



View Instrument Details

Instrument No	9998819.1
Status	Registered
Date & Time Lodged	12 March 2015 16:32
Lodged By	Christie, Jean Nichola Cuningham
Instrument Type	Application to Bring Land under the Land Transfer Act 1952



Affected Computer Registers	Land District
NA636/221	North Auckland

Annexure Schedule: Contains 124 Pages.

Signature

Signed by Jean Nichola Cuningham Christie as Applicant Representative on 26/04/2017 09:16 AM

*** End of Report ***

Land Transfer Regulations 2002 Form 22

APPLICATION FOR CERTIFICATE OF TITLE ON GROUND OF POSSESSION

Section 3, Land Transfer Amendment Act 1963

Barcode

Land registration District: North Auckland

Certificate of Title NA 636/221 being 8 m² lots 3 and 4 DP 22145.

Applicant and Address for service of notices

Kent Street Holdings Ltd

c/-Rainey Collins Wright lawyers, Level 1 Princes Court, 2 Princes Street,
Auckland 1040

Name and full address of registered proprietor

Kent's Bakeries Limited (Struck off the New Zealand Companies Register)

Name and full address of any other person to be served with notice of application

Pamela Susan Austin, Ronald Spencer Jamerson and Anthony Clive Sandlant
c/- Hesketh Henry lawyers, PwC Tower, 188 Quay Street, Auckland 1010

Application


The Applicant applies to the Registrar for the issue to the Applicant of a Certificate of Title under the Land Transfer Act 1952 for an estate in fee simple in the land described above,


On the ground that the Applicant has been in continuous possession, within the meaning in section 3, of the Land Transfer Amendment Act 1963, of the land described above for a continuous period of 35 years from 11 September 1981 to the date of this application.

And on the further ground that the Secretary of the Treasury, for and on behalf of Her Majesty The Queen, has disclaimed for and on behalf of Her Majesty by way of a Notice of Disclaimer attached hereto dated 14 June 2009 as advertised in the New Zealand Gazette No 90 on 18 June 2009.

And on the further grounds contained in the 3 declarations of James Pierce Brown and the declarations of Stephen Warwick Kent, Chen - Chia Shih and Simon Rowntree attached hereto.

Dated this 15th day of September 2016


Solicitor for the Applicant
WF WRIGHT


Correct for the purposes of the Land Transfer Act 1952
JNC CHRISTIE

Particulars of Possession**1. Period of personal possession**

4 years (since 31 August 2012).

2. Periods of prior possession claimed and Manner of Occupation

- a. Kent Street Holdings Limited is the registered proprietor of the land and buildings bounded by York Street, Kent Street and Osborne Street Newmarket Auckland comprised of 2069 m2 being Lot 1 and Lot 2 DP 22146 CT NA 630/44, and 318 m2 Allotment 15 Section 6 Suburbs of Auckland CT NA582/88.
- b. One Brick Building occupies the land in Lot 1 DP 22146 CT NA 630/44 and Lots 3 and Lot 4 DP 22145 CT NA 636/221, the title the subject of this Application. The Brick Building is principally located within Lot 1 DP 22146. A small part of the building's fabric comprised of a brick wall is located within Lot 4 DP 22145. A small room bounded by a continuation of the brick wall is located within Lot 3 DP 22145.
- c. The Brick Building including its fabric within lots 3 and 4 DP 22145 is in the possession of Kent Street Holdings Limited.
- d. Kent's Bakeries Limited had possession of the Brick Building and was the registered proprietor of both CT NA 630/44 and NA 636/221 from the date of the issue of these 2 titles on 28 September 1931 and 31 May 1932 respectively. Kent's Bakeries Limited transferred ownership of CT NA 630/44 to Carrick Oliver of Newmarket, Potter and Margaret Rose Oliver on 11 September 1981 but failed to include NA 636/221 in the transfer.
- e. Possession of the Brick Building and accordingly consequentially possession of the land in CT NA636/221 since 11 September 1981 is evidenced by the ownership of the land in CT NA 630/44 and by local authority records.
 - i. On 11 September 1981 Kent's Bakeries Limited transferred ownership of CT NA 630/44 to Carrick Oliver of Newmarket, Potter and Margaret Rose Oliver.
 - ii. From 11 September 1981 to 27 August 1987 Carrick Oliver of Newmarket, Potter and Margaret Rose Oliver Limited were the registered proprietor of CT NA 630/44.
 - iii. From 27 August 1987 to 25 October 1990 Centrecourt Equity Investments Limited was the registered proprietor of CT NA 630/44.
 - iv. From 25 October 1990 to 3 September 2007 Suncern Properties (Khyber Pass) Limited was the registered proprietor of CT NA 630/44.

- v. From 3 September 2007 to 5 October 2007 Prime Property Holdings (NZ) Limited was the registered proprietor of CT NA 630/44.
- vi. From 5 October 2007 to 31 August 2012 Parly Acquisitions Limited was the registered proprietor of CT NA 630/44.
- vii. Kent Street Holdings Ltd has been the registered proprietor of CT NA 630/44 from 31 August 2012.

3. **Is land fenced?** No because it forms part of the fabric of the Brick Building.
4. **Have any payments by way of rent or otherwise been made or claimed?** Records suggest that the Brick Building has been tenanted since 1981. The local authority records indicate that the successive owners of CT NA 630/44 have paid the rates on the land in CT NA 636/221.

Evidence to support application

The following evidence supporting the claim accompanies this Application:

- a. **Purposes for which land has been used , and**
- b. **Improvements**
Evidence from James Pierce Brown a director of the Applicant following examination of local authority records as to the Purposes for which land has been used and the lack of Improvements or alterations to the fabric of the Brick Building within the Certificate of Title which is the subject of this Application. Further, that the registered proprietors of Lot 1 DP 22146 subsequent to Kent's Bakeries Limited because of their possession and occupation of the Brick Building have had continuous possession and occupation of the land within the Certificate of Title which is the subject of this Application.
- c. **Acknowledgement**
Kent's Bakeries Limited one of the applicant's predecessors in possession is registered as proprietor of Certificate of Title NA 636/221 being 8 m² lots 3 and 4 DP 22145. There is no information as to whether any other of the applicant's predecessors in possession acknowledged the title of the registered proprietor of the land.
- d. **Disability of registered proprietors**
Suncern Properties (Khyber Pass) Ltd has been removed from the Companies Register and no longer exists as a legal entity. Prime Property Holdings (NZ) Limited has been removed from the Companies Register and no longer exists as a legal entity. Centrecourt Equity Investments Limited has been removed from the Companies Register and no longer exists as a legal entity.

e. Statutory Declaration

- i. Declaration of Stephen Warwick Kent, a disinterested party, that the Brick Building remains the same today as it was in the 1970s:
- ii. Declaration of Chen - Chia Shih , a disinterested party, that the Brick Building remains the same today as it was in the 1990s and early 2000s.
- iii. Declaration of Simon Rowntree that the Brick Building remains the same today as it was between 2007 and 2012.

Statutory declaration

I, James Pierce Brown of Auckland, Company Director solemnly and sincerely declare that:

1. I am a director of Kent Street Holdings Ltd the applicant in the above application.
2. To the best of my knowledge and belief, all the statements made in the application are true and complete.
3. I am not in possession of any information not disclosed in the application, which would be adverse to the Registrar granting it.

And I make this declaration conscientiously believing the same to be true by virtue of the Oaths and Declarations Act 1957.

Declared at Auckland
this 15th day of Sept 2016
before me:



A Solicitor of the High Court of New Zealand

J. Nicholas C. Christie
Solicitor
Auckland

Departmental

Notice of Disclaimer Under Section 338(1) of the Companies Act 1955

In the matter of the Land Transfer Act 1952, and in the matter of section 338(1) of the Companies Act 1955, and in the matter of Kents Bakeries Limited:

Take notice that I, John Henry Whitehead, Secretary to the Treasury, pursuant to section 338(1) of the Companies Act 1955, hereby disclaim for and on behalf of Her Majesty The Queen, the reversionary interest of Her Majesty The Queen in the fee simple estate of 8 square metres, being on Lot 3-4, DP 22145 and comprised in Computer Freehold Register NA636/221 with the registered proprietor of that interest being Kents Bakeries Limited, a company removed from the Companies Register on or around 22 April 1991.

Dated at Wellington this 14th day of June 2009.

Signed by John Henry Whitehead, Secretary to the Treasury, for and on behalf of Her Majesty The Queen under delegations from the Minister of Finance under section 28 of the State Sector Act 1988:

JOHN HENRY WHITEHEAD, Secretary to the Treasury.

18

JUN
2009

Notice Number

2009-go5232

Page Number

2054

Issue Number

90

[View PDF](#)

Principal Edition, 18 June 2009.
PDF (715kb)

See page 2054

2054

NEW ZEALAND GAZETTE, No. 90

18 JUNE 2009

(2) The rate of Common Fund interest on each protection deposit associated with a particular private training establishment shall be that specified in Schedule 2 for the appropriate dollar range of the total of those deposits.

(3) The rate of Common Fund interest payable on investment deposits repayable at the end of a fixed term shall be that specified in Schedule 3 for the appropriate interest payment frequency, term and dollar range.

(4) Despite subparagraph (1), the rate of Common Fund interest payable on deposits made pursuant to an enactment shall be the rate (if any) specified in the enactment.

(5) Despite subparagraphs (1), (2) and (3), in particular cases or classes of case, Public Trust and the depositor may agree on a rate of interest payable on investment deposits, protection deposits or special deposits that is different from the rate specified in Schedules 1, 2, or 3 and the agreed rate then applies.

4. Revocation of notice and transitional provisions—

(1) The Public Trust Common Fund Interest Rates Notice 14 May 2009 is revoked.

(2) The rates of interest specified in Schedules 1 and 2 to this notice do not apply to any period that ends with 16 June 2009 but otherwise operate as from 17 June 2009.

(3) The rates of interest specified in Schedule 3 to this notice:

- (i) do not apply to investment deposits repayable at the end of a fixed term that commenced prior to 17 June 2009; but
- (ii) do apply to investment deposits repayable at the end of a fixed term that commenced on or after 17 June 2009.

Schedule 1

Rates of interest payable on deposits (other than investment deposits repayable at the end of fixed term or protection deposits)

	% p.a.
Agency deposits	1.70
Call deposits	0.75
Investment deposits at call	1.70
Special deposits (effective 15 June 2009)	2.56
Trust deposits	1.70

Schedule 2

Rates of interest payable on each protection deposit associated with a particular private training establishment

	% p.a.
Total deposits do not exceed \$350,000	1.30
Total deposits in range \$350,001 to \$1,000,000	1.80
Total deposits in range \$1,000,001 to \$3,000,000	2.20
Total deposits exceed \$3,000,001	2.80

Schedule 3

Rates of interest payable on investment deposits repayable at the end of a fixed term

Interest payable on maturity, monthly or quarterly

	\$5,000-\$9,999 % p.a.	\$10,000-\$49,999 % p.a.	\$50,000-\$249,999 % p.a.	\$250,000+ % p.a.
3 mths	2.50	3.20	3.20	3.20
6 mths	2.50	3.00	3.00	3.00

9 mths	2.50	3.00	3.00	3.00
1 yr	3.00	3.00	3.00	3.00
18 mths	3.00	3.25	3.25	3.25
24 mths	3.00	3.55	3.55	3.55
30 mths	3.00	3.85	3.85	3.85
36 mths	3.00	4.20	4.20	4.20
4 yrs	3.00	4.65	4.65	4.65
5 yrs	3.00	5.00	5.00	5.00

Interest payable monthly and quarterly

	\$20,000-\$49,999 % p.a.	\$50,000-\$249,999 % p.a.	\$250,000+ % p.a.
6 mths	3.00	3.00	3.00
9 mths	3.00	3.00	3.00
1 yr	3.00	3.00	3.00
18 mths	3.25	3.25	3.25
24 mths	3.55	3.55	3.55
30 mths	3.85	3.85	3.85
36 mths	4.20	4.20	4.20
4 yrs	4.65	4.65	4.65
5 yrs	5.00	5.00	5.00

Dated at Wellington this 16th day of June 2009.

GAYLENE TURBOTT, Secretary of the Pricing Committee,
Public Trust.

go5254

The Treasury

Companies Act 1955 Land Transfer Act 1952

Notice of Disclaimer Under Section 338(1) of the Companies Act 1955

In the matter of the Land Transfer Act 1952, and in the matter of section 338(1) of the Companies Act 1955, and in the matter of **Kents Bakeries Limited**:

Take notice that I, John Henry Whitehead, Secretary to the Treasury, pursuant to section 338(1) of the Companies Act 1955, hereby disclaim for and on behalf of Her Majesty The Queen, the reversionary interest of Her Majesty The Queen in the fee simple estate of 8 square metres, being on Lot 3-4, DP 22145 and comprised in Computer Freehold Register NA636/221 with the registered proprietor of that interest being **Kents Bakeries Limited**, a company removed from the Companies Register on or around 22 April 1991.

Dated at Wellington this 14th day of June 2009.

Signed by John Henry Whitehead, Secretary to the Treasury, for and on behalf of Her Majesty The Queen under delegations from the Minister of Finance under section 28 of the State Sector Act 1988:

JOHN HENRY WHITEHEAD, Secretary to the Treasury.

go5232

In the Matter of Land Transfer
Amendment Act 1963
And
Dealing 9998819

I, James Pierce Brown of Auckland, Company Director solemnly and sincerely declare that:

1. I am a director of Kent Street Holdings Limited, a company incorporated under the Companies Act 1993 of Auckland. I am duly authorised to make this declaration.
2. Kent Street Holdings Limited is the registered proprietor of the land and buildings bounded by York Street, Kent Street and Osborne Street Newmarket Auckland comprised of:
 - a. 2069 m² being Lot 1 and Lot 2 DP 22146 CT NA 630/44, and
 - b. 318 m² Allotment 15 Section 6 Suburbs of Auckland CT NA582/88.
3. **Lot 3 DP 22145 and Lot 4 DP 22145 CT NA 636/221 In the Possession of Kent Street Holdings Ltd**

Lot 1 DP 22146 CT NA 630/44 together with Lot 3 DP 22145 and Lot 4 DP 22145 CT NA 636/221 is occupied by one Brick Building.

 - a. The Brick Building is principally located within Lot 1 DP 22146.
 - b. A small part of the building's fabric comprised of a brick wall is located within Lot 4 DP 22145.
 - c. A small room bounded by a continuation of the brick wall is located within Lot 3 DP 22145.
 - d. The Brick Building including its fabric within lots 3 and 4 DP 22145 is in the possession of Kent Street Holdings Limited.
4. I have viewed correspondence provided by Land Information New Zealand relating to the late 1920s Application No 7876 to bring Lots 3 and 4 DP 22145 under the provisions of the Land Transfer Act.
 - a. It is apparent that there was an encroachment of the Brick Building and lots 3 and 4 are comprised of the encroachment.
 - b. I attach correspondence marked with the letter "A" which evidences the intention that certificates of title NACT 630/44 and NACT 636/221 were to be amalgamated. The amalgamation of these 2 titles did not eventuate.
5. **Possession of Brick Building Comprised of CT NA 630/44 and CT NA 636/221**

Kent's Bakeries Limited had possession of the Brick Building and was the registered proprietor of both CT NA 630/44 and NA 636/221 from the date of the issue of these 2 titles on 28 September 1931 and 31 May 1932 respectively as is evidenced by the attached Land Transfer Act Notice published in the *Auckland Star* on 2 June 1931 attached and marked with the letter "B" through to 1981 when the property was sold by Kent's Bakeries Limited.

Handwritten signature/initials

- a. By Memorandum of Transfer 983806.1 registered on 11 September 1981 Kent's Bakeries Limited transferred ownership of CT NA 630/44 to Carrick Oliver of Newmarket Potter and Margaret Rose Oliver his wife.
- b. It is apparent that the failure of Kent's Bakeries Limited to transfer the land in CT NA636/221 together with the land in CT NA 630/44 so that both titles were in the one common ownership and thereby having all of the Brick Building continue in one ownership is as a result of human error.
- c. CT NA636/221 has remained registered in the name of Kent's Bakeries Limited.
- d. Kent's Bakeries Limited was removed from the Companies Register in 1991 and no longer exists as a legal entity.

6. Possession of Brick Building for not less than 20 Years

Possession of the Brick Building and accordingly consequentially possession of the land in CT NA636/221 over the last 25 years is evidenced by the ownership of the land in CT NA 630/44 and by local authority records.

- a. From 25 October 1990 to 3 September 2007 Suncern Properties (Khyber Pass) Limited was the registered proprietor of CT NA 630/44.
- b. Suncern Properties (Khyber Pass) Ltd has been removed from the Companies Register and no longer exists as a legal entity,
- c. From 3 September 2007 to 5 October 2007 Prime Property Holdings (NZ) Limited was the registered proprietor of CT NA 630/44.
- d. Prime Property Holdings (NZ) Limited has been removed from the Companies Register and no longer exists as a legal entity.
- e. Parly Acquisitions Limited was the registered proprietor of CT NA 630/44 from 5 October 2007 to 31 August 2012.
- f. I am a director of Parley Acquisitions Limited.
- g. Kent Street Holdings Ltd has been the registered proprietor of CT NA 630/44 from 31 August 2012.

7. Fabric of Brick Building within CT NA 636/221 Unchanged in 85 Years

There is no evidence in the Auckland Council Property File of alteration to the fabric of the Brick Building within CT NA 636/221 since this land was brought under the Land Transfer Act in 1932.

- a. The Brick Building as to its fabric within CT NA 636/221 has remained unaltered during the past 25 years.
- b. Attached and marked with the letter "C" are copies of:
 - i. The plan and specification for "proposed alterations for Kent's Bakeries Limited York Street Newmarket" dated 18 July 1956.
 - ii. Alterations for Kent's Bakeries dated 23 January 1957.
 - iii. "Existing floor plan of Kent's Building Osborne Street Newmarket dated "approx 1981".
- c. The fabric of the Brick Building within lots 3 and 4 DP 22145 as presented in the various architectural drawings referred to in the preceding subparagraphs is as it is today.

8. Manner of Occupation and Purpose for which Lots 3-4 DP 22145 have been Used

Lot 3 DP 22145 has been utilised for the purpose of toilet facilities within the Brick Building

since at least 1956 through to the present day. This is evidenced by the following:

- a. All of the plans marked with the letter "C" include Lot 3 DP 22145 drawn as a WC within the fabric of the Brick building. Page 1 of the 1981 plans details the specific toilet facilities.
- b. Attached are photocopies of 2 leases entered into by Suncern Properties (Khyber Pass) Limited as Landlord marked with the letter "F". The plans attached to the leases include Lot 3 as toilet facilities within the fabric of the Brick Building. These leases cover the period from 1 August 1999 to 31 July 2011. These leases were extant when Parley Acquisitions Limited acquired Lots 1 – 2 DP 22146 in 2007. The leases continued through to their final expiry dates.
- c. Lots 3 DP 22145 is used today as toilets for the immediately adjacent tenancy within the Brick Building.

Lot 4 DP 22145 has been occupied and used for the purpose of the fabric of the Brick Building since the land was brought under the Land Transfer Act in 1932.

It would appear that there have been some improvements to the WC facilities within Lot 3 DP 22145 over the last 50 years. It would appear that there have been no improvements to the fabric of the Brick Building located within Lot 4 DP 22145.

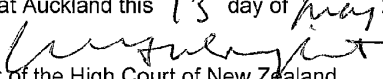
9. Lots 1-2 DP 22146 and Lots 3-4 DP 22145 One Rating Unit

The Auckland Council Rates Information for the land and buildings bounded by York Street, Kent Street and Osborne Street Newmarket Auckland has this as a single Rating Unit. The address is 2-8 Osborne Street Newmarket Auckland 1023. The Council Assessment Number is 00020508461.

- a. The Rating Unit is comprised of Lots 1-2 DP 22146, and Lots 3-4 DP 22145 PT ALLOTS 15 SEC 6 Auckland Suburbs.
- b. A copy of the Auckland Council Rates Information data is attached and marked with the letter "D".
- c. It is apparent from Auckland Council records attached and marked with the letter "E" that Lots 1-2 DP 22146 and Lots 3-4 DP 22145 have been one Rating Unit since at least 1994.
- d. Both Parly Acquisitions Limited and Kent Street Holdings Ltd have paid rates on this Rating Unit which has included Lots 3-4 DP 22145 since they took possession in 2007.
- e. It is apparent that Parly Acquisitions Limited's predecessors in title of Lots 1-2 DP 22146 and predecessors in possession of Lots 1-2 DP 22146 and Lots 3-4 DP 22145 have paid the rates on the Rating Unit.
- f. I attach a letter from the Auckland Council dated 29 April 2015 marked with the letter "G" confirming the property ownership and payment of rates.

And I make this declaration conscientiously believing the same to be true by virtue of the Oaths and Declarations Act 1957.

Declared at Auckland this 13 day of May 2015 before me:


A Solicitor of the High Court of New Zealand
Warwick F. Wright
Solicitor
Auckland



"A"

Municipal Buildings

BROADWAY
NEWMARKET
AUCKLAND, N.Z.

12th October, 1931.

The District Land Registrar,
High Street,
AUCKLAND.

Dear Sir,

Application 7874, 1928, 1929, 1930, 1931
1/2000, 1/2000, 1/2000, 1/2000

I am in receipt of your letter of the 10th ultimo herein.

I understand that Mr. Wilson has since been in touch with Mr. Keeble and in lieu of obtaining the consent has arranged that the question of encroachment be dealt with as follows. The plan is to be amended by providing an additional lot (lot 4) being the encroaching part of the brick wall and the Direction in favour of Kent's Bakeries Ltd. is to be amended to include this lot. Finally the title to lots 3 and 4 is to be amalgamated with the title to the land in application 7874 thus finally disposing of the matter.

For this purpose the title to application 7874 will require to be produced and I shall be glad of your advice as to when this will be required so that I can arrange production of same.

Yours faithfully,
B. BECKER, ESQ.Per: *[Signature]*

ROD/EG

Owing to the date of this application (i.e. 19th December, 1928) a fresh statement should be lodged, setting out the names and addresses of the present occupiers of the land applied for, and of the present owners and occupiers of the adjoining land.

This is the document marked "A" and referred to in the annexed

Declaration of *James Prene Brown*

of Auckland, declared at Auckland this

13 MAY 2015, before me:

A Solicitor of the High Court of New Zealand

Deputy District Land Registrar.

W.F. Wright

WJ/TEK.

AIRTEL NO.

27th January /32

For:-The Land Transfer Draughtsman,
AUCKLAND.Application 7875 - Excelsior Buildings
& Investments Ltd - Plan 22145.

By arrangement between the parties interested, it is proposed to add additional information to the above plan to show that the ground on which a portion of a brick wall stands is to be known as "Lot 4" on above Plan 22145. The object of this is to enable the applicants to give a direction to the District Land Registrar to issue a title for the said Lot 4 in favour of the owners of adjoining land i.e. the actual owners of the building of which the said wall forms part.

The surveyor has tendered the enclosed sketch containing the additional information, and I would ask you to please satisfy yourself that it is sufficiently accurate for title purposes.

If you are satisfied on this point, and certify to this effect on the sketch, will you kindly get in touch with Mr. Wilson and ask him to call upon you and add this additional information on the said plan, under your supervision.

I would add that any expedition you can give to this would be appreciated as this matter has been in abeyance for a considerable time and we are anxious to reach finality.

I would further add that I leave it of course to your judgment as to whether or not the Chief Surveyor has to put a further approval on the plan.

Further, I do not consider it necessary to re-approach the Newmarket Borough Council.


District Land Registrar.

WJ/TKK.

AUCKLAND.

1st February

/ 32.

for:-

G.P. Finlay Esq.,
Solicitor,
AUCKLAND

Application 7876 - Excelsior Buildings
& Investments Ltd.

Referring to mine of the 12th November, 1931, I have the honour to advise you that Mr. V.W. Wilson has now lodged the necessary additional information, and the necessary amendments have been made to Plan 22145 to enable us to reach finality.

A further direction under the seal of the applicants is required for the issue of a Certificate of a Certificate of Title for Lot 4 on Plan 22145 in favour of Kents Bakeries Ltd.

It can be requested, if desired, that one Certificate of Title issue for said Lot 4 and for the said Lot 3 referred to in the direction deposited here on the 17th September last.

The necessary title fees of 25/- for each title desired are still payable - hence the suggestion that you can amalgamate.

If Kents Bakeries Ltd. desire to have this title or these titles (as the case may be) amalgamated with the title which issued in their favour on Application 7874 (i.e. Certificate of Title 630/44), that could also be arranged i.e. by production of the said Certificate of Title, which I believe to be in possession of Messrs. Russell, McVean, Macky & Barrowclough as Solicitors for the mortgagees, accompanied of course by the necessary request.

These are purely matters of detail, and if these matters of detail were to receive immediate attention we would immediately proceed to advertise the application, and, as herein set forth, finalise the matter.

As this application has been under consideration since the 5th March, 1929, I trust you will realise that I am particularly anxious now that we have reached this stage to bring it to a

2.

conclusion, and, in connection therewith, I have from the applicants an order for delivery of title, seeing that the deeds and application were lodged by Mr. Beckwith and, until recently, he was attending to our requisitions.

Kus
R9
District Land Registrar.

