



2 September 2026

[REDACTED]

[REDACTED]

[REDACTED]

7 JULY 2026: OFFICIAL INFORMATION ACT REQUEST

In your email dated 7 July 2026 you requested information under the Official Information Act 1982 (OIA) from the New Zealand Film Commission (NZFC). Answers to your specific questions are set out below.

Part One – Office Relocation

Please provide the following information relating to the decision to relocate:

1. *All business cases, options analyses, cost-benefit analyses, financial assessments, or briefing papers prepared in relation to the office relocation.*
2. *All reports, advice, recommendations, presentations, or memoranda provided to the Chief Executive, Board, or senior leadership regarding the relocation.*
3. *The annual cost of the previous premises, including:*
 - *rent;*
 - *operating expenses;*
 - *maintenance costs;*
 - *shared services; and*
 - *any other occupancy costs.*
4. *The projected and actual annual cost of the new premises, including:*
 - *rent;*
 - *operating expenses;*
 - *fit-out costs;*
 - *relocation costs;*
 - *lease incentives (if any);*
 - *maintenance costs; and*
 - *any other occupancy costs.*
5. *Copies of any lease agreements, heads of agreement, or lease summaries for the new premises, with commercially sensitive information redacted where necessary.*
6. *Any analysis comparing the financial or operational benefits and disadvantages of:*
 - *remaining in the previous premises;*
 - *relocating to the new premises; or*
 - *co-locating with another government entity.*
7. *Any documents discussing the impact of the relocation on collaboration with NZ On Air.*
8. *Any correspondence between the New Zealand Film Commission and NZ On Air relating to the relocation.*



This information is attached at **Appendix 1**. Information has been redacted where the documents or correspondence contain information outside the scope of the request or one of the withholding grounds under the OIA applies, in which case the specific ground is noted by the redaction.

Part Two – Procurement and Tender Process

Please provide:

9. *All procurement documents relating to the relocation, including:*
 - *procurement plans;*
 - *Requests for Proposal (RFPs);*
 - *Requests for Tender (RFTs);*
 - *Requests for Quote (RFQs);*
 - *Expressions of Interest (EOIs); or*
 - *any equivalent procurement documentation.*
10. *If no competitive procurement process was undertaken for the selection of the new premises or relocation services, please provide:*
 - *the documented reasons for not undertaking a competitive procurement process;*
 - *any procurement exemption or direct source approval;*
 - *the procurement policy or delegated authority relied upon; and*
 - *the approval documents authorising that procurement approach.*
11. *Copies of any procurement evaluation reports, scoring matrices, moderation reports, recommendations, or decision papers relating to the selection of the new premises or relocation provider.*
12. *Copies of contracts entered into for:*
 - *the lease of the new premises;*
 - *relocation services;*
 - *office fit-out;*
 - *furniture procurement;*
 - *information technology relocation; and*
 - *any other services directly associated with the relocation.*
13. *Details of any approved contract variations, amendments, extensions, or increases in cost relating to the relocation.*

This information is attached at **Appendix 2**. Information has been redacted where the documents or correspondence contain information outside the scope of the request or one of the withholding grounds under the OIA applies, in which case the specific ground is noted by the redaction.

Part Three – Potential Co-location or Merger

Please provide:

14. *All correspondence, briefing papers, reports, meeting notes, aide memoires, or advice discussing:*
 - *co-location with NZ On Air;*
 - *shared accommodation;*
 - *shared corporate services; or*
- 
- 

- 
- *any proposal, review, or consideration of closer organisational integration or merger between the New Zealand Film Commission and NZ On Air.*
 - 15. *Any assessment of how the relocation would affect any current or future proposal for co-location, shared services, or organisational integration.*

Communication with NZ On Air regarding shared co-location and shared accommodation is at **Appendix 1**.

A workshop was held in July 2025 with NZFC CEO, NZFC Strategic Advisor to the CEO, NZ On Air CEO, NZ On Air Head of Funding, NZ On Air Head of Operations, Partnerships and Culture and the Ministry for Culture and Heritage regarding organisational integration between NZFC and NZ On Air. The contents of these workshops are withheld in full under sections 9(2)(f)(iv) and 9(2)(g)(i) of the OIA.

Part Four – Cinema Facilities

Please provide:

- 16. *Any documents assessing the operational impact of relocating from premises that included access to a dedicated cinema or screening facility.*
- 17. *Any analysis of replacement screening facilities, including any projected increase in operating costs associated with hiring external venues.*

This information is provided in **Appendix 1**.

Please note that between July 2025 and June 2026, the NZFC Level 1 screening room was booked 17 times by the NZFC and 16 times by NZ On Air.

Part Five – Royalty Administration

Please provide:

- 18. *Any internal audits, assurance reviews, risk reports, or investigation reports prepared since 1 January 2024 relating to:*
 - *royalty collection;*
 - *royalty distribution;*
 - *delayed royalty payments;*
 - *unclaimed royalties; or*
 - *deficiencies in royalty administration systems.*
- 19. *Any reports provided to the Board or Executive identifying:*
 - *backlogs in royalty processing;*
 - *system failures affecting royalty payments;*
 - *compliance issues; or*
 - *risks associated with royalty administration.*
- 20. *Any documents identifying current performance measures relating to royalty collection and royalty distribution.*





This information is attached at **Appendix 3**. Information has been redacted where the documents or correspondence contain information outside the scope of the request or one of the withholding grounds under the OIA applies, in which case the specific ground is noted by the redaction.

NZFC assessed CIMA, Freeway, FilmChain, Fintage and Screenrights against factors including cost, experience, ability to administer existing arrangements, market feedback, responsiveness, contractual requirements and portfolio suitability, and ultimately selected FilmChain. Detailed assessment is withheld in full under sections 9(2)(b)(ii) and 9(2)(j) of the OIA because it contains non-public, agent-specific commercial information and because release of NZFC's comparative assessment could affect the collection agents' ability to compete and negotiate.

We will be publishing this letter (with your personal information removed) and the appendices on the NZFC website.

The NZFC spent a total of 59 hours working on this response.

Please be aware that you have the right, by way of complaint to an Ombudsman under section 28(3) of the OIA to seek an investigation and review of our response.

Yours sincerely



Tayla Hancock
Principal Advisor, Policy and Insights
New Zealand Film Commission



Wellington office – Stay or go decision

For decision

Strategic Objective: Organisational Health & Capability

Presenter: Karen Anslow/Chris Payne/Karen Larsen

1. Resolution

1.1. The Board resolved to APPROVE the NZFC:

A. commencing negotiations for a new lease at L1/2-12 Allen Street with the goal of relocating to that premises in early 2026.

OR

B. confirming second and final renewal of the lease at Ghuznee Street with associated refit costs.

2. Purpose

2.1. The current lease of the Wellington office on Ghuznee Street is up for its second and final renewal for three years commencing 2 July 2026. The current Deed of Lease has a four-year term commencing 2 July 2019, with two rights of renewal for three years each, which if exercised, trigger market rent reviews on the renewal dates. NZFC invoked the first right of renewal of three years in March 2023.

2.2. The Board is asked to consider whether to remain in the current space for a further period or move to a new space that may better meet NZFC's needs. Four months' notice is required of either intention to renew or vacate, therefore required by 2 March 2026.

3. Executive Summary

3.1. This paper presents options for the Wellington office location:

- a) Move to L1/2-12 Allen Street
- b) Move to 59(2)(b)(ii)
- c) Remain at 119 Ghuznee Street, through invoking the second renewal

3.2. The recommendation is to move to L1/2-12 Allen Street, based on comparative analysis of location, fit-for-purpose design, cost, and strategic alignment. Key risks and financial implications are outlined, with placeholders for any costs yet to be determined.

4. Background

4.1. Our Ghuznee Street premises are now too large for NZFC's needs and would require refit costs to better suit current staff numbers. As of mid-November, we have 15 staff in the Wellington office, one contractor, and one fixed term employee who is in the office once a month. We currently

have 37 desks available in the Wellington office with space for at least 8 more, with three meeting rooms and six offices, as well as the screening room on Level 1.

- 4.2. NZFC engaged property design consultants [Catalyst Group](#) to develop a design brief (available in the resource centre). The creation of the design brief was preceded by meetings with Karen Anslow, Chris Payne and Karen Larsen, and a discovery workshop open to all Wellington-based staff. Using this design brief, staff inspected several sites that met the brief as options for consideration versus staying at the current offices in Ghuznee Street.
- 4.3. NZFC also consulted with the Government Property Office (GPO) at MBIE to compare our current location against the market, and also to investigate if there might be suitable co-tenancies available, or government tenants who could share the Ghuznee office space. While GPO noted NZFC had a very favourable arrangement with the Ghuznee lease, they could find no suitable sharing options available.
- 4.4. NZFC approached NZ On Air to discuss any opportunities that might exist to share, but NZ On Air have recently completed an extensive refit of their office space and did not want any further changes. They share an office with the Broadcasting Standards Authority (6-8 staff) s9(2)(b)(ii)

We also tested the option of swapping offices, but NZ On Air were not interested in that option.

- 4.5. Comparative scoring and features for each site are summarised below.

