

**BEFORE THE PROPOSED MARLBOROUGH ENVIRONMENT PLAN HEARINGS PANEL
AT BLENHEIM**

UNDER	the Resource Management Act 1991 (the Act)
IN THE MATTER	of a change to Marlborough's policy statement and plans under the First Schedule to the Act

**MEMORANUM OF COUNSEL FOR TIMBERLINK NEW ZEALAND LIMITED
BLOCK 5: URBAN ENVIRONMENTS
Dated this 22nd day of May 2018**

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MAY IT PLEASE THE PANEL:

1. At the hearing on 2 May 2018 for Topic 10: Urban Environments, Timberlink New Zealand Limited (“Timberlink”) agreed to provide further information pertaining to questions asked by the Panel.
2. This memorandum also revises proposed policy 12.2.4A and proposed rules to provide for onsite sewerage disposal as an exception for the Timberlink titles alone, rather than it applying to the entire Zone.

Lease of land along the Taylor River

3. Commissioner Crosby asked about Timberlink’s lease of the narrow strip of land along the Taylor River:
 - (a) Marlborough District Council is the lessor.
 - (b) Flight Timbers Limited, the previous owner of the sawmill, leased the land from Council in 2011. The lease was assigned to Timberlink in 2015 when it purchased the sawmill. Copies of the relevant lease documents are included at **Appendices 1, 2 and 3**.
 - (c) The lease was renewed on 1 April 2014 for a 6 year term.
 - (d) The area of the land is 0.4047 hectares.
4. Commissioner Crosby also asked about the height of stacked material. The maximum height to which Timberlink stacks timber is approximately 5m.

Fence height

5. Councillor Shenfield asked about the height of the fence on the Waters Avenue boundary. The fence itself is 1.8m tall, however the acoustic barrier on the northern side of the Waters Avenue access is 5.5m tall.

Incidents

6. Commissioner Crosby enquired about Timberlink’s register of incidents. Trevor Innes explained that ‘myosh’ software is used to report and track incidents. A recent incident where a child from the neighbourhood was on the road and encountered a near miss with a truck was discussed. The resulting incident report is included at **Appendix 4**.

Proposed policy 12.2.4A

7. Attached to our legal submissions is a tracked change version of the amendments Timberlink seeks to Volume 1, Chapter 12, including proposed new policy 12.2.4A. We seek to revise and simplify that proposed policy as follows (the text under Policy 12.2.4A is proposed to be included in the Plan as the explanatory text accompanying the policy):

Policy 12.2.4A - In relation to the Urban Residential Zoned land surrounding the Burleigh Industrial Estate, ~~and land use activities, Subdivision design and activities on that land zoned Urban Residential 3 where that zone adjoins the Industrial 2 Zone of the Burleigh Industrial Estate,~~ must have particular regard to activities within the adjoining Industrial 2 Zone to avoid, remedy or mitigate reverse sensitivity effects from noise, truck movements, light spill and other nuisances.

In response to the Urban Residential 2 Zone referred to in Policy 12.2.4A being established after the Industrial 2 Zone within the Burleigh Industrial Estate, the potential for adverse effects from this including adverse effects on the amenities of the Urban Residential 2 Zone and reverse sensitivity effects arising from this are recognised and will be considered as a special circumstance when considering any adverse effects in regard to activities requiring resource consent or non-compliance with standards applicable to the Industrial 2 Zone.

8. If the zoning of the adjoining land changes in response to submission point 460.001 and/or 198.001, the policy will need to change to reflect that.

Disposal of human effluent

9. We seek to amend our proposed changes to Volume 2, Chapter 12, Standard 12.2.1.7. so the exception relates only to Timberlink property, and not to the entire Zone (tracked changes based on original Standard as notified):

A building or structure in which human effluent will be created must connect to, and dispose of its effluent into, a Council operated sewerage system designed for that purpose, if the system is within 30m of the property boundary or 60m of the closest building-, except on LOT 18 DP 2747, LOT 1 DP 12002, LOT 1 DP 12287, LOT 16 DP 2747, LOT 19 DP 503417, LOT 1 DP 7748, LOT 2 DP 7748, LOT 3 DP 7748, LOT 2 DP 12002 and LOT 3 DP 12002, on which an alternative onsite

disposal is able to be provided that complies with the Standards for discharge of human effluent into or onto land applying in the Rural Living Zone (8.3.14).



Savannah D Carter / Quentin A M Davies

Solicitors for Timberlink New Zealand Limited

Appendix 1

DATED 11th July 2011

BETWEEN 1. THE MARLBOROUGH DISTRICT COUNCIL
(*"the Lessor"*)

AND

2. FLIGHT TIMBERS LIMITED
(*"the Lessee"*)

DEED OF LEASE
of
LAND

APL Property Blenheim Ltd
Level 1, 27 Scott Street
P O Box 185
Blenheim 7240



THIS DEED is made this 11th day of July

2011

PARTIES

1. MARLBOROUGH DISTRICT COUNCIL a District Council in terms of the Local Government Act 2002 (*"the Lessor"*)
2. FLIGHT TIMBERS LIMITED (*"the Lessee"*)

BACKGROUND

- A. *The Lessor* is the administering body of a Local Purpose Reserve in terms of the Reserves Act 1977 the whole or part of which comprises *the Land* described below.
- B. *The Lessor* acting pursuant to the powers given to it in the Reserves Act 1977 has agreed to lease *the Land* to *the Lessee* for the term and on the specific conditions and general conditions now specified.

THE LAND

That parcel of land comprising of 0.4047 hectares more or less being Pt 232 Block 16 Omaka Survey District, and being part of the land described in Gazette Notice 1985 page 4324 as shown on plan annexed.

SPECIFIC CONDITIONS

<u>Term:</u>	Three (3) years
<u>Commencement of Term:</u>	1 April 2011
<u>Number of Renewed Terms Available:</u>	Two (2) of Three (3) years
<u>Rental:</u>	Twelve Thousand Six Hundred Dollars (\$12,600.00) plus GST per annum
<u>Frequency of Rental Reviews:</u>	Three (3) yearly from commencement date
<u>Frequency of Rental Payments:</u>	Six (6) monthly
<u>Type of Activity:</u>	Storage of timber and associated uses
<u>Minimum Initial Public Risk Insurance:</u>	At least \$2,000,000 with a Forest and Rural Fire extension of \$100,000.
<u>Public Access:</u>	No access to public.

GENERAL CONDITIONS

Covenants and Agreements

The parties now covenant and agree:

1. PAY RENT

1.1 *The Lessee shall pay the rent to the Lessor.*

- (a) In advance.
- (b) On time.
- (c) As frequently as specified.
- (d) Without deduction being permitted on any account.
- (e) With the first payment being due on or before the commencement of the term.

2. PAY TAXES AND GST

2.1 *The Lessee shall pay:*

- (a) All rates taxes and assessments which are levied or imposed in respect of *the Land* by any taxing or levying authority; and
- (b) If *the Lessee* is in possession for part only of the year used for calculation purposes then *the Lessor* upon receiving evidence of payment shall refund to *the Lessee* such proportion (if any) of the amount paid as is proportionate to the number of days within the period of calculation which fall outside the term; and
- (c) If *the Land* is included with other land in a rating assessment then *the Lessee* shall pay to the person required to pay the rates under such rating assessment such portion of all the rates assessed as is fair and reasonable to reflect the relationship between *the Land* and the other land included within such rating assessment. Any dispute shall be determined by an independent expert. Payment shall be made when demanded by the person required to pay rates and such demand may be made no more than fourteen (14) days before payment is due by the person making demand.

2.2 All amounts which *the Lessee* is liable to pay are in this Lease exclusive of Goods and Services Tax. Goods and Services Tax shall be payable in addition to *the Lessor* or as *the Lessor* shall direct.

3. PAY COSTS

3.1 *The Lessee shall upon demand in writing pay the reasonable costs of the Lessor.*

- (a) Of and incidental to the negotiation, preparation and stamping of this Lease.

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- (b) Incurred on account of any default on the part of *the Lessee* whether actual or reasonably anticipated by *the Lessor*.

4. PERMITTED USE

- 4.1 *The Lessee* shall not without the written consent of *the Lessor* use *the Land* or any part of *the Land* for any use other than that specified as the "Type of Activity" as set out in the specific conditions.

