARTS OF THE BRIDGE ARE THE KEY TO THE BRIDGE'S STRENGTH. THE BRIDGE'S DESIGN IS A RESULT OF THE BRIDGE'S LOCATION AND THE BRIDGE'S DESIGN IS A RESULT OF THE BRIDGE'S LOCATION AND THE BRIDGE'S DESIGN IS A RESULT OF THE BRIDGE'S LOCATION.

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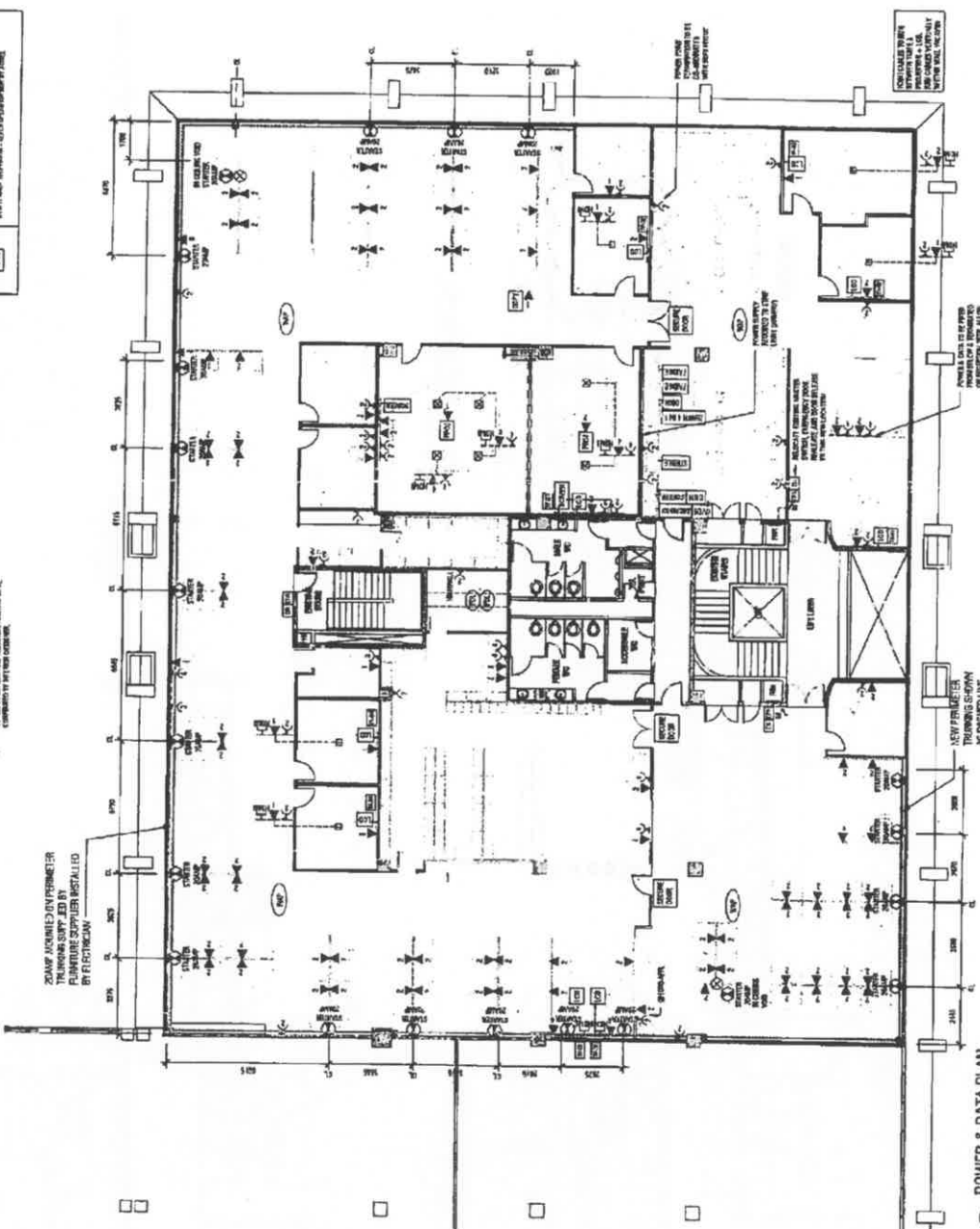
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1000	THANK YOU FOR YOUR RELEASE TIME
1001	INTERVIEWER'S WORK RELEASE NAME
1002	WORK RELEASE FOR THE COURT - PLEASE DO NOT SIGN FOR ANY OTHER PERSON
1003	WORK RELEASE FOR THE COURT - MUST BE SIGNED BY YOU
1004	1005 OF 1005 RELEASES - MUST BE SIGNED BY YOU
1005	WORK RELEASE FOR THE COURT - MUST BE SIGNED BY YOU
1006	WORK RELEASE FOR THE COURT - MUST BE SIGNED BY YOU
1007	WORK RELEASE FOR THE COURT - MUST BE SIGNED BY YOU

[illegible][illegible]

LEARNING OBJECTIVES

ALL NEW DATA CONTRACTS TO BE SIGNED IMMEDIATELY AFTER CLOSING OF THE OFFERING. NO NEW DATA CONTRACTS TO BE SIGNED IMMEDIATELY AFTER CLOSING OF THE OFFERING. NO NEW DATA CONTRACTS TO BE SIGNED IMMEDIATELY AFTER CLOSING OF THE OFFERING.



POWER & DATA PLAN

1:100

② TYPICAL OUTLET SET-OUT

rate 1:10

SOURCE DATE
16128 10/19/07

INSTRUMENT CC CP -
16128 10/19/07

ANALYST A1
16128 10/19/07

LABORATORY 13000
16128 10/19/07

TEST RESULTS www.mtsc.co.nz

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21 Wood Street, London EC2A 3AF, UK
 Tel: +44 (0)20 7460 0700
 Fax: +44 (0)20 7460 0701
 E-mail: info@pauline.co.uk

ambition

AMPLIFON
LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

POWER & DATA PLAN

SOURCE DATE
16128 10/19/07

INSTRUMENT CC CP -
16128 10/19/07

ANALYST A1
16128 10/19/07

LABORATORY 13000
16128 10/19/07

TEST RESULTS www.mtsc.co.nz

FOR CONSTRUCTION

REV	DATE	DESCRIPTION	BY	CHK
1	14/03/2019	ISSUED FOR CONSTRUCTION	AM	AM
2	14/03/2019	REVISIONS TO THE DRAWING	AM	AM
3	14/03/2019	REVISIONS TO THE DRAWING	AM	AM
4	14/03/2019	REVISIONS TO THE DRAWING	AM	AM
5	14/03/2019	REVISIONS TO THE DRAWING	AM	AM

GENERAL LEGEND

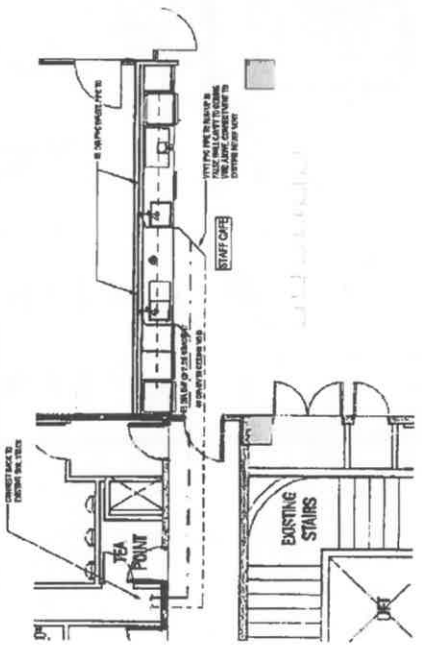
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EXISTING WALLS TO BE REPAIR	EXISTING WALLS TO BE REPAIR
NEW WALLS	NEW WALLS

PLUMBING & DRAINAGE NOTES

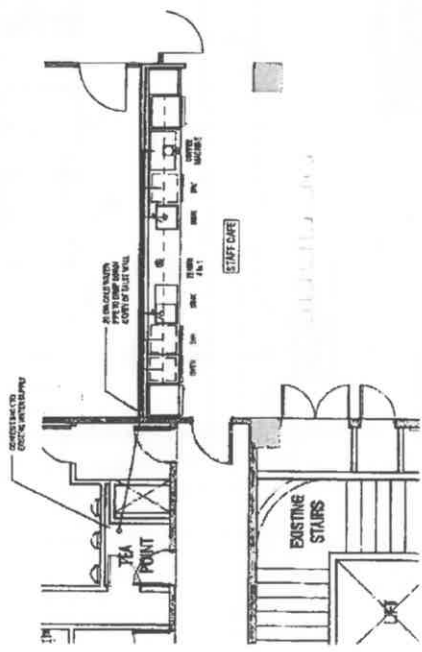
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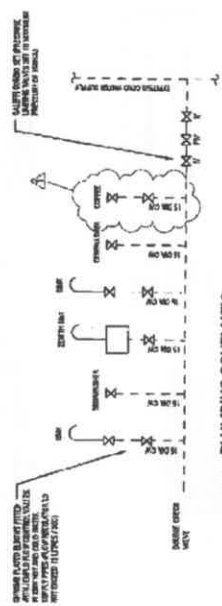
2 SANITARY SCHEMATIC
Scale: 1:50



1 SANITARY LAYOUT
Scale: 1:50



3 WATER SUPPLY LAYOUT
Scale: 1:50



4 PLUMBING SCHEMATIC
Scale: 1:50

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09 308 1000
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ambition

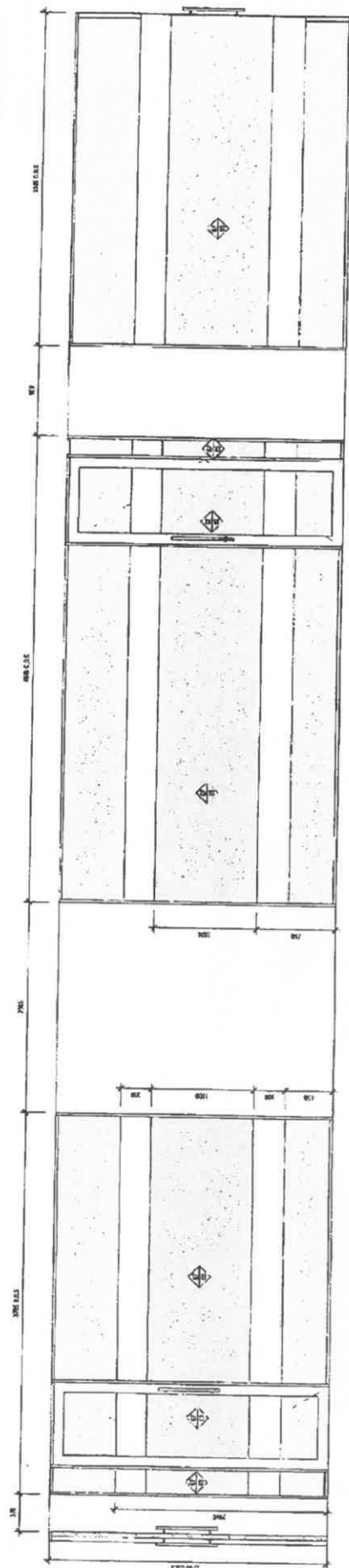
PROJECT:
AMPLETON
LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