Options Considered

Criteria	L1/2-12 Allen Street	119 Ghuznee Street	s9(2)(b)(ii)
Cost	Rent \$300/sqm Total rent \$116,700	Rent \$247/sqm, Total Rent \$200,000 + \$24,960 for 8 carparks	
Location	Shared building with CNZ Very close to public transport Close to Embassy Theatre Courtney Place & Waterfront nearby	Shared building with NZ On Air Not on a main bus route	
Space Fit	389m ²	809m ²	
Seismic Rating	70% NBS	70% NBS	
Accessibility	Lift access Ramp into office One floor	s9(2)(b)(ii)	
Meeting rooms	Several smaller meeting rooms; Space to create a Boardroom, additionally we are welcome to use CNZ Boardroom for larger hui		

Criteria	L1/2-12 Allen Street	119 Ghuznee Street	s9(2)(b)(ii)
Condition	Very tidy, little work to be done. Good kitchen and bathrooms.	s9(2)(b)(ii)	
Technology fitout	Minimal required (cost TBC)	Not required	

Other considerations

- 4.6. Co-tenancy – staff have considered the option of sharing the Ghuznee Street premises with another tenant. There are considerable risks associated with this option as no suitable co-tenant has been identified, probably due to there being plenty of office space available with motivated landlords in the current Wellington office market. Even if a suitable tenant could be found, NZFC would need to invest in separating working spaces (estimated at \$x to separate the mezzanine floor), for what may only be a further three-year renewal term.
- 4.7. Carparking – plenty of carparking (8) currently available at Ghuznee Street. To achieve parity with staff at the Auckland office who have access to rostered carparking, we would need to consider leasing carparks nearby and/or incentivising use of public transport at the Allen Street locations.
- 4.8. Screening Room – the Level 1 screening room has been a source of pride for NZFC in the past but is now very rarely used. NZFC could consider removing this from the footprint at Ghuznee Street to reduce the rent but having looked at this option before it wasn't particularly beneficial overall. It would still incur make-good costs, and the need to renegotiate with the landlord s9(2)(b)(ii)
 If we were to move to a new premises, we recommend coming to an arrangement with a nearby cinema/screening room to utilise their facilities as/when required (as is the case in Auckland).
- 4.9. Staff have expressed a strong preference for non-gendered toilets with separated spaces, as currently available in Ghuznee Street (i.e. each bathroom contains its own sink and is completely enclosed, rather than being one of a number of stalls). A similar setup is available at L1/2-12 Allen Street, whereas bathrooms at s9(2)(b)(ii) would be shared with other tenants. There would be space at s9(2)(b)(ii) to create our own bathrooms if the budget allowed.
- 4.10. All three locations have plenty of natural light and are a good fit for the NZFC brand.

5. Financial implications

- 5.1. A shift to smaller premises (albeit with a higher cost per square meter) will result in an overall decrease in annual costs and a decrease in overall carbon emissions.

	2/12 Allen Street	s9(2)(b)(ii)	Ghuznee Street
Annual Rent	\$ 116,700.00		\$200,000.00
Annual Opex	\$ 61,073.00		\$153,095.00
Square meters	389		809
Rent per square meter	\$ 300.00		\$ 247.16
Opex per square meter	\$ 157.00		\$ 189.19
Overall PA cost	\$ 177,773.00	\$ 200,730.00	\$353,095.00
Carpark (*8)			\$ 24,960.00
Potential annaul savings	\$ 175,322.00	\$ 152,365.00	
Make good costs			\$155,000.00
Budget for new premises (including technology fitout and moving costs)			[TBC]
Estimated total spend			[TBC]

Financials

- A move from Ghuznee Street will require 'make good' requirements as noted in the lease. These works have been estimated at \$155,000 in FY24/25.
- No major purchase of new furniture and/or equipment will be required.
- Technology fitout will be required and is to be quoted. Technology hardware will be transferred from the existing office. The on-premise server room in Wellington was relocated in October 25 as part of the move to an outsourced model for technology.
- Minor fitout costs will be required depending on the option chosen.

6. Risk analysis

- 6.1. There remains a potential for NZFC to consolidate with NZ On Air, s9(2)(b)(ii) NZFC needs to continue to operate effectively in the interim and make decisions based on its requirements.
- 6.2. Remaining at Ghuznee Street without any changes risks ongoing negative impact on staff culture due to the oversized and unsuitable space. Some staff - particularly those in the less populated areas of the premises - struggle to connect and are more inclined to work from home.
- 6.3. There is a risk of disruption during relocation or refit which can be mitigated by good planning, stakeholder engagement and a long lead-time for implementing either scenario.

Consultation

Name	Date of consultation
Wellington staff workshop	20 October 2025
Catalyst	Various
Government Property Office	October 2025
MC Property Group	Various



CEO Overview

June 2026

For: Noting

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s9(2)(b)(ii)

6. Office Relocation Update

Key updates

- The agreement to lease was signed by Graeme Mason after the landlord agreed to include the seismic rating in the lease and also provided engineering reports supporting the rating.
- Planned move-in date of 30 June 2026.
- The project is currently approximately one week behind the original schedule due to contract and budget refinements.
- Current total project budget stands at \$248,748 including \$10,000 contingency.
- Staff will work from home for two weeks from 16 June through 29 June during the relocation period.
- NZ On Air are not taking over Level 1 screening room.

Project Budget Update

Category	April - Budget estimate \$	May - Contracted budget \$
Fit out works and tidy up	59,892	57,817
Furniture, decoration and signage ¹	47,655	28,366
Technology services/Electrical ²	7,250	22,256
TEAMnetwork uninstall and reinstall ³	16,200	16,200
s9(2)(b)(ii)	46,215	50,700
Contractors Margin	13,136	12,707
Contingency	10,000	10,000
Make good on Ghuznee Street	35,000	33,788
Relocation costs	15,000	16,914
TOTAL	\$250,348	\$248,748

¹ The budget for furniture, decoration and signage was reduced to allow for increases in other areas. More cost-effective options can be sourced where needed.

² The electrical scope remains subject to final pricing once detailed drawings are completed, with the intention to obtain competitive pricing to potentially reduce costs. Contractors have identified some cabling that needs replacing which will also affect the final price here.

³ We have requested an updated quote from TEAMnetwork as they are no longer expected to carry out their work over the weekend. This line is not part of the contract with Catalyst.

⁴ Increase here is due to extra hours for design and scope changes.

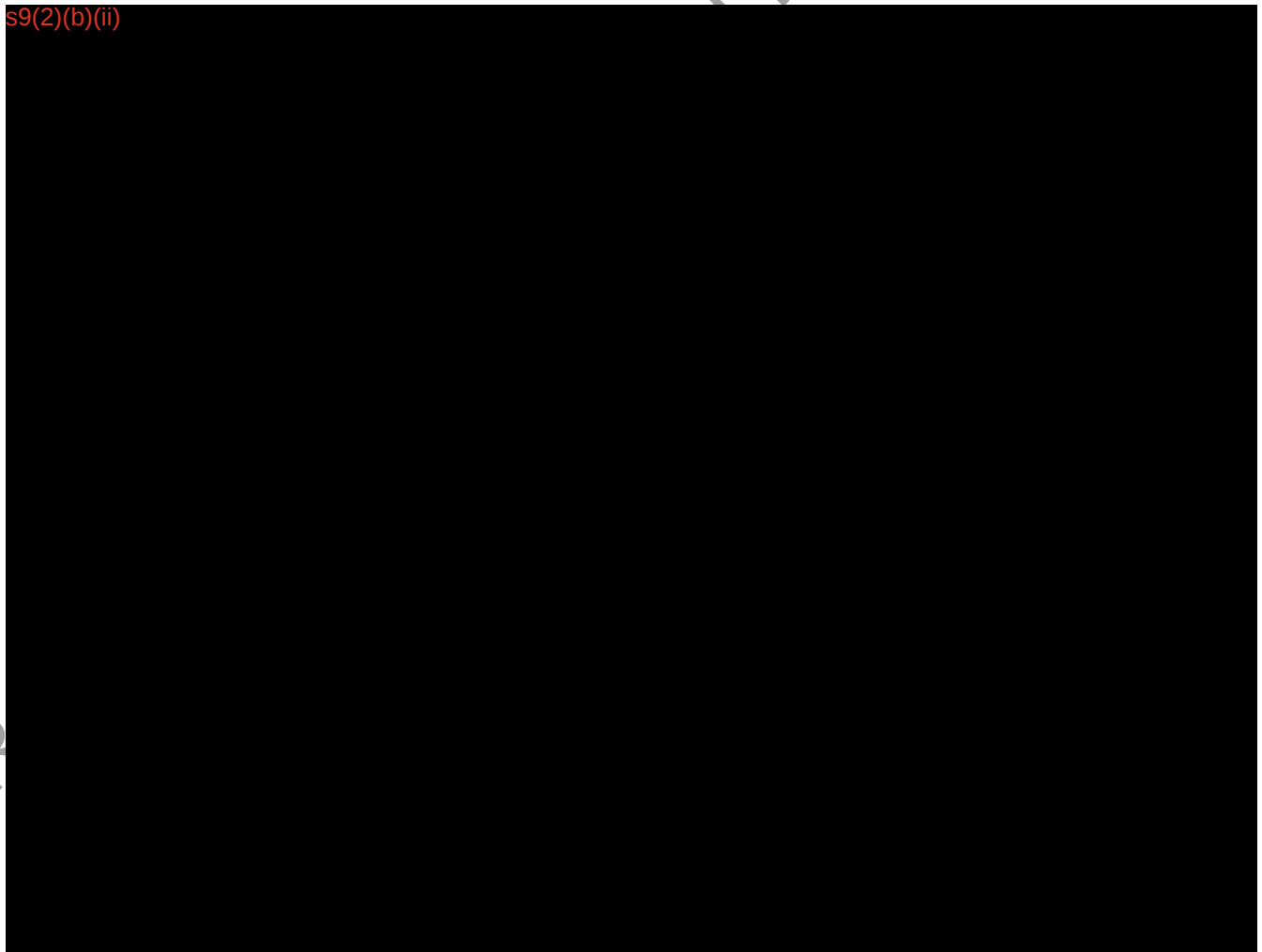
Level 1 Screening Room

- 6.1 Staff were recently advised by NZ On Air that it will not be taking over the Level 1 screening room. This is a late change following budget discussions with MCH, and up to that point staff had been advised that it was highly likely NZ On Air would take over the lease and was negotiating with the landlord.
- 6.2 An estimated \$20,000 additional budget may be required for make-good work of the current Level 1 premises. We are currently working with Catalyst to obtain an updated budget and timeline to complete the work.

