

Licence: GM 2054364

26 October 2011

The Chairperson
NEW ZEALAND RACING BOARD
PO BOX 38 899
PETONE
LOWER HUTT 6008

46 Waring Taylor St, PO Box 805
Wellington 6140, New Zealand
Telephone +64 4 495 7200
Facsimile +64 4 495 7222
Website www.dia.govt.nz

Dear Sir/Madam

Application for Class 4 Venue Licence – TAB New Lynn GMV2000242

Thank you for your application for a class 4 venue licence, which has now been assessed and approved. The licence is enclosed.

The venue licence issued to you is subject to the provisions of the Act, any regulations or game rules made under the Act and any licence conditions included in or added to the licence.

Please note that your society must also ensure that gambling equipment used for the purposes of the licence complies with the minimum standards for the design, manufacture and performance relevant to that equipment. The minimum standards may be located on the Department's website at www.dia.govt.nz.

Significant changes relating to this class 4 venue licence must be notified to the Department pursuant to section 71 of the Act. The Department may require you to apply for an amendment to the licence as a result of a notification, or if you propose changes to the licence encompassed by section 73 of the Act.

Section 69 of the Act has required the Department to approve the "form and content" of your society's generic class 4 venue agreement. This includes the itemised list of costs associated with the operation of class 4 gambling at the venue.

The Department has approved the level of venue related costs as attached to the venue agreement on the basis of the information provided. The costs involved in the operation of Class 4 Gambling at the venue could be reviewed in-depth as to whether they are actual, reasonable and necessary during a future Compliance audit or investigation.

If the schedule of costs is amended in the future, you must submit a copy to the Department for approval pursuant to section 69 of the Act.

Please do not hesitate to contact me on 0800 257 887 if you require further information.

Yours sincerely



NIALL MILLER
GAMBLING INSPECTOR LICENSING
Regulatory and Compliance Operations

Licence Number: **GMV2000242**

GM2054364

Te Tari Taiwhenua

CLASS 4 VENUE LICENCE

Pursuant to **Section 67** of the **Gambling Act 2003** ("the Act"), the Secretary for Internal Affairs hereby grants a Class 4 Venue Licence to:

NEW ZEALAND RACING BOARD ("the corporate society")

authorising it to conduct Class 4 gambling by way of gaming machines at the following venue for the sole objective of applying and/or distributing the net proceeds from the gambling to or for the following authorised purpose(s):

The NZ Racing Board's authorised purposes statement provides that the NZ Racing Board may distribute net proceeds to the following authorised purpose:

To encourage active participation in amateur sports, and to assist bona fide amateur sports teams and clubs competing in recognised amateur leagues and amateur tournaments including (but not limited to) sports equipment, playing uniforms, ground hire, and actual and reasonable travel expenses for groups participating in tournaments with kindred groups.

A bona fide amateur sports team is a sporting activity, organisation or club that is:

- affiliated or aligned to a national body; and
- genuine and real (has standards and rules etc.); and
- played on a regular basis as part of a significant competition; and
- open to public membership.

The NZ Racing Board's authorised purposes statement provides that the NZ Racing Board may apply net proceeds, either itself or through the Codes (as defined in the Racing Act 2003) to the following authorised purpose:

To provide for the promotion, control and conduct of race meetings under the Racing Act 2003, including (but not limited to):

- (a) the provision and maintenance of grounds, buildings and facilities where these are primarily used for race meetings;
- (b) stake money for any types of races;
- (c) the provision and maintenance of on-course facilities for horses and greyhounds, trainers and jockeys/drivers;

but excluding the following:

- (i) payments, other than stake money, to horse or greyhound owners or trainers;
- (ii) payments to professional jockeys or drivers;
- (iii) activities or expenses in connection with the breeding of racehorses or greyhounds.

The holder of this Class 4 Venue Licence is authorised to conduct Class 4 gambling by way of gaming machines at the venue specified on this licence by operating no more than **9** gaming machines.

The holder of this Class 4 Venue Licence is authorised to operate the gambling equipment specified in the Schedule attached to this licence.

Venue Details:

Name of Venue Operator:	NEW ZEALAND RACING BOARD
Name of Venue Manager:	MARIA LEE FERGUSON
Description of Class 4 Venue:	COMMERCIAL OTHER
Name of Class 4 Venue:	TAB NEW LYNN
Location of Class 4 Venue:	2/3041 GREAT NORTH ROAD, NEW LYNN, WAITAKERE CITY

**Licence Number: GMV2000242**

GM2054364

This licence is granted subject to the provisions of the Act, any regulations or game rules made under the Act, and the licence conditions included in or added to this licence. A breach of the Act, regulations, game rules or licence conditions may be an offence under the Act and may result in the suspension, cancellation, refusal to amend, or non-renewal of this licence.

~~The authority granted by this licence commences on 9 August 2011 and expires on 31 October 2012.~~

**PLEASE SEE ATTACHED SPECIAL
CONDITION:**

Dated at Wellington this 26th day of October 2011.

A handwritten signature in black ink, appearing to read 'Niall Miller', with a long horizontal flourish extending to the right.

Niall Miller

Gambling Inspector Licensing
for Secretary for Internal Affairs

Licence Number: GMV2000242

NEW ZEALAND RACING BOARD

CLASS 4 VENUE LICENCE - SCHEDULE OF GAMBLING EQUIPMENT

applying to:

TAB NEW LYNN

(Issued pursuant to Section 70 of the Gambling Act 2003)

Gaming Machines

Serial Number	Machine	Model Appvl No.	Game	Game Appvl No.
00863041	MK6 XTREME CASINO TOP	1050108	PLAYERS CHOICE PLATINUM 120 / 125 CREDITS	G1571-1/09
00863776	MK6 XTREME CASINO TOP	1050108	PLAYERS CHOICE FAVOURITES (120/125 CREDITS)	G1164-1/08
00864486	MK6 XTREME CASINO TOP	1050108	PLAYERS CHOICE GOLD EDITION 100 / 125 CREDITS	G1456-1/09
00866147	MK6 XCITE CASINO TOP	10518	LET'S GO FISH'N (125/250 CREDITS)	G1075-4/07
00866149	MK6 XCITE CASINO TOP	10518	GOLDEN PYRAMIDS	G1359-4/09
00868765	MK6 XTREME CASINO TOP	1050108	PLAYERS CHOICE SUPER (120/125 CREDITS)	G1048-1/07
01981650	AU1 VIDEO TOP	1070105	MULTISTAR 50 LINES	G1138-1/08
01981654	GU4A	1070104	MULTISTAR 11 (15 LINES)	G1153-5/08
01981655	GU4A	1070104	MULTISTAR 12 (15 LINES)	G1149-4/08

Additional equipment and/or system

Type	Model Appvl No	Name
Jackpot	10514	CASHCADE MYSTERY JACKPOT LINK

Licence Number: GMV2000242

NEW ZEALAND RACING BOARD

CLASS 4 VENUE LICENCE - CONDITIONS

applying to:

TAB NEW LYNN**(Issued pursuant to Section 70 of the Gambling Act 2003)****Condition 1 - Primary activity must be available**

The holder of a class 4 venue licence must not conduct class 4 gambling at the venue specified on the licence unless the primary activity at the venue is offered and available at that time.