PLUMBING SCHEMATICS

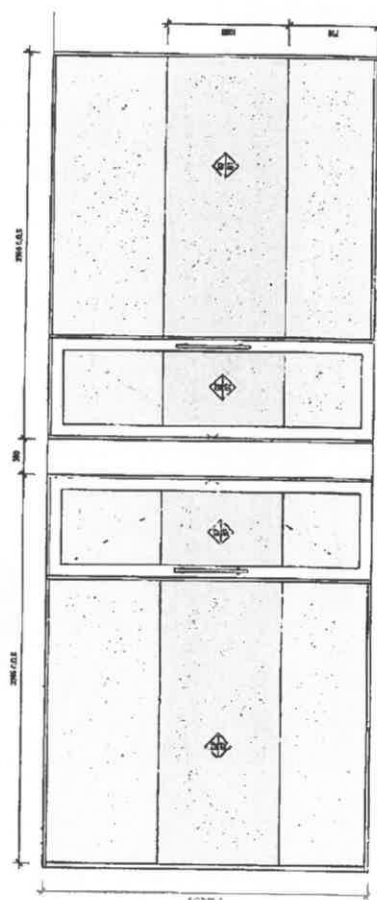
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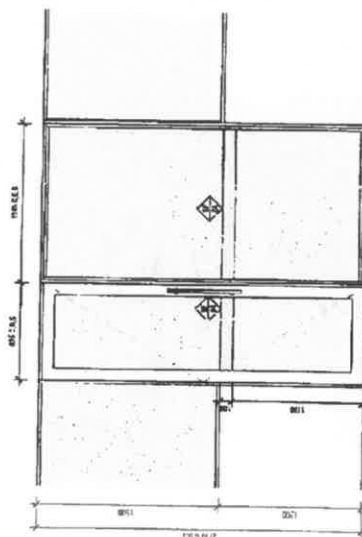
NO.	DATE	DESCRIPTION	AMOUNT
1	07.1.2014	FOR CARD PURCHASE	500



1 ELEVATION - BOARD/TRAINING ROOM



2. TYPICAL MEETING & OFFICE ELEVATION
Scale: 1/20



3 CONTACT CENTRE GLAZING ELEVATION
Scale: 1:20

STACK

BUSINESS INQUIRIES

237 Mount Street, 4th Floor, New York, NY 10014
Tel: +1 212 368 1100
Fax: +1 212 368 1101

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NOTES

LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

NUMBER OF YEARS

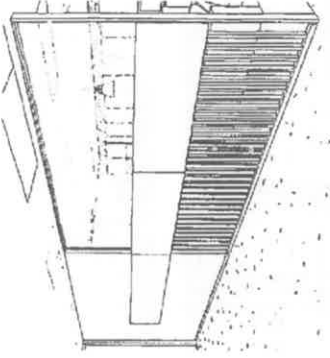
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DATE: 04/11/2008 TIME: 14:00
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 A1

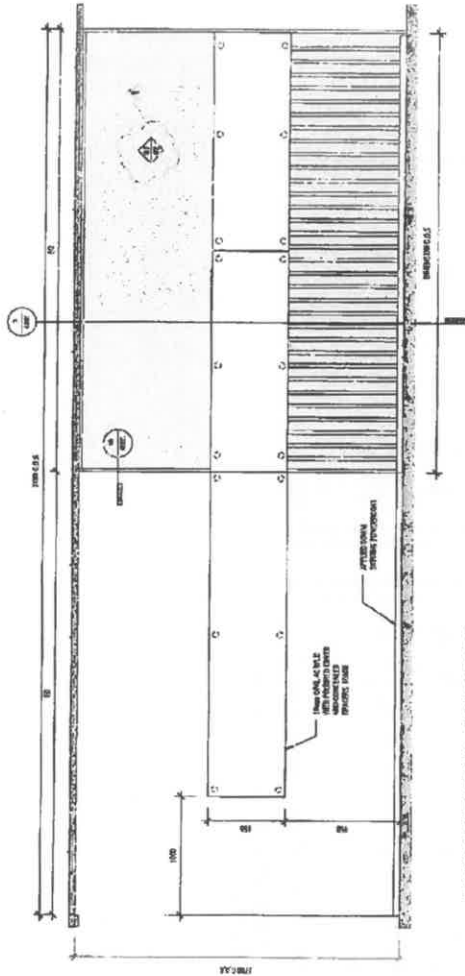
www.stack.co.nz

FOR CONSTRUCTION

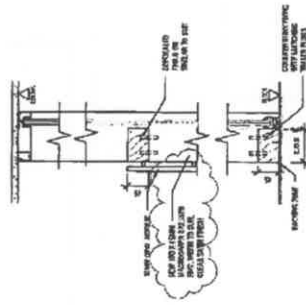
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1	14/01/16	FOR INFORMATION	GC
2	15/01/16	REVISED FOR PERMITS	GC
3	16/01/16	FOR INFORMATION	GC



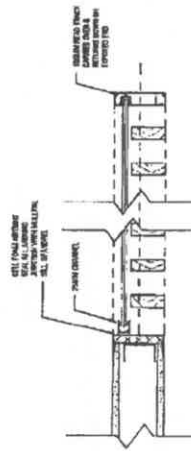
4 SIGNAGE WALL - VIEW
Scale:



1 INTERIOR ELEVATIONS - SIGNAGE WALL
Scale: 1:20



3 SIGNAGE WALL - SECTION
Scale: 1:5



2 SIGNAGE WALL DETAIL
Scale: 1:5

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171, Victoria Street Auckland City Centre
Contact: 09 308 1147
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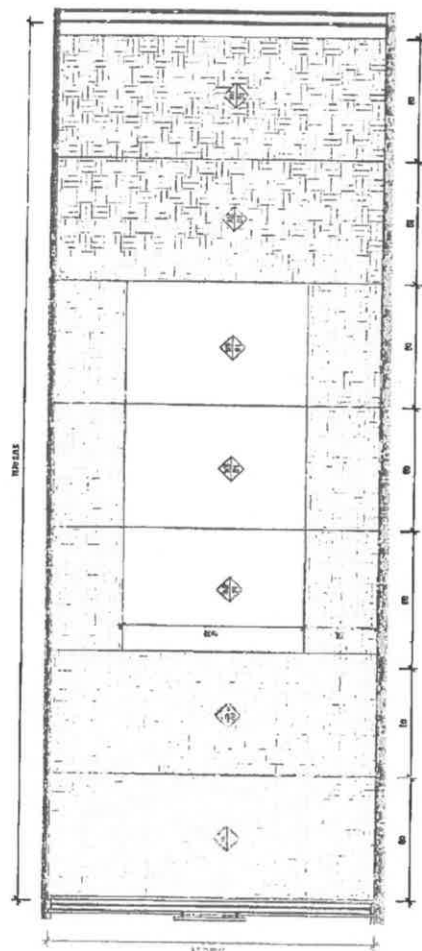
PROJECT
AMPLIFON
LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

DESIGNER
INTERIOR ELEVATIONS -
SIGNAGE WALL

SCALE	DATE	DESIGNER	CHECKED BY
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1:100	16/01/16	GC	GC
1:100	16/01/16	GC	GC

www.stack.co.nz

Year	Event	Location	Notes
1991	First time for program	St. Louis	
1992	First time for program	St. Louis	
1993	First time for program	St. Louis	

[illegible]

1 TYPICAL OPERABLE WALL ELEVATION
Scale: 1" = 20'

STACK

27 Wood Street, London EC2Y 6PL
Tel: 0444 400 2146
Telex: 4411 2001
Fax: 0444 400 2146

amplifon

Subjects

MILLION

LEVEL 2 AON BUILDING
FRED THOMAS DRIVE
LUCKI AND

Product name:

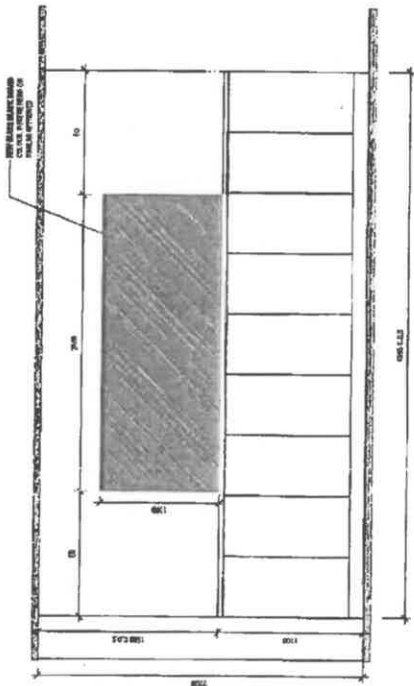
INTERIOR ELEVATIONS -
PERABLE WALL

6128
6128
DATE 08/27/95
DATE 08/27/95
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A1
CHECKING 08/27/95
CHECKING 08/27/95
1003
1003

www.stack.co.uk

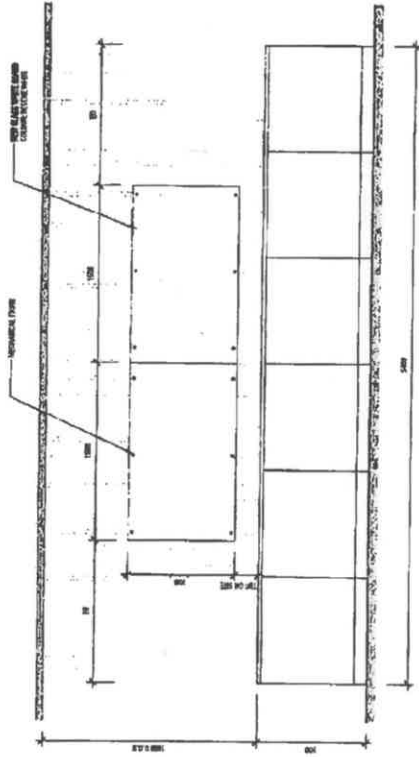
FOR CONSTRUCTION

NO	DATE	DESCRIPTION	BY
1	11.11.2018	FOR CONSTRUCTION	ME



1 PROJECT SPACE BLACK BOARD - ELEVATION

Scale 1:20



2 MANAGER'S SPACE WHITE BOARD - ELEVATION

Scale 1:20

STACK

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 Auckland 1010
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 Fax: 09 414 999 1101
 Email: info@stack.co.nz
 Website: www.stack.co.nz
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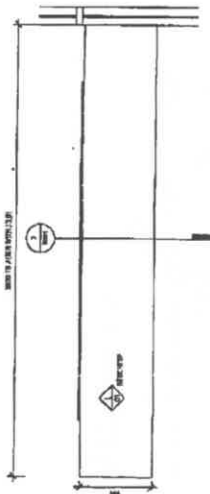
amplifon

PROJECT:
 AMPLIFON
 LEVEL 2 AON BUILDING
 4 FRED THOMAS DRIVE
 AUCKLAND

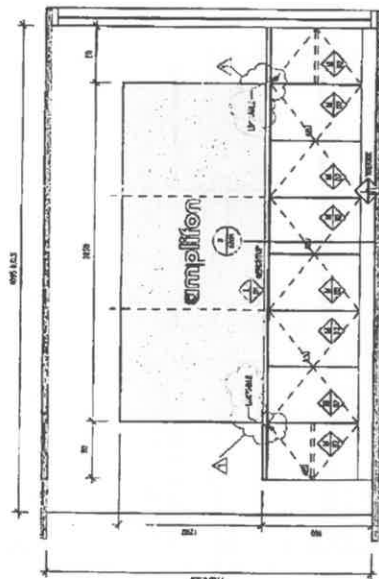
INTERIOR ELEVATION - WHITE
 BOARDS

NO	DATE	DESCRIPTION	BY
1	11.11.2018	FOR CONSTRUCTION	ME
2	16.12.2018	FOR CONSTRUCTION	AT

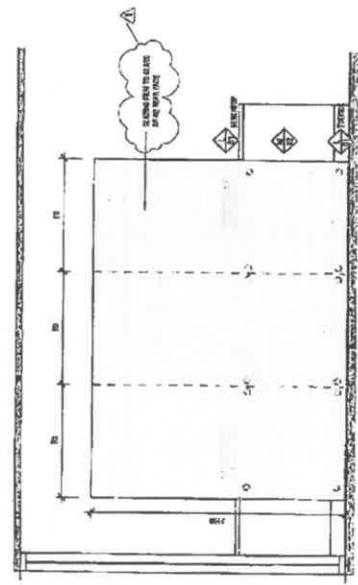
www.stack.co.nz



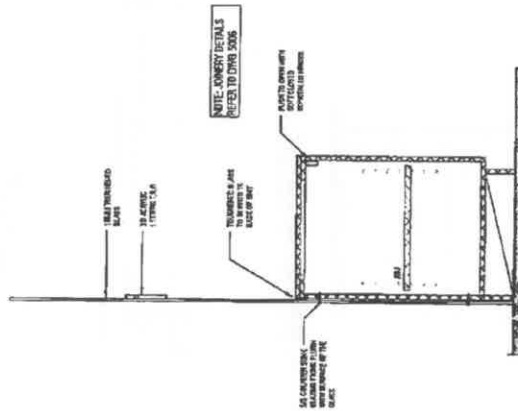
1 JU.02 RECEPTION CREDENZA - PLAN
Scale: 1:20