"B"

FOR SALE BY TENDER.**ASSIGNED ESTATE.**

Tenders are invited for the Purchase of a Five-seater Chevrolet Touring Car, 1926 model. First-class order, newly painted, new side curtains, etc.

Excellent opportunity of obtaining a good-looking car at a reasonable price.

TERMS: Cash, or to, approved purchaser, part cash and part bills, with security. Deposit of 20 per cent of amount tendered to accompany each tender.

Arrangements made to inspect on application to the undersigned.

Tenders close MONDAY, 8th June, at 12 noon.

W. A. KENDON,
Assignee.

C/o Kendon, Mills and Stewart, Public Accountants, 300-303, Chancery Chambers, O'Connell St., Auckland. 5

BUILDING MATERIALS.

"GLOBE,"
LYSAGHT'S LOW-PRICED
CORRUGATED
IRON

—for a good job at a very good price. Lysaght's 74 years' of experience are behind this low-priced iron.

Write to
JOHN LYSAGHT, LTD.,
P.O. Box 341, Wellington.
For FREE Copy of the "Hardware Pocket Book." RB

LAND TRANSFER NOTICES.**LAND TRANSFER ACT NOTICES.**

Notice is hereby given that the several parcels of Land hereinafter described will be brought under the provisions of the Land Transfer Act, 1915, unless caveat be lodged forbidding the same on or before 6th July, 1931.

7874—GEORGE KENT AND SONS, LIMITED. Part Allotment 15, Section 6, Suburbs of Auckland, containing 1 rood and 20.1 perches, fronting Osborne Street, Arthur Street and York Street, in the Borough of Newmarket; occupied by Kent's Bakeries, Limited. Plan 22146.

7950—ANNIE HEWLETT. Part Allotment 12A, Section 2, Parish of Takapuna, containing 24.8 perches, situated in the Borough of Devonport and adjoining Cheltenham Beach; occupied by applicant. Plan 22268.

7995—EMILY WILLIAMS. Part of Old Land Claim No. 130, situated in Block XIV, Mangamuka Survey District, containing 62 acres and 2 roods; occupied by Selwyn Beazley Maxwell. Plan 23804.

Diagrams may be inspected at this office. Dated this 20th day of May, 1931, at the Land Registry Office, Auckland.

W. JOHNSTON,
District Land Registrar.

This is the document marked "B" and referred to in the annexed

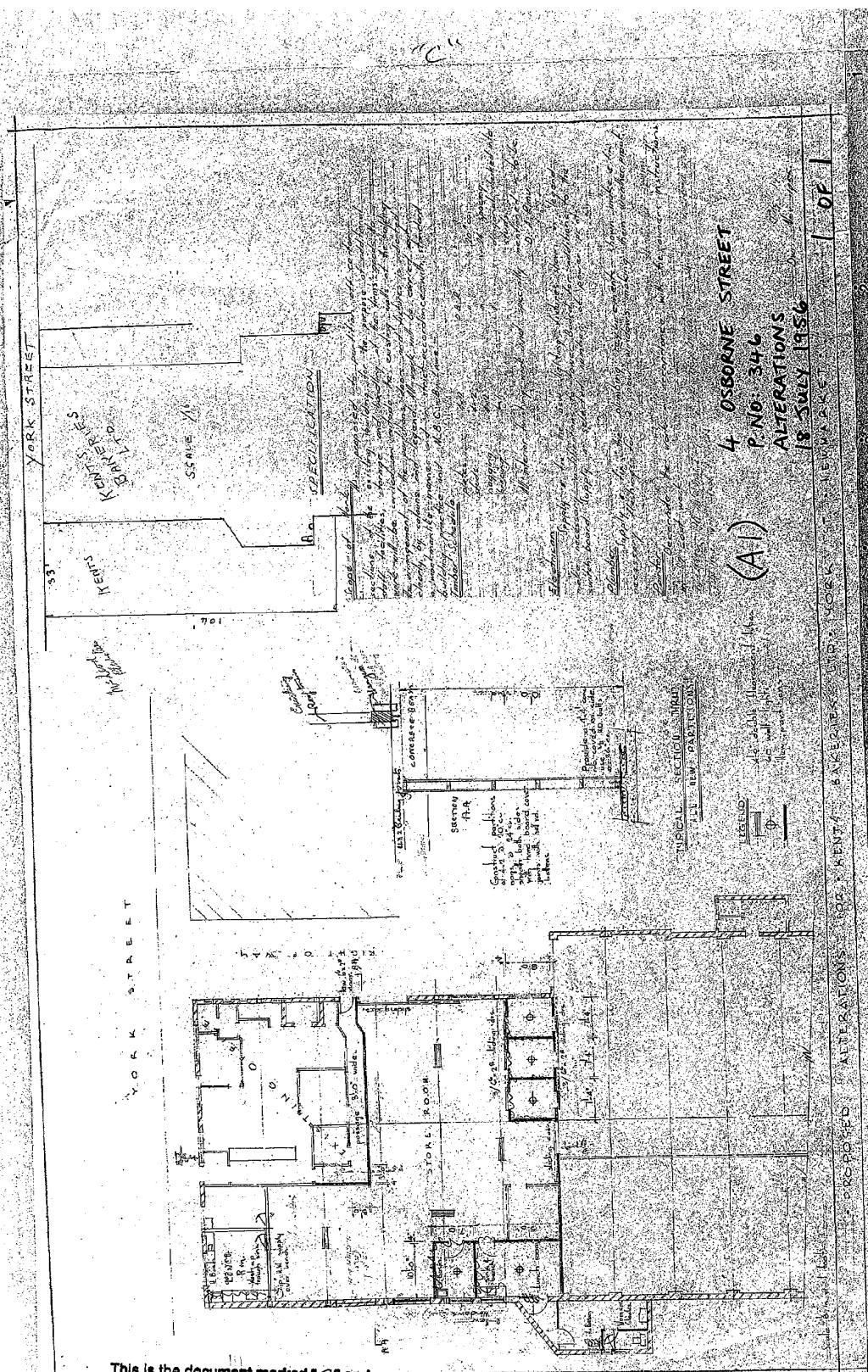
Declaration of James Pierce Brown

of Auckland, declared at Auckland this

13 MAY 2015 day of 22 Feb 2015 before me:-

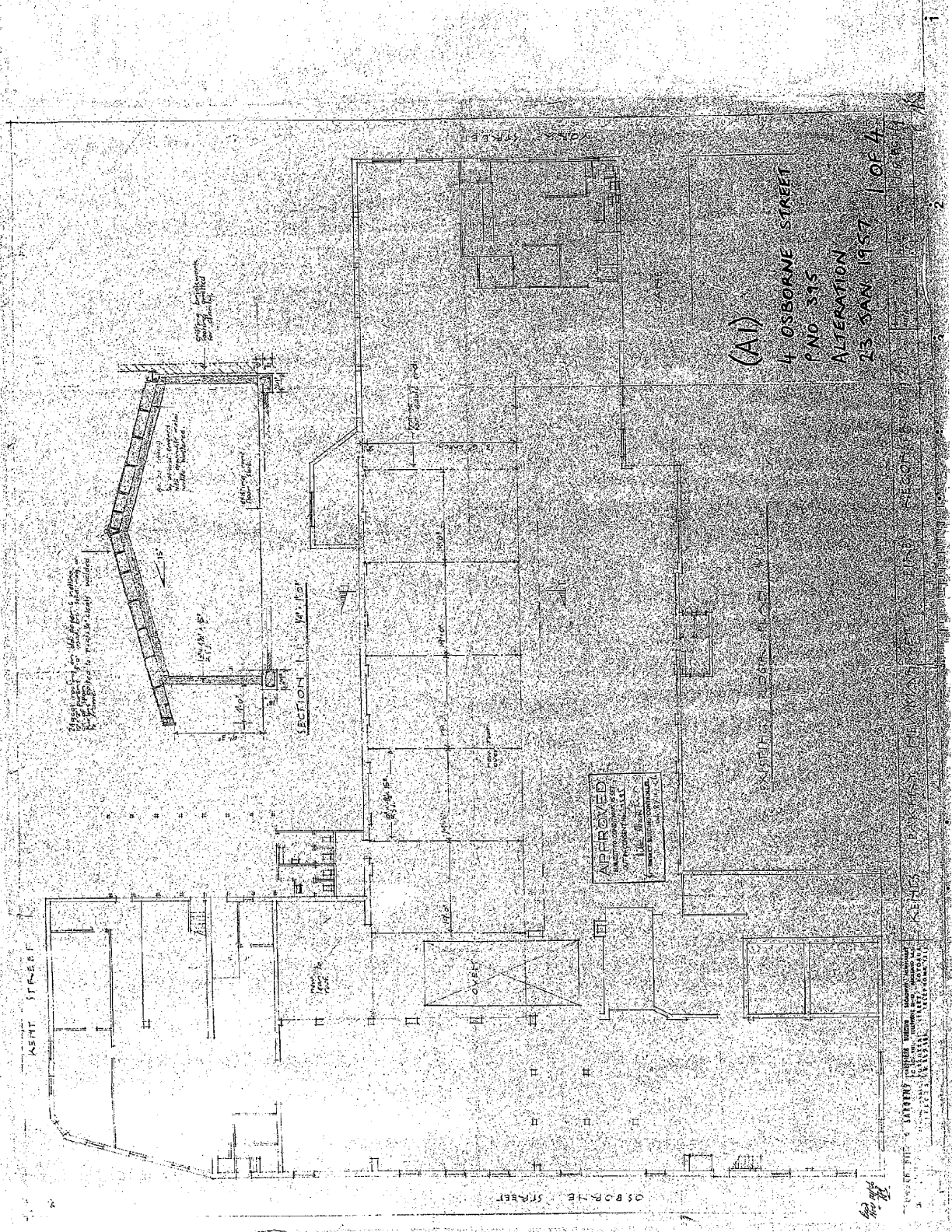
A Solicitor of the High Court of New Zealand

W F Wright
WF Wright



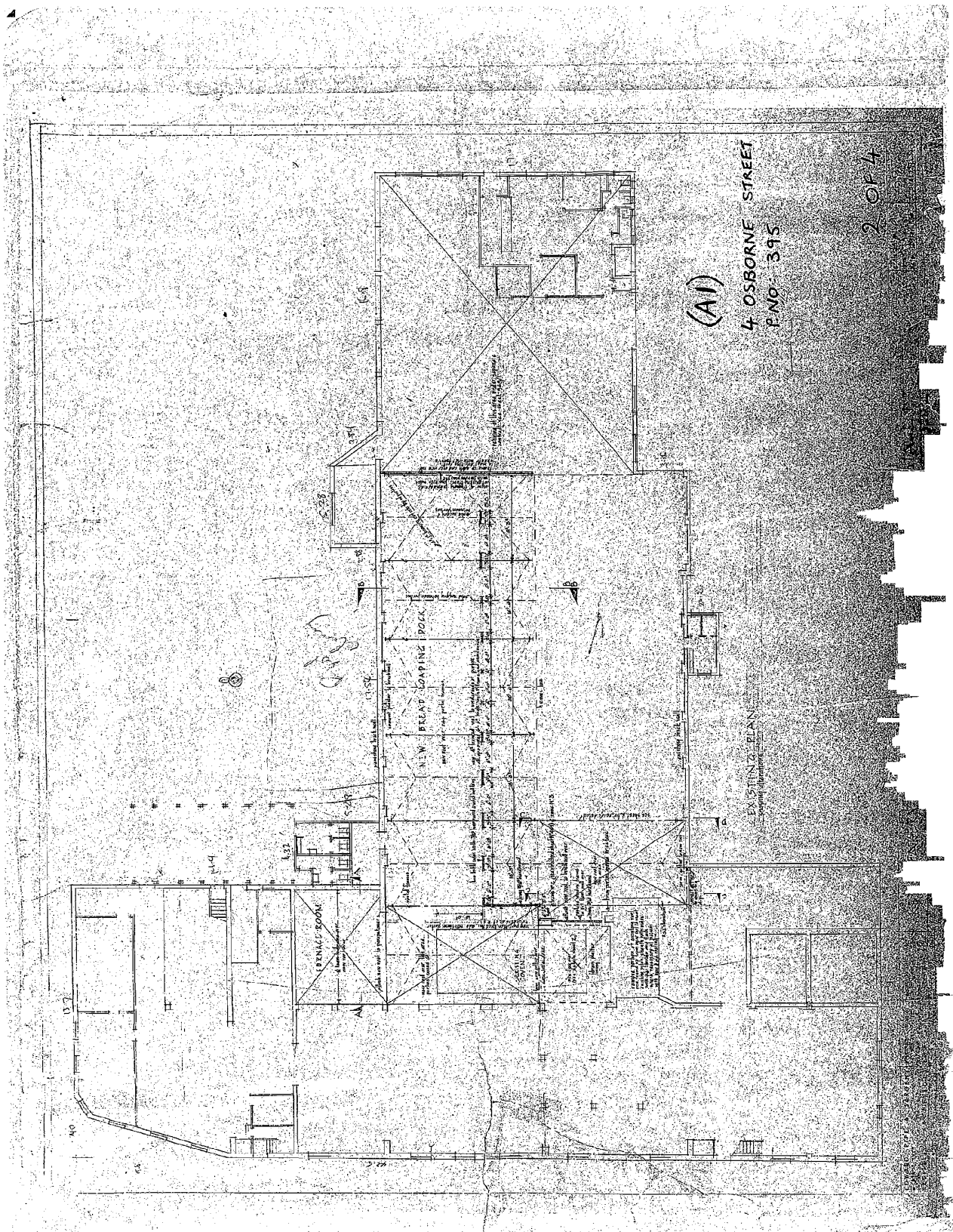
This is the document marked "C" and referred to in the annexed Declaration of James Pierce Brown of Auckland, declared at Auckland this 27th day of May 1956 before me:-
A Solicitor of the High Court of New Zealand

W F Wright
W F Wright



(A1)
4 OSBORNE STREET
PNO 395
ALTERATION
23 JAN 1957 1 OF 4

REDESIGNED BY: [illegible]
DATE: [illegible]
SCALE: [illegible]
SHEET: [illegible]

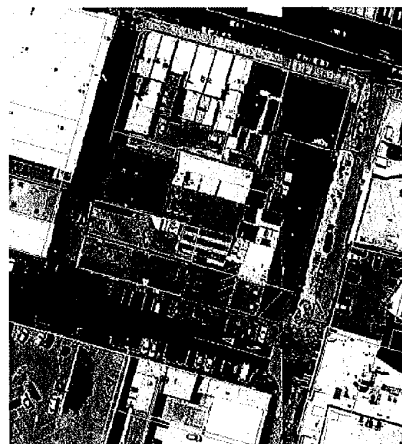




Private Bag 92300, Victoria Street
Auckland 1142
09 301 0101
www.aucklandcouncil.govt.nz

RATES INFORMATION

Location of Rating Unit 2-8 Osborne Street Newmarket Auckland 1023
For period 1 July 2014 to 30 June 2015
Assessment Number 00020508461
Valuation Number 1910/00000063799/
Valuation as at date 1 July 2011 1 July 2014
Capital Value \$ 7,800,000 \$ 9,100,000
Land Value \$ 6,200,000 \$ 7,200,000
Description of Rating Unit LOTS 1-2 DP 22146 LOTS 3-4 DP 22145 PT ALLOTS 15 SEC 6 AUCKLAND SUBS



Please note: The values as at 1 July 2011 were used to assess the 2014/15 rates.
The values as at 1 July 2014 will be used to assess the 2015/16 rates.

Description of Rates	Factor/Unit	Factor Value	Rate/Charge	Total (GST inclusive)
Uniform Annual General Charges				
UAGC (Uniform Annual General Charge)	Number of separate parts	9	373.35	\$ 3,360.15
General Rates				
General Rate - Urban Business	Capital Value	7800000	0.0078462	\$ 61,200.36
Waste Management Rates				
Waste Management - Full Service	Per service provided	1	242.4	\$ 242.40
Other Targeted Rates				
BID Newmarket	Capital Value	7800000	0.00100883	\$ 7,868.87
<p>This is the document marked "D" and referred to in the annexed <i>James Pene Brown</i> Declaration of <i>James Pene Brown</i> of Auckland, declared at Auckland this <i>27</i> day of <i>February</i> before me: <i>James Pene Brown</i> A Solicitor of the High Court of New Zealand</p> <p>13 MAY 2015 <i>W</i></p>				
Pre Adjusted Rates for 2014/2015				\$ 72,671.78
	<i>W F Wright</i>			
Total Rates for 2014/2015 (GST inclusive)				\$ 72,671.78

"E"



AUCKLAND CITY

PROJECT INFORMATION MEMORANDUM

A R E A O F F I C E

HOBSON-EASTERN BAYS

Area Manager, Paul Sonderer

Writer's direct dial number:

When replying or calling please refer to:

PIM No: HM/94/05771
 DATE LODGED: 13/10/94

APPLICANT: C.J. HERMANIDES
 C/- D.H. BRADY, URBAN DESIGN OFFICE, P.O. BOX 47162, PONSONB

PROJECT: INTERNAL ALTERATION -RESTAURAN
 Use: FITOUT

Class(es): Commercial - Alteration

Intended Life: 50 YEARS PLUS

PROJECT ADDRESS: 2-4 Osborne Street, NEWMARKET
 LOTS 1 2 D P 22146 * LOTS 3 4 D P 22145 * LOT 21 OF OF SEC 3
 CT: 630 / 44

This is:

Confirmation that the proposed building work may be undertaken,
 subject to the provisions of the Building Act 1991 and any
 requirements of the building consent

This Project Information Memorandum Includes:

Information identifying relevant special features of the land concerned

This is the document marked "E" and
 referred to in the annexed

Declaration of James Pierce Brown
 of Auckland, declared at Auckland this 27th

13 MAY 2015 day of 27th before me:-

A Solicitor of the High Court of New Zealand

W F Wright
 W F Wright

Signed for and on behalf of Council:

Date: 26.10.94

345 Queen Street

PO Box 7107 Wellesley Street Auckland 1 New Zealand

Telephone (09) 303-0336 Facsimile (09) 367-5171

F3=Exit F4=Escape F6=Accept F12=Page Back F7=Prv.Desc F8=Next Desc

PAR600
02

PROPERTY ENQUIRY

17/09/

10:03:

30

Property.. 2-8 Osborne Street, Newmarket 1001

Type options, press Enter

1=Select Application

App'n Number	Description/Type	Decision/Ref	Lodged
_ HC/94/07693	INTERNAL ALTERATION -RESTAURA Building Consent (Hobson)	App 31/10/94	13/10/94
_ HM/94/05771	INTERNAL ALTERATION -RESTAURA Project Info Memo (Hobson)	App 26/10/94	13/10/94
_ LP/98/00943	PARKSLAM RESTAURANT & BAR Liquor Planning Certificate	App 02/04/98	10/03/98
_ RI/99/01518	2-8 OSBORNE ST Land Information Memorandum -		15/03/99
_ AO/99/03622	night club-parking-definerdbd Non Notified	App 01/03/00	18/08/99
_ AC/99/09249	Bar fit-out. Building Consent	App 24/03/00	04/11/99

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PAR600
02

PROPERTY ENQUIRY

17/09/

10:03:

40

Property.. 2-8 Osborne Street, Newmarket 1001

Type options, press Enter

1=Select Application

App'n Number	Description/Type	Decision/Ref	Lodged
_ AM/99/06342	Bar fit-out.	App 26/11/99	04/11/99
	Project Info Memo		
_ AT/00/00249	Est Extg Use - Retail, Restr'n Wdn	12/07/00	25/01/00
	Cert of Compliance		
_ RI/00/00717	NON URGENT FAX		16/02/00
	Land Information Memorandum -		
_ LP/00/00940	Kelly Browne's	App 09/03/00	08/03/00
	Liquor Planning Certificate		
_ RI/00/01494	NON URGENT POST	App 23/03/00	23/03/00
	Land Information Memorandum -		
_ LP/00/05133	SERDAR Build & Planning	App 29/11/00	14/11/00
	Liquor Planning Certificate		

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PAR600
02

PROPERTY ENQUIRY

17/09/

10:03:

53

Property.. 2-8 Osborne Street, Newmarket 1001

Type options, press Enter

1=Select Application

App'n Number	Description/Type	Decision/Ref	Lodged
_ LP/00/05140	PAKSLAM Building & Planning Liquor Planning Certificate	App 29/11/00	14/11/00
_ AC/01/14849	Install type 3 fire alarm. Building Consent	App 19/10/01	20/09/01
_ AO/02/02185	tavern - parking shortfall of Non Notified	App 12/07/02	14/05/02
_ A3/02/04650	El Nino Liquor Building Certificate		01/07/02
_ A3/02/06660	Kelly Brown's Party Liquor Building Certificate		11/09/02
_ LP/02/04515	Kelly Brown's Party - Liquor Liquor Planning Certificate		13/09/02
+			

F3=Exit F4=Escape F12=Page Back F19=Swap Order F20=Fold/Unfold

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62 Mahia Road
PO Box 306
Manurewa
Tel (09) 267 0007
Fax (09) 266 6925

FIRE PROTECTION INDUSTRY PRODUCER STATEMENT - CONSTRUCTION

Building Consent Application No. AC/99/09249

Producer Statement Issued By: Benefis Fire Protection

In respect of an Application for Building Consent made by Suncern Properties Khyber Pass Ltd

_____ in relation to the Fire Protection System installed in

(Building Name) Kelly Browne's

Address: 2-8 Osborne Street, NEWMARKET

Plot: 1-2 / 3-4 DP: 22146 / 22145 SO: _____

Young Builders
(Main Contractor)

The Constructor has agreed to install a Fire Protection System/s type as detailed below:

This covers All ☒ Part Only of the Fire Protection systems described in the Building Consent

	System (Fire Alarm, etc)	Design Standard Used	Type (1, 2, etc)
1.	Installation of Thermal Detectors	NZS4512/1997	3F
2.			
3.			
4.			

We are satisfied that the Fire Protection System detailed above which is the subject of Building Consent No AC/99/09249 has been completed to the extent required by that Building Consent and its contents, and complies with the Building Code.

We understand that if this Producer Statement is accepted, it will be relied on by Auckland City Council for the purposes of establishing compliance with the Building Code for the system installed.

The Producer Statement Author is authorised to make and is making this statement on behalf of the Constructor.

Producer Statement Author - Signature: P.P. [Signature]

Producer Statement Author - Name: KEVIN BACON *Glen Sutton*

Producer Statement Author - Acceptance No.: 1343

Producer Statement Author - Position with Constructor: SERVICE MANAGER

Date: 28 APRIL 2000

Address: 62 Mahia Road, Manurewa

Telephone: 267-0007 Facsimile: 266-6925

Sprinklers ♦ Fire Alarms ♦ Fire Equipment

BUILDING CONSENT APPROVAL

CONSENT NO:	AC/01/14849
DATE LODGED:	20-09-2001
APPLICANT:	Suncern Properties Khyber Pass Limited P O Box 99708 Newmarket Auckland 1031
PROJECT:	Install type 3f Alarm and other associated works
INTENDED LIFE:	MORE THAN 50 YRS
ACCEPTED VALUE:	\$ 20,000.00
PROJECT ADDRESS:	2-8 Osborne Street, Newmarket, 1001
LEGAL DESCRIPTION:	LOTS 1-2 DP 22146 LOTS 3-4 DP 22145 PT ALLOTS 15 SEC 6 AUCKLAND SUBS
CERTIFICATE OF TITLE:	CT 630/44

The Building Consent is a consent under the Building Act 1991 to undertake building work in accordance with the attached plans and specifications so as to comply with the provisions of the New Zealand Building Code. It does not affect any duty or responsibility under any other Act nor permit any breach of any other Act. All endorsements on plans form part of the Building Consent and must be adhered to.

This Building Consent has been checked in accordance with the PIM information relating to this property. A separate PIM document will not be supplied unless specifically applied for.

Clause B2 (Section 2) of the Building Codes Acceptable Solutions specifies the requirements relating to the durability of specific building elements.

Please note that many of these elements require regular maintenance to be undertaken to achieve the durability requirement.

This building consent is issued subject to the conditions / endorsements, overleaf.

Signed:

Officers Name: Girish Regmi, Building Officer
Date of Issue: 18 October 2001

1. CONSTRUCTION / DEMOLITION NOISE (BUSINESS ZONE)

All work to comply with NZS 6803P: 1984

The L10 noise level and (Lmax) arising from any activity measured at, or within the boundary of any residential zoned property, shall not exceed the following limits:

1.1 Noise Control at the Residential Zone Interface

For Business Zones 1, 2, and 3

Monday to Saturday	7:00am – 10:00pm	L10 50 dBA
Sunday & Public Holidays	9:00am – 6:00pm	
At all other times	L10 40 dBA Lmax 75 dBA, or background (L95) plus 30 dBA, whichever is the lower	

For Business Zones 4, 5 and 6

Monday to Saturday	7:00am – 10:00pm	L10 55 dBA
Sunday & Public Holidays	9:00am – 6:00pm	
At all other times	L10 45 dBA Lmax 75 dBA, or background (L95) plus 30 dBA, whichever is the lower	

1.2 Noise Control within the Business Zones

	Business Zones						
	1	2	3	4	5	5a	6
7:00am - 10:00pm	55	55	60	60	70	70	70
10:00pm - 7:00am	45	45	60	60	70	70	70

The Contractor must ensure noise is kept at a reasonable level at all times. For more information - contact noise control - ph: 353-9073

2. INSTALLATION OF AUTOMATIC FIRE ALARM SYSTEM

The automatic fire alarm system is to comply with NZS4512, NZBC F7/AS1 and the fire report. When completed, the system is to be inspected and certified by Fire Protection Inspection Services unless alternative arrangements are agreed with Auckland City Environments.