Condition 2 - Licence must be displayed

The holder of a class 4 venue licence must ensure that the class 4 venue licence is at all times displayed in clear view of the public and in close proximity to the gaming machines at the relevant venue.

Condition 3 - Change of details

- (1) The holder of a class 4 venue licence must, as soon as practicable, advise the Secretary, and provide new contact details, if there are changes to the postal address and/or telephone number of a venue operator and/or venue manager;
- (2) If the holder of a class 4 licence makes substantive changes to a venue agreement, the licence holder must, as soon as practicable:
 - (a) advise the Secretary that amendments have been made to a venue agreement; and
 - (b) provide the Secretary with a copy of the amended agreement or the parts of the agreement that have been amended.

Condition 4 - Late banking

The holder of a class 4 operator's licence must:

- (a) immediately notify the Secretary if gaming machine proceeds relating to a venue are not banked in accordance with Regulation 4 of the Gambling (Class 4 Banking) Regulations 2006 ; and
- (b) immediately cease the conduct of class 4 gambling at the venue until the outstanding proceeds are banked; and
- (c) use all reasonable endeavours, including civil or criminal proceedings to recover the outstanding proceeds.

The authority granted by this licence commences on the date this licence is issued, and expires on the date the associated operator's licence expires, subject to sections 56(6) and 72(6) of the Gambling Act 2003.



Licence Number: GMV2000242
NEW ZEALAND RACING BOARD

CLASS 4 VENUE LICENCE - CONDITIONS - GAMBLING AREA

applying to:

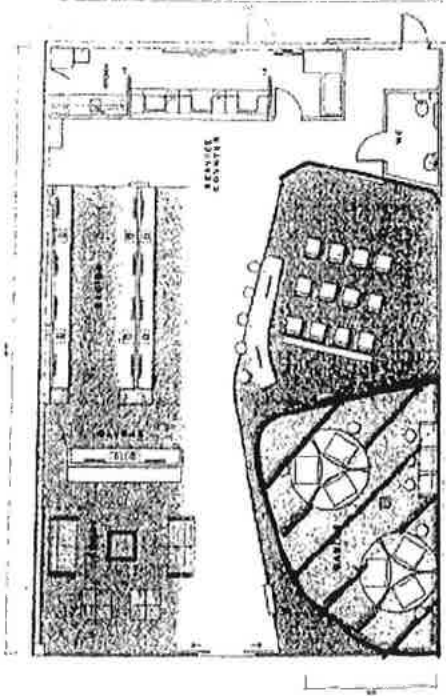
TAB NEW LYNN

(Issued pursuant to Section 70 of the Gambling Act 2003)

TAB NEW LYNN

I KERRY WOOD BEING THE
AUTHORISED REPRESENTATIVE OF
NEW ZEALAND RACING BOARD
DECLARE THAT THIS FLOOR PLAN
IS TRUE AND ACCURATE AND
INDICATES THE ACTUAL LOCATION
OF THE GAMING MACHINES AT
TAB NEW LYNN

WOOD 09-09-2011



PROPOSED FLOOR PLAN

BUILDING AREAS
INDICATED BY THE SHADING
ARE TO BE USED FOR GAMING
MACHINES ONLY IN ACCORDANCE
WITH THE GAMING ACT 2003

IMPORTANT:
ALL DIMENSIONS ARE TO BE COMPIRED ON SITE.
DO NOT SCALE OFF DRAWINGS.
READ DRAWINGS IN CONJUNCTION WITH RELEVANT
FEE AND STRUCTURAL ENGINEER'S INFORMATION.

PROPOSED FLOOR PLAN
FOR GAMING MACHINES
TAB NEW LYNN
A01

Coversheet – New Class 4 Venue Licence

This coversheet **MUST** be attached to the front of the Application and completed by the relevant Gaming Compliance staff as it is processed.

Name of Society:	NEW ZEALAND RACING BOARD
Date Received:	07-OCT-2011
Licence Track Application Number:	2056880
Responsible Officer:	NIALL MILLER

Venue Name: **TAB NEW LYNN**

Venue address: **GMV2000242, 2/3041 Great North Road, New Lynn, Waitakere City**

Does address match on-licence? YES NO *N/A*

Form, Fee & Signatories

All relevant sections of application fully and correctly completed? YES NO
 Correct fee attached? YES NO
 Application signed by 2 Principal Officers or Trustees? YES NO

Corporate Society

Address unchanged or updated in Licence Track? YES NO

Venue Details

Switching Corporate Societies? YES NO

Notified Compliance in region where incoming society is based? YES NO Email Sent?

Has a Class 4 licence ever been issued before? YES NO

If YES: is a venue release from the outgoing society attached and valid (if not already de-licensed)? YES NO Surrender Entered?

Has all the previous society's gambling equipment been removed from the venue in Licence Track? YES NO

Venue name unchanged or updated in Licence Track? YES NO N/A

Territorial Authority Consent required (eg brand new venue or maximum number exceeded)? YES NO N/A

If YES is consent attached and valid? YES NO N/A

Venue description provided and meets requirements? YES NO *N/A*

Venue agreement provided and meets requirements (eg contents comply and correct names, signatures)? YES NO *N/A*

Liquor Licence provided and meets requirements (eg restricts minors, correct venue operator)? YES NO N/A

Venue Expenses examined? YES NO *N/A*

Floor Plan provided and meets requirements (eg gaming area covered by on-licence, to scale)? YES NO Floor Plan Entered?

Sale and Purchase and/or Lease Agreements provided and meet requirements? YES NO

Date venue details entered into Licence Track *26.10.11*

Comments:

Same Venue Manager

Key Persons

- All key person(s) listed? YES NO
- Personal Information Forms provided for all key person(s) and complete? YES NO
- Key person(s) all check out? YES NO
- Number of Key Person Checklists 1
- Date full details of all key persons entered into Licence Track Already in LT.

