



## Warehouse or retail, high profile handy to Port and Mount business district.



An ideally located property of a convenient size.

<b>Location</b>	13 Totara Street, Mount Maunganui.
<b>Zoning</b>	Commercial Business; manufacturing, storage, distribution, port related, general industrial.
<b>Available</b>	Immediately
<b>Property Details</b>	Warehouse/workshop, facilities 260 sqm Showroom; 73 sqm <b>Total 333 sqm approx.</b> Stud height; bulk approx 5 metres
	Good access, and street profile.
<b>Car spaces</b>	Approx; 4 spaces included in rental
<b>Rent</b>	\$35,000pa + Operating Expenses + GST per annum
<b>Lease Term</b>	7 years; 2 yearly rent review
<b>Right of Renewal</b>	Negotiable
<b>Form Of Lease</b>	6th edition ADLS standard form modified, as attached Landlords standard form, or available from Guideline. <i>To assist in expediting 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>
<b>Access for viewing</b>	Tony Fisken, Guideline Asset Management.
<b>Landlord</b>	Totara Street Investment Group.
<b>Contact</b>	Tony Fisken, Guideline Asset Management, Tauranga. Mobile: 021 276 4125 <a href="mailto:tony@guideline.co.nz">tony@guideline.co.nz</a>

**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**

