

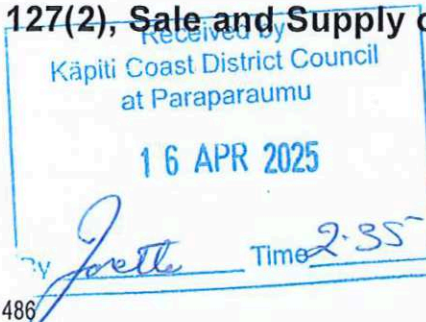
# APPLICATION FOR OFF-LICENCE OR RENEWAL OF OFF-LICENCE



## Form 4, Sections 100 and 127(2), Sale and Supply of Alcohol Act 2012

Send or deliver your application to:

The Secretary  
District Licensing Committee  
Kāpiti Coast District Council  
Private Bag 60601, Paraparaumu 5254  
175 Rimu Road, Paraparaumu 5032  
Telephone (04) 296 4700 Toll Free: 0800 486 486



For Council use

File #

Once this application is complete you may make an appointment for a pre-lodgement meeting with a Licensing Inspector at the numbers given above.

Application forms cannot be accepted by the District Licensing Committee (DLC) over the counter until they have been signed off as complete by the Inspector and a fee category has been calculated. Instructions on how to complete this application are attached at the back of the form.

This application is made in accordance with the particulars set out below:		
<b>1. Application Type</b>		
<input checked="" type="checkbox"/> New Off-Licence	<input type="checkbox"/> Renewal of Off-Licence Licence number:	<input type="checkbox"/> Renewal of Off-Licence with variation of conditions Licence number:
<b>2. Endorsements</b>		
Tick the appropriate box if you want an endorsed licence only		
<input type="checkbox"/> Auctioneer	<input type="checkbox"/> Remote Sales	
<b>3. Details of Applicant</b>		
Full legal name or names to be on licence (if a company, must be a company name):		
Kapiti FC Limited		
Whether licence already held for premises concerned: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, and if 'Yes', state kind of licence		
<b>4. Applicant Status: by reference to section 28 of Sale and Supply of Alcohol Act 2012</b>		
<input type="checkbox"/> Natural person(s)	<input checked="" type="checkbox"/> Private Company	
<input type="checkbox"/> Body Corporate	<input type="checkbox"/> Public Company	
<input type="checkbox"/> Partnership	<input type="checkbox"/> Other (please specify).....	

<b>5. For Applicant that is a Natural Person(s)</b>		
Full legal name: Bradley John Meikle		
Any aliases (and/or maiden name): Brad		
Usual residential address: Number 36	Street: Waerrengea Road	
Suburb: Otaki	City: Otaki	Postcode: 5512
Sex: Male	Occupation: Store Owner	
Date of birth: 28/05/1975	Place of birth: Nelson	
Telephone:	Mobile: 021-673 664	
Email: meikle.brad@gmail.com	Preferred mode of contact: email or phone	
<b>6. For Applicant that is a Body Corporate, Authority under which Incorporated</b>		
<b>7. For Applicant that is <u>Not</u> a Natural Person(s), Details of Contact Person</b>		
Name:	Designation/Position:	
Telephone:	Email:	
Mobile:	Preferred mode of contact:	
<b>8. Postal Address for Service</b>		
Number/Street/PO Box:	Suburb:	
City:	Postcode:	
<b>9. Business Details</b>		
Describe principal business, any other businesses Supermarket		
<b>10. Criminal Convictions</b>		
Does the applicant(s) have any criminal convictions (other than convictions for offences against provisions of the Land Transport Act 1998 not contained in Part 6, and offences to which the Criminal Records (Clean Slate) Act 2004 applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, and if "Yes", then please provide nature of the offence, details of conviction, and penalty imposed.		
<b>11. For a Company whether Incorporated under the Companies Act 1993 or Equivalent Foreign Legislation</b>		
Full Legal Names of Directors: Bradley john Meikle Rochelle Yvonne Meikle		



<b>12. For a Private Company Incorporated under the Companies Act 1993</b>		
Authorised capital: N/A	Paid up capital: Complete	
Name: Kapiti FC Limited	Address: Street number 91	
Street: Mill Road	Suburb: Otaki	
City: Otaki	Postcode: 5512	
Date of birth: 28/05/1975	Place of birth: Nelson	
Designation: Owner / Operator	Face value of shares held: Brad 50% - Rochelle 50%	
<b>13. For a Partnership</b>		
Full legal name of partner:		
Usual residential address: Number	Street:	
Suburb:	City:	Postcode:
Full legal name of partner:		
Usual residential address: Number	Street:	
Suburb:	City:	Postcode:
<b>14. Details of Premises</b>		
Address: Number 91	Street: Mill Road	
Suburb: Otaki	City: Otaki	Postcode: 5512
Trading Name: Fresh Choice Otaki		
<b>If not Owned by Applicant:</b>		
Tenure: (state whether to be held as leasehold, or under tenancy agreement or licence) Lease		
Full legal name of owner: Mount Vision Enterprises Limited		
<b>Landlord Solicitor</b> Anna Coop at Brandons email. <a href="mailto:Andrea.Coop@brandons.co.nz">Andrea.Coop@brandons.co.nz</a> DDI 04 498 3575   Mobile 021 101 3144   Tel 04 472 6904   Fax 04 499 2818		
Address: Number	Street:	
Suburb:	City:	Postcode:
Type: state whether grocery, hotel, retail shop (other than grocery), or tavern Supermarket		
Is the licence conditional on completion of building work: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, and if "Yes", state details:		

<b>15. Details of Duty Manager(s)/Proposed Manager(s)</b> <i>If more than two certified managers please attach details separately</i>	
Full legal name: Please see attached list of team	
Number of manager's certificate:	Expiry Date:
Full legal name:	
Number of manager's certificate:	Expiry Date:
<b>16. Business Details</b>	
<p>Is the sale of alcohol intended to be the principal purpose of business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, and advise the intended principal purpose of business (for example: sale of alcohol, sale of food; entertainment; accommodation).</p> <p>Budgeted sales for the supermarket is \$12,000,000 for year 1.</p> <p>Current sales mix for beer and wine combined is 7.50%</p>	
<p>Is the applicant engaged, or intending to be engaged, in the sale or supply of any goods other than alcohol, non-alcoholic refreshments and food, or in the provision of any services other than those directly related to the sale or supply of alcohol and non-alcoholic refreshments, and food: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - and if "Yes", advise the nature of other goods or services. This is to assess whether other goods and services provided are compatible with the sale of alcohol.</p> <p>Supermarket related products, Grocery, Dairy Deli, Frozen, Bakery, Butchery, Produce, Beer and Wine and general supermarket goods.</p>	
<p>State the days and hours proposed for sale of alcohol (this is your current licensed hours not trading hours):</p> <p>Monday 7:00am to 10:00pm</p> <p>Tuesday 7:00am to 10:00pm</p> <p>Wednesday 7:00am to 10:00pm</p> <p>Thursday 7:00am to 10:00pm</p> <p>Friday 7:00am to 10:00pm</p> <p>Saturday 7:00am to 10:00pm</p> <p>Sunday 7:00am to 10:00pm</p>	
<b>17. Conditions</b>	<b>Doc attached? Number.</b>
<ul style="list-style-type: none"> <li>Write answer below or attach relevant documents that demonstrate compliance.</li> <li>When including attachments please number the hard copies, and in the first column circle 'Yes box and write the document number on '#.....'</li> </ul>	
<p>Describe experience and training of applicant:</p> <p>Please see Doc # 1</p>	<p>Yes / -No</p> <p>#.....1.....</p>



<p>Describe the steps proposed to be taken to prevent the sale and supply of alcohol to prohibited people:</p> <p>Please see Doc # 2</p>	<p>Yes / No #.....2.....</p>
<p>Describe any other steps the applicant proposes to promote the responsible consumption of alcohol (for instance host responsibility practices):</p> <p>Please see Doc # 3</p>	<p>Yes / No #.....3.....</p>
<p>Describe any other systems (including training systems), and staff in place (or to be in place) for compliance with the Act:</p> <p>Please see Doc # 4</p>	<p>Yes / No #.....4.....</p>
<p>Describe any actions that have been taken to ensure the good order and amenity of the locality would not be likely to be:</p> <ul style="list-style-type: none"> <li>• reduced, by more than a minimal extent, by granting the licence; or</li> <li>• increased, by more than a minimal extent, by the refusal to renew the licence.</li> </ul> <p>Please see Doc # 5</p>	<p>Yes / No #.....5.....</p>





Where the premises are a bottle store or tavern off licence, a plan must be provided showing designations and the principal entrance.	Yes / No #.....
For body corporate applicant, please attach a copy of certificate of incorporation (or equivalent document). <i>Not required for renewal unless there have been changes since the last issue or renewal.</i>	Yes / No #.....
Advise if a Crime Prevention Through Environmental Design (CPTED) assessment has been undertaken or any improvements to the design and layout in accordance with CPTED. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, and if 'Yes' attach a copy. If 'No', discuss with the Licensing Inspector if you need to complete a CPTED checklist for this application (see HPA and the Ministry of Justice websites for more information).	Yes / No #.....
If premises owned by another party, please attach an owner's statement or copy of lease to show there is no objection from the owner to the issue of licence to this premise. <i>Not required for a renewal unless the lease or ownership arrangements have changed.</i>	Yes / No #....11.....

#### 19. Further Details where Applicant is a Company

*Include full details of each person who holds 20% or more of the shares, or of any particular class of shares, issued by the company.*

Name: Bradley John Meikle	Address: 36 Waerenga Road	
Suburb: Otaki	Otaki	
Postcode: 5512	Date of birth: 28/05/1975	
Place of birth: Nelson	Designation: Store Owner	
Name: Rochelle Yvonne Meikle	Address: 36 Waerenga Road	
Suburb: Otaki	City: Otaki	
Postcode: 5512	Date of birth: 08/11/1971	
Place of birth: Nelson	Designation: Store Owner	
Name:	Address:	
Suburb:	City:	
Postcode:	Date of birth:	
Place of birth:	Designation:	

Are additional sheets attached? Yes / No - Doc number #.....

#### 20. Further Details where Applicant is a Partnership

Name:	Address:	
Suburb:	City:	
Postcode:	Date of birth:	
Place of birth:	Date:	Signature:
Name:	Address:	
Suburb:	City:	

Postcode:	Date of birth:	
Place of birth:	Date:	Signature:
Name:	Address:	
Suburb:	City:	
Postcode:	Date of birth:	
Place of birth:	Date:	Signature:
Are additional sheets attached?    Yes / No - Doc number #.....		



**21. Signature of Applicant (this must be signed by applicant not their agent)**

I authorise New Zealand Police to disclose any personal information it considers relevant to my application to the Medical Officer of Health and/or the Licensing Inspector for the purpose of assessing my suitability.

Name: Bradley John Meikle

Date: 15/04/2025

Signature:

*B Meikle*

Dated at location: 91 Mill Road, Otaki

**Privacy Statement**

Information contained in your application and any supporting information will be held by Kapiti Coast District Council to enable your application to be processed under the Sale and Supply of Alcohol Act 2012. This information will be made available to the public on request. The information will be provided to the Kapiti Coast District Licensing Committee, the NZ Police, the Medical Officer of Health and Council's Licensing Inspectors. This information may form part of a public hearing of your application before the Kapiti Coast District Licensing Committee and may be used in the Committee's decision for your application. Decisions will be made publically available.

Council is required to keep a statutory register of all applications and the District Licensing Committee's decisions on them. Council is required to report statistics about applications to the Alcohol Regulatory and Licensing Authority. Any member of the public may request access to this information under the Local Government Official Information and Meetings Act 1987. This information may also be used under the Privacy Act 1993. You have the right to see and correct personal information that Council holds about you.

**Method of payment (must be made at time of application)**

☒ I have paid at a Kāpiti Coast District Council Service Centre when I delivered this application.

☐ I have paid by electronic transfer (Council Bank Account Number: 03-0732-0306101-00) and quoted my name and "alcohol" in the reference fields; and

☐ I have included proof of electronic payment with this application.

☐ I have enclosed a cheque with this form.

**How I would like to receive my alcohol licence (please select one only)**

☒ I will collect my alcohol licence – please contact me when it is ready by ☒ Phone or ☒ Email

OR

☐ Please post my alcohol licence to me.

**Next Step:** Once your application is complete, if you would like to make an appointment for an optional pre-lodgement meeting with the Licensing Inspector then please Telephone (04) 296 4700 or Toll Free: 0800 486 486.

- 1 This form must be accompanied by the prescribed fee.
- 2 This form must be accompanied by the required attachments (refer Points 19 or 20).
- 3 Within 20 working days after filing your application with the District Licensing Committee (or 10 working days if it is an application for renewal), the application must be publically notified. The public notice template will be provided on receipt of your application by the Alcohol Licensing Team.

**For Office Use: Application Fee Risk Categories**

☐ Very Low

☐ High

☐ Low

☐ Very High

☐ Medium

Application Fee Payable: \$\_\_\_\_\_ Signature of Licensing Inspector \_\_\_\_\_

Name of Licensing Inspector \_\_\_\_\_ Date: \_\_\_\_\_



## Guidance for Completing Off-Licence Application/Renewal Form

### Background

The object of the Sale and Supply of Alcohol Act 2012 is that the sale, supply, and consumption of alcohol should be undertaken safely and responsibly; and the harm caused by the excessive or inappropriate consumption of alcohol should be minimised.

It is a legal requirement of the Sale and Supply of Alcohol Act 2012 that you must have a licence before you can sell or supply alcohol.

### Before lodging application

Once this application is complete then you must ring and make an appointment for a pre-lodgement meeting with the Licensing Inspector. Please Telephone (04) 296 4700 or Toll Free: 0800 486 486. The application forms cannot be accepted by the DLC over the counter until they have been signed off as complete by the Inspector and a fee category has been calculated.

You should also apply for certificate of compliance with the Resource Management Act and the Building Act from the Kapiti Coast District Council.

### Completing your application

### Who should complete which fields

1	Type of Application	All applicants to complete.
2	Endorsements	Only complete if you are <u>only</u> seeking a licence for use as an Auctioneer, or for remote sales (the 'sale for delivery', or 'sales from a distance').
3	Details of Applicant	All applicants to complete. If a company takes profits must apply in company name.
4	Applicant Status	All applicants to complete.
5	For Applicant that is Natural Person(s)	Only complete if applicant is a natural person. A natural person is an individual.
6	For Applicant that is Body Corporate	Only complete if applicant is a body corporate.
7	For Applicant that is <u>not</u> a Natural Person(s)	Only complete if applicant is a body corporate, partnership, private company or public company.
8	Postal Address for Service	All applicants to complete.
9	Business Details	What is your principal business? For example supermarket/ bottlestore/grocery store.
10	Criminal Convictions	All applicants to complete.
11	For a Company full legal names of directors	Only complete if applicant is a public or private company.
12	For a Private Company	Only complete if applicant is a private company incorporated under the Companies Act 1983.
13	For a Partnership	Only complete if applicant is a partnership.
14	Details of Premises	All applicants to complete.
15	Details of Duty Manager(s)/Proposed Managers	All applicants to complete. If more than two, please attach separately.
16	Business Details	All applicants to complete.

17	Conditions	All applicants to complete.
18	Attachments	All applicants to complete.
19	Further Details where Applicant is a Company	Only complete if private or public company.
20	Further Details where Applicant is a Partnership	Only complete if a partnership.
21	Signature of Applicant	All applicants to complete.

### After your Application is Lodged

#### Public Notices

You are responsible for giving notice in the Kapiti Observer or Kapiti News within 20 working days of the Council formally accepting your application (or 10 working days if it is an application for renewal) and the Council will sent you a template to complete this, along with further information. Unless notified otherwise by a Licensing Inspector, the notice must be published twice and there must not be less than five days and not more than 10 days between the two dates of publication. The notices must be worded according to Form 7 (and in compliance with regulations 36, 37 and 38 of the Sale and Supply of Alcohol Regulations 2013). A Form 7 notice must also be displayed in a conspicuous place on the premises or conveyance to which this application relates for 10 days from the first newspaper notification.



Ref: PB 0061

2 May 2025

Bradley Meikle  
c/o Fresh Choice Otaki  
91 Mill Road  
Otaki.

