

DEED OF LEASE FOR ADDITIONAL PREMISES AT MAHURANGI WEST RESERVE

between

AUCKLAND COUNCIL

and

MAHURANGI WEST HALL AND RESERVE INCORPORATED

DRAFT

THIS DEED dated the _____ day of _____ 2014

BETWEEN **AUCKLAND COUNCIL ("Lessor")**

AND **MAHURANGI WEST HALL AND RESERVE INCORPORATED ("Lessee")**

BACKGROUND:

- A. By the Lease referred to in clause 1.1 the Existing Premises referred to in clause 1.1 were leased at the rental and on the terms and provisions contained in the Lease.
- B. The Lessor and the Lessee are currently the respective lessor and lessee of the Existing Premises under the Lease.
- C. The Lessee and the Lessor have agreed that, as from the Commencement Date, additional premises ("Additional Premises") will be included in the Lease.

WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this deed unless the context indicates otherwise:

1.1 Definitions:

"**Additional Premises**" means approximately 20 m² more or less comprising the footprints of the adjacent toilet block, water tank and storage shed to the Existing Premises and are shown marked in red on the plan attached in the Schedule;

"**Commencement Date**" means 1 October 2014;

"**Existing Premises**" means the area comprising the footprint of Mahurangi West Hall on Section 40 Block XV Mahurangi Survey District as described in the Reference Schedule of the Lease and marked in blue on the plan attached in the Schedule;

"**GST**" means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for that tax;

"**Lease**" means the lease of the Existing Premises dated 17 March 2005;

"**Lessee**" means Mahurangi West Hall and Reserve Incorporated and includes the Lessee's permitted assigns;

"**Lessor**" means Auckland Council and includes the Lessor's assigns;

"**Termination Date**" means 30 September 2023;

1.2 Defined Expressions: expressions defined in the main body of this deed have the defined meaning in the whole of this deed including the background;

1.3 Parties: references to parties are references to parties to this deed and include each party's executors, administrators and successors;

1.4 Persons: references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality; and

2. LEASE OF ADDITIONAL PREMISES

2.1 The Lessor leases to the Lessee and the Lessee takes on Lease the Additional Premises for a term commencing on the Commencement Date and expiring on the Termination Date on the terms (including rights of renewal if applicable) set out in the Lease.

2.2 This deed incorporates the Additional Premises in the Lease as from the Commencement Date, and from that date the Lease will be construed as one lease of the Existing Premises and the Additional Premises on the terms set out in the Lease as amended by this deed.

3. RENT

3.1 Amount: The rent for the Existing Premises together with the Additional Premises will be \$1.00 per annum (plus GST) if demanded.

3.2 Payment: The first rent payment will be due and payable on the Commencement Date and then on the 1st day of each and every year during the renewed term.

4. CONTINUANCE

Except as expressly varied by this deed, the terms expressed or implied in the Lease continue in full force and effect.

5. COSTS

The Lessee must pay the costs of preparation and execution of this deed.

Executed as a deed.

SIGNED for and on behalf of the **AUCKLAND COUNCIL** under delegated authority in the presence of:

Regional Operations Manager

Witness signature

Full Name

Occupation

Address

**SIGNED by MAHURANGI WEST HALL
AND RESERVE INCORPORATED as**
Lessee by:

Full name of director/authorised signatory

Signature of director/authorised signatory

Full name of director/authorised signatory

Signature of director/authorised signatory

Witness:
(if other than two directors sign)