Comments:

Please Refer to the Key Person Coversheet

Compliance

- Any concerns raised by Gaming Compliance? YES NO

Comments:

Please Refer to the Compliance Email

Harm Minimisation

- Statement of proposal to minimise risks of problem gambling at this venue complete and meets requirements? YES NO
- Statement of proposal to minimise risks of underage gambling at this venue complete and meets requirements? YES NO

Comments:

Standard Harm Min Policy – Venue Specific

Gambling Equipment

- Gambling equipment details provided and meets requirements? YES NO
- Valid evidence of ownership provided? YES NO
- Evidence of ownership matches all details on application form? YES NO N/A
- Number of gaming machines within limits for this venue? YES NO N/A
- Gaming machine fees invoiced? YES NO N/A
- Gaming machine fees been received? YES NO N/A
- EMS start date entered into the venue details form? YES NO N/A
- Date gambling equipment entered into Licence Track _____

Comments:

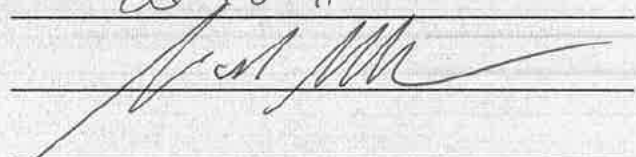
Licence Approved / Refused

- Application incomplete, form letter generated and Licence Track updated: YES NO
- Licence approved, form letter and receipt(s) generated and Licence Track updated: YES NO
- Licence refused, form letter generated and Licence Track updated: YES NO

Date:

26.10.11

Responsible Officer Signature:



Checked by:

Date:

Comments:

Niall Miller

From: Geoff Lawry
Sent: Wednesday, 19 October 2011 3:28 p.m.
To: Niall Miller
Subject: RE: TAB New Lynn GMV2000242 - New Venue Application

Niall

no concerns

Geoff

From: Niall Miller
Sent: Wednesday, 19 October 2011 3:25 p.m.
To: Geoff Lawry
Subject: TAB New Lynn GMV2000242 - New Venue Application

Hi Geoff,

NZRB has applied to operate their own machines at **TAB New Lynn** GMV2000242, 2/3041 Great North Road, New Lynn, Waitakere City which is currently licensed to Lion Foundation 2008 until 25 October 2011.

The Venue manager will remain the same: **Maria Lee FERGUSON** (nee 9(2)(a)) (DoB: 9(2)(a)) Contact 09 827 6359 & 9(2)(a) (added 04/02/2009) .

Please arrange for an inspection of the venue (if you deem it necessary) to assess it's ability to meet S67 of the Gambling Act 2003 and Harm Minimisation Regulations August 04.

Plan ATTACHED.

Are there any issues such as late bankings, any comment or concerns about the venue key persons or operator - i.e. breaches of licence condition, criminal matters outstanding, money owing etc?

Regards.

Niall Miller
Gambling Inspector (Licensing)
Regulatory and Compliance Operations
The Department of Internal Affairs
Direct Dial: + 64 4 495 9485
Facsimile: + 64 4 494-0656
Email: niall.miller@dia.govt.nz

Application for New Class 4 Venue Licence

Gambling Act 2003
GC3

Office use

Application Number

2056880

Responsible Officer

NM

Licence Number

2054364

7 OCT 2011
DATE STAMP
\$ 779.95

Privacy Act 1993: The particulars in this form which relate to individuals are personal information under the Privacy Act. This information is required so that the Department of Internal Affairs can consider the society's application under the Gambling Act 2003. The information will be held by the Department of Internal Affairs and may also be disclosed to the Police and other agencies, subject to the Criminal Records (Clean Slate) Act 2004. Any person about whom information is collected has the right of access to, and correction of, that information.

All operators wishing to operate gaming machines MUST obtain both a Class 4 Venue Licence and a Class 4 Operator's Licence.
Please complete this form, enclose your licence fee of \$779.95 (Category A) or \$1,039.60 (Category B) (GST incl.) and all required documentation, then return the application to the Department of Internal Affairs. You will receive a receipt once your application has been processed.
Keep a copy of your completed application for your records. You will be invoiced for Gaming Machine Fees once your application has been determined. If this application is incomplete it will be returned to you without being processed.
Please also ensure that you complete and return the Declaration on page 8 of this form.
PLEASE PRINT CLEARLY.

A. Society Details

The contact person is the person who will answer any questions we might have during the application process. Please ensure that this person can be contacted at the phone numbers provided during working hours. It is assumed that the contact person for clubs will be the person responsible for the day-to-day operation of the gaming machines.

CATEGORY A

A club that intends to operate gambling equipment at a non-commercial class 4 venue that the club owns or leases and is mainly for the use of club members; or the NZ Racing Board; or a racing club.

CATEGORY B

An application that does not fall within the definition of "Category A".

A. Society Details

Name of society NEW ZEALAND RACING BOARD

Corporation number *as on your certificate of incorporation*

Current operator's licence number *if applicable*

NZGM 2054364

Contact person's last name

WOOD

All first names

KERRY PATRICK

Role in society

MEMBER OF GAMING

Daytime phone

04 5766911

Evening phone

-

Fax

04 5766854

Mobile

9(2)(a)

Email

Kerry.Wood@nzrb.govt.nz

Web address

WWW.NZRACINGBOARD.CO.NZ

Preferred contact method *please tick*



Daytime phone



Evening phone



Fax



Mobile



Email

B. Venue Details

Venue name

TAB NEW LYNN

(If changing please write new name and highlight)

2000242

Please confirm the actual physical address of the venue. (For example ■ Shop 10, 125 Main Street, Wellington ■ Unit 1, 18-20 Queen Street, Auckland ■ Level 1, 77 High Street Christchurch).

Physical address

3041 GREAT NORTH ROAD

NEW LYNN

Suburb

AUCKLAND

Town/city

Postal address

if different from above

"AS ABOVE"

Suburb

Town/City

Primary activity of the business *please tick (one only)*



Commercial: Hotel



Commercial: Tavern



Commercial: Restaurant



Commercial: Pool Hall



Commercial: Ten Pin Bowling



Commercial: Other TABS



Non-Commercial

New Class 4 Venue Licence

Venue operator NEW ZEALAND RACING BOARD
Where a company is the holder of the on-licence the company name must be shown here (NOT the name of any individual director/shareholder)

Contact person's last name WOOD All first names KERRY PATRICK

Role HEAD OF GAMING
(If the Venue Operator is a company, the contact person must be a director)

Postal Address
(Cannot be PO Box Number) 106-110 JACKSON STREET, PETONE 5012

Venue manager's last name FERGUSON All first names MARIA

Territorial authority in which the venue is located AUCKLAND

Does the venue hold a Liquor Licence?

Yes No

If Yes, please attach a copy of the Liquor Licence to this application.

Please attach a signed copy of the venue operator's lease agreement (including any lease assignments) and the venue operator's sale and purchase agreement for the business.