Dear Bradley,

**Request for Building Certificate under Sale and Supply of Alcohol Act 2012**

<b>Business Name:</b>	Fresh Choice Otaki
<b>Site Address:</b>	91 Mill Road Otaki
<b>Legal Description:</b>	Sections 147B 147C 147D 147E 149 151 Town of Otaki- SUBJ to Easements DP84630 C/T 115/111 30B/314 48C/342 8B/1486
<b>Consent Description:</b>	Building Certificate

This letter serves as a certificate for the purpose of Section 100(f) of the Sale and Supply of Alcohol Act 2012.

This letter is **not** a Code Compliance Certificate, Certificate of Acceptance or Compliance Schedule under Sections 91 to 107 of the Building Act 2004.

This is an existing building that the applicant has declared (see declaration attached to the Building Certificate application form) will not require a change of use or any building work for it to be operated for the use outlined in the declaration. Accordingly, no building consent is required under the Building Act 2004. The applicant is reminded that the building is required to meet the requirements of the New Zealand Building Code to the extent required by the Building Act 2004.

The Council's records show that the building containing the proposed licensed premises is required to have a building warrant of fitness. The building warrant of fitness is current.

Please contact me on 04 296 4700 or 0800 486 486 if you would like to discuss any matters raised in this letter.

Yours sincerely



Steve Cody  
Building Team Manager

**Ref: PB0061**

**9 May 2025**

**Bradley John Meikle  
91 Mill Road  
Otaki 5512**

**Dear Bradley John Meikle**

**Request for Planning Certificate under Sale and Supply of Alcohol Act 2012**

<b>Business Name:</b>	<b>Fresh Choice Otaki</b>
<b>Site Address:</b>	<b>91 Mill Road, Otaki</b>
<b>Legal Description:</b>	<b>SECTIONS 147B 147C 147D 147E 149 151 TOWN OF OTAKI-SUBJ TO EASEMENTS DP 84630 C/T 115/111 30B/314 48C/342 8B/1486</b>
<b>Zone:</b>	<b>Town Centre</b>
<b>Consent Description:</b>	<b>Planning Certificate</b>
<b>Proposal:</b>	<b>Application for a new OFF Licence with change of owner/operator details, and business name.</b>

**This letter serves as a certificate for the purpose of Section 100(f) of the Sale and Supply of Alcohol Act 2012 that the proposed use of the premises meets the requirements of the Resource Management Act 1991, and the Operative Kapiti Coast District Plan 2021.**

### **Category of Activity:**

- **Permitted Activity** Yes
- **Existing Use** Yes
- **Resource Consent Required:** N/A
- **Resource Consents Granted:** RM000371

### **Conclusion**

**This application is for a new Off Licence with change of business name and owner/operator details, to accommodate the proposed activity at the above existing premises.**

**The premises are an existing supermarket, which was originally constructed in 1996 under Building Consent BC960461, operating as a 'Price Chopper' supermarket.**

**Resource Consent (RM000371) was subsequently granted by Council in 2001 to increase the existing Sunday trading hours from 9.00am - 10.00pm to 7.00am - 12.00 midnight.**

**The premises was then refurbished and rebranded as Countdown/Woolworths NZ following the issue of Building Consent (BC100551) in 2010.**

**The Applicant has recently undertaken further redevelopment, including rebranding the premises to 'Otaki Fresh Choice', opening in April this year.**

**During the above timeframe the premises have held an Off Licence since 1996.**

**The Applicant leases the premises from the property owner, Mount Vision Enterprises Limited, who have provided copies of the updated lease agreement signed/co-signed by Directors James Radcliffe, Richard Anderson and Jianfei Li (dated 11.3.2025), and submitted with the application to Council on 16.4.2025.**

**The premises are located within the Town Centre Zone 2021, adjoining land zoned Residential immediately to the north, and an Open Space zone to the northwest, as shown under the Operative Kapiti Coast District Plan 2021.**

**The immediate and surrounding environment predominantly comprises a variety of commercial activities incorporating a variety of retail outlets, cafés, takeaways, theatre and taverns. Residential development including educational facilities and public amenities border the Town Centre, Industrial Service Zones are located further to the South.**

**Resource Consent was not required for the land use as it is a permitted activity. The District Plan provisions apply.**

**As the premises adjoins a Residential Zone, the following District Plan rule (TCZ-R1 -1) pertaining to the permitted hours of operation applies to any activities on site, including the sale of liquor.**



## Rules

TCZ-R1	Any activity that is a <u>permitted activity</u> under the rules in this chapter.
<u>Permitted Activity</u>	<p><b>Standards</b></p> <ol style="list-style-type: none"> <li>Hours of operation for any activity adjoining or facing the <u>Residential Zones</u> shall be limited to between 7.00am and 11.00pm, 7 days a week.</li> <li>The activity must not cause offensive or objectionable odour, <u>dust</u> or smoke at or beyond the <u>boundary</u> of the <u>site</u> on which it is occurring.</li> <li>Light level from the activity must not exceed 10 lux, measured 1.5 metres inside the <u>boundary</u> of any adjoining Rural or <u>Residential Zone</u>.</li> <li><u>Subject sites</u> must be maintained so that they are clear of all rubbish, except <u>waste</u> materials which are temporarily stored pending disposal elsewhere, and all materials (including goods, machinery, vehicles, boxes, crates, pallets and <u>waste</u> material) must be stored in a neat and tidy manner.</li> <li>Activities adjoining the <u>Residential Zones</u> and storage areas containing refuse, by-products or raw materials (unless fronting a service lane) must be screened by a 2 metre high close-boarded fence or shrubs or <u>trees</u> of an equivalent <u>height</u>.</li> </ol>

As previously noted, Resource Consent RM000371 (To extend the trading hours of the 'Price Chopper' supermarket (Otaki), on a Sunday from 9.00am - 10.00pm to 7.00am - 12.00pm midnight), was deemed to be a discretionary activity and subsequently granted by Council in 2001.

All activities shall be carried out in accordance with the conditions imposed under this consent. Copies of the Planning Report and Decision are provided for your information.

The Applicant is advised however, that should the scale and intensity of the existing activity increase, a further resource consent application may be required.

Decision: Approved

Dated: 9 May 2025



Janice Lee  
AUTHORISED OFFICER




Beth Robertson  
AUTHORISED OFFICER

Doc # 1



Kapiti FC Limited  
Cnr Mill Road & Aotaki Street  
Otaki  
5055

To: District Licensing Committee

Please find attached my application for Off Licence for:

Fresh Choice Otaki

My wife, Rochelle and I, have purchased the Countdown business in Otaki from Woolworths NZ and re-branded to Otaki Fresh Choice opening on April 1<sup>st</sup> 2025.

What an amazing journey to get the store open in the short time undergoing a refurbishment with a new look and a focus on fresh.

We have increased the Produce department area, opened up on the area for Bakery and Butchery, now baking bread instore 7 days and also recommission the butchery department with an instore butchery. We have moved Grocery products to new aisles and moved the likes of potato chips out of the Liquor aisle and added water in replacement.

For us as Owner/Operators this feels a much better fit for the aisle and not encouraging underage customers to be shopping for chips right next to the beer and wine.

Our Franchise group of SuperValue and Fresh Choice stores are growing in numbers, and this new store to the group is the 78<sup>th</sup> store over the two banners.

Rochelle and I have been part of the SuperValue Fresh Choice franchise business previously, and successfully ran Parklands SuperValue in Bell Block, New Plymouth for nearly 6 years. Prior to owning our own business, I was the Store Manager for another one of our franchise stores, Richmond Fresh Choice in the Tasman district. I was in is role for three years, a very large supermarket with an average staffing number of 120.

We sold the store in Bell Block and moved to the Wairarapa in 2018 purchasing Featherston SuperValue and continued to run this store until February 2022.

Both Rochelle and I work in our business actively and use the tools that our franchisor supports us with team training platforms, a modern front-end point of sale system that will block age restricted items until the team are satisfied to carry on the sale or decline the transaction.

We have also adopted an in-store '30 Plus' age policy to further enhance the management of the sale of liquor within our business to help minimise the risk and harm in the local community. We have also previously engaged in a Liquor Accord group and attended meetings and workshops held by the DLC.

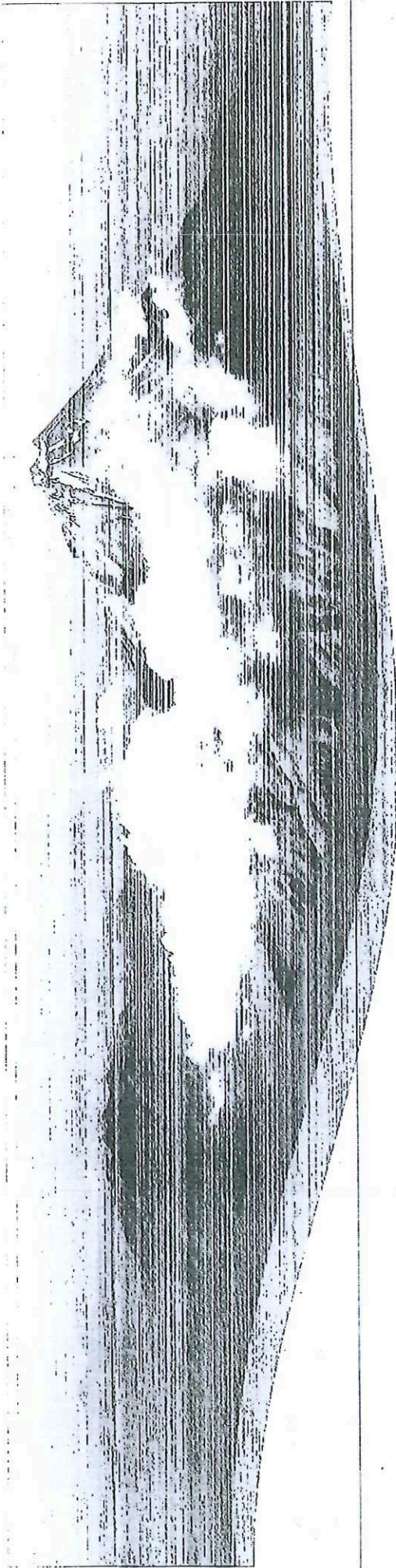
We have moved into a property in Otaki and live a short distance from the store. We look forward to settling into the region and learning more about the town of Otaki and the Kapiti Coast region.

Please don't hesitate to contact for any further information you may require.

Yours sincerely,

Brad Meikle  
91 Mill Road  
Otaki 5512  
021-673 664  
meikle.brad@gmail.com





# DRINKSAFE WORKSHOP

## BEING AN EFFECTIVE BYSTANDER



To provide up-to-date information on the Safer Sale and Supply Of Alcohol Act 2012

Bel Black Supervalue  
Business

Brad Meikle  
Staff Member

[Signature]  
Signature

[Signature]  
Signature

[Signature]  
Signature

24-11-15  
Date



Te Kaunihara-ā-Rohe o Ngāmotu  
**NEW PLYMOUTH DISTRICT COUNCIL**  
newplymouthnz.com



New Zealand  
**POLICE**  
Ngā Pirihimana o Aotearoa



TARANAKI DISTRICT HEALTH BOARD





# Taranaki Region OFF LICENCE ALCOHOL ACCORD

To adopt and promote the safe and responsible sale and supply of alcohol within the Taranaki region, with the aim of minimising the incidence of alcohol-related harm, through: • Quality Business Practices • Effective Discussion • Positive Action by all parties to this Accord

Parklands Supervalue

*[Signature]*

Premise

Licensee

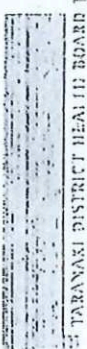
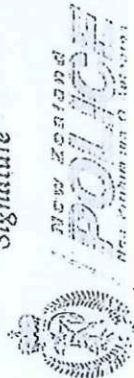
*[Signature]*  
Signature

*[Signature]*  
Signature

*[Signature]*  
Signature

10 Dec 2013

Date





**Tāke e whakamārama**

**Brad Meikle**

attended a

**Drinksafe workshop**

**March 2014**

**Presented by**

New Plymouth District Council  
New Plymouth Police  
Taranaki District Health Board

**Changing Attitudes Raising Expectations**

## Document # 2, 3, 4, 5, & 9



### Doc #2

Always have a trained Duty Manager onsite that has a current Managers Licence.

Team training in the effective use of the Point of Sale system we use to operate of Supermarket. The POS system blocks the transaction of any age restricted items scanned and then the team member starts the process of satisfying the keys points to continue the transaction or decline that part of the purchase.

We have new team member inductions carried out onsite, so they are aware from their very first shift the importance of the sale of alcohol with restricted goods training for all team at the Checkout.

Regular ongoing team training and refreshers.

Encouragement for new team to gain their Licence Controller qualification.

### Doc #3

On display are age restricted goods posters and intoxicated posters in the Department and at the POS.

We support our team and give them the confidence to make the decision to decline the sale if they are not satisfied, Underage, Intoxicated, on supply, incorrect or no ID.

I feel one of the biggest risks in a supermarket is the on supply. The team keep a watch of who's around the store, and the possibility of money pooling and/or a large quantity to one person.

We have reduced our opening hours in Winter closing at 9:30pm.

### Doc #4

Our Fresh Choice Academy has good team training and a multiple of questions that the team members must get 100% correct before being able to complete the training course. This course offers the team member a good refresher when carried out regularly rather than just put to one side.

We always have trained supervisors at the front of store and a Duty Manager on site.

As a store owner we are hands on operators and are active in our store also.

We use the STAR and SCAB tools to assist with the transaction and if in doubt the sale is declined.

As mentioned Doc #2 Encouragement for new team to gain their Licence Controller qualification and ongoing team training and refreshers.

Daily sign off for each team checkout team member for restricted goods

### Doc #5

The store has undergone a refurbishment giving a new focus on fresh food and a more spacious layout opening up site-lines will help reduce theft including theft of alcohol.

We have very good CCTV around the internal and external of the store. 29 cameras with room for 3 more on the system. The building is alarmed and monitored after hours.

The building is well lit, and the carpark has good lighting in the darker months of the year.

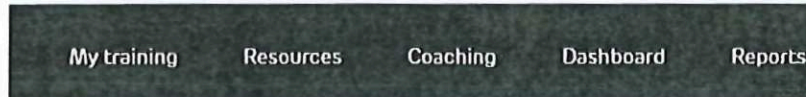
Experienced operators actively running the store that have been trained and understand the impact and harm that alcohol can and does cause in the community and understand the importance of reducing this harm.

Experienced team brought across with the purchase of the business and new experienced team employed



## Doc # 9

**Annual sales** – we have a budget sales target for year 1 to be around \$12,000,000. The sales mix for Beer and wine have been 7.50% of total turnover. In our previous two stores the turnover was similar or slightly higher than here in Otaki.



Intoxication Assessment Tool			
Indicators may include but are not limited to:			
	SOBBER	SOBER	INTOXICATED
<b>S</b> peech	Colours close enough round individuals may be blurry	May be easily within 90 degrees and clearly may state the words becoming less appropriate language plus numbers	Blurring, slurred, losing words, loud, repeated, loss of thought, incoherent, unintelligible
<b>C</b> oordination	Coordinating balance standing without help or support	Stands in a steady manner, no sway or excessive swaying or sway	Spills, stumbles, sways, wobbles, unable to stand, unable to stand without or with support
<b>A</b> ppetite	Not clear eyes, alert	Yours or both eyes are clear and alert	Blurred eyes, eyes closed, pupils to look, look away, dazed
<b>B</b> ehavior	Relaxing slightly but may be not relaxed	Our body is relaxed, no excessive or any action, a genuine, easygoing, but alert	Excessive, inappropriate actions or language, aggressive, wild, judgment, excessive behavior, giving their behavior
	Monitor & remove responsibly		Deny & remove

### Identification

If you are unsure of a customer's age and think that they look under 30 years, always ask them for identification.

By law, the only acceptable ID is photographic ID that is one of the following:

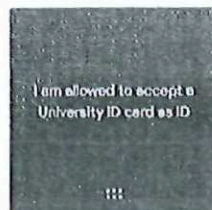
- New Zealand Drivers License
- Passport
- Kiwi Access Photo ID Card
- HANZ 18+ Card



Always check the photo. It is common for people to use someone else's ID and gamble that the photo will not be looked at

If the customer has been asked for ID, the date of birth must be entered into the POS

Remember: No ID, no sale. No excuses.