Signature of witness

Full name of witness

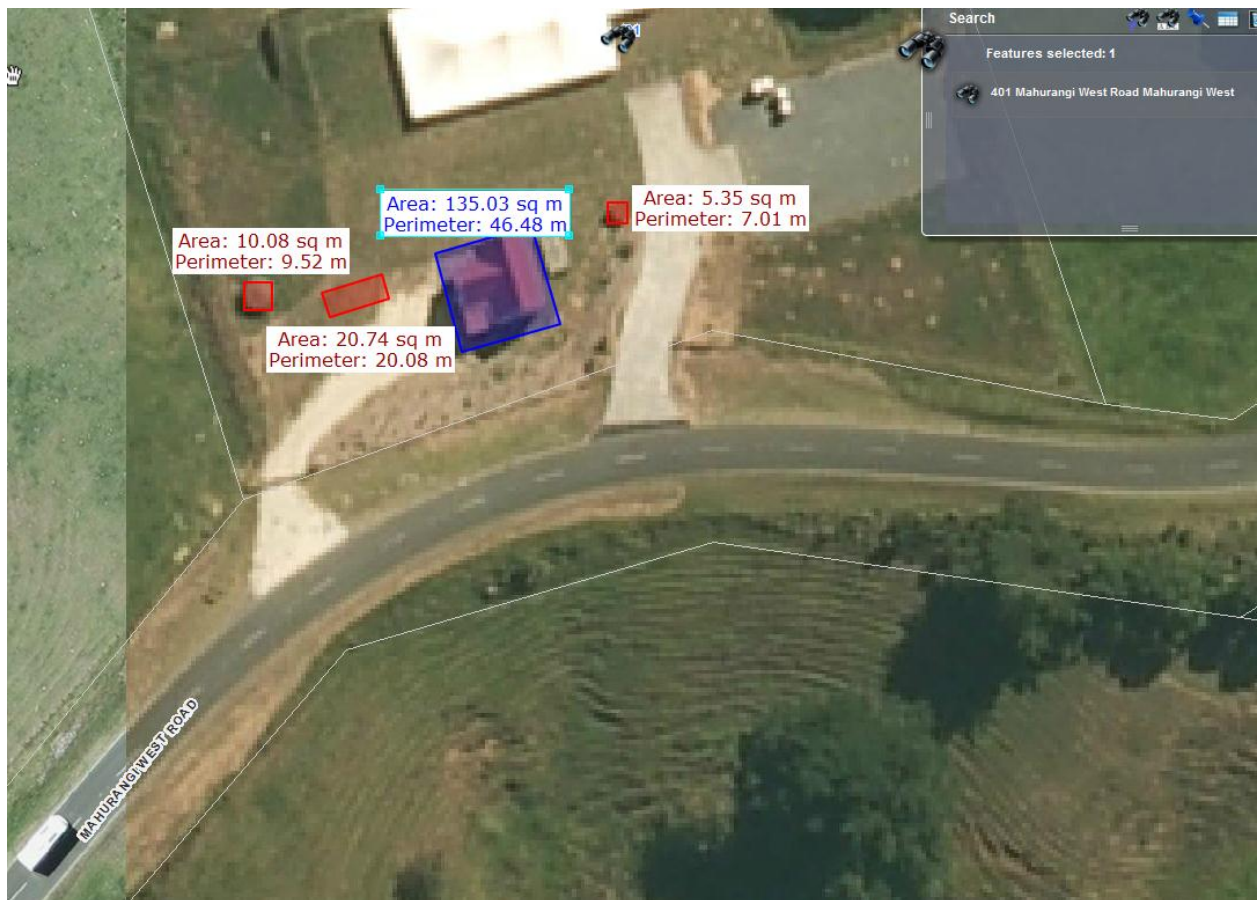
Occupation of witness

Address of witness

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SCHEDULE

Plan Showing Additional Premises in Red and Existing Premises in Blue



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DEED OF RENEWAL AND VARIATION OF RESERVE LEASE FOR PREMISES AT MAHURANGI WEST RESERVE

between

AUCKLAND COUNCIL

And

MAHURANGI WEST HALL AND RESERVE INCORPORATED

DRAFT



DEED dated the _____ day of _____ 2014

PARTIES:

1. **AUCKLAND COUNCIL** (“Lessor”)
2. **MAHURANGI WEST HALL AND RESERVE INCORPORATED** (“Lessee”)

BACKGROUND:

- A. The Lessor and the Lessee are currently respectively the Lessor and Lessee of the Premises under the Lease at the rental and upon the terms and conditions set out in the Lease [including the right of renewal].
- B. Under the Lease the Lessee has one (1) right to renew the term of the Lease for nine (9) years.
- C. The initial term of the Lease expired on 30 September 2014 and the Lessee has exercised the Lessee’s option for a renewal of the term pursuant to clause 2.2 of the Lease.
- D. The Lessor agrees to a renewal of the Lease and to a variation of the Lease to record changes in maintenance responsibilities.

