

MARSDEN STRUCTURES LIMITED
(Landlord)

AND

WELLINGTON ACCESS BROADCASTING SOCIETY INCORPORATED
(Tenant)

DEED OF RENEWAL OF LEASE
(SECOND FLOOR)

RELEASED UNDER THE
OFFICIAL INFORMATION ACT



BRANDONS
BARRISTERS – SOLICITORS – NOTARIES
WELLINGTON

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DEED OF RENEWAL OF LEASE

PARTIES:

1. **MARSDEN STRUCTURES LIMITED** (the "Landlord")
2. **WELLINGTON ACCESS BROADCASTING SOCIETY INCORPORATED** (the "Tenant")

BACKGROUND:

- A. By the lease referred to in clause 1.1 the Premises referred to in clause 1.1 were leased at the rental and on the terms and provisions contained in the Lease.
- B. The Landlord and the Tenant are currently respectively the Landlord and the Tenant under the Lease.
- C. The Tenant has exercised its only right of renewal under the Lease for six (6) years from 1st June 2013.
- D. The Landlord and the Tenant are completing this Deed to record the renewal term.

THIS DEED WITNESSES:

1. Interpretation

1.1 In this deed:

"Lease" means the Deed of Lease dated 20th day of January 2004, and includes any variation of the Lease.

"Landlord" and "Tenant" includes their respective successors, executors, administrators and permitted assigns;

"Premises" means the premises leased on the SECOND FLOOR of the Landlord's building at 35 Ghuznee Street as described in the Lease;

"Renewed term" means the renewed term of the Lease evidenced by this renewal.



1.2 This deed is supplemental to the Lease and expressions and definitions used in this deed bear the same meaning given to them in the Lease.

1.3 Where obligations bind more than one person those obligations shall bind those persons jointly and severally.

2. Renewal of Term

2.1 In pursuance of the right to a renewed term contained in the Lease, the term of the Lease is renewed for a period of six (6) years from 1st day of June 2013.

3. No Rent Review

3.1 The Vendor elected not to review the rental on the last rent review date (1 June 2012), and the parties agree that the rental shall remain at \$11,237.00 per annum plus goods and services tax until the next rent review date (1 June 2015).

4. Confirmation of Other Lease Covenants

4.1 The Tenant acknowledges and covenants with the Landlord that during the Renewed Term the Tenant shall:

- a) 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
- b) will duly and punctually perform and observe the covenants and provisions of the Lease as set out in the Lease but as varied by this deed.

5. Costs

5.1 Each party will pay their own costs and disbursements of this deed.

EXECUTION

This deed was executed the 2 day of April 2013

EXECUTED by the Landlord)
MARSDEN STRUCTURES LIMITED)
by its two Directors)

Witness:

Judith Large Maynard

Accounts

19 King Edward Ave

Epsom

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EXECUTED by the Tenant
WELLINGTON ACCESS BROADCASTING
SOCIETY INCORPORATED
by affixing its Common Seal in the presence of:

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)
)
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WITNESS

Signature: 

Full Name: Poonam Punjabi

Occupation: Accountant

Address: Level 1, 35 Ghymee St.

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