

## AVAILABLE FOR LEASE

### RETAIL, OFFICE, CBD



|                         |  |
|-------------------------|--|
| <b>Location</b>         | 162 Durham Street, Tauranga  |
| <b>Zoning</b>           | Commercial Business  |
| <b>Available</b>        | Now  |
| <b>Property Details</b> | Tenancy 1 – approximately 93 sq metres<br>Tenancy 2 – approximately 77 sq metres<br>Tenancy 3 – approximately 61 sq metres<br><br>Plus shared use of facilities<br>Refer to plan as attached |
| <b>Car spaces</b>       | 2 spaces included in rental for each tenancy   |
| <b>Rent</b>             | Tenancy 1 - \$33,000.00 pa + Operating Expenses + GST<br>Tenancy 2 – LEASED<br>Tenancy 3 - \$19,500.00 pa + Operating Expenses + GST   |
| <b>Lease Term</b>       | 7 years with 2 yearly rent review  |
| <b>Right of Renewal</b> | Negotiable   |
| <b>Form Of Lease</b>    | 6 <sup>th</sup> edition ADLS standard form modified, as attached.  |

*To expedite any lease agreement approvals, please complete the attached Statement of Position and submit with the Agreement. SOPs should be obtained for all guarantors, and private companies.*

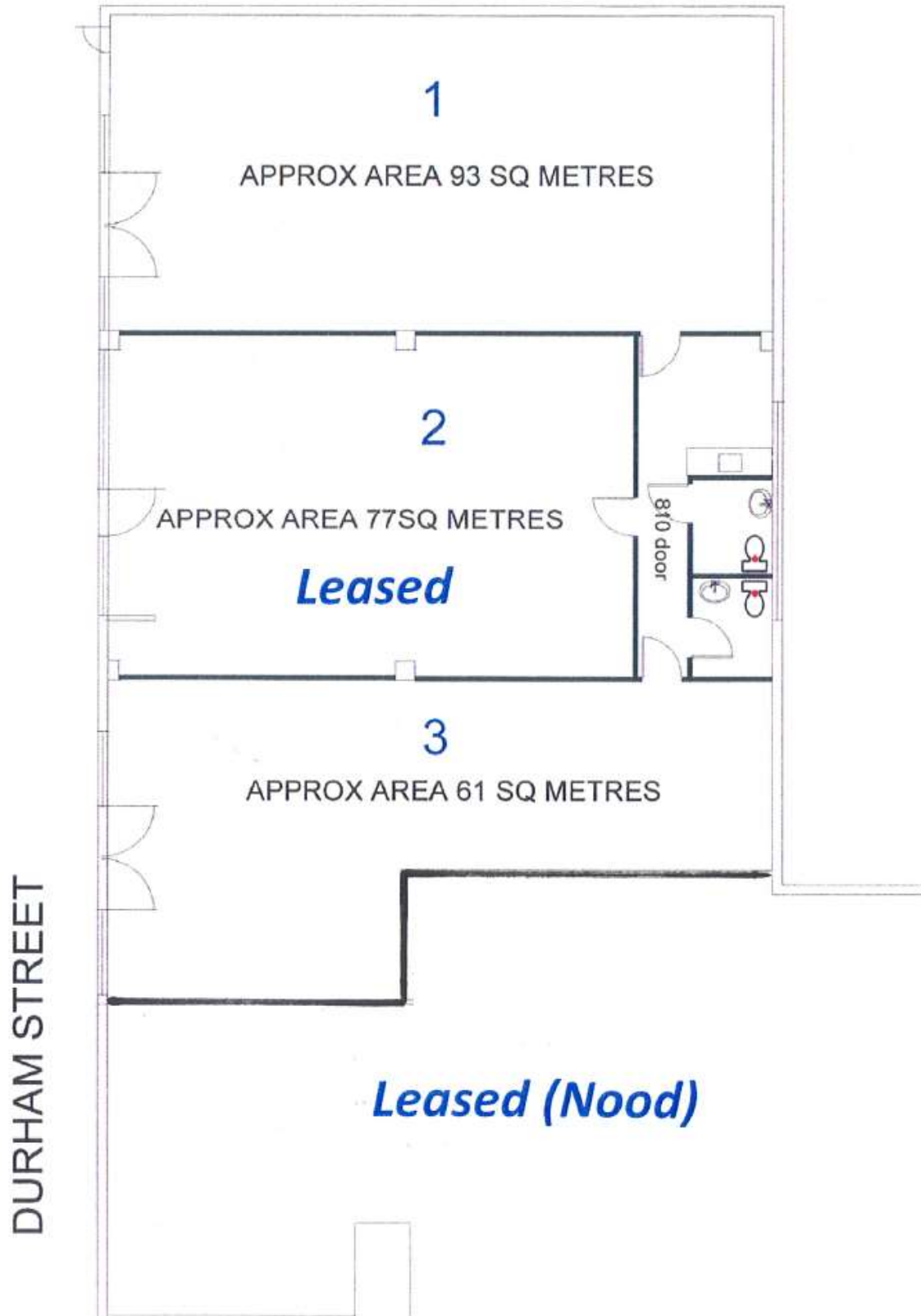
***We look forward to receiving your Agreement to Lease and ask that you note the requirements for our Landlord's Special Conditions and the tenant/guarantor Statement of Position. Both attached.***

**Access for viewing** Tony Fiskén, Guideline Enterprises Limited

**Landlord** Guideline Investor Group

**Contact** Tony Fiskén, Guideline Enterprises Ltd, Tauranga  
Mobile: 021 276 4125      tony@guideline.co.nz

**Or** Hadi Younan  
Mobile: 021 444 440      hadi@guideline.co.nz



**Sixth Edition ADLS Lease Modifications**

**FIRST SCHEDULE**

**Clause 14 Landlord's Insurance**

Delete 1(b) "Indemnity to full insurable value (including loss damage or destruction of windows and other glass".

Delete 2 (a) (i) "12 months" and replace with (ii) "18 months".

**SECOND SCHEDULE**

(Refer clause 4.3 herein)

**Clause 2.1 (d) Market Rent Review**

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

**Clause 6.1 Costs**

Replace "Each party will pay their own" with "The Tenant shall pay the Landlord's". (This Clause supersedes any other clause in the Agreement to Lease, if any, relating to legal costs.)

**Clause 32.1 Renewal of Lease**

Replace "is not at the date of the giving of the notice in breach of this lease" 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**

**48.0 Redevelopment Clause**

48.1 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 years of this lease.

**Fourth Schedule**

**Landlords Fixtures and Fittings**

(Refer Sub clause 45.1(f) of lease)

**Fifth Schedule**

**Premises Condition Report**

**PERSONAL STATEMENT OF POSITION FOR:**

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 \$.....

Please attach any further information required.

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.

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_