Timeline

- 6.3 Contract execution was delayed by approximately one week due to necessary scope refinements and budget negotiations.
- 6.4 Fit out works commenced 25 May 2026.
- 6.5 Staff will vacate Ghuznee Street on 15 June 2026 and work from home/remotely for two weeks, with the first day in the new Allen Street office scheduled for 30 June 2026. This represents a total work-from-home/remote period of two weeks.

s9(2)(b)(ii)



Addendum to CEO Overview

Update on Wellington office move

- Lease is almost signed off, currently negotiating updates following our internal legal assessment.
- Current date for first day in the new office is Monday 15 June (TBC dependent on contractors)
- Still awaiting outcome of whether NZOA will take over Level 1 cinema. Will result in further cost if we have to make good this space.
- Internal working group meeting regularly and completing tasks (i.e. Level 1 is clear of all materials)
- Minister and MCH have been advised of move. Industry comms will go out in newsletter after this Board meeting.
- Most Wellington staff have visited the new space and really like it.
- Survey completed on barriers resulting from loss of carparks and any accessibility issues to take into consideration. Annie to decide on whether we will provide carparks close by and/or subsidies for public transport.

Current budget for office move (utilising quotes from s9(2)(b)(ii))

Category	\$
Fit out works and tidy up	59,892
Furniture, decoration and signage	47,655
Technology services (s9(2)(b)(ii))	7,250
TeamNetwork relocation & installation	16,200
s9(2)(b)(ii)	46,215
Contractors Margin	13,136
Contingency	10,000
Make good on Ghuznee Street	35,000
Relocation costs	15,000
TOTAL	\$250,348

File Note

Karen Larsen, NZFC Head of Corporate met with Raewyn Rasch, NZ On Air Head of Operations, Partnerships and Culture via video call on Microsoft Teams on 11 February 2025, 21 January 2026 and 12 March 2026. Summary of these conversations:

- NZOA had recently upgraded their facilities and were not looking for larger premises
- NZOA premises were not large enough to house the NZFC Wellington team
- NZOA did consider taking over Level 1 lease, however a reduction in their funding prohibited this

Released under the Official Information Act 1982

Re: Property

From Raewyn Rasch <raewyn@nzonair.govt.nz>

Date Wed 22/10/2025 11:32 AM

To Karen Larsen <karen.larsen@nzfilm.co.nz>

Kia ora Karen, are you in your office this afternoon. I'm in Wellington today and could pop up for a catch-up if you're free.

Ngā mihi

Raewyn Rasch

Ngāi Tahu / Hāmoa

Head of Operations, Partnerships and Culture

Kaihautū Ngā Whakahaere, Ngā Rangipū Mahitahi me te Ahurea

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Pronouns: She/Her

Mobile: s9(2)(a)

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PO Box 9744 | Wellington | New Zealand 6141



From: Karen Larsen <karen.larsen@nzfilm.co.nz>

Date: Wednesday, 22 October 2025 at 10:52 AM

To: Raewyn Rasch <raewyn@nzonair.govt.nz>

Cc: Karen Anslow <karen.anslow@nzfilm.co.nz>

Subject: Property

Morena Raewyn,

I hope this finds you well.

I'm dropping you a line to let you know we are looking into moving to a smaller premise when our lease expires in July next year.

If you are looking for extra space let us know - perhaps we can do a swaparoo?

Also, we have just received a red alert weather notice for tomorrow so have made the call to have all kaimahi in Wellington work from home. Just a heads up for you.

Re: End of year rush

From Raewyn Rasch <raewyn@nzonair.govt.nz>

Date Tue 16/12/2025 11:41 AM

To Karen Larsen <karen.larsen@nzfilm.co.nz>

Kia ora Karen – thanks it would be good to get an idea of the cost of taking over the lease so we can add that into our decision making. Good luck in your search for a new base – and have a great Christmas!

Ngā mihi

Raewyn Rasch

Ngāi Tahu / Hāmoa

Head of Operations, Partnerships and Culture

Kaihautū Ngā Whakahaere, Ngā Rangipū Mahitahi me te Ahurea

NZ On Air | Irirangi Te Motu

Pronouns: She/Her

Mobile: s9(2)(a)

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From: Karen Larsen <karen.larsen@nzfilm.co.nz>

Date: Tuesday, 16 December 2025 at 8:50 AM

To: Raewyn Rasch <raewyn@nzonair.govt.nz>

Subject: Re: End of year rush

Kia ora Raewyn, yes madness is all around us

We are still at the planning stages readying a paper for the Board. Nothing to tell the landlord just yet.

s9(2)(b)(ii)

Ngā mihi,

Karen

From: Raewyn Rasch <raewyn@nzonair.govt.nz>
Sent: 15 December 2025 12:18 PM
To: Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: End of year rush

Kia ora Karen, I hope you're feeling better this week. I won't suggest a hui to add to the madness of this week but I did want to ask how advanced your plans to move were and whether the landlord is aware and whether you had come to a determination about the theatre? I only ask because I guess there is the possibility of us taking it over given we have an investment in it too. I didn't want to raise with the Landlord about the costs until I'd checked with you.

If I don't get to chat before the end of the week – have a great break. I'll be back in the office on the 19th – look forward to catching up in 2026!

Meri Kirihimete!

Ngā mihi

Raewyn Rasch
Ngāi Tahu / Hamoa
Head of Operations, Partnerships and Culture
Kaihautū Ngā Whakahaere, Ngā Rangipū Mahitahi me te Ahurea

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Re: Catch up

From Raewyn Rasch <raewyn@nzonair.govt.nz>

Date Wed 21/01/2026 11:58 AM

To Karen Larsen <karen.larsen@nzfilm.co.nz>

Kia ora Karen, yes this is my first week back so the brain is well and truly on catch-up mode. I'm free tomorrow apart from one hui at 11 if you have any time . s9(2)(b)(i)

Ngā mihi

Raewyn Rasch

Ngāi Tahu / Hamoa

Head of Operations, Partnerships and Culture

Kaihautū Ngā Whakahaere, Ngā Rangipū Mahitahi me te Ahurea

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From: Karen Larsen <karen.larsen@nzfilm.co.nz>

Date: Wednesday, 21 January 2026 at 9:31 AM

To: Raewyn Rasch <raewyn@nzonair.govt.nz>

Subject: Catch up

Hello and Happy New Year to you.

I hope you are well rested post a short break.

It's straight back to it for us. Do you have time to discuss a couple of things - mainly our pending move and level 1?

s9(2)(b)(ii)

From: [Kathrin Strati](#)
To: [Karen Anslow](#); [Karen Larsen](#)
Cc: [Raewyn Rasch](#)
Subject: RE: Level 1
Date: Tuesday, 5 May 2026 1:50:25 p.m.

Slight delays incoming but yes please, if we can keep the stairwell frames too

Kathrin.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Tuesday, 5 May 2026 1:25 pm
To: Kathrin Strati <kathrin@nzonair.govt.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>
Cc: Raewyn Rasch <raewyn@nzonair.govt.nz>
Subject: RE: Level 1

This is great news team!

I'll get back to you on the lobby stuff – did you want the frames in the fire exit stairwell as well?

Karen

From: Kathrin Strati <kathrin@nzonair.govt.nz>
Sent: Friday, 1 May 2026 10:07 a.m.
To: Karen Larsen <karen.larsen@nzfilm.co.nz>
Cc: Raewyn Rasch <raewyn@nzonair.govt.nz>; Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: Level 1

Hi Karen,

Hope you are well and I imagine very busy with the move! I'm happy to say that we should have a resolution to Level 1 very soon, being that we will take over the lease once I get the finally form Hui-Ping and Cam.

Also, I wondered, we are happy to maintain the light box and frames in the entrance lobby and s9(2)(a) said to let you know. If there anything we need to do at our end specifically?

Regards,
Kathrin.

Excuse the brevity as this message is sent from my iPhone.

From: [Kathrin Strati](#)
To: [Karen Anslow](#)
Subject: RE: Light boxes downstairs
Date: Wednesday, 29 April 2026 9:17:07 a.m.
Attachments: [image001.png](#)

Absolutely – she has been dragging the chain a wee bit.