3. EMERGENCY LIGHTING SYSTEM(S)

The emergency lighting system shall be tested and certified as complying with NZBC F6/AS1 and NZS2293. The system shall be capable of maintaining the required illumination for a period of not less than 1 hour and to be subject to a full duration test on completion.

NOTE: The initial test is required to be 1.33 times the required duration.

4. FIRE HYDRANTS SYSTEM (TYPE 18 SYSTEM)

Fire hydrants are to be installed to comply with NZS 410:1998. Hydrant and inlet locations are to be agreed with the New Zealand Fire Service. Care must be taken that outlet couplings do not reduce the required width of the stairway or form dangerous projections contrary to regulation D.1.

Barriers or guard rails may be necessary, but details should be agreed with the New Zealand Fire Service to ensure adequate access is maintained for brigade use and connection.

Adequacy of fire fighting water supplies must be checked with the New Zealand Fire Service and utility supplier (Metrowater).

On completion of the installation, the system is to be independently tested and certified by Fire Protection Inspection Services (or other approval body as may be agreed with the Council), and flow tested by the New Zealand Fire Service.

5. FIRE ENGINEER TO INSPECT

On completion of the work, the Design Fire Engineer is to inspect and certify compliance with the intent and requirements of the fire report.

Fire Design Summary

Floor	All
Purpose group	CL
Fire Hazard Category	2
Occupant Load	All floors-711
Firecell Rating	F30
"S" Rating	As existing
Safe Path Doors	As per individual Building consents
Fire alarm	Type 3f
Other Protection	16,18

Fire Design memo:

- a) The Fire Design/Report shall take precedence over Architectural plans.
- b) Smoke doors/Fire Doors to be installed as per individual Building Consents
For different premises within the building.

ENTERED**FIRE PROTECTION INSPECTION SERVICES LIMITED****CERTIFICATE OF COMPLIANCE FOR FIRE ALARM SYSTEM**

Certificate No: 43037
Building: Suncern Properties Ltd
Building Consent No: AC/01/14849
Location: 2-8 Osbourne St
 Newmarket, Auckland
Owners name:

Occupancy: Restaurant/Office

Details of System:

(a) Type of System: Automatic
(b) The declared functional requirements: C, D
(c) Equipment Manufacturer: Vigilant
(d) Equipment Register No: Panel: VF/103 Callpoints: TF/601
(e) Detector Register No: Thermal: AC/203 Smoke: NA
(f) Alerting Device Type: AS/2220
(g) Detail of remote receiving centre: Not Brigade Connected
(h) Date of Completion: 20 March 2002
(i) Details of Ancillary Services connected to the system: NIL

I hereby certify that the above system has been inspected and tested in accordance with NZS4512:1997 and on the basis of the results the system as installed complies with this Standard.

This system was in Compliance on 03/04/2002, and this Certificate is valid for a maximum of 12 months.

Installer: Ian Patterson

Inspector: D McDonald

Signed: *[Signature]* **Date:** 4/02

Signed: *[Signature]* **Date:** 3-4-02

Capacity: Contracts Supervisor

Capacity: Technical Officer

Company: Benefis Fire Protection

Company: Fire Protection Inspection Services

Address: P O Box 8833

Symonds St Auckland

ENTERED**FIRE PROTECTION INDUSTRY
PRODUCER STATEMENT - CONSTRUCTION**Building Consent Application No. AC/01/14849Producer Statement Issued by: **BENEFIS FIRE PROTECTION** (A division of Tyco New Zealand Ltd)To: AUCKLAND CITY COUNCIL (Local Authority)In respect of an Application for building consent made by **SUNCERN PROPERTIES KYBER PASS LTD** relation to the Fire Protection System Installed in:Address: 2-8 OSBORNE ST NEWMARKETAUCKLANDLot: 1-2 3-4 DP:221146 SECT:15 CT:630/44Main Contractor: RE: FIRE ALARM INSTALLATION BENEFIS FIRE PROTECTION LTD

The Constructor has installed a Fire Protection System type as detailed below:

System (Fire Alarms, etc.)	Design Standard Used	Type (1, 2, 3 etc.)
1. Fire Alarm	NZS 4512:1997	Type 3F
2.		
3.		
4.		

We are satisfied that the Fire Protection System detailed above which is the subject of Building Consent No.: **AC/01/14849** has been completed to the extent required by that Building Consent and its conditions, and complies with the Building Code.

This covers ☒ All ☐ Part only of the Fire Protection System described in the Building Code.

The Fire Protection System construction requirements of the Building Consent which are covered by this Producer Statement are:

Type 3f/ Fire Alarm System as per Benefis quote,

We understand that if this Producer Statement is accepted, it will be relied on by **Auckland City Council** for the purpose of establishing compliance with the Building Code for the system as installed.

The Producer Statement Author is authorised to make and is making this statement on behalf of the Constructor.

Producer Statement Author - Signature:  Date **18/04/02**Producer Statement Author - Name: I. PattersonProducer Statement Author - Acceptance No.: ACC#1341 MCC # 92Producer Statement Author - Position within Company: Contracts SupervisorAddress: P O Box 8833, Symonds Street, Auckland

Telephone: (09) 377 3395

Facsimile: (09) 366 1783

Building Rules



AUCKLAND CITY ENVIRONMENTS

ENTERED

ADVICE OF COMPLETION OF BUILDING WORK

SECTION 43 (1) BUILDING ACT 1991

BUILDING CONSENT INFORMATION

Please complete the following details:

Under Building Consent Number: AC/01/14849

Project address: 2-8 Osborne St, Newmarket.

From (owner): Suncorn Properties Ltd

Mailing address: P.O. Box 99708, Newmarket

Phone: Business 529 1929 Home _____ Fax _____

BUILDING COMPLETION INFORMATION

Please tick the applicable box

☒ All or ☐ Part only (as specified in the attached particulars)

of the building work under the above building consent is believed to have been completed to the extent required by that building consent.

KEY PERSONNEL INFORMATION

(Complete in all cases. Give names, addresses and telephone numbers. Give relevant registration numbers if known).

Designer(s) Sinclair Knight Merz

Bill Pender Phone No: 958900

Reg No: _____

Building Certifier(s) _____

Phone No: _____

Reg No: _____

Builder(s) _____

Phone No: _____

Reg No: _____

Registered Drainlayer _____

Phone No: _____

Reg No: _____

Registered Plumber _____

Phone No: _____

Reg No: _____

Registered Gasfitter _____

Phone No: _____

Reg No: _____

Registered Electrician _____

Phone No: _____

Reg No: _____

Other: Compliance Consultants 3777421

CODE COMPLIANCE CERTIFICATE

SECTION 43(3), BUILDING ACT 1991

CONSENT NO: AC/01/14849

PROJECT:

Use: Install Type 3f Alarm And Other Associated Works

Class: Other Commercial Building

Intended Life: More Than 50 Years

PROJECT ADDRESS: 2-8 Osborne Street
Newmarket, 1001

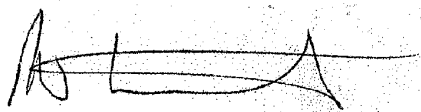
LOTS 1-2 DP 22146 LOTS 3-4 DP 22145 PT ALLOTS 15
SEC 6 AUCKLAND SUBS
CT 630/44

This is: A final Code Compliance Certificate issued in respect of all of the building work under the above Consent.

The Certificate is issued subject to the following conditions:

Nil

Signed for and on behalf of Council



R W Cartwright
TEAM LEADER: COMPLIANCE MONITORING

Date: 28 May 2002

Workbench	PLA	Post Lodgement	Utilities	Reports	Help	Page # : 43	Auckland City
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PROPERTY INFORMATION	
PROPERTY DETAILS	
Feature:	Value:
Address:	2-8 Osborne Street
Suburb:	Newmarket
Ward Description:	Hobson
Property Status:	Current
Property Name:	
Property Description:	BLDG
Legal Description:	LOTS 1-2 DP 22146 LOTS 3-4 DP 22145 PT ALLOTS 15 SEC 6 AUCKLAND SUBS
Title:	CT 630/44
Land Area:	2462 m2
Owner	
[Name(s) of Property Owner(s)]:	Suncern Properties Khyber Pass Limited
Address:	P O Box 99708 Newmarket Auckland 1031
Properties	
<u>Rates2-2A Kent Street, Newmarket, 1001</u> <u>2 Kent Street, Newmarket, 1001</u> <u>2A Kent Street, Newmarket, 1001</u> <u>4 Kent Street, Newmarket, 1001</u> 2-8 Osborne Street, Newmarket, 1001 <u>2 Osborne Street, Newmarket, 1001</u> <u>Water2-4 Osborne Street, Newmarket, 1001</u> <u>Rates4 Osborne Street, Newmarket, 1001</u> <u>Shop1+1/4 Osborne Street, Newmarket, 1001</u> <u>Shop3+1/4 Osborne Street, Newmarket, 1001</u> <u>6 Osborne Street, Newmarket, 1001</u> <u>8 Osborne Street, Newmarket, 1001</u> <u>Rates3-3B York Street, Newmarket, 1001</u> <u>3 York Street, Newmarket, 1001</u> <u>3A York Street, Newmarket, 1001</u> <u>3B York Street, Newmarket, 1001</u>	
Site File Location	
Location Description:	RECALL ARCHIVED DOCUMENTS
Available from EDMS:	Yes
Currently Being Converted:	No
GIS FEATURES	
Property Name:	
Region:	Isthmus
GIS Site Area:	2579
Flood Risk Area:	B
Height Control: Volcanic Cones:	Y
Zoning:	Business - 3
Verandah Control:	Y
IPN:	150657
REC:	0


AUCKLAND CITY

PLANNING CERTIFICATE

CERTIFICATE ISSUED UNDER THE SALE OF LIQUOR ACT 1989 SECTION 9(1)(E) FOR AN ON-LICENCE PURSUANT TO THE RESOURCE MANAGEMENT ACT 1991

I hereby certify that the premises named "**Kelly Brown's Party**" located at 2-8 Osborne Street, Newmarket and comprised in Certificate of Title LOTS 1-2 DP 22146 LOTS 3-4 DP 22145 PT ALLOTS 15 SEC 6 AUCKLAND SUBS, CT 630/44 is zoned Business - 3 and the use of the site as a tavern is permitted by way of a resource consent (reference AO/99/3622, approval date 1 March 2000) with conditions as set out in the attachments, and as shown on the attached plan "*Site Plan and Upper Floor Plan*" and all supporting information all referenced by Council as **LP/02/04515**. This activity is restricted to operate between the hours of 6.00pm and 3.00am, Monday – Sunday, and must also provide 22 off site car park spaces located at 12 Kent Street, Newmarket.

Accordingly, I hereby certify that the proposed use of the premises meets the requirements of the Resource Management Act 1991.

Authorised By: **Megan Tyler**
Team Co-ordinator
Customer Advice & Consents

Date of Certificate: 15 November 2002

Please Note:

The issue of this Certificate only relates to compliance with the requirements of the Auckland City Operative District Plan 1999 – Isthmus Section; and does not preclude the need to obtain all necessary licences and certificates for the use of the premises under the Sale of Liquor Act 1989.

BUILDING CODE CERTIFICATE

A CERTIFICATE PURSUANT TO SECTIONS 9(1)e; 31(1)e; 55(1)e
OF
THE SALE OF LIQUOR ACT 1989

KELLY BROWN'S PARTY
2-8 OSBORNE STREET
NEWMARKET

Type of Licence this Certificate relates to:

ON LICENCE

I certify that the proposed use of the premises
MEETS the requirements of the NZ Building Code

CONDITIONS OF CERTIFICATE

Nil

This certificate and the conditions listed herein relate solely to the operation of the premises (as understood by Council at the date of issue of this certificate) for the sale and/or supply of liquor pursuant to the Sale of Liquor Act 1989. This shall not be construed as authorising any change of use to the premises or any additions/alterations to the buildings.

Dated: 25 September 2002

Signed:



Jason Wang
COMPLIANCE MONITORING
AUCKLAND CITY ENVIRONMENTS



AUCKLAND CITY



AUCKLAND CITY

PLANNING CERTIFICATE

CERTIFICATE ISSUED UNDER THE SALE OF LIQUOR ACT 1989 SECTION 9(1)(E) FOR AN ON-LICENCE PURSUANT TO THE RESOURCE MANAGEMENT ACT 1991

I hereby certify that the premises named Kent Street Tavern Limited, located at 2-8 Osborne Street (Shop 2C), Newmarket and comprised in Certificate of Title CT 630/44 and CT 636/221, legally described as LOTS 1-2 DP 22146 LOTS 3-4 DP 22145, is zoned Business - 3 and the use of the site as a tavern is a permitted activity as set out in the attachments, all referenced by Council as LP/03/04272.

Accordingly, I hereby certify that the proposed use of the premises meets the requirements of the Resource Management Act 1991.

Authorised By:

Megan Tyler

Team Co-ordinator

Customer Advice & Consents

Date of Certificate:

29 August 2003

Please Note:

The issue of this Certificate only relates to compliance with the requirements of the Auckland City Operative District Plan 1999 – Isthmus Section; and does not preclude the need to obtain all necessary licences and certificates for the use of the premises under the Sale of Liquor Act 1989.



AUCKLAND CITY

2 September 2003

Kent Street Tavern Limited
2C Kent Street
Newmarket
Auckland

Dear Sir/Madam,

APPLICATION FOR RESOURCE CONSENT AT 2 Kent Street, Newmarket BY Kent Street Tavern Limited (TCS REF: LP/03/04272)

This is to advise you that resource consent was granted under delegated authority by the Team Coordinator on 01-09-2003.

The full text of the decision is as follows.

Yours faithfully,

**Snezana Davidovic-Serafin
SENIOR ADMINISTRATION OFFICER
CUSTOMER ADVICE & CONSENTS**

3 November 2004

S Din
486 A Hillsborough Road
MOUNT ROSKILL
AUCKLAND 1004

Dear Sir/Madam,

**APPLICATION FOR RESOURCE CONSENT AT 2-8 Osborne Street, Newmarket
BY V T Do (TCS REF: LUC57990362202)**

This is to advise you that resource consent was granted under delegated authority by the team co-ordinator on 27-10-2004

The full text of the decision is as follows.

Pursuant to Sections 104B and 127 of the Resource Management Act 1991, the application by V T Do to change conditions 1 and 2 of the resource consent (LUC57990362201) that also requires consent for the following matters as it:

- Will provide parking on a site different to the related activity

at 2-8 Osborne Street, Newmarket described as Lots 1-2 DP 22146 Lots 3-4 DP 22145 PT Allots 15 Sec 6 Auckland Subs, CT 630/44 be granted consent.

Pursuant to Sections 113 & 127 of the Resource Management Act 1991, the reasons for this determination are as follows:

- (a) The granting of consent to the applicant's proposal to extend the hours of operation and provide parking on an alternative site will have not have more than adverse effects on the environment. In particular, the proposal is within the scope of the original consent, the proposed changes do not increase the degree of adverse effects beyond a less than minor level and the proposed changes are within the bulk and location requirements set by the District Plan.
- (b) The granting of consent to the applicant's proposal is consistent with the relevant assessment criteria for discretionary activities, and in particular providing parking on a site different from the related activity.
- (c) The applicant's proposal is consistent with the objectives and policies of the Operative District Plan, and the sustainable management purpose of the Resource Management Act 1991.

Pursuant to Section 127, condition 1 and 2 of the consent be amended to read:

1. *"The proposed activity shall be carried out in accordance with the documentation and plans submitted as part of this application, being sheets numbered RC1, titled, "Serdar's, Lot 1, 2-8 Osborne Street, Newmarket" drawn by Bruce Campbell Design, Harrison Grierson dated 15 October 199, Council referenced AO/99/3622, the noise management plan prepared by Kingett Mitchell dated 5 March 2004 and the parking lease from Wilson Carparking for 30 spaces dated 12 September 2004 referenced by Council as LUC57990362202."*
2. *The consent holder shall only operate the facility between the following hours:*
Monday – Sunday 6:00pm through to 6:00am"

Pursuant to Section 108 of the Resource Management Act 1991, this consent is subject to the following conditions:

- (1) The consent holder shall pay the Council a consent compliance monitoring charge of \$304.00 (inclusive of GST), plus any further monitoring charge or charges to recover the actual and reasonable costs that have been incurred to ensure compliance with the conditions attached to this consent. (This charge is to cover the cost of inspecting the site, carrying out tests, reviewing conditions, updating files, etc, all being work to ensure compliance with the resource consent).
- The \$304.00 (inclusive of GST) charge shall be paid as part of the resource consent fee and the consent holder will be advised of the further monitoring charge or charges as they fall due. Such further charges are to be paid within one month of the date of invoice.

ADVICE NOTES

- (1) *Please be advised that this consent is to be read in conjunction with the originally approved consent, and that this consent does not negate the need to comply with the balance of the conditions of consent.*

Yours faithfully,

Doris Li
SENIOR ADMINISTRATION OFFICER
CUSTOMER ADVICE & CONSENTS

18th January 2006

Jacqui Dahlin
Liquor Concepts Limited
P.O. Box 90712
Auckland Mail Centre
AUCKLAND

Dear Madam

RE: APPLICATION FOR A LIQUOR PLANNING CERTIFICATE FOR THE
BROADWAY PUB & CAFE AT 2-8 OSBORNE STREET, NEWMARKET,
COUNCIL REFERENCE: LUC20060015001.

Your application for a liquor planning certificate pursuant to section 9(1)(e) of the Sale of Liquor Act 1989 has been considered.

Based on the information provided, it is considered that the premises named The Broadway Pub & Cafe located at 2-8 Osborne Street, Newmarket and comprised in CT 630/44, Lots 1-2 DP 22146 Lots 3-4 DP 22145 Pt Allots 15 Sec 6 Auckland Subs, is zoned Business 3 and the use of the site as a Tavern is permitted by way of:

□ Resource Consent: LUC57020218501
(copy attached)

The following condition was placed on the consent:
- 24 car parks must be leased from 12 Kent Street

Council has not inspected the premises to ensure compliance with the Resource Management Act 1991. This confirmation that the proposed use of the premises meets the requirements of the Act is based on the information provided by the applicant and a review of Council files.

This confirmation only relates to compliance with the requirements of the Auckland City Operative District Plan 1999 – Isthmus Section, and does not preclude the need to obtain all necessary licenses and certificates for the use of the premises under the Sale of Liquor Act 1989.

Yours faithfully

Hayes Perkins
Planning Commissioner (Processing)
AUCKLAND CITY ENVIRONMENTS

C:\SDADoc.doc

FILE NOTE

TO: Hayes Perkins
Team Leader
Resource Consents
FROM: Colin Hopkins
Planner
Resource Consents
DATE: 02 February 2006

SUBJECT: CERTIFICATE ISSUED UNDER THE SALE OF LIQUOR ACT 1989 PURSUANT TO THE RESOURCE MANAGEMENT ACT 1991 AT 2-8 OSBORNE STREET, NEWMARKET (REF: LUC20060015001)

The applicant, Shane Diack seeks an On licence for the use of the premises as a Tavern known as The Broadway Pub & Cafe at 2-8 Osborne Street, Newmarket. The subject site is zoned Business 3 under the Operative District Plan 1999 – Isthmus Section. Taverns are a permitted activity within this zone.

A resource consent (Council Reference LUC57020218501) was issued on the 12th of July 2002 for the change of activity from a restaurant to a tavern. As a condition of consent the applicant is required to lease 24 car parks from 12 Kent Street, to be made available to the patrons. It is noted that while the consent required 24 car parks to be leased the applicant leased 25 car parks. Confirmation of this agreement from Jerry Shih, Director of Sunern Groups and owner of the leased car parks has been provided in the application (copy attached).

Subsequent to this consent, an application for resource consent was approved (Council Reference LUC20040537301) to change the activity from a tavern to an entertainment facility. Requiring consent for a parking shortfall of 20 spaces, with 5 spaces provided on site in conjunction with the 25 leased spaces of the previously approved consent. However, despite this approved Resource Consent the Liquor Licensing Authority did not grant a licence to the applicant as the company did not fit the appropriate criteria. As such, pursuant to the Sale of Liquor Act the premises have continued to operate as a Tavern in order to maintain their liquor licence. The applicant has provided written confirmation of their intention to also continue to operate as a tavern.

Neither of the consents placed restrictions on the hours of operation for the business.

The above information confirms that the Tavern has been legally established by way of resource consent. Conditions have been imposed on the resource consents that must be adhered to on an ongoing basis. Accordingly, a Liquor Planning Certificate can be issued.

Colin Hopkins
Planner - Resource Consents
Auckland City Environments

COMPLIANCE SCHEDULE STATEMENT NO: 00018

Issued: 31/01/06

Expires: 31/01/07

Building:
Street Address:
Rates 3-3B York Street Newmarket 1001
LOTS 1-2 DP 22146 LOTS 3-4 DP 22145 PT
ALLOTS 15 SEC 6 AUCKLAND SUBS

Owner: Suncern Properties
2 Short Street
Newmarket
Auckland 1001

Usage: Tavern (FH2)
Occupancy number: 70
Year constructed: 1930

Phone:

Systems or features pertaining to this building:

CC1: Emergency Warning Systems for fire or other dangers.
CD: Emergency Lighting Systems

CG: Any automatic back-flow preventer connected to a potable water supply.

Where appropriate to the above systems/features the following may apply:

CM: Means of escape from fire.
CO: Access and facilities for persons with disabilities to and within buildings, meeting the requirements of section 118 of the Building Act 2004.
CQ: Such signs as are required by the Building Code or section 120 of the Building Act 2004.

Compliance Schedule No: 200900018 specifies inspection, maintenance & reporting procedures for the above systems and features of the building.

The Compliance Schedule and written reports obtained in accordance with this are kept at:

3A York St Newmarket Auckland

(Page 1 of 3)

AssetCare Limited

Building Management Services

C.O.A.

008066710



BUILDING WARRANT OF FITNESS

FORM 12 SECTION 108 BUILDING ACT 2004

FORM 12

BUILDING			
Street Address of Building: 3-3B York Street, Newmarket		Compliance Schedule No.: 200600018	BWOF Expiry Date: 31/01/2009
Legal Description: Lots 1-2 DP 22146 Lots 3-4 DP 22145 Pt Allots 15 Sec 8 Auckland Subs		Fire Hazard Category: 2	Intended Life \leq 50 yrs N/a
		Used as: Tavern	Level/Unit #: N/a
Building Name: Solree		Year Construction: 1930	
		Location of Building N/a within site block:	
Maximum number occupants that can safely use this building is: (70) LEV LEV LEV			
OWNER			
Name of Owner: Suncern Properties		Contact Person: N/a	
Mailing Address: C/- John Cantell, 2 Short Street, Newmarket		Street Address/Registered Office: N/a	
Telephone (day):# c/- (09) 633 0830		Mobile #: N/a	
Telephone (a/h):# c/- (09) 633 0830		Facsimile #: c/- (09) 633 0266	
E-mail Address: gale@assetcare.co.nz		Web Site: N/a	
SPECIFIED SYSTEMS			
A1	Automatic sprinkler system	I	Mechanical ventilation or air-conditioning
A2	Automatic gas / foam	J	Other electronic or mechanical systems
B	Electromagnetic / auto doors / windows	K	Building maintenance unit
C1	<input checked="" type="checkbox"/> Auto / manual emergency warning system	K1	Audio loops
C2	Auto gas detector	K2	Smoke control systems
D	<input checked="" type="checkbox"/> Emergency lighting	K3	Emergency power systems
E	Escape route pressurisation	L	Signage (A - K above)
F	Riser mains for fire service use	M	<input checked="" type="checkbox"/> Means of escape
G	<input checked="" type="checkbox"/> Automatic backflow protection connected to the potable water supply	N	Safety Barriers
H1	Lifts (passenger)	O	<input checked="" type="checkbox"/> Access/facilities for people with disabilities
H2	Lifts (goods)	P	Hand held fire hose reels
H3	Escalator, or other systems for moving people or goods within buildings	Q	<input checked="" type="checkbox"/> Signs as required by the Building Code

The Compliance Schedule records are kept at: **3-3B York Street, Newmarket**The inspection, maintenance, and reporting procedures of the compliance schedule for the building above, have been fully complied with during the **1 month** prior to the date stated below.