This is false

This is true

Doc # 6

## Fire Evacuation Statement

*This statement must be accompanied with all new or renewal applications for on-licence (including BYO licences), off-licence, special and club licences in accordance with section 100 and 127 of the Sale and Supply of Alcohol Act 2012.*

### 1. Applicant details

Premises name: Fresh Choice Otaki

Applicants name:  
(Individual or Company) Kapiti FC Limited

Premises address: 91 Mill Road, Otaki 5512

Contact phone: Home: Mobile: 021-673 664

Contact email: meikle.brad@gmail.com

### 2. Fire evacuation scheme

Most commonly a building requires an evacuation scheme because it is used for the following purposes:

- The gathering together, for any purpose of 100 or more persons:
- Providing employment facilities for 10 or more persons:
- Providing accommodation for more than 5 persons (other than in 3 or fewer household units):
- Storing or processing hazardous substances in quantities exceeding the minimum amounts prescribed in Schedule 3 of the Fire and Emergency New Zealand (Fire Safety, Evacuation Procedures, and Evacuation Schemes) Regulations 2018.

See Fire and Emergency New Zealand Act 2017 section 75 and 76 for further information.

*If you are unsure that the building has or requires an approved evacuation scheme, check with the building owner. For the requirements of an evacuation scheme or to apply for an evacuation scheme, refer to Fire and Emergency New Zealand web site. [www.fireandemergency.nz](http://www.fireandemergency.nz) or Contact Fire and Emergency New Zealand, [wellingtondistrict-rteams@fireandemergency.nz](mailto:wellingtondistrict-rteams@fireandemergency.nz).*

## Statement

I hereby state that (tick one):

☒ the **owner** of the building in which the premises are situated provides and maintains an evacuation scheme as required by section 76 of the Fire and Emergency New Zealand Act 2017;

OR

☐ because of the building's current use, its owner is not required to provide and maintain such a scheme;

OR

☐ because of the nature of the building, its owner is exempt from the requirement to provide and maintain such a scheme.

### NOTE:

*If an approved evacuation scheme is not required, the building must have evacuation procedures that meet Part 1 of the Fire and Emergency New Zealand (Fire Safety, Evacuation Procedures, and Evacuation Schemes) Regulations 2018 – this does not require approval by Fire and Emergency New Zealand.*

Name:

Brad Meikle

Signature:



Date:

15/04/2025

## Submitting applications

Email completed forms to: [licence.application@kapiticoast.govt.nz](mailto:licence.application@kapiticoast.govt.nz)

Post to:

Alcohol Licensing Team  
Kāpiti Coast District Council  
Private Bag 60601  
Paraparaumu 5254

or deliver to:

Kāpiti Coast District Council  
175 Rimu Road  
Paraparaumu



Doc # 7



## NOTICE OF REGISTRATION

### Food Control Plan

A food control plan is designed to identify, control, manage, and eliminate or minimise hazards or other relevant factors for the purpose of achieving safe and suitable food, and is based on the principles of HACCP (or an equivalent programme). Pursuant to section 59 of the Food Act 2014, the Chief Executive has registered a food control plan in respect of the following operator:

#### Wholesale Distributors Limited

This registration applies to the following business:

#### Kapiti FC Limited, trading as Fresh Choice Otaki

located at

Corner Mills Road and Aotaki Street  
Otaki

This business has been assigned the following Site Registration Number:

**MPI000389/86**

This registration is due to expire on **23 March 2026**


The registration applies to the following scope of operations found on the following page.



A handwritten signature in blue ink, appearing to read 'Shaleen Narayan'.

Shaleen Narayan  
Manager Approvals  
(Acting under delegated authority)  
19 March 2025

## BUILDING WARRANT OF FITNESS - Form 12, Section 108, Building Act 2004

THE BUILDING		
Compliance Schedule No.: <b>CS0228</b>	Next Compliance Schedule Anniversary Date: <b>25 October 2025</b>	
<b>Name:</b> Otaki Woolworths 9498 <b>Address:</b> 91 Mill Road Otaki <b>Level/Unit Number:</b> Single with mezzanine <b>Legal Description of land where building is located:</b> Sections 147B 147C 147D 147E, 149, 151 Town of Otaki - Subj to easements DP84630 <b>Year first constructed:</b> 1996	<b>Current, Lawfully established use:</b> Supermarket <b>Intended life of the building (if 50 years or less):</b> 50 years or less <b>Highest fire hazard category for building use:</b> 4 <b>Location of Building within site/block number:</b> NA <b>Purpose Group:</b>	
THE OWNER (Contact Argest as Agent)	THE AGENT	
<b>Mount Vision Enterprises Limited</b> <b>Mailing address:</b> 25 Rangatira Road, Tawa, Wellington 5028 <b>Street Address/Registered Office:</b> <b>Telephone No.:</b> refer To Agent <b>E-mail Address:</b> [Parameters.paraOwnerEmail] <b>Web Site:</b>	<b>Argest Technical Services Limited</b> <b>Mailing address:</b> PO Box 10145 Wellington <b>Telephone No.:</b> 0800 274 378 <b>E-mail Address:</b> wn@argest.com <b>Web Site:</b> www.argest.com	
SYSTEMS - as per Building Act 2004		
<b>SS2</b> Emergency warning systems <b>SS4</b> Emergency lighting systems <b>SS9</b> Mechanical ventilation or air conditioning systems <b>SS15/2</b> Final exits	<b>SS3/1</b> Automatic door <b>SS7</b> Automatic backflow preventers <b>SS14/2</b> Signs relating to SS1 to SS13 <b>SS15/4</b> Signs for facilitating evacuation	
WARRANT		
The maximum number of occupants that can safely use this building is: <b>226</b>		
The inspection, maintenance, and reporting procedures of the compliance schedule for the above building have been fully complied with during the 12 months prior to the anniversary date stated below.		
The Compliance Schedule is kept at: <b>91 Mill Road Otaki</b>		
<b>ATTACHMENTS:</b>	a) Certificates relating to inspections, maintenance, and reporting (Form 12A) b) Recommendations for amendments to the compliance schedule (Form 11) If any.	
<b>Signature of agent on behalf of and with the authority of the Owner:</b> 	<b>Christine Scammell, Executive Director, Argest Technical Services Limited</b>	<b>Anniversary Date:</b> 25 October 2024 <b>Date of Issue:</b> 30 October 2024 <b>TA:</b> 43 <b>ID:</b> G63498



## Single Alcohol Area



FC OTAKI 11-02-2025



Russell  
McLeagh

# Agreement to assign and vary lease and assign sublease - Countdown Ōtaki

---

## **PARTIES**

Mount Vision Enterprises Limited

**Lessor**

General Distributors Limited

**Assignor**

Kapiti FC Limited

**Assignee**

Bradley John Meikle and Rochelle Yvonne Meikle

**Guarantors**



**NEW ZEALAND**  
COMPANIES OFFICE



**COMPANIES**  
REGISTER

## Company Extract

**KAPITI FC LIMITED**

**9300129**

**NZBN: 9429052517600**

<b>Entity Type:</b>	NZ Limited Company
<b>Incorporated:</b>	17 Dec 2024
<b>Current Status:</b>	Registered
<b>Constitution Filed:</b>	No
<b>Annual Return Filing Month:</b>	November

**Ultimate holding company:** No

### Company Addresses

#### Registered Office

Findex, 20 Oxford Street, Richmond, Richmond, 7020, NZ

#### Address for Service

Findex, 20 Oxford Street, Richmond, Richmond, 7020, NZ

### Directors

MEIKLE, Bradley John  
53 Ariesdale Terrace, Toi Toi, Nelson, 7010, NZ

MEIKLE, Rochelle Yvonne  
53 Ariesdale Terrace, Toi Toi, Nelson, 7010, NZ

### Shareholdings

**Total Number of Shares:** 1,000

**Extensive Shareholdings:** No

500	MEIKLE, Bradley John 53 Ariesdale Terrace, Toi Toi, Nelson, 7010, NZ
-----	---

500	MEIKLE, Rochelle Yvonne 53 Ariesdale Terrace, Toi Toi, Nelson, 7010, NZ
-----	--

For further details relating to this company, check <https://app.companiesoffice.govt.nz/co/9300129>

Extract generated 25 February 2025 08:09 PM NZDT

# Licence Controller Qualification

This is to certify that on  
11 April 2025

## Chantal Marie Taylor

was issued the Licence Controller Qualification recognised by Te Pūkenga,  
incorporating the following NZQA unit standards

NZQA ID

- 4646 Demonstrate knowledge of the Sale and Supply of Alcohol Act 2012  
and its implications for licensed premises
- 16705 Demonstrate knowledge of host responsibility requirements  
as a duty manager of licensed premises

Certificate No: 192906



Gus Gilmore  
Chief Executive  
Te Pūkenga

# Service IQ

 **Te Pūkenga**



## **Notice of Renewal of Manager's Certificate**

### **Section 226, Sale and Supply of Alcohol Act 2012**

To: **SHARON MAY HANSON**

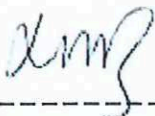
Your manager's certificate is renewed.

Subject to the requirements of the Act relating to the payment of fees, and to the provisions of the Act relating to the suspension and cancellation of managers' certificates, this certificate expires on

**19 July 2025**

unless again renewed.

**DATED** at Tauranga on the 16<sup>th</sup> day of August 2022.



-----  
Secretary, District Licensing Committee  
**Western Bay of Plenty District Council**



SOUTH WAIRARAPA  
DISTRICT COUNCIL  
*Kia Kaitiaki Whānau*

44/CERT/095/2022

**NOTICE OF RENEWAL OF MANAGER'S CERTIFICATE**  
**Section 226, Sale and Supply of Alcohol Act 2012**

**Bradley John Meikle**

Your Manager's Certificate has been renewed.

Subject to the requirements of the Act relating to the payment of fees, and to the provisions of the Act relating to the suspension and cancellation of managers' certificates, this certificate shall expire on the **23rd day of August 2025** unless again renewed.

**DATED** at Martinborough this 15th day of September 2022

Harry Wilson  
Secretary  
South Wairarapa District Licensing  
Committee



**RENEWAL NOTICE**

This certificate replaces certificate number 44/CERT/090/2019  
This certificate shall expire on **23rd day of August 2025** unless otherwise renewed.



## NOTICE OF RENEWAL OF MANAGER'S CERTIFICATE

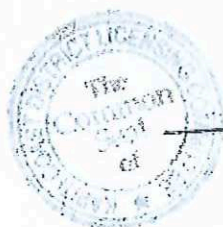
Section 226, Sale and Supply of Alcohol Act 2012

**JANINE EILEEN WOOLLEY**

Your manager's certificate **45/CERT/209/2018** is renewed.

Subject to the requirements of the Act relating to the payment of fees, and to the provisions of the Act relating to the suspension and cancellation of managers' certificates, this certificate expires on **13 May 2025** unless again renewed.

Dated at Paraparaumu on 9 June 2022



---

**Secretary**  
**Kapiti Coast District Licensing Committee**

**Note:** This certificate replaces certificate number **45/CERT/209/2018** issued on 28 May 2019 at Paraparaumu by the Kapiti Coast District Licensing Committee

## NOTICE OF RENEWAL OF MANAGER'S CERTIFICATE


Section 226, Sale and Supply of Alcohol Act 2012

### WAIMAPUNA RAPANA-BROWN

Your manager's certificate **45/CERT/872/2020** is renewed.

Subject to the requirements of the Act relating to the payment of fees, and to the provisions of the Act relating to the suspension and cancellation of managers' certificates, this certificate expires on **4 November 2027** unless again renewed.

Dated at Paraparaumu on 02 December 2024



---

**Secretary**  
**Kapiti Coast District Licensing Committee**

<p><b>Note:</b> This certificate replaces certificate number 45/CERT/872/2020 issued on 23 November 2021 at Paraparaumu by the Kapiti Coast District Licensing Committee</p>
--



## NOTICE OF RENEWAL OF MANAGER'S CERTIFICATE

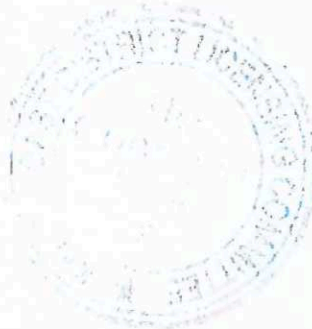
Section 226, Sale and Supply of Alcohol Act 2012

**KEREN JEANETTE MAYBURY**

Your manager's certificate **45/CERT/1077/2022** is renewed.

Subject to the requirements of the Act relating to the payment of fees, and to the provisions of the Act relating to the suspension and cancellation of managers' certificates, this certificate expires on **14 February 2027** unless again renewed.

Dated at Paraparaumu on 18 March 2024



---

**Secretary**  
**Kapiti Coast District Licensing Committee**

<p><b>Note:</b> This certificate replaces the original certificate number 45/CERT/1077/2022 issued on 14 February 2023 at Paraparaumu by the Kapiti Coast District Licensing Committee</p>
--



Te Kaunihera o  
Te Awa Kairangi ki Uta  
Upper Hutt City Council

## NOTICE OF RENEWAL OF MANAGER'S RENEWAL CERTIFICATE

Section 224 of the Sale and Supply of Alcohol Act 2012

To: **Debbie Elizabeth Miller**

Your Manager's Certificate 47/CERT/9784/2021 is renewed.

Subject to the requirements of the Act relating to the payment of fees, and to the provisions of the Act relating to the suspension and cancellation of managers' certificates, this certificate expires on 10<sup>th</sup> August 2025, unless again renewed

DATED at Upper Hutt this **29<sup>th</sup>** day of **June**

2022



Wayne Guppy  
Chair  
Upper Hutt District Licensing Committee

Peter Kelly  
Secretary  
Upper Hutt District Licensing Committee



## RENEWAL OF MANAGER'S CERTIFICATE

Section 228, Sale and Supply of Alcohol Act 2012

**Arahia Tarcisius Ngatai**


**39/CERT/080/2022**

## MANAGER'S CERTIFICATE

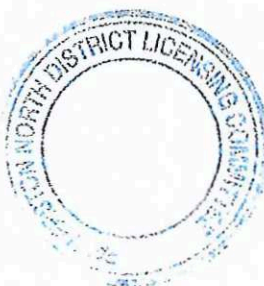
Subject to the requirements of the Act relating to the payment of fees, and to the provisions of the Act relating to the suspension and cancellation of manager's certificates, this certificate shall expire, unless again renewed, on:

**1 September 2026**

**DATED** at Palmerston North this 25<sup>th</sup> day of January 2024



Secretary  
DISTRICT LICENSING COMMITTEE



**UNDERTAKING TO ANY SUPERMARKET/GROCERY STORE – REFER TO DISTRICT LICENSING COMMITTEE**



## Fresh Choice Otaki

Managers Name	Certificate Number	Expiry Date
Arahia Tarcisius Ngatai	39/CERT/080/2022	01-Sept-26
Debbie Elizabeth Miller	47/CERT/9784/2021	10-Aug-25
Keren Jeanette Maybury	45/CERT/1077/2022	14-Feb-27
Waimapuna Rapana-Brown	45/CERT/872/2020	04-Nov-27
Janine Eileen Woolley	45/CERT/209/2018	13-May-25
Bradley John Meikle	44/CERT/095/2022	23-Aug-25
Sharon Hanson	022/CERT/8622/2022	19-Jul-25
<b>Proposed Manager</b>		
Chantal Taylor		



## SCHEDULE 2

### Percentage Rent Formula

1. The Percentage Rent payable by the Assignor for the Assignor's Percentage Rent Period will be calculated in accordance with the following formula:

$$PR = 1.5\% \times \left( GR - \left( \$11,982,115 \times \frac{x}{365} \right) \right)$$

Where:

PR = Percentage Rent for the Assignor's Percentage Rent Period.

GR = the Gross Receipts for the Assignor's Percentage Rent Period.

$x$  = the number of days in the Assignor's Percentage Rent Period.

2. The Percentage Rent payable by the Assignee for the Assignee's Broken Year will be calculated in accordance with the following formula:

$$PR = 1.5\% \times \left( GR - \left( \$11,982,115 \times \frac{x}{365} \right) \right)$$

Where:

PR = Percentage Rent for the Assignee's Broken Year.

GR = the Gross Receipts for the Assignee's Broken Year.

$x$  = the number of days in the Assignee's Broken Year.

10. the guarantee shall extend to any holding over period under the Lease or the Sublease by the Assignee.