5. MANAGEMENT

- 5.1 *The Lessee* accepts the general obligation to use and care for *the Land* and all improvements upon it according to the best practices appropriate in the circumstances. Without reducing the force of this general obligation *the Lessee* acknowledges the following specific obligations:

- (a) Not to commit any waste or diminish the value of *the Land* or permanently take anything of value from *the Land*.
- (b) Not to do anything which might prejudice the management or upkeep of any water courses, defences against water, bridges or other improvements and to immediately notify *the Lessor* in the event of *the Lessee* becoming aware of any occurrence or condition which may prejudicially affect the maintenance of defences against water.
- (c) Not to cut down damage or destroy any tree or other vegetation planted for conservation or river control purposes or having value for those or other purposes and to care for any such tree or vegetation to maximise their value and utility.
- (d) Not to cut down any trees or bush or remove off *the Land* any timber or firewood without the consent in writing of *the Lessor*.
- (e) To preserve maintain and trim where appropriate all shelter plantings on *the Land*.
- (f) Not to erect any buildings or structural improvements or plant any trees, wood lots, vines, shrubs or permanent crops without the consent of *the Lessor* in writing.
- (g) Not to allow any rubbish or waste to be deposited or accumulated on *the Land*.
- (h) Not to remove or permit to be excavated from *the Land* any soil, shingle, gravel, sand or minerals.
- (i) To keep *the Land* free from gorse, broom, noxious weeds, rabbits and other vermin.
- (j) To keep the improvements on *the Land* including any culverts, bridges, ditches and drains in good clean and serviceable condition.

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- (k) To keep all fences and gates on *the Land* and on any boundary in good serviceable condition and where these are not at the commencement of the Lease in good and serviceable condition to bring them up to that standard as practicable.
 - (l) To keep all buildings structures and other improvements on *the Land* in good and well maintained condition.
 - (m) Not to damage and to prevent any damage occurring to any natural, scenic, historic, cultural, archaeological, biological, geological or other scientific features or significant indigenous flora and fauna.
 - (n) To refrain from causing adverse environmental effects or contamination in respect of the land and to repair and remediate any adverse environmental effects or contamination found on the property and caused by *the Lessor*. Any adverse environmental effects or contamination found on the property after the commencement date of this Lease will be deemed to have been caused by *the Lessee* unless *the Lessee* can establish another cause.

6. PUBLIC ACCESS

- 6.1 *The Lessee* will observe the requirements imposed by *the Lessor* as to access to the public as detailed in the specific conditions.

7. STATUTORY OBLIGATIONS

- 7.1 *The Lessee* shall comply with all statutory obligations which relate to the occupation or use of *the Land* and shall indemnify *the Lessor* from all liability in respect of such statutory obligations and without reducing the force of this general obligation *the Lessee* shall comply with and accept responsibility for all obligations relating to the occupation or use of *the Land* pursuant to:
- (a) The Biosecurity Act 1993.
 - (b) The Noxious Plants Act 1978.
 - (c) The Fencing Act 1978.
 - (d) The Forest and Rural Fires Act 1977.
 - (e) The Plants Act 1970.
 - (f) The Resource Management Act 1991.
 - (g) The Soil Conservation and Rivers Control Act 1941.
 - (h) The Reserves Act 1977.
 - (i) Any amendment, re-enactment or substitution or new enactment relating to the occupation or use of *the Land*.
 - (j) Any statutory regulation or by-law relating to the occupation or use of *the Land*.

8. **FENCING**

- 8.1 *The Lessee* shall be responsible for all of the obligations which arise to an occupier or owner of *the Land* pursuant to the Fencing Act 1978 and shall indemnify *the Lessor* in respect thereof.
- 8.2 *The Lessee* shall not call upon *the Lessor* as the owner or occupier of any adjoining land to meet or contribute to the cost of the erection or maintenance of any fence between *the Land* the subject of this Lease and any adjoining land and if *the Lessee* requires any such boundary to be fenced or any fencing to be maintained that shall be at the entire cost of *the Lessee* unless there is an occupier of such adjoining land other than *the Lessor*.

9. **LESSEE NOT TO SUBLET OR ASSIGN WITHOUT CONSENT**

- 9.1 *The Lessee* will not, except as provided in this clause, sublet, assign, mortgage, charge or part with possession of *the Land* or any part of *the Land* or this Lease or any estate or interest of this Lease to any person. *The Lessee* may, with the prior written consent of *the Lessor*, assign the whole of this Lease or sublet part only of *the Land*. *The Lessor* will not unreasonably withhold *the Lessor's* consent to an assignment or subleasing to a respectable, responsible, solvent and suitable assignee or sublessee ("*the Transferee*"). Before giving consent and as a condition precedent *the Lessor* shall be entitled to performance and satisfaction of the following conditions:
- (a) *The Lessee* shall demonstrate to the satisfaction of *the Lessor* that the proposed *Transferee* is responsible and of sound financial standing and will undertake the activity provided on specific conditions provided in Specific Conditions; and
 - (b) All rental and other moneys payable by *the Lessee* to *the Lessor* up to the date of the proposed transfer assignment or subletting have been paid; and
 - (c) There is not any existing unremedied breach of any of the terms of this Lease; and
 - (d) In the case of an assignment the execution by *the Transferee* of a covenant with *the Lessor*, in a form acceptable to *the Lessor*, that *the Transferee* will be bound by and perform the covenants in this Lease to be observed and performed by *the Lessee* but the execution of such covenant shall not release *the Lessee* from *the Lessee's* obligations under this Lease; and
 - (e) All costs incurred by *the Lessor* (whether or not the proposed sublease or assignment proceeds to completion) have been paid by *the Lessee*; and
 - (f) In the case of an assignment where the proposed *Transferee* is a company *the Lessor* may require the directors and the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the term such guarantee to be in a form acceptable to *the Lessor* and the costs incurred by *the Lessor* in the preparation and execution of such guarantee shall be paid by *the Lessee*; and
 - (g) In the case of a sublease *the Lessor* may stipulate that the sub-lease contains a condition that it not be assigned or the area sublet be further sublet without the prior written consent of *the Lessor*.

10. CHANGE IN SHAREHOLDING OF LESSEE

10.1 For the purposes of Clause 9 any proposed change in the shareholding of *the Lessee* altering the effective control of *the Lessee* shall be a proposed assignment of this Lease requiring the consent of *the Lessor*.

11. INSPECTION AND ENTRY TO UNDERTAKE WORKS

11.1 *The Lessee* shall permit *the Lessor* and its employees, agents, workmen or advisors to enter on *the Land*, if necessary with equipment and vehicles;

- (a) At all times to inspect and monitor any public works.
- (b) After seven (7) days notice in writing to *the Lessee* to carry out any public works.
- (c) At all reasonable times to view the state of *the Land* and to determine whether *the Lessee* has met and is meeting *the Lessee's* obligations under this Lease.
- (d) After seven (7) days notice in writing to *the Lessee*, to carry out any work required to remedy a *Lessee's* default.
- (e) At all reasonable times for any other reasonable purpose.

11.2 Notwithstanding the provisions of Clause 11.1 *the Lessor* may at any time or times in an emergency situation enter on *the Land* for the purpose of undertaking works or for any other reasonably necessary purpose.

12. LESSEE TO OCCUPY LAND AT LESSEES RISK

12.1 *The Lessee* agrees to occupy and use *the Land* at *the Lessee's* risk and releases to the full extent permitted by law *the Lessor* and *the Lessor's* employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident damage or injury occurring to any person or property in or about *the Land*.

13. PUBLIC RISK INSURANCE

13.1 *The Lessee* at *the Lessee's* expense shall effect and keep current in respect of *the Land* and *the Lessee's* use of *the Land* a policy of public risk insurance for an amount not less than that provided in Specific Conditions, or such other amount from time to time reasonably required by *the Lessor* for any one event, with a substantial reputable insurance office or company first approved in writing by *the Lessor* (such approval not to be unreasonably or arbitrarily withheld).

14. NO WARRANTY BY LESSOR AS TO SUITABILITY OF LAND

14.1 *The Lessor* does not warrant:

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- (a) That *the Land* is or will remain suitable or adequate for any of the purposes of *the Lessee*, including the type of activity provided in Specific Conditions; or
 - (b) That the relevant planning provisions permit the uses to which *the Lessee* intends to put *the Land*; or
 - (c) That *the Land* will remain free from inundation; or
 - (d) That *the Land* is free from spray residues or any other contaminants which may adversely affect the use of *the Land* and *the Lessee* accepts *the Land* on the basis of *the Lessee's* own evaluation in such respects.
- 14.2 *The Lessee* accepts *the Land* as being satisfactory in all respects and with full knowledge of and subject to any prohibitions or restrictions on the use of *the Land* whether such restrictions arise in a regulatory sense or whether they arise on account of some other limiting factor affecting *the Land*.
- 14.3 *The Lessee* further accepts that *the Lessee* has evaluated the flood risk and accepts *the Land* on the basis of *the Lessee's* evaluation.