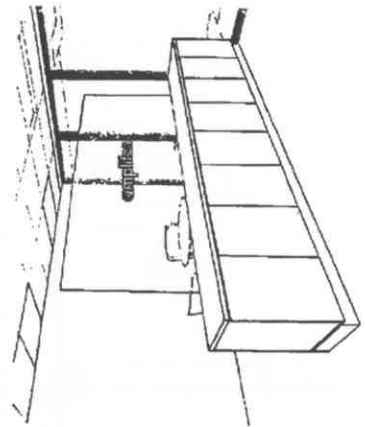
2 JU.02 RECEPTION CREDENZA - ELEVATION FRONT
Scale: 1:20



3 JU.02 RECEPTION CREDENZA - ELEVATION BACK
Scale: 1:20



4 JU.02 RECEPTION CREDENZA - SECTION
Scale: 1:10



5 JU.02 VIEW
Scale: 1:20

FOR CONSTRUCTION

REV	DATE	DESCRIPTION	BY
1	16.11.2016	ISSUED FOR PERMIT	CE
2	16.11.2016	ISSUED FOR PERMIT	CE
3	16.11.2016	ISSUED FOR PERMIT	CE

DECORATION LEGEND

REV	TYPE	DESCRIPTION
1	1	GENERAL PAINT FINISH
1	2	DOOR FINISH FINISH TO ALL LAMP TUBES
1	3	FINISH FINISH TO ALL LAMP TUBES
1	4	FINISH FINISH TO ALL LAMP TUBES
1	5	FINISH FINISH TO ALL LAMP TUBES
1	6	FINISH FINISH TO ALL LAMP TUBES
1	7	FINISH FINISH TO ALL LAMP TUBES
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1	12	FINISH FINISH TO ALL LAMP TUBES
1	13	FINISH FINISH TO ALL LAMP TUBES
1	14	FINISH FINISH TO ALL LAMP TUBES
1	15	FINISH FINISH TO ALL LAMP TUBES
1	16	FINISH FINISH TO ALL LAMP TUBES
1	17	FINISH FINISH TO ALL LAMP TUBES
1	18	FINISH FINISH TO ALL LAMP TUBES
1	19	FINISH FINISH TO ALL LAMP TUBES
1	20	FINISH FINISH TO ALL LAMP TUBES

NOTES:

1. GENERAL PAINT FINISH TO ALL LAMP TUBES
2. FINISH FINISH TO ALL LAMP TUBES
3. FINISH FINISH TO ALL LAMP TUBES
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19. FINISH FINISH TO ALL LAMP TUBES
20. FINISH FINISH TO ALL LAMP TUBES

STACK

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09 308 1000
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amplifon

LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

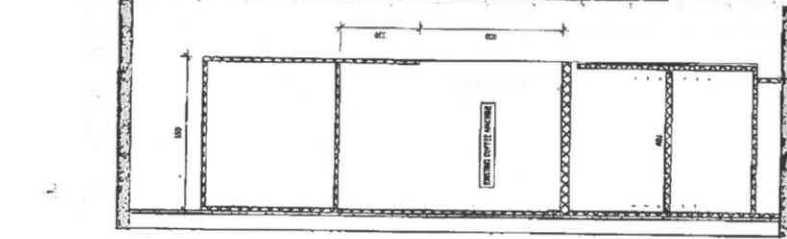
JU.02 RECEPTION CREDENZA

16128
A1
5001

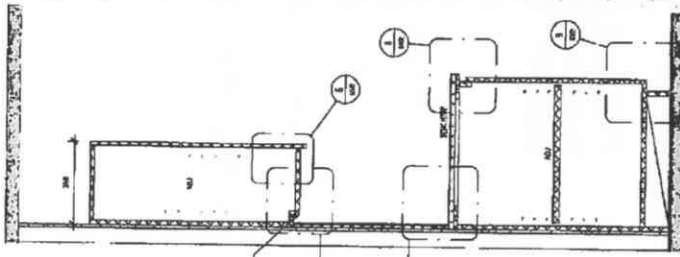
FOR CONSTRUCTION

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3	16/01/2011	ISSUED FOR BUILDING	AS
4	16/01/2011	ISSUED FOR BUILDING	AS
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6	16/01/2011	ISSUED FOR BUILDING	AS
7	16/01/2011	ISSUED FOR BUILDING	AS

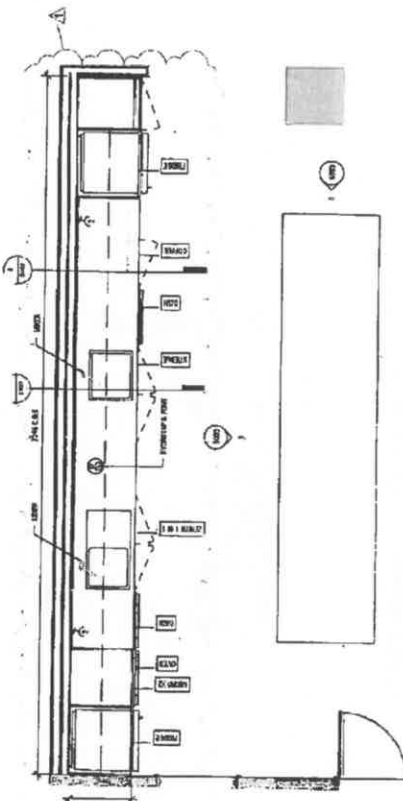
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100	WALLING



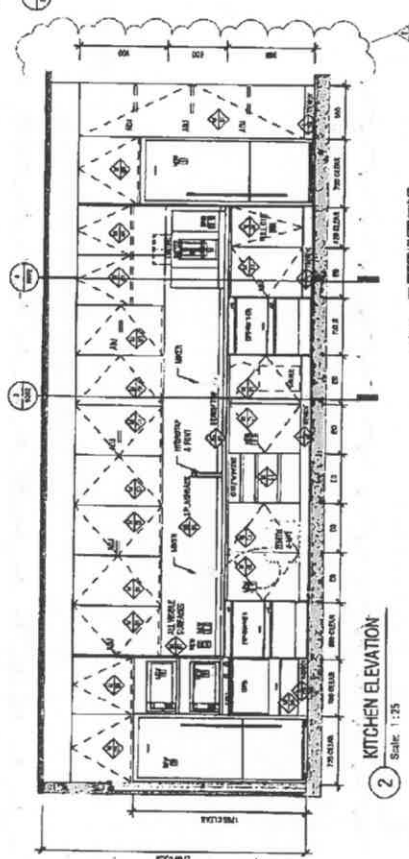
3 KITCHEN SECTION D1
Scale: 1:10



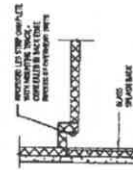
4 KITCHEN SECTION D2
Scale: 1:10



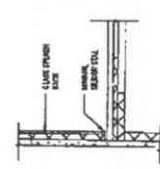
1 KITCHEN JOINERY PLAN
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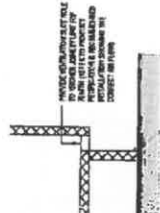
2 KITCHEN ELEVATION
Scale: 1:25



7 KITCHEN UPSTAND DETAIL
Scale: 1:5



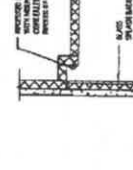
8 KITCHEN BENCH EDGE DETAIL
Scale: 1:5



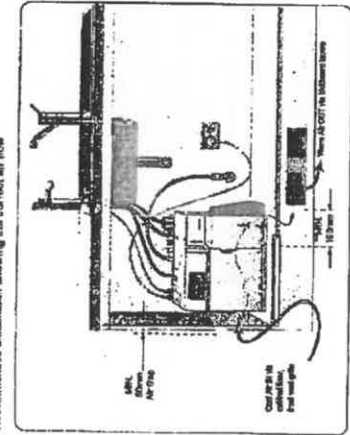
9 KITCHEN TOE KICK DETAIL
Scale: 1:5



5 KITCHEN OVERHEAD CUPBOARD DETAIL
Scale: 1:5



6 KITCHEN SPLASHBACK STRIP LIGHT DETAIL
Scale: 1:5



Recommended Installation showing the correct air flow

STACK
1775 Coast Road, Unit 10, Torquay, Vic 3228
Tel: 03 9441 1111
Fax: 03 9441 1112
Email: info@stack.com.au
Website: www.stack.com.au

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PROJECT
AMPLIFON
LEVEL 2 AGN BUILDING
4 FRED THOMAS DRIVE
AUCKLAND
DRAWING TITLE
JUL03 KITCHEN JOINERY
DETAILS
SCALE
DATE 15/01/2011
DRAWN BY AS
CHECKED BY AS
DATE 16/01/2011
JOB NO. 16128
A1
5003
www.amplifon.co.nz

REV.	DATE	DESCRIPTION	AMOUNT
1	04.10.2016	STATED FOR PAYING	€2
2	15.10.2016	STATED FOR PAYING	€2
3	04.11.2016	NOT CANCELED	€2

[illegible]

CHERRY LIPS.

- [illegible]

ambifon

1000

1000

LEVEL 2 AON BUILDING
FRED THOMAS DRIVE
AUCKLAND

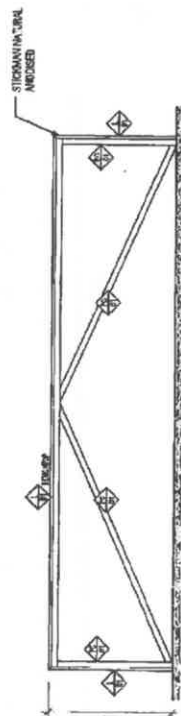
TABLE 1

FIGURE 10.04 KITCHEN ISLAND JOINERY
DETAIL

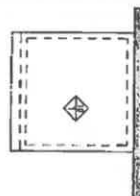
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...of each ...

