

AVAILABLE FOR LEASE

Main Road High Profile Location

Sales Outlet/Industrial/Distribution. Showroom/Office. Display Yard



| | |
|---------------------------|---|
| Location | 19 Hewletts Road Mount Maunganui |
| Zoning | Industrial business, includes retailing, offices, education, public utilities, places of assembly, autos. Previous uses have included factory, garden and building supplies, boat sales. |
| Available | Immediately |
| Property Details | Factory/warehouse 1302 sq metres, office/showroom 225 sq metres Land area 4201 sq metres |
| Rent | \$150,000.00 + Operating Expenses + GST per annum |
| Lease Term | 7 years with 2 yearly rent review |
| Right of Renewal | Negotiable |
| Form Of Lease | 6th edition ADLS standard modifications as attached. <i>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.</i> We look forward to receiving your Agreement to Lease and ask that you note the requirements for our Landlord's Special Conditions and the tenants/guarantors Statement of Position. Both attached. |
| Access for viewing | Tony Fisken at Guideline |
| Landlord | Hewletts Road Investment Group |
| Contact | Tony Fisken, Guideline Enterprises Limited, Tauranga. Mobile: 021 276 4125 tony@guideline.co.nz |
| Or | Hadi Younan hadi@guideline.co.nz Mobile: 021 444 440 |

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

Delete clause (1)(b). Delete clause (2)(a)(i) and insert clause (2)(a)(ii) 18 months indemnity.

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 years** of this lease.

The Fourth Schedule

Landlord’s Fixtures and Fittings

(Refer Sub clause 45.1(f) of lease)

The 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: _____