15. DEFAULT BY LESSEE

15.1 If at any time:

- (a) The rental is in arrears and unpaid for fourteen (14) days after any payment date (whether it has been demanded or not); or
- (b) *The Lessor* gives written notice to *the Lessee* specifying any breach of this Lease which breach remains unremedied seven days after giving the notice; or
- (c) Repairs required by any notice given by *the Lessor* under this Lease are not commenced within fourteen (14) days of such notice having been given or it commenced are not diligently completed; or
- (d) Any assignment is made of *the Lessee's* property for the benefit of creditors or if *the Lessee* compounds with *the Lessee's* creditors; and
- (e) The interests of *the Lessee* in or under this Lease or in *the Land* are attached or taken in execution or under any legal process; or
- (f) *The Lessee* (if an individual) is declared bankrupt or insolvent according to law; or
- (g) *The Lessee* (if a Company) has a resolution passed or an order made by a court for the liquidation of *the Lessee* (except for the purposes of reconstruction approved by *the Lessor*) or if *the Lessee* is placed in receivership or under official or statutory management.

the Lessor may:

- (h) Immediately or at any time subsequently and without any notice or demand immediately re-enter (forcibly if necessary) *the Land* or any part of *the Land*; and

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- (i) By such action determine *the Lessee's* estate and interest in *the Land*; and
 - (j) Expel and remove *the Lessee* and the effects of *the Lessee* and those claiming under *the Lessee* without being guilty of any manner of trespass or conversion.

upon such event this Lease shall cease and determine but without releasing *the Lessee* from liability in respect of any breach of this Lease.

16. REMOVAL OF LESSEE'S CHATTELS IMPROVEMENTS ETC

16.1 If upon the expiration or earlier determination of this Lease, there remains on *the Land* any chattels or improvements which were previously in the possession of *the Lessee* or any person under the control of *the Lessee* then *the Lessor* may remove any such chattels or improvements from *the Land* and sell otherwise dispose of such chattel or improvements in such manner as *the Lessor* shall think fit but on the basis that any net proceeds of the sale after all costs and other entitlements of *the Lessor* have been taken into account shall be paid to *the Lessee*. *The Lessor* shall not be liable or responsible for any resultant loss or damage in exercising the powers now conferred.

17. QUIET ENJOYMENT

17.1 If *the Lessee* performs *the Lessee's* obligations under this Lease *the Lessee* shall be permitted to occupy and enjoy *the Land* without any undue interruption or disturbance from *the Lessor*.

18. IMPROVEMENTS

18.1 For the purposes of this clause the expression *improvements* means any improvements alterations additions or changes made by *the Lessee* by way of illustration, and not by way of imitation such would include the construction or erection of supporting structures, the establishment of buildings or irrigation systems and the establishment of road and accessways.

18.2 Any improvements may be removed during or at the end of the term of this Lease by *the Lessee* PROVIDED THAT *the Land* is restored to good clean condition at the cost of *the Lessee* no later than the end of the term of this Lease.

18.3 If at the end of the term of this Lease any improvements remain on *the Land* then *the Lessor* may elect:

- (a) To treat all or any of those improvements as having become vested in *the Lessor* in which case they shall so become the property of *the Lessor* and *the Lessee* shall have no further entitlement to them; or
- (b) Direct *the Lessee* to remove all or such of the improvements as *the Lessor* shall specify such removal to be at the cost of *the Lessee*; or
- (c) By itself or its employees or agents to remove all or any of the improvements in which case the reasonable costs of removal shall become payable by *the Lessee*; or

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- (d) To elect any one or more of the options in (a), (b) and (c) above as may be specified by *the Lessor*.
 - (e) Notwithstanding the provisions in sub-paragraphs (a), (b), (c) and (d), if before this Lease comes to an end *the Lessee* and any incoming lessee accepted by *the Lessor* reach an agreement whereby ownership of any improvements is to pass from *the Lessee* to the incoming lessee, *the Lessor* shall respect such agreement if it has written notice of it and if there is to be a continuing Lease arrangement between itself and the incoming lessee.

18.4 No compensation shall be payable by *the Lessor* to *the Lessee* in respect of any improvements whether or not these are left remaining or are required to be removed.

19. LESSORS RIGHT TO REVOKE LEASE OR RE-TAKE POSSESSION

- 19.1 In terms of Section 61 of the Reserves Act 1977 and in addition to the provisions contained elsewhere in this Lease it is a condition of this Lease that *the Lands* leased shall be used solely for the purposes specified in the Lease and that upon breach of this condition *the Lessor* may terminate the Lease according to its terms where upon *the Land* together with all improvements shall revert to *the Lessor* without compensation being payable to *the Lessee* for improvements or otherwise.
- 19.2 If for any reason connected with the works for which *the Lessor* considers it to be necessary (and *the Lessor* shall be the sole judge of this) to take possession of the whole or any part of *the Land* either temporarily or permanently then *the Lessor* shall have the right in an emergency situation of doing so immediately or otherwise on twenty eight (28) days written notice to re-enter the appropriate part of *the Land* and if need be revoke this Lease in respect of the whole or part of *the Land*. No compensation shall be made for any re-entry taking of possession or revocation of the Lease however a fair and reasonable adjustment of rental and rates shall take place in accordance with the circumstances.

20. COMPENSATION FOR BREACH

- 20.1 In the event *the Lessees* conduct (whether acts or omissions) constitutes a repudiation of this Lease (or of *the Lessees* obligations under this Lease) or constitutes a breach of any Lease covenants *the Lessee* shall compensate *the Lessor* for the loss or damage suffered by reason of the repudiation or breach.
- 20.2 *The Lessor* shall be entitled to recover damages against *the Lessee* in respect of repudiation or breach of covenant for the damage suffered by *the Lessor* during the whole of the term.
- 20.3 *The Lessors* entitlement to recover damages shall not be affected or limited by any of the following:
- (a) If *the Lessee* shall abandon or vacate *the Land*;
 - (b) If *the Lessor* shall elect to re-enter or to terminate the Lease;
 - (c) If *the Lessor* shall accept *the Lessees* repudiation;
 - (d) If the parties' conduct shall constitute a surrender by operation of law.

20.4 *The Lessor* shall be entitled to recover damages against *the Lessee* in respect of the entire term including the periods before and after *the Lessee* has vacated *the Land*.

21. RENTAL REVIEW

21.1 *The Lessor* may review the rental at the commencement date of each of the periodic intervals fixed in Specific Conditions in the manner provided in Sub-Clause 21.2 to the full market rental for *the Land* but in no event shall the rental so determined ever be less than the rental payable for the immediate preceding rental period.

21.2 The procedure for reviewing the rental shall be as follows:

- (a) *The Lessor* shall give to *the Lessee* notice in writing ("*the Lessor's Notice*") of the rental that *the Lessor* considers to be the full market rental for the relevant rental period;
- (b) If *the Lessee* considers that the rental notified by *the Lessor* is not the full market rental of *the Land* for the relevant rental period *the Lessee* may by notice in writing ("*the Lessee's Notice*") to *the Lessor* given within twenty eight (28) days of receipt of *the Lessor's Notice* (time being of the essence in respect of the giving of *the Lessee's Notice*) require the rental to be determined by two assessors one appointed by each party. *The Lessee* shall in *the Lessee's Notice* name and the assessor appointed by *the Lessor* for such determination of rent;
- (c) *The Lessor* shall within a reasonable time after receipt of *the Lessee's Notice* appoint *the Lessor's* assessor;
- (d) If *the Lessee* fails to give *the Lessee's Notice* and to nominate an assessor in that notice within twenty eight (28) days of *the Lessor's Notice* the rental stated in *the Lessor's Notice* shall be the rental payable for the relevant rental period;
- (e) Before proceeding with their determination the assessors shall be directed to agree upon and appoint an umpire and obtain the umpire's acceptance in writing of that appointment. Should the assessors not agree upon and appoint an umpire within fourteen (14) days of *the Lessor's* assessor being appointed then either *the Lessor* or *the Lessee* or their assessors may request the president for the time being of the New Zealand Law Society to appoint an umpire and obtain the umpire's acceptance in writing of that appointment;
- (f) If the assessors are unable to agree within one month of the date of the appointment of their umpire upon the full market rental for the premises then at any time subsequently either party may require the full market rental for *the Land* to be determined by the umpire. The umpire shall be directed to give the umpire's decision in writing together with reasons;
- (g) In determining the full market rental for *the Land* the assessors shall act as experts and not arbitrators. Either party may make submissions to the assessors or to the umpire but in all respects the determination shall be conducted in the manner determined by the assessors or the umpire;

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- (h) In the event of the umpire being requested to determine the full market rental that shall be a referral to arbitration under Clause 27 with the umpire being the single arbitrator appointed pursuant to Sub-Clause 27.1;
 - (i) In any determination of rental pursuant to this clause each party shall pay the costs of their own assessor. The costs and expenses of the umpire shall be borne by the parties in the proportions determined by the umpire;
 - (j) Any review of rental pursuant to this clause shall take effect from the relevant review date regardless of whether *the Lessor* gave *the Lessor's Notice* prior to the review date;
 - (k) Pending the determination of the reviewed rental *the Lessee* shall, so long as that rental is supported by a valuer's certificate that the valuer considers it to be the full market rental for *the Land*, pay the rental nominated in *the Lessor's Notice* as an estimated or interim rental. Such estimated rental shall be paid by *the Lessee* until such time as the actual rental has been determined. Immediately upon the determination of the actual rental an appropriate adjustment shall be made between *the Lessor* and *the Lessee*;
 - (l) Upon the determination of the new rental *the Lessee* and *the Lessor* shall (if required by *the Lessor*) complete a deed at the expense of *the Lessee* recording such rental.