COVENANTS:

1. **INTERPRETATION**

In this Deed unless the context otherwise requires:

1.1 **Definitions:**

“**Commencement Date**” means 1 October 2014;

“**Goods and Services Tax**” means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for such tax;

“**Lease**” means the deed of lease of the Premises between the Lessor and the Lessee dated 17 March 2005;

“**Lessee**” means Mahurangi West Hall and Reserve Incorporated and includes its successors and permitted assigns;

“**Lessor**” means Auckland Council and includes its successors and assigns;

“**Premises**” means that part Section 40 Blk XV Mahurangi SD, more particularly shown as the area detailed on the plan attached to the Lease;

“**Termination Date**” means 30 September 2023

- 1.2 **Defined Expressions:** Expressions defined in the main body of this Deed have the defined meaning in the whole of this Deed including the background;

- 1.3 Headings:** Section, clause and other headings are for ease of reference only and do not form any part of the context or affect this Deed's interpretation;
- 1.4 Joint and Several Liability:** An obligation by two or more persons binds those persons jointly and each of them severally;
- 1.5 Negative Obligations:** Any obligation not to do anything will include an obligation not to suffer, permit or cause that thing to be done;
- 1.6 Parties:** References to parties are references to parties to this Deed;
- 1.7 Persons:** References to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- 1.8 Singular and Plural:** The singular words include the plural and vice versa;
- 1.9 Schedules:** The schedules to this Deed and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this Deed;
- 1.10 Sections, Clauses and Schedules:** References to sections, clauses and schedules are references to this Deed's sections, clauses and schedules; and
- 1.11 Statutes and Regulations:** References to any statutory provision will include any statutory provision, which amends or replaces it, and any subordinate legislation made under it.

2. RENEWAL

- 2.1** The term of the Lease is renewed for a further term of ten (10) years less one day beginning on the Commencement Date and ending at midnight on the Termination Date.
- 2.2** The parties acknowledge this renewal is the only available renewal of the term of the Lease and the Lessee has no further right to renew the Lease.

3. RENT

- 3.1** The rent for the renewed term shall be \$1.00 per annum plus Goods and Services Tax (if demanded) subject to review in accordance with clause 3 of the Lease.

4. VARIATION

The Lessor and the Lessee agree to vary the Lease as follows:

- 4.1** To remove the Lessee's requirement to apply external protective coating to the Building no less frequently than every 5 years as set out in clause 7.2, provided that the protective coating is maintained at an adequate level to meet the requirements of clause 7.1.

5. GOODS AND SERVICES TAX

When the Lessor is liable to pay goods and services tax on any sum or sums paid or payable to the Lessor by the Lessee such sum or sums to be paid or payable by the Lessee shall be increased by the amount equal to the goods and services tax so payable by the Lessor.

6. CONTINUANCE

Except as expressly varied by this Deed, the terms expressed or implied in the Lease including the Guarantor's Guarantee shall continue to be in full force and effect after the execution of this Deed.

7. COSTS

Without limiting the terms of the Lease, the Lessor's costs of negotiation, preparation and execution of this Deed shall be paid by the Lessee.

Execution by the parties:

SIGNED for and on behalf of the **AUCKLAND COUNCIL** under delegated authority in the presence of:

Regional Operations Manager

Witness signature

Full Name

Occupation

Address

SIGNED by **MAHURANGI WEST HALL AND RESERVE INCORPORATED** (by affixing its common seal) in the presence of:

President / Chairman

Secretary / Authorised Signatory