Signature of Owner / Agent 	Print Name Gale Ward AssetCare Limited 09 633 0830	Date 31st January 2008
--------------------------------	--	----------------------------------

Owner / agent on behalf of and with the authority of the owner

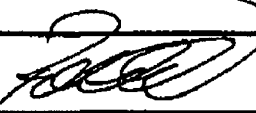
AssetCare Limited
Building Management Services

G.O.A.
0080667101

CERTIFICATE OF COMPLIANCE 16 MAY 2008
INSPECTION, MAINTENANCE & REPORTING PROCEDURES
FORM 12A Section 108 (3)(c), Building Act 2004

FORM 12A

Compliance Schedule No.: 200800018		BWOF Expiry Date: 31/01/2009	
Street Address of Building: 3-3B York Street, Newmarket		Legal Description of land where building is located: Lots 1-2 DP 22146 Lots 3-4 DP 22145 Pt Allots 15	
Building Name: Solree		Sec 6 Auckland Suba	
Level / Unit #: N/a		Location of Building within site block: N/a	
OWNER			
Name of Owner: Suncern Properties		Contact Person: N/a	
Mailing Address: C/- John Cantell, 2 Short Street, Newmarket		Telephone: c/- (09) 633 0830 Facsimile: c/- (09) 633 0266	
SPECIFIED SYSTEMS			
The inspection, maintenance, and reporting procedures of the compliance schedule have been fully complied with during the 1 month prior to the date stated below in relation to the following specified system/s:			
A1	Automatic sprinkler system	I	Mechanical ventilation or air-conditioning
A2	Automatic gas / foam	J	Other electronic or mechanical systems
B	Electromagnetic / auto doors / windows		
C1	Auto / manual emergency warning system		
C2	Auto gas detector	K	Building maintenance unit
D	Emergency lighting	K1	Audio loops
E	Escape route pressurisation	K2	Smoke control systems
F	Riser mains for fire service use	K3	Emergency power systems
G	Automatic backflow protection connected to the potable water supply	L	Signage (A - K above)
		M	Means of escape
H1	Lifts (passenger)	N	Safety Barriers
H2	Lifts (goods)	O	Access/facilities for people with disabilities
H3	Escalator, or other systems for moving people or goods within buildings	P	Hand held fire hose reels
		Q	Signs required for people with disabilities

Signature: 	Name of IQP: Peter Clark
Name of Company: AssetCare Limited	IQP No.: 449
Telephone No.: 09 633 0830	Date: 31st January 2008

BUILDING CONSENT APPROVALThe Building

Consent No:	BLD20080083801
Date Lodged:	17-01-2008
Project:	Change wall layout in kitchen and relocate wash up area, change wall and floor finishes.
Intended Life:	MORE THAN 50 YEARS
Accepted Value:	\$ 70,000
Project Address:	8 Osborne Street, Newmarket, 1023
Legal Description:	LOTS 1-2 DP 22146 LOTS 3-4 DP 22145 PT ALLOT 15 SEC 6 AUCKLAND SUBS
Certificate of Title:	CT 630/44

The Owner

Name of Owner:	Parly Acquisitions Limited AND N Shore, P O Box 37307 PARNELL AUCKLAND 1033
Contact Person:	Paul Izzard Design Limited AND Paul Izzard Design Limited P O Box 91131 AUCKLAND 1030

Building Work

The following building work is authorised by this building consent:

Change wall layout in kitchen and relocate wash up area, change wall and floor finishes.

The Building Consent is a consent under section 51 of the Building Act 2004. This building consent does not relieve the owner of the building (or proposed building) of any duty or responsibility under any other Act relating to or affecting the building (or proposed building).

This Building Consent also does not permit the construction, alteration, demolition, or removal of the building (or proposed building) if that construction, alteration, demolition, or removal would be in breach of any other act.

Clause B2 (Section 2) of the Building Codes Acceptable Solutions specifies the requirements relating to the durability of specific building elements.

Please note that many of these elements require regular maintenance to be undertaken to achieve the durability requirement.

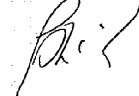
Attachments

Copies of the following documents are attached to this building consent:

- ☒ Project information memorandum number: 20080100601

This building consent is issued subject to the conditions / endorsements, overleaf.

Signed:



Ian McCormick
Manager Building Control
Auckland City Environments

Date granted: 29 February 2008

NOTE: You are advised that this Building Consent will lapse in 12 months from the date of issue if no work or an inspection has been undertaken. Also the building work proposed in this Building Consent must be completed within two years from the date the Building Consent was granted.

Compliance Schedule 200600018

Customer Information Report



Property and Licensee Details:

Property Address:	Rates 3-3B York Street, Newmarket, Auckland 1023		
Legal Description:	LOTS 1-2 DP 22146 LOTS 3-4 DP 22145 PT ALLOTS 15 SEC 6 AUCKLAND SUBS		
Licensee Name:	Kent Street Holdings Limited		
Licensee Address:	PO Box 37307, Parnell, Auckland 1151		
WOF Supplier:	ASSETCARE	Highest FHC:	2
Property Usage:	Tavern	Purpose Group:	
Customer Reference:	200600018		

Compliance Schedule/Building WOF Details:

First Issued: 31-Jan-2006	Current Status: Approved	Expires: 31-Jan-2015
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Location of Compliance Schedule and Written Reports:

3-3B York St Newmarket Auckland

Compliance Schedule Systems/Features

- 2.1: Emergency warning system for fire or other dangers
- 4: Emergency lighting systems
- 7: Any automatic back-flow prevention connected to a potable water supply
- 14: Emergency Power/Signs Sys 1-13
 - 14.2: Signs for systems 1-13
- 15. Other Fire Systems (Means of Escape)
 - 15 (b) Final exits
 - 15 (d) Signs for communicating information intended to facilitate evacuation

Date issued: 25 February 2014

1 Greys Avenue | Private Bag 92300, Auckland 1142 | aucklandcouncil.govt.nz | Ph 09 301 0101

Compliance Schedule

N^o:HCS/94/00485

Issued under section 105 of the Building Act 2004

Date of issue: 27-Apr-1994

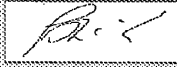
THE BUILDING		OWNER	
Street address:	2-8 Osborne Street, Newmarket, Auckland 1023	Name:	Parly Acquisitions Limited
Legal description:	LOTS 1-2 DP 22146 LOTS 3-4 DP 22145 PT ALLOTS 15 SEC 6 AUCKLAND SUBS	Postal address:	PO Box 37307 Parnell Auckland 1151
Building name:		Level / Unit N ^o :	
Current lawful use:	RETAIL/RESTAUR/OFF	Registered office:	
Maximum occupancy N ^o :		Telephone:	
Year first constructed:		Mobile:	
Highest FHC:		Purpose group:	

SPECIFIED SYSTEMS PERTAINING TO THIS BUILDING

2.1: Emergency warning system for fire or other dangers
 4: Emergency lighting systems
 7: Any automatic back-flow prevention connected to a potable water supply
 9: Mechanical ventilation & air conditioning
 14: Emergency Power/Signs Sys 1-13

14.2: Signs for systems 1-13
 15. Other Fire Systems (Means of Escape)
 15 (b) Final exits
 15 (d) Signs for communicating information intended to facilitate evacuation

This Amendment under 2012 Amendments to the 2004 Building Act**Adds: (14.2)Signs (15b)Final Exits (15d)Signs****Deletes: reference to 1991 B/Act Passives**

RECORDS:	
The inspection, maintenance and reporting procedures for the above-specified systems are described in the maintenance manual.	
Signed on behalf of Auckland Council by	Date: 28-May-2012
	Name and role: Ian McCormick Manager, Building Control
Auckland Council, Private Bag 92300, Auckland 1142	

BUILDING CONSENT APPROVAL

THE BUILDING

Consent No:	B/2012/1817/A
Date Lodged:	2012-05-29
Project:	Amendment - Revised portal frame and footings on grid C for tenancy 5, 6 and 7.
Intended Life:	50 Years
Accepted Value:	\$25,000.00
Project Address:	2-8 Osborne Street, Newmarket, Auckland 1023
Legal Description:	LOTS 1-2 DP 22146 LOTS 3-4 DP 22145 PT ALLOTS 15 SEC 6 AUCKLAND SUBS
Certificate of Title:	CT-630/44, CT-582/88, CT-630/44, CT-582/88

THE OWNER

Name of Owner:	Parly Acquisitions Limited c/o Simon Rowintree PO Box 37307 Parnell, Auckland 1151
Contact Person:	Q Douglas C/O Shed 5 Limited, PO Box 911302, Victoria Street West, Auckland 1142

BUILDING WORK

The following building work is authorised by this building consent:

Amendment - Revised portal frame and footings on grid C for tenancy 5, 6 and 7.

The Building Consent is a consent under section 51 of the Building Act 2004. This building consent does not relieve the owner of the building (or proposed building) of any duty or responsibility under any other Act relating to or affecting the building (or proposed building).

This Building Consent also does not permit the construction, alteration, demolition, or removal of the building (or proposed building) if that construction, alteration, demolition, or removal would be in breach of any other act.

Clause B2 (Section 2) of the Building Codes Acceptable Solutions specifies the requirements relating to the durability of specific building elements.

Please note that many of these elements require regular maintenance to be undertaken to achieve the durability requirement.

This building consent is issued subject to the conditions / endorsements, overleaf.

If there are any previous, building consents on this property that have no Code Compliance Certificate Issued these may cause a delay in the issuing of the Code Compliance Certificate on this building consent. It is the property owner's responsibility to ensure that all building consents on the property are issued with a Code Compliance Certificate.

This Building Consent Approval includes structural advice note.

Signed:



Ian McCormick
Manager Building Control
Auckland Council

Date granted: 7 June 2012

NOTE: You are advised that this Building Consent will lapse in 12 months from the date of issue if no work or an inspection has been undertaken. Also the building work proposed in this Building Consent must be completed within two years from the date the Building Consent was granted.



**DISCRETIONARY ACTIVITY RESOURCE CONSENT APPLICATION UNDER THE
RESOURCE MANAGEMENT ACT 1991 AT 2-8 OSBORNE STREET, NEWMARKET,
AUCKLAND 1023**

To: David Oakhill
Team Manager: Resource Consents and Compliance

From: Evan Keating
Senior Planner

Reference: R/LUC/2011/2274

1. THE APPLICANT AND PROPERTY DETAILS

Site Address: 2-8 Osborne Street, Newmarket, Auckland 1023

Applicant's Name: Parly Acquisitions Limited

Legal Description: LOTS 1-2 DP 22146 LOTS 3-4 DP 22145 PT ALLOTS
15 SEC 6 AUCKLAND SUBS

Site Area: 2388m² (two lots)

Zoning: Auckland Council District Plan (Auckland City
Isthmus Section) – Business 3

Designations/limitations: Volcanic cones view protection
PC196: outer parking area
PC196: C09 – 06 verandah control
D09 – 60 Kent's bakery category B (site and
surrounds)

2. BACKGROUND, PROPOSAL AND SITE DESCRIPTION

The subject site is a large square shaped site with frontages to Osborne, York, and Kent Streets, which are all known as 2-8 Osborne Street. This portion of the site faces to the east to Osborne Street. The site contains a variety of buildings which accommodate commercial uses, primarily retail and restaurants. The portion of the site subject to this application contains a simple two level brick building which was originally a bakery warehouse. It has since been divided into commercial tenancies for retail and entertainment uses although a number are currently vacant pending the outcome of this application. The surrounding area is characterised by intensive commercial development with a number of multi-level buildings close by. Osborne Street has recently undergone a streetscape upgrade with new paving, street furniture and traffic calming measures.

The applicant proposes to carry out a number of alterations to the building in question, these would comprise the following:

- Changes to the Osborne Street frontage to provide display windows and new door openings;

- Removal of modern additions including a dormer window, shutters and plasterwork;
- Removal of additions to the rear of the building to allow for a potential future pedestrian link through the building;
- Installation of a verandah over the door and window openings.

This site was subject to an application for a similar proposal, reference R/LUC/2010/5322, which did not feature a verandah and had less sympathetic alterations to the building. This application was withdrawn as it was approved for notification by a duty commissioner. This application seeks to address the issues raised in the previous proposal. The proposal does not involve any change of use on the site and therefore no issues with regard to the parking requirements of the District Plan are raised.

3. NOTIFICATION ASSESSMENT (SECTIONS 95A TO 95E)

3.1 Statutory matters

Section 95A gives a council discretion to decide whether to publicly notify an application or not. However, an application must be publicly notified if:

- (a) *the activity will have, or is likely to have, adverse effects on the environment that are more than minor;*
- (b) *the applicant requests public notification of the application; or*
- (c) *a rule or national environment standard requires public notification.*

Section 95A(3) provides that an application must not be publicly notified if a rule or national environmental standard precludes public notification and the applicant has not requested public notification.

Despite the above, a council also has discretion to publicly notify an application if it decides there are special circumstances in relation to the application.

Section 95B provides that if an application is not publicly notified, a council must decide if there are any affected persons in relation to the activity. Limited notification of the application must be given to affected persons unless a rule or environmental standard precludes limited notification.

3.2 Sections 95A and 95D – Public Notification

In determining whether to publicly notify an application, section 95D specifies a council must decide whether an activity will have, or is likely to have, adverse effects on the environment that are more than minor. In making this decision, a council:

- *must disregard any effects on persons who own or occupy:*
 - *the land in, on or over which the activity will occur; or*
 - *any land adjacent to that land;*
- *may disregard an adverse effect of the activity if a rule or national environmental standard permits an activity with that effect (i.e. council may consider the "permitted baseline");*
- *must disregard an adverse effect of the activity that does not relate to a matter for which a rule or national environmental standard reserves control or restricts discretion;*
- *must disregard trade competition and the effects of trade competition;*
- *must disregard any effect on a person who has given written approval to the application.*

DEED OF LEASE

THIRD EDITION 1993 (2)

DEED made the _____ day of _____ 19 _____

LANDLORD SUNCERN PROPERTIES (KHYBER PASS) LIMITED

 TENANT THE MAGIC WOK ENTERPRISE LIMITED
~~XXXXXXXXXXXXXXXXXXXX~~
GUARANTOR OR CHIT WING

THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises described in the First Schedule together with the right to use:

- a) The Landlord's fixtures and fittings contained in the premises.
- b) The common areas of the property.
- c) The car parks described in the First Schedule.

FOR the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND THE TENANT covenant as set out in the Second Schedule.

THE GUARANTOR covenants with the Landlord as set out in the Guarantee in the Third Schedule

SIGNED by the Landlord

(by affixing its

common seal)

in the presence of:

 C. H. Law
 Director

 Director
~~Signature~~

SIGNED by the Tenant

(by affixing its

common seal)

in the presence of:

 Director
~~Signature~~

 Director
~~Signature~~

SIGNED by the Guarantor

in the presence of:

Name: L J CHIN
 Address: Auckland
 Occupation: office Administrator

OR CHIT WING

 Witness
~~Signature~~

This is the document marked "F" and referred to in the annexed Declaration of JAMES PIERCE BROWN of Auckland, declared at Auckland this day of 13 MAY 2015 before me:
 W A Solicitor of the High Court of New Zealand

FIRST SCHEDULE

PREMISES: 4 Kent Street, Newmarket, Auckland containing 1250 square feet more or less together with the right to use the toilet facility (in common with other tenants in the building)

CARPARKS: 2 carparks in front of 4 Kent Street, Newmarket marked "A" and "B" on the attached plan.
~~2 carparks in front of 4 Kent Street, Newmarket marked "A" and "B" on the attached plan.~~

TERM: 6 years (subject to 6 months' demolition clause)

COMMENCEMENT DATE: 1 August 1999

FURTHER TERMS: 2 rights of renewal of 3 years each

RENEWAL DATES: 1 August 2005 and 1 August 2008

FINAL EXPIRY DATE: 31 July 2011 providing the right of renewals have been exercised

ANNUAL RENT: (Subject to review if applicable) \$18,750 plus GST from and including 1.8.99 to 31.7.2001 then \$22,000 plus GST from and including 1.8.2001 to 31.7.2003 for the premises

MONTHLY PAYMENTS OF RENT: \$2,000 for the carparks plus GST \$2,600 for the carparks plus GST
 \$1,779.17 plus GST per month from 1.8.99 to 31.7.2001) for the premises
 \$2,050 plus GST per month from 1.8.2001 to 31.7.2003) for the premises
 \$216.67 plus GST for the carparks
~~\$216.67 plus GST for the carparks~~

RENT PAYMENT DATES: The 1st day of each month commencing on the 1st day of August 1999

REVIEW DATES: 1 August 2003, 1 August 2005
 1 August 2007 and 1 August 2009 if the rights of renewal are exercised

ROPORTION OF OUTGOINGS: (Clause 3.1) \$1,500 plus GST per annum subject to review on the rent review dates

DEFAULT INTEREST RATE: 15 % per annum.

BUSINESS USE: Restaurant/Lunchbar

IMPROVEMENTS RENT PERCENTAGE: (Clause 23) 20.50 %

INSURANCE — Full replacement and reinstatement, 12 months loss of rent and public risk

~~XX~~

(Delete one)

OUTGOINGS (Clause 3)

1. Rates or levies payable to any local or territorial authority.
2. Charges for water gas electricity telephones and other utilities or services.
3. Rubbish collection charges.
4. New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
5. Such portion of the Landlord's land tax as the value of the land forming part of the property bears to the total value of all land included in the Landlord's assessment for land tax.
6. Insurance premiums and related valuation fees. (Clause 9).
7. Service contract charges for air conditioning, lifts and other building services.
8. 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).
9. The provisioning of toilets and other shared facilities.
10. The cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement.
11. Yard and carparking area maintenance and repair charges but excluding charges for structural repairs to the building.
12. Body Corporate charges for insurance premiums and related valuation fees and reasonable management administration expenses.
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 Section 45 of the Building Act 1991.

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 by direct payment to the Landlord or as the Landlord may direct.

Rent Review

- 2.1 THE annual rent may be reviewed by the Landlord as follows:

- (a) The Landlord shall commence a review by not earlier than three (3) months prior to a review date or at any time up to the next following review date giving written notice to the Tenant specifying the annual rent considered by the Landlord to be the current market rent as at that review date.
- ~~(b) If, by written notice to the Landlord within twenty eight (28) days after receipt of the Landlord's notice, the Tenant disputes that the proposed new annual rent is the current market rent then the new rent shall be determined in accordance with clause 2.2. BUT the new rent shall not be less than the annual rent payable during the period of twelve (12) months immediately preceding the relevant review date.~~
- (c) If the Tenant fails to give such notice (time being of the essence) the Tenant shall be deemed to have accepted the annual rent specified in the Landlord's notice.
- (d) The annual rent so determined or accepted shall be the annual rent from the review date or the date of the Landlord's notice if such notice is given later than three (3) months after the review date.
- (e) Pending the determination of the new rent, the Tenant shall pay the rent specified in the Landlord's notice provided that the rent is substantiated by a registered valuer's report. Upon determination of the new rent an appropriate adjustment shall be made.
- (f) The rent review at the option of either party may be recorded in a Deed, the cost of which and the stamp duty thereon shall be payable by the Tenant.

2.2 **IMMEDIATELY** following receipt by the Landlord of the Tenant's notice the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within fourteen (14) 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 fourteen (14) 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 fourteen (14) day period 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 an umpire who need not be a registered valuer.
 - (4) The valuers shall determine the current market rent of the premises and if they fail to agree then the rent shall be determined by the umpire.
 - (5) Each party shall be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and they shall have regard to any such representations but not be bound thereby.

When the new rent has been determined the arbitrators or the valuers shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties.

Outgoings

- 3.1 **THE** Tenant shall pay the outgoings in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion thereof as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 **THE** Landlord may vary the proportion of any outgoing payable to ensure that the tenant pays a fair proportion of the outgoing.
- 3.3 **IF** any outgoing is rendered necessary by another tenant of the property or that tenant's employee, contractors or invitees causing damage to the property or by another tenant failing to comply with the tenant's leasing obligations, then such outgoing shall not be payable by the Tenant.
- 3.4 **THE** outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 **THE** outgoings shall be payable on demand or if required by the Landlord by monthly instalments of each rent payment date of such reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 **AFTER** the 31st March in each year of the term or such other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7 **THE** Tenant's liability to pay outgoings during the term shall subsist notwithstanding the end or earlier termination of the term.
- 3.8 **NOTWITHSTANDING** any other provision in this lease, but with the exception of clause 18.2, the Tenant shall only be liable to pay the outgoings specified in the first schedule.

Goods and Services Tax

- 4.1 THE Tenant shall pay to the Landlord or as the Landlord shall direct the Goods and Services Tax payable by the Landlord in respect of the rental and other payments payable by the Tenant hereunder. The tax in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2 IF the Tenant shall make default in payment of the rental or other moneys payable hereunder and the Landlord becomes liable to pay additional Goods and Services Tax then the Tenant shall on demand pay to the Landlord the additional tax.

Interest on Unpaid Money

5. IF the Tenant defaults in payment of the rent or other moneys payable hereunder for fourteen (14) days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment down to the date of payment.

Costs

6. THE Tenant shall pay the Landlord's solicitors costs of and incidental to the preparation of this lease and any variation or renewal or any Deed recording a rent review and the stamp duty payable, and the Landlord's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Landlord's rights remedies and powers under this lease.

Indemnity

7. THE Tenant shall indemnify the Landlord against all damage or loss resulting from any act or omission on the part of the Tenant or the Tenant's employees contractors or invitees. The Tenant shall recompense the Landlord for all expenses incurred by the Landlord in making good any damage to the property resulting from any such act or omission. The Tenant shall be liable to indemnify only to the extent that the Landlord is not fully indemnified under any policy of insurance.

LANDLORD'S PAYMENTS**Outgoings**

8. SUBJECT to the Tenant's compliance with the provisions of Clause 3 the Landlord shall pay all outgoing 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.

Insurance

- ~~9. THE Landlord shall at all times during the term keep and maintain any buildings on the property insured under a policy of the type shown in the First Schedule against loss damage or destruction by fire and such other risks as the Landlord may reasonably determine and such cover may extend to —~~

- (a) a twelve (12) month indemnity in respect of consequential loss of rent,
- (b) loss damage or destruction of windows and other glass and all the Landlord's fixtures fittings and chattels, and
- (c) adequate public risk cover.

MAINTENANCE AND CARE OF PREMISES**Tenant's Obligations**

10.1 **THE** Tenant shall (subject to any maintenance covenant by the landlord) in a proper and workmanlike manner and to the reasonable requirements of the Landlord:

(a) **Maintain the premises**

Keep and maintain the interior of the premises including the Landlord's fixtures and fittings in the same clean order repair and condition as they were in at the commencement of this lease and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use or damage by fire earthquake flood storm act of God inevitable accident or any risk against which the Landlord is insured unless the insurance moneys are rendered irrecoverable in consequence of any act or default of the Tenant or the Tenant's agents employees contractors or invitees.

(b) **Repair minor breakages**

Repair all glass breakages and breakage or damage to all doors windows light fittings and power points of the premises and shall keep that portion of the electrical system of the premises from the switchboard to all power outlets in good operating condition. This provision shall apply notwithstanding any other provision in this lease.

(c) **Painting**

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated when the same reasonably require repainting and redecoration.

(d) **Floor coverings**

Keep all floor coverings in the premises clean and replace all worn or damaged floor coverings with floor coverings of a similar quality when reasonably required by the Landlord.

(e) **Make good defects**

Make good any damage to the property caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible.

10.2 **WHERE** the Tenant is leasing all of the property the Tenant shall:

(a) **Maintain yards**

Keep and maintain any car parks pavings and other sealed or surfaced areas in good order and repair.

(b) **Care of grounds**

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

(c) **Water and drainage**

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

(d) **Other works**

Carry out such works to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.

10.3 **THE** Tenant shall not be liable for the maintenance or repair of any building service the subject of a service maintenance contract but this clause shall not release the Tenant from any obligation to pay for the cost of any such contract or charges in respect of any such maintenance or repair.

10.4 **WHERE** the Tenant is obligated to make good damage to the property of the Landlord then the Landlord shall reimburse the Tenant for the cost of making good the damage to the extent of any insurance moneys receivable by the Landlord in respect of such damage.

Toilets

11. **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

12. **THE** Tenant shall regularly cause all rubbish and garbage to be removed from the premises and will keep any 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

- 13.1 **THE** Landlord shall keep and maintain the building and all building services in good order and repair but the Landlord shall not be liable for any:
- (a) Repair or maintenance which the Tenant is responsible to undertake; or
 - (b) Want of repair or defect in respect of building services so long as the Landlord is maintaining a service maintenance contract covering the work to be done; or
 - (c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises.
 - (d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing thereof from the Tenant and shall not within a reasonable time thereafter have taken appropriate steps to remedy the same.
- 13.2 **THE** Landlord shall keep and maintain service maintenance contracts for lifts, airconditioning and the Landlord's option any other building services unless it is the obligation of the Tenant to maintain such contracts.

Notification of Defects

14. **THE** Tenant shall give to the Landlord prompt notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

Landlord's Right of Inspection

15. **THE** Landlord and the Landlord's employees contractors and invitees may at all reasonable times enter upon the premises to view their condition. If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of Clause 10 the Tenant shall with all reasonable speed so comply.

Landlord may Repair

16. **IF** default shall be made by the Tenant in the due and punctual compliance with any repair notice given pursuant to the previous clause or in the event that any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times enter upon the premises to execute such works. Any moneys expended by the Landlord in executing such works shall be payable by the Tenant to the Landlord upon demand together with interest thereon at the default interest rate from the date of expenditure down to the date of payment.

Access for Repairs

17. **THE** Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times to enter the premises to carry out repairs to the premises or adjacent premises and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs inspections and work to be carried out with the least possible inconvenience to the Tenant.