21.3 If at any of the rental review dates there is in force any statute restricting *the Lessors* right to increase the rental *the Lessor* may, at any time after such restriction is removed, relaxed or modified, on giving not less than one (1) months notice in writing to *the Lessee*, review the rental to the full market rental for *the Land* at the date of such removal, relaxation or modification. Subsequent reviews of rental shall occur on the dates provided in Specific Conditions notwithstanding any review pursuant to this clause. *The Lessor* shall be entitle to recover any resulting increase in the rental with effect from such date of removal, relaxation or modification.

22. RIGHT OF RENEWAL

22.1 In any case where a right or rights of renewal are given in Specific Conditions then if *the Lessee* shall have:

- (a) Duly observed the terms and conditions of this Lease; and
- (b) Given to *the Lessor* not less than six months notice in writing prior to the Expiration Date (which notice shall be irrevocable) of intention to renew;

the Lessor will grant to *the Lessee* a renewed term of this Lease:

- (c) For the relevant further term of years fixed commencing from the date after the Expiration Date of the preceding term; and
- (d) At a full market rental for *the Land* for the first rental period (as fixed in Specific Conditions) of the renewed term to be determined in the manner provided in Clause 21.1 but in no event shall the rental determined ever be less than the rental payable for the preceding rental period; and

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- (e) Otherwise on the same terms and conditions of this Lease, including any rental reviews except that the term including renewals may not extend beyond the maximum period of lease contemplated in Specific Conditions.

23. INTEREST ON OVERDUE RENTAL OR OTHER MONIES

- 23.1 If any rental, or other moneys payable by *the Lessee* remain unpaid for seven (7) days after their due date then *the Lessee* shall pay *the Lessor* interest on those moneys at the rate 2% beyond the ordinary overdraft rate charged by *the Lessor's* Banker a Certificate from the Bank to be conclusive evidence of such rate calculated from their due date to the date of payment. *The Lessor* may recover the moneys in arrears and interest as if they were rental in arrears.

24. NO REGISTRATION

- 24.1 *The Lessee* shall not call upon *the Lessor* to execute a registrable Memorandum of Lease of *the Land* unless *the Lessee* shall have first paid to *the Lessor* the full amount of the costs and expenses to be incurred, including legal, survey and *the Lessors* administration, in preparing, executing and causing to be registered such Memorandum of Lease and *the Lessee* shall not at any time lodge a caveat against any title to *the Land*.

25. STATUTORY LEASING PROVISIONS

- 25.1 *The Lessor* has granted this Lease to *the Lessee* pursuant to powers given to *the Lessor* by statute. This Lease is SUBJECT ALWAYS TO such statutory powers and in the event that there is a conflict between the provisions of this Lease and the provisions of the statutory power pursuant to which *the Lessor* has granted this Lease then the statutory powers shall prevail and to the extent necessary this Lease shall be modified to properly reflect such powers without either party being entitled to compensation on account of such modification.

26. INDEMNITY

- 26.1 *The Lessee* shall indemnify *the Lessor* from and in respect of any liability of any kind which *the Lessor* may attract or be threatened with arising out of any breach by *the Lessee* of *the Lessees* obligations arising out of this Lease and this indemnity shall be construed widely and shall allow *the Lessor* to recover any costs incurred by *the Lessor* in taking legal or other advice in connection with any breach by *the Lessee*. This indemnity survives the termination of the Lease.

27. ARBITRATION

- 27.1 If any dispute or difference shall arise between the parties as to:
- (a) The meaning or application of any part of this Lease; or

-
- (b) Any other matter in connection with or which may have an effect on this Lease;

the dispute or difference ("*the Issue*") shall be referred to the award of a single arbitrator to be agreed upon between *the Lessor* and *the Lessee*.

- 27.2 If *the Lessor* and *the Lessee* are unable to agree upon a single arbitrator within ten (10) days of either party notifying the other in writing of their wish to have *the Issue* arbitrated then either party ("*the Notifying Party*") may at any time subsequently by written notice to the other party ("*the Receiving Party*") require *the Issue* to be determined by two arbitrators (one to be appointed by *the Lessor* and one to be appointed by *the Lessee*) and their umpire (to be appointed by the arbitrators before proceeding to determine *the Issue*). The notice to be given by *the Notifying Party* pursuant to this sub-clause shall:

- (a) Nominate the arbitrator appointed by *the Notifying Party*; and
- (b) Require *the Receiving Party* to nominate their arbitrator by a date not less than ten (10) days after the date of service of the notice by *the Receiving Party*; and

- 27.3 If *the Receiving Party* fails to appoint their arbitrator by the date specified then *the Notifying Party* may by written notice to *the Receiving Party* have *the Issue* determined solely by *the Notifying Party's* arbitrator.

- 27.4 If any arbitrator appointed refuses or fails to act (including appointing an umpire if necessary) within a reasonable time of their appointment then either *the Lessor* or *the Lessee* may (provided the defaulting arbitrator has first been given in writing a reasonable time in which to act) request the President of the New Zealand Law Society to appoint a replacement arbitrator or an umpire who shall act in lieu of the defaulting arbitrator or as the umpire as the case may be.

- 27.5 Time shall be of the essence under this clause.

- 27.6 The parties agree to be bound by any decision or award completed pursuant to this clause.

- 27.7 This provision shall survive the expiration or earlier determination of this Lease.

- 27.8 Any referral to arbitration under this clause shall be a submission to arbitration under the Arbitration Act 1996 and its amendments or any enactment passed in substitution which Act shall, to the extent not inconsistent with anything in this clause, apply to any such submission.

28. GUARANTEE BY GUARANTOR

- 28.1 In consideration of *the Lessor* at the request of *the Guarantor* granting this Lease to *the Lessee* *the Guarantor* covenants with and guarantees to *the Lessor* and *the Lessor's* successors in title to *the Land* that:

- (a) *The Lessee* and *the Guarantor* will:
- (i) Punctually pay on their due date all rental, interest and other moneys from time to time payable pursuant to this Lease and all renewals of it; and

-
- (ii) Perform all covenants in this Lease and all renewals of it.
- (b) Although as between *the Lessee* and *the Guarantor* the latter may be a surety only as between *the Guarantor* and *the Lessor* *the Guarantor* is a principal and:
- (i) The death, bankruptcy or winding up of *the Lessee* or any other guarantor or person; or
 - (ii) The giving of time or any indulgence by *the Lessor* to *the Lessee* or any other guarantor or person; or
 - (iii) The exercise or non-exercise or waiver by *the Lessor* or any of its powers expressed or implied under this Lease; or
 - (iv) The variation (including pursuant to any rental review) or renewal of this Lease pursuant to any right of renewal contained in this Lease; or
 - (v) This Lease or *the Lessee's* liability under this Lease, being or becoming invalid, illegal or unenforceable through any act, omission or legislation; or
 - (vi) Assignments of this Lease or changes in the shareholding of *the Lessee*;

shall not exonerate or release *the Guarantor* from the liabilities of *the Guarantor* under this Lease nor shall *the Guarantor* be released by any other act, omission, matter or thing where a surety only would be released.

- (c) *The Guarantor* shall if called upon to do so by *the Lessor*:
- (i) Confirm in writing that *the Guarantor's* covenants under this Deed remain unaltered; and
 - (ii) Enter into any variation, rental review or renewal documentation; and
 - (iii) Execute a new lease as lessee on the terms and conditions of this Lease for the then unexpired term of this Lease in the event this Lease is at any time lawfully disclaimed or abandoned by any receiver, liquidator or statutory manager of *the Lessee*.
- (d) In connection with any variation or review of rental or renewal of term of this Lease *the Guarantor* appoints *the Lessee* to be the agent of *the Guarantor* for the purpose of agreeing to any such variation or review of rent or renewal of term and the execution of any document affecting these matters by *the Lessee* shall be a sufficient indication to *the Lessor* that *the Guarantor* agrees to such variation review of rental or renewal of term and *the Guarantor* shall be bound thereby.

