

**David Lawrence Redmond Brett and Bruce Alexander Hutton as the
Trustees of the N J Dickson Property Trust**

"Assignor"

Nelson John Dickson

"Guarantor"

Trevor James Dyke and Viona Carolina Dyke

"Assignee"

**Perpetual Trust Limited as the trustee of the Elison Estate (Te Ana Korako
Trust)**

"Landlord"

**DEED OF ASSIGNMENT OF LEASE OF PREMISES
AT 674 Harington Point Road, Otakou, Dunedin**

**Ian Grant Law
Solicitors
ALEXANDRA**

THIS DEED OF ASSIGNMENT is made the 14TH day of February 2020

PARTIES

1. **David Lawrence Redmond Brett and Bruce Alexander Hutton** as Trustees of the N J Dickson Property Trust ("Assignor")
2. **Nelson John Dickson of Dunedin** ("Guarantor")
3. **Trevor James Dyke and Viona Carolina Dyke** both of Alexandra ("Assignee")
4. **Perpetual Trust Limited as the trustee of the Ellison Estate (Te Ana Korako Trust)** ("Landlord")

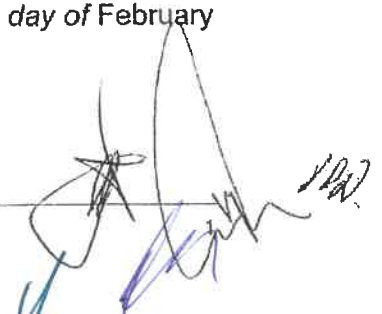
BACKGROUND

- A. *By a lease dated 08 July 2019 ("the Lease") Perpetual Trust Limited as the trustee of the Ellison Estate (Te Ana Korako Trust) leased 674 Harington Point Road Otakou Dunedin ("the Premises") to David Lawrence Redmond Brett and Bruce Alexander Hutton as Trustees of the N J Dickson Property Trust*
- B. The Assignor wishes to assign all the Assignor's title and interest in the Premises and in the Lease to the Assignee on certain terms that have been agreed.

THIS DEED RECORDS

1. ASSIGNMENT

- 1.1 In consideration of the sum of \$1.00 ("the Purchase Price") paid by the Assignee to the Assignor, the Assignor assigns to the Assignee all the Assignor's estate, interest, rights and title in the Premises and the Lease, with effect from the 14th day of February 2020 ("the Assignment Date").

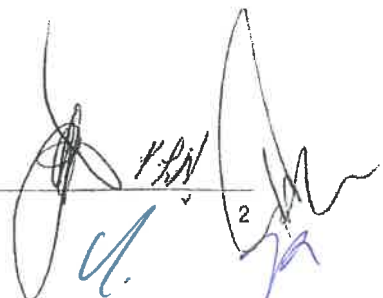


2. COMPLIANCE WITH LEASE TERMS

- 2.1 The Assignor warrants that, as at the Assignment Date, the Assignor will have fully complied with the Assignor's obligations as tenant pursuant to the Lease, including (but without limitation) the obligation to pay rent and outgoings.
- 2.2 The Landlord confirms that, as at the date of this deed, there are no arrears of rent or outgoings and that all covenants to be observed by the Tenant pursuant to the Lease have been observed.
- 2.3 The Assignee covenants with the Assignor, Guarantor and with the Landlord that, as from the Assignment Date until 31 March 2038 ("the Expiry Date") or the sooner termination of the Lease, the Assignee shall keep and perform all of the obligations of the Tenant pursuant to the Lease and, in particular, shall pay the rent specified in the Lease.
- 2.4 The Landlord shall, on each occasion the Assignor requests such information from the Landlord, advise the Assignor of any outstanding non-compliance by the Tenant with the terms of the Lease and for which the Assignor may be liable.
- 2.5 The Assignee indemnifies the Assignor and the Guarantor from and against all losses and expenses that the Assignor may suffer as a result of any failure by the Assignee to comply with any obligation imposed on the Assignee under the Lease from the Assignment Date to the Expiry Date.

