

Dated

2019

DEED OF VARIATION OF LEASE

4 Victoria Avenue, Remuera, Auckland

Landlord

AUCKLAND COUNCIL

Tenant

ROYAL NEW ZEALAND PLUNKET TRUST

DEED OF VARIATION OF LEASE

4 Victoria Avenue, Remuera, Auckland

DATED

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PARTIES

1. **AUCKLAND COUNCIL ("Landlord")**
2. **ROYAL NEW ZEALAND PLUNKET TRUST ("Tenant")**

BACKGROUND

- A. By a deed of lease dated 24 December 2010 ("**Lease**") the Landlord leased the premises at 4 Victoria Avenue, Remuera, Auckland ("**Premises**") to the Tenant on the terms and provisions contained in the Lease.
- B. The current term of the Lease expires on 30 April 2020. The parties have agreed that the Landlord is entitled terminate the Lease upon the Landlord serving three (3) months' notice to the Tenant.
- C. The parties agree to vary the Lease as set out in this Deed.

1. INTERPRETATION

- 1.1 In this Deed, unless the context indicates otherwise, "**GST**" means tax charged under the Goods and Services Tax Act 1985 and includes any tax charged in substitution for that tax.
- 1.2 In this Deed, unless the context indicates otherwise:
 - (a) expressions defined in the main body of this Deed have the defined meaning throughout this Deed, including the background;
 - (b) clause and other headings are for ease of reference only and will not affect this Deed's interpretation;
 - (c) references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
 - (d) references to the singular include the plural and vice versa;
 - (e) references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this Deed. Each such schedule and attachment forms part of this Deed;
 - (f) references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
 - (g) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

- (h) references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form;
- (i) this Deed is supplemental to the Lease and whenever capitalised terms appear in this Deed that are not defined herein, then those terms will have and include the meaning set out in the Lease;
- (j) references to the Landlord include the successors and assigns of the Landlord; and
- (k) references to the Tenant include the successors and permitted assigns of the Tenant.

2. VARIATION

2.1 On and from the date of this Deed, the following sections of the Lease are deleted and replaced with the following:

- (a) a new clause 2.5 is inserted in the General Provisions section of the Lease:

"2.5 Notwithstanding anything else in this Lease, the Council is entitled to terminate the Lease by giving the Tenant three (3) months' notice which it is entitled to give at any time. At the expiry of that notice, this Lease will be at an end, the Tenant will give up vacant possession of the Premises and neither party will have any further liability under the Lease excepting for any pre-existing breach."

3. CONFIRMATION OF OTHER LEASE COVENANTS

The Landlord acknowledges the Tenant will continue to hold the Premises on the same terms and provisions expressed or implied in the Lease subject to the variations set out in this Deed and the Tenant and the Landlord each covenant and agree that they will respectively duly and punctually perform and observe the covenants and provisions of the Lease as varied by this Deed.

4. COUNTERPART

This Deed may be executed in any number of counterparts (including facsimile or scanned and emailed PDF counterpart), each of which will be deemed an original, but all of which together will constitute the same instrument. No counterpart will be effective until each party has executed at least one counterpart.

EXECUTED and delivered as a deed by:

Landlord)

EXECUTED as a **DEED** for and on behalf
of **AUCKLAND COUNCIL** as Landlord)

Director/Authorised Attorney

Director/Authorised Attorney

Witness signature

Print Name

Print Name

Full name

Occupation

Address

Tenant

Executed for and on behalf of **ROYAL
NEW ZEALAND TRUST** by its
Authorised Attorneys in the presence of:

Authorised Attorney

Full name

Witness signature

Authorised Attorney

Full name

Full name

Address

Occupation