29. VARIATION

- 29.1 No variation shall be efficacious unless it is in writing and signed by all of the parties except that a guarantor may be bound by the agency of *the Lessee* as provided above.

30. INTERPRETATION


30.1 In this Deed unless the context otherwise requires:

- (a) Any requirement for a consent by *the Lessor* shall mean a consent in writing signed by a person authorised by *the Lessor* to give such consent.
- (b) *The Lessee* means *the Lessee* and *the Lessee's* executors, administrators, successors and permitted assigned.
- (c) "Persons in the control of *the Lessee*" includes all permitted sub-lessees licensees employees agents contractors and other invitees of *the Lessee*.
- (d) Where there is a reference to any statute that reference shall unless the context requires otherwise include any modifying or replacement statutory provision.


EXECUTED by the parties on the above date.

THE COMMON SEAL of the said)
MARLBOROUGH DISTRICT)
COUNCIL as Lessor is here unto affixed:)



X  X
X J.C. Andrews X


SIGNED by the said)
FLIGHT TIMBERS LIMITED)
by its authorised signatories as Lessee)

Signature 

Name Richard James Osborne

Position Director

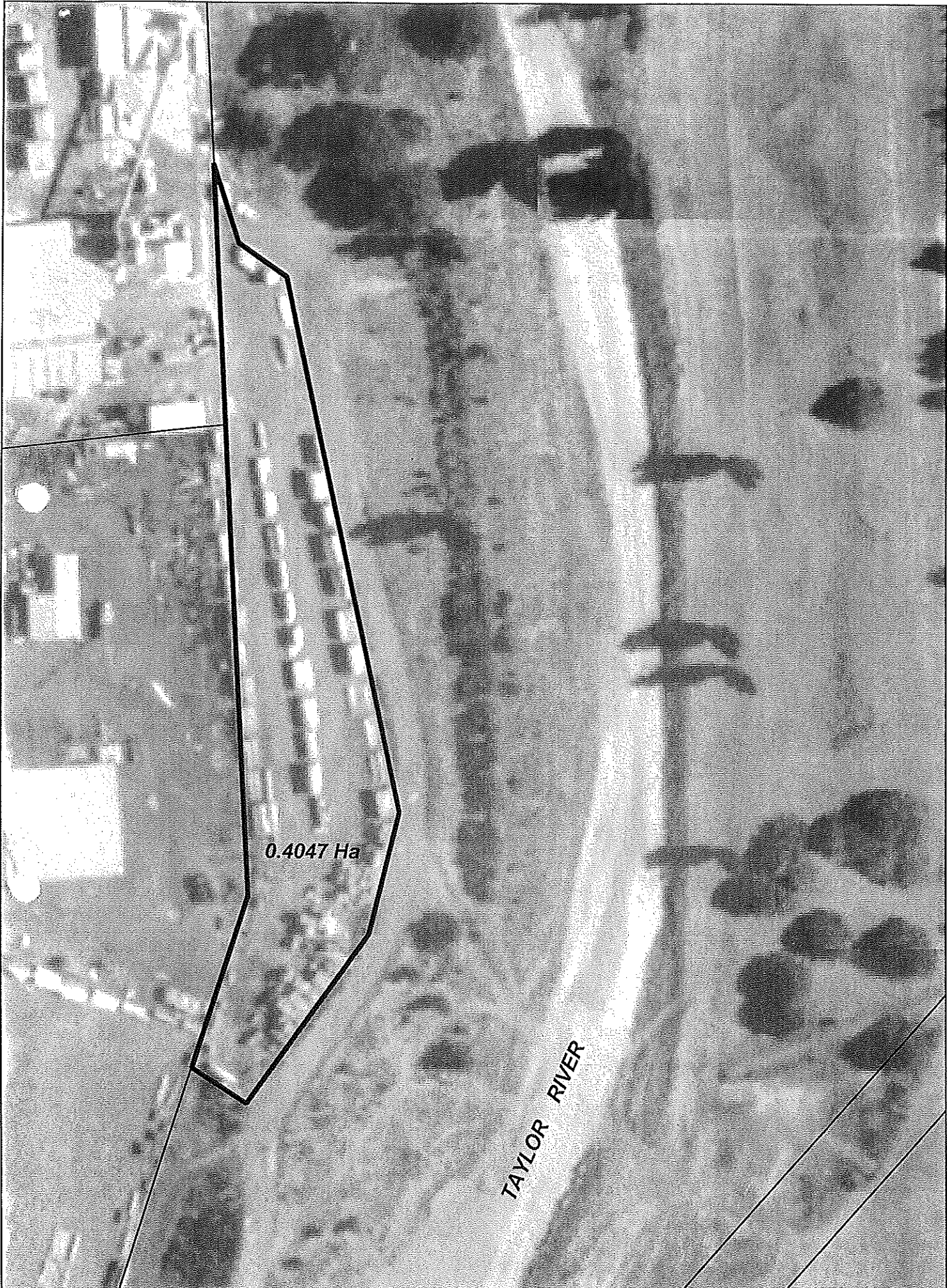
Address Renwick

Signature 

Name Derek Under

Position Director

Address Wellington



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TAYLOR RIVER

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Scale 1:1,000

Flight Anderson

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Produced by Marlborough District Council Geographic Information System(GIS)

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Appendix 2

DATED 22nd October 2014

PARTIES 1. MARLBOROUGH DISTRICT COUNCIL

(*“the Lessor”*)

2. FLIGHT TIMBERS LIMITED

(*“the Lessee”*)

**DEED OF VARIATION
AND RENEWAL OF LEASE**

APL Property Blenheim Ltd
Level 1, 27 Scott Street
P O Box 185
Blenheim 7240



DEED OF VARIATION AND RENEWAL OF LEASE

THIS DEED made this 22nd day of October 2014

- PARTIES:**
1. **MARLBOROUGH DISTRICT COUNCIL** a local authority under the Local Government Act 2002 ("*the Lessor*")
 2. **FLIGHT TIMBERS LIMITED** ("*the Lessee*")

BACKGROUND

- A. By the Lease referred to in Clause 1.1 *the Land* referred to in Clause 1.1 was leased at the rental and on the terms and provisions contained in the Lease.
- B. *The Lessor* and *the Lessee* are currently respectively *the Lessor* and *the Lessee* under the Lease.
- C. *The Lessor* and *the Lessee* have agreed to:
 - (i) Add a new termination clause
 - (ii) Amend Clause 5.1 (n)
 - (iii) Renew the Lease for Two terms of Three years

The parties are completing this Deed to record the Variation and renewed term.

THIS DEED WITNESSES

1. Interpretation

1.1 In this Deed:

"*The Lease*" means the Deed of Lease dated 11 July 2011 between the **MARLBOROUGH DISTRICT COUNCIL** and **FLIGHT TIMBERS LIMITED** and includes any existing variation or renewal of this Lease;

"*The Lessor*" and "*the Lessee*" includes their respective successors, executors, administrators and assigns;

"*The Land*" means the land leased pursuant to the Lease;

“*The renewed term*” means the renewed term of the Lease evidenced by this variation and renewal.

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.

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

2. Variation Of Lease

2.1 Clause 31 shall be added:

31. TERMINATION

31.1 *The Lessee shall be entitled to terminate the Lease by giving the Lessor at least three (3) months written notice. No reason for termination needs to be given pursuant to this clause and there shall be no entitlement for compensation.*

31.2 *All rights and interests of the Lessee under the Lease shall terminate but without releasing the Lessee from any liability because of any breach of the Lease or unpaid rental.*

2.2 Clause 5.1 (n) shall be amended:

In the first sentence delete “*the Lessor*” and replace with “*the Lessee*” so the clause shall read;

“To refrain from causing adverse environmental effects or contamination in respect of the land and to repair and remediate any adverse environmental effect or contamination found on the property and caused by *the Lessee*. Any adverse environmental effects or contamination found on the property after the commencement date of this Lease will be deemed to have been caused by *the Lessee* unless *the Lessee* can establish another cause”.

3. Renewal Of Term

3.1 In pursuance of the right to renewed terms contained in the Lease and the foregoing variation the Lease is renewed for a period of Six (6) years from 1 April 2014.

3.2 For the purposes of clarity the parties acknowledge that this renewal is the only renewal of the terms of the Lease and *the Lessee* has no further rights to renewed terms.