USE OF PREMISES**Business Use**

18.1 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 in respect of any proposed use

(a) not in substantial competition with the business of any other occupant of the property which might be affected by the use,

(b) reasonably suitable for the premises and

(c) conforming with all town planning ordinances, provisions and consents.

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.

18.2 IF any change in use requires compliance with Section 46 of the Building Act 1991 the Landlord, as a condition of granting consent, may require the Tenant to comply with Section 46 of the Act and to pay all compliance costs.

18.3 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.

Lease of Premises Only

19. THE tenancy shall relate only to the premises and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation thereto other than the rights of use herein provided.

Neglect of Other Tenant

20. THE Landlord shall not be responsible to the Tenant for any act of default or neglect of any other tenant of the property.

Signage

21. THE Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building or the appurtenances thereof without the prior approval in writing of the Landlord but such approval shall not be unreasonably or arbitrarily withheld in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned thereby.

Additions and Alterations

22.1 ~~THE Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises without first procuring the written consent of the Landlord on every occasion and the Tenant shall~~ obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld) for that purpose. If the Landlord shall authorise any alterations or additions the Tenant will at the Tenant's own expense if required by the Landlord at the end of the term reinstate the premises. The Tenant will promptly discharge and procure the withdrawal of any liens or charges of which notice may be given to the Tenant or the Landlord in respect of any work carried out by the Tenant.

22.2 THE Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 1991), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act.

Compliance with Statutes and Regulations

- 23.1 **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 or alterations other than those 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 1991 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
- 23.2 If the Landlord is obliged by any such legislation or requirement to expend moneys on any improvement addition or alteration to the premises then the Landlord shall be entitled to charge in addition to the rent an annual sum equal to the Improvements Rent Percentage of the amount so expended by the Landlord and the monthly payments of rent shall increase accordingly from the first day of the month in which such improvement addition or alteration is completed. If the Landlord would be obliged to expend an unreasonable amount then the Landlord may determine this lease and any dispute as to whether or not the amount is unreasonable shall be determined by arbitration.

No Noxious Use

24. **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 such weight size or shape as is likely to cause damage to the building or any surfaced area,
 - (b) use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business, or
 - (c) 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.

Tenant not to Void Insurances

25. **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 or
 - (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.

In any case where in breach of this clause the Tenant has rendered any insurance less effective or void and the Landlord has suffered loss or damage thereby the Tenant shall forthwith compensate the Landlord full for such loss or damage.

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

26. 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 or
- (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within three (3) months of the date of damage or destruction give the Tenant one (1) months written notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable according to the nature and extent of the damage.

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

Partial Destruction

- 27.1 IF the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises 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 shall be obtainable,

THEN the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises and 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 according to the nature and extent of the damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

DEFAULT**Distress**

28. THE Landlord may distrain for rent or other moneys payable under this lease remaining unpaid fourteen (14) days after due date.

Re-entry

29. **THE** Landlord may re-enter the premises at the time or at any time thereafter
- (a) if the rent shall be in arrear fourteen (14) days after any of the rent payment dates,
 - (b) in case of breach by the Tenant of any covenant or agreement on the Tenant's part herein expressed or implied,
 - (c) ~~if the Tenant shall make or enter into or endeavour to make or enter into any composition~~ assignment or other arrangement with or for the benefit of the Tenant's creditors,
 - (d) in the event of the insolvency bankruptcy or liquidation of the Tenant,
 - (e) if the Tenant shall suffer distress or execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5000.00)
- and the term shall terminate on such re-entry but without prejudice to the rights of either party against the other.

Loss on Re-entry

30. **UPON** re-entry the Landlord may remove from the premises any chattels in the apparent possession of the Tenant and place them outside the premises and the Landlord shall not be answerable for any loss resulting from the exercise of the power of re-entry.

Essentiality of Payments

- 31.1 **FAILURE** to pay rent or other moneys payable hereunder on the due date shall be a breach going to the essence of the Tenant's obligations under the Lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 31.2 **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

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

REMOVAL OF TENANT'S FIXTURES

33. ~~THE~~ Tenant not being in breach may at any time before and will if required by the Landlord at the end or earlier termination of the term remove all the Tenant's fixtures and fittings and make good at the Tenant's own expense all resulting damage and if not removed within seven (7) days of the Landlord's request ownership of the Tenant's fixtures and fittings passes to the Landlord.

QUIET ENJOYMENT

34. **THE** Tenant paying the rent and performing and observing all the covenants and agreements here in expressed and implied shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

RENEWAL OF TERM

35. **IF** the Tenant has not been in breach of this lease and has given to the Landlord written notice to renew the lease at least three (3) calendar months before the end of the term then the Landlord will at the cost of the Tenant renew the lease for the next further term from the renewal date as follows:
- (a) The annual rent shall be agreed upon or failing agreement shall be determined in accordance with clause 2.2 but such annual rent shall not be less than the rent payable during the period of twelve (2) months immediately preceding the renewal date.
 - (b) Such annual rent shall be subject to review during the further term on the review dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews.
 - (c) The renewed lease shall otherwise be upon and subject to the covenants and agreements here in expressed and implied except that the term of this lease plus all further terms shall expire on or before the final expiry date.
 - (d) Pending the determination of the renewal rent the Tenant shall pay the rent proposed by the Landlord provided that the rent is substantiated by a registered valuer's report. Upon determination an appropriate adjustment shall be made.

ASSIGNMENT OR SUBLETTING

- 36.1 **THE** Tenant shall not assign sublet or otherwise part with the possession of the premises or any part thereof without first obtaining the written consent of the Landlord which the Landlord shall give if the following conditions are fulfilled:
- (a) The Tenant proves to the satisfaction of the Landlord that the proposed assignee or subtenant is or in the case of a company the shareholders of the proposed assignee or subtenant are) respectively responsible and has the financial resources to meet the Tenant's commitments under this lease
 - (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.
 - (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.
 - (d) In the case of an assignment to a company (other than a listed public company) a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and (if required by the Landlord) by the Directors and delivered to the Landlord.
 - (e) The Tenant pays the Landlord's proper costs and disbursements in respect of the approval or preparation and stamping of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor.
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- 36.2. **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
- 36.3 **ANY** assignment or subletting of the type or in the manner referred to in Section 109 (2) of the Property Law Act 1952 shall be a breach of the provisions of this lease.
- 36.4 **WHERE** any Tenant is an unlisted company then any change in the legal or beneficial ownership of any of its shares or issue of new capital whereby in either case there is a change in the effective management or control of the company is deemed to be an assignment of this lease.

UNIT TITLE COVENANTS

Body Corporate

- 37.1 **THE** expression "Body Corporate" means the Body Corporate incorporated under the Unit Titles Act 1972 ("the Act") in respect of the property.

Act and Rules Paramount

- 37.2 **THIS** lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

Insurance

- 37.3 **THE** Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance covers in accordance with the Act.

Indemnity

- 37.4 **THE** Tenant's obligation to indemnify the Landlord as herein expressed is extended to include the Body Corporate but only to the extent that the Body Corporate is not fully indemnified under any policy of insurance.

Lessor's Obligations

- 37.5 **THE** Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

Consents

- 37.6 **WHERE** in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to any such matter would be necessary under its rules or the Act.

GENERAL

Holding Over

38. **IF** the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, such occupation shall be a monthly tenancy only terminable by one month's written notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a monthly tenancy) as herein expressed or implied.

Access for Re-Letting

39. **THE** Tenant will at all reasonable times during the period of three months immediately preceding expiration of the term permit intending tenants and others with written authority from the Landlord or the Landlord's agents at all reasonable times to view the premises.

Suitability

40. **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.

Waiver

41. NO waiver or failure to act by the Landlord in respect of any breach by the Tenant shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

42. 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 premises to this lease and the Tenant will not register a caveat in respect of the Tenant's interest hereunder.

Notice

43. SUBJECT to the provisions of the Property Law Act 1952 any notice to be given to the Landlord or the Tenant hereunder shall be deemed sufficiently served if
- (a) sent by registered post to the addressee's last known address in New Zealand, or
 - (b) in the case of a body corporate sent to its registered office, or
 - (c) if there is no last known address or registered office, placed conspicuously on any part of the premises.

Any notice so posted or placed shall be deemed to have been served on the day following the posting or placing thereof. Anything served or given by the Landlord shall be valid if served or given under the hand of the Managing Director, General Manager, Secretary or a director or other authorised representative of the Landlord.

Arbitration

- 44.1 UNLESS any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- 44.2 IF the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the President or Vice President for the time being of the District Law Society of the district within which the premises are situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- 44.3 THE procedures prescribed in this clause shall not prevent the landlord from taking proceedings for the recovery of any rent or other monies payable hereunder which remain unpaid or from exercising the rights and remedies in the event of such default prescribed in clauses 28 and 29 hereof.

Interpretation

45. IN this lease

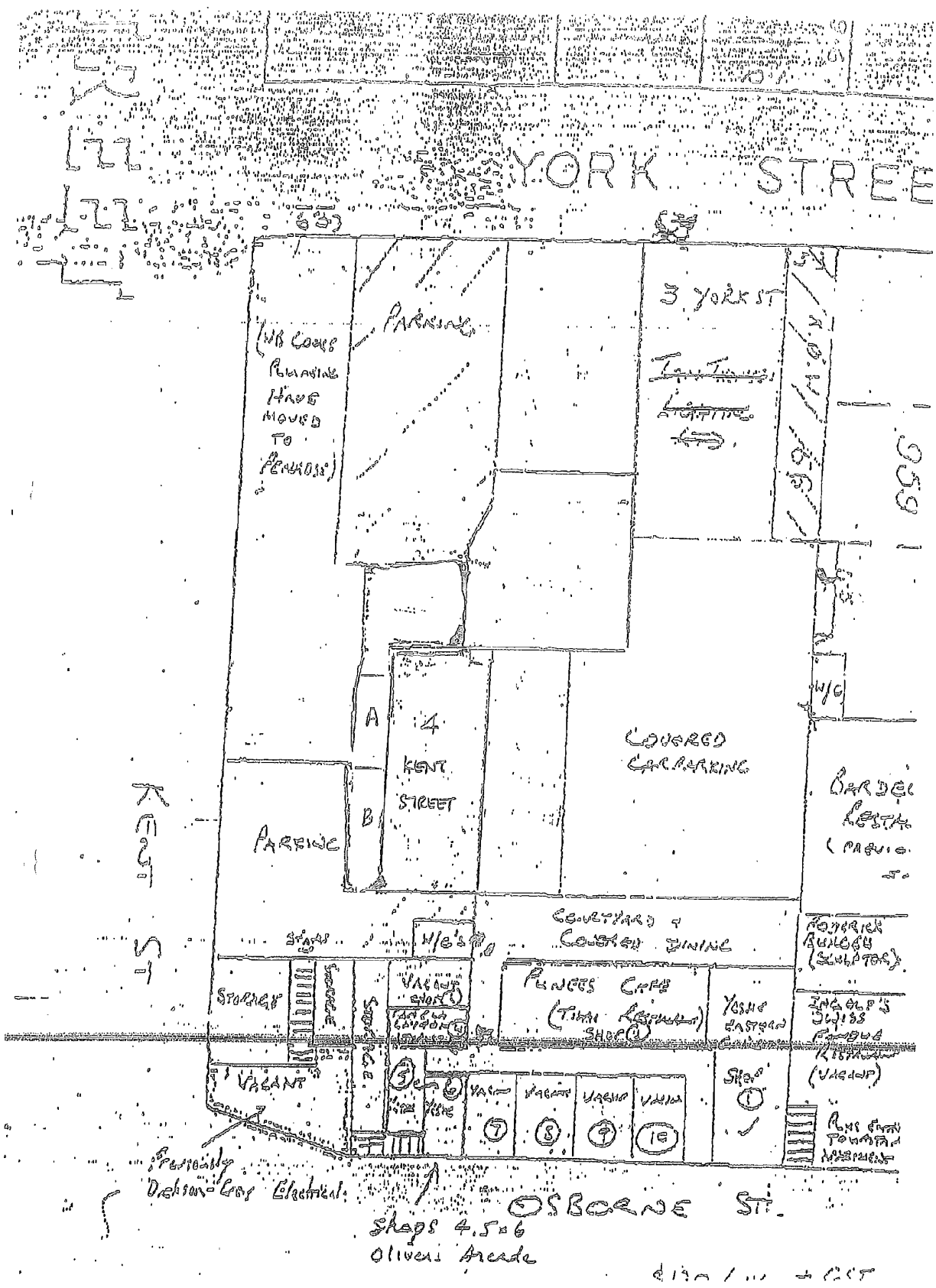
- (a) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant
- (b) "the property" and "the building" mean the land and building(s) of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
- (c) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
- (d) 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.
- (e) Where the context requires or admits, words importing the singular shall import the plural and vice versa.

46 DEMOLITION OF PREMISES

- 46.1 **Surrender of lease:** On receiving no less than six months written notice ("Demolition Notice") from the Landlord advising the Tenant that the Landlord requires possession of the Premises for the purpose of demolishing, redeveloping, carrying out structural alterations to, or refurbishment of the Building, or any part thereof, the Tenant shall be deemed to have surrendered the estate and interest of the Tenant in this Lease and the Term shall expire on the expiry of the period specified in the Demolition Notice, but without prejudice to the Landlord's right to receive rent and all other money payable by the Tenant under the lease up to the date of the expiring of the Lease, and without prejudice to the rights of either party against the other in respect of any antecedent breach of any provisions contained or implied in the Lease.
- 46.2 **Time and purpose of demolition notice:** Subject to clause 46.6, a Demolition Notice can be given by the Landlord to the Tenant at any time after the Commencement Date, but then only if the Landlord requires possession of the Premises for any of the purposes specified in clause 46.1.
- 46.3 **Expiry of term provisions applicable:** Upon expiry of the period specified in the Demolition Notice, the Tenant shall yield up vacant possession of the Premises and all the provisions of this Lease applicable to the expiry of the Term shall apply with the exception of any provision entitling the Tenant to a renewal of the Term, a new lease, an option to purchase and a right of first refusal to purchase or lease, which shall be of no force or effect.
- 46.4 **No compensation:** If the Landlord delivers a Demolition Notice to the Tenant in accordance with the provisions of this Lease, the Tenant, as a consequence of receiving a Demolition Notice or the operation of this section may not recover the Landlord any damages or compensation of any kind, or obtain any order, injunction or other remedies.
- 46.5 **Right of first refusal:** If the Landlord intends to redevelop the Land and erect a building thereon ("New Building") and the Landlord intends to lease all or any part of the New Building, the Landlord shall, prior to the expiry of the period specified in the Demolition Notice, first offer to lease to the Tenant premises in the New Building ("New Premises"). The New Premises shall be as near as practicable in size and location as the Premises are in the Building, and the following provisions shall apply to such offer:
- (a) the Landlord shall deliver to the Tenant a written notice identifying the New Premises and specifying the main terms of the proposed lease, including, by way of example but without limitation, the term, the rent and any right of renewal ("Landlord's Notice");

- (b) the Tenant may within 21 days from the date of receipt of the Landlord's Notice (time to be of the essence) give written notice to the Landlord accepting the offer contained in the Landlord's Notice ("Tenant's Notice"). The Landlord's Notice and the Tenant's Notice shall together constitute an agreement to lease on the terms specified in the Landlord's Notice.
 - (c) if the Tenant within the 21 day period specified in clause 46.5(b), advises the Landlord that the Tenant does not intend to exercise the Tenant's right of first refusal, or the Tenant does not give the Tenant's Notice, the Landlord may lease the New Premises to any other person ("Third Party") provided that the terms of the proposed lease to the Third Party are not materially more favourable to the Third Party than the terms offered to the Tenant.
 - (d) if the Tenant advises the Landlord in accordance with clause 46.5(b) that the Tenant does not intend to exercise the Tenant's right of first refusal, and the Landlord intends, within three months from the date of receipt of such advice, to lease the new premises to a Third Party on terms that are materially more favourable to a Third Party than the terms offered to the Tenant, the Landlord shall first re-offer to lease the New Premises to the Tenant on the more favourable terms intended to be offered to a Third Party and the following shall apply to such re-offer:
 - (i) the Landlord shall deliver to the Tenant a further Landlord's Notice specified in terms of the re-offer;
 - (ii) the Tenant shall have fourteen days from the date of receipt of the Landlord's Notice (time to be of the essence) whether they wish to accept the re-offer.
- 46.6 The Landlord acknowledges that if the Landlord issues the Demolition Notice to the Tenant within 12 months of the Commencement Date, the Landlord shall reimburse all rent (excluding outgoings and other moneys) paid by the Tenant and received by the Landlord, for the period between the Commencement Date and the date of issue of the Demolition Notice, and the date of expiry of the Landlord's Demolition Notice.

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THIRD SCHEDULE

GUARANTEE

IN CONSIDERATION of the Landlord entering into the lease at the Guarantor's request the Guarantor:

- (a) guarantees payment of the rent and the performance by the Tenant of the covenants in the lease, and
- (b) indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

THE GUARANTOR covenants with the Landlord that:

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 whereby the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.
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 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 shall be joint and several.

~~OR CHIT WING as guarantor, liability is limited to not more than the annual rent applicable at the time the guarantee is enforced.~~

Notwithstanding anything herein to the contrary, the liability of the Guarantor Chit Wing OR shall not exceed the sum equivalent to 12 months rent (at the rental applicable at the time the Guarantee is enforced).

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DEED OF LEASE

THIRD EDITION 1993 (2)

DEED made the 15 day of November 2005

LANDLORD SUNCERN PROPERTIES (KHYBER PASS) LIMITED

TENANT THUY UYEN DIEM LE

~~GUARANTOR THUY UYEN DIEM LE~~

Guarantor Thuy Uyen Diem Le

THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises described in the First Schedule together with the right to use;

- a) The Landlord's fixtures and fittings contained in the premises.
- b) The common areas of the property.
- c) The car parks described in the First Schedule.

FOR the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND THE TENANT covenant as set out in the Second Schedule.

THE GUARANTOR covenants with the Landlord as set out in the Guarantee in the Third Schedule

SIGNED by the Landlord SUNCERN PROPERTIES (KHYBER PASS) LIMITED

(by affixing its

common seal)

in the presence of:

SIGNED by the Tenant THUY UYEN DIEM LE

(by affixing its

common seal)

in the presence of:

SIGNED by the Guarantor THUY UYEN DIEM LE

in the presence of:

Signed by the Guarantor Thuy Uyen Diem Le

in the presence of

FIRST SCHEDULE

PREMISES: 6 Kent Street, Newmarket, Auckland comprising an area of 1032 square feet more or less

CARPARKS: Nil

TERM: Three (3) years

COMMENCEMENT DATE: 1 May 2005

FURTHER TERMS: One (1) further term of three (3) years (subject to clause 46)

RENEWAL DATES: 1 May 2008

FINAL EXPIRY DATE: 30 April 2011

ANNUAL RENT: \$29,000.00 plus GST
(Subject to review if applicable)

MONTHLY PAYMENTS OF RENT: \$2,416.67 plus GST

RENT PAYMENT DATES: The 1st day of each month commencing on the 1st day of May 2005

The Tenant is to pay two months advance rent to the Landlord

REVIEW DATES: 1 May 2008

PROPORTION OF OUTGOINGS:
(Clause 3.1)

100 %

DEFAULT INTEREST RATE: 5% above the ~~5% per annum~~
Landlord's bank lending rate per annum

BUSINESS USE: Cafe / Restaurant

IMPROVEMENTS RENT PERCENTAGE:
(Clause 23)

12 %

INSURANCE — Full replacement and reinstatement, 12 month loss of rent and public risk

— ~~Indemnity to full insured value.~~

(Delete one)

OUTGOINGS
(Clause 3)

1. Rates or levies payable to any local or territorial authority.
2. Charges for water gas electricity telephones and other utilities or services.
3. Rubbish collection charges.
4. New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
5. Such portion of the Landlord's land tax as the value of the land forming part of the property bears to the total value of all land included in the Landlord's assessment for land tax.
6. Insurance premiums and related valuation fees. (Clause 9).
7. Service contract charges for air conditioning, lifts and other building services.
8. 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).
9. The provisioning of toilets and other shared facilities.
10. The cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement.
11. Yard and carparking area maintenance and repair charges but excluding charges for structural repairs to the building.
12. Body Corporate charges for insurance premiums and related valuation fees and reasonable management administration expenses.
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 Section 45 of the Building Act 1991.

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 by direct payment to the Landlord or as the Landlord may direct.
- 1.2 The Tenant shall pay the annual rent by Bank Automatic Payment to the Landlord from the commencement date.

Rent Review

- 2.1 **THE** annual rent may be reviewed by the Landlord as follows:
 - (a) The Landlord shall commence a review by not earlier than three (3) months prior to a review date or at any time up to the next following review date giving written notice to the Tenant specifying the annual rent considered by the Landlord to be the current market rent as at that review date.
 - (b) If, by written notice to the Landlord within twenty-eight (28) days after receipt of the Landlord's notice, the Tenant disputes that the proposed new annual rent is the current market rent then the new rent shall be determined in accordance with clause 2.2. **BUT** the new rent shall not be less than the annual rent payable during the period of twelve (12) months immediately preceding the relevant review date.
 - (c) If the Tenant fails to give such notice (time being of the essence) the Tenant shall be deemed to have accepted the annual rent specified in the Landlord's notice.
 - (d) The annual rent so determined or accepted shall be the annual rent from the review date or the date of the Landlord's notice if such notice is given later than three (3) months after the review date.
 - (e) Pending the determination of the new rent, the Tenant shall pay the rent specified in the Landlord's notice provided that the rent is substantiated by a registered valuer's report. Upon determination of the new rent an appropriate adjustment shall be made.
 - (f) The rent review at the option of either party may be recorded in a Deed, the cost of which and the stamp duty thereon shall be payable by the Tenant.

2.2 **IMMEDIATELY** following receipt by the Landlord of the Tenant's notice the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within fourteen (14) 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 fourteen (14) 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 fourteen (14) 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 an umpire who need not be a registered valuer.
 - (4) The valuers shall determine the current market rent of the premises and if they fail to agree then the rent shall be determined by the umpire.
 - (5) Each party shall be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and they shall have regard to any such representations but not be bound thereby.

When the new rent has been determined the arbitrators or the valuers shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties.

Outgoings

- 3.1 **THE** Tenant shall pay the outgoings in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion thereof as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 **THE** Landlord may vary the proportion of any outgoing payable to ensure that the tenant pays a fair proportion of the outgoing.
- 3.3 **IF** any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then such outgoing shall not be payable by the Tenant.
- 3.4 **THE** outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 **THE** outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of such reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 **AFTER** the 31st March in each year of the term or such other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7 **THE** Tenant's liability to pay outgoings during the term shall subsist notwithstanding the end or earlier termination of the term.
- 3.8 **NOTWITHSTANDING** any other provision in this lease, but with the exception of clause 18.2, the Tenant shall only be liable to pay the outgoings specified in the first schedule.

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Goods and Services Tax

- 4.1 **THE** Tenant shall pay to the Landlord or as the Landlord shall direct the Goods and Services Tax payable by the Landlord in respect of the rental and other payments payable by the Tenant hereunder. The tax in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2 **IF** the Tenant shall make default in payment of the rental or other moneys payable hereunder and the Landlord becomes liable to pay additional Goods and Services Tax then the Tenant shall on demand pay to the Landlord the additional tax.

Interest on Unpaid Money

5. **IF** the Tenant defaults in payment of the rent or other moneys payable hereunder for fourteen (14) days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment down to the date of payment.

Costs

6. **THE** Tenant shall pay the Landlord's solicitors costs of and incidental to the preparation of this lease and any variation or renewal or any Deed recording a rent review and the stamp duty payable, and the Landlord's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Landlord's rights remedies and powers under this lease.

Indemnity

7. **THE** Tenant shall indemnify the Landlord against all damage or loss resulting from any act or omission on the part of the Tenant or the Tenant's employees contractors or invitees. The Tenant shall recompense the Landlord for all expenses incurred by the Landlord in making good any damage to the property resulting from any such act or omission. The Tenant shall be liable to indemnify only to the extent that the Landlord is not fully indemnified under any policy of insurance.

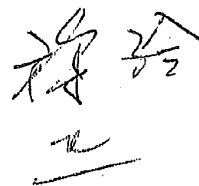
LANDLORD'S PAYMENTS

Outgoings

8. **SUBJECT** to the Tenant's compliance with the provisions of Clause 3 the Landlord shall pay all outgoing 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.

Insurance

9. **THE** Landlord shall at all times during the term keep and maintain any buildings on the property insured under a policy of the type shown in the First Schedule against loss damage or destruction by fire and such other risks as the Landlord may reasonably determine and such cover may extend to —
- (a) a twelve (12) month indemnity in respect of consequential loss of rent,
 - (b) loss damage or destruction of windows and other glass and all the Landlord's fixtures fittings and chattels, and
 - (c) adequate public risk cover.

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MAINTENANCE AND CARE OF PREMISES**Tenant's Obligations**

10.1 THE Tenant shall (subject to any maintenance covenant by the landlord) in a proper and workmanlike manner and to the reasonable requirements of the Landlord:

(a) **Maintain the premises**

Keep and maintain the interior of the premises including the Landlord's fixtures and fittings in the same clean order repair and condition as they were in at the commencement of this lease and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use or damage by fire earthquake flood storm act of God inevitable accident or any risk against which the Landlord is insured unless the insurance moneys are rendered irrecoverable in consequence of any act or default of the Tenant or the Tenant's agents employees contractors or invitees.