## SCHEDULE 1

### Guarantee

In consideration of the Lessor, at the request of the Guarantors (which expression shall include the said persons, or their respective executors, administrators, successors and assigns), entering into this deed, the Guarantors each jointly and severally covenant and agree with the Lessor in respect of both the Lease and the Sublease that:

1. the Guarantors are bound by all of the covenants on the part of the Assignee expressed and implied in the Lease and the Sublease and hereby guarantee to the Lessor the due and punctual payment of the Rent and the due and regular performance of all and each of the said covenants and although, as between the Assignee and the Guarantors, the Guarantors may be merely a surety, yet as between the Guarantors and the Lessor, the Guarantors are a principal debtor (jointly and severally with the Assignee);
2. the Guarantors' liability and obligations to the Lessor shall not be affected or diminished by any indulgence postponement or allowance of time granted by the Lessor to the Assignee or by any assignment of the interest of the Assignee or by any consent by the Lessor to any assignment or by the execution of any covenant to observe perform and keep the covenants herein expressed or implied or by the fact that the Guarantors is not a party to any agreement or arbitration fixing rental or by any other circumstance which would affect the liability of one liable as a surety only;
3. as between the Guarantors and the Lessor, the Guarantors hereby waive all rights (whether of subrogation or otherwise) as surety, legal, equitable, statutory or otherwise, and agree to accept responsibility for the payments and observances and performances guaranteed as if the Guarantors were primarily liable therefor;
4. this guarantee shall continue to be binding upon the Guarantors and the Guarantors' executors, administrators and successors and assigns and shall at all times be enforceable until all Rent and other moneys payable by the Assignee under the Lease and/or the Sublease shall have been paid and until all other obligations and indemnities shall have been performed observed and satisfied despite the winding up, liquidation, dissolution, death or bankruptcy of the Assignee or of the Guarantors;
5. as a separate and independent stipulation, the Guarantors hereby further agree that all moneys not recoverable from the Guarantors on the footing of a guarantee whether by reason of any legal limitation, disability or incapacity on or of the Assignee or by reason of any other act or circumstance whatsoever whether known to the Lessor or not shall nevertheless be recoverable from the Guarantors as sole or principal debtor;
6. the Guarantors agree that the Lessor shall not be obliged to give the Guarantors copies of any notice served by the Lessor on the Assignee pursuant to the Lease or the Sublease or of any breach by the Assignee of the Assignee's obligations under the Lease or the Sublease and that nevertheless the Guarantors shall be and shall remain liable in respect of any such breach by the Assignee;
7. the covenants made or given by the Guarantors shall not be conditional or contingent in any way or dependent upon the validity or enforceability of the covenants of any other person and shall be and remain binding despite that any other person shall not have executed or duly executed this deed or this guarantee and indemnity;
8. the obligations and liabilities of each of the Guarantors shall be joint and several between or among themselves and with the Assignee;
9. the Guarantors hereby indemnify the Lessor against any losses and expenses incurred by the Lessor as a result of any breach of the Lease or the Sublease by the Assignee; and

**KAPITI FC LIMITED** as Assignee by / in the presence of:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Name of director

**BRADLEY JOHN MEIKLE** as Guarantor by / in the presence of:

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
City/town of residence

**ROCHELLE YVONNE MEIKLE** as Guarantor by / in the presence of:

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
City/town of residence



**GENERAL DISTRIBUTORS LIMITED**  
as Assignor by / in the presence of:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director / Authorised Signatory

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Name of Director / Authorised Signatory

In the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
City/town of residence

**SIGNED AS A DEED**

**MOUNT VISION ENTERPRISES LIMITED**

as Lessor by / in the presence of:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
City/town of residence

the other party that the form of electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.



in each case with effect from the Effective Date.

6. **Assignor's covenants with the Assignee:** The Assignor warrants to the Assignee that:
  - (a) the Lease is valid and subsisting;
  - (b) the Rent and other obligations imposed on the lessee under the Lease have been or will be paid and complied with by the Assignor up to the Effective Date;
  - (c) the Sublease is valid and subsisting; and
  - (d) the Rent and other obligations imposed on the sublessee under the Sublease have been or will be paid and complied with by the Assignor up to the Effective Date.
7. **Assignee's covenants:** The Assignee covenants with the Assignor and the Lessor that the Assignee will, on and from the Effective Date observe and perform those covenants, terms and conditions expressed or implied in the Lease (as varied by this deed) and the Sublease which are required to be observed and performed by the lessee and the sublessee, as applicable.
8. **Guarantee:** From the Effective Date, the Guarantors guarantee to the Lessor the performance by the Assignee of all of the Assignee's obligations under the Lease (as varied and extended by this deed) and the Sublease in accordance with the provisions of Schedule 1. The Guarantors acknowledge that they have been advised to seek independent legal advice in respect of this deed.
9. **Lessor consent:** The Lessor consents to the assignment of the Lease and the Sublease contemplated by this deed.
10. **Rebranding and refurbishment:** In accordance with clauses 5.7 and 8.8.1 of the Lease, the Lessor acknowledges that the Assignor has procured certain works to re-brand the Main Premises from a Countdown store to a FreshChoice store, which will be completed prior to the Effective Date.
11. **Compliance with Lease and Sublease:** Except as provided by this deed, the Lessor, Assignor and Assignee covenant that they shall each respectively comply with the obligations imposed on them under the Lease and the Sublease as if those obligations had been repeated in full herein with such modification only as necessary to make them applicable to this deed.
12. **Confirmation:** In all other respects the provisions of the Lease and the Sublease are confirmed.
13. **Costs:** The Assignor shall pay its own and the Lessor's reasonable costs of and incidental to the preparation and execution of this deed, and the Assignee and the Guarantors shall each meet their own costs.
14. **Counterparts:** This deed may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same deed. A party may enter into this deed by signing a counterpart copy and sending it to the other party, including by email.
15. **Electronic Signatures:** The parties agree that either party may sign this deed by electronic means. If a party signs this deed by electronic means, that party represents and warrants to

instalments of \$13,208.33 (excluding GST) and in the manner provided in the Lease for the payment of the Rent; and

- (b) the Rent payable under the Sublease until the same is next reviewed in accordance with the Sublease shall remain as \$4,084.95 (excluding GST) per annum. The Rent shall be paid in equal calendar monthly instalments of \$340.41 (excluding GST) and in the manner provided in the Sublease for the payment of the Rent.

4. **Percentage Rent:** The parties acknowledge and agree that:

- (a) the Assignor will be responsible to pay the Percentage Rent due under the Lease to the Lessor for the period up to and including the Effective Date. The Assignor has paid Percentage Rent for the period ending 10 November 2024 and accordingly the remaining Percentage Rent payable by the Assignor covers the period from 11 November 2024 up to the Effective Date ("**Assignor's Percentage Rent Period**"); and
- (b) the Assignee will be responsible to pay the Percentage Rent due under the Lease to the Lessor for the period from the date immediately following the Effective Date until the end of the then current Lease Year ("**Assignee's Broken Year**"), and all subsequent Lease Years for the balance of the term of the Lease (including any renewals).

The parties agree that the Lessee's Gross Sales for the third year of the current term is \$11,982,115 (exclusive of GST). For the purposes of calculating the Percentage Rent due for each of the Assignor's Percentage Rent Period and the Assignee's Broken Year the deduction on account of the Lessee's Gross Sales for the third year of the current term will be pro-rated for the applicable period.

The Assignor will provide the Lessor with a statement of its Gross Sales for the Assignor's Percentage Rent Period within 20 working days from the Effective Date. The Lessor will calculate the Percentage Rent due for the Assignor's Percentage Rent Period based on the statement of Gross Sales provided and in accordance with the provisions of the Lease and the calculation will be made in accordance with the formula in clause 1 of Schedule 2 to this deed. The Lessor will provide the Assignor with a tax invoice (as that term is defined in the Goods and Services Tax Act 1985) for the Percentage Rent within 10 working days from receipt of the Assignor's statement of Gross Receipts, which the Assignor will promptly pay within 10 working days of receipt.

Within 30 days of the expiration of the then current Lease Year, the Assignee will provide the Lessor with a statement certified by a Chartered Accountant of its Gross Sales in accordance with the provisions of the Third Schedule of the Lease and the calculation of the Assignee's Percentage Rent for the Assignee's Broken Year will be made in accordance with the formula in clause 2 of Schedule 2 to this deed.

5. **Assignment:** The Assignor assigns to the Assignee:

- (a) all the Assignor's estate and interest in the Main Premises and the Lease (as varied by this deed) and the Assignee accepts such assignment; and
- (b) all the Assignor's estate and interest in the Carpark Premises and the Sublease and the Assignee accepts such assignment,



- F. Pursuant to the Agreement, the Assignor has also agreed to assign the Assignor's estate and interest in the Lease and the Sublease to the Assignee and the Assignee has agreed to accept such assignments with effect from the Effective Date. The Lessor has consented to such assignments. The Guarantors have agreed to guarantee the Assignee's performance of the Assignee's covenants and obligations under each of the Lease and the Sublease.
- G. The Lease is varied and assigned, and the Sublease is assigned, in accordance with the provisions of this deed.

## OPERATIVE PROVISIONS

1. **Interpretation:** In this deed, unless the context otherwise requires:
- (a) **"Agreement"** means the agreement to assign and vary lease and assign sublease dated [insert the execution date of the Agreement] between the Lessor, Assignor, Assignee and Guarantors;
  - (b) **"Lessor", "Assignor", "Assignee" and "Guarantors"** include their respective successors, permitted assigns, executors and administrators;
  - (c) terms defined in the Introduction shall have the meanings specified;
  - (d) capitalised terms used in this deed which are not otherwise defined shall have the meanings given to those terms in the Lease or the Sublease (as applicable);
  - (e) words denoting the singular shall include the plural and vice versa;
  - (f) words denoting persons shall include any firm, company or other body whether incorporated or not; and
  - (g) where any party comprises more than one person, each person shall be deemed to have entered into this deed jointly and severally, and the provisions of this deed shall bind such persons jointly and each of them severally.
2. **Variation:** On and from 23 March 2025 ("Effective Date"), the Lease is varied as follows:
- (a) clause 11.5 is deleted in its entirety; and
  - (b) a new clause 12.7 is inserted as follows:  
  
**"Unenforceable provisions"**  
  
12.7 If any provision of this Lease is held to be illegal, invalid or unenforceable (including pursuant to section 28A of the Commerce Act 1986), this will not affect the other provisions in this Lease, which will remain in full force and effect".
3. **Rent:** The parties acknowledge that as at the Effective Date:
- (a) the Basic Annual Rent payable under the Lease until the same is next reviewed in accordance with the Lease shall remain as \$158,500.00 (excluding GST) per annum. The Basic Annual Rent shall be paid in equal calendar monthly



DEED dated

2025

## PARTIES

Mount Vision Enterprises Limited

("Lessor")

General Distributors Limited

("Assignor")

Kapiti FC Limited

("Assignee")

Bradley John Meikle and Rochelle Yvonne Meikle

("Guarantors")

## INTRODUCTION

- A. By deed of lease ("**Lease**") dated 20 May 1997 (and as subsequently renewed and varied by deed of renewal and variation dated 7 June 2015 and renewed and varied by deed of renewal and variation dated 22 March 2021), Sherbar Limited ("**Original Lessor**") leased to Woolworths (New Zealand) Limited ("**Original Lessee**") certain premises ("**Main Premises**") situated at the corner of Aotaki Street and Mill Road, Ōtaki, as comprised within records of title WN115/111, WN8B/1486, WN48C/340, WN48C/341, WN48C/342, and WN30B/314 and more particularly described in and upon the provisions contained in the Lease.
- B. By deed of lease ("**Head Lease**") dated 16 October 1996 (and as subsequently varied and renewed by deed of variation, renewal and rent review dated 17 November 2020), Kapiti Coast District Council leased to the Original Lessor certain premises ("**Carpark Premises**") also situated at the corner of Aotaki Street and Mill Road, Ōtaki, as comprised within record of title WN18D/1285 and more particularly described in and upon the provisions contained in the Head Lease.
- C. By deed of sublease ("**Sublease**") dated 20 May 1997 (and as subsequently varied and renewed by deed of variation and renewal dated 7 December 2020), the Original Lessor subleased to the Original Lessee the Carpark Premises upon the provisions contained in the Sublease.
- D. The Original Lessor's estate and interest in the Lease, the Head Lease and the Sublease are now vested in the Lessor, and the Original Lessee's estate and interest in the Lease and the Sublease are now vested in the Assignor by virtue of an amalgamation of the Original Lessee and the Assignor.
- E. The Lessor, the Assignor, the Assignee and the Guarantors are parties to the Agreement pursuant to which they have agreed to vary certain provisions of the Lease.

# Deed of variation and assignment of lease and assignment of sublease – Countdown Ōtaki

---

## PARTIES

Mount Vision Enterprises Limited

**Lessor**

General Distributors Limited

**Assignor**

Kapiti FC Limited

**Assignee**

Bradley John Meikle and Rochelle Yvonne Meikle

**Guarantors**

Russell  
McLaughh

**SCHEDULE 1**

**Agreed form of Deed**



Russell  
McAugh

**KAPITI FC LIMITED**

as Assignee by:

Bradley John Meikle

Signature of Director

Bradley John Meikle

Name of Director

Rochelle Yvonne Meikle

Signature of Director

Rochelle Yvonne Meikle

Name of Director

**SIGNED by BRADLEY JOHN MEIKLE as**  
Guarantor:

Bradley John Meikle

Bradley John Meikle

In the presence of:

Andrea Taylor

Signature of witness

Andrea Taylor

Name of witness

Property manager

Occupation

Nelson

City/town of residence

**SIGNED by ROCHELLE YVONNE MEIKLE**  
as Guarantor:

Rochelle Yvonne Meikle

Rochelle Yvonne Meikle

In the presence of:

Andrea Taylor

Signature of witness

Andrea Taylor

Name of witness

Property manager

Occupation

Nelson

City/town of residence

Russell  
McLeagh

**SIGNATURES**

**MOUNT VISION ENTERPRISES LIMITED**

as Lessor by:



Signature of Director

Jianfei Li

Name of Director

Signature of Director

Name of Director

In the presence of:

Yanwei Li

Signature of witness

Yanwei Li

Name of witness

Retired

Occupation

61C Rautahi Terrace, redvale, Auckland. 0792

City/town of residence

**GENERAL DISTRIBUTORS LIMITED**

as Assignee by

Signature of Director

Signature of Director / Authorised Signatory

Name of Director

Name of Director / Authorised Signatory

In the presence of:

Signature of witness

Name of witness

Occupation

City/town of residence

Russell  
McAugh

**SIGNATURES**

**MOUNT VISION ENTERPRISES LIMITED**  
as Lessor by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Name of Director

In the presence of:

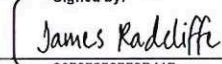
\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

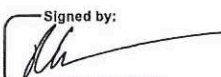
\_\_\_\_\_  
Occupation

\_\_\_\_\_  
City/town of residence

**GENERAL DISTRIBUTORS LIMITED**  
as Assignee by  
Signed by:

  
\_\_\_\_\_  
Signature of Director

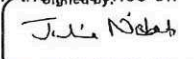
James Radcliffe  
\_\_\_\_\_  
Name of Director

Signed by:  
  
\_\_\_\_\_  
126444C24A7840E

Signature of Director / Authorised Signatory

Richard Anderson  
\_\_\_\_\_  
Name of Director / Authorised Signatory

In the presence of:

  
\_\_\_\_\_  
D43AA432078D493...

Signature of witness

Julie Nisbet  
\_\_\_\_\_  
Name of witness

solicitor  
\_\_\_\_\_  
Occupation  
Auckland  
\_\_\_\_\_  
City/town of residence



Russell  
McAugh

12. **Governing law:** This Agreement is governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this Agreement.