K

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Wednesday, 29 April 2026 9:16 am
To: Kathrin Strati <kathrin@nzonair.govt.nz>
Subject: RE: Light boxes downstairs

Yep – sorry I didn't reply. I checked in with Karen Larsen who has been talking to your Raewyn and s9(2)(a) and I've asked her to check in with s9(2)(a) again. We'll need a hard decision date and will see what that might be when we catch up with our relocation team today. We've got a few decisions for s9(2)(a) to make.

K

From: Kathrin Strati <kathrin@nzonair.govt.nz>
Sent: Wednesday, 29 April 2026 9:12 a.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: RE: Light boxes downstairs

Hey, did you get my message yesterday? It kind of all pins on s9(2)(a) response to our rent offer, and s9(2)(b)(ii)

Kathrin.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Tuesday, 28 April 2026 2:24 pm
To: Kathrin Strati <kathrin@nzonair.govt.nz>
Subject: RE: Light boxes downstairs

Hi Kathrin

A heads up that we are getting quotes to dismantle the screening room on Level One. If your team is still considering taking it over, please let me know asap.

K

From: Kathrin Strati <kathrin@nzonair.govt.nz>

Sent: Monday, 20 April 2026 9:15 a.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: RE: Light boxes downstairs

Howdy - Had a quick chat with Cam and we would like to maintain the lightbox and the picture frames if we could. Haven't spoken with s9(2)(a) about that yet...

Kathrin.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Monday, 20 April 2026 8:44 am
To: Kathrin Strati <kathrin@nzonair.govt.nz>
Subject: RE: Light boxes downstairs

Hiya – we've also got a bunch of framed pictures in the fire exit stairwells and those posters in the foyer. Would you guys use any of the frames?

K

From: Karen Anslow
Sent: Monday, 13 April 2026 2:13 p.m.
To: 'Kathrin Strati' <kathrin@nzonair.govt.nz>
Subject: RE: Light boxes downstairs

I think we'll need to take those down... unless you want to use them?

K

From: Kathrin Strati <kathrin@nzonair.govt.nz>
Sent: Monday, 13 April 2026 1:46 p.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: Light boxes downstairs

Hi there,

Hey, question for you – when you move out, were the lightboxes and picture frames in the foyer staying? I wondered if you knew

Kind regards,

Kathrin Strati

Executive Assistant to the CEO & Board Secretary

Kaiawhina ki te Tumu Whakarae

NZ On Air | Irirangi Te Motu

Ph: s9(2)(a)

Re: Moving out

From Raewyn Rasch <raewyn@nzonair.govt.nz>

Date Wed 29/04/2026 4:30 PM

To Karen Larsen <karen.larsen@nzfilm.co.nz>

Cc Kathrin Strati <kathrin@nzonair.govt.nz>

Kia ora Karen, we have been pushing the landlord to make a decision regarding the space and we understand that they are very close. We have pointed out that you are waiting to hear but we have fingers crossed that we might be able to take over the space. I'm sure Kathrin will keep you in the loop as soon as she hears. Good luck with the move!

Ngā mihi

Raewyn Rasch

Ngāi Tahu / Hamoa

Head of Operations, Partnerships and Culture

Kaihautū Ngā Whakahaere, Ngā Rangipū Mahitahi me te Ahurea

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Pronouns: She/Her

Mobile: 59(2)(a)

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From: Karen Larsen <karen.larsen@nzfilm.co.nz>

Date: Wednesday, 29 April 2026 at 2:51 PM

To: Raewyn Rasch <raewyn@nzonair.govt.nz>

Subject: Moving out

Kia ora Raewyn

I hope you are well. We are fast approaching our moving date.

This means we need to commence the make good on Level 1. We are sending out a tender next week.

I know your team have been considering taking over the lease.

So, heads up we will need to commence the make good in three weeks time.

Happy to talk through

KL

Ngā mihi,



Tā Tumu Whakataunga Karen Larsen | Chief Financial Officer

From: [Kathrin Strati](#)
To: [Karen Larsen](#)
Cc: [Karen Anslow](#); [Raewyn Rasch](#)
Subject: RE: Viewing room
Date: Friday, 15 May 2026 1:44:21 p.m.

Great, thanks for clarifying that

Kathrin.

From: Karen Larsen <karen.larsen@nzfilm.co.nz>
Sent: Friday, 15 May 2026 1:43 pm
To: Kathrin Strati <kathrin@nzonair.govt.nz>
Cc: Karen Anslow <karen.anslow@nzfilm.co.nz>; Raewyn Rasch <raewyn@nzonair.govt.nz>
Subject: Re: Viewing room

Kia ora Kathrin, no sorry I should have made that clear. It's just the fit out and the actual screening equipment.

Ngā mihi,

KL

From: Kathrin Strati <kathrin@nzonair.govt.nz>
Sent: 15 May 2026 12:28 PM
To: Karen Larsen <karen.larsen@nzfilm.co.nz>
Cc: Karen Anslow <karen.anslow@nzfilm.co.nz>; Raewyn Rasch <raewyn@nzonair.govt.nz>
Subject: RE: Viewing room

Hi Karen, does that include the Teams/Zoom meeting tech in the meeting room? If so, do we talk to Team Network if we wanted to use that as well?

Many thanks,

Kathrin.

From: Karen Larsen <karen.larsen@nzfilm.co.nz>
Sent: Tuesday, 12 May 2026 3:39 pm
To: Raewyn Rasch <raewyn@nzonair.govt.nz>
Cc: Kathrin Strati <kathrin@nzonair.govt.nz>; Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: Re: Viewing room

Kia ora Raewyn

that is fabulous news. Yes, furnishings and video equipment will be handed over at

no cost

Ngā mihi,
KL

From: Raewyn Rasch <raewyn@nzonair.govt.nz>
Sent: 12 May 2026 11:35 AM
To: Karen Larsen <karen.larsen@nzfilm.co.nz>
Cc: Kathrin Strati <kathrin@nzonair.govt.nz>
Subject: Viewing room

Kia ora Karen, sorry for the delay in making this decision but we've been in negotiations with the landlord. I'm about to confirm that we will take over the lease for the viewing room, can I confirm that NZFC are happy to pass over the equipment and furnishings to us at no cost?

Ngā mihi

Raewyn Rasch

Ngāi Tahu / Hamoa

Head of Operations, Partnerships and Culture

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Pronouns: She/Her

Mobile: **s9(2)(a)**

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From: [Karen Larsen](#)
To: [Karen Anslow](#)
Subject: Fw: Hiccup
Date: Tuesday, 19 May 2026 3:46:31 p.m.

From: Raewyn Rasch <raewyn@nzonair.govt.nz>
Sent: 19 May 2026 3:43 PM
To: Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: Hiccup

Kia ora Karen, I thought I should just let you know there might be a hiccup in our taking over the viewing room. We are currently waiting for the landlord to come back about the terms of the lease but it might be a gamechanger for Cam so will keep you informed as soon as we hear.

Ngā mihi

Raewyn Rasch

Ngāi Tahu / Hāmoa

Head of Operations, Partnerships and Culture

Kaihautū Ngā Whakahaere, Ngā Rangipū Mahitahi me te Ahurea

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Pronouns: She/Her

Mobile: s9(2)(a)

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From: [Kathrin Strati](#)
To: [Karen Anslow](#)
Subject: RE: question
Date: Wednesday, 24 June 2026 1:58:12 p.m.
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Hello,

Very quiet upstairs at the moment too Not any noise from L1 at all.
Yep, we got the stuff successfully, the guys were really helpful.

I promise I will have a chat with Raewyn/Cam.

Many thanks,

Kathrin.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Wednesday, 24 June 2026 1:50 pm
To: Kathrin Strati <kathrin@nzonair.govt.nz>
Subject: RE: question

Kia ora

I hope you are having a good week and there hasn't been too much sound disruption from L1.

Checking you got all the equipment delivered as expected? You asked about an hourly rate, but I haven't been able to split that out. Our quote was \$4,105 for builders and \$1,016 for the electrical. I think if you are still considering a contribution to the make good, that will cover it no problem.

Karen



Karen Anslow (she/her)
Executive Assistant to the CEO | Ringa Āwhina ki te Tumu Whakarae
New Zealand Film Commission | Te Tumu Whakaata Taonga
M [s9\(2\)\(a\)](#) | www.nzfilm.co.nz





From: Karen Anslow
Sent: Thursday, 18 June 2026 12:39 p.m.
To: 'Kathrin Strati' <kathrin@nzonair.govt.nz>
Subject: RE: question

Thanks Kathrin. Sounds like you spoke to [REDACTED]. Nothing is ever straightforward, is it!

K

From: Kathrin Strati <kathrin@nzonair.govt.nz>
Sent: Thursday, 18 June 2026 12:12 p.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: RE: question

Ok, so. I met the electrician who helped me turn everything off. I have unplugged all the sound stuff, but it is wired through the wall so I can't remove it myself fully. I then spoke with someone from Catalyst (who said he is in touch with you) who said that they are working on the room tomorrow and so I will make sure I am around tomorrow as well.

Happy for you to give him my number.

Kathrin,

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Thursday, 18 June 2026 9:00 am
To: Kathrin Strati <kathrin@nzonair.govt.nz>
Subject: RE: question

All good Kathrin. The Catalyst team will be on site so just let them know you are from NZOA. They might even be able to help get everything to L2.

K

From: Kathrin Strati <kathrin@nzonair.govt.nz>
Sent: Thursday, 18 June 2026 1:10 a.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>

Subject: Re: question

OMG - I've just remembered I forgot to move the stuff out! I had to rush home for s9(2)(a) and I've just woken up and realised I completely forgot to move the equipment out ☹ I'll be in about 9 and come down. I'm really sorry!