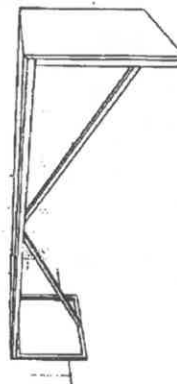
1 KITCHEN ISLAND - PLAN
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2 JUL04 KITCHEN ISLAND - FRONT ELEVATION
Scale: 1 : 20



3 JU.04 KITCHEN ISLAND - SIDE ELEVATION
Scale: 1:20

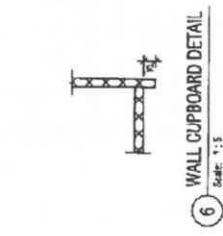
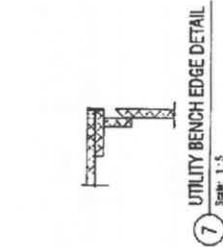
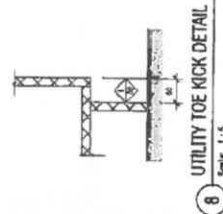
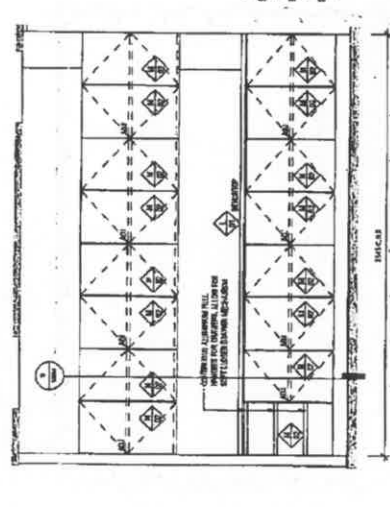
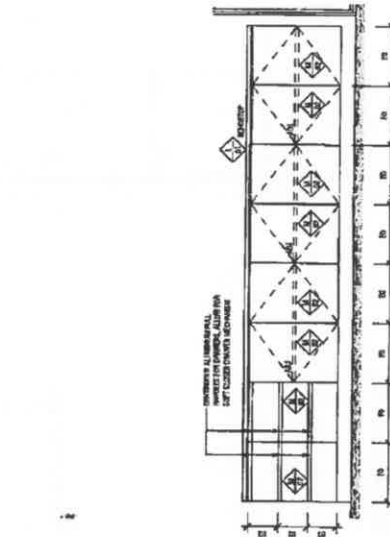
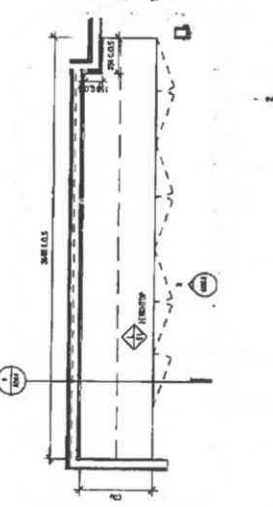
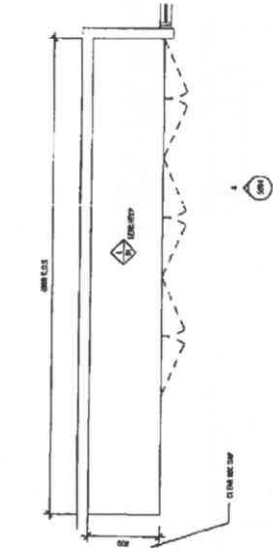
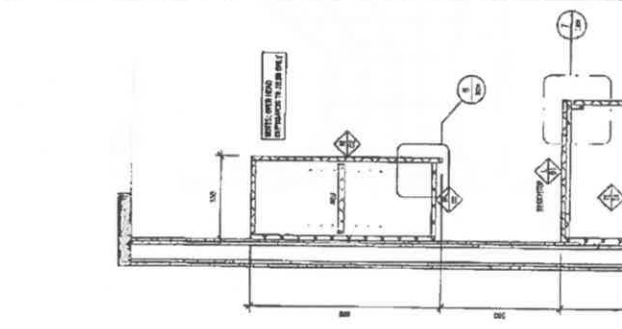


4 JU.04 VIEW
Scale

FOR CONSTRUCTION

REV	DATE	DESCRIPTION	DESIGNED BY
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2	10/10/2014	DESIGN DEVELOPMENT	DB
3	10/10/2014	DESIGN DEVELOPMENT	DB
4	10/10/2014	DESIGN DEVELOPMENT	DB
5	10/10/2014	DESIGN DEVELOPMENT	DB
6	10/10/2014	DESIGN DEVELOPMENT	DB
7	10/10/2014	DESIGN DEVELOPMENT	DB

REV	DATE	DESCRIPTION	DESIGNED BY
1	10/10/2014	DESIGN DEVELOPMENT	DB
2	10/10/2014	DESIGN DEVELOPMENT	DB
3	10/10/2014	DESIGN DEVELOPMENT	DB
4	10/10/2014	DESIGN DEVELOPMENT	DB
5	10/10/2014	DESIGN DEVELOPMENT	DB
6	10/10/2014	DESIGN DEVELOPMENT	DB
7	10/10/2014	DESIGN DEVELOPMENT	DB



STACK

1. ALL JOINERY TO BE MANUFACTURED TO THE FOLLOWING SPECIFICATIONS:
2. ALL JOINERY TO BE MANUFACTURED TO THE FOLLOWING SPECIFICATIONS:
3. ALL JOINERY TO BE MANUFACTURED TO THE FOLLOWING SPECIFICATIONS:
4. ALL JOINERY TO BE MANUFACTURED TO THE FOLLOWING SPECIFICATIONS:
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10. ALL JOINERY TO BE MANUFACTURED TO THE FOLLOWING SPECIFICATIONS:
11. ALL JOINERY TO BE MANUFACTURED TO THE FOLLOWING SPECIFICATIONS:
12. ALL JOINERY TO BE MANUFACTURED TO THE FOLLOWING SPECIFICATIONS:

amplifon

PROJECT
AMPLIFON
LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

DATE: 10/10/2014
DRAWN: 16128
CHECKED: A1
SCALE: 1:10

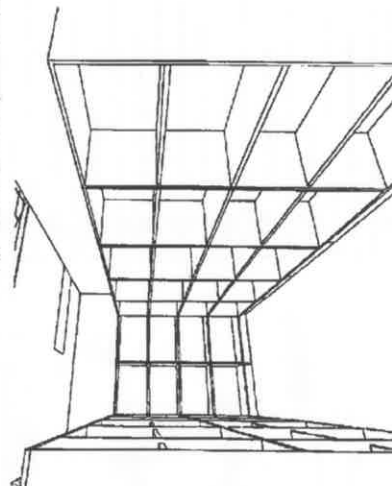
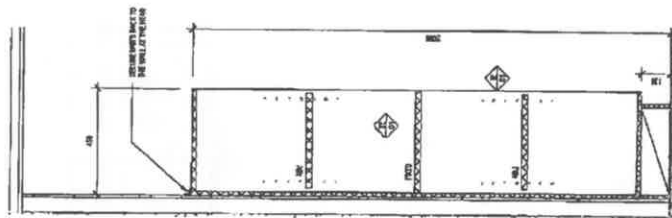
DESIGNED BY: JULIUS & JULIUS JOINERY
DETAILS

DATE: 10/10/2014
DRAWN: 16128
CHECKED: A1
SCALE: 1:10

NEW	LAST	WILLIAMS, JIM	CR
1	ON 10/20/16	FOR INFORMATION	CR
2	NO 16/20/16	BOOKS FOR INFORMATION	CR
3	OCT 11/20/16	FOR INFORMATION	CR

[illegible]

10. BY WHAT NAME ARE THE APPARENTLY FREE LANCETS AND ALL OTHER THINGS REFERRED TO IN THE FIRST SENTENCE?
11. BY WHAT NAME ARE THE REFERRED TO IN THE SECOND SENTENCE?
12. ALL COUNTRIES TO BE CONSIDERED FREE (IN THE FIRST SENTENCE) WERE ALL BRITISH OR AMERICAN?
13. ALL BRITISH AND AMERICAN EXTENDED THEIR HANDS TO THE OTHERS?
14. NO EXCEPTIVE ANYTHING TO BE REMOVED.
15. THE FIRST SENTENCE IS THE SECOND SENTENCE.
16. ALL COUNTRIES WERE CLEAN IN THE SECOND SENTENCE.
17. ALL COUNTRIES WERE CLEAN IN THE SECOND SENTENCE.
18. ALL COUNTRIES WERE CLEAN IN THE SECOND SENTENCE.
19. ALL COUNTRIES WERE CLEAN IN THE SECOND SENTENCE.
20. ALL COUNTRIES WERE CLEAN IN THE SECOND SENTENCE.

[illegible]

Amplifon

AMP/IFON

LEVEL 2 AON BUILDING
1 FRED THOMAS DRIVE
AUCKLAND













































































1998

U.09 FINANCE STORE JOINERY

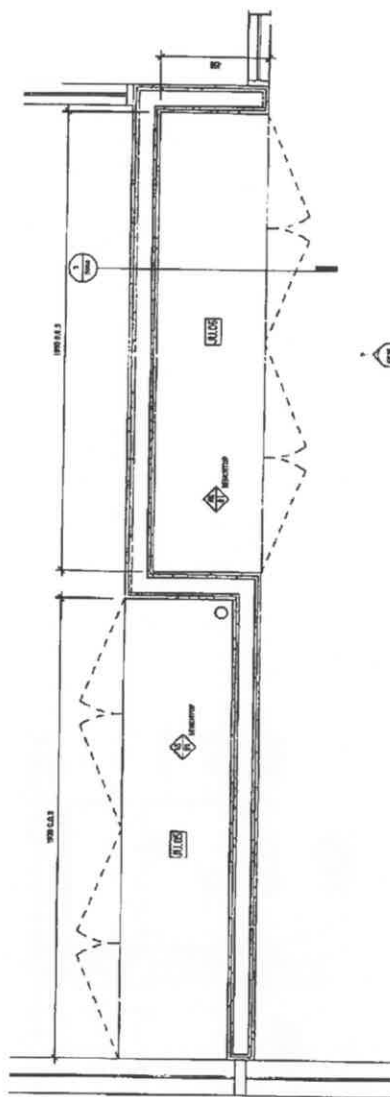
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www.elsevier.com

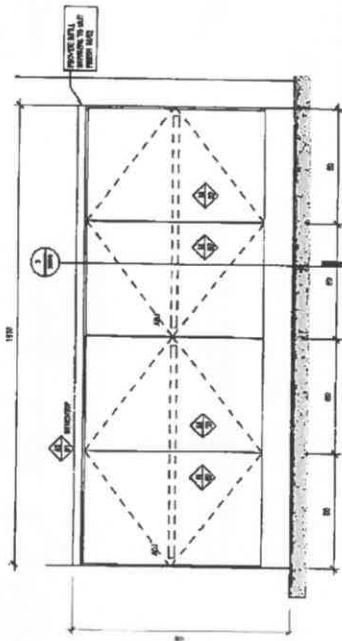
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2	01.01.2014	INITIAL FOR PENDING	0.00
3	01.01.2014	INITIAL FOR PENDING	0.00

DECORATION LEGEND	
KEY	TYPE
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	DIAGONAL LINE FROM TOP-LEFT TO BOTTOM-RIGHT
	DIAGONAL LINE FROM TOP-RIGHT TO BOTTOM-LEFT
	HORIZONTAL LINE
	VERTICAL LINE
	CROSS-HATCH PATTERN
	WAVE PATTERN
	HORIZONTAL WAVE PATTERN
	VERTICAL WAVE PATTERN
	DIAGONAL WAVE PATTERN
	HORIZONTAL DASHED LINE
	VERTICAL DASHED LINE
	DIAGONAL DASHED LINE
	CROSS-HATCH PATTERN
	WAVE PATTERN
	HORIZONTAL WAVE PATTERN
	VERTICAL WAVE PATTERN
	DIAGONAL WAVE PATTERN
	HORIZONTAL DASHED LINE
	VERTICAL DASHED LINE
	DIAGONAL DASHED LINE
	CROSS-HATCH PATTERN
	WAVE PATTERN
	HORIZONTAL WAVE PATTERN
	VERTICAL WAVE PATTERN
	DIAGONAL WAVE PATTERN
	HORIZONTAL DASHED LINE
	VERTICAL DASHED LINE
	DIAGONAL DASHED LINE
	CROSS-HATCH PATTERN
	WAVE PATTERN
	HORIZONTAL WAVE PATTERN
	VERTICAL WAVE PATTERN
	DIAGONAL WAVE PATTERN
	HORIZONTAL DASHED LINE
	VERTICAL DASHED LINE
	DIAGONAL DASHED LINE
	CROSS-HATCH PATTERN
	WAVE PATTERN
	HORIZONTAL WAVE PATTERN
	VERTICAL WAVE PATTERN
	DIAGONAL WAVE PATTERN
	HORIZONTAL DASHED LINE
	VERTICAL DASHED LINE
	DIAGONAL DASHED LINE
	CROSS-HATCH PATTERN
	WAVE PATTERN
	HORIZONTAL WAVE PATTERN
	VERTICAL WAVE PATTERN
	DIAGONAL WAVE PATTERN
	HORIZONTAL DASHED LINE
	VERTICAL DASHED LINE
	DIAGONAL DASHED LINE
	CROSS-HATCH PATTERN
	WAVE PATTERN
	HORIZONTAL WAVE PATTERN
	VERTICAL WAVE PATTERN
	DIAGONAL WAVE PATTERN
	HORIZONTAL DASHED LINE
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	DIAGONAL DASHED LINE
	CROSS-HATCH PATTERN
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	DIAGONAL WAVE PATTERN
	HORIZONTAL DASHED LINE
	VERTICAL DASHED LINE
	DIAGONAL DASHED LINE
	CROSS-HATCH PATTERN
	WAVE PATTERN
	HORIZONTAL WAVE PATTERN
	VERTICAL WAVE PATTERN
	DIAGONAL WAVE PATTERN
	HORIZONTAL DASHED LINE
	VERTICAL DASHED LINE</