(b) **Repair minor breakages**

Repair all glass breakages and breakage or damage to all doors windows light fittings and power points of the premises and shall keep that portion of the electrical system of the premises from the switchboard to all power outlets in good operating condition. This provision shall apply notwithstanding any other provision in this lease.

(c) **Painting**

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated when the same reasonably require repainting and redecoration.

(d) **Floor coverings**

Keep all floor coverings in the premises clean and replace all worn or damaged floor coverings with floor coverings of a similar quality when reasonably required by the Landlord.

(e) **Make good defects**

Make good any damage to the property caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible.

10.2 WHERE the Tenant is leasing all of the property the Tenant shall:

(a) **Maintain yards**

Keep and maintain any car parks pavings and other sealed or surfaced areas in good order and repair.

(b) **Care of grounds**

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

(c) **Water and drainage**

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

(d) **Other works**

Carry out such works to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.

10.3 THE Tenant shall not be liable for the maintenance or repair of any building service the subject of a service maintenance contract but this clause shall not release the Tenant from any obligation to pay for the cost of any such contract or charges in respect of any such maintenance or repair.

10.4 WHERE the Tenant is obligated to make good damage to the property of the Landlord then the Landlord shall reimburse the Tenant for the cost of making good the damage to the extent of any insurance moneys receivable by the Landlord in respect of such damage.

Toilets

11. 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.

u *1/2* *3/2*

Rubbish Removal

12. **THE** Tenant shall regularly cause all rubbish and garbage to be removed from the premises and will keep any 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

- 13.1 **THE** Landlord shall keep and maintain the building and all building services in good order and repair but the Landlord shall not be liable for any:
- (a) Repair or maintenance which the Tenant is responsible to undertake; or
 - (b) Want of repair or defect in respect of building services so long as the Landlord is maintaining a service maintenance contract covering the work to be done; or
 - (c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises.
 - (d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing thereof from the Tenant and shall not within a reasonable time thereafter have taken appropriate steps to remedy the same.
- 13.2 **THE** Landlord shall keep and maintain service maintenance contracts for lifts, airconditioning and at the Landlord's option any other building services unless it is the obligation of the Tenant to maintain such contracts.

Notification of Defects

14. **THE** Tenant shall give to the Landlord prompt notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

Landlord's Right of Inspection

15. **THE** Landlord and the Landlord's employees contractors and invitees may at all reasonable times enter upon the premises to view their condition. If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of Clause 10 the Tenant shall with all reasonable speed so comply.

Landlord may Repair

16. **IF** default shall be made by the Tenant in the due and punctual compliance with any repair notice given pursuant to the previous clause or in the event that any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times enter upon the premises to execute such works. Any moneys expended by the Landlord in executing such works shall be payable by the Tenant to the Landlord upon demand together with interest thereon at the default interest rate from the date of expenditure down to the date of payment.

Access for Repairs

17. **THE** Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times to enter the premises to carry out repairs to the premises or adjacent premises and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs inspections and work to be carried out with the least possible inconvenience to the Tenant.

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USE OF PREMISES**Business Use**

- 18.1 **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 in respect of any proposed use
- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use,
 - (b) reasonably suitable for the premises and
 - (c) conforming with all town planning ordinances, provisions and consents.
- 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.
- 18.2 **IF** any change in use requires compliance with Section 46 of the Building Act 1991 the Landlord, as a condition of granting consent, may require the Tenant to comply with Section 46 of the Act and to pay all compliance costs.
- 18.3 **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.

Lease of Premises Only

19. **THE** tenancy shall relate only to the premises and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation thereto other than the rights of use herein provided.

Neglect of Other Tenant

20. **THE** Landlord shall not be responsible to the Tenant for any act of default or neglect of any other tenant of the property.

Signage

21. **THE** Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building or the appurtenances thereof without the prior approval in writing of the Landlord but such approval shall not be unreasonably or arbitrarily withheld in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned thereby.

Additions and Alterations

- 22.1 **THE** Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises 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) for that purpose. If the Landlord shall authorise any alterations or additions the Tenant will at the Tenant's own expense if required by the Landlord at the end of the term reinstate the premises. The Tenant will promptly discharge and procure the withdrawal of any liens or charges of which notice may be given to the Tenant or the Landlord in respect of any work carried out by the Tenant.
- 22.2 **THE** Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 1991), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act.

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Compliance with Statutes and Regulations

- 23.1** 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 or alterations other than those 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 1991 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
- 23.2** If the Landlord is obliged by any such legislation or requirement to expend moneys on any improvement addition or alteration to the premises then the Landlord shall be entitled to charge in addition to the rent an annual sum equal to the Improvements Rent Percentage of the amount so expended by the Landlord and the monthly payments of rent shall increase accordingly from the first day of the month in which such improvement addition or alteration is completed. If the Landlord would be obliged to expend an unreasonable amount then the Landlord may determine this lease and any dispute as to whether or not the amount is unreasonable shall be determined by arbitration.

No Noxious Use

- 24.** 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 such weight size or shape as is likely to cause damage to the building or any surfaced area,
 - (b) use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business, or
 - (c) 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.

Tenant not to Void Insurances

- 25.** 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 or
 - (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.

In any case where in breach of this clause the Tenant has rendered any insurance less effective or void and the Landlord has suffered loss or damage thereby the Tenant shall forthwith compensate the Landlord in full for such loss or damage.

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DAMAGE TO OR DESTRUCTION OF PREMISES

Total Destruction

26. 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 or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within three (3) months of the date of damage or destruction give the Tenant one (1) months written notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable according to the nature and extent of the damage.
- Any termination pursuant to this clause shall be without prejudice to the rights of either party against the other.

Partial Destruction

- 27.1 IF the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises 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 shall be obtainable,
- THEN the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises and/or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable according to the nature and extent of the damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

DEFAULT

Distress

28. THE Landlord may distrain for rent or other moneys payable under this lease remaining unpaid fourteen (14) days after due date.

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Re-entry

29. **THE** Landlord may re-enter the premises at the time or at any time thereafter
- (a) if the rent shall be in arrear fourteen (14) days after any of the rent payment dates,
 - (b) in case of breach by the Tenant of any covenant or agreement on the Tenant's part herein expressed or implied,
 - (c) if the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors,
 - (d) in the event of the insolvency bankruptcy or liquidation of the Tenant,
 - (e) if the Tenant shall suffer distress or execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5000.00)
- and the term shall terminate on such re-entry but without prejudice to the rights of either party against the other.

Loss on Re-entry

30. **UPON** re-entry the Landlord may remove from the premises any chattels in the apparent possession of the Tenant and place them outside the premises and the Landlord shall not be answerable for any loss resulting from the exercise of the power of re-entry.

Essentiality of Payments

- 31.1 **FAILURE** to pay rent or other moneys payable hereunder on the due date shall be a breach going to the essence of the Tenant's obligations under the Lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 31.2 **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

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

REMOVAL OF TENANT'S FIXTURES

33. **THE** Tenant not being in breach may at any time before and will if required by the Landlord at the end or earlier termination of the term remove all the Tenant's fixtures and fittings and make good at the Tenant's own expense all resulting damage and if not removed within seven (7) days of the Landlord's request ownership of the Tenant's fixtures and fittings passes to the Landlord.

Handwritten signature and initials in the bottom right corner of the page.

QUIET ENJOYMENT

34. **THE** Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and implied shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

RENEWAL OF TERM

35. **IF** the Tenant has not been in breach of this lease and has given to the Landlord written notice to renew the lease at least ~~three~~ ^{***six (6)} calendar months before the end of the term then the Landlord will at the cost of the Tenant renew the lease for the next further term from the renewal date as follows:

- ****(time being of the essence)
- (a) The annual rent shall be agreed upon or failing agreement shall be determined in accordance with clause 2.2 but such annual rent shall not be less than the rent payable during the period of twelve (12) months immediately preceding the renewal date.
 - (b) Such annual rent shall be subject to review during the further term on the review dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews.
 - (c) The renewed lease shall otherwise be upon and subject to the covenants and agreements herein expressed and implied except that the term of this lease plus all further terms shall expire on or before the final expiry date.
 - (d) Pending the determination of the renewal rent the Tenant shall pay the rent proposed by the Landlord provided that the rent is substantiated by a registered valuer's report. Upon determination an appropriate adjustment shall be made.

ASSIGNMENT OR SUBLETTING

- 36.1 **THE** Tenant shall not assign sublet or otherwise part with the possession of the premises or any part thereof without first obtaining the written consent of the Landlord which the Landlord shall give if the following conditions are fulfilled:

- (a) The Tenant proves to the satisfaction of the Landlord that the proposed assignee or subtenant is (or in the case of a company the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease.
- (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.
- (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.
- (d) In the case of an assignment to a company (other than a listed public company) a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and (if required by the Landlord) by the Directors and delivered to the Landlord.
- (e) The Tenant pays the Landlord's proper costs and disbursements in respect of the approval or preparation and stamping of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor.**
- (f) The Tenant pays all the legal costs and disbursements and other costs reasonably incurred by the Landlord in respect of any assignment or subletting (including without limitation the generality of the*)

- 36.2. **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.

- 36.3. **ANY** assignment or subletting of the type or in the manner referred to in Section 109 (2) of the Property Law Act 1952 shall be a breach of the provisions of this lease.

- 36.4. **WHERE** any Tenant is an unlisted company then any change in the legal or beneficial ownership of any of its shares or issue of new capital whereby in either case there is a change in the effective management or control of the company is deemed to be an assignment of this lease.

* foregoing a reasonable fee or a minimum charge of \$300 plus GST whichever is the higher to cover the Landlord's administrative expenses). All such costs shall be payable whether or not the assignment or subletting proceeds.

** All such costs shall be payable whether or not the assignment or subletting proceeds.

UNIT TITLE COVENANTS

Body Corporate

- 37.1 **THE** expression "Body Corporate" means the Body Corporate incorporated under the Unit Titles Act 1972 ("the Act") in respect of the property.

Act and Rules Paramount

- 37.2 **THIS** lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

Insurance

- 37.3 **THE** Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance covers in accordance with the Act.

Indemnity

- 37.4 **THE** Tenant's obligation to indemnify the Landlord as herein expressed is extended to include the Body Corporate but only to the extent that the Body Corporate is not fully indemnified under any policy of insurance.

Lessor's Obligations

- 37.5 **THE** Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

Consents

- 37.6 **WHERE** in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to any such matter would be necessary under its rules or the Act.

GENERAL

Holding Over

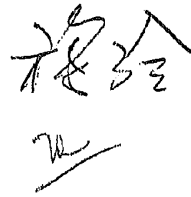
38. **IF** the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, such occupation shall be a monthly tenancy only terminable by one month's written notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a monthly tenancy) as herein expressed or implied.

Access for Re-Letting

39. **THE** Tenant will at all reasonable times during the period of three months immediately preceding expiration of the term permit intending tenants and others with written authority from the Landlord or the Landlord's agents at all reasonable times to view the premises.

Suitability

40. **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.

Handwritten signature and initials in black ink, located at the bottom right of the page.

Waiver

41. **NO** waiver or failure to act by the Landlord in respect of any breach by the Tenant shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

42. **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 premises to this lease and the Tenant will not register a caveat in respect of the Tenant's interest hereunder.

Notice

43. **SUBJECT** to the provisions of the Property Law Act 1952 any notice to be given to the Landlord or the Tenant hereunder shall be deemed sufficiently served if
- (a) sent by registered post to the addressee's last known address in New Zealand, or
 - (b) in the case of a body corporate sent to its registered office, or
 - (c) if there is no last known address or registered office, placed conspicuously on any part of the premises.

Any notice so posted or placed shall be deemed to have been served on the day following the posting or placing thereof. Anything served or given by the Landlord shall be valid if served or given under the hand of the Managing Director, General Manager, Secretary or a director or other authorised representative of the Landlord.

Arbitration

- 44.1 **UNLESS** any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- 44.2 **IF** the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the President or Vice President for the time being of the District Law Society of the district within which the premises are situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- 44.3 **THE** procedures prescribed in this clause shall not prevent the landlord from taking proceedings for the recovery of any rent or other monies payable hereunder which remain unpaid or from exercising the rights and remedies in the event of such default prescribed in clauses 28 and 29 hereof.

Interpretation

45. **IN** this lease
- (a) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant
 - (b) "the property" and "the building" mean the land and building(s) of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
 - (c) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
 - (d) 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.
 - (e) Where the context requires or admits, words importing the singular shall import the plural and vice versa.

46. DEMOLITION OF PREMISES

Surrender of Lease

- 46.1 On receiving not less than six (6) months' written notice from the Landlord ("Demolition Notice") the Tenant shall be deemed to have surrendered the estate and interest of the Tenant in this Lease and the Term shall expire.

Time and Purpose of Demolition Notice

- 46.2 A Demolition Notice may only be delivered by the Landlord to the Tenant after 1 January 2009, and then only if the Landlord requires possession of the Premises for the purposes of demolishing the Building or any part and carrying out a redevelopment or refurbishment of the Building ("New Building").

Expiry of Term Provisions Applicable

- 46.3 Upon expiry of the period specified in the Demolition Notice, the Tenant shall yield up vacant possession of the premises and all the provisions of this Lease applicable to the expiry of the Term shall apply with the exception of any provision entitling the Tenant to a renewal of the Term, a new lease, an option to purchase and a right of first refusal to purchase or lease.

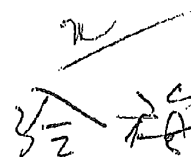
No Compensation for Damage

- 46.4 If the Landlord delivers a Demolition Notice to the Tenant in accordance with the provisions of the Lease, the Tenant, as a consequence of receiving the Demolition Notice or the operation of this section may not recover from the Landlord any damages or compensation of any kind, or obtain any order, injunction or other remedy.

47. TENANT'S INSURANCE

Tenant's Public Liability Insurance

- 47.1 The Tenant shall throughout the term and any holding over period at its own expenses keep in force a public liability insurance policy applicable to the premises and the business carried on by the Tenant from the premises for an amount not less than one million dollars (\$1,000,000) for and in respect of any one single claim or such higher amount as the Landlord may from time to time reasonably require (whichever is the higher) in the joint names of the Landlord and the Tenant for their respective interests. Such insurance policy shall be effected with a reputable insurance company approved by the Landlord. The Tenant must whenever so requested by the Landlord and in any event on or before the commencement of the term and annually thereafter provide to the Landlord the particulars of the insurance policy and proof of payment of the premium in respect thereof.

Handwritten signature and initials, possibly 'W' and 'S/A', located at the bottom right of the page.

THIRD SCHEDULE

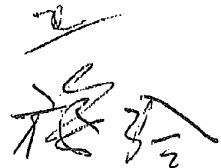
GUARANTEE

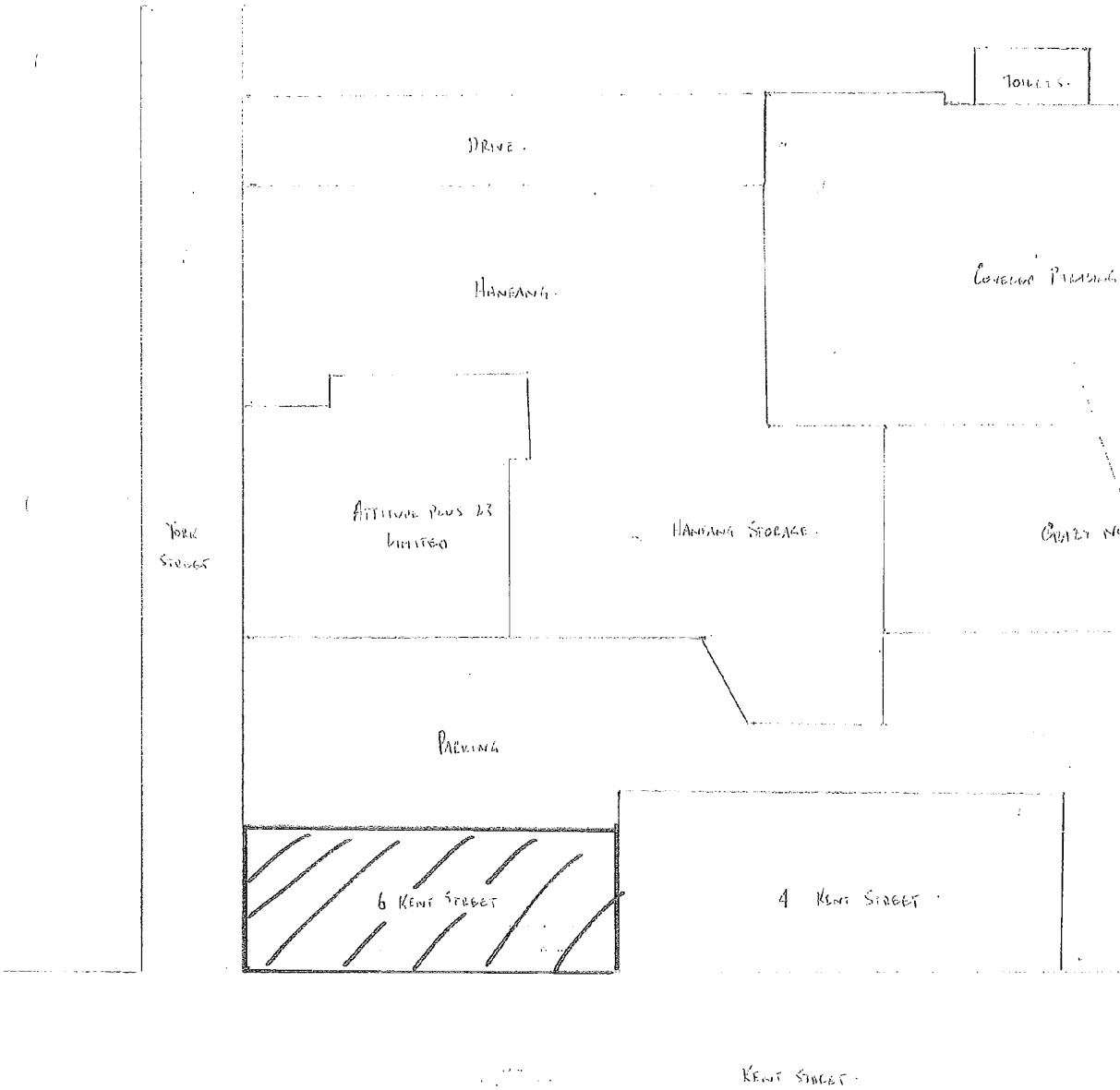
IN CONSIDERATION of the Landlord entering into the lease at the Guarantor's request the Guarantor:

- (a) guarantees payment of the rent and the performance by the Tenant of the covenants in the lease, and
- (b) indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

THE GUARANTOR covenants with the Landlord that:

- 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 whereby the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.
- 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 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 shall be joint and several.

A handwritten signature in black ink, appearing to be a stylized name or set of initials, located in the lower right quadrant of the page.



Dated 19 ~~22~~ 2005

Between

SUNCERN PROPERTIES (KHYBER PASS) LIMITED

Landlord

and

THUY UYEN DIEM LE

Tenant

AND

THUY UYEN DIEM LE

Guarantor

DEED OF LEASE

Minter Ellison Rudd Watts

Lawyers

AUCKLAND

19



29 April 2015

Tournament Group
P.O.Box 90930
Auckland

Attention Senadhi Vithanage – Group Accountant

RE: Assessment: 00020508461 2-8 Osborne Street Newmarket Auckland

Dear Senadhi

Thank you for your email

I can confirm that Parly Acquisitions Limited owned and paid the rate on 2-8 Osborne Street Newmarket between October 2007 and September 2012 and Kent Street Holdings Limited from September 2012 to date

Yours sincerely

Karen Pilgrem
Accounting Shared Services Advisor – Rates
Accounting Services

This is the document marked "G" and
referred to in the annexed

Declaration of James Perrie Brown
of Auckland, declared at Auckland this

day of 3 MAY 2015 before me:-

[Signature]
A Solicitor of the High Court of New Zealand

1

In the Matter of
Land Transfer Amendment Act 1963

And
Dealing 8452710

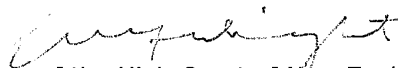

- I, Stephen Warwick Kent of Auckland, Financial Advisor solemnly and sincerely declare that:
1. I am a direct descendant of George Kent the founder of Kent's Bakeries in Newmarket. In 1929 Kent's Bakeries Limited was established as a public company to acquire the land and business of Geo. Kent and Sons Limited and my family took up shares in the company.
 2. My father Warwick George Kent was the owner of 3220 shares in Kent's Bakeries Ltd as at 1 September 1989. That company subsequently went into voluntary liquidation and was removed from the register of companies on 22 April 1991.
 3. Kent Bakeries Limited was the owner from the early 1930s to 1981 and had possession of the land and buildings bounded by York Street, Kent Street and Osborne Street Newmarket Auckland comprised of:
 - a. 2069 m2 Lot 1 and Lot 2 DP 22146 NACT630/44,
 - b. 8m2 Lot 3 and Lot 4 DP 22145 NACT 636/22~~1~~, and
 - c. 318m2 Allot 15 Section 6 Suburbs of Auckland NACT 582/88. *W*
 4. I am aware that as at 27 January 1932 Lots 3 and 4 DP 22145 was comprised of a small part of the fabric of the Brick Building principally located within Lot 1 DP 22146 as is evidenced by copies of DP 22145 and DP 22146 attached marked "A".
 5. My father out of family interest and as a shareholder of Kent's Bakeries Limited often visited the Kent's Bakeries Limited buildings in the 1970s and 1980s and I would accompany him. I am familiar with the Brick Building principally located on Lot 1 DP 22146 with a wall and annex located on Lots 3 and 4 DP 22145.
 6. Kent's Bakeries Limited by Memorandum of Transfer 983806.1 dated 30 July 1981 transferred the land referred to in paragraphs 3.a. and 3.c. to Carrick Oliver and Margaret Rose Oliver. It would appear that by mistake the land referred to in paragraph 3.b. remains registered in the name of Kent's Bakeries Limited a non-existent entity.
 7. The Brick Building remains the same today as it was in the 1970s. I have confirmed this by an inspection on 14 February 2015.

SWK
W

8. It is apparent by observation that from 30 July 1981 through to today the registered proprietors of Lot 1 DP 22146 subsequent to Kent's Bakeries Limited because of their possession and occupation of the Brick Building principally located on Lot 1 DP22146 have had continuous possession and occupation of the 8 m2 of land in Lots 3 and 4 DP 22145 by virtue of the fabric of the Brick Building located thereon.
9. I have no association with and am independent of Kent Street Holdings Limited the registered proprietor of the land referred to in paragraphs 3.a. and 3.c.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957

Declared at Auckland
this 14th day of February 2015 before me:



A Solicitor of the High Court of New Zealand

W F Wright.

LAND TRANSFER OFFICE
 RECEIVED: 13/11/1928, No. 22146
 TITLE REF. 22146
 REFERRED TO DRAUGHTSMAN: 21/3/28
 L.T. DRAUGHTSMAN
 EXAMINED: 21/3/28
 TRAV. REG. NO. VOL. FOL.
 FIELD BOOK: No. 62, PAGE 713
 O.D.S. No. No. REPORT No.
 REF. PLANS: 2259, 2259, 2259, 2259
 2259, 2259, 2259, 2259
 FILE: SURVEYORS REPORT

FOR SURVEYS UNDER THE LAND TRANSFER ACT ONLY.
NORTH AUCKLAND LAND DISTRICT
VIII, RANGITOTO S.D.

Diagram A
 Not to Scale.