3.3 The Lease shall absolutely determine and cease on the 31 March 2020.

4. Rental, Rates And Other Outgoings

4.1 It is recorded herein that the rental for *the Land* for the first Three (3) years of the renewed term is Twelve Thousand Six Hundred Dollars (\$12,600.00) per annum plus Goods and Services Tax payable six monthly in advance. *The Lessor* shall exercise the right to review the rental effective from 1 April 2017 in accordance with Clause 21 of the Lease.

5. Confirmation Of Other Lease Covenants

5.1 *The Lessee* acknowledges and covenants with *the Lessor* that during the renewed term *the Lessee* shall:

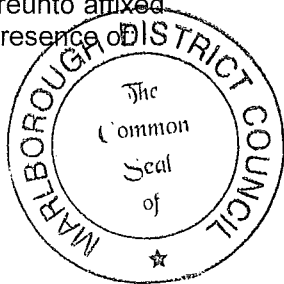
- (a) Hold *the Land* on the same terms and provisions expressed or implied in the Lease subject to the variations set out in this Deed; and
- (b) Duly and punctually perform and observe the covenants and provisions of the Lease as set out in the Lease but as varied by this Deed.

6. Costs

6.1 *The Lessee* shall pay the costs and disbursements for the preparation of this Variation and Renewal of Lease.

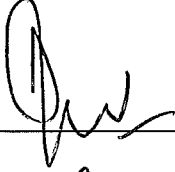
EXECUTION

**THE COMMON SEAL of
MARLBOROUGH DISTRICT
COUNCIL** as Lessor
was hereunto affixed
in the presence of



)
)
)
)

SIGNED by the said)
FLIGHT TIMBERS LIMITED)
by its authorised signatories as Lessee)



Signature
DEREK RALPH LANDER

Name
DIRECTOR

Position
WELLINGTON

Address



Signature
Richard James Osborne

Name
Director

Position
Ronwick

Address

Appendix 3

Deed of Assignment and Variation of Lease

PARTIES

- 1 **FLIGHT TIMBERS LIMITED** of Blenheim ("assignor")
- 2 **TIMBERLINK NEW ZEALAND LIMITED** a duly incorporated Company having its registered office at Blenheim ("assignee")
- 3 **MARLBOROUGH DISTRICT COUNCIL** ("lessor")

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 lessor and the assignor are currently the respective lessor and the lessee under the Lease.
- C The assignor has sold the assignor's interest in the Lease to the assignee and the lessor has consented to the assignment of the Lease to the assignee.
- D. As part of the assignment the parties wish to address, both in the context of the Premises being leased and in the context of the rent payable, the assignor's occupation of an additional area of 153 square metres more or less.

THIS DEED WITNESSES

1 Interpretation

1.1 In this deed:

"*Date of Settlement*" means 1 September 2015.

"*Lease*" means Deed of Lease dated 11 July 2011 as amended by the Deed of Variation and Renewal of Lease dated 22 October 2014.

"*Premises*" means the premises leased as between the parties pursuant to the Lease as varied by from the date of this Deed by clause 2.1 herein.

"*Rent Review Date*" means the date upon which the Lessor may review the rent pursuant to the Lease.

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

2 Variations:

2.1 With effect from the date of this Deed, the Lease is varied as follows:

- (a) the definition of "The Land" as contained on the first page is deleted and replaced with:



"The Land

That parcel of land comprising of 0.42 hectares more or less, being Part of Section 232 Block XVI Omaka Registration District, and being part of the land described in Gazette Notice 1985 page 4324 as more particularly shown on the plan annexed."

- (b) the plan annexed to the Lease shall be deleted and replaced with the plan contained in Schedule 1 of this Deed.

3 Rent, Surrender and re-grant

- 3.1 The parties agree that, notwithstanding that the entering into this Deed is deemed a surrender and re-grant of the Lease, the Term of the Lease shall in all respects be interpreted as a continuous term commencing on 1 April 2011 and expiring at the expiry or earlier termination of the Lease (as varied by this Deed).
- 3.3 The parties agree that in consideration for the grant of the additional leased area, the rent shall not be increased however on the next Rent Review Date the parties acknowledge that the rent will be assessed based on the total land as varied by this Deed.

4 Assignment of lease

- 4.1 From the Date of Settlement the assignor assigns, and transfers to the assignee, the assignor's interest in the Premises and the Lease to hold the same for the residue of the term of the Lease subject to the payment of the rental and other monies payable under the Lease and the observance and performance of the covenants, conditions and stipulations in the Lease.

5 Assignee's covenant with assignor to perform lease terms

- 5.1 The assignee covenants with the assignor that the assignee will, from the Date of Settlement, be bound by and perform the covenants, conditions and stipulations contained or implied in the Lease to be performed by the lessee under the Lease and will indemnify the assignor from and against all claims, demands, costs, actions and proceedings of any nature arising by reason of breach by the assignee of this clause.

6 Assignor's covenant that lease valid

- 6.1 The assignor covenants with the assignee that:
- (a) the Lease comprises a good, valid and subsisting Lease not liable to forfeiture;
- (b) all rental payable has been paid to the Date of Settlement; and
- (c) all covenants, conditions and stipulations to be performed by the lessee under the Lease up to the date of settlement have been performed.

7 Assignee's covenant with lessor

- 7.1 The assignee covenants with, and guarantees to, the lessor that from the Date of Settlement the assignee will:
- (a) duly and punctually pay on the due date all rental and other monies from time to time payable pursuant to the Lease; and
- (b) be bound by and perform the covenants, conditions and stipulations contained or implied in the lease to be performed by the lessee under the Lease.

8 Assignor covenants with the lessor



8.1 The assignor covenants with the lessor that the assignor will be bound by and perform the covenants, conditions and stipulations of the Lease, and that nothing contained or implied in this Deed releases the assignor from any liability past, present or future under the Lease.

9 Lessor's consent

9.1 The lessor consents to the assignment of the Lease but without prejudice to the lessor's rights, powers and remedies under the Lease. The lessor acknowledges the lessor has no interest in the assignor's plant, equipment and chattels in the premises.

10 Counterpart execution

10.1 This Deed may be executed on the basis of an exchange of facsimile or scanned copies of this Deed and execution of this Deed by such means is to be a valid and sufficient execution.

10.2 If this Deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

10.3 This Deed shall not become effective until each party has executed the Deed or a counterpart and exchanged the Deed or counterpart with the other parties.

EXECUTION

This deed was executed the ^{1st} ~~28th~~ day of ^{September} ~~August~~ 2015

SIGNED FOR AND ON BEHALF OF
FLIGHT TIMBERS LIMITED
as assignor by its authorised signatories)

)
)
)

Director

Director

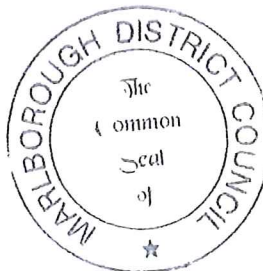
SIGNED FOR AND ON BEHALF OF
TIMBERLINK NEW ZEALAND LIMITED
as assignee by its authorized signatories)

)
)
)