2. **Condition:** This Agreement is conditional upon the SPA becoming unconditional in all respects and the Assignor notifying the Assignee, the Lessor and the Guarantors of the same by 7 March 2025.
3. **Non-satisfaction of condition:** If the SPA Condition is not satisfied by the specified condition date set out in clause 2, then any party to this Agreement may, prior to the SPA Condition being satisfied, cancel this Agreement by giving written notice to the other parties to this Agreement to that effect and this Agreement shall be immediately at an end.
4. **Assignment of Lease and Sublease:** Subject to satisfaction of the SPA Condition, the Assignor shall assign to the Assignee (and the Assignee shall take an assignment of) all of the Assignor's rights, interests and obligations in the Lease and the Sublease on the Effective Date and on the terms contained in the Deed. The Lessor consents to the assignment of the Lease and the Sublease from the Assignor to the Assignee on the terms set out in this Agreement and the Deed.
5. **Guarantee:** Subject to satisfaction of the SPA Condition, in consideration of the Lessor consenting to the assignment of the Lease and the Sublease as contemplated by clause 4, the Guarantors agree to guarantee the Assignee's obligations as lessee under the Lease and sublessee under the Sublease in accordance with the terms set out in the Deed.
6. **Variation of Lease:** Subject to satisfaction of the SPA Condition, the parties agree that the Lease shall be varied on and from the Effective Date in the manner set out in, and in accordance with the terms of, the Deed.
7. **Execution of Deed:** Promptly following the satisfaction of the SPA Condition, the Assignor shall prepare execution copies of the Deed (including without limitation by populating the date of the Agreement, and populating the "Effective Date" with the date of completion under the SPA) and provide copies of the Deed to the Lessor, the Assignee and the Guarantors for execution. The parties shall execute and deliver the executed Deed to each other within 10 Working Days of the execution version being prepared. On and from the date of satisfaction of the SPA Condition until all parties have executed and delivered the Deed, the parties shall be bound by the terms and conditions of the Deed as if the parties had already signed the same.
8. **Confirmation:** In all other respects, the provisions of the Lease are confirmed.
9. **Costs:** The Assignor shall meet its and the Lessor's reasonable costs of and incidental to the preparation and execution of this Agreement and the Deed, and the Assignee and the Guarantors shall each meet their own costs.
10. **Counterparts:** This Agreement may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same Agreement. A party may enter into this Agreement by signing a counterpart copy and sending it to the other party, including by email.
11. **Electronic signatures:** The parties agree that any party may sign this Agreement by electronic means. If a party signs this Agreement by electronic means, that party represents and warrants to the other parties that the form of electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.

Russell  
McAugh

- (c) assign the Assignor's estate and interest in the Lease and the Sublease to the Assignee,

and the Assignee has agreed to purchase such assets, accept such franchise and accept such assignment of the Lease and the Sublease, subject to satisfaction of certain conditions set out in the SPA.

- F. The Lessor has consented to such assignment of the Lease and the Sublease on the terms set out in this Agreement.
- G. As part of agreeing to the assignment of the Lease, with effect on the Effective Date, the parties have also agreed to vary certain other provisions of the Lease in accordance with the provisions of this Agreement.
- H. The Guarantors have agreed to guarantee the Assignee's obligations as lessee under the Lease and as sublessee under the Sublease on the terms set out in this Agreement.

#### AGREEMENT

- 1. **Interpretation:** In this Agreement, unless the context otherwise requires:

- (a) **"Agreement"** means this agreement and includes all schedules;
- (b) **"Deed"** means the agreed form of deed of variation and assignment of lease and assignment of sublease for Countdown Ōtaki attached as Schedule 1 to this Agreement (to be finalised in accordance with clause 7 of this Agreement);
- (c) **"Effective Date"** means the date that completion of the transaction occurs under the SPA;
- (d) **"Lessor", "Assignor", "Assignee" and "Guarantors"** include their respective successors, permitted assigns, executors and administrators;
- (e) **"SPA"** means the agreement for sale and purchase of assets and to grant of franchise (Ōtaki) dated 17 January 2025 between Woolworths New Zealand Limited, the Assignee as franchisee and the Guarantors as guarantors;
- (f) **"SPA Condition"** means the condition in clause 2 of this Agreement;
- (g) terms defined in the Introduction shall have the meanings specified;
- (h) capitalised terms used but not otherwise defined in this Agreement shall bear the same meaning as those terms are given in the Lease or Sublease (as applicable);
- (i) words denoting the singular shall include the plural and vice versa;
- (j) words denoting persons shall include any firm, company or other body whether incorporated or not; and
- (k) where any party comprises more than one person, each person shall be deemed to have entered into this deed jointly and severally, and the provisions of this deed shall bind such persons jointly and each of them severally.



AGREEMENT dated 11 March 2025 2025

## PARTIES

Mount Vision Enterprises Limited

("Lessor")

General Distributors Limited

("Assignor")

Kapiti FC Limited

("Assignee")

Bradley John Meikle and Rochelle Yvonne Meikle

("Guarantors")

## INTRODUCTION

- A. By deed of lease ("**Lease**") dated 20 May 1997 (and as subsequently renewed and varied by deed of renewal and variation dated 7 June 2015 and renewed and varied by deed of renewal and variation dated 22 March 2021), Sherbar Limited ("**Original Lessor**") leased to Woolworths (New Zealand) Limited ("**Original Lessee**") certain premises ("**Main Premises**") situated at the corner of Aotaki Street and Mill Road, Ōtaki, as comprised within records of title WN115/111, WN8B/1486, WN48C/340, WN48C/341, WN48C/342, and WN30B/314 and more particularly described in and upon the provisions contained in the Lease.
- B. By deed of lease ("**Head Lease**") dated 16 October 1996 (and as subsequently varied and renewed by deed of variation, renewal and rent review dated 17 November 2020), Kapiti Coast District Council leased to the Original Lessor certain premises ("**Carpark Premises**") also situated at the corner of Aotaki Street and Mill Road, Ōtaki, as comprised within record of title WN18D/1285 and more particularly described in and upon the provisions contained in the Head Lease.
- C. By deed of sublease ("**Sublease**") dated 20 May 1997 (and as subsequently varied and renewed by deed of variation and renewal dated 7 December 2020), the Original Lessor subleased to the Original Lessee the Carpark Premises upon the provisions contained in the Sublease.
- D. The Original Lessor's estate and interest in the Lease, the Head Lease and the Sublease are now vested in the Lessor, and the Original Lessee's estate and interest in the Lease and the Sublease are now vested in the Assignor by virtue of an amalgamation of the Original Lessee and the Assignor.
- E. Pursuant to the SPA, with effect from the Effective Date, the Assignor and its related companies have agreed to:
- (a) sell the assets comprising Countdown Ōtaki to the Assignee;
  - (b) grant a franchise to the Assignee to operate a FreshChoice store; and

Register: owner ab MOUNT VISION ENTERPRISE: X  
 Title type:  Land district:  Title status:   
 Current owner:

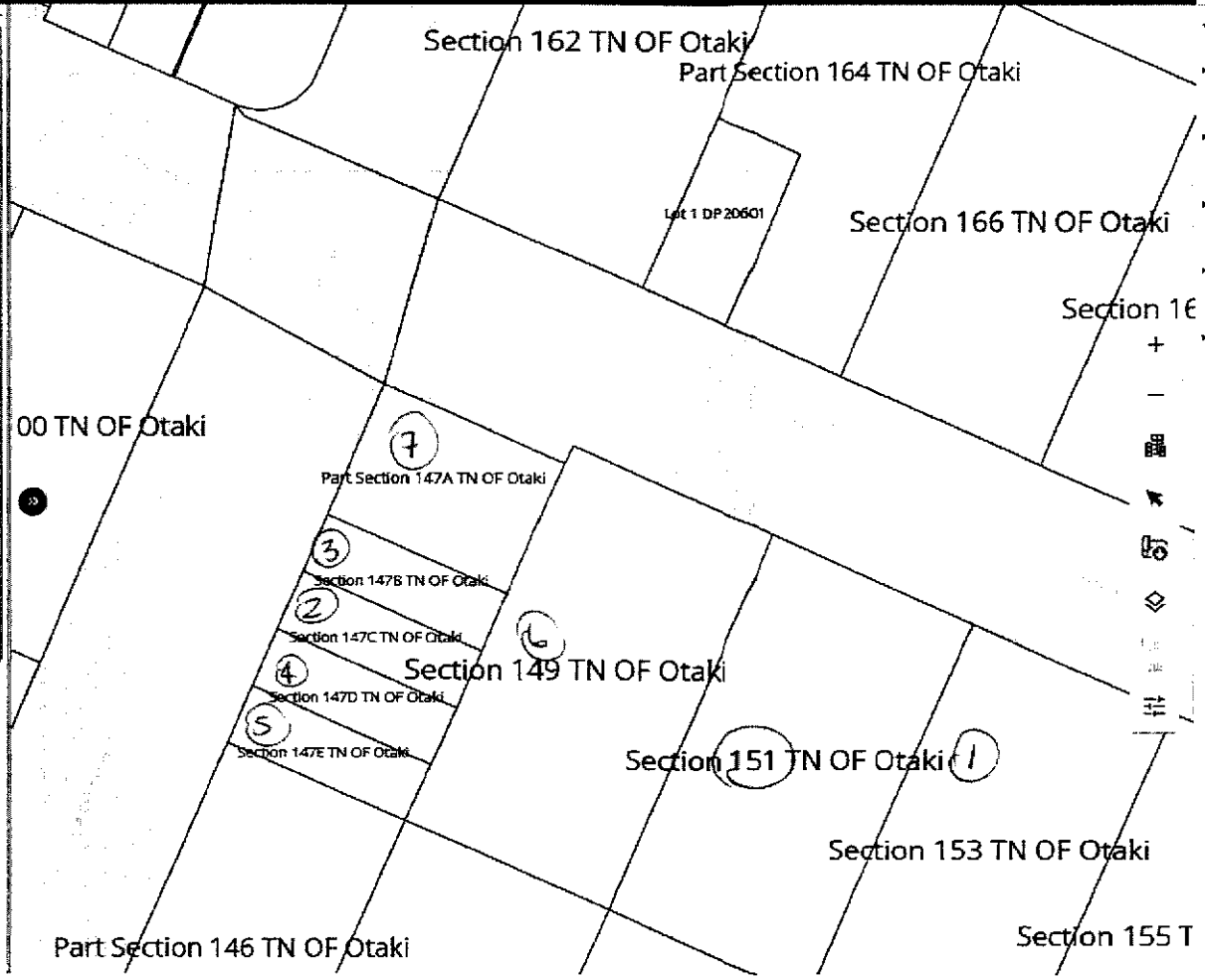
## Search results

Results for MOUNT VISION ENTERPRISES LIMITED:  
6 Records of title

6 selected:

	<input checked="" type="checkbox"/>	Record of title	Registered owners	Title type	Title status	Legal description	Indicate area
①	<input checked="" type="checkbox"/>	WN115/111	Mount Vi...	Fr...	Live	Section 1...	0.0870
②	<input checked="" type="checkbox"/>	WN30B/314	Mount Vi...	Fr...	Live	Section 1...	0.0116
③	<input checked="" type="checkbox"/>	WN48C/340	Mount Vi...	Fr...	Live	Otaki 147...	0.0116
④	<input checked="" type="checkbox"/>	WN48C/341	Mount Vi...	Fr...	Live	Otaki 147...	0.0116
⑤	<input checked="" type="checkbox"/>	WN48C/342	Mount Vi...	Fr...	Live	Otaki Tow...	0.0116
⑥	<input checked="" type="checkbox"/>	WN8B/1486	Mount Vi...	Fr...	Live	Section 1...	0.0870

Can't find what you're looking for?




⑦ carpark - council land



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **WN115/111**

**Land Registration District** **Wellington**

**Date Issued** 27 January 1902

**Prior References**

WNPR2/13

---

<b>Estate</b>	Fee Simple
<b>Area</b>	870 square metres more or less
<b>Legal Description</b>	Section 151 Town of Otaki
<b>Registered Owners</b>	
Mount Vision Enterprises Limited	

---

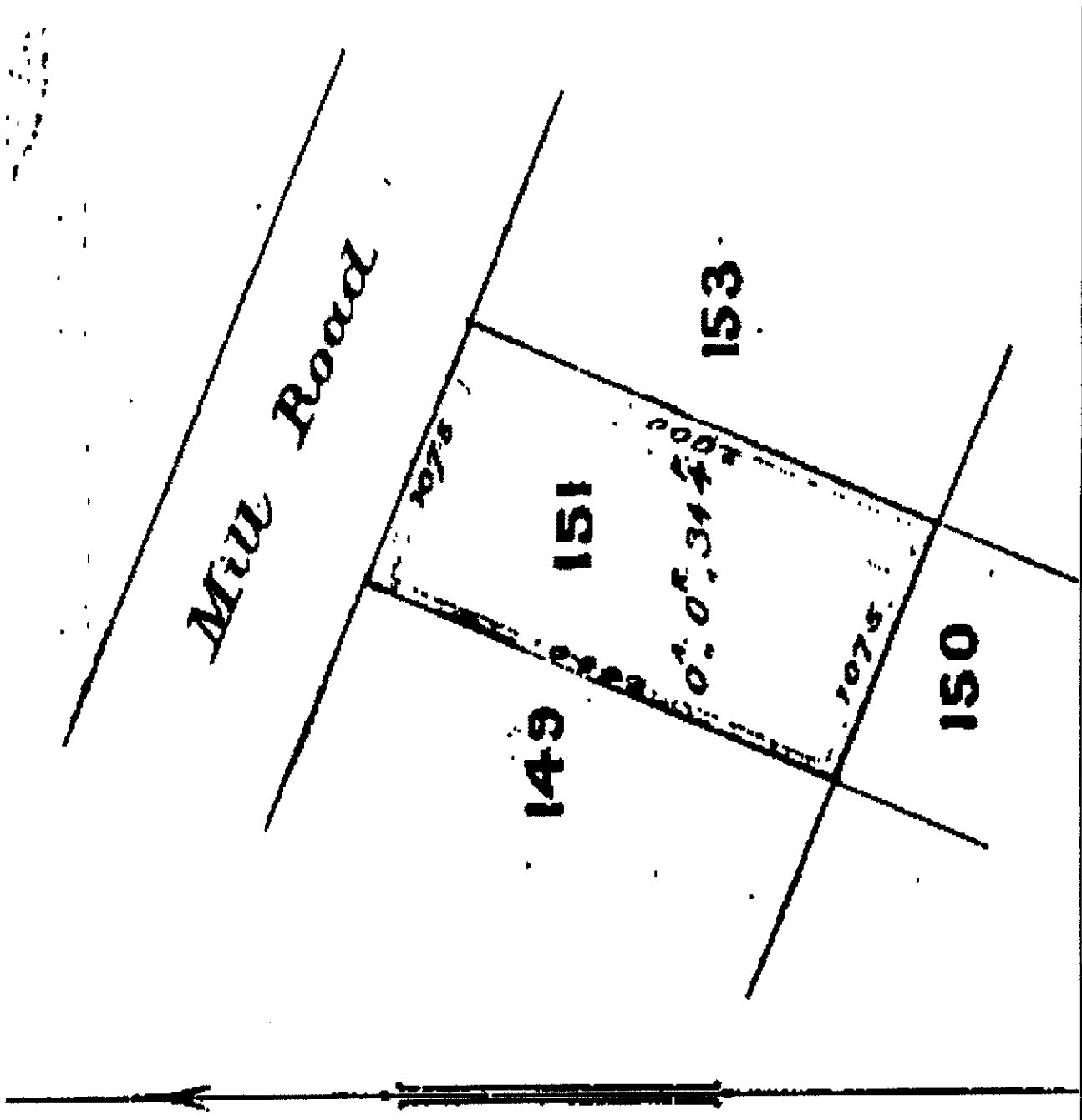
**Interests**

K38384 Special Order imposing Building Line Restriction - 12.4.1953 at 11.03 am

844678 Status Declaration by the Registrar of the Maori Land Court - 12.10.1970 at 11.50 am

Subject to a transmission right (in gross) over part marked C on DP 84630 in favour of Horowhenua Energy Limited  
created by Transfer B627184.4 - 19.11.1997 at 9.03 am







**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **WN30B/314**  
**Land Registration District** **Wellington**  
**Date Issued** 16 February 1987