Scale 1 : 10



Case 1:10-cv-00001-UNA Document 1-1 Filed 01/10/10 Page 1 of 1



Scale: 1:10

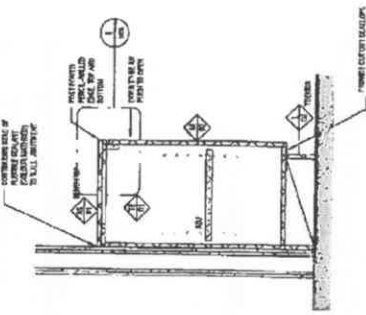
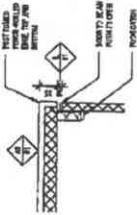


Table 1.6

[illegible][illegible]

amplifon

AMPLIFON
LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

EXHIBITS W.P.:
JU.05 MEETING ROOM
CREDENZA

16128
 1006
 A1
 ORIGINAL SILENT
 RECORD
 DATE
 RECORD
 IN THE
 1006
 www.slack.co.nz

FOR CONSTRUCTION

REV	DATE	BY/CHKD	REMARKS
1	14.12.2004	DESIGN/REVISION	01
2	15.12.2004	DESIGN/REVISION	02
3	17.12.2004	DESIGN/REVISION	03

REV	DATE	BY/CHKD	REMARKS
1	14.12.2004	DESIGN/REVISION	01
2	15.12.2004	DESIGN/REVISION	02
3	17.12.2004	DESIGN/REVISION	03

DECORATION LEGEND

REV	DATE	BY/CHKD	REMARKS
1	14.12.2004	DESIGN/REVISION	01
2	15.12.2004	DESIGN/REVISION	02
3	17.12.2004	DESIGN/REVISION	03

DECORATION LEGEND

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STACK

427 Nelson Street Auckland 1010
 Tel: 09 308 8888
 Fax: 09 308 8889
 Email: info@stack.co.nz
 Website: www.stack.co.nz

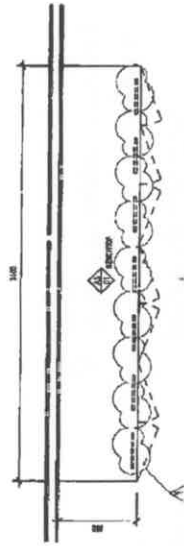
amplifon

PROJECT
AMPLIFON
LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

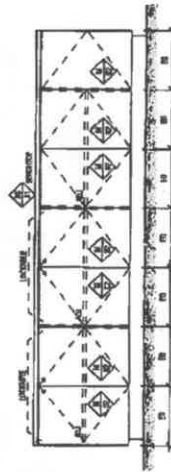
PROJECT TITLE
JUL06 & JUL07
BOARDROOM/TRAINING ROOM
CRENZEA

TITLE	REV	DATE	BY/CHKD	REMARKS
JUL06 & JUL07	01	14.12.2004	DESIGN/REVISION	01
JUL06 & JUL07	02	15.12.2004	DESIGN/REVISION	02
JUL06 & JUL07	03	17.12.2004	DESIGN/REVISION	03

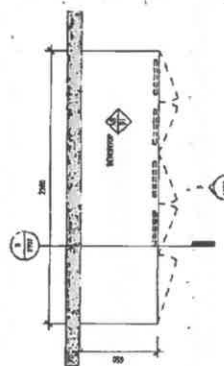
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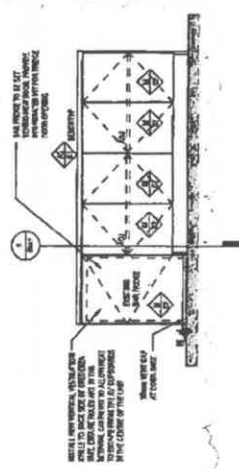
2 JUL07 TRAINING ROOM CRENZEA - PLAN
 Scale: 1:20



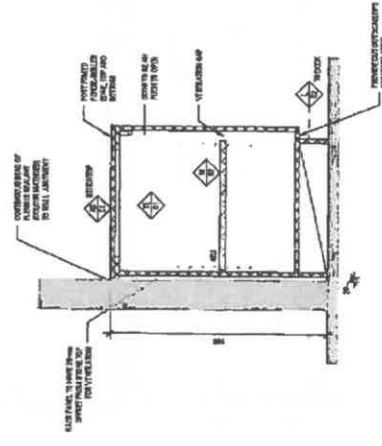
4 JUL07 CRENZEA - ELEVATION
 Scale: 1:20



1 JUL06 BOARDROOM CRENZEA - PLAN
 Scale: 1:20



3 JUL06 CRENZEA - ELEVATION
 Scale: 1:20



5 TYPICAL CRENZEA DETAIL
 Scale: 1:10

	AGE	DATE	REMARKS	NO. OF BIRDS
1	9	06.10.78	THE BROADWAY	CE
2	10	06.10.78	BROADWAY	CE
3	11	04.11.78	THE COASTLINE	C

[illegible][illegible]

1003

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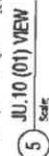
LEVEL 2 AGN BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

1998

U. 10 FT BUILD STORE JOINERY

DATE	6/28
TIME	10:00
LOCATION	6128
DESCRIPTION	6128
REMARKS	6128
DATE	6/28
TIME	10:00
LOCATION	6128
DESCRIPTION	6128
REMARKS	6128
















www.stack.com



DETAILS AS PER DWG. 500M

NOTE: ALLOW TO
RESMOCALLY RETRAIT

REV	DATE	DESCRIPTION	BOOKED BY
A	06.06.2016	FOR PAYROLL/ANALYSIS	CK
B	06.06.2016	SETTLED FOR PAYROLL	CK

DECORATION LEGEND	
KEY	TYPE
	SOLID BLACK COLOR
	NO OR WHITE FINISH IN ALL SURFACING
	PROPOSED SURF TO REMAIN EXIST. UNCHANGED
	GLASS PANEL - REFER TO FINISH SCHEDULE
	PAINT FINISH
	NEW FINISH TO REMAIN TO BEGRAD TYPE
	NEW FINISH TO REMAIN - "N" FIN
	EXIST FINISH TO REMAIN TO BEGRAD TYPE FINISH
	EXIST FINISH TO REMAIN TO BEGRAD TYPE
	EXIST FINISH TO REMAIN TO BEGRAD TYPE
	EXIST FINISH TO REMAIN TO BEGRAD TYPE
	EXIST FINISH TO REMAIN TO BEGRAD TYPE
	EXIST FINISH TO REMAIN TO BEGRAD TYPE
	EXIST FINISH TO REMAIN TO BEGRAD TYPE
	EXIST FINISH TO REMAIN TO BEGRAD TYPE

1. CONSIDER THE FOLLOWING THREE PRICES IN YOUR CALCULATION OF INFLATION:
a. The price of a new car.
b. The price of a new house.
c. The price of a new computer.
2. INFLATION IS THE PERCENTAGE CHANGE IN THE PRICE OF A BASKET OF GOODS AND SERVICES.
3. INFLATION IS THE PERCENTAGE CHANGE IN THE PRICE OF A BASKET OF GOODS AND SERVICES.
4. INFLATION IS THE PERCENTAGE CHANGE IN THE PRICE OF A BASKET OF GOODS AND SERVICES.
5. INFLATION IS THE PERCENTAGE CHANGE IN THE PRICE OF A BASKET OF GOODS AND SERVICES.
6. INFLATION IS THE PERCENTAGE CHANGE IN THE PRICE OF A BASKET OF GOODS AND SERVICES.
7. INFLATION IS THE PERCENTAGE CHANGE IN THE PRICE OF A BASKET OF GOODS AND SERVICES.
8. INFLATION IS THE PERCENTAGE CHANGE IN THE PRICE OF A BASKET OF GOODS AND SERVICES.
9. INFLATION IS THE PERCENTAGE CHANGE IN THE PRICE OF A BASKET OF GOODS AND SERVICES.
10. INFLATION IS THE PERCENTAGE CHANGE IN THE PRICE OF A BASKET OF GOODS AND SERVICES.

STACK

QUESTIONS? VISIT US AT WWW.DOWCORPORATION.COM

Q1: Where does Dow Chemical sell its products?
A: We sell our products in more than 100 countries.
Q2: How can I learn more about Dow Chemical?
A: Visit our website at www.dow.com or call 1-800-421-9293.

Q3: How can I learn more about Dow Chemical's products?
A: Visit our website at www.dow.com or call 1-800-421-9293.

Q4: How can I learn more about Dow Chemical's services?
A: Visit our website at www.dow.com or call 1-800-421-9293.

Q5: How can I learn more about Dow Chemical's people?
A: Visit our website at www.dow.com or call 1-800-421-9293.

Q6: How can I learn more about Dow Chemical's history?
A: Visit our website at www.dow.com or call 1-800-421-9293.

Q7: How can I learn more about Dow Chemical's future?
A: Visit our website at www.dow.com or call 1-800-421-9293.

Q8: How can I learn more about Dow Chemical's products and services?
A: Visit our website at www.dow.com or call 1-800-421-9293.

Q9: How can I learn more about Dow Chemical's people and services?
A: Visit our website at www.dow.com or call 1-800-421-9293.

Q10: How can I learn more about Dow Chemical's history and future?
A: Visit our website at www.dow.com or call 1-800-421-9293.

