

AVAILABLE FOR LEASE
28 DEVONPORT ROAD



Location	28 Devonport Road
Available	Immediately
Property Details	98 sq metre retail premises. Lower end of Devonport Road
Car spaces	2 included in rental
Rent	\$42,150.00 p.a plus GST and opex (approx \$5550.00 p.a) plus GST
Lease Term	7 years (negotiable)
Right of Renewal	To be negotiated
Form Of Lease	6th edition ADLS Lease form with our standard modifications <i>To expedite any lease agreement approvals, please complete the attached Statement of Position and submit with the Agreement. SOP's should be obtained for all guarantors, and private companies.</i>
Access for viewing	Tony Fisken, Guideline Enterprises Limited, Tauranga. tony@guideline.co.nz
Landlord	1932 Investment Group

Sixth Edition ADLS Lease Modification

THE 2nd SCHEDULE

Refer clause 4.3 herein.

Clause 2.1 (d):

Replace “*as the commencement date of the then current lease term*” with, “*for the preceding 12 months*”.

Clause 6.1:

Delete words “*Each party*” and replace with “*The Tenant*”. (*This Clause supersedes any other clause in the Agreement to Lease, if any, relating to legal costs*)

Clause 15; Landlords Insurance

1. (b) & 2 a) Replace 12 months with 18 month indemnity.... &b) & c)

Clause 32.1

Replace “*is not at the date of giving of such notice*” with, “*has not been in breach of this Lease or has not flagrantly and wilfully breached any of the other terms of this lease on at least one occasion since the commencement of this lease*”.

New Clause:

46.0 Redevelopment Clause

46.1 Should the Landlord require the building or the premises or any part of them for redevelopment purposes and vacant possession of the premises is necessary for those redevelopment purposes, then the Landlord may, by written notice to the Tenant, terminate this Lease by specifying a date of termination to be effective not less than six months after the date of service for such notice on the Tenant. Upon the expiration of such notice this lease shall determine but without prejudice to the rights of either party in relation to any prior breach of this lease, and the rental and operational expenses shall cease to accrue from the date of termination. The tenant shall not be entitled to any compensation or damages arising from such termination. No account shall be taken of the termination rights contained in, or other contents of this clause or any determination of rental on either rent reviews or extensions of this lease. The Parties agree that notice under this clause will not be given within the first **2 year** of this lease.

The Fourth Schedule

Landlords Fixtures and Fittings

(Refer Subclause 45.1(f) of lease)

The Fifth Schedule

Premises Condition Report

PERSONAL STATEMENT OF POSITION FOR:

Guideline Enterprises Limited

Tauranga PO Box 268 Tauranga
Auckland

www.guideline.co.nz

P 07 578 4807
P 09 623 2001

property@guideline.co.nz

F 07 578 4806
F 09 623 2033

Full Name: DOB

Drivers Licence/Passport number (please attach photocopy)

Full Name (incl. maiden name): DOB

Drivers Licence/Passport number (please attach photocopy)

Company Name:

Physical Address:

Postal Address: Email Address:

Phone (Day): (After hours) (Fax)..... (Mob).....

Assets Personal:

Home Address: (Registered Valuation) \$.....

Holiday Home Address: (Registered Valuation) \$.....

Other Property Address: (Registered Valuation) \$.....

Vehicle Make/Model: (Insured Value) \$.....

Vehicle Make/Model: (Insured Value) \$.....

Personal Assets (Insured Value) \$.....

Bank Accounts: (Bank)..... (Current) \$.....

(Bank)..... (Cheque) \$.....

(Bank)..... (Savings) \$.....

TOTAL PERSONAL ASSETS \$..... (a)

Investments: Business:..... \$.....

Property: \$.....

Shares: \$.....

..... \$.....

Deposits: \$.....

TOTAL INVESTMENT ASSETS \$..... (b)

Liabilities: Mortgage/s: \$.....

Hire Purchases: \$.....

..... \$.....

Debts: \$.....

Tax: \$.....

All Outgoings: Per Month \$.....

TOTAL LIABILITIES \$..... (c)

Income: Employer (Self) Per Month \$.....

Employer (Partner)..... Per Month \$.....

I/We hereby confirm the above information is true and correct and consent to credit checks being undertaken by the landlord's authorised manager – Guideline Enterprises Ltd on my behalf. Please attach any further information required.

Signed: _____ Signed: _____

Date: _____ Date: _____