**Prior References**  
WN151/232

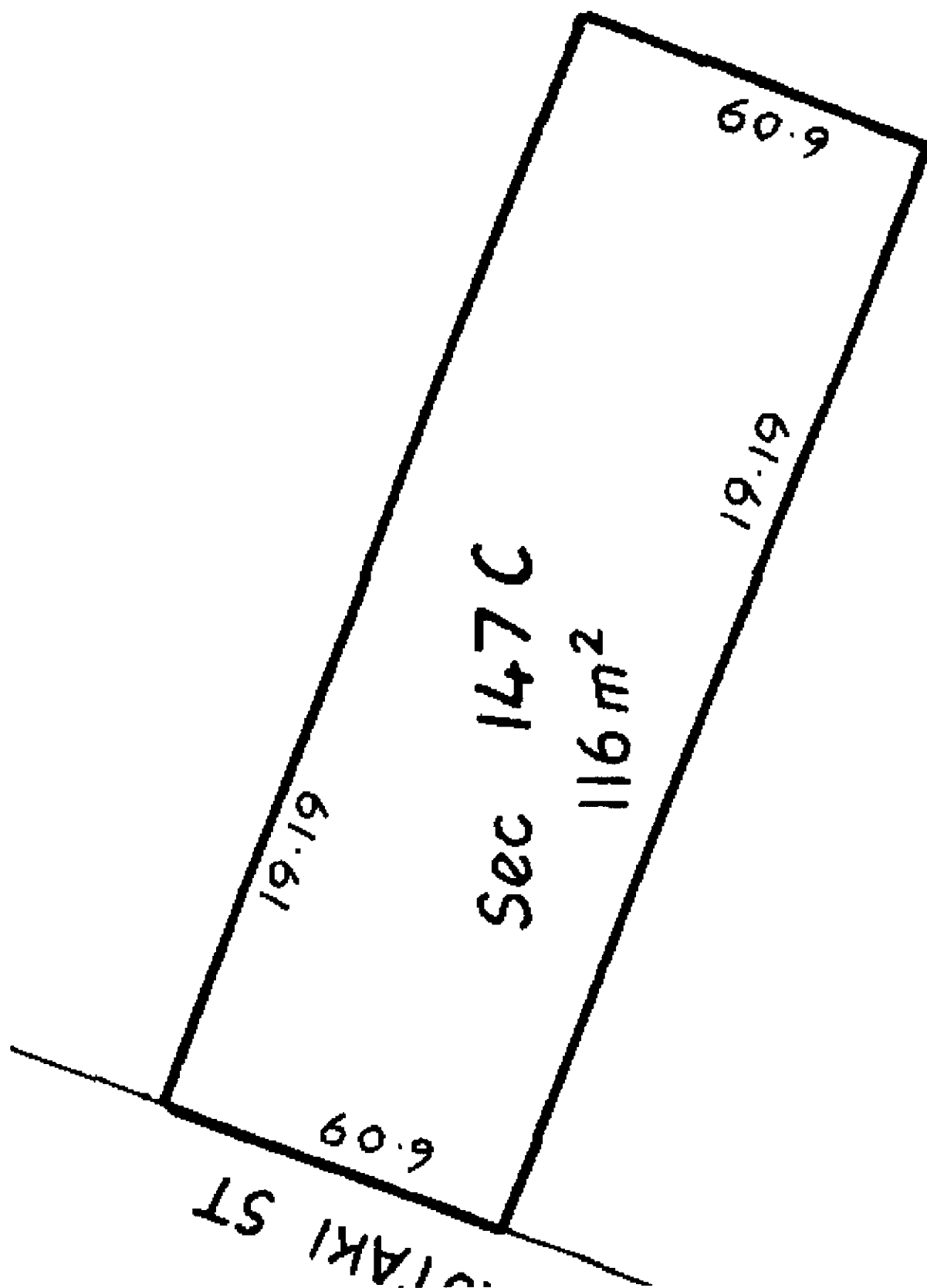
---

**Estate** Fee Simple  
**Area** 116 square metres more or less  
**Legal Description** Section 147C Town of Otaki  
**Registered Owners**  
Mount Vision Enterprises Limited

---

**Interests**

B534636.2 Order pursuant to Section 135 Te Ture Whenua Maori Act 1993 that the within land shall cease to be Maori Freehold Land and shall become General Land - 19.8.1996 at 10.50 am







**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **WN48C/340**  
**Land Registration District** **Wellington**  
**Date Issued** 01 June 1995

**Prior References**  
PO B436801.1 WN151/232

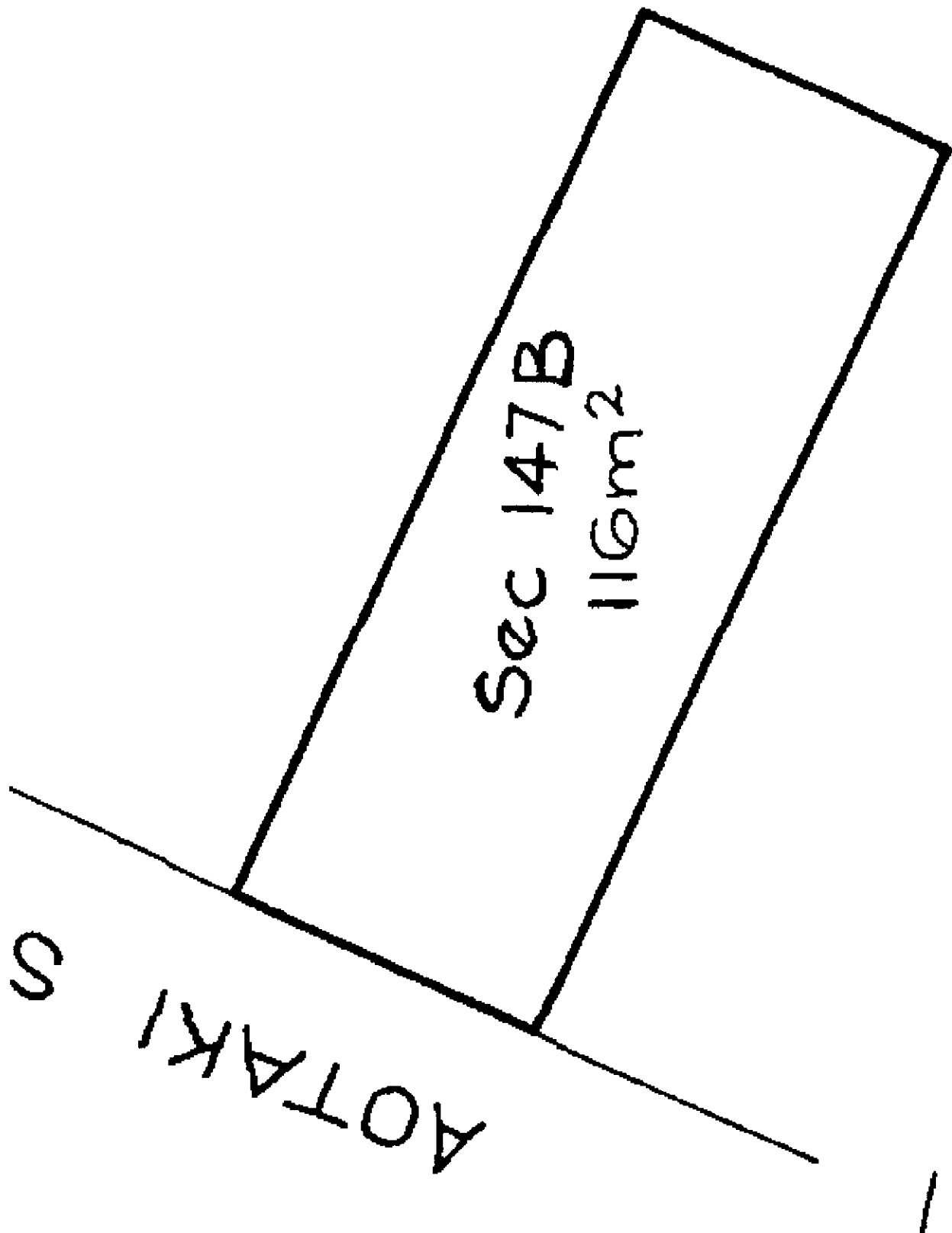
---

**Estate** Fee Simple  
**Area** 116 square metres more or less  
**Legal Description** Otaki 147B Block  
**Registered Owners**  
Mount Vision Enterprises Limited

---

**Interests**

B534636.1 Status order declaring that the status of the within land shall cease to be Maori Freehold Land and shall become General Land - 19.8.1996 at 10.50 am  
Subject to a transmission easement (in gross) over part marked A on DP 84630 in favour of Horowhenua Energy Limited created by Transfer B627184.4 - 19.11.1997 at 9.03 am





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **WN48C/341**

**Land Registration District** **Wellington**

**Date Issued** 22 November 1995

**Prior References**

PO B488421.1 WN151/232

---

**Estate** Fee Simple

**Area** 116 square metres more or less

**Legal Description** Otaki 147D Block

**Registered Owners**

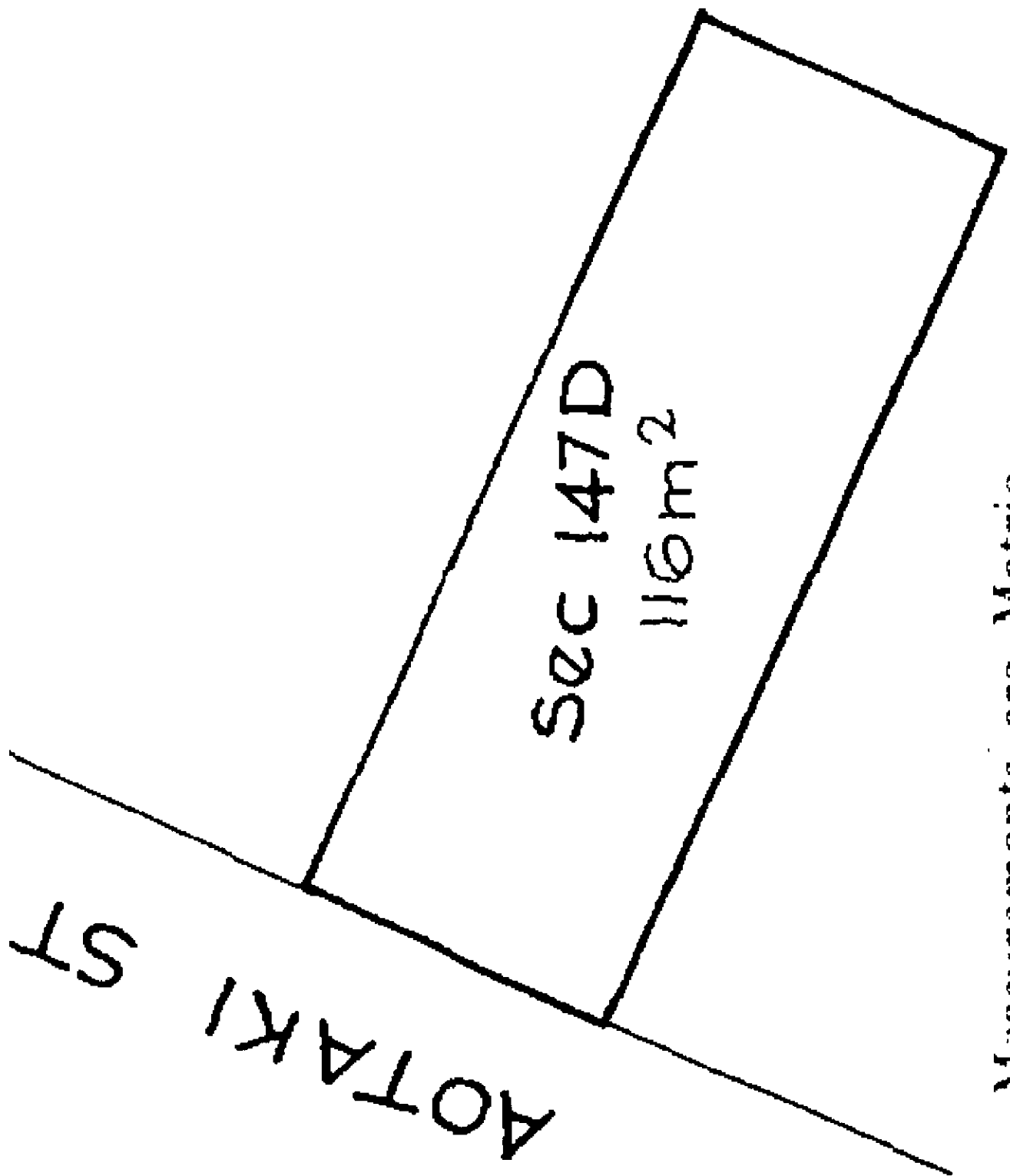
Mount Vision Enterprises Limited

---

**Interests**

B534636.3 Status order declaring that the status of the within land shall cease to be Maori Freehold Land and shall become General Land - 19.8.1996 at 10.50 am








**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **WN48C/342**

**Land Registration District** **Wellington**

**Date Issued** 03 January 1996

**Prior References**

PO B495448.1 WN151/232

---

**Estate** Fee Simple

**Area** 116 square metres more or less

**Legal Description** Otaki Town Section 147E Block

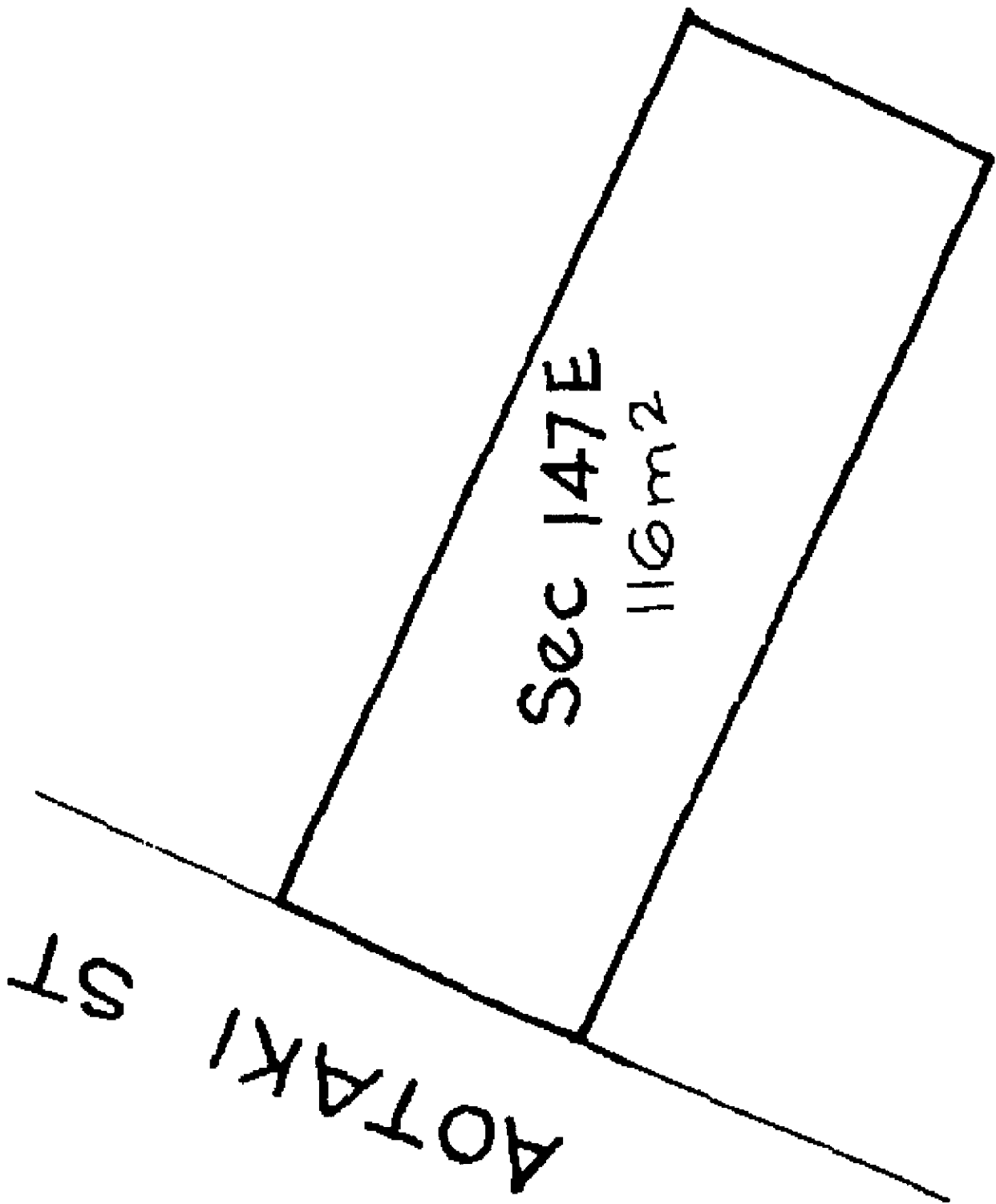
**Registered Owners**

Mount Vision Enterprises Limited

---

**Interests**

B534636.4 Status order declaring that the status of the within land shall cease to be Maori Freehold Land and shall become General Land - 19.8.1996 at 10.50 am