DEPOSITED this 28th day
 of September 1928
 District Land Registrar

2259 PTH
 2599
 15144
 20569
 41772

BOROUGH of NEWMARKET

Plan of Part of Allot 15, Sec. 6, Suburbs of Auckland

Comprised in 37/160, 22/146, 22/120

Surveyed by V.W. Wilson, Licensed Surveyor, October, 1928

DECLARATION.
 I, William Wilson, of Auckland, Licensed Surveyor, do solemnly and sincerely declare that this plan has been made from surveys executed by me and that both plan and survey are correct, and have been made in accordance with the regulations of the Surveyors' Board, dated the 30th day of March, 1924.
 And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Justices of the Peace Act, 1908.
 Declared at Auckland, this 1st day of November, 1928
 before me
James H. Jones
 Justice of the Peace for the City of Auckland

Area under L.T. Act 0-0-21-7
 Area to be brought }
 under L.T. Act. } 0-1-20-1
 Total Area 0-2-0-18

Approved,
William Wilson
 Licensed Surveyor

22146

In the Matter of Land Transfer
Amendment Act 1963
And
Dealing 9998819

I, James Pierce Brown of Auckland, Company Director solemnly and sincerely declare that:

1. I refer to my declaration in this matter dated 13 May 2015 and I confirm its contents in all respects. This declaration responds to further matters which have been raised since May 2015.
2. By way of clarification I refer to clauses 5 and 6 of my declaration dated 13 May 2015. I record that paragraph 5 refers to the initial period of possession of the brick building and consequently possession of the land in CT NA636/221 following the sale of the land in CT 630/44 by Kents Bakeries Limited. Clause 6 refers to the subsequent possession following the transfer of the land to Suncern Properties (Khyber Pass) Limited. The total period of continuous possession has therefore been 34 years. It was 33 years at the time I made my declaration on 13 May 2015.
3. Attached marked "A" is a letter received from Auckland Council dated 15 September 2015 in which Council provides rating information as far as records allow for the rating unit comprised in Lots 1-2 DP22146 and Lots 3-4 DP22145 Part Allotments 15 section 6 Suburbs of Auckland.
4. I have been asked to confirm that all of Lot 3 DP22145 is occupied and claimed. While the brick toilet block physically abuts the neighboring property (contained in DP 103581) I do not have personal knowledge to confirm that all of Lot 3 DP 22145 is occupied. I have therefore instructed Wood and Partners, Surveyors, to carry out a survey of Lot 3 DP22145 to respond to this request. I attach marked with the letter "B" a copy of LT plan 495435 which shows that a small piece of land 8 cm in width contained in Lot 3 DP22145 is not occupied by the toilet block.
5. My solicitor has received correspondence dated 1 May 2015 from Hesketh Henry (Level 14 PWC Tower, 188 Quay Street, Auckland 1010; Private Bag 92093, Auckland 1142 Attention: Mary Joy Simpson/Jacintha Tan) confirming that they act for Pamela Susan Austin, Ronald Spencer Jamieson and Anthony Clive Sandlant and that they are authorized to accept service in relation to this matter on behalf of their clients.

And I make this declaration conscientiously believing the same to be true by virtue of the Oaths and Declarations Act 1957.

Declared at Auckland this 15th day of February 2016 before me:

A Solicitor of the High Court of New Zealand

J. Nichola C. Christie
Solicitor
Auckland



" A "

Auckland Council
 Te Kaurihera o Tāmaki Makaurau


15 September 2015

 Official Information Request No. 9000137404
 (Please quote this in any correspondence)

 Ms Nichola Christie
 Rainey Collins Wright
 PO Box 4283
 Auckland
Via email: nchristie@rainey.co.nz
 This is the document marked "A" and referred to in the annexed Declaration of *James Pennefather* of Auckland, declared at Auckland this day of 11 February 2016 before me:-
A Solicitor of the High Court of New Zealand

 J. Nichola C. Christie
 Solicitor
 Auckland

Dear Ms Christie

Local Government Official Information and Meetings Act 1987**Rates for 2-8 Osbourne St, Newmarket**

I refer to your letter dated 24 August 2015, which we received on 25 August 2015, requesting rates information for the following property:

Primary location:	2-8 Osborne Street, Newmarket, Auckland
Assessment number:	2050846
Vg number:	1910/00000063799/
Property description:	Lots 1-2 DP22146 Lots 3-4 DP22145 pt allots 15 Sec 6 Auckland Subs

Your request is for confirmation of who has paid the rates for this rating unit for the last 33 years. Our current rating system became operational in October 2003. We are unable to supply the requested information prior to this date and refuse this formally under provision 17(e), that the document alleged to contain the information requested does not exist or cannot be found.

The information from 2003 is as follows:

1. Ratepayer names (from date registered by council)

Start	End	Ratepayer name
09-Oct-2003	19-Sep-2007	Suncern Properties (Newmarket) Limited
19-Sep-2007	11-Oct-2007	Prime Property Holdings (NZ) Limited
11-Oct-2007	06-Sep-2012	Parly Acquisitions Limited
06-Sep-2012	Current	Kent Street Holdings Limited

2. Payments made (as identified by direct debit agreements)

- Does not cover the period from September 2007 to August 2009 when a direct debit was not in operation.
- Non-direct debit payments can only be confirmed if information is supplied identifying the payer's bank account, the council bank account that the payment was made to, the date and amount of the payment).

First payment	Last payment	Account name
22 Sep 2003	20 Sep 2007	Suncern Properties
20 Aug 2009	30 Sep 2012	Parly Acquisitions
20 Nov 2012	Current	Kent Street Holdings

If you believe Auckland Council has not responded appropriately to your request, you have the right by way of complaint, under section 27(3) of the Act, to apply to the Ombudsman to seek investigation and review.

If you have any further queries please email officialinformation@aucklandcouncil.govt.nz, quoting the reference number above.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Nicole', with a stylized flourish at the end.

Nicole Miell
Official Information Advisor
Public Information Office | Democracy Services



"B"



Title Plan - LT 495435

Survey Number LT 495435
Surveyor Reference P16-001
Surveyor Michael Rowan Hallam
Survey Firm Wood & Partners Consultants Ltd
Surveyor Declaration

Survey Details

Dataset Description Lot 1 being Part of Lot 3 DP 22145
Status Initiated
Land District North Auckland
Survey Class Class A
Submitted Date
Survey Approval Date
Deposit Date

Territorial Authorities
 Auckland

Comprised In
 CT NA636/221

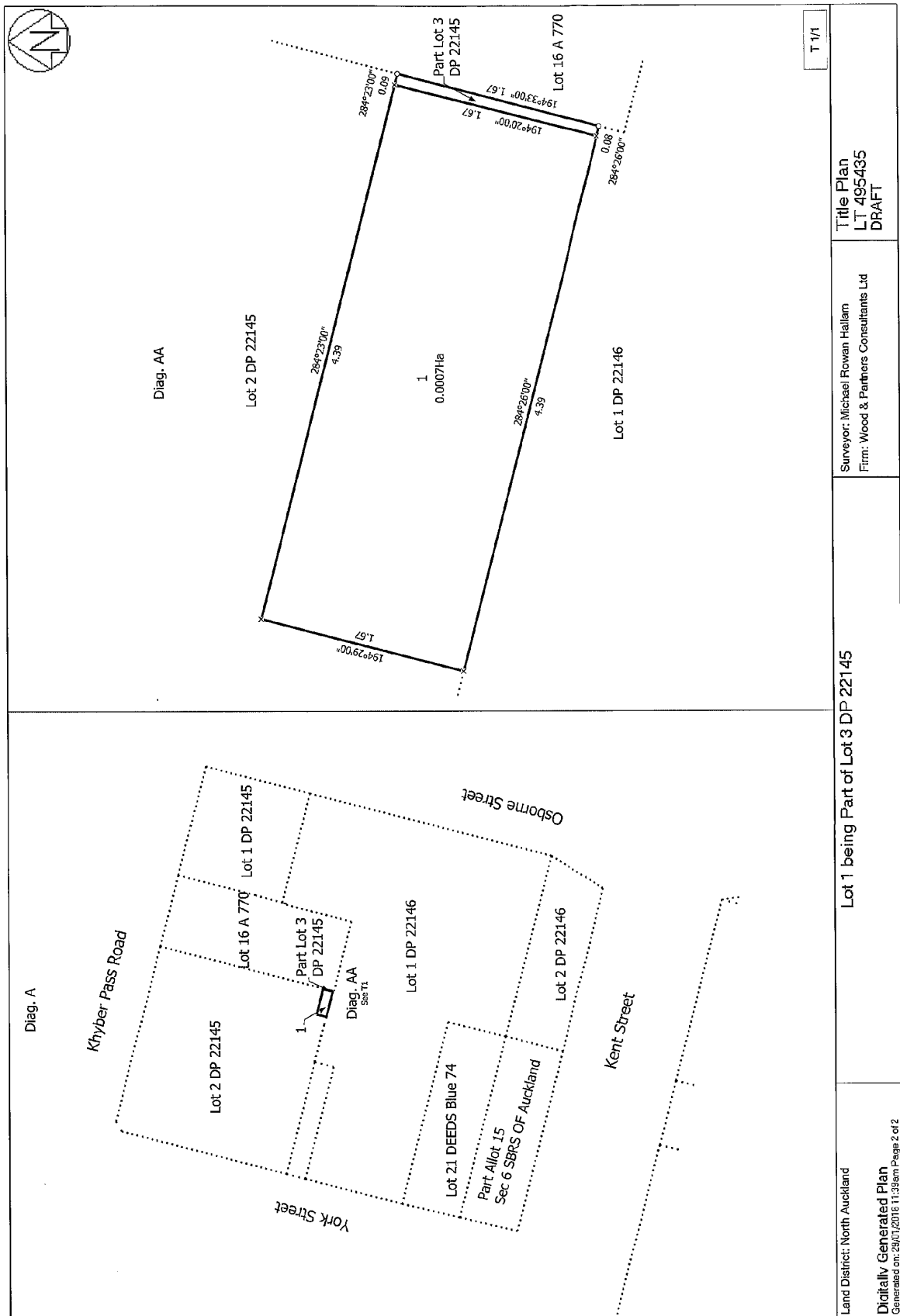
Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Lot 1 Deposited Plan 495435	Fee Simple Title	0.0007 Ha	
Part Lot 3 Deposited Plan 22145	Residue Parcel		
Total Area		0.0007 Ha	

This is the document marked "B" and
 referred to in the annexed
 Declaration of James Penehau
 of Auckland, declared at Auckland this
 day of 11 February 2016 before me:-
A Solicitor of the High Court of New Zealand

[Signature]

J. Nichola C. Christie
 Solicitor
 Auckland



In the Matter of Land Transfer
Amendment Act 1963
And
Dealing 9998819

I, James Pierce Brown of Auckland, Company Director solemnly and sincerely declare that:

1. I refer to my declarations in this matter dated 13 May 2015 and 11 February 2016. I confirm their contents in all respects.
2. By way of clarification I refer to clause 6 of my declaration dated 13 May 2015. I detail the registered proprietors of the land in CT NA630/44 since it was transferred by Kent's Bakeries Limited:
 - a. On 11 September 1981 Kent's Bakeries Limited transferred ownership of CT NA 630/44 to Carrick Oliver of Newmarket, Potter and Margaret Rose Oliver.
 - b. From 11 September 1981 to 27 August 1987 Carrick Oliver of Newmarket, Potter and Margaret Rose Oliver Limited were the registered proprietor of CT NA 630/44.
 - c. From 27 August 1987 to 25 October 1990 CentreCourt Equity Investments Limited was the registered proprietor of CT NA 630/44.
 - d. From 25 October 1990 to 3 September 2007 Suncern Properties (Khyber Pass) Limited was the registered proprietor of CT NA 630/44.
 - e. From 3 September 2007 to 5 October 2007 Prime Property Holdings (NZ) Limited was the registered proprietor of CT NA 630/44.
 - f. From 5 October 2007 to 31 August 2012 Parly Acquisitions Limited was the registered proprietor of CT NA 630/44.
 - g. Kent Street Holdings Ltd has been the registered proprietor of CT NA 630/44 since 31 August 2012.
3. Attached marked 'A' is a letter (and its attachments) received from Auckland Council in response to our solicitor's request that Council provide further information regarding the payment of rates for Lots 3 and 4 DP 22145 (CT NA636/221) and the Notices of Sale which were filed at the time the land in CT NA 630/44 was transferred. Whilst the Notices of Sale do not include the land in CT NA636/221, the Notice of Valuation prepared by Council for Suncern Properties Khyber Pass Limited (marked 'A 5') dated 15th November 1999 does include Lots 3-4 DP 22145 in the legal description thereby providing evidence that Council regarded Suncern as the owner of the land in CT 636/221.

And I make this declaration conscientiously believing the same to be true by virtue of the Oaths and Declarations Act 1957.

Declared at Auckland this 15 day of Sept 2016 before me:

A Solicitor of the High Court of New Zealand

J. Nicholas Christie
Solicitor
Auckland



"A"



09 July 2016

Official Information Request No. 8140000045
(Please quote this in any correspondence)

Ms Nichola Christie
Rainey Collins Wright
PO Box 4283
Auckland

Sent via email: nchristie@rainey.co.nz

Dear Ms Christie

This is the document marked "A" and including A1-A5
referred to in the annexed
Declaration of James Prece Brown
of Auckland, declared at Auckland this 15th
day of September 2015 before me:-
A Solicitor of the High Court of New Zealand

[Handwritten signature]
NICHOLSTE

Local Government Official Information and Meetings Act 1987

Re: Notices of Change of Ownership - 2-8 Osborne St - last 33 years

I refer to your follow-up request dated 2 June 2016 seeking additional evidence with regard to who the council has had recorded as the proprietor 2-8 Osborne St, Newmarket over the last 33 years via any Notices of Change of Ownership.

We have been able to retrieve Notices of Change of Ownership records for this property from archives in relation to transactions that occurred on the following dates (please see **attached**):

- 31 August 2007 – purchaser – Prime Property Holdings (NZ) Limited;
- 3 October 2007 – purchaser – Parly Acquisitions Limited; and
- 31 August 2012 – purchaser – Kent Street Holdings Limited;

After a thorough search of all available archives we can confirm we have no additional Notices of Change of Ownership in relation to the above property.

The relevant certificate of title/computer register data confirms that prior to 2007, the next most recent transfer of ownership was in October 1990. The only record we have from that time is a copy of the Valuations Field Book for the property (please see **attached**). This confirms that council recognised Suncern Properties as the owner of the property at that time, which is consistent with the ownership reflected on the relevant titles. The Valuations Field Book contains other relevant valuation information, but had no Notice of Change of Ownership associated with it.

The only other relevant document we have available is a valuation notice from 1999. This also confirms that council recognised Suncern Properties as the owner of the property at that time, which is also consistent with the ownership reflected on the relevant titles (please see **attached**).

Accordingly, pursuant to sections 17(e) of the Local Government Official Information And Meetings Act 1987, we are unable to provide any further copies of Notices of Change of Ownership on the basis that the document alleged to contain the information requested does not exist or, despite reasonable efforts to locate it, cannot be found.

If you have any further queries please contact me on 09 301 0101, quoting LGOIMA No. 8140000045. Should you believe Auckland Council has not responded appropriately to your request you have the right to seek a review of the decision from the Ombudsman.

Yours sincerely



Rebecca Rowsell
Privacy and LGOIMA Team

8140000045

A 1

KensingtonSwan LAWYERS		Valuation Reference: 10	
Local Authority Name Auckland City Council		Local Authority Address Postal Address: DX CP25502 Town: Auckland Metro Water Limited DX CM 27060 Mt Roskill	
Regional Council Auckland Regional Council		Regional Council Address Postal Address: DX CP28008 Town: Auckland	
Previous Owner/Occupier/Lessee Name Suncern Properties (Khyber Pass) Limited			
New Owner/Occupier/Lessee Name Prime Property Holdings (NZ) Limited			
New Postal address for Valuation and Rates notices Postal Address: C/- KensingtonSwan, Private Bag 92101 Town: Auckland			
Area of Property	Legal Description	Certificate of Title No.	Land Registry
349m ²	Lot 1 DP 22145	957/131	North Auckland
2049m ²	Lot 1-2 DP 22146	630/44	North Auckland
318m ²	Part Allotment 15 Section 6 Suburbs of Auckland	582/88	North Auckland
313m ²	Part Allotment 15 Section 6 Suburbs of Auckland	581/232	North Auckland
N/A	Principal Units A, B, C, D and E Unit Plan 103581	57A/669-673 (inclusive)	North Auckland
Situation Address of Property			
Street Name: Osborne Street, Kent Street, Khyber Pass, York Street Town: Auckland			
Details of Transaction			
State if: Sale: (Normal arms-length: <input checked="" type="checkbox"/> , Mortgagee: , Family:), Transfer To Trust: , Gift: , Will: , Jft: , Exchange: , Lease (New: , Transfer: , Surrender:)			
Date offer accepted	Settlement Date	Possession date	Buildings on the Land? Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> Is there a known relationship between vendor and purchaser? If so, what is the relationship? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> Relationship:
Gross Consideration \$11,000,000.00	Land and Buildings	Chattels	Plant/Stock
Does Gross consideration shown above include GST? Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> Zero Rated:	Amount of GST included in Gross Consideration \$	Which parties are registered for GST for this transaction? Vendor: Purchaser:	If multi-property, is there any specific rate sharing agreement, and what is the agreed portion for this share? Yes: <input type="checkbox"/> No: <input type="checkbox"/> Portion: N/A
Details of Lease			
State if: Ground Lease:, Lease Of Land And Buildings:, Deferred Payment Licence:, Other: N/A			
Lease Number	Annual rental Excl GST	Lease Term	Start Date
Date of Last Rent Review			
How often are Rent reviews Due?	Who is responsible for Rates, Insurance etc? Lessee, Lessor	Is there a right of renewal? Yes, No	Compensation for Improvement? Yes, No
If applicable, was the deferred payment licence transferred? Yes, No			
Other Details			
Purchaser's Solicitor's Name, Address, Telephone, Fax numbers Kensington Swan Lawyers, Private Bag 92101, Auckland (Attention: Jacqueline Parker) 579 4196			Signature:
Vendor's Solicitor's Name, Address, Telephone, Fax numbers Loo & Koo, P O Box 99687, Newmarket, Auckland			Signature:

Edwin Morris

19/10/65200

PLK 402493

A 2

NOTICE OF CHANGE OF OWNERSHIP OR OCCUPANCY

Auckland City Council, Private Bag
92516, Wellesley Street, AucklandAuckland Regional Council, Private
Bag 92218, AucklandMetro Water Limited, PO Box 27-060,
Mt Roskill, Auckland

Previous Owner(s)/Lessee(s): Prime Property Holdings (NZ) Limited

New Owner(s)/Lessee(s) (in full): Parly Acquisitions Limited

New Owner(s) Postal Address: c/- Level 1, 2-4 Heather Street, Parnell, Auckland (P O Box 37307 Parnell, Auckland)

Address of Property:

1. 481-487 Khyber Pass
2. Units A-E 477-479 Khyber Pass
3. 2-8 Osborne Street
4. 6 Kent Street

Legal Description:

1. Lot 1 DP 22145
2. Units A to E and 1/5 share in AU 1 DP 103581
3. Part Allotment 15 Section 6 Suburbs of Auckland & Lot 1-2 DP 22146
4. Part Allotment 15 Section 6 Suburbs of Auckland

Certificate of Title:

- | | |
|-----------------------------------|---|
| 1. NA957131 | 1. 349m ² |
| 2. NA57A/668, 670, 671, 672 & 673 | 2. - |
| 3. NA582/88 & NA630/44 | 3. 319m ² & 2069m ² |
| 4. NA581/232 | 4. 314m ² |

Nature of Transaction - Mark appropriate box ☒☒ Sale☐ Transfer to Family Trust☐ Assignment to Lease☐ Sale of Share☐ New Trustee☐ Mortgage Sale☐ Survivorship☐ Matrimonial/Joint Family Home☐ Other:☐ Will

Date Offer Accepted: Undated

Please enter the following if applicable:

Date of Settlement: 3 October 2007

Land and buildings: Yes

Gross Consideration: \$16,000,000.00

Chattels:

Buildings on the Land?: Yes

GST included?: Zero rated

Subject to Tenancy?: Yes

Commencement Date: As per lease

Term of Lease (in years): As per lease

Rental: As per lease

Tenant(s) Name: As per lease

Tenant(s) Postal Address: As per lease

Agent for Vendor: Brookfields Lawyers

Agent for Purchaser: Meredith Connell

Contact Name: Gwendoline Keel

Contact Name: Melissa Soh-Newstead

Phone: (09) 379 9350

Phone: (09) 336 7553

11/10 from Juman into home
T-sale for
Units A-E/479 Khyber Pass
PK 513760 1910/6.5100/A

Mel
6 Kent St
1910/6.8900

Version 1.2- Akcity-10/98

PK 337071

4 11/10

513760, 761, 763, 762, 402549, 337071
764

A 3

(QUOTABLE) VALUE NEW ZEALAND		Valuation Reference:	
Local Authority Name and Address		Auckland Council Private Bag 92300 AUCKLAND 1141	Watercare Services Limited Private Bag 94010 AUCKLAND 2241
PREVIOUS Owner / Occupier / Lessee's Name		Parly Acquisition Limited	
NEW Owner/Occupier/Lessee's Name		Kent Street Holdings Limited	
NEW Postal address for Valuation and Rates Notices		PO Box 37-307 Parnell, Auckland	
Area of Property		Certificate of Title Reference(s) including Land Registry Name Land District: North Auckland NA57A/669, NA57A/670, NA57A/671, NA57A/672, NA57A/673, NA582/88, NA630/44 and NA581/232	
Legal Description		Units A to E in Unit 1, Deposited Plan 103581, Part Allotment 15 Section 6 Suburbs of Auckland, and Lot 1-2 Deposited Plan 22146	
Situation Address of Property		477-479 Khyber Pass Road, 481-487 Khyber Pass Road, 2-8 Osborne Street, 6-8 Kent Street and 3 York Street, Newmarket, Auckland	
Details of Transaction		Sale	
Date Offer Accepted	Settlement Date	Possession Date	Buildings on the land?
17 August 2012	31 August 2012	31 August 2012	Yes
Gross Consideration	Land and Buildings	Chattels	Plant/Stock
\$22,955,000.00	\$22,955,000.00	\$	\$
Does Gross consideration above include GST?	Amount of GST included in gross consideration	Which parties are registered for GST for this transaction?	If multi-property, is there any specific rate sharing agreement, and what is the agreed portion for this share?
Yes			
Details of Lease			
Lease Number	Annual Rental excluding GST	Lease Term	Start Date
How often are rent reviews due?	Who is responsible for rates, insurance etc?	Is there a right of renewal?	Compensation for improvement?
Other Details			
Purchaser's Solicitor's name:	Queen City Law (Marcus Beveridge)		Signature:
Address:	DX CP 24080		
Telephone:	09 970 8810		
Fax:	09 970 8820		
Vendor's Solicitor's name:	Queen City Law (John Jon)		Signature:
Address:	DX CP 24080		
Telephone:	09 970 8810		
Fax:	09 970 8820		
Real Estate Agent's name and company handling sale:	Private Treaty		

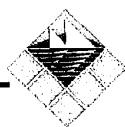
204044_1

6.9.

SUNCEM PROPERTIES (KINYEY PASS)
P O Box 99763
 New Carrollton
 Auctioneers 1031A

SUNCEM PROPERTIES (KINYEY PASS) LIMITED
 Route 1 - 2 Oberlin Street
 Restaurant & Store
 6/05/94

*- vacant Restaurant
 Ex Food
 + Storage*


AUCKLAND CITY
NOTICE OF VALUATION
This is not a rates notice

Suncern Properties Khyber Pass Limited
P O Box 99708
Newmarket
Auckland 1031 1031

15th November 1999

This Notice is to inform you of your property's Rating Values in the 1999 Valuation Roll. This is an important Notice. You should read it and file it for future reference. The Annual Value will be used when calculating your rates.

Local Authorities use information contained in the District Valuation Roll to levy rates. This Notice details information on your property that is contained in the District Valuation Roll of Auckland City Council. Previously, the District Valuation Roll was maintained by the Valuation Department. However, the Rating Valuations Act 1998 now obliges Councils to maintain the valuation rolls but allows them to choose their valuation service provider.

The Valuer-General regulates the maintenance of District Valuation Rolls to ensure that they meet the minimum standards set out in the Rating Valuations Act, the Rating Valuations Regulations and rules of the Valuer-General.

Your details on the Roll are as follows:

Valuation Details

RATEPAYER	Suncern Properties Khyber Pass Limited
OWNER	Suncern Properties Khyber Pass Limited
PROPERTY LOCATION	2-8 Osborne Street, Newmarket
PROPERTY DESCRIPTION	BLDG
LEGAL DESCRIPTION	Part CT 630/44, Part CT 636/221, ParArea 2462.00m2 LOTS 1-2 DP 22146 LOTS 3-4 DP 22145 PT ALLOTS 15 S EC 6 AUCKLAND SUBS
VALUATION NUMBER	1910/63799
LAND VALUE	\$3,000,000
VALUE OF IMPROVEMENTS	\$250,000
CAPITAL VALUE	\$3,250,000
ANNUAL VALUE	
EFFECTIVE DATE OF VALUATION	01 October 1999
REASON FOR NOTICE	General Revaluation

Meaning of Abbreviations
Property Description

Bk	Brick
Bldg	Building
Blk	Block
C/Pt	Carport
Conc	Concrete
Dble Grge	Double Garage
Dwg	Dwelling
Fcty	Factory
Fib	Fibrolite
Flts	Flats
Grge	Garage
Hse	House
OBs	Other Buildings
Ols	Other Improvements
Pt	Part
R/C	Rough Cast
Rm	Room
T/Hse	Town House
U/C	Under Construction
Wd	Wood
W/Hse	Warehouse

Legal Description

Area	Land Area
AU	Accessory Unit
CT	Certificate of Title
DP	Deposited Plan
DRO	Deeds Registry Office
1/2 Share	Half Share
NA	Not Available
SO	Survey Office Plan
UP	Unit Plan

Important Information

1. If you need more information, please contact Auckland City by phoning 09 379 1347.
2. If you want to correct or change the details on the District Valuation Roll, please write to us with the alterations.
3. If you want to object to the values on this Notice see the Objections panel on the back of this form. Your objection must reach Valuation Services no later than 17th December 1999 (5.00 pm)

In the Matter of Land Transfer
Amendment Act 1963
And
Dealing 9998819

I, Chen - Chia Shih of Auckland, Company Director solemnly and sincerely declare that:

1. I was a Director of Suncern Properties (Khyber Pass) Limited ("Suncern") between approximately 22 December 2003 until the company was removed from the Register.
2. Suncern was incorporated on 18th January 1990. It went into liquidation on 14th March 2008 and was removed from the Register on 7 March 2009.
3. Between 25th October 1990 and 3rd September 2009, Suncern was the registered proprietor of the land contained in Lot 1-2 DP 22146 NA630/44 (as shown in the copy of the certificate of title attached marked "A"). This property is situated in the area bounded by York Street, Kent Street and Osbourne Street, Newmarket, Auckland.
4. I understand that part of the brick building on Lots 1-2 DP 22146 is in fact located on Lot 3 DP 22145 and Lot 4 DP 22145 CT NA 636/221 although I do not recall being aware of this fact at the time Suncern owned the property.
5. The attached copy of a plan marked "B" dated 18 July 1956 shows the layout and shape of the brick building at that time. I can confirm that the layout and shape of the building was the same as is shown on this plan on 25th October 1990, being the day Suncern was registered as proprietor. I visited the property on 14 September 2016 and I confirm that the brick building remains unchanged to this day.
6. Attached marked "C" is a copy of a plan attached to a lease entered into between Suncern and the Magic Wok Enterprise Ltd on or about 1 August 1999. This plan shows the toilets on Lot 3 DP 22145 within the fabric of the building.
7. During the time Suncern owned the property the brick building was in the possession of Suncern and was leased by Suncern to its tenants.
8. To the best of my knowledge the rates payments we made for the property included all the land occupied by the brick building although I have not retained any records to this effect.