Attach a copy of the lease/sale purchase agreement.

Do you want the gambling area defined within the venue?

Yes No

If Yes, please clearly indicate the proposed gambling area on the floor plan and attach a copy to this application.

Please attach a 'to scale' A4 sized floor plan showing the walls, doors, access etc. as well as the exact location of the gaming machines. The plan must state that it is a true and accurate copy and it must be signed by both the venue operator (or their authorised representative, e.g. director) and a trustee/officer of the corporate society. Both signatories must also print their names and designations.

Where the class 4 venue is established on or after 1 July 2004, is there another class 4 venue or a casino at the same place?

Yes No

If yes, please give details

NOTE - NO VENUE PAYMENTS CAN BE MADE BY A SOCIETY UNTIL A VENUE LICENCE HAS BEEN ISSUED BY THE DEPARTMENT

C. Key Persons

The Department may carry out checks on key persons in relation to a venue to ascertain whether they are suitable to operate gaming machines. Key persons can include organisations and individuals.

The Department requires information on all persons with a significant role in relation to the venue operator so that it can determine whether they are key persons.

To apply for a new Class 4 Venue Licence the following key persons **MUST** complete and attach a Personal Information form to this application:

- a venue manager
- a venue operator
- a person who is a director, shareholder, chief executive or senior manager of a venue operator
- anyone who has a significant interest in the management, ownership or operation of a venue operator.

Significant interest may include but is not limited to:

- financial or ownership interest in the venue (e.g. a shareholding)
- undertaking responsibilities or duties that would normally be undertaken by the venue manager
- the power to make decisions that would normally be undertaken by the venue manager.

C. Key Persons

Please provide a list of the venue manager, the venue operator and all other persons who may have a significant interest in relation to the venue, e.g. shareholders and directors. Please do not list any venue personnel or people contracted to service gambling equipment unless they have a significant interest in relation to the venue. If a person has more than one role at the venue, please list them all. If the key person is an organisation, please state the organisation's name plus the names of any individuals holding key positions in the organisation.

Last name	FERGUSON	All first names	MAURA
Role in relation to the venue	VENUE MANAGER		
Last name		All first names	
Role in relation to the venue			
Last name		All first names	
Role in relation to the venue			
Last name		All first names	
Role in relation to the venue			
Last name		All first names	
Role in relation to the venue			
Last name		All first names	
Role in relation to the venue			
Last name		All first names	
Role in relation to the venue			
Last name		All first names	
Role in relation to the venue			
Last name		All first names	
Role in relation to the venue			



Please attach Personal Information forms for all listed key persons.

Other people who are considered by the Department to be key persons **may be required** to complete a Personal Information form (GCS).

D. Territorial Authority Consent

Territorial Authority consent is required when a corporate society proposes to:

- Increase the number of gaming machines that may be operated at any venue; or
- Start operating gaming machines at a venue for which a licence was not held on 17 October 2001; or
- Start operating gaming machines at a venue for which a class 4 venue licence has not been held by any society for the venue within the last 6 months; or
- In the case of a club, when applying for ministerial discretion to increase the number of gaming machines over the statutory limit, whether or not in relation to a proposed merger.

D. Territorial Authority Consent

Does the venue require a territorial consent?

Yes No



If Yes, please attach a copy of the territorial authority consent.

E. Ministerial Approval

Ministerial approval is required when this application has been preceded by an application to the Minister under Section 95 or 96.

E. Ministerial Approval

Does the application require a Ministerial approval?

Yes No



If Yes, please attach the Minister's approval letter.

F. Venue Agreement

A venue agreement between the proposed venue licence holder (applicant corporate society) and the venue operator will be required before a Class 4 Venue Licence can be granted. A venue agreement is not required where the applicant is:

- A club, operating gambling equipment at a non-commercial class 4 venue:
 - That it owns or leases; and
 - Is mainly for the use of club members; or
- The New Zealand Racing Board (NZRB) or a Racing Club (refer section 65(4) and section 67(1)(n) and (o)).

Where the applicant is the NZRB or a racing club a class 4 venue agreement is not required. However, the Department must be satisfied that the class 4 venue is:

- Owned or leased by the NZRB and used mainly for racing betting or sports betting; or
- A race course; and
- If the applicant is a racing club, the class 4 venue is a race course.

Please note: The Secretary is required to approve the form and content of the venue agreement. The Gambling Act 2003 requires ALL Venue Agreements to contain:

- A schedule signed by both the venue manager and the venue operator setting out the venue manager's:
 - Full name; and
 - Date of birth; and
 - Gambling-related duties and responsibilities; and
- An itemised list of costs associated with the operation of class 4 gambling at the venue with supporting documentation.
- The expiry date of the venue agreement. This must be no later than 3 years after the date of the venue agreement; and
- Relevant signatories. Venue agreements must be signed by the holder of or applicant for the Class 4 Venue Licence and the venue operator (or authorised representative, e.g. director). Please ensure that all persons who sign the agreement print their names and their designations. All venue agreements must also be dated.

F. Venue Agreement

Is a venue agreement required?

Yes No



Please attach a signed copy of the venue agreement.

Notes

If previously licensed under a different society, the previous itemised list of costs associated with that operation of the venue is required. This information will be available from the previous society or venue operator.

If the costs associated with the previous operation have changed, a written explanation as to why this has occurred and any justification for any increase is required.

G. Minimise Risks of Problem Gambling and Underage Gambling

A corporate society must have a policy for how it will minimise the risks of problem gambling and underage gambling at this specific venue. This may include a copy of your society's generic harm minimisation policy accompanied by specific details on how it will be implemented at this particular venue.

G. Minimise Risks of Problem Gambling and Underage Gambling



Please attach a copy of your corporate society's harm minimisation policy/statement for this venue.

H. Switching Corporate Societies

If the application relates to a venue that is currently licensed to operate gaming machines by a different corporate society (i.e. the venue is switching corporate societies), the application must be accompanied by a notice from the other corporate society that it is unconditionally surrendering its venue licence.

H. Switching Corporate Societies



Please attach the notice of unconditional surrender from the outgoing corporate society.

I. Gambling Equipment Ownership

Corporate societies must own all gambling equipment that they want to operate. Evidence is required that the corporate society owns or will own the equipment (except EMS) that it proposes to operate AND evidence that such equipment is not/ will not be financed by a manufacturer, distributor or vendor.

I. Gambling Equipment Ownership

Please provide the following details:

Source of purchase finance

Will the society be borrowing money to purchase the gambling equipment?

Yes No



For outright purchase: Receipts or an 'evidence of ownership' letter from the gambling equipment distributor or supplier relating to the purchase of gaming machine equipment must be submitted with your application. These should clearly state the serial numbers and other details of the equipment purchased as well as the cost. Please note that invoices are not acceptable unless they have been correctly receipted.