Director

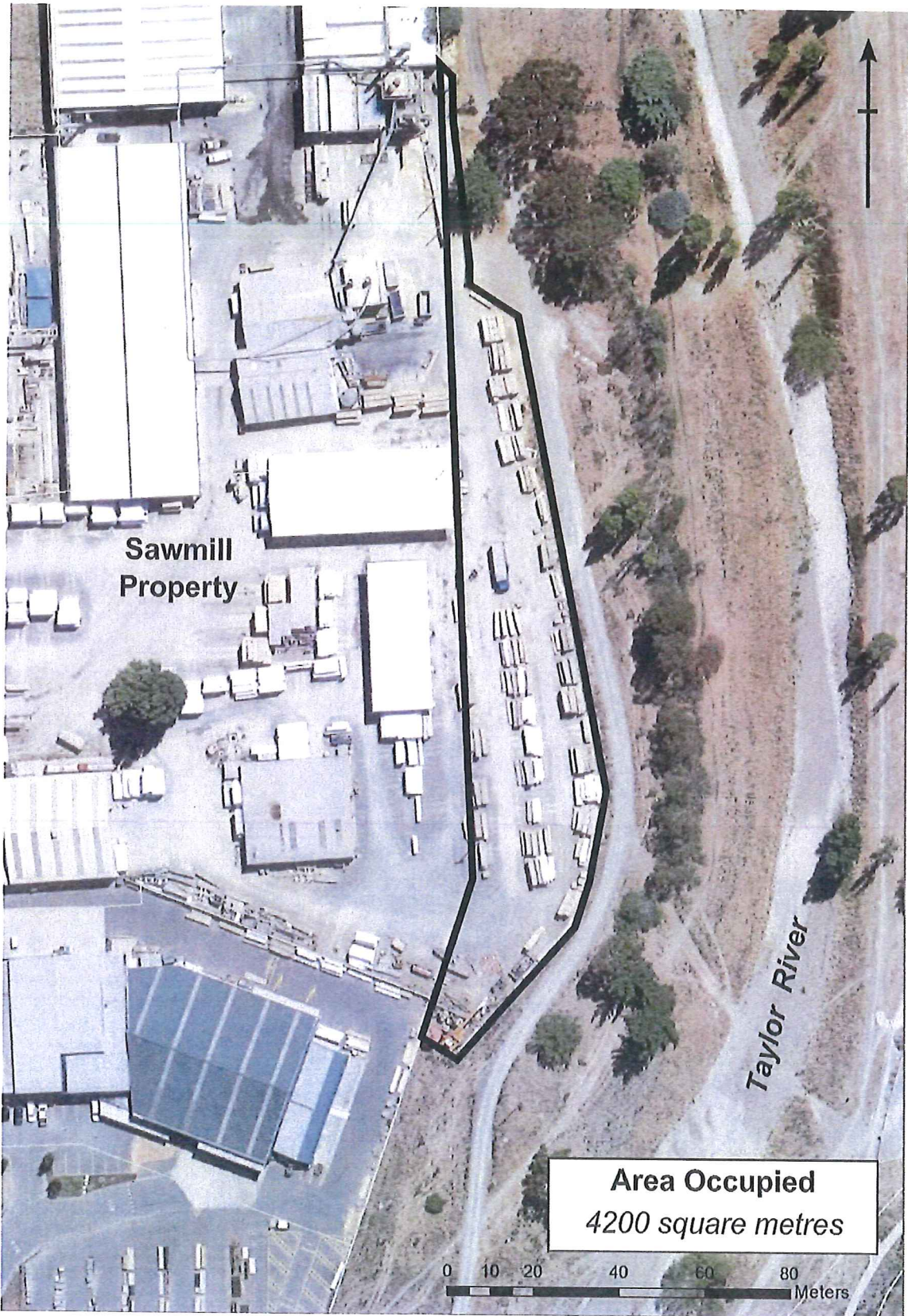
Director

THE COMMON SEAL of the said
MARLBOROUGH DISTRICT COUNCIL
as lessor is hereunto affixed)



SCHEDULE 1

PLAN



Red

Deed of Assignment and Variation of Lease

PARTIES

- 1 **FLIGHT TIMBERS LIMITED** of Blenheim ("assignor")
- 2 **TIMBERLINK NEW ZEALAND LIMITED** a duly incorporated Company having its registered office at Blenheim ("assignee")
- 3 **MARLBOROUGH DISTRICT COUNCIL** ("lessor")

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 lessor and the assignor are currently the respective lessor and the lessee under the Lease.
- C The assignor has sold the assignor's interest in the Lease to the assignee and the lessor has consented to the assignment of the Lease to the assignee.
- D As part of the assignment the parties wish to address, both in the context of the Premises being leased and in the context of the rent payable, the assignor's occupation of an additional area of 153 square metres more or less.

THIS DEED WITNESSES

1 Interpretation

1.1 In this deed:

"*Date of Settlement*" means 1 September 2015.

"*Lease*" means Deed of Lease dated 11 July 2011 as amended by the Deed of Variation and Renewal of Lease dated 22 October 2014.

"*Premises*" means the premises leased as between the parties pursuant to the Lease as varied by from the date of this Deed by clause 2.1 herein.

"*Rent Review Date*" means the date upon which the Lessor may review the rent pursuant to the Lease.

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

2 Variations:

2.1 With effect from the date of this Deed, the Lease is varied as follows:

- (a) the definition of "The Land" as contained on the first page is deleted and replaced with:

"The Land

That parcel of land comprising of 0.42 hectares more or less, being Part of Section 232 Block XVI Omaka Registration District, and being part of the land described in Gazette Notice 1985 page 4324 as more particularly shown on the plan annexed."

- (b) the plan annexed to the Lease shall be deleted and replaced with the plan contained in Schedule 1 of this Deed.

3 Rent, Surrender and re-grant

- 3.1 The parties agree that, notwithstanding that the entering into this Deed is deemed a surrender and re-grant of the Lease, the Term of the Lease shall in all respects be interpreted as a continuous term commencing on 1 April 2011 and expiring at the expiry or earlier termination of the Lease (as varied by this Deed).
- 3.3 The parties agree that in consideration for the grant of the additional leased area, the rent shall not be increased however on the next Rent Review Date the parties acknowledge that the rent will be assessed based on the total land as varied by this Deed.

4 Assignment of lease

- 4.1 From the Date of Settlement the assignor assigns, and transfers to the assignee, the assignor's interest in the Premises and the Lease to hold the same for the residue of the term of the Lease subject to the payment of the rental and other monies payable under the Lease and the observance and performance of the covenants, conditions and stipulations in the Lease.

5 Assignee's covenant with assignor to perform lease terms

- 5.1 The assignee covenants with the assignor that the assignee will, from the Date of Settlement, be bound by and perform the covenants, conditions and stipulations contained or implied in the Lease to be performed by the lessee under the Lease and will indemnify the assignor from and against all claims, demands, costs, actions and proceedings of any nature arising by reason of breach by the assignee of this clause.

6 Assignor's covenant that lease valid

- 6.1 The assignor covenants with the assignee that:
- (a) the Lease comprises a good, valid and subsisting Lease not liable to forfeiture;
 - (b) all rental payable has been paid to the Date of Settlement; and
 - (c) all covenants, conditions and stipulations to be performed by the lessee under the Lease up to the date of settlement have been performed.

7 Assignee's covenant with lessor

- 7.1 The assignee covenants with, and guarantees to, the lessor that from the Date of Settlement the assignee will:
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10.3 This Deed shall not become effective until each party has executed the Deed or a counterpart and exchanged the Deed or counterpart with the other parties.

EXECUTION

This deed was executed the 1st day of September 2015

SIGNED FOR AND ON BEHALF OF
FLIGHT TIMBERS LIMITED
as assignor by its authorised signatories)

Director

Director

SIGNED FOR AND ON BEHALF OF
TIMBERLINK NEW ZEALAND LIMITED
as assignee by its authorized signatories)