And I make this declaration conscientiously believing the same to be true by virtue of the Oaths and Declarations Act 1957.

Declared at Auckland this 14th day of September 2016 before me:

A Solicitor of the High Court of New Zealand

HOI YI (ANNA) WU
SOLICITOR
AUCKLAND

A



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**

Historical Search Copy



R. W. Muir
Registrar-General
of Land

Identifier **NA630/44**
Land Registration District **North Auckland**
Date Issued **28 September 1931**

Prior References
NA373/163

Estate Fee Simple
Area 2069 square metres more or less
Legal Description Lot 1-2 Deposited Plan 22146

Original Proprietors
Suncern Properties (Khyber Pass) Limited

Interests

Appurtenant hereto is a right of way created by Conveyance 321014 (R408/412) (affects part Lot 1 DP 22146)
4544 Order in Council exempting the within land from Section 128 of the Public Works Act 1928 - 21.11.1918
5384 Order in Council exempting the within land from Section 128 of the Public Works Act 1928 - 2.10.1919
7519895.1 Transfer to Prime Property Holdings (NZ) Limited - 3.9.2007 at 11:38 am
7554953.1 Transfer to Parly Acquisitions Limited - 5.10.2007 at 9:26 am
7558136.1 Mortgage to Westpac New Zealand Limited - 5.10.2007 at 9:26 am
8532466.2 Variation of Mortgage 7558136.1 - 26.7.2010 at 10:39 am
9163307.1 Discharge of Mortgage 7558136.1 - 31.8.2012 at 5:11 pm
9163307.2 Transfer to Kent Street Holdings Limited - 31.8.2012 at 5:11 pm
9163307.3 Mortgage to Westpac New Zealand Limited - 31.8.2012 at 5:11 pm

This is the document marked "A" and
referred to in the annexed
Declaration of *Chen-Chia Shih*
of Auckland, declared at Auckland this
day of 14th September 2016
before me:
A Solicitor of the High Court of New Zealand

HOI YI (ANNA) WU
SOLICITOR
AUCKLAND

Transaction Id
Client Reference PAR12/2

Historical Search Copy Dated 3/05/16 12:25 pm, Page 1 of 3

Identifier

NA630/44


NEW ZEALAND. REGISTER

Reference: Vol. 373, Folio 103 AMALGAMATED.
Transfer No.
Application No. 7874
Order for N/O No.

Register-book,
Vol. 630, folio 44.

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

This Certificate, dated the twenty-eighth day of September, one thousand nine hundred and thirty-one under the hand and seal of the District Land Registrar of the Land Registration District of AUCKLAND Witnessing that KENTS BAKRIES LIMITED a Company duly incorporated and having its registered office at Newmarket, is entitled to the land hereinafter described, as the same is delineated by the plan hereon bordered green, to the several admeasurements a little more or less, that is to say: All that parcel of land containing two rooms one porch and eight tenths of a perch more or less situated in the Borough of Newmarket being Lots 1 (one) and 2 (two) on a plan deposited in the Land Registry Office at Auckland under No. 22146 and being part of Allotment 15 of Section 6 of the Suburbs of Auckland.

 *William Johnston*
District Land Registrar.

The above described land is exempted from Section 128 of the Public Works Act 1928 by virtue of two orders of the Council published in the New Zealand Gazette of the 21st November 1918 and the 2nd October 1919 copies of which are deposited in the Land Registry Office at Auckland under Nos. 4544 and 5184 respectively.

W. Johnston
Dist. L.R.

Admittance to that part of Lot 1 Deposited Plan 22146 indicated by the Number "19" on said plan in a Right of way over the piece of land coloured pink on the said plan and on the diagram endorsed hereon (i.e. other part of said Allotment 15 of Section 6 Suburbs of Auckland Deeds Index 16A.614) created in and by Conveyance registered in the Deeds Register Office at Auckland under No. 321914 (R408/412).

W. Johnston
Dist. L.R.

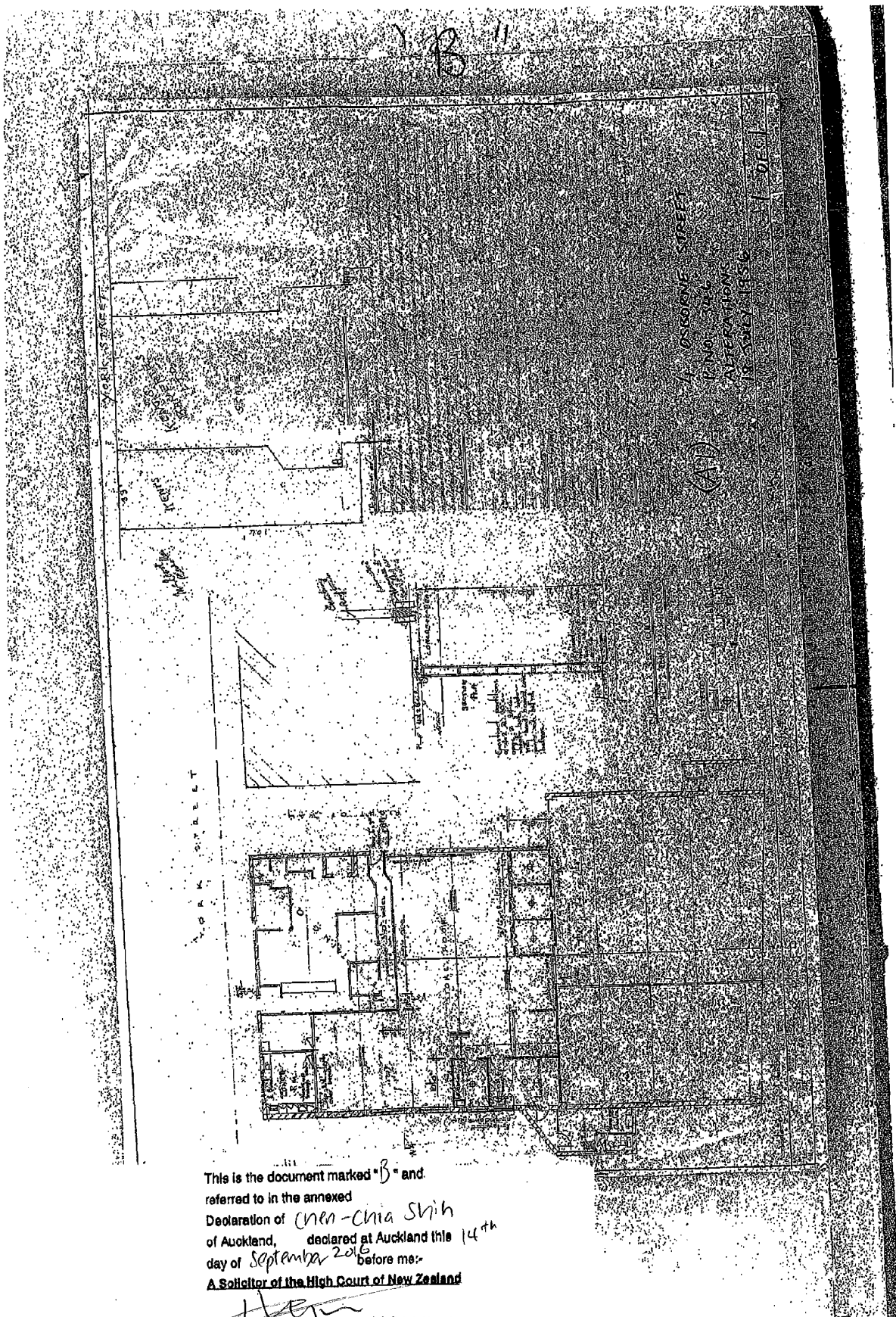
Outstanding interest registered in the Deeds Register Office at Auckland:
No. 390631 (R546/557) Mortgage of Lot 2 and part of Lot 1 on Deposited Plan 22146 Kents Bakries Limited to The Guardian Trust and Executors Company of New Zealand Limited.

W. Johnston
Dist. L.R.

OYER.

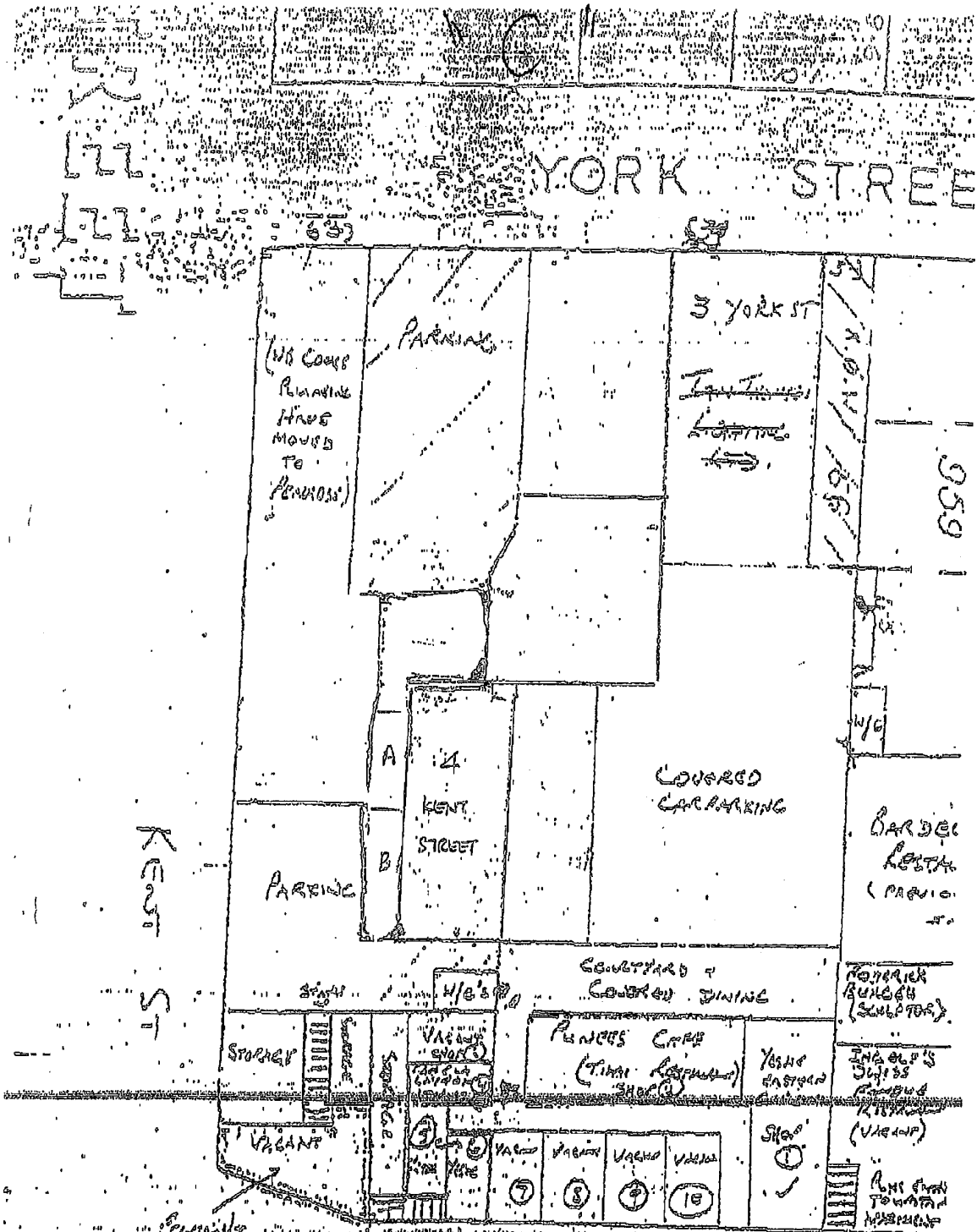
Total Area: 0.2.01.8
320 sq. ft. 60 links to 871 inch

Historical Search Copy Dated 3/05/16 12:25 pm, Page 3 of 3



This is the document marked "B" and
referred to in the annexed
Declaration of *Chen-Chia Shih*
of Auckland, declared at Auckland this 14th
day of *September 2016* before me:-
A Solicitor of the High Court of New Zealand

HOI YI (ANNA) WU
SOLICITOR
AUCKLAND



This is the document marked "C" and referred to in the annexed Declaration of Chen-Chia Shih of Auckland, declared at Auckland this 14th day of September 2016 before me:
A Solicitor of the High Court of New Zealand

HOI YI (ANNA) WU
SOLICITOR
AUCKLAND

Shops 4, 5 & 6
Oliver's Arcade

OSBORNE ST.

6/10/11 + 12/11

In the Matter of Land Transfer

Amendment Act 1963

And

Dealing 9998819

I, Simon Rowntree, of Auckland, Company Director solemnly and sincerely declare that:


1. I am a Director of Parly Acquisitions Ltd ("Parly") and have been a Director since April 2001. One of my fellow Directors is James Brown who has made declarations in this matter on behalf of Kent Street Holdings Limited, the Applicant herein. I am also a Director of Kent Street Holdings Ltd.
2. Between 5th October 2007 and 31st August 2012, Parly was the registered proprietor of property situated in the area bounded by York Street, Kent Street and Osbourne Street, Newmarket, Auckland as follows:
 - a. 2069 m² being Lot 1 and Lot 2 DP 22146 CT NA 630/44 (attached marked "A") and
 - b. 318 m² Allotment 15 Section 6 Suburbs of Auckland CT NA582/88.
3. Lot 1 DP 22146 together with Lot 3 DP 22145 and Lot 4 DP 22145 CT NA 636/221 (attached marked "B") is occupied by one Brick Building.
 - a. The Brick Building is principally located within Lot 1 DP 22146.
 - b. A small part of the building's fabric comprised of a brick wall is located within Lot 4 DP 22145.
 - c. A small room bounded by a continuation of the brick wall is located within Lot 3 DP 22145.
4. The Brick Building including its fabric within lots 3 and 4 DP 22145 was in the possession of Parly during the time it owned Lots 1-2 DP 22145.
5. I frequently visit the property and I confirm that the brick building is unchanged in any way from the way it was when Parly was proprietor.
6. To the best of my knowledge the rates payments we made for the property included all the land occupied by the brick building although Parly has not retained any records to this effect.

And I make this declaration conscientiously believing the same to be true by virtue of the Oaths and Declarations Act 1957.

Declared at Auckland this 15th day of September 2016 before me:


A Solicitor of the High Court of New Zealand

Thomas Francis Cleary
Barrister
Auckland



Simon Brent Rowntree
Company Director
Shortland Street, Auckland

A



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952

Historical Search Copy



Identifier **NA630/44**
Land Registration District **North Auckland**
Date Issued **28 September 1931**

Prior References

NA373/163

Estate	Fee Simple
Area	2069 square metres more or less
Legal Description	Lot 1-2 Deposited Plan 22146
Original Proprietors	Suncern Properties (Khyber Pass) Limited

Interests

Appurtenant hereto is a right of way created by Conveyance 321014 (R408/412) (affects part Lot 1 DP 22146)
4544 Order in Council exempting the within land from Section 128 of the Public Works Act 1928 - 21.11.1918
5384 Order in Council exempting the within land from Section 128 of the Public Works Act 1928 - 2.10.1919
7519895.1 Transfer to Prime Property Holdings (NZ) Limited - 3.9.2007 at 11:38 am
7554953.1 Transfer to Parly Acquisitions Limited - 5.10.2007 at 9:26 am
7558136.1 Mortgage to Westpac New Zealand Limited - 5.10.2007 at 9:26 am
8532466.2 Variation of Mortgage 7558136.1 - 26.7.2010 at 10:39 am
9163307.1 Discharge of Mortgage 7558136.1 - 31.8.2012 at 5:11 pm
9163307.2 Transfer to Kent Street Holdings Limited - 31.8.2012 at 5:11 pm
9163307.3 Mortgage to Westpac New Zealand Limited - 31.8.2012 at 5:11 pm

This is the document marked "A" and
referred to in the annexed
Declaration of *Lima Rowndree*
of Auckland, declared at Auckland this 15th
day of *September 2016* before me:-
Thomas Francis Cleary
A Solicitor of the High Court of New Zealand

Thomas Francis Cleary

Transaction Id
Client Reference *PARI2/2*

Barrister
Auckland

Historical Search Copy Dated 3/03/16 12:25 pm, Page 1 of 3

Identifier

NA630/44


NEW ZEALAND. REGISTER

Vol. 373, Folio 103 AMALGAMATED.
 Reference: Transfer No. Application No. 7874 Order for M/O No.
 Registrars' Office, Vol. 430, folio 44.

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

This Certificate, dated the twenty-ninth day of September, one thousand nine hundred and thirty-one under the hand and seal of the District Land Registrar of the Land Registration District of AUCKLAND testifies that KENTS BAKERIES LIMITED a Company duly incorporated and having its registered office at Newmarket.

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial under written or endorsed hereon, subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon bordered green, be the several adjacentsments a little more or less, that is to say: All that parcel of land containing two roods one perch and eight tenths of a perch more or less situated in the Borough of Newmarket being Lots 1 (one) and 2 (two) on a plan deposited in the Land Registry Office at Auckland under No. 22146 and being part of Allotment 15 of Section 6 of the Suburbs of Auckland.

 *William Johnston*
 District Land Registrar.

The above described land is exempted from Section 120 of the Public Works Act 1928 by virtue of the several Orders in Council published in the New Zealand Gazette of the 21st November 1918 and the 2nd October 1919 copies thereof are deposited in the Land Registry Office at Auckland under Nos. 4544 and 5184 respectively.

W. Johnston
 Dist. L.R.

Appurtenant to that part of Lot 1 Deposited Plan 22146 indicated by the Number '19' on said plan is a Right of way over the piece of land coloured pink on the said plan and on the diagram endorsed hereon (i.e. other part of said Allotment 15 of Section 6 Suburbs of Auckland Deeds Index 16A, 518) created in and by Conveyance registered in the Deeds Register Office at Auckland under No. 121014 (H408/512).

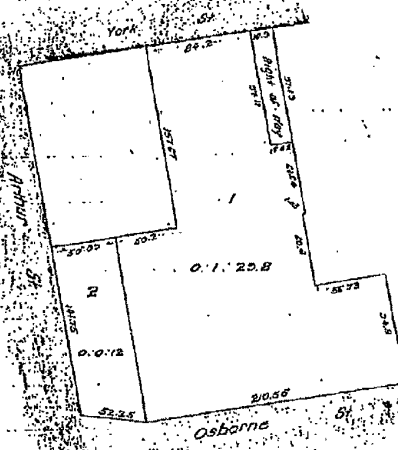
W. Johnston
 Dist. L.R.

Outstanding interest registered in the Deeds Register Office at Auckland:
 No. 170671 (H546/557) Mortgage of Lot 2 and part of Lot 1 on Deposited Plan 22146 Kents Bakeries Limited to The Guardian Trust and Executors Company of New Zealand Limited.

W. Johnston
 Dist. L.R.

0722.

Total Area: 0.2.018
 Scale 60 Links to an Inch



REGISTER

NEW ZEALAND.

[Land and Deeds - 4.
[Form B.

Reference: Vol. , Folio
Transfer No.
Application No. 7876.
Order for N/O No.



Register-Book,
Vol. 636, folio 221.

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

This Certificate, dated the thirty-first day of May, one thousand nine hundred and thirty-two
under the hand and seal of the District Land Registrar of the Land Registration District of AUCKLAND (himself) that
KENTS BAKRIES LIMITED, a duly incorporated company having its registered office
at Auckland

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial under written
or endorsed hereon, subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly
of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon bordered green, be the several admeasurements
a little more or less, that is to say: All that parcel of land containing together thirty-two one hundredths of a perch situated
in the Borough of Newmarket being lots 3 (three) and 4 (four) on a plan deposited in the Land Registry
Office at Auckland under No. 22145 and being parts of Allotment 15 of Section 6 of the Suburbs of Auckland.

METRIC AREA IS $8m^2$

Conversion Factors:
1 Acre = 4043m²
1 Perch = 25.29m²
1 Link = 2012 metres



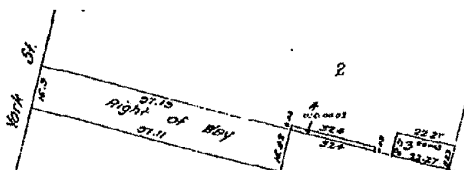
William Johnston
District Land Registrar.

Appurtenant to above described land is a Right of Way
over other portion of said Allotment 15 (Deeds Index
16A.816) coloured pink on said plan 22145 and on the
diagram endorsed hereon created in and by Conveyances
registered in the Deeds Register Office at Auckland
under No. 321014 (R408/412).

W. Johnston
Dist. L.R.

THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 215A LAND TRANSFER ACT 1952.

L. G. Gorman
D.L.R.



Total Area: 0.0032
Size: 30 Links to on inch

This is the document marked "B" and
referred to in the annexed
Declaration of Seven Row trees
of Auckland, declared at Auckland this 5th
day of September before me:-
A Solicitor of the High Court of New Zealand

Thomas Francis Cleary

Thomas Francis Cleary
Barrister
Auckland



Lands Form N 3

LAND TRANSFER OFFICE
 RECEIVED: 1/8/1928, No. 22145
 TITLE REF: 21/1/1928
 656/220
 REFERRED TO DRAUGHTSMAN: 2/8/27
 L.T. DRAUGHTSMAN:
 EXAMINED: 6.5.28
 TAXY. RECALC. VOL. 3
 FIELD-BOOK: No. 87, PAGE 72
 COMP. B.: No. 87, REPORT No. 87
 REF. PLANS: 656/220, 3225, 72/1/2
 2259, 2259, 2259
 FILE: SURVEYORS REPORT

FOR SURVEYS UNDER THE LAND TRANSFER ACT ONLY.
NORTH AUCKLAND LAND DISTRICT
VIII. RANGITOTO S.D.

DEPOSIT FEE PAID, SEE
 DECU. NO. TO VALUE No. 22145
 22145
 DEPOSITED this 31st day of May 1928
 at 10/11/28
 District Land Registrar

RIBBIE K. H. KHYBER PASS ROAD

YORK STREET

OSBORNE STREET

STATION North

AMENDING DIAGRAM
 Diagram No. 22145
 22145

BOROUGH OF NEWMARKET
 Plan of Part of Allot 15, Sec. 6, Suburbs of Auckland

Comprised in 22145, 1928
 Surveyed by S. Field and Wilson, Licensed Surveyors, August, 1928

DECLARATION.
 I, the undersigned, do hereby declare that the plan hereto annexed being executed by me
 and that the plan and survey are correct, and have been made in accordance with the regulations of the Surveyors' Board, dated the 30th day of March, 1928.
 And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statute in that behalf made.
 Declared at Auckland, this 1st day of May, 1928.
 S. Field and Wilson
 Licensed Surveyors

Approved,
 J. H. H. H.
 District Land Registrar

22145



13 April 2017

Project Ref: P16-001

Tournament Parking Limited
PO Box 90930
Victoria Street West
Auckland 1142

ATTENTION: James Brown

Dear Sir,

CERTIFICATE OF BOUNDARY OCCUPATION
LOT 4 DP 22145, YORK STREET, NEWMARKET

Pursuant to Section 14 of the Land Transfer Amendment Act 1963 I hereby confirm that the occupation boundary (edge of the building) coincides with the title boundary for Lot 4 DP 22145 as shown on DP22145. The building on this site is still the same building shown on this plan in 1928. Our survey was carried out in January 2016 and was analysed as part of the definition associated with DP495435.

Should you require any clarification of the above, please do not hesitate in contacting Rowan Hallam on 0275012869.

Yours faithfully,
WOOD & PARTNERS CONSULTANTS LTD

A handwritten signature in black ink, appearing to read "Rowan Hallam".

Rowan Hallam
LICENSED CADASTRAL SURVEYOR

A handwritten signature in black ink, appearing to read "Mark Williams".
Mark Williams
DIRECTOR