For a financed purchase: If you raised finance to purchase machines you must provide a copy of the financial agreements detailing the amount, finance rate, interval and term of finance. The Department will determine the suitability of these arrangements. You must also provide an 'evidence of ownership' letter as detailed under 'outright purchase' above.

DECLARATION To be completed by the Chair of Trustees/ President **and** Chief Executive Officer or General Manager

I, William Peter Colman of 9(2)(a) Interim CEO
full name place of abode and occupation

solemnly and sincerely declare that:

- All the details entered in, or provided with, this New Class 4 Venue Licence Application are true and correct to the best of my knowledge.
- I understand that if I have provided information that is materially false or misleading, the society may have its licence cancelled or not renewed.
- I have read and understood the relevant regulatory requirements. If needed, I have obtained/will obtain legal advice to ensure compliance with these requirements.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Declared at Wellington this 23rd day of September, 2011.
place date month year

Signature [Signature]

Before me John Willie McG
full name

Signature [Signature]
Solicitor, Justice of the Peace or other person authorised to take a statutory declaration

I, Alistair Stuart Webb of 9(2)(a) CEO
full name place of abode and occupation

solemnly and sincerely declare that:

- All the details entered in, or provided with, this New Class 4 Venue Licence Application are true and correct to the best of my knowledge.
- I understand that if I have provided information that is materially false or misleading, the society may have its licence cancelled or not renewed.
- I have read and understood the relevant regulatory requirements. If needed, I have obtained/will obtain legal advice to ensure compliance with these requirements.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Declared at Wellington this 23 day of 09, 2011.
place date month year

Signature [Signature]

Before me John Willie McG
full name

Signature [Signature]
Solicitor, Justice of the Peace or other person authorised to take a statutory declaration

Checklist - please tick

If you are applying for a new Class 4 Venue Licence please ensure that you have included the following with your application form (where applicable):

- Application fee: Category A: \$779.95, Category B: \$1,039.60 (GST incl.)
- All Personal Information Forms that are required
- A floor plan that meets requirements
- N/A** Liquor Licence
- N/A** Venue agreement
- N/A** Territorial authority consent
- Financial agreement(s) for gambling equipment
- Evidence of ownership for all gambling equipment
- Harm minimisation policy/statement for this venue
- Unconditional venue release from outgoing society
- N/A** Minister's letter of approval for application under Section 95 or 96
- Equipment to be operated at the venue (Section J)
- Sale and lease agreement

You may be required to provide further information to assist the Department in assessing your application.

If your application is incomplete or missing supporting documentation, it will be returned to you without being processed. Please also check the accuracy of the application and supporting documentation as inaccuracies/inconsistencies will cause significant delays.

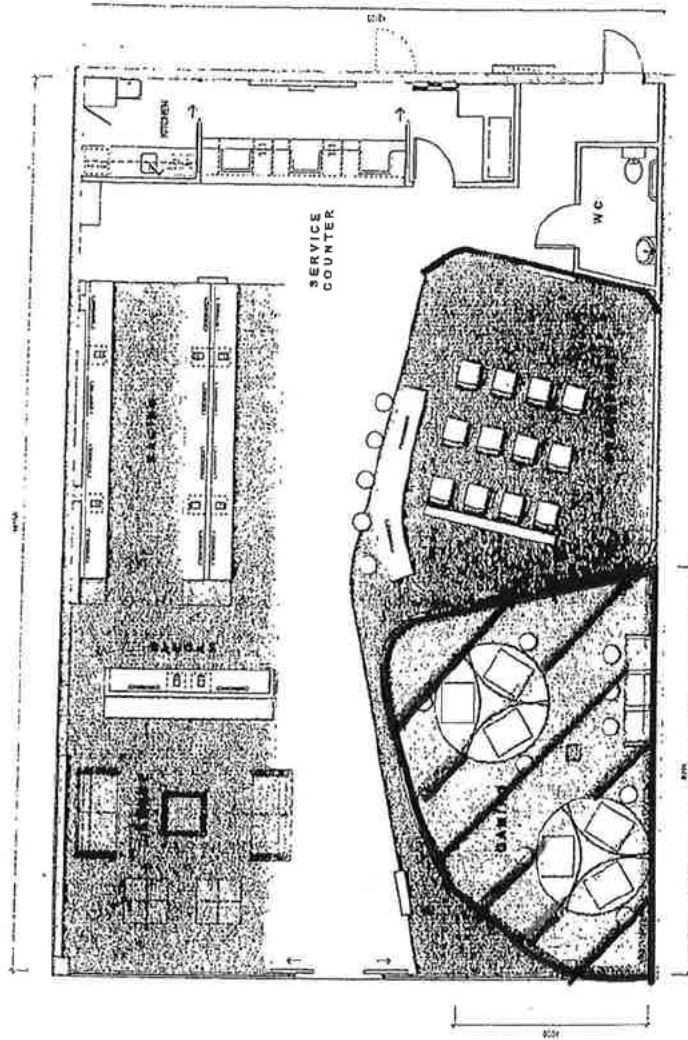


Please go to page 9 and complete your return address details on the Receipt of application slip.

TABS NEW LYNN

I KEVIN WOOD BEING THE
AUTHORISED REPRESENTATIVE OF
NEW ZEALAND RACING BOARD
DECLARE THAT THIS FLOOR PLAN
IS TRUE AND ACCURATE AND
INDICATES THE ACTUAL LOCATION
OF THE GAMING MACHINES AT
TABS NEW LYNN

(Signature) 02-09-2011



PROPOSED FLOOR PLAN
SCALE: 1:50

BUILDING AREAS

EXISTING BUILDING IS 16.10x14.10 (228.10 SQ. M)
OVERALL AREA INCLUDING EXISTING IS 25.5 x 11
NEW GAMING AREA = 25.5 x 11 M
NEW GAMING AREA IS 16.7% OF TOTAL AREA

IMPORTANT:
ALL DIMENSIONS ARE TO BE CONFIRMED ON SITE.
DO NOT SCALE OFF DRAWINGS.
READ DRAWINGS IN CONJUNCTION WITH RELEVANT
FIRE AND STRUCTURAL ENGINEER'S INFORMATION.

townsend architects

PROPOSED FIT OUT FOR:
NEW ZEALAND RACING BOARD
AT GREAT NORTH RD
NEW LYNN

PROPOSED FLOOR PLAN

1:100 (A3) 1:50 (A1)

A01

DEED OF LEASE

FIFTH EDITION 2008

DEED made the 2nd day of September 2008

UGEN 937

LANDLORD AS PER ANNEXED SHEET

TENANT AS PER ANNEXED SHEET

GUARANTOR

THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use:

- a) The Landlord's fixtures and fittings contained in the premises.
- b) The common areas of the property.

