

OCEANIA FOOTBALL CONFEDERATION INC. – Lease of Ngahue Reserve – Significant Changes to the Lease Agreement

(minor editing and other changes are not noted below)

Existing/New Clause	Existing provision:	Requested / Proposed Change:	
Lease: Reference Schedule	<p>Required Use:</p> <p>“The playing of football, football tournaments, artificial football turf, including practice facilities, futsal facilities, café, gym and ancillary facilities such as toilets and changing rooms for use by the Tenant and community groups.”</p>	<p>Required Use:</p> <p>“All activities and operations related to a football facility, including administration, coaching, refereeing, competitions, physiotherapy and/or sports medicine, sports retail, football academies and development, gym, futsal and café SUBJECT to limitations provided for within the Lease.”;</p>	Amendment to existing definition
Lease: 1.1	Nil	<p>“Additional Rent means fifty percent (50%) of the Sublease Rent”;</p> <p>“Rent means the rent referred to in the Reference Schedule and where applicable includes the Additional Rent”;</p> <p>“Sublease Rent means the rental charged under any sublease of part of the Premises as provided for in clause 24.3”;</p>	Additional or variation to existing definitions
Lease: 3.3	Nil	<p>“3.3 Subject to the Council’s consent and the preconditions as specified in clause 24.3, if at any time the Tenant subleases part of the Premises then, in addition to the Rent, the Tenant must pay the Additional Rent to the Council by equal monthly instalments in advance on the first day of each month.”;</p>	New clause

Existing/New Clause	Existing provision:	Requested / Proposed Change:	
Lease: 12.4 and 12.4	Nil	<p>“12.4 The Council will be entitled to review the Rent at any time to the current market rent for the Premises, if it is of the reasonable opinion that the Tenant is either operating for a profit, or is generating a profit from the Premises.</p> <p>12.5 When considering whether the Tenant is operating for a profit, or is generating a profit from the Premises, the Council will take into account the capital expenditure of the Tenant in the Building Work, Improvements, and in fulfilling its obligations under this Lease.</p>	New clauses
Lease: 24	<p>“22. ASSIGNMENT AND SUBLETTING</p> <p>22.1 The Tenant must not assign, mortgage, charge, sublet or part with possession of the Premises or any part of the Premises, except as permitted under the Required Use and clauses 13.5 and 23 of this Lease.</p> <p>If the Tenant is an incorporated society or an association or trust (whether incorporated or not), any amalgamation, or any change in the Tenant's constitution or rules which affects the objects or purposes of the Tenant, will be deemed to be an assignment of this Lease unless the Tenant has obtained the Council's prior written approval to the change, which may be granted (with or without conditions) or withheld at the Council's absolute</p>	<p>“24 ASSIGNMENT AND SUBLETTING</p> <p>24.1 The Tenant must not assign, mortgage, charge or part with possession of the Premises or any part of the Premises, except as permitted under this Lease.</p> <p>24.2 If the Tenant is an incorporated society or an association or trust (whether incorporated or not), any amalgamation, or any change in the Tenant's constitution or rules which affects the objects or purposes of the Tenant (excluding those changes that the Tenant is required to make as a result of its submission to decisions made by the Fédération Internationale de Football Association), will be deemed to be an assignment of this Lease unless the Tenant has obtained the Council's prior written approval to the change, which shall not be unreasonably withheld.</p>	Replacement clause

Existing/New Clause	Existing provision:	Requested / Proposed Change:	
	discretion.”	<p>24.3 The Tenant may, subject to the Council's prior written consent (such consent not to be unreasonably withheld or delayed) and the Tenant fulfilling the following preconditions, sublet part only of the Premises:</p> <ul style="list-style-type: none"> a) the proposed subtenant is to be a respectable, responsible, solvent and suitable occupier of part of the Premises; b) the proposed subtenant may only use the part of the Premises for: <ul style="list-style-type: none"> i. physiotherapy and/or sports medicine rooms to maximum floor area of 75 square metres; ii. sports retail to maximum floor area of 50 square metres; iii. a gym to maximum floor area of 75 square metres; iv. a café to maximum floor area of 75 square metres; and/or v. office space (for a football related organisation) to maximum floor area of 240 square metres; and c) the sublease to be entered into between the Tenant and the proposed subtenant must be on the following basis: <ul style="list-style-type: none"> i. the subtenant will not be entitled to request any variation to its use or further subletting of its estate; 	

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		<ul style="list-style-type: none"> <li data-bbox="1077 309 1778 719">ii. the rent charged under the sublease is to be calculated at a market net rental between a willing landlord and a willing tenant and record the true cost of the rental taking into account any incentives that may have been negotiated. The Tenant will, in making its application for any subtenancy, supply reasonable evidence of this agreed rental including valuations from a registered valuer. For the sake of clarity, the Tenant is not entitled to sublease any part of the Premises at a rate less than market; <li data-bbox="1077 762 1756 874">iii. limit the subtenant's signage and advertising to discrete signage at the premises itself and not overtly viewable from outside the Premises; <li data-bbox="1077 917 1778 1029">iv. provide for the usual terms for subleasing including usually acceptable review of rental as would be agreed in any arms-length negotiation; and <li data-bbox="1077 1072 1778 1273">v. ensuring that the subtenant's occupation and use is primarily focused upon providing services and/or goods to the Tenant and its users and visitors to the Premises for the uses undertaken by the Tenant rather than offering services and/or goods to the general public. <p data-bbox="1055 1316 1778 1465">24.4 The Council and the Tenant shall enter into an agreed variation of this Lease to record the Additional Rent, should the Tenant sublease part of the Premises pursuant to clause 24.3.”</p>	

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<p>Agreement to Lease:</p> <p>Clause 1.1 (Definitions) and Schedule 1</p>	<p>“Stage Two” means associated buildings comprising: Oceania Football Confederation (OFC) office, OFC sports club, OFC changing rooms, OFC café, OFC gym, Futsal facility (1050m²), public toilet (100m²), car-parking (210 spaces), maintenance building;”</p>	<p>“Stage Two means associated buildings comprising the office, sports club, changing rooms, café, gym, Futsal facility (1050m²), physio and/or sports medicine facility, retail outlet, one (1) 900m² artificial practice/warm-up football turf, two hundred and ten (210) carparks, maintenance yard (400m²) and a maintenance building;”.</p>	<p>Amendment</p>