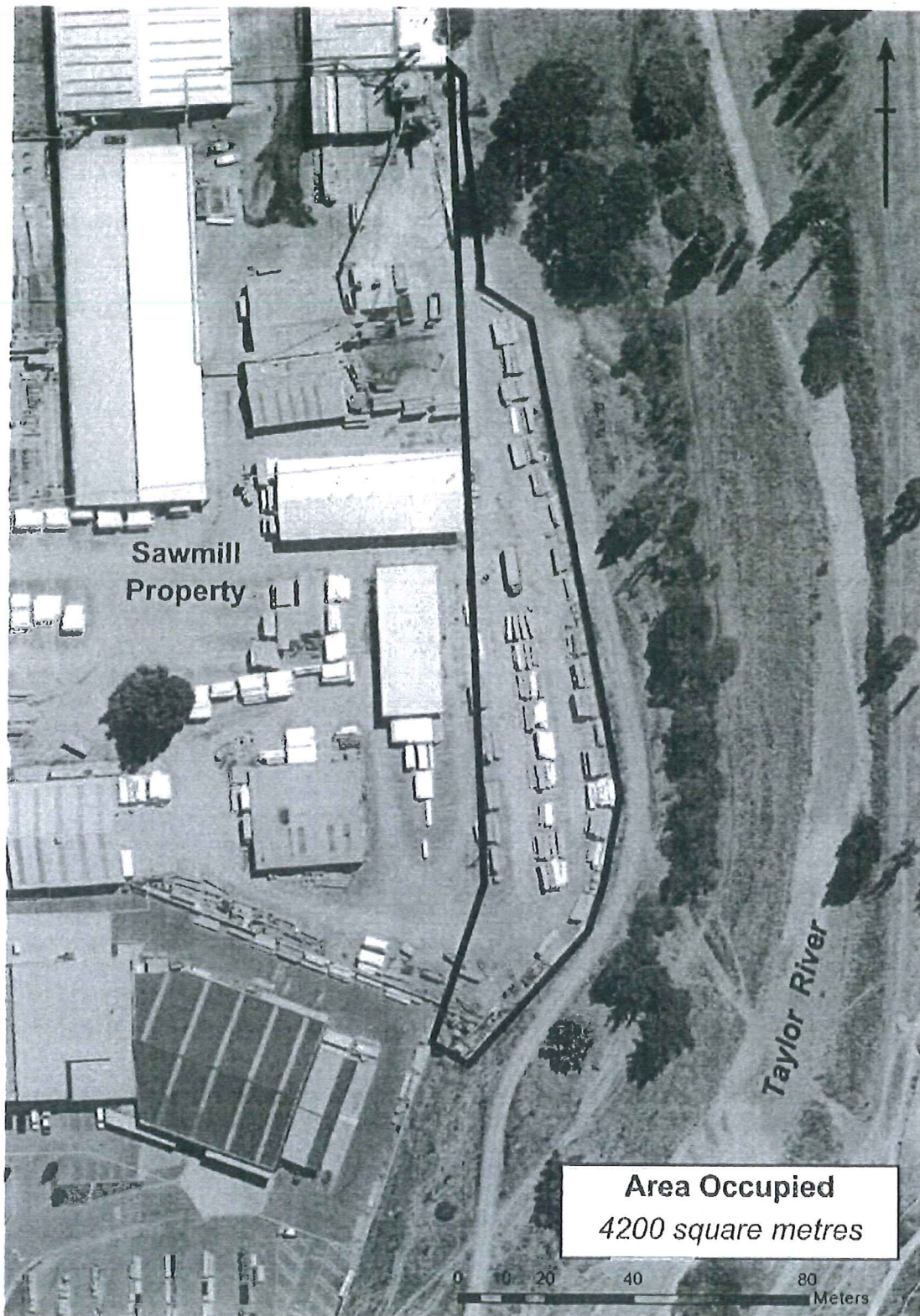
Director

Director

THE COMMON SEAL of the said
MARLBOROUGH DISTRICT COUNCIL)
as lessor is hereunto affixed)

SCHEDULE 1

PLAN



Deed of Assignment and Variation of Lease

PARTIES

- 1 **FLIGHT TIMBERS LIMITED** of Blenheim ("assignor")
- 2 **TIMBERLINK NEW ZEALAND LIMITED** a duly incorporated Company having its registered office at Blenheim ("assignee")
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- 1.2 Where obligations bind more than one person those obligations shall bind those persons jointly and severally.

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4.1 From the Date of Settlement the assignor assigns, and transfers to the assignee, the assignor's interest in the Premises and the Lease to hold the same for the residue of the term of the Lease subject to the payment of the rental and other monies payable under the Lease and the observance and performance of the covenants, conditions and stipulations in the Lease.

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5.1 The assignee covenants with the assignor that the assignee will, from the Date of Settlement, be bound by and perform the covenants, conditions and stipulations contained or implied in the Lease to be performed by the lessee under the Lease and will indemnify the assignor from and against all claims, demands, costs, actions and proceedings of any nature arising by reason of breach by the assignee of this clause.

6 Assignor's covenant that lease valid

6.1 The assignor covenants with the assignee that:

- (a) the Lease comprises a good, valid and subsisting Lease not liable to forfeiture;
- (b) all rental payable has been paid to the Date of Settlement; and
- (c) all covenants, conditions and stipulations to be performed by the lessee under the Lease up to the date of settlement have been performed.

7 Assignee's covenant with lessor

7.1 The assignee covenants with, and guarantees to, the lessor that from the Date of Settlement the assignee will:

- (a) duly and punctually pay on the due date all rental and other monies from time to time payable pursuant to the Lease; and
- (b) be bound by and perform the covenants, conditions and stipulations contained or implied in the lease to be performed by the lessee under the Lease.

8 Assignor covenants with the lessor

8.1 The assignor covenants with the lessor that the assignor will be bound by and perform the covenants, conditions and stipulations of the Lease, and that nothing contained or implied in this Deed releases the assignor from any liability past, present or future under the Lease.

9 Lessor's consent

9.1 The lessor consents to the assignment of the Lease but without prejudice to the lessor's rights, powers and remedies under the Lease. The lessor acknowledges the lessor has no interest in the assignor's plant, equipment and chattels in the premises.

10 Counterpart execution

10.1 This Deed may be executed on the basis of an exchange of facsimile or scanned copies of this Deed and execution of this Deed by such means is to be a valid and sufficient execution.

10.2 If this Deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

10.3 This Deed shall not become effective until each party has executed the Deed or a counterpart and exchanged the Deed or counterpart with the other parties.

EXECUTION

This deed was executed the 28th day of August 2015

SIGNED FOR AND ON BEHALF OF
FLIGHT TIMBERS LIMITED
as assignor by its authorised signatories)

) _____
Director

Director

SIGNED FOR AND ON BEHALF OF
TIMBERLINK NEW ZEALAND LIMITED
as assignee by its authorized signatories)

) _____
Director

Director

THE COMMON SEAL of the said
MARLBOROUGH DISTRICT COUNCIL
as lessor is hereunto affixed)

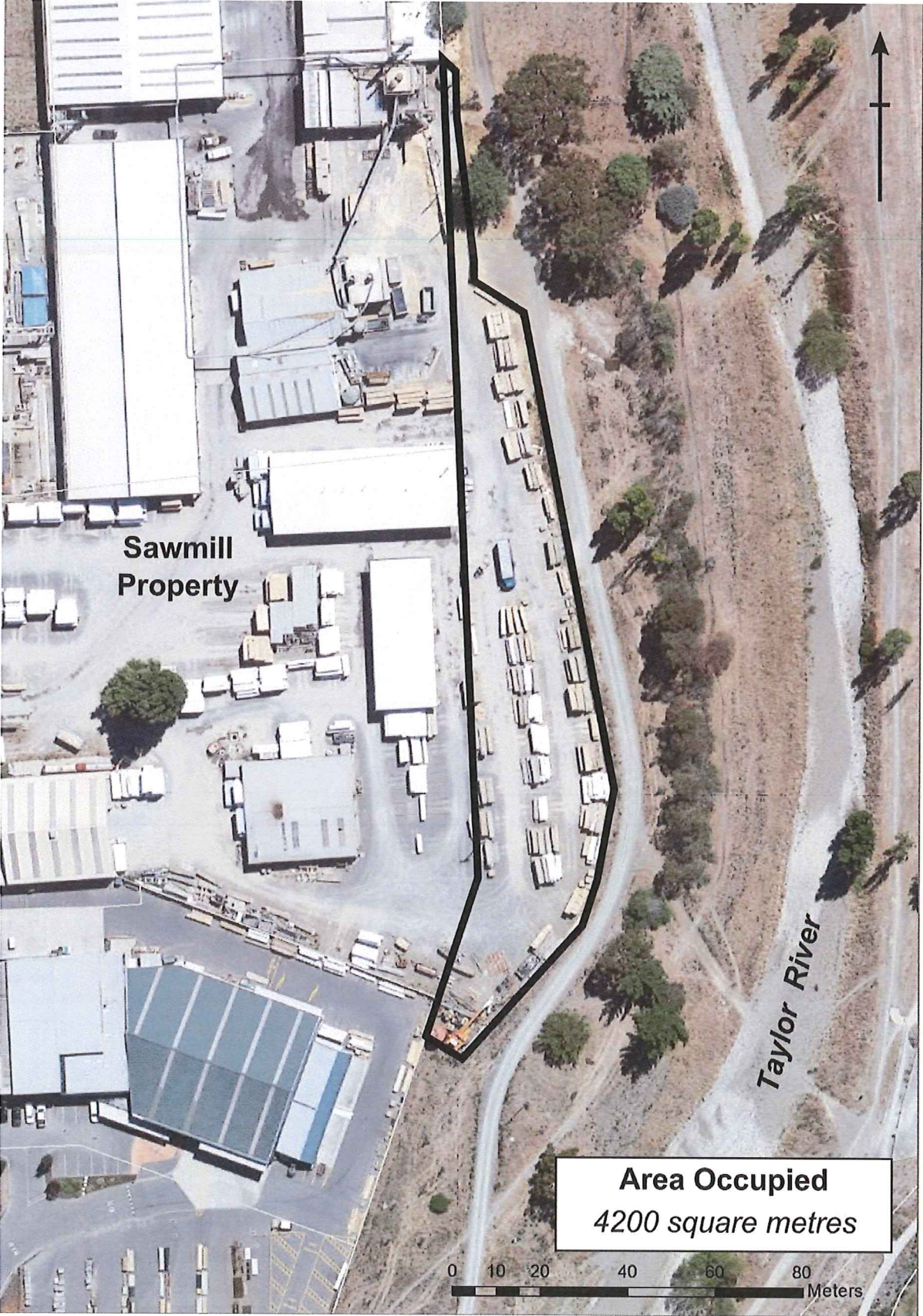






SCHEDULE 1

PLAN



Appendix 4

Incident Report

Information	
Status:	New Report
Details	
Title:	Neighbourhood children play on Water Ave road way
Occur Date:	Monday, April 23, 2018
Details:	Neighbourhood children aged under 5 had escaped out their family homes gate when a log truck driver saw them on Waters Ave road way causing the log truck brakes to be slammed on.

Click on the Title to open the Report
Your online OSH management system