FOR the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND THE TENANT covenant as set out in the Second Schedule.

THE GUARANTOR covenants with the Landlord as set out in the Third Schedule.

SIGNED by the Landlord *

in the presence of:

9(2)(a)

Witness Signature

9(2)(a)

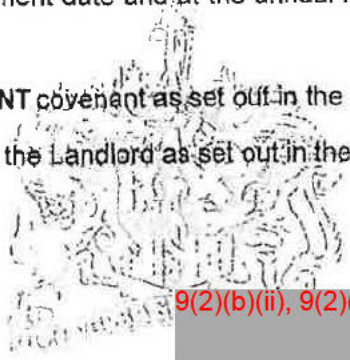
Witness Name

9(2)(a)

Witness Occupation

9(2)(a)

Witness Address 9(2)(a)



9(2)(b)(ii), 9(2)(a)

Signature of Landlord

9(2)(b)(ii), 9(2)(a)

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

9(2)(b)(ii), 9(2)(a)

Signature of Landlord

9(2)(b)(ii), 9(2)(a)

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company - please refer to the note on page 2

LANDLORD: 9(2)(b)(ii) [redacted]

TENANT: NEW ZEALAND RACING BOARD at Wellington

FIRST SCHEDULE

Premises: That part of the Landlord's land and buildings at 3041 Great North Road, New Lynn, Auckland comprising tenancy 6 containing 220.61 m2 more or less as shown outlined in red on the attached plan.

Term: 9(2)(b)(ii) [redacted]

Commencement date: 9(2)(b)(ii) [redacted]

Further terms: 9(2)(b)(ii) [redacted]

Renewal dates: 9(2)(b)(ii) [redacted]

Final expiry date: 9(2)(b)(ii) [redacted]

Annual rent: 9(2)(b)(ii) [redacted]

Monthly rental: 9(2)(b)(ii) [redacted]

Rental payment dates: 9(2)(b)(ii) [redacted]

Rent Review dates: 9(2)(b)(ii) [redacted]
9(2)(b)(ii) [redacted]

Proportion of outgoings (clause 3.1): 9(2)(b)(ii) [redacted]

Default interest rate: 9(2)(b)(ii) [redacted]

Business use: TAB agency

Improvements rent percentage (clause 23): 9(2)(b)(ii) [redacted]

Insurance: 9(2)(b)(ii) [redacted]

OUTGOINGS
(clause 3)

1. Rates or levies payable to any local or territorial authority.
2. Charges for water gas electricity telephones and other utilities or services, including line charges.
3. Rubbish collection charges.
4. New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
5. Any insurance excess (but not exceeding 9(2)(b)(ii) in respect of a claim and insurance premiums and related valuation fees (clause 23).
6. Service contract charges for air conditioning, lifts, other building services and security services.
7. Cleaning maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair).
8. The provision of toilets and other shared facilities.
9. The cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.
10. Yard and car parking area maintenance and repair charges but excluding charges for structural repairs to any car parking area of the building.
11. Body Corporate charges for insurance premiums and related valuation fees and management administration expenses.
12. Management expenses.
13. The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004.



SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 1.1 THE Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

Rent Review

- 2.1 THE annual rent payable as from each rent review date shall be determined as follows:
- (a) Either party may not earlier than 3 months prior to a rent review date and not later than the next rent review date give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant rent review date.
 - (b) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 20 working days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with clause 2.2.
 - (c) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
 - (d) Notwithstanding any other provision of this clause, the annual rent payable as from the relevant rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term.
 - (e) The annual rent agreed, determined or imposed pursuant to this clause shall be the annual rent payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date but subject to clause 2.3 and 2.4.
 - (f) The rent review at the option of either party may be recorded in a Deed.

Rent Determinations

- 2.2 IMMEDIATELY following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:
- (a) By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - (b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (1) Each party shall appoint a valuer and give written notice of the appointment to the other party within 10 working days of the parties agreeing to so determine the new rent;
 - (2) If the party receiving a notice fails to appoint a valuer within the 10 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
 - (3) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;
 - (4) The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert;
 - (5) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

When the new rent has been determined the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties.

Interim Rent

- 2.3 PENDING determination of the new rent, the Tenant shall from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date, until the determination of the new rent pay an interim rent as follows:
- (a) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
 - (b) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - (c) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant rent review date:

but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.

The interim rent payable shall be determined as at the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date and, subject to clause 2.4, shall not be subject to adjustment.

- 2.4 UPON determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

2.1 (g)

9(2)(b)(ii)

Interim Rent

- 2.3 **PENDING** determination of the new rent, the Tenant shall from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date, until the determination of the new rent pay an interim rent as follows:
- (a) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
 - (b) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - (c) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant rent review date:

but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.

The interim rent payable shall be determined as at the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date and, subject to clause 2.4, shall not be subject to adjustment.

- 2.4 **UPON** determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

Outgoings

- 3.1 **THE** Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion thereof as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 **THE** Landlord may vary the proportion of any outgoing payable to ensure that the tenant pays a fair proportion of the outgoing.
- 3.3 **IF** any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then such outgoing shall not be payable by the Tenant.
- 3.4 **THE** outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 **THE** outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of such reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 **AFTER** the 31st March in each year of the term or such other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7 **THE** Tenant's liability to pay outgoings during the term shall subsist notwithstanding the end or earlier termination of the term.
- 3.8 **SUBJECT** to clauses 8.1, 16.2 and 21.1 the Tenant shall be liable to pay only those outgoings specified in the First Schedule.
- 3.9 **ANY** profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.

Goods and Services Tax

- 4.1 **THE** Tenant shall pay to the Landlord or as the Landlord shall direct the Goods and Services Tax payable by the Landlord in respect of the rental and other payments payable by the Tenant hereunder. The tax in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2 **IF** the Tenant shall make default in payment of the rental or other moneys payable hereunder and the Landlord becomes liable to pay additional Goods and Services Tax then the Tenant shall on demand pay to the Landlord the additional tax.

Interest on Unpaid Money

- 5.1 IF the Tenant defaults in payment of the rent or other moneys payable hereunder for 14 days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.

Costs

- 6.1 THE Tenant shall pay the Landlord's solicitors reasonable costs of and incidental to the preparation of this lease and any variation or renewal or any Deed recording a rent review, and the Landlord's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Landlord's rights remedies and powers under this lease.