**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **WN8B/1486**

**Land Registration District** **Wellington**

**Date Issued** 12 October 1970

**Prior References**

WN115/110

---

**Estate** Fee Simple  
**Area** 870 square metres more or less  
**Legal Description** Section 149 Town of Otaki  
**Registered Owners**  
Mount Vision Enterprises Limited

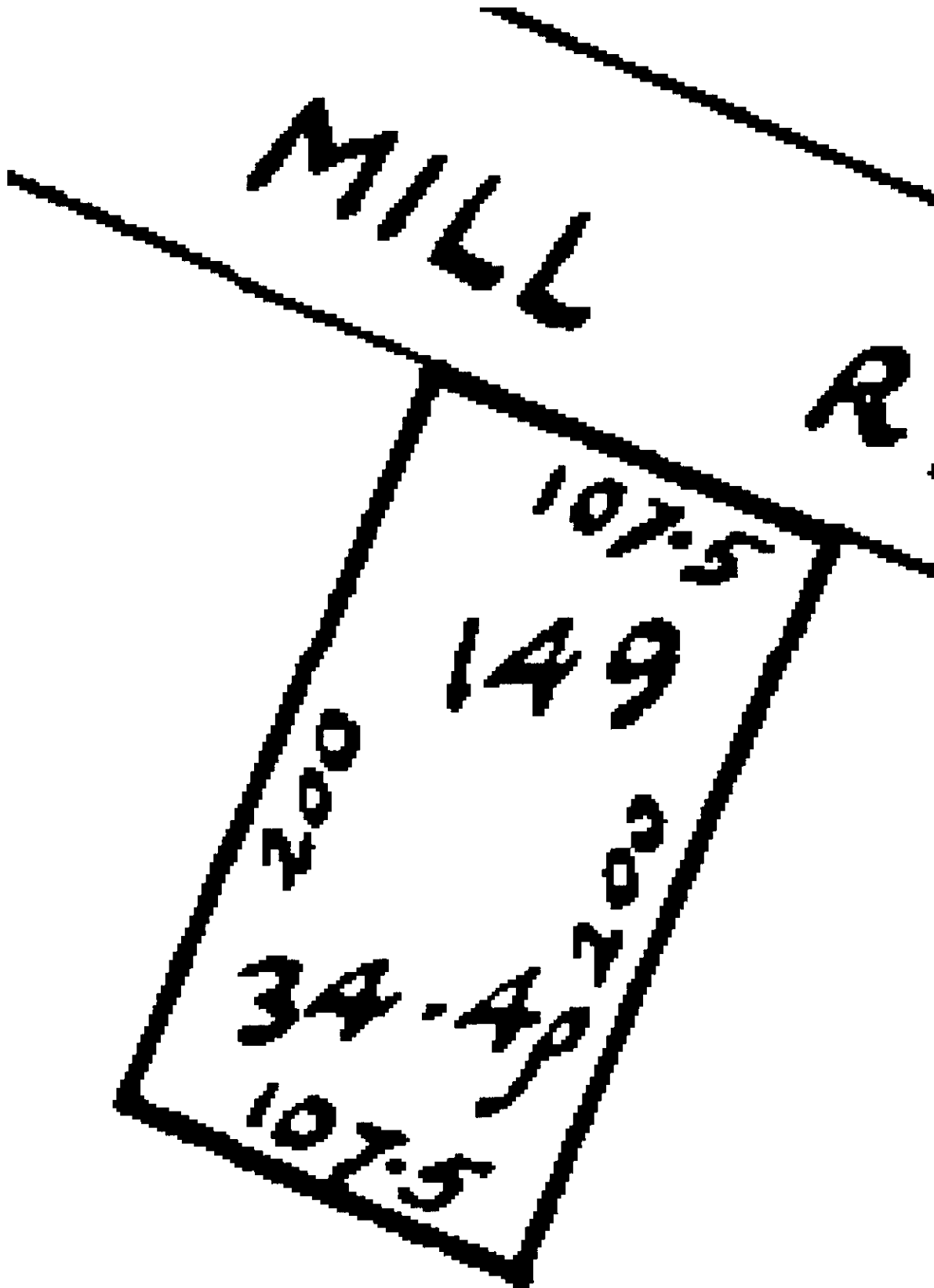
---

**Interests**

K38384 Notice imposing Building Line Restriction

844676 Status Declaration by the Registrar of the Maori Land Court - 12.10.1970 at 11.48 am

Subject to a transmission right (in gross) over part marked B on DP 84630 in favour of Horowhenua Energy Limited  
created by Transfer B627184.4 - 19.11.1997 at 9.03 am





**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **WN18D/1285**

**Land Registration District** **Wellington**

**Date Issued** 20 June 1978

**Prior References**

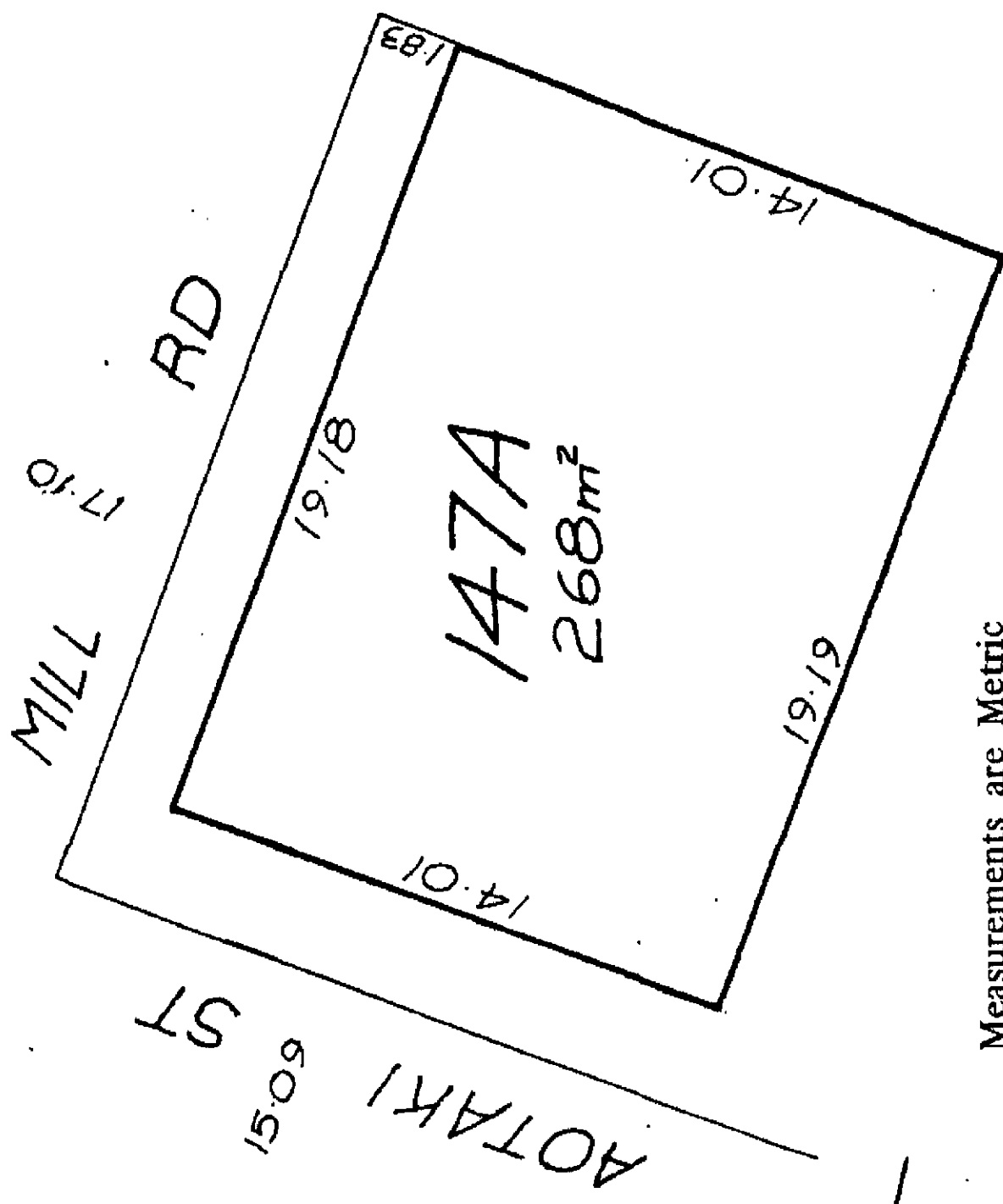
WN151/232

---

<b>Estate</b>	Fee Simple
<b>Area</b>	268 square metres more or less
<b>Legal Description</b>	Otaki Town Section 147A Block
<b>Registered Owners</b>	
Kapiti Coast District Council	

---

**Interests**



Measurements are Metric





# Agreement to assign and vary lease and assign sublease - Countdown Ōtaki

---

## **PARTIES**

Mount Vision Enterprises Limited

### **Lessor**

General Distributors Limited

### **Assignor**

Kapiti FC Limited

### **Assignee**

Bradley John Meikle and Rochelle Yvonne Meikle

### **Guarantors**

**AGREEMENT** dated 11 March 2025 2025

## **PARTIES**

Mount Vision Enterprises Limited

("Lessor")

General Distributors Limited

("Assignor")

Kapiti FC Limited

("Assignee")

Bradley John Meikle and Rochelle Yvonne Meikle

("Guarantors")

## **INTRODUCTION**

- A. By deed of lease ("**Lease**") dated 20 May 1997 (and as subsequently renewed and varied by deed of renewal and variation dated 7 June 2015 and renewed and varied by deed of renewal and variation dated 22 March 2021), Sherbar Limited ("**Original Lessor**") leased to Woolworths (New Zealand) Limited ("**Original Lessee**") certain premises ("**Main Premises**") situated at the corner of Aotaki Street and Mill Road, Ōtaki, as comprised within records of title WN115/111, WN8B/1486, WN48C/340, WN48C/341, WN48C/342, and WN30B/314 and more particularly described in and upon the provisions contained in the Lease.
- B. By deed of lease ("**Head Lease**") dated 16 October 1996 (and as subsequently varied and renewed by deed of variation, renewal and rent review dated 17 November 2020), Kapiti Coast District Council leased to the Original Lessor certain premises ("**Carpark Premises**") also situated at the corner of Aotaki Street and Mill Road, Ōtaki, as comprised within record of title WN18D/1285 and more particularly described in and upon the provisions contained in the Head Lease.
- C. By deed of sublease ("**Sublease**") dated 20 May 1997 (and as subsequently varied and renewed by deed of variation and renewal dated 7 December 2020), the Original Lessor subleased to the Original Lessee the Carpark Premises upon the provisions contained in the Sublease.
- D. The Original Lessor's estate and interest in the Lease, the Head Lease and the Sublease are now vested in the Lessor, and the Original Lessee's estate and interest in the Lease and the Sublease are now vested in the Assignor by virtue of an amalgamation of the Original Lessee and the Assignor.
- E. Pursuant to the SPA, with effect from the Effective Date, the Assignor and its related companies have agreed to:
- (a) sell the assets comprising Countdown Ōtaki to the Assignee;
  - (b) grant a franchise to the Assignee to operate a FreshChoice store; and

- (c) assign the Assignor's estate and interest in the Lease and the Sublease to the Assignee,

and the Assignee has agreed to purchase such assets, accept such franchise and accept such assignment of the Lease and the Sublease, subject to satisfaction of certain conditions set out in the SPA.

- F. The Lessor has consented to such assignment of the Lease and the Sublease on the terms set out in this Agreement.
- G. As part of agreeing to the assignment of the Lease, with effect on the Effective Date, the parties have also agreed to vary certain other provisions of the Lease in accordance with the provisions of this Agreement.
- H. The Guarantors have agreed to guarantee the Assignee's obligations as lessee under the Lease and as sublessee under the Sublease on the terms set out in this Agreement.

## AGREEMENT

1. **Interpretation:** In this Agreement, unless the context otherwise requires:

- (a) **"Agreement"** means this agreement and includes all schedules;
- (b) **"Deed"** means the agreed form of deed of variation and assignment of lease and assignment of sublease for Countdown Ōtaki attached as Schedule 1 to this Agreement (to be finalised in accordance with clause 7 of this Agreement);
- (c) **"Effective Date"** means the date that completion of the transaction occurs under the SPA;
- (d) **"Lessor", "Assignor", "Assignee" and "Guarantors"** include their respective successors, permitted assigns, executors and administrators;
- (e) **"SPA"** means the agreement for sale and purchase of assets and to grant of franchise (Ōtaki) dated 17 January 2025 between Woolworths New Zealand Limited, the Assignee as franchisee and the Guarantors as guarantors;
- (f) **"SPA Condition"** means the condition in clause 2 of this Agreement;
- (g) terms defined in the Introduction shall have the meanings specified;
- (h) capitalised terms used but not otherwise defined in this Agreement shall bear the same meaning as those terms are given in the Lease or Sublease (as applicable);
- (i) words denoting the singular shall include the plural and vice versa;
- (j) words denoting persons shall include any firm, company or other body whether incorporated or not; and
- (k) where any party comprises more than one person, each person shall be deemed to have entered into this deed jointly and severally, and the provisions of this deed shall bind such persons jointly and each of them severally.

2. **Condition:** This Agreement is conditional upon the SPA becoming unconditional in all respects and the Assignor notifying the Assignee, the Lessor and the Guarantors of the same by 7 March 2025.
3. **Non-satisfaction of condition:** If the SPA Condition is not satisfied by the specified condition date set out in clause 2, then any party to this Agreement may, prior to the SPA Condition being satisfied, cancel this Agreement by giving written notice to the other parties to this Agreement to that effect and this Agreement shall be immediately at an end.
4. **Assignment of Lease and Sublease:** Subject to satisfaction of the SPA Condition, the Assignor shall assign to the Assignee (and the Assignee shall take an assignment of) all of the Assignor's rights, interests and obligations in the Lease and the Sublease on the Effective Date and on the terms contained in the Deed. The Lessor consents to the assignment of the Lease and the Sublease from the Assignor to the Assignee on the terms set out in this Agreement and the Deed.
5. **Guarantee:** Subject to satisfaction of the SPA Condition, in consideration of the Lessor consenting to the assignment of the Lease and the Sublease as contemplated by clause 4, the Guarantors agree to guarantee the Assignee's obligations as lessee under the Lease and sublessee under the Sublease in accordance with the terms set out in the Deed.
6. **Variation of Lease:** Subject to satisfaction of the SPA Condition, the parties agree that the Lease shall be varied on and from the Effective Date in the manner set out in, and in accordance with the terms of, the Deed.
7. **Execution of Deed:** Promptly following the satisfaction of the SPA Condition, the Assignor shall prepare execution copies of the Deed (including without limitation by populating the date of the Agreement, and populating the "Effective Date" with the date of completion under the SPA) and provide copies of the Deed to the Lessor, the Assignee and the Guarantors for execution. The parties shall execute and deliver the executed Deed to each other within 10 Working Days of the execution version being prepared. On and from the date of satisfaction of the SPA Condition until all parties have executed and delivered the Deed, the parties shall be bound by the terms and conditions of the Deed as if the parties had already signed the same.
8. **Confirmation:** In all other respects, the provisions of the Lease are confirmed.
9. **Costs:** The Assignor shall meet its and the Lessor's reasonable costs of and incidental to the preparation and execution of this Agreement and the Deed, and the Assignee and the Guarantors shall each meet their own costs.
10. **Counterparts:** This Agreement may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same Agreement. A party may enter into this Agreement by signing a counterpart copy and sending it to the other party, including by email.
11. **Electronic signatures:** The parties agree that any party may sign this Agreement by electronic means. If a party signs this Agreement by electronic means, that party represents and warrants to the other parties that the form of electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.



12. **Governing law:** This Agreement is governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this Agreement.