3. RENT PAYABLE AS AT DATE OF ASSIGNMENT

- 3.1 The parties acknowledge that, as at the Assignment Date:
- (a) the rent payable pursuant to the Lease is \$1,200.00 plus GST per annum; and
- (b) the next rent review is due on 1 October 2020.



4. LANDLORD'S CONSENT

4.1 The Landlord hereby consents to the within assignment of the Lease but without prejudice to the Landlord's rights and remedies pursuant to the Lease.

5. Counterparts

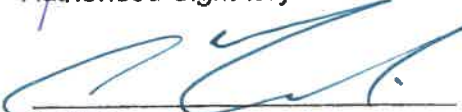
5.1 This Deed may be executed as separate identical parts. In such case a binding Deed is formed when the separate parts, containing the same terms are executed by all parties and all the parts shall then be regarded as one Deed in law, dated the date of signing by the last party. This Deed will not be bind any of the parties to it until this Deed, or separate identical parts have been signed by all parties and delivered to each of the parties or their legal representative(s).

EXECUTION

Signed for and on behalf of
Perpetual Trust Limited
in the presence of:



Authorised Signatory



Authorised Signatory



Signature of Witness

Name of Witness Edee Richards
Client Assistant

Address of Witness Perpetual Guardian
Christchurch

Occupation of Witness

C1180/20



Signed by the Assignor
in the presence of:

David Lawrence Redmond Brett

Bruce Alexander Hutton

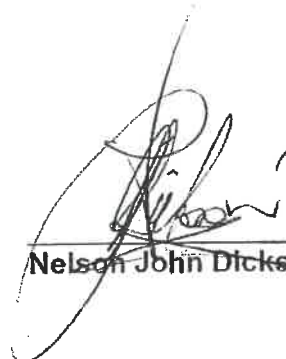
Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

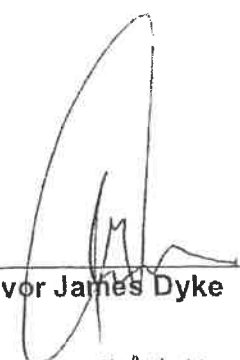
Signed by the Guarantor
Nelson John Dickson
in the presence of:




Nelson John Dickson


J. E. Parry
Signature of Witness
Joanna Evelyn Parry
Name of Witness
76 Lincoln Tai Tapu Rd, RD2, Christchurch
Address of Witness
Clinical Psychologist
Occupation of Witness

Signed by the Assignee
in the presence of:



Trevor James Dyke


Viona Carolina Dyke


Signature of Witness
Pamela Diane Lacey
Name of Witness
Legal Secretary
Occupation of Witness
Alexandra



**David Lawrence Redmond Brett and Bruce Alexander Hutton as the
Trustees of the N J Dickson Property Trust**

"Assignor"

Nelson John Dickson

"Guarantor"

Trevor James Dyke and Viona Carolina Dyke

"Assignee"

**Perpetual Trust Limited as the trustee of the Elison Estate (Te Ana Korako
Trust)**

"Landlord"

**DEED OF ASSIGNMENT OF LEASE OF PREMISES
AT 674 Harington Point Road, Otakou, Dunedin**

**Ian Grant Law
Solicitors
ALEXANDRA**

THIS DEED OF ASSIGNMENT is made the day of February 2020

PARTIES

1. **David Lawrence Redmond Brett and Bruce Alexander Hutton** as Trustees of the N J Dickson Property Trust ("Assignor")
2. **Nelson John Dickson of Dunedin** ("Guarantor")
3. **Trevor James Dyke and Viona Carolina Dyke** both of Alexandra ("Assignee")
4. **Perpetual Trust Limited as the trustee of the Ellison Estate (Te Ana Korako Trust)** ("Landlord")

BACKGROUND

- A. *By a lease dated 08 July 2019 ("the Lease") Perpetual Trust Limited as the trustee of the Ellison Estate (Te Ana Korako Trust) leased 674 Harington Point Road Otakou Dunedin ("the Premises") to David Lawrence Redmond Brett and Bruce Alexander Hutton as Trustees of the N J Dickson Property Trust*
- B. The Assignor wishes to assign all the Assignor's title and interest in the Premises and in the Lease to the Assignee on certain terms that have been agreed.