LANDLORD'S PAYMENTS**Outgoings**

- 7.1 SUBJECT to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

MAINTENANCE AND CARE OF PREMISES**Tenant's Obligations**

- 8.1 THE Tenant shall (subject to any maintenance covenant by the Landlord) be responsible to:

(a) Maintain the premises

In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises including the Landlord's fixtures and fittings in the same clean order repair and condition as they were in at the commencement of this lease and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use or damage by fire earthquake flood storm act of God inevitable accident or any risk against which the Landlord is insured unless the insurance moneys are rendered irrecoverable in consequence of any act or default of the Tenant or those for whom the Tenant is responsible;

(b) Breakages and Damage

Pay for the repair of all glass breakages and breakage or damage to all doors windows light fittings and power points of the premises and shall keep that portion of the electrical system of the premises from the switchboard to all power outlets in good operating condition;

(c) Painting

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated when the same reasonably require repainting and redecoration to a specification as approved by the Landlord;

(d) Floor coverings

Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of a similar quality when reasonably required by the Landlord; and

(e) Damage or Loss

Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.

- 8.2 WHERE the Tenant is leasing all of the property, the Tenant shall:

(a) Maintain yards and fences

Keep and maintain any surfaced areas and all fences in good order and repair;

(b) Care of grounds

Keep any grounds yards and surfaced areas in a tidy condition and maintain any garden or lawn areas in a tidy and cared for condition;

(c) Water and drainage

Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed; and

(d) Other works

Carry out such works to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.

- 8.3 THE Tenant shall not be liable for the maintenance or repair of any building service the subject of a service maintenance contract but this clause shall not release the Tenant from any obligation to pay for the cost of any such contract or charges in respect of any such maintenance or repair.
- 8.4 NOTWITHSTANDING any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises or the Landlord's fixtures and fittings nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.
- 8.5 IF the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of clause 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

Toilets

- 9.1 THE toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

Rubbish Removal

- 10.1 THE Tenant shall regularly cause all of the Tenant's rubbish and garbage to be removed from the premises and will keep the Tenant's rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

Landlord's Maintenance

- 11.1 THE Landlord shall keep and maintain the building, all building services, the Landlord's fixtures and fittings, and the car parks in good order and repair but the Landlord shall not be liable for any:
- (a) Repair or maintenance which the Tenant is responsible to undertake; or
 - (b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord; or
 - (c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks; or
 - (d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing thereof from the Tenant and shall not within a reasonable time thereafter have taken appropriate steps to remedy the same.
- 11.2 THE Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord unless it is the obligation of the Tenant to maintain such contracts.
- 11.3 THE Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract if it is an outgoing specified in the First Schedule.

Notification of Defects

- 12.1 THE Tenant shall give to the Landlord prompt notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

Landlord's Right of Inspection

- 13.1 THE Landlord and the Landlord's employees contractors and invitees may at all reasonable times enter upon the premises to view their condition.

Landlord may Repair

- 14.1 IF default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times enter upon the premises to execute such works. Any moneys expended by the Landlord in executing such works shall be payable by the Tenant to the Landlord upon demand together with interest thereon at the default interest rate from the date of expenditure to the date of payment.

Access for Repairs

- 15.1 THE Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times to enter the premises to carry out repairs to the premises or adjacent premises and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs inspections and work to be carried out with the least possible inconvenience to the Tenant.

USE OF PREMISES**Business Use**

16.1 **THE** Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld in respect of any proposed use:

- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use;
- (b) reasonably suitable for the premises; and
- (c) complying with the requirements of the Resource Management Act 1991, or any other statutory provisions relating to resource management.

If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.

16.2 **IF** any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.

16.3 **IF** the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

Lease of Premises and Car Parks Only

17.1 **THE** tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation thereto other than the rights of use herein provided.

Neglect of Other Tenant

18.1 **THE** Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

Signage

19.1 **THE** Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building or the appurtenances thereof without the prior approval in writing of the Landlord but such approval shall not be unreasonably or arbitrarily withheld in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned thereby.

Additions and Alterations

20.1 **THE** Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld) for that purpose. If the Landlord shall authorise any alterations or additions the Tenant will at the Tenant's own expense if required by the Landlord at the end or earlier termination of the term reinstate the premises. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.

20.2 **THE** Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act.

Compliance with Statutes and Regulations

21.1 **THE** Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant **PROVIDED THAT:**

- (a) The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises; and
- (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.

- 21.2 If the Landlord is obliged by any such legislation or requirement to expend moneys on any improvement addition or alteration to the property then the Landlord shall be entitled to charge up to the next rent review date in addition to the rent an annual sum equal to the Improvements Rent Percentage of the amount so expended by the Landlord and the monthly payments of rent shall increase accordingly from the first day of the month in which such improvement addition or alteration is completed. If the Landlord would be obliged to expend an unreasonable amount then the Landlord may determine this lease and any dispute as to whether or not the amount is unreasonable shall be determined by arbitration. In the case of a multi tenancy building, the annual sum payable shall be assessed in respect of a fair proportion of the amount so expended.
- 21.3 The Landlord warrants that allowing the Premises to be open to members of the public and allowing the use of the Premises by members of the public at the Commencement Date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the Premises by the Tenant.
- 21.4 The Tenant, when undertaking any building work to the Premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the Premises to be open to members of the public or allow use of the Premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5 During the Term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the Premises to be open to members of the public and allowing the use of the Premises by members of the public.

No Noxious Use

22.1 THE Tenant shall not:

- (a) bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of such weight size or shape as is likely to cause damage to the building or any surfaced area;
- (b) contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991;
- (c) use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business; or
- (d) allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

INSURANCE**Landlord shall insure**

23.1 THE Landlord shall at all times during the term keep and maintain any buildings on the property insured under a policy of the type shown in the First Schedule against loss damage or destruction by fire and such other risks as the Landlord may reasonably determine and such cover may extend to:

- (a) a 12 month indemnity in respect of consequential loss of rent and outgoings;
- (b) loss damage or destruction of any of the Landlord's fixtures fittings and chattels; or
- (c) public liability.

Tenant not to Void Insurances

24.1 THE Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:

- (a) shall make void or voidable any policy of insurance on the property; or
- (b) may render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause:

In any case where in breach of this clause the Tenant has rendered any insurance less effective or void and the Landlord has suffered loss or damage thereby the Tenant shall forthwith compensate the Landlord in full for such loss or damage.

When Tenant to have benefit of Landlord's insurance

25.1 The Landlord will indemnify the Tenant for the cost of making good damage to the property or loss to the Landlord where the Tenant is obligated to pay for making good such damage or loss, to the extent that the Landlord is insured and the insurance moneys are not rendered irrecoverable in consequence of any act or default of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES**Total Destruction**

26.1 IF the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged

- (a) as to render the premises untenable then the term shall at once terminate; or
- (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 1 month written notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.