Regards,
Kathrin.

Excuse the brevity as this message is sent from my iPhone.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Wednesday, 17 June 2026 10:40:35
To: Kathrin Strati <kathrin@nzonair.govt.nz>
Subject: RE: question

Kia ora

Thanks so much for coming along on Monday – it was actually really special having you guys there.

I wasn't far off on the quote – we are sitting at \$17k (see attached).

Double checking if you are taking the speakers? Also I will ask them to take down the projector, which might cost a bit extra.

Lastly, s9(2)(a) doesn't want to take the amplifier, which you will need anyway if you are planning on using the speakers.

Will it be possible to take the equipment today (except the projector)? They are planning on starting work on L1 tomorrow.

Karen

From: Kathrin Strati <kathrin@nzonair.govt.nz>
Sent: Monday, 15 June 2026 9:20 a.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: RE: question

Awesome, thank you. Can you also see if you have any of the prints from the light box lying around still?

Kathrin.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Monday, 15 June 2026 9:17 am
To: Kathrin Strati <kathrin@nzonair.govt.nz>
Subject: RE: question

Mōrena

We **s9(2)(a)** will take the projector down. He's also confident you don't need the amplifier, it only feeds the speakers and there is a separate receiver for the sound. So **s9(2)(a)** is going to take that, but we can always retrieve it if we find the system doesn't work without it.

See you at 12!

Karen

From: Kathrin Strati <kathrin@nzonair.govt.nz>
Sent: Tuesday, 9 June 2026 12:28 p.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: RE: question

Actually, do you think they could take down the projector for us?

Not sure how that is mounted but I am not sure how I would do that...

What do you think?

Kathrin.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Tuesday, 9 June 2026 12:00 pm
To: Kathrin Strati <kathrin@nzonair.govt.nz>
Subject: RE: question

Hiya

Still waiting on the quote from the tradies, but we are planning to start make good next Thursday. Will someone be able to collect the equipment from L1 before then?

Also, there's going to be a skip going into the front carpark (labelled CEO) for the materials being dumped.

K

From: Kathrin Strati <kathrin@nzonair.govt.nz>

Sent: Friday, 5 June 2026 10:27 a.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: RE: question

Ok. \$20k is very high! I will wait and see

Kathrin.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Friday, 5 June 2026 10:25 am
To: Kathrin Strati <kathrin@nzonair.govt.nz>
Subject: RE: question

Yeah I meant Level 1 too... we have to get rid of all the seating, potentially recarpet, repaint, and there is a cupboard that will likely need a new door as the current one will be too short once we take the seating out. I think \$1k is too low, and \$20k is too high. Aiming for an updated quote today or Monday.

K

From: Kathrin Strati <kathrin@nzonair.govt.nz>
Sent: Friday, 5 June 2026 10:07 a.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: RE: question

I meant for level 1 I think Karen L mentioned \$1k ?

Kathrin.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Friday, 5 June 2026 10:06 am
To: Kathrin Strati <kathrin@nzonair.govt.nz>
Subject: RE: question

Our ballpark is 20k, but we are getting an updated and much more accurate quote. They are down there doing a stock take right now.

From: Kathrin Strati <kathrin@nzonair.govt.nz>
Sent: Friday, 5 June 2026 9:23 a.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: RE: question

I will ask – how much are the make-good costs coming in at, ballpark?

Kathrin.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Thursday, 4 June 2026 1:37 pm
To: Kathrin Strati <kathrin@nzonair.govt.nz>
Subject: RE: question

It's all yours! Would you be able to take it before we leave on 15th? And does that include the screen?

If you were feeling generous, a wee contribution to our make good costs on L1 would be hugely appreciated.

Karen

From: Kathrin Strati <kathrin@nzonair.govt.nz>
Sent: Tuesday, 2 June 2026 12:00 p.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: RE: question

Just spoke with Cam, yeah we would be...

Many thanks,

Kathrin.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Tuesday, 2 June 2026 11:45 am
To: Kathrin Strati <kathrin@nzonair.govt.nz>
Subject: RE: question

Hiya

Yeah, was nice to try not to think about mahi for a few days.

No decision on what we are going to do with the equipment yet – are you guys interested in taking it off our hands?

K

From: Kathrin Strati <kathrin@nzonair.govt.nz>
Sent: Tuesday, 2 June 2026 11:23 a.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: question

Hi Karen,

Hope you had a nice long weekend Hey if we are not taking on level 1 what did you guys plan to do with the projector and computer stuff?

Kind regards,

Kathrin Strati

Executive Assistant to the CEO & Board Secretary

Kaiawhina ki te Tumu Whakarae

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Ph: **S9(2)(a)**

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AGREEMENT TO LEASE

This form is approved by The Law Association of New Zealand Incorporated and the Real Estate Institute of New Zealand Incorporated
GENERAL address of the premises: 2-12 Allen Street, Te Aro, Wellington

DATE: 15/6/2026
LANDLORD: Animato Enterprises Limited

TENANT: New Zealand Film Commission

GUARANTOR:

THE LANDLORD agrees to grant and the Tenant agrees to take a lease of the premises and the carparks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review and adjustment if applicable) as set out in the First Schedule.

- THE LANDLORD AND TENANT agree (including the Elevator Lobby and Corridor outlined in blue on the floor plan attached)
- (1) as set out in the First, Second and Third Schedules
 - (2) that the Landlord's fixtures, fittings and chattels contained in the premises are those described in the Fourth Schedule.

THE GUARANTOR (and if more than one jointly and severally), in consideration of the Landlord entering into this Agreement at the Guarantor's request, agrees with the Landlord to guarantee to the Landlord the obligations of the Tenant and to sign the Lease as a guarantor:

SIGNED by the Landlord:

Signed by:
Blair Cashin

Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

SIGNED by the Tenant:

Graeme Mason, Chair

Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

SIGNED by the Guarantor:

Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

*If this Agreement is signed under:
(i) a Power of Attorney – please attach a Certificate of non-revocation (available from The Law Association of New Zealand Incorporated: 4098WFP or REINZ); or
(ii) an Enduring Power of Attorney – please attach a Certificate of non-revocation and non-suspension of the enduring power of attorney (available from The Law Association of New Zealand Incorporated: 4997WFP or REINZ).
Also, insert the following wording for the Attorney's Signature above:
Signed by [full name of the donor] by his or her Attorney [attorney's signature].

WARNINGS (These warnings do not form part of this contract)

- 1. This contract is binding on all parties upon signing. All parties should seek legal advice before signing.
- 2. Before signing this contract, the Tenant should make sure that the status of the property under the Resource Management Act 1991 is satisfactory for the Tenant's intended use of it.
- 3. The parties should agree upon and record the Landlord's fixtures, fittings and chattels and their condition in the Fourth Schedule.
- 4. The parties are advised to insert a clause requiring inclusion of a report of the condition of the premises as at the commencement of the Lease.

FIRST SCHEDULE

1.

PREMISES:

(Specify description of the Landlord's premises including the record of title, the address and show area on a plan.)

Part Level 1, 2-12 Allen Street, Te Aro, Wellington being an area of approximately 389.10m2 as shown as "RENTABLE AREA B" outlined in red on the floor plan attached

as shown on the plan(s) (if any) in the Eighth Schedule of the Lease
2.

CAR PARKS:

Nil

~~car parks as shown on the plan(s) (if any) in the Eighth Schedule of the Lease~~
3.

TERM:

6 years
4.

COMMENCEMENT DATE:

1 May 2026
5.

RIGHTS OF RENEWAL:

Two (2) rights of three (3) years each
6.

RENEWAL DATES:

1 May 2032, 1 May 2035
7.

RENEWAL NOTICE PERIOD:

(clause 34.1 of the Lease)

(Specify period. If no period is specified, the notice period for the purposes of clause 34.1 of the Lease is 3 months.)

6 months
8.

FINAL EXPIRY DATE:

30 April 2038
9.

ANNUAL RENT:

(Subject to review and adjustment if applicable)

Premises	\$ 116,730.00	plus GST (calculated at \$300.00psm, plus GST)
Car Parks	\$	plus GST
TOTAL	\$ 116,730.00	plus GST
10.

MONTHLY RENT:

\$ 9,727.50 plus GST
11.

RENT PAYMENT DATES:

The 1st day of each month commencing on the 1st day of May 2026
12.

RENT REVIEW AND ADJUSTMENT DATES:

(Specify review or adjustment type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified, there will be no reviews or adjustments. Where there is a conflict in dates, the market rent review date will apply.)

1. Market rent review dates:
1 May 2029 and, if renewed, on the renewal dates (being 1 May 2032 and 1 May 2035)

2. ~~CPI rent adjustment dates:~~

3. Fixed rent adjustment dates:
Annually on each anniversary of the commencement date, excluding the market rent review dates
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- 2
- NZ Film Commission

**13. LOWER AND UPPER RENT LIMITS
FOR A MARKET RENT
REVIEW AND CPI ADJUSTMENT DATE:**
(clauses 2.1(d), 2.5(d), 34.1(a) and 34.1(b) of
the Lease)

(Select one of (1), (2) or (3) by deleting the other two or delete all three and complete (4).

Option (4) should be used where the parties agree upper limits apply, and/or lower and upper limits apply in some other manner than (1), (2) or (3). If no option is deleted/completed, then option (1) applies.)