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13

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LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

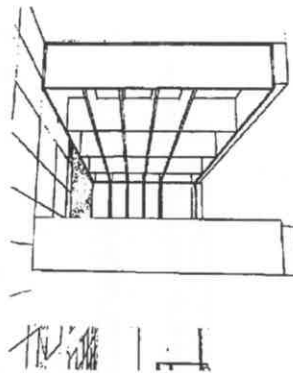
THE JOURNAL

JUL 12 DISPATCH STORE JOINERY

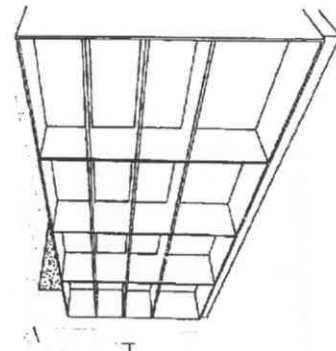
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www.stock.co.nz

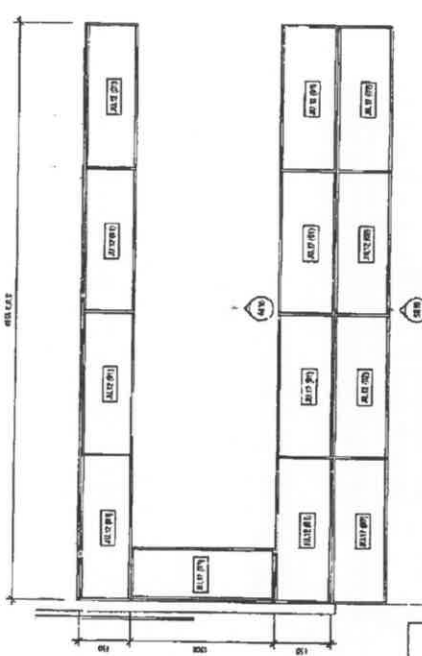
NOTE: ALLOW TO
RESIDUALLY RETRAIN



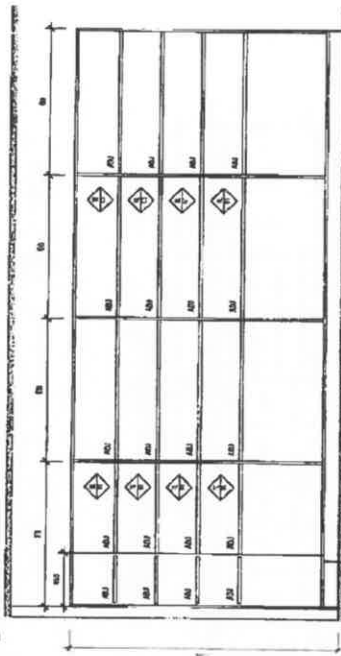
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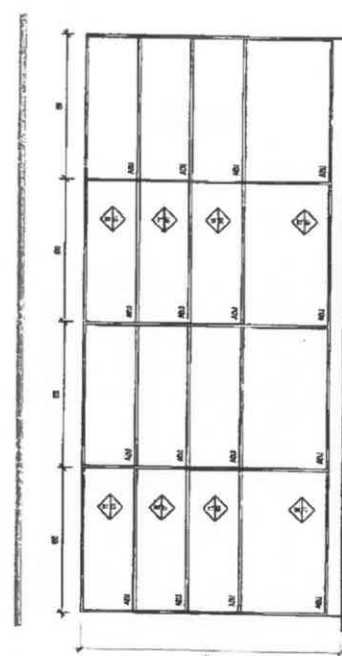
5



1 JUL.12 DISPATCH STORE JOINERY - PLAN
Scale: 1:30



2 JU.12 (01) DISPATCH STORE JOINERY - ELEVATION



3 JUL 12 (02) DISPATCH DTCORE JOINERY - ELEVATION

REC.	DATE	DESCRIPTION	POSTING
1	01.10.2018	FOR INFORMATION	CR
2	15.10.2018	ISSUED FOR PURCHASE	CR
3	17.10.2018	ISSUED FOR PURCHASE	CR
4	21.10.2018	ISSUED FOR PURCHASE	CR
5	04.11.2018	FOR CLOSING FOR	CR

[illegible][illegible]

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WARD

LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

NAME

U.13 PACKING BENCH JOINERY

DATE	DESCRIPTION	AMOUNT
10/1/98	10/1/98	10/1/98
10/2/98	10/2/98	10/2/98
10/3/98	10/3/98	10/3/98
10/4/98	10/4/98	10/4/98
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10/7/98	10/7/98	10/7/98
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7/22/99	7/22/99	7/22/99
7/23/99	7/23/99	7/23/99
7/24/99	7/24/99	7/24/99
7/25/99	7/25/99	7/25/99
7/26/99	7/26/99	7/26/99
7/27/99	7/27/99	7/27/99
7/28/99	7/28/99	7/28/99
7/29/99	7/29/99	7/29/99
7/30/99	7/30/99	7/30/99
7/31/99	7/31/99	7/31/99
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8/3/99	8/3/99	8/3/99

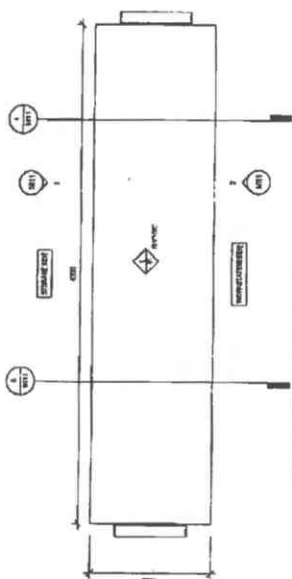
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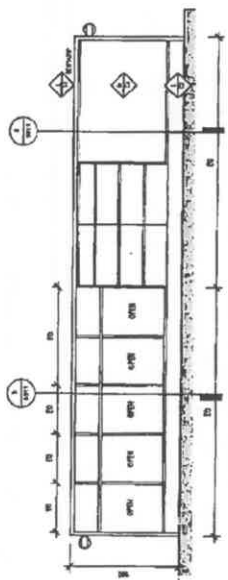
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www.suck.co.nz

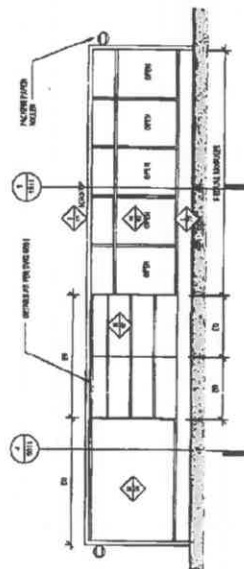
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1998



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11010

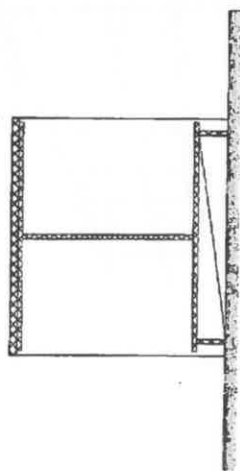
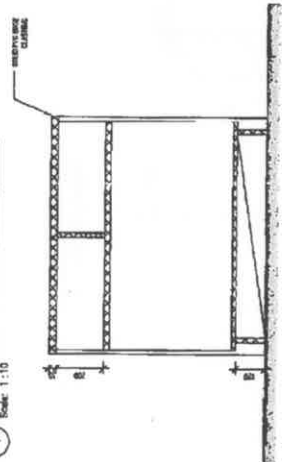
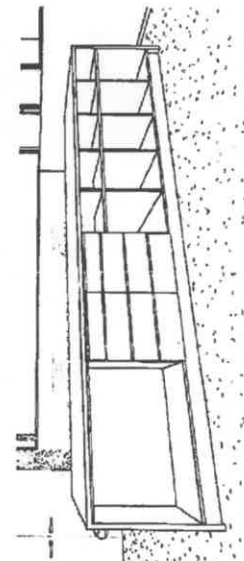
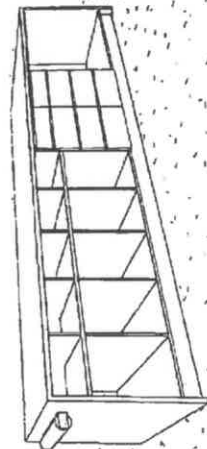


Table 4-10



20,100


$$\frac{1}{7}$$


DATE	TIME	LOCATION	BY

[illegible]

STACK

[illegible]

companion

100

LEVEL 2 AON BUILDING
FRED THOMAS DRIVE
CHICAGO AND

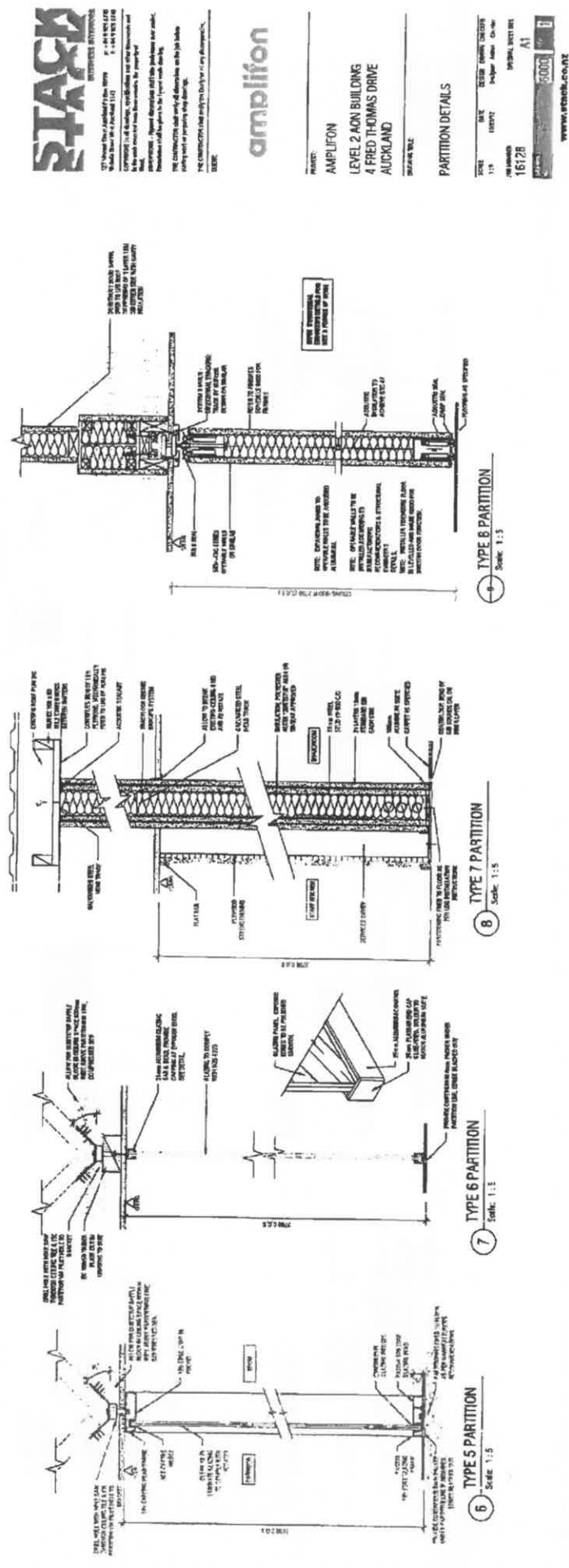
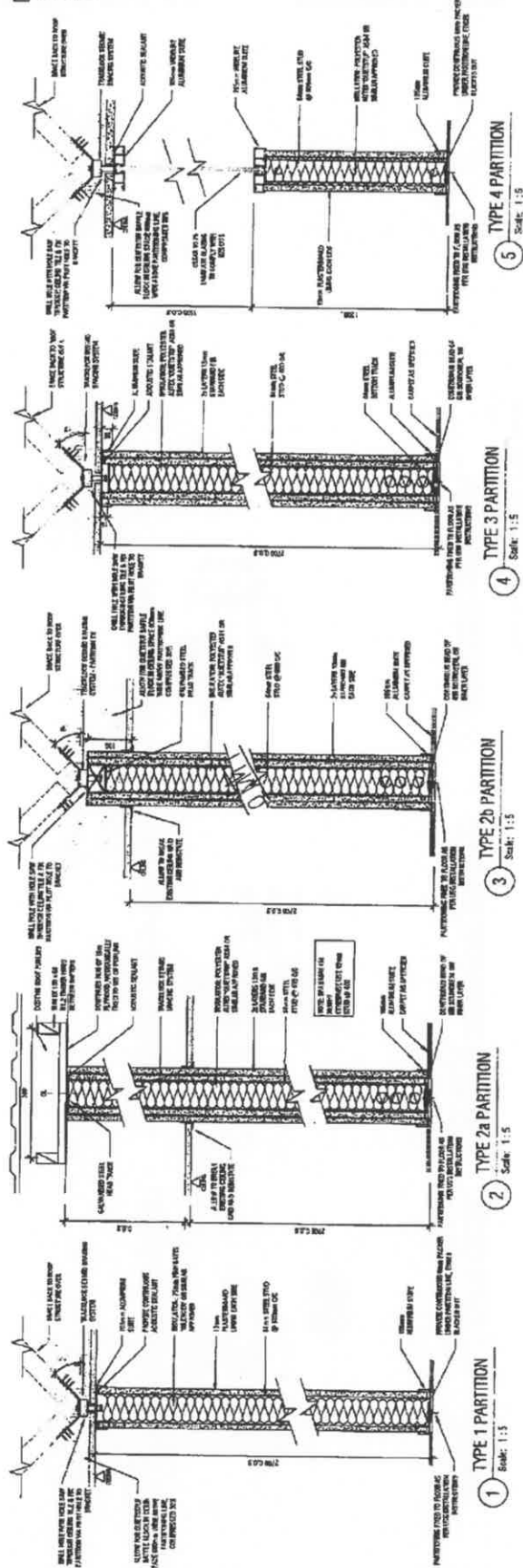
THE BIBLE