SIGNATURES

MOUNT VISION ENTERPRISES LIMITED  
as Lessor by:

Signature of Director

Signature of Director

Name of Director

Name of Director

In the presence of:

Signature of witness

Name of witness

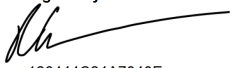
Occupation

City/town of residence

GENERAL DISTRIBUTORS LIMITED  
as Assignee by

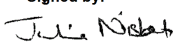
Signed by:  
  
967372767E2D41B  
Signature of Director

James Radcliffe  
Name of Director

Signed by:  
  
126444C24A7840F  
Signature of Director / Authorised Signatory

Richard Anderson  
Name of Director / Authorised Signatory

In the presence of:

Signed by:  
  
D43AA462079D433...  
Signature of witness


Julie Nisbet  
Name of witness

Solicitor  
Occupation  
Auckland  
City/town of residence

SIGNATURES

MOUNT VISION ENTERPRISES LIMITED

as Lessor by:

  
\_\_\_\_\_  
Signature of Director  
Jianfei Li  
\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Signature of Director  
\_\_\_\_\_  
Name of Director

In the presence of:

Yanwei Li  
\_\_\_\_\_  
Signature of witness  
Yanwei Li  
\_\_\_\_\_  
Name of witness  
Retired  
\_\_\_\_\_  
Occupation  
61C Rautahi Terrace, redvale, Auckland. 0792  
\_\_\_\_\_  
City/town of residence

GENERAL DISTRIBUTORS LIMITED

as Assignee by

\_\_\_\_\_  
Signature of Director  
\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Signature of Director / Authorised Signatory  
\_\_\_\_\_  
Name of Director / Authorised Signatory

In the presence of:

\_\_\_\_\_  
Signature of witness  
\_\_\_\_\_  
Name of witness  
\_\_\_\_\_  
Occupation  
\_\_\_\_\_  
City/town of residence

Russell  
McAagh

**KAPITI FC LIMITED**

as Assignee by:

Bradley John Meikle  
Signature of Director

Bradley John Meikle  
Name of Director

Rochelle Yvonne Meikle  
Signature of Director

Rochelle Yvonne Meikle  
Name of Director

**SIGNED by BRADLEY JOHN MEIKLE as  
Guarantor:**

Bradley John Meikle  
Bradley John Meikle

In the presence of:

Andrea Taylor  
Signature of witness

Andrea Taylor  
Name of witness

Property Manager  
Occupation

Nelson  
City/town of residence

**SIGNED by ROCHELLE YVONNE MEIKLE  
as Guarantor:**

Rochelle Yvonne Meikle  
Rochelle Yvonna Meikle

In the presence of:

Andrea Taylor  
Signature of witness

Andrea Taylor  
Name of witness

Property Manager  
Occupation

Nelson  
City/town of residence



## **SCHEDULE 1**

### **Agreed form of Deed**

# Deed of variation and assignment of lease and assignment of sublease – Countdown Ōtaki

---

## **PARTIES**

Mount Vision Enterprises Limited

**Lessor**

General Distributors Limited

**Assignor**

Kapiti FC Limited

**Assignee**

Bradley John Meikle and Rochelle Yvonne Meikle

**Guarantors**

DEED dated

2025

## PARTIES

Mount Vision Enterprises Limited

("Lessor")

General Distributors Limited

("Assignor")

Kapiti FC Limited

("Assignee")

Bradley John Meikle and Rochelle Yvonne Meikle

("Guarantors")

## INTRODUCTION

- A. By deed of lease ("**Lease**") dated 20 May 1997 (and as subsequently renewed and varied by deed of renewal and variation dated 7 June 2015 and renewed and varied by deed of renewal and variation dated 22 March 2021), Sherbar Limited ("**Original Lessor**") leased to Woolworths (New Zealand) Limited ("**Original Lessee**") certain premises ("**Main Premises**") situated at the corner of Aotaki Street and Mill Road, Ōtaki, as comprised within records of title WN115/111, WN8B/1486, WN48C/340, WN48C/341, WN48C/342, and WN30B/314 and more particularly described in and upon the provisions contained in the Lease.
- B. By deed of lease ("**Head Lease**") dated 16 October 1996 (and as subsequently varied and renewed by deed of variation, renewal and rent review dated 17 November 2020), Kapiti Coast District Council leased to the Original Lessor certain premises ("**Carpark Premises**") also situated at the corner of Aotaki Street and Mill Road, Ōtaki, as comprised within record of title WN18D/1285 and more particularly described in and upon the provisions contained in the Head Lease.
- C. By deed of sublease ("**Sublease**") dated 20 May 1997 (and as subsequently varied and renewed by deed of variation and renewal dated 7 December 2020), the Original Lessor subleased to the Original Lessee the Carpark Premises upon the provisions contained in the Sublease.
- D. The Original Lessor's estate and interest in the Lease, the Head Lease and the Sublease are now vested in the Lessor, and the Original Lessee's estate and interest in the Lease and the Sublease are now vested in the Assignor by virtue of an amalgamation of the Original Lessee and the Assignor.
- E. The Lessor, the Assignor, the Assignee and the Guarantors are parties to the Agreement pursuant to which they have agreed to vary certain provisions of the Lease.

- F. Pursuant to the Agreement, the Assignor has also agreed to assign the Assignor's estate and interest in the Lease and the Sublease to the Assignee and the Assignee has agreed to accept such assignments with effect from the Effective Date. The Lessor has consented to such assignments. The Guarantors have agreed to guarantee the Assignee's performance of the Assignee's covenants and obligations under each of the Lease and the Sublease.
- G. The Lease is varied and assigned, and the Sublease is assigned, in accordance with the provisions of this deed.

## OPERATIVE PROVISIONS

1. **Interpretation:** In this deed, unless the context otherwise requires:
  - (a) **"Agreement"** means the agreement to assign and vary lease and assign sublease dated [insert the execution date of the Agreement] between the Lessor, Assignor, Assignee and Guarantors;
  - (b) **"Lessor", "Assignor", "Assignee" and "Guarantors"** include their respective successors, permitted assigns, executors and administrators;
  - (c) terms defined in the Introduction shall have the meanings specified;
  - (d) capitalised terms used in this deed which are not otherwise defined shall have the meanings given to those terms in the Lease or the Sublease (as applicable);
  - (e) words denoting the singular shall include the plural and vice versa;
  - (f) words denoting persons shall include any firm, company or other body whether incorporated or not; and
  - (g) where any party comprises more than one person, each person shall be deemed to have entered into this deed jointly and severally, and the provisions of this deed shall bind such persons jointly and each of them severally.
2. **Variation:** On and from 23 March 2025 ("**Effective Date**"), the Lease is varied as follows:
  - (a) clause 11.5 is deleted in its entirety; and
  - (b) a new clause 12.7 is inserted as follows:
 

**"Unenforceable provisions**

12.7 If any provision of this Lease is held to be illegal, invalid or unenforceable (including pursuant to section 28A of the Commerce Act 1986), this will not affect the other provisions in this Lease, which will remain in full force and effect".
3. **Rent:** The parties acknowledge that as at the Effective Date:
  - (a) the Basic Annual Rent payable under the Lease until the same is next reviewed in accordance with the Lease shall remain as \$158,500.00 (excluding GST) per annum. The Basic Annual Rent shall be paid in equal calendar monthly



instalments of \$13,208.33 (excluding GST) and in the manner provided in the Lease for the payment of the Rent; and

- (b) the Rent payable under the Sublease until the same is next reviewed in accordance with the Sublease shall remain as \$4,084.95 (excluding GST) per annum. The Rent shall be paid in equal calendar monthly instalments of \$340.41 (excluding GST) and in the manner provided in the Sublease for the payment of the Rent.

4. **Percentage Rent:** The parties acknowledge and agree that:

- (a) the Assignor will be responsible to pay the Percentage Rent due under the Lease to the Lessor for the period up to and including the Effective Date. The Assignor has paid Percentage Rent for the period ending 10 November 2024 and accordingly the remaining Percentage Rent payable by the Assignor covers the period from 11 November 2024 up to the Effective Date ("**Assignor's Percentage Rent Period**"); and
- (b) the Assignee will be responsible to pay the Percentage Rent due under the Lease to the Lessor for the period from the date immediately following the Effective Date until the end of the then current Lease Year ("**Assignee's Broken Year**"), and all subsequent Lease Years for the balance of the term of the Lease (including any renewals).

The parties agree that the Lessee's Gross Sales for the third year of the current term is \$11,982,115 (exclusive of GST). For the purposes of calculating the Percentage Rent due for each of the Assignor's Percentage Rent Period and the Assignee's Broken Year the deduction on account of the Lessee's Gross Sales for the third year of the current term will be pro-rated for the applicable period.

The Assignor will provide the Lessor with a statement of its Gross Sales for the Assignor's Percentage Rent Period within 20 working days from the Effective Date. The Lessor will calculate the Percentage Rent due for the Assignor's Percentage Rent Period based on the statement of Gross Sales provided and in accordance with the provisions of the Lease and the calculation will be made in accordance with the formula in clause 1 of Schedule 2 to this deed. The Lessor will provide the Assignor with a tax invoice (as that term is defined in the Goods and Services Tax Act 1985) for the Percentage Rent within 10 working days from receipt of the Assignor's statement of Gross Receipts, which the Assignor will promptly pay within 10 working days of receipt.

Within 30 days of the expiration of the then current Lease Year, the Assignee will provide the Lessor with a statement certified by a Chartered Accountant of its Gross Sales in accordance with the provisions of the Third Schedule of the Lease and the calculation of the Assignee's Percentage Rent for the Assignee's Broken Year will be made in accordance with the formula in clause 2 of Schedule 2 to this deed.

5. **Assignment:** The Assignor assigns to the Assignee:

- (a) all the Assignor's estate and interest in the Main Premises and the Lease (as varied by this deed) and the Assignee accepts such assignment; and
- (b) all the Assignor's estate and interest in the Carpark Premises and the Sublease and the Assignee accepts such assignment,

in each case with effect from the Effective Date.

6. **Assignor's covenants with the Assignee:** The Assignor warrants to the Assignee that:
  - (a) the Lease is valid and subsisting;
  - (b) the Rent and other obligations imposed on the lessee under the Lease have been or will be paid and complied with by the Assignor up to the Effective Date;
  - (c) the Sublease is valid and subsisting; and
  - (d) the Rent and other obligations imposed on the sublessee under the Sublease have been or will be paid and complied with by the Assignor up to the Effective Date.
7. **Assignee's covenants:** The Assignee covenants with the Assignor and the Lessor that the Assignee will, on and from the Effective Date observe and perform those covenants, terms and conditions expressed or implied in the Lease (as varied by this deed) and the Sublease which are required to be observed and performed by the lessee and the sublessee, as applicable.
8. **Guarantee:** From the Effective Date, the Guarantors guarantee to the Lessor the performance by the Assignee of all of the Assignee's obligations under the Lease (as varied and extended by this deed) and the Sublease in accordance with the provisions of Schedule 1. The Guarantors acknowledge that they have been advised to seek independent legal advice in respect of this deed.
9. **Lessor consent:** The Lessor consents to the assignment of the Lease and the Sublease contemplated by this deed.
10. **Rebranding and refurbishment:** In accordance with clauses 5.7 and 8.8.1 of the Lease, the Lessor acknowledges that the Assignor has procured certain works to re-brand the Main Premises from a Countdown store to a FreshChoice store, which will be completed prior to the Effective Date.
11. **Compliance with Lease and Sublease:** Except as provided by this deed, the Lessor, Assignor and Assignee covenant that they shall each respectively comply with the obligations imposed on them under the Lease and the Sublease as if those obligations had been repeated in full herein with such modification only as necessary to make them applicable to this deed.
12. **Confirmation:** In all other respects the provisions of the Lease and the Sublease are confirmed.
13. **Costs:** The Assignor shall pay its own and the Lessor's reasonable costs of and incidental to the preparation and execution of this deed, and the Assignee and the Guarantors shall each meet their own costs.
14. **Counterparts:** This deed may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same deed. A party may enter into this deed by signing a counterpart copy and sending it to the other party, including by email.
15. **Electronic Signatures:** The parties agree that either party may sign this deed by electronic means. If a party signs this deed by electronic means, that party represents and warrants to

the other party that the form of electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.

**SIGNED AS A DEED**

**MOUNT VISION ENTERPRISES LIMITED**  
as Lessor by / in the presence of:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
City/town of residence



**GENERAL DISTRIBUTORS LIMITED**  
as Assignor by / in the presence of:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director / Authorised Signatory

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Name of Director / Authorised Signatory

In the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
City/town of residence

**KAPITI FC LIMITED** as Assignee by / in the presence of:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

**BRADLEY JOHN MEIKLE** as Guarantor by / in the presence of:

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
City/town of residence

**ROCHELLE YVONNE MEIKLE** as Guarantor by / in the presence of:

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
City/town of residence

## SCHEDULE 1

### Guarantee

In consideration of the Lessor, at the request of the Guarantors (which expression shall include the said persons, or their respective executors, administrators, successors and assigns), entering into this deed, the Guarantors each jointly and severally covenant and agree with the Lessor in respect of both the Lease and the Sublease that:

1. the Guarantors are bound by all of the covenants on the part of the Assignee expressed and implied in the Lease and the Sublease and hereby guarantee to the Lessor the due and punctual payment of the Rent and the due and regular performance of all and each of the said covenants and although, as between the Assignee and the Guarantors, the Guarantors may be merely a surety, yet as between the Guarantors and the Lessor, the Guarantors are a principal debtor (jointly and severally with the Assignee);
2. the Guarantors' liability and obligations to the Lessor shall not be affected or diminished by any indulgence postponement or allowance of time granted by the Lessor to the Assignee or by any assignment of the interest of the Assignee or by any consent by the Lessor to any assignment or by the execution of any covenant to observe perform and keep the covenants herein expressed or implied or by the fact that the Guarantors is not a party to any agreement or arbitration fixing rental or by any other circumstance which would affect the liability of one liable as a surety only;
3. as between the Guarantors and the Lessor, the Guarantors hereby waive all rights (whether of subrogation or otherwise) as surety, legal, equitable, statutory or otherwise, and agree to accept responsibility for the payments and observances and performances guaranteed as if the Guarantors were primarily liable therefor;
4. this guarantee shall continue to be binding upon the Guarantors and the Guarantors' executors, administrators and successors and assigns and shall at all times be enforceable until all Rent and other moneys payable by the Assignee under the Lease and/or the Sublease shall have been paid and until all other obligations and indemnities shall have been performed observed and satisfied despite the winding up, liquidation, dissolution, death or bankruptcy of the Assignee or of the Guarantors;
5. as a separate and independent stipulation, the Guarantors hereby further agree that all moneys not recoverable from the Guarantors on the footing of a guarantee whether by reason of any legal limitation, disability or incapacity on or of the Assignee or by reason of any other act or circumstance whatsoever whether known to the Lessor or not shall nevertheless be recoverable from the Guarantors as sole or principal debtor;
6. the Guarantors agree that the Lessor shall not be obliged to give the Guarantors copies of any notice served by the Lessor on the Assignee pursuant to the Lease or the Sublease or of any breach by the Assignee of the Assignee's obligations under the Lease or the Sublease and that nevertheless the Guarantors shall be and shall remain liable in respect of any such breach by the Assignee;
7. the covenants made or given by the Guarantors shall not be conditional or contingent in any way or dependent upon the validity or enforceability of the covenants of any other person and shall be and remain binding despite that any other person shall not have executed or duly executed this deed or this guarantee and indemnity;
8. the obligations and liabilities of each of the Guarantors shall be joint and several between or among themselves and with the Assignee;
9. the Guarantors hereby indemnify the Lessor against any losses and expenses incurred by the Lessor as a result of any breach of the Lease or the Sublease by the Assignee; and

10. the guarantee shall extend to any holding over period under the Lease or the Sublease by the Assignee.



## SCHEDULE 2

### Percentage Rent Formula

1. The Percentage Rent payable by the Assignor for the Assignor's Percentage Rent Period will be calculated in accordance with the following formula:

$$PR = 1.5\% \times \left( GR - \left( \$11,982,115 \times \frac{x}{365} \right) \right)$$

Where:

PR = Percentage Rent for the Assignor's Percentage Rent Period.

GR = the Gross Receipts for the Assignor's Percentage Rent Period.

$x$  = the number of days in the Assignor's Percentage Rent Period.

2. The Percentage Rent payable by the Assignee for the Assignee's Broken Year will be calculated in accordance with the following formula:

$$PR = 1.5\% \times \left( GR - \left( \$11,982,115 \times \frac{x}{365} \right) \right)$$

Where:

PR = Percentage Rent for the Assignee's Broken Year.

GR = the Gross Receipts for the Assignee's Broken Year.

$x$  = the number of days in the Assignee's Broken Year.