(1) Notwithstanding any other provision of the Lease, the annual rent payable as from the relevant market rent review date and the relevant CPI rent adjustment date will not be less than the annual rent payable as at the commencement date of the then current lease term after the expiry of any rent free or rent reduced period, unless the rent or adjustment date is a renewal date in which case the annual rent payable will not be less than the annual rent payable as at the commencement date of the immediately preceding lease term after the expiry of any rent free or rent reduced period.

OR

(2) Notwithstanding any other provision of the Lease, the annual rent payable as from the relevant market rent review date and the relevant CPI rent adjustment date will not be less than the rent payable immediately prior to the relevant review or adjustment date.

OR

(3) Notwithstanding any other provision of the Lease, the annual rent payable as from the relevant market rent review date and the relevant CPI rent adjustment date will not be less than the rent payable as at the commencement date of the initial lease term after the expiry of any rent free or rent reduced period.

OR

(4) Other:

14. INTERIM RENT:
(clause 2.3 of the Lease)

(Delete one: If clause 2.3(b) is deleted or there is no deletion, clause 2.3(a) of the Lease applies. If clause 2.3(a) is deleted, clause 2.3(b) of the Lease applies.)

(1) Clause 2.3(a) of the Lease applies (current rent is interim rent).

OR

(2) ~~Clause 2.3(b) of the Lease applies (interim rent is determined by registered valuer(s) certificates):~~

15. FIXED RENT ADJUSTMENT:
(clause 2.7 of the Lease)

(Specify for each fixed rent adjustment date either % or amount of increased rent.)

2.5%

16. PROPORTION OF OUTGOINGS:
(clause 3.1 of the Lease)

14.79 % (being the percentage of the lettable area the tenant occupies)

17. OUTGOINGS:
(clause 3 of the Lease)

- (1) Rates or levies payable to any local authority.
- (2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges and increases in charges attributable to increase in consumption of those utilities or services from the premises, but excluding any capital charges.
- (3) Rubbish collection and recycling charges.
- (4) Fire and Emergency levies and the maintenance charges in respect of all fire detection and firefighting equipment.
- (5) Insurance premiums and related valuation fees, and any excess applied to the cost of repairs under clause 24.4 of the Lease.
- (6) Service maintenance contract charges for air conditioning, lifts, other building services, security services, and roller doors and automatic doors, but excluding charges for inherent defects and renewal or replacement of building services.
- (7) Cleaning, maintenance and repair charges including charges for repainting the exterior of the building and fences, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (more than minor repairs to the roof of the building or fences are structural repairs), repairs due to defects in design or construction, inherent defects and renewal or replacement of building services.
- (8) The provisioning of toilets and other shared facilities.
- ~~(9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement.~~
- (10) ~~Yard, car parking area and accessway~~ ^{Accessway} maintenance and repair charges and minor repairs to ~~those areas~~ ^{that area} (including repairs to potholes) but excluding charges for repaving or resealing.
- ~~(11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees.~~
- (12) Management expenses and, in the case of a body corporate, includes reasonable management administration expenses (subject to clauses 3.9 and 3.10 of the Lease).
- (13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.

18. DEFAULT INTEREST RATE: 3 % per annum above the landlord's bank's commercial overdraft interest rate from time to time.
(clause 5.1 of the Lease)

19. BUSINESS USE: Commercial Offices
(clause 16.1 of the Lease)

20. LANDLORD'S INSURANCE:
(clause 24.1 of the Lease)

(Delete or amend extent of cover as appropriate.)

~~(Delete either (a) or (b): if neither option is deleted, then option (a) applies.)~~

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed, then option (ii) applies.)

(1) Cover for the building against damage and destruction by fire, flood, explosion, lightning storm, earthquake, and volcanic activity; on the following basis:

(a) Full replacement and reinstatement (including loss, damage or destruction of windows and other glass);

~~OR~~

~~(b) Indemnity to full insurable value (including loss, damage or destruction of windows and other glass).~~

(2) Cover for the following additional risks:

(a) (i) 24 months

OR

(iii) months

indemnity in respect of consequential loss of rent and outgoings.

(b) Loss, damage or destruction of any of the Landlord's fixtures, fittings and chattels.

(c) Public liability.

21. INSURANCE EXCESS:
(clauses 24.3 to 24.5 of the Lease)

(Insert amount. If no amount is inserted, the maximum amount for the purpose of clauses 24.3 to 24.5 of the Lease is \$5,000.)

\$ 5,000

plus GST

22. FAIR PROPORTION OF RENT:
(clause 29.2 of the Lease)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and Option (2) is completed, then option (2) applies.)

(1) 50%

OR

~~(2)~~

23. NO ACCESS PERIOD:
(clause 29.6 of the Lease)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed, then option (2) applies.)

(1) 9 months

OR

~~(2)~~

24. BANK GUARANTEE:
(clause 38.1(a) of the Lease)

(Delete either "Yes" or "No". If "Yes" or neither is deleted, clauses 38.2 to 38.9 of the Lease do not apply, unless a bank guarantee is required upon an assignment.)

YES/ NO

25. BANK GUARANTEE AMOUNT:
(clause 38.2 of the Lease)

(Insert amount. If no amount is inserted, the bank guarantee amount is equivalent to three months' rent plus GST.)

Total amount: \$ N/A

plus GST

26. RENTAL BOND:
(clause 38.9(a) of the Lease)

(Delete either "Yes" or "No". If "Yes" or neither is deleted, clauses 38.10 to 38.19 of the Lease do not apply, unless a rental bond is required upon an assignment.)

YES/ NO

27. **RENTAL BOND AMOUNT:** Total amount: \$ N/A plus GST
(clause 38.10 of the Lease)
(Insert amount. If no amount is inserted, the rental bond amount is equivalent to three months' rent plus GST.)
28. **SEISMIC RATING:** 70% NBS as at 7 January 2015, on the basis of, and assessed in accordance with the applicable design code specified in, a letter to the Landlord from Ian Smith Project Services Ltd dated 7 January 2015 enclosing a PS4 - Construction Review producer statement of the same date
(clause 39.1 of the Lease)
(Insert % and description of relevant standard. If left blank, or either % or standard is not inserted, clauses 39.1 to 39.3 of the Lease do not apply.)
29. **MORTGAGEE'S CONSENT:** (1) The Landlord is not required to obtain the consent of any mortgagee of the property in respect of the Tenant's interest under the Lease.
(clause 46.1 of the Lease)
(Delete one. If option (2) is deleted or neither is deleted, then option (1) applies.)
OR
(2) ~~The Landlord must obtain the consent of any mortgagee of the property in respect of the Tenant's interest under the lease.~~
30. **LIMITED LIABILITY TRUSTEE:**
(clause 50.1 of the Lease)
31. **EMAIL ADDRESSES:** (1) For the Landlord: s9(2)(a)
(clause 47.2(c) of the Lease)
(2) For the Tenant: karen.anslow@nzfilm.co.nz
32. **DEPOSIT:** \$ 29,182.50 plus GST (being 3 months' advance rent)
(advance rent)

November 2024

SECOND SCHEDULE

DEFINITIONS, NOTICES AND INTERPRETATION

1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meaning as in section 4 of the Property Law Act 2007 and the Lease.
- (2) "Agreement" means this document including the front page, any further terms and any schedules and attachments.
- (3) "Working day" means any day of the week other than:
 - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
 - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive;
 - (d) the day observed as the anniversary of any province in which the premises are situated;
 - (e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
 - (f) any other day that the Government of New Zealand declares to be a public holiday.

A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- (4) Any act done pursuant to this Agreement by a party after 5.00 pm on a working day, or on a day which is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (5) Where two or more acts (including service of notice) done pursuant to this Agreement are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.1(5).

1.2 Notices

All notices must be in writing and must be served by one of the following means:

- (1) In the case of a notice under sections 245 or 246 of the Property Law Act 2007, in the manner prescribed by section 353 of that Act; and
- (2) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (b) by personal delivery, or by posting by registered or ordinary mail, or by email.
- (3) In respect of the means of service specified in clause 1.2(2), a notice is deemed to have been served:
 - (a) In the case of personal delivery, when received by the addressee.
 - (b) In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
 - (c) in the case of email, when sent to the email address specified in the First Schedule, or another address notified by one party to the other and acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically will not constitute an acknowledgement.
- (4) In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand, any notice placed conspicuously on any part of the premises will be deemed to have been served on the Tenant on the day on which it is affixed.
- (5) A notice will be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- (6) Where two or more notices are deemed to have been served at the same time, they will take effect in the order in which they would have been served but for clause 1.1(5).
- (7) Any period of notice required to be given under this Agreement shall be computed by excluding the date of service.

1.3 Interpretation

- (1) Headings are for information only and do not form part of this Agreement.
- (2) The terms, conditions and covenants contained in this Agreement will not merge insofar as they either have not been fulfilled at the time of the execution of the Lease or are not reflected in the Lease but will remain in full force and effect.

1.4 If there is more than one Landlord or Tenant, the liability of the Landlords or the Tenants as the case may be is joint and several.

1.5 Where the Tenant executes this Agreement with provision for a nominee or on behalf of a company to be formed, the Tenant will remain liable for all the obligations on the part of the Tenant hereunder until such time as the Tenant and the Guarantor have signed the Lease.