JUL. 16 & JUL. 17 FEATURE
SCREENS[illegible]

www.stuck.co.nz

FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	REVISION
1		REVISION	1
2		REVISION	2
3		REVISION	3
4		REVISION	4
5		REVISION	5
6		REVISION	6
7		REVISION	7
8		REVISION	8
9		REVISION	9
10		REVISION	10



STACK

127 Mount Road Auckland 1102
09 251 1111
www.stack.co.nz

Stack is a leading provider of building materials and construction services. We are committed to providing high quality products and services to our customers. Our products are made from sustainable materials and are designed to be energy efficient. We are also committed to providing excellent customer service and support.

amplifon

127 Mount Road Auckland 1102
09 251 1111
www.amplifon.co.nz

Amplifon is a leading provider of building materials and construction services. We are committed to providing high quality products and services to our customers. Our products are made from sustainable materials and are designed to be energy efficient. We are also committed to providing excellent customer service and support.

PROJECT:
AMPLIFON
LEVEL 2 AON BUILDING
4 FRED THOMAS DRIVE
AUCKLAND

DATE:
16/12/2018

SCALE:
1:5

REVISION:
1

DESIGNER:
Stack

CONTRACTOR:
Amplifon

PROJECT NO.:
16128

PROJECT NAME:
Level 2 Aon Building

PROJECT LOCATION:
4 Fred Thomas Drive, Auckland

PROJECT TYPE:
Office Building

PROJECT STATUS:
In Progress

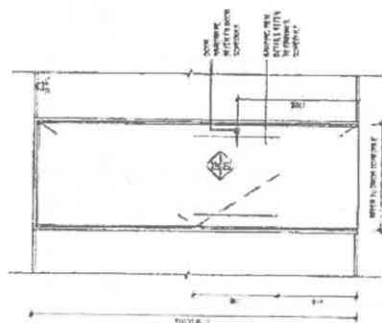
PROJECT CONTACT:
Stack

PROJECT PHONE:
09 251 1111

PROJECT EMAIL:
info@stack.co.nz

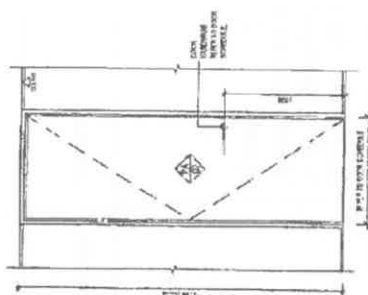
PROJECT WEBSITE:
www.stack.co.nz

REV.	DATE	DESCRIPTION	AMOUNT	TYPE
1	12/01/2018	DEPOSIT FROM BANK	1000.00	CC
2	01/01/2019	DEPOSIT FROM BANK	1000.00	CC
3	01/01/2019	DEPOSIT FROM BANK	1000.00	CC
4	01/01/2019	DEPOSIT FROM BANK	1000.00	CC
5	01/01/2019	DEPOSIT FROM BANK	1000.00	CC



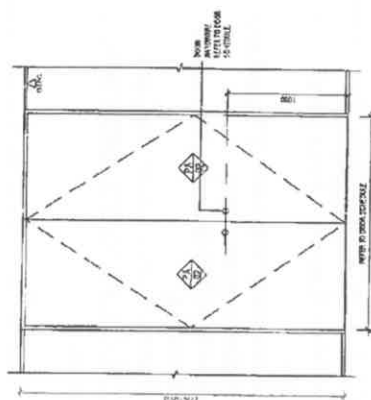
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DOOR TYPE 1
Scale: 1:20

DOOR TYPE NO. 1	ALUMINUM FRAMED GLAZED DOOR									
DOOR NUMBERS	DM 11	DM 12	DM 13	DM 14	DM 15	DM 16	DM 17	DM 18	DM 19	DM 20



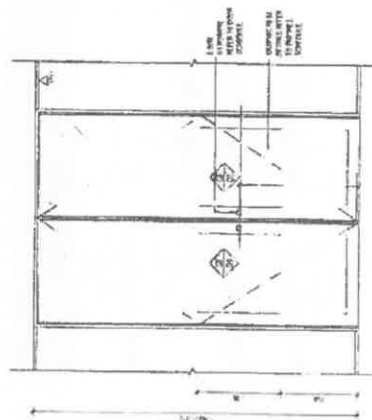
2 DOOR TYPE 2
Scale: 1:20

DOOR TYPE NO. 1	TYPICAL DOOR, SOLID CORE
DOOR NUMBERS	<div> <div>DR 1.1</div> <div>DR 1.2</div> <div>DR 1.3</div> </div>



DOOR TYPE 3

DOOR TYPE NO. 1	DOUBLE SAVING DOOR, SOLID CORE
DOOR NUMBERS	ENV



4 DOOR TYPE 4
Scale: 1:20

DOOR TYPE NO. 1	ALUMINUM FINISHED DOUBLE GLAZED DOOR
DOOR NUMBERS:	0015

Stats

[illegible]

million

INVESTMENT

LEVEL 2 AON BUILDING
FRED THOMAS DRIVE
AUCKLAND

1000

DOOR ELEVATIONS

DATE	TIME	NAME	ADDRESS	CITY	STATE	ZIP
12/12/71	12:00 PM	Mr. J. H. Smith	1234 Main St.	Springfield	MA	01102

www.stock.co.nz

Project: AMPLIFON
Address: LEVEL 2, AON BUILDING
 4 FRED THOMAS DRIVE, AUCKLAND
Amendment: 3

Job No.: 16128
Date: 02.11.2016
Reason: ISSUED FOR CONSTRUCTION

Amdt	Code	Item	Supplier	Specification	Colour/Finish
FLOORING					
C	CA-01	General carpet	Premium Flooring -Supplied By Land Lord	Vandal	Roust About 983
C	CA-02	General carpet	Premium Flooring -Supplied By Land Lord	Vandal	Leather Jacket 999
A	CP-01	Polished Concrete Floor	Contractor to allow for a 1 metre sq sample of the finished polished floor for approval	Grind smooth existing concrete floor. Clean off floor & ensure it is in a sound condition. Fill all holes/cracks with a non shrink polymer grout (colour to match floor). Proceed with a P180 diamond grit sandpaper to make smooth. Apply 3 coats of Uracryl water based non yellowing clear urethane and allow to cure.	Clear satin Finish Resene Uracryl 404
A	V-02	Anti-static vinyl to Comms Room	Jacobsen	Granite SD	#713 (Black)

127 Vincent Street CBD
 PO Box 90220
 Victoria St West
 1142 Auckland
 P: + 64 9 909 0745

FINISHES SCHEDULE 8000

DECORATIONS					
A	PA-01	General Paint To all new and existing plasterboard walls, spandrels and ceiling's unless noted otherwise.	Resene	Resene Zylone Alternative paint systems suitable for commercial use may be recommended for Stacks approval.	Resene Black/White Finish: low sheen
A	PA-02	Door Paint New doors and timber trim as noted	Resene	Resene Enamacryl	Resene Black/White to match wall Finish: low sheen Data Sheet: D309a Apply with a fine roller.
B	PC-01	Powder Coat Finish to aluminium partitioning and skirting's as shown on elevations & details	Dulux Powder Coatings	Dulux Mannex Powder Coating approved	Dulux Mannex Powder Coating Colour: Mannex Black
2	GF-01	Graphic Film	3M or similar	1000mm high band of continuous film set at 750mm above finished floor level. Solid Film with gradient colour change. Design to be confirmed by designer with signage contractor. Refer to attached A4 document Refer to dwg 4000	Image to be supplied
2	GF-02	Graphic Film Wall Vinyl	3M or similar	Refer to dwg 4000 & 4001 & 5001	3M Dusted Crystals to full extents of glazing
2	GF-03	Graphic Film	3M or similar	1000mm high band of continuous film set at 750mm above finished floor level. Solid Film with gradient colour change. Design to be confirmed by designer with signage contractor. Refer to attached A4 document	Image to be supplied & 3M Dusted Crystals to part of top and bottom

FINISHES SCHEDULE 8000

2					With additional 300mm high band on top and bottom (dusted crystal film) Refer to dwg 4000			
	GF-04	Graphic Film Wall Vinyl		3M or similar	100mm high band of continuous film set at 1100mm above finished floor level. Refer to dwg 4000		3M Dusted Crystals to full extents of glazing	
E	AU-01	Operable Pinboard Finish		Autex	Composition board pinable wall surface		Colour: Silver	
Deleted	AU-02	Operable Pinboard Finish		Autex	Composition board pinable wall surface		Colour: Myst	
A	WB-01	Operable Wall Whiteboard			White board finish to centre 3x panel sections of operable wall. White board both faces and set at 600mm AFFL to bottom edge, and 1500mm high. Balance of panels above and below whiteboard to be Autex Composition board pinable wall surface finished in Colour: T.B.C			
KITCHEN JOINERY								
A	M-01	Kitchen cabinetry doors		Laminex	Meltaca - Low Pressure Laminate		Colour: Sublime Teak Finish: Natural	
D	AS-01	Kitchen bench top		Gunnersons	Corian or Similar		Colour: Everest	
E	L-02	High pressure laminate to Kitchen Island Bench		Laminex	Laminex 295		Colour: Fresh Snow Finish: Spark Finish	
A	L-01	High pressure laminate toe kick		Laminex	Laminex 461		Colour: Charcoal Finish: Natural Finish	

FINISHES SCHEDULE 8000

A	SB-01	Back painted splashback	Graphic Glass Auckland		Colour: Galaxy SPF
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UTILITY JOINERY					
E	M-02	Cabinetry doors	Laminex	Melteca - Low Pressure Laminate	Colour: Seasoned Oak Finish: Puregrain
A	L-01	High pressure laminate toe kick	Laminex	Laminex 461	Colour: Charcoal Finish: Natural Finish
E	L-02	High pressure laminate to Bench top	Laminex	Laminex 295	Colour: Fresh Snow Finish: Spark Finish

Project: AMPLIFON **Job No.:** 16128
Address: Level 2, AON BUILDING **Date:** 02 Nov 2016
Amendment: 2 **04.11.2016** **Reason:** ISSUED FOR CONSTRUCTION

DOOR NO.	LOCATION	DOOR TYPE	FRAME		DOOR				HARDWARE					NOTES
			TYPE	FIN	TYPE	FIN	LEAF SIZE	VISION PANEL	HINGES	LOCK	SECURITY CONTROLS	FURNITURE	CLOSER	
D.01	Meet	1	A	PC	G	G w/ GF	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Framed Glass Door - 100mm Frame to door. RP98si to bottom of door RP47si to head and jambs.
D.02	Meet	1	A	PC	G	G w/ GF	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Framed Glass Door - 100mm Frame to door. RP98si to bottom of door RP47si to head and jambs.
D.03	Staff Café / Breakout	4	A	PC	G	G w/ GF	2 x 860 x full height (C.O.S.)	-	✓	✓	-	2 x L/L x1 , 2 x DF	✓	Framed Glass Door - 100mm Frame to door. Provide overhead closer to suit with 90degrees head open function Card swipe access - paddle electromagnetic lock monitored.