THIS DEED RECORDS

1. ASSIGNMENT

- 1.1 In consideration of the sum of \$1.00 ("the Purchase Price") paid by the Assignee to the Assignor, the Assignor assigns to the Assignee all the Assignor's estate, interest, rights and title in the Premises and the Lease, with effect from the 14th day of February 2020 ("the Assignment Date").

Handwritten signatures and initials at the bottom right of the page, including a large signature and several smaller initials.

2. COMPLIANCE WITH LEASE TERMS

- 2.1 The Assignor warrants that, as at the Assignment Date, the Assignor will have fully complied with the Assignor's obligations as tenant pursuant to the Lease, including (but without limitation) the obligation to pay rent and outgoings.
- 2.2 The Landlord confirms that, as at the date of this deed, there are no arrears of rent or outgoings and that all covenants to be observed by the Tenant pursuant to the Lease have been observed.
- 2.3 The Assignee covenants with the Assignor, Guarantor and with the Landlord that, as from the Assignment Date until 31 March 2038 ("the Expiry Date") or the sooner termination of the Lease, the Assignee shall keep and perform all of the obligations of the Tenant pursuant to the Lease and, in particular, shall pay the rent specified in the Lease.
- 2.4 The Landlord shall, on each occasion the Assignor requests such information from the Landlord, advise the Assignor of any outstanding non-compliance by the Tenant with the terms of the Lease and for which the Assignor may be liable.
- 2.5 The Assignee indemnifies the Assignor and the Guarantor from and against all losses and expenses that the Assignor may suffer as a result of any failure by the Assignee to comply with any obligation imposed on the Assignee under the Lease from the Assignment Date to the Expiry Date.

3. RENT PAYABLE AS AT DATE OF ASSIGNMENT

- 3.1 The parties acknowledge that, as at the Assignment Date:
- (a) the rent payable pursuant to the Lease is \$1,200.00 plus GST per annum; and
 - (b) the next rent review is due on 1 October 2020.

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2
[Handwritten signature]

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4.1 The Landlord hereby consents to the within assignment of the Lease but without prejudice to the Landlord's rights and remedies pursuant to the Lease.

5. Counterparts

5.1 This Deed may be executed as separate identical parts. In such case a binding Deed is formed when the separate parts, containing the same terms are executed by all parties and all the parts shall then be regarded as one Deed in law, dated the date of signing by the last party. This Deed will not be bind any of the parties to it until this Deed, or separate identical parts have been signed by all parties and delivered to each of the parties or their legal representative(s).

EXECUTION

Signed for and on behalf of
Perpetual Trust Limited
in the presence of:

Authorised Signatory

Authorised Signatory

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

18/11/11
3
[Handwritten signatures and initials]


Signed by the **Assignor**
in the presence of:



David Lawrence Redmond Brett



Bruce Alexander Hutton



Signature of Witness
Patricia May Hutton

Name of Witness
Waukegan, IL

Address of Witness
Retired

Occupation of Witness

Signed by the **Guarantor**
Nelson John Dickson
in the presence of:

Nelson John Dickson


Signature of Witness

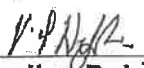
Name of Witness

Address of Witness


Occupation of Witness

Signed by the **Assignee**
in the presence of:



Trevor James Dyke


Viona Carolina Dyke



Signature of Witness
Pamela Diane Lacey

Name of Witness
Legal Secretary
Alexandra

Address of Witness

Occupation of Witness