1.6 This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Communication of execution of this Agreement may be made by each party transmitting by email to the other party or their respective agents a counterpart of this Agreement executed by the party sending the email.

1.7 This Agreement may be executed by an electronic method and a party doing so represents and warrants to the other party that the means of creating the electronic signature complies with section 228 of the Contract and Commercial Law Act 2017.

DEPOSIT

2.1 The Tenant must pay as a deposit an advance rental payment of the amount specified in the First Schedule. The deposit must be paid to the Landlord or the Landlord's agent immediately upon execution of this Agreement by all parties and/or at such other time as is specified in this Agreement. The person to whom the deposit is paid holds it as a stakeholder until this Agreement is unconditional or is avoided.

- 2.2** The Landlord is not entitled to cancel this Agreement for non-payment of the deposit unless the Landlord has first given to the Tenant three working days' notice in writing of intention to cancel and the Tenant has failed within that time to remedy the default. No notice of cancellation is effective if the deposit has been paid before the notice of cancellation is served.
- 2.3** Without prejudice to any of the Landlord's rights or remedies, including any right to claim for additional expenses and damages, if the deposit or any portion thereof is not paid upon the due date for payment, the Tenant must pay to the Landlord interest at the default interest rate on the portion of the deposit so unpaid for the period from the due date for payment until payment. Unless a contrary intention appears on the front page or elsewhere in this Agreement, the default interest rate is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 per cent per annum.

LEASE PAYMENTS — Subject to clause 10.1 (Rent Free Period), the

- 3.1** The Tenant must pay the annual rent by equal monthly payments in advance as from the commencement date specified in the First Schedule.
- 3.2** The Tenant must pay the Goods and Services Tax payable by the Landlord in respect of the rent and other payments payable by the Tenant pursuant to the Lease.
- 3.3** In addition to the rent, the Tenant must pay the outgoings specified in the First Schedule, and, where any outgoing is not separately assessed in respect of the premises, then the Tenant must pay such proportion thereof as is specified in the First Schedule, or, if no proportion is specified, then a fair proportion.

LEASE See Further Terms

- 4.1** ~~The Tenant must enter into a format lease with the Landlord to be prepared by the Landlord's lawyer using the current The Law Association of New Zealand Incorporated Deed of Lease form amended in accordance with the provisions of this Agreement ("Lease"). Each party will pay their own costs of the negotiation and preparation of the Lease and any deed recording a rent review or renewal.~~
- 4.2** Unless otherwise set out in the Third Schedule, it is agreed that the Landlord's fixtures, fittings and chattels contained in the premises as more particularly described in the Fourth Schedule are in a good state of repair.
- 4.3** Notwithstanding that the Lease may not have been executed, the parties will be bound by the terms, covenants and provisions contained in this Agreement and in the Lease as if the Lease had been duly executed.

DISPUTE RESOLUTION

- 5.1** Unless otherwise provided in this Agreement, if a party considers that there is a dispute in respect of any matters arising out of, or in connection with this Agreement, then that party must immediately give notice to the other party setting out details of the dispute. The parties must endeavour in good faith to resolve the dispute between themselves within five (5) working days of the receipt of the notice, failing which the parties must endeavour in good faith within a further ten (10) working days to appoint a mediator and resolve the dispute, time being of the essence.
- 5.2** Neither party will commence legal proceedings against the other except for injunctive relief before following the procedure set out in clause 5.1.

NO ASSIGNMENT

- 6.1** The Tenant must not assign or agree to assign this Agreement or the Tenant's interest under this Agreement and the Tenant must not register any caveat against the land in respect of its interest under this Agreement. The Tenant is not entitled to exercise the right of assignment contained in the Lease until such time as the Tenant has signed the Lease.

AGENT

- 7.1** If the name of a licensed real estate agent is recorded on this Agreement, it is acknowledged that the lease evidenced by this Agreement has been made through that agent whom the Landlord appoints as the Landlord's agent to effect the Lease. The Landlord must pay the agent's charges including GST for effecting such Lease.

LIMITATION OF LIABILITY

- 8.1** If any person enters into this Agreement as trustee of a trust, then:
- (1) That person warrants that:
 - (a) that person has power to enter into this Agreement under the terms of the trust; and
 - (b) that person has properly signed this Agreement in accordance with the terms of the trust; and
 - (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Agreement; and
 - (d) all of the persons who are trustees of the trust have approved entry into this Agreement.
 - (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this Agreement will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- 8.2** Notwithstanding clause 8.1, a party to this Agreement that is named in the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with clause 8.1(2).

THIRD SCHEDULE

FURTHER TERMS (if any)

See attached.

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Third Schedule – Further Terms

9 Landlord's Works

- (a) The Landlord will, as soon as practicable and at its cost, reinstate the partition shown as demolished on the floor plan attached at the Fifth Schedule in a good and workmanlike manner, in accordance with all relevant approvals, requirements of any authority and applicable laws (**Landlord's Works**).
- (b) From the commencement date of the Lease, if applicable and in addition to the Landlord's rights of access for works in the Lease, the Tenant will provide the Landlord (and its employees, contractors and invitees) such access to the premises as may be reasonably required by the Landlord, at reasonable times and after having given reasonable prior notice, to complete the Landlord's Works. The Landlord's Works will be carried out with the least possible inconvenience to the Tenant.
- (c) As part of the Landlord's Works, the Landlord will, at the Tenant's cost, install a door in the partition, the location, type, specification and detailing of which must be agreed in writing with the Tenant prior to installation.

10 Lease

10.1 Rent Free Period

- (a) In consideration of the Tenant entering into this Agreement and the Lease, the Tenant may occupy the premises for a period of three (3) months from the commencement date of the Lease (**Rent Free Period**) without being liable to pay annual rent.
- (b) Notwithstanding any other provision in this Agreement and the Lease, taking account of the Rent Free Period and the three months' advance rent deposit (once paid), the first instalment of annual rent will be due on 1 November 2026 (being 6 months after the commencement date) and thereafter the Tenant must pay the annual rent at the times and in the manner set out in the Lease. For the avoidance of doubt, outgoings and other amounts payable under the Lease shall be payable from the commencement date of the Lease.

10.2 Completion of Lease

The Tenant must enter into a formal lease with the Landlord, to be in the form set out in the Sixth Schedule, completed or modified by reference to the terms of this Agreement (**Lease**).

10.3 Execution of Lease

The Tenant must sign and return the Lease to the Landlord within 10 working days of its delivery to the Tenant for signing.

11 Costs

Each party will bear its own costs of and incidental to the negotiation, preparation and execution of this Agreement.

12 Early Access

The Landlord will permit the Tenant together with its employees, contractors and invitees at all reasonable times and after having given reasonable prior notice to enter the premises for a reasonable period for measuring and planning purposes. Any early access is at the Tenant's sole risk.

13 **Tenant's Works**

The Landlord consents to the Tenant after the Commencement Date of the Lease carrying out the works described in the Fifth Schedule to this Agreement (**Tenant's Works**). The Tenant shall comply with the terms of this Agreement and the Lease when carrying out the Tenant's Works.

14 **Coordination of Works**

- (a) The Landlord and the Tenant must use reasonable endeavours to cooperate with each other and with their respective contractors to coordinate the timing, sequencing and access arrangements for the Landlord's Works and the Tenant's Works.
- (b) Notwithstanding clause 14(a), the parties acknowledge the Landlord's Works are to be undertaken by the Tenant's fitout contractor.

FOURTH SCHEDULE

LANDLORD'S FIXTURES, FITTINGS AND CHATTELS (if any)

(Clause 4.2)

Including but not limited to:

- Ceiling
- Carpet and floor coverings
- Air conditioning
- Kitchen extract system
- Electrical distribution board
- Fire protection
- Fitted kitchen
- Partitions
- Lighting
- Billi system

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Fifth Schedule – Floor Plan

See attached.

Floor plan withheld in full under section 6(d) of the OIA

Sixth Schedule – Form of Lease

See attached.

DEED OF LEASE

GENERAL address of the premises:
2-12 Allen Street, Te Aro, Wellington

DATE:

LANDLORD:
Animato Enterprises Limited

TENANT:
New Zealand Film Commission

GUARANTOR:

THE LANDLORD leases to the Tenant and the Tenant takes on the lease of the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review and adjustment if applicable) as set out in the First Schedule.

(including the Elevator Lobby and Corridor outlined in blue on the floor plan attached)

THE LANDLORD AND TENANT covenant as set out in the First, Second and Third Schedules.

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

SIGNED by the Landlord
Animato Enterprises Limited
in the presence of:

Signature of Landlord

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Landlord

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.

SIGNED by the Tenant
New Zealand Film Commission
in the presence of:

Signature of Tenant

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Tenant

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.

Note: If signing by a company or as an Attorney, please refer to the notes on page 3.

SIGNED by the Guarantor

in the presence of:

Signature of Guarantor

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.

* If this document is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (The Law Association of New Zealand Incorporated form code: 4098WFP); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (The Law Association of New Zealand Incorporated form code: 4997WFP).

Also, insert the following wording for the Attorney's Signature above:

Signed by [full name of the donor] by his or her Attorney [attorney's signature].

Note: Signing by a company – Companies must sign this document in accordance with section 180 of the Companies Act 1993 to ensure it is binding as a deed. In general, this means:

- (a) if there are two or more directors of the company, two directors must sign and no witnessing is necessary;
- (b) if there is only one director of the company, that director signs and the signature must be witnessed.