DOOR SCHEDULE 8001

DOOR NO	LOCATION	DOOR TYPE	FRAME		DOOR				HARDWARE					NOTES
			TYPE	FIN	TYPE	FIN	LEAF SIZE	VISION PANEL	HINGES	LOCK	SECURITY CONTROLS	FURNITURE	CLOSER	
D.04	Board Room	1	A	PC	G	G w/ GF	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Framed Glass Door - 100mm Frame to door. RP99si to bottom of door RP47si to head and jambs.
D.05	Meet	1	A	PC	G	G w/ GF	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Framed Glass Door - 100mm Frame to door.
D.06	Meet	1	A	PC	G	G w/ GF	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Framed Glass Door - 100mm Frame to door.
D.07	Training Room	1	A	PC	G	G w/ GF	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Framed Glass Door - 100mm Frame to door. RP99si to bottom of door RP47si to head and jambs.
D.08	Office	1	A	PC	G	G w/ GF	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Framed Glass Door - 100mm Frame to door.
D.09	Office	1	A	PC	G	G w/ GF	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Framed Glass Door - 100mm Frame to door.
D.10	Finance Store	2	A	PC	SC	P	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Door to have acoustic seals
D.11	First Aid	2	A	PC	SC	P	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Door to have acoustic seals
D.12	Meet	1	A	PC	G	G w/ GF	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Framed Glass Door - 100mm Frame to door.
D.13	Meet	1	A	PC	G	G w/ GF	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Framed Glass Door - 100mm Frame to door.

DOOR SCHEDULE 8001

DOOR NO.	LOCATION	DOOR TYPE	FRAME		DOOR				HARDWARE					NOTES
			TYPE	FIN	TYPE	FIN	LEAF SIZE	VISION PANEL	HINGES	LOCK	SECURITY CONTROLS	FURNITURE	CLOSER	
D.14	Dispatch	2	A	PC	SC	P	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Door to have acoustic seals RP99si to bottom of door RP47si to head and jambs.
D.15	Contact Centre	1	A	PC	G	G w/ GF	860 x full height (C.O.S.)	-	✓	✓	-	L/L x1 , DF	✓	Door to have acoustic seals Provide overhead closer to suit with 90degree head open function Card swipe access – paddle electromagnetic lock monitored.
D.16	Meet	1	A	PC	G	G w/ GF	860 x full height (C.O.S.)	-	✓	-	-	L/L x1 , DF	-	Framed Glass Door - 100mm Frame to door.
D.17	Dispatch	3	A	PC	SC	P	2 x 860 x full height (C.O.S.)	-	✓	✓	-	2 x L/L x1 , 2 x DF	-	Door to have acoustic seals Card swipe access – paddle electromagnetic lock monitored.
D.18	Comms	2	A	PC	SC	P	860 x full height (C.O.S.)	-	✓	✓	-	L/L x1 , DF, DL	✓	Door to have acoustic seals Provide overhead closer to suit with 90degree head open function

Notes

1. All new doors to be undercut at bottom 20mm max to suit ventilation requirements - except for door with acoustic/Fire seals.
2. New Doors to have Lockwood latches or locks & to be Master Keyed

DOOR SCHEDULE 8001



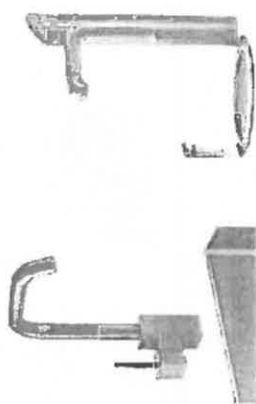
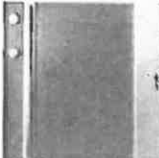
CODES:

3.	DE	Existing door to be retain. Reuse door handle & Lock. Repaint
4.	DN	New Door.
5.	L/L	LEVER & Latch – Refer to fixture and fittings schedule 8002.
6.	L	Lock - Classroom & office Locking/latching latch Lockwood Cylinder Mortice Lock & separate Rose Escutcheon for Lock
7.	L/P	Hinges – Loose Pin 4 per leaf
8.	HC	Hollow core door
9.	SC	Solid core door
10.	DF	Door Stop – Floor mounted. Refer to fitting schedule 8002
11.	ET	Existing timber frame - Painted
12.	A	Aluminium Frame
13.	AN	Anodized – For colour refer Finishes Schedule 8000
14.	P	Paint finish – PA-02 refer Finishes Schedule 8000
15.	DC	Door Closer to be Dorma TS 97 with dual stage action or similar. NOTE TO SUIT ALUMINIUM DOOR HEAD DETAIL / DEPTH.
16.	PH	Pull handle - Refer to fixture and fittings schedule 8002.
17.	GF	Graphic Film – Refer Finishes Schedule 8000.
18.	PC	Powder Coating – Refer to Finishes Schedule 8000
19.	DL	Digital Lock. Refer to Fitting Schedule 8002





Reason: ISSUED FOR CONSTRUCTION

127 Vincent Street CBD
PO Box 90220
Victoria St West
1142 Auckland
P: + 64 9 909 0745


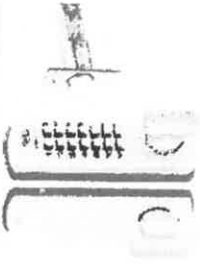
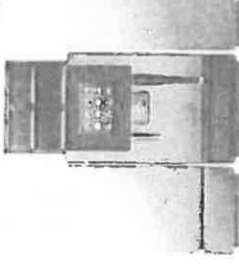
FITTINGS SCHEDULE 8002

Amdt	Item	Description	Supplier	QTY	Image
A	Sink	UBSH-830LD Sergio Urbane Handmade Single Bowl and LH Drainer DIMENSIONS: Overall: 830 x 450mm Bowl: 400 x 400 x 200mm UNDERMOUNT INSTALLATION	Cabro	2	
A	Dishwasher	Fisher & Paykel Double DishDrawer DD60DCX7 Finish: EZKleen Stainless Steel		2	
A	Hot Water Unit	Zenith Hydrotap G4 4-In-One HT1924Z3 (Cube Mixer, Matte Black) Include font kit & extension for Hydrotap in black -- 90915Z3 Requires 2x 10amp power outlets ORDER EARLY -- 6 WEEK LEAD TIME	Mico	1	
A	Oven	Fisher & Paykel 60cm 7-Function Built-in Oven OB60SL7DEX1 Requires 1x 14amp power outlet		1	

FITTINGS SCHEDULE 8002

A	Rubbish Bins	Hideaway KK8D (Door pull, 1x 50litre bucket) 340 w x 625 h x 417 d		1	
A	Cabinetry Handles	Mardeco 4530 Armino Cabinet Handles Extrusion Powdercoated Black	Sopers Macindoe		
A	Door Handle	Vision by Dorma 888-12 MDZ 888 12 BC Finish: Satin Chrome TO ALL SOLID DOOR	Sopers Macindoe		
A	Door Handle	Vision by Dorma 888-12 MDZ 888 12 BC Finish: Black TO ALL ALUMINUM FRAMED GLAZING DOOR	Sopers Macindoe		

FITTINGS SCHEDULE 8002

1	Door Stop	Door Stop – all doors Devon 208 60	Sopers		
1	Digi Locker	Lockwood DGT 530 Part Number: LW DGT 530 PB	Sopers	1	
1	Existing Coffee Machine	Franke A600 Coffee Machine (Existing) For installation, please refer to attached A4 installation guide.		1	

Dated

Between

FRED THOMAS DRIVE INVESTMENTS LIMITED

Landlord

and

AMPLIFON NZ LIMITED

Tenant

and

~~Guarantor~~

DEED OF LEASE

General address of the premises:

4 Fred Thomas Drive, Takapuna (forming part of 2, 3 and 4 Fred Thomas Drive).

Keegan Alexander

BANK GUARANTEE – Relating to an Agreement to Lease and Lease of premises at Part Level 2, 4 Fred Thomas Drive

To: Fred Thomas Drive Investments Limited (company number 3197268) and its successors and assigns as landlord pursuant to the Lease as defined in clause 1 below (the "Landlord")

For: Amplifon NZ Limited (company number 2115874) as tenant pursuant to the Lease as defined in clause 1 below (the "Tenant")

1. Bank of New Zealand ("the Bank") asks the Landlord to accept this undertaking in connection with an agreement to lease dated 22 November 2016 made between the Landlord and the Tenant and the lease to be granted to the Tenant by the Landlord pursuant to such agreement in respect of premises at Part Level 2, 4 Fred Thomas Drive, Takapuna as is more particularly described in the agreement and the lease (together the "Lease")

2. In consideration of the Landlord accepting this undertaking, the Bank undertakes unconditionally and irrevocably to pay the Landlord on written demand from time to time any sum or sums to a maximum aggregate amount not exceeding **NZD\$288,123.00** (the "Aggregate Amount"). Such demand must be in writing signed by a duly authorised officer of the Landlord and made by the Landlord prior to the date which is the later of three (3) months after the final expiry date of the Lease and 30 April 2032 (the "Expiry Date") and delivered to:

Bank of New Zealand
Level 6
80 Queen Street
Auckland
Attention: Facility Management Unit

3. Provided written demand is made prior to the Expiry Date, the Bank will pay the Aggregate Amount or any parts of it to the Landlord on demand without reference to the Tenant and even if the Tenant has given the Bank notice not to pay the money, provided the Landlord confirms in writing to the Bank at the time of making such demand that the Tenant is in default under the Lease and the amount demanded is to remedy such default.

4. Any alterations to the Lease or any extensions of time or any other forbearance by the Landlord or Tenant will not impair or discharge the Bank's liability under this undertaking.

5. This undertaking remains in force until the earliest of the following events occurs:

(a) the Landlord notifies the Bank in writing that the undertaking is no longer required; or


(b) the Bank has paid the Aggregate Amount or the balance outstanding to the Landlord; or


(c) such earlier date as may be agreed in writing by the Bank and the Landlord, but without any obligation on the Landlord to do so: or

- (d) the Expiry Date; or
- (e) assignment of the Lease by the Tenant with the Landlord's consent.
6. Notwithstanding anything stated in this undertaking, the Bank has the right at any time to pay to the Landlord the Aggregate Amount or the balance outstanding, or any lesser amount that the Landlord may require and specify and thereby the liability of the Bank pursuant to this undertaking shall immediately cease and determine.
7. This undertaking is governed by and construed in accordance with the laws of New Zealand.

DATED at Auckland this 28th November 2016

EXECUTED by
Bank of New Zealand
By its duly appointed attorney:


Signature of Attorney


Signature of Attorney

PAUL SULLIVANT
Name of Attorney

Darryl Richard Follows
Name of Attorney

In the presence of:



Witness Name: Leighton Leslie Morris

Occupation: Banker

Address: Auckland

The terms and conditions of this Guarantee are consented to and approved by [the Tenant].

SIGNED for and on behalf of
[the Tenant]
in the presence of

) 
) Director


Director/Authorised
Signatory


Witness signature

Diane Swain
Full name

Auckland
Address

Chartered Accountant
Occupation



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, **Paul Rochfort Bullivant**, Client Director
and **Darryl Richard Follows**, Associate Director
both of Auckland, New Zealand, Bank Officers, certify:

1. That by deed dated 8 May 2015, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed us its attorneys.
2. A copy of the deed is deposited with Land Information New Zealand under number PA 10097085.1.
3. That we have not received notice of any event revoking the power of attorney.

SIGNED at Auckland this 28th day of November 2016


Paul Rochfort Bullivant

SIGNED at Auckland this 28th day of November 2016


Darryl Richard Follows