Any termination pursuant to this clause shall be without prejudice to the rights of either party against the other.

Partial Destruction

27.1 IF the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:

- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
- (b) all the necessary permits and consents shall be obtainable:

THEN the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises and/or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.

27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.

27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.

27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

DEFAULT**Distress**

28.1 THE Landlord may distrain for rent or other moneys payable under this lease remaining unpaid 14 days after due date.

Re-entry

29.1 THE Landlord may re-enter the premises at the time or at any time thereafter:

- (a) if the rent shall be in arrear 14 days after any of the rent payment dates;
- (b) in case of breach by the Tenant of any covenant or agreement on the Tenant's part herein expressed or implied;
- (c) if the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors;
- (d) in the event of the insolvency bankruptcy or liquidation of the Tenant; or
- (e) if the Tenant shall suffer distress or execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000);

and the term shall terminate on such re-entry but without prejudice to the rights of either party against the other.

Essentiality of Payments

30.1 FAILURE to pay rent or other moneys payable hereunder on the due date shall be a breach going to the essence of the Tenant's obligations under the Lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

30.2 THE acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

31.1 THE Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

REMOVAL OF TENANT'S FIXTURES, FITTINGS AND CHATTELS

32.1 THE Tenant may at any time before and will if required by the Landlord at the end or earlier termination of the term remove all the Tenant's fixtures fittings and chattels and make good at the Tenant's own expense all resulting damage and if not removed within 7 days after the date of termination ownership of the fixtures fittings and chattels may at the Landlord's election pass to the Landlord or the Landlord may in a proper and workmanlike manner remove the same from the premises and forward them to a refuse collection centre.

32.2 The cost of making good resulting damage and the cost of removal shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

QUIET ENJOYMENT

33.1 THE Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and implied shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

RENEWAL OF LEASE

- 34.1** IF the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of such notice in breach of this lease (including any maintenance obligations) then the Landlord will grant a new lease for a further term from the renewal date as follows:
- (a) If the renewal date is a rent review date the annual rent shall be agreed upon or failing agreement shall be determined in accordance with clauses 2.1 and 2.2 but such annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term;
 - (b) Subject to the provisions of paragraph (a) the new lease shall be upon and subject to the covenants and agreements herein expressed and implied except that the term of this lease plus all further terms shall expire on or before the final expiry date;
 - (c) The annual rent shall be subject to review during the term of the new lease on the rent review dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews;
 - (d) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice;
 - (e) Pending the determination of the rent, the Tenant shall pay an interim rent in accordance with clauses 2.3 and 2.4; and
 - (f) Notwithstanding anything contained in clause 34.1(e) the interim rent referred to in that clause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.

ASSIGNMENT OR SUBLETTING

- 35.1** THE Tenant shall not assign sublet or otherwise part with the possession of the premises or any part thereof without first obtaining the written consent of the Landlord which the Landlord shall give if the following conditions are fulfilled:
- (a) The Tenant proves to the satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease;
 - (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants;
 - (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord;
 - (d) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange) a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord; and
 - (e) The Tenant pays the Landlord's proper costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.
- 35.2** WHERE the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 35.3** ANY assignment or subletting of the type or in the manner referred to in section 109(2) of the Property Law Act 1952 shall be a breach of the provisions of this lease.
- 35.4** WHERE any Tenant is a company which is not listed on the main board of a public stock exchange then any change in the legal or beneficial ownership of its shares or issue of new capital whereby in either case there is a change in the effective management or control of the company is deemed to be an assignment of this lease.

UNIT TITLE COVENANTS**Body Corporate**

36.1 THE expression "Body Corporate" means the Body Corporate incorporated under the Unit Titles Act 1972 ("the Act") in respect of the property.

Act and Rules Paramount

36.2 THIS lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

Insurance

36.3 THE Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance covers in accordance with the Act.

Indemnity

36.4 THE Tenant's obligation to indemnify the Landlord as herein expressed is extended to include the Body Corporate but only to the extent that the Body Corporate is not fully indemnified under any policy of insurance.

Landlord's Obligations

36.5 THE Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

Consents

36.6 WHERE in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to any such matter would be necessary under its rules or the Act.

Car Parks

37.1 THE Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.

37.2 THE Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to clauses 26.1 or 27.

37.3 THE Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access thereto and in particular shall only use the car parks for the parking of one car per parking space.

37.4 THE provisions of the Second Schedule shall apply to the car parks as appropriate.

GENERAL**Holding Over**

38.1 IF the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, such occupation shall be a monthly tenancy only terminable by one month's written notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a monthly tenancy) as herein expressed or implied.

Access for Re-Letting or Sale

39.1 THE Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) any such inspection is at a time which is reasonably convenient to the Tenant;
- (b) is conducted in a manner which does not cause disruption to the Tenant; and
- (c) if the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

40.1 NO warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

Affirmation

41.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

Waiver

42.1 NO waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

- 43.1 **THE** Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest hereunder.

Notices

- 44.1 **ALL** notices must be in writing and must be served by one of the following means:
- (a) In the case of a notice given under section 118 of the Property Law Act 1952 in the manner prescribed by section 152 of that Act; and
 - (b) In all other cases by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by e-mail.
- 44.2 In respect of the means of service specified in clause 44.1(b), a notice is deemed to have been served:
- (a) in the case of personal delivery, when received by the addressee;
 - (b) in the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand;
 - (c) in the case of facsimile transmission, when sent to the addressee's facsimile number; or
 - (d) in the case of e-mail, when acknowledged by the addressee by return e-mail or otherwise in writing.
- 44.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 44.4 A notice shall be valid if given by any director, general manager, solicitor or other authorised representative of the party giving the notice.
- 44.5 For the purposes of this clause a working day means any day on which registered banks are open in the province where the property is situated, other than a Saturday or Sunday. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.

Arbitration

- 45.1 **UNLESS** any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- 45.2 **IF** the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the President or Vice President for the time being of the District Law Society of the district within which the premises are situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- 45.3 **THE** procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable hereunder which remain unpaid or from exercising the rights and remedies in the event of such default prescribed in clauses 28.1 and 29.1 hereof.

Interpretation

- 46.1 **IN** this lease:
- (a) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant;
 - (b) "the property" and "the building" mean the land and building(s) of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development;
 - (c) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers;
 - (d) "GST" means the Goods and Services Tax;
 - (e) "structural repair, alteration or addition" means a repair, alteration or addition to the structure or fabric of the building but excluding building services;
 - (f) "renewal" means the granting of a new lease as provided for in clause 34.1;
 - (g) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule;
 - (h) Where the context requires or admits, words importing the singular shall import the plural and vice versa;
 - (i) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees.

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