Other methods of signing may be permitted by the company's constitution or if an attorney has been appointed.

[This page is deliberately blank. It is to be used to add any additional signatory blocks.]

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DRAFT

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November 2024

FIRST SCHEDULE

1.

PREMISES:

Part Level 1, 2-12 Allen Street, Te Aro, Wellington being an area of approximately 389.10m2 as shown as "RENTABLE AREA B" outlined in red on the floor plan attached

(Specify description of the Landlord's premises including the record of title, the address and show area on a plan.)
- as shown on the plan(s) (if any) in the Eighth Schedule
2.

CAR PARKS:

Nil

car parks as shown on the plan(s) (if any) in the Eighth Schedule
3.

TERM:

6 years
4.

COMMENCEMENT DATE:

1 May 2026
5.

RIGHTS OF RENEWAL:

Two (2) rights of three (3) years each
6.

RENEWAL DATES:

1 May 2032, 1 May 2035
7.

RENEWAL NOTICE PERIOD:

6 months

(clause 34.1)

(Specify period. If no period is specified, the notice period for the purposes of clause 34.1 is 3 months.)
8.

FINAL EXPIRY DATE:

30 April 2038
9.

ANNUAL RENT:

Premises	\$ 116,730.00	plus GST (calculated at \$300,00psm,
(Subject to review and adjustment if applicable.)	Car Parks	\$ plus GST
	TOTAL	\$ 116,730.00 plus GST
10.

MONTHLY RENT:

\$ 9,727.50	plus GST
-------------	----------
11.

RENT PAYMENT DATES:

The 1st day of each month commencing on the 1st day of May 2026 (first payment due 1 November 2026, accounting for 3-month deposit and 3-month rent free period)
12.

RENT REVIEW AND ADJUSTMENT DATES:

(Specify review or adjustment type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified, there will be no reviews or adjustments. Where there is a conflict in dates, the market rent review date will apply.)

1. Market rent review dates:

1 May 2029 and, if renewed, on the renewal dates (being 1 May 2032 and 1 May 2035)

2. CPI rent adjustment dates:

3. Fixed rent adjustment dates:

Annually on each anniversary of the commencement date, excluding the market rent review dates
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NZ Film Commission

**13. LOWER AND UPPER RENT LIMITS
FOR A MARKET RENT
REVIEW AND CPI ADJUSTMENT DATE:**
(clauses 2.1(d), 2.5(d), 34.1(a) and 34.1(b))

(Select one of (1), (2) or (3) by deleting the other two or delete all three and complete (4).)

Option (4) should be used where the parties agree upper limits apply, and/or lower and upper limits apply in some other manner than (1), (2) or (3). If no option is deleted/completed, then option (1) applies.

~~(1) Notwithstanding any other provision of the Lease, the annual rent payable as from the relevant market rent review date and the relevant CPI rent adjustment date will not be less than the annual rent payable as at the commencement date of the then current lease term after the expiry of any rent free or rent reduced period, unless the rent or adjustment date is a renewal date in which case the annual rent payable will not be less than the annual rent payable as at the commencement date of the immediately preceding lease term after the expiry of any rent free or rent reduced period.~~

OR

(2) Notwithstanding any other provision of the Lease, the annual rent payable as from the relevant market rent review date and the relevant CPI rent adjustment date will not be less than the rent payable immediately prior to the relevant review or adjustment date.

OR

~~(3) Notwithstanding any other provision of the Lease, the annual rent payable as from the relevant market rent review date and the relevant CPI rent adjustment date will not be less than the rent payable as at the commencement date of the initial lease term after the expiry of any rent free or rent reduced period.~~

OR

(4) Other:

14. INTERIM RENT:
(clause 2.3)

(Delete one. If clause 2.3(b) is deleted or there is no deletion, clause 2.3(a) applies. If clause 2.3(a) is deleted, clause 2.3(b) applies.)

(1) Clause 2.3(a) applies (current rent is interim rent).

OR

~~(2) Clause 2.3(b) applies (interim rent is determined by registered valuer(s) certificates).~~

15. FIXED RENT ADJUSTMENT:
(clause 2.7)

(Specify for each fixed rent adjustment date either % or amount of increased rent.)

2.5%

16. PROPORTION OF OUTGOINGS:
(clause 3.1)

14.79 % (being the percentage of the lettable area the tenant occupies)

- 17. OUTGOINGS:**
(clause 3)
- (1) Rates or levies payable to any local authority.
 - (2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges and increases in charges attributable to increase in consumption of those utilities or services from the premises, but excluding any capital charges.
 - (3) Rubbish collection and recycling charges.
 - (4) Fire and Emergency levies and the maintenance charges in respect of all fire detection and firefighting equipment.
 - (5) Insurance premiums and related valuation fees, and any excess applied to the cost of repairs under clause 24.4.
 - (6) Service maintenance contract charges for air conditioning, lifts, other building services, security services, and roller doors and automatic doors, but excluding charges for inherent defects and renewal or replacement of building services.
 - (7) Cleaning, maintenance and repair charges including charges for repainting the exterior of the building and fences, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (more than minor repairs to the roof of the building are structural repairs), repairs due to defects in design or construction, inherent defects and renewal or replacement of building services.
 - (8) The provisioning of toilets and other shared facilities.
 - (9) ~~The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement:~~
 - (10) ~~Yard, car parking area and accessway maintenance and repair charges and minor repairs to those areas (including repairs to potholes) but excluding charges for repaving or resealing.~~
 - (11) ~~Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees.~~
 - (12) Management expenses and, in the case of a body corporate, includes reasonable management administration expenses (subject to clauses 3.9 and 3.10).
 - (13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.

- 18. DEFAULT INTEREST RATE:** 3 % per annum above the landlord's bank's commercial overdraft interest rate from time to time.
(clause 5.1)

- 19. BUSINESS USE:** Commercial Offices
(clause 16.1)

20. **LANDLORD'S INSURANCE:**
(clause 24.1)
(Delete or amend extent of cover as appropriate.)

~~(Delete either (a) or (b). If neither option is deleted, then option (a) applies.)~~

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed, then option (ii) applies.)

- (1) Cover for the building against damage and destruction by fire, flood, explosion, lightning storm, earthquake and volcanic activity on the following basis:

- (a) Full replacement and reinstatement (including loss, damage or destruction of windows and other glass);

~~OR~~

- ~~(b) Indemnity to full insurable value (including loss, damage or destruction of windows and other glass);~~

- (2) Cover for the following additional risks:

- (a) (i) 24 months

OR

- (ii) months

indemnity in respect of consequential loss of rent and outgoings.

- (b) Loss, damage or destruction of any of the Landlord's fixtures fittings and chattels.

- (c) Public liability.

21. **INSURANCE EXCESS:**
(clauses 24.3 to 24.5)

(Insert amount. If no amount is inserted, the maximum amount for the purpose of clauses 24.3 to 24.5 is \$5,000.)

\$5,000 plus GST

22. **FAIR PROPORTION OF RENT:**
(clause 29.2)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed, then option (2) applies.)

- (1) 50%

OR

- (2)

23. **NO ACCESS PERIOD:**
(clause 29.6)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed, then option (2) applies.)

- (1) 9 months

OR

- (2)

24. **BANK GUARANTEE:**
(clause 38.1(a))

(Delete either "Yes" or "No". If "Yes" or neither is deleted, clauses 38.2 to 38.9 do not apply, unless a bank guarantee is required upon an assignment.)

YES / NO

25. **BANK GUARANTEE AMOUNT:**
(clause 38.2)

(Insert amount. If no amount is inserted, the bank guarantee amount is equivalent to three months' rent plus GST.)

Total amount: \$N/A plus GST

26. **RENTAL BOND** **YES/ NO**
(clause 38.9(a))
(Delete either "Yes" or "No". If "Yes" or neither is deleted, clauses 38.10 to 38.19 do not apply, unless a rental bond is required upon an assignment.)
27. **RENTAL BOND AMOUNT:** Total amount: \$ N/A plus GST
(clause 38.10)
(Insert amount. If no amount is inserted, the rental bond amount is equivalent to three months' rent plus GST.)
28. **SEISMIC RATING:** 70% NBS as at 7 January 2015, on the basis of, and assessed in
(clause 39.1) accordance with the applicable design code specified in, a letter to
~~(Insert % and description of relevant the Landlord from Ian Smith Project Services Ltd dated 7 January
standard. If left blank, or either % or standard 2015 enclosing a PS4 - Construction Review, producer statement of
is not inserted, clauses 39.1 to 39.3 do not apply.)~~ the same date
29. **MORTGAGEE'S CONSENT:** (1) The Landlord is not required to obtain the consent of any
(clause 46.1) mortgagee of the property in respect of the Tenant's interest
(Delete either option (1) or (2). If neither under the Lease:
option is deleted, then option (1) applies.)
OR
(2) The Landlord must obtain the consent of any mortgagee of the property in respect of the Tenant's interest under the Lease:
30. **LIMITED LIABILITY TRUSTEE:**
(clause 50.1)
31. **EMAIL ADDRESSES:** (1) For the Landlord: s9(2)(a)
(clause 47.2(c)) (2) For the Tenant: karen.anslow@nzfilm.co.nz

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

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

Market Rent Review

- 2.1** The annual rent payable as from each market rent review date will be determined as follows:
- Either party may not earlier than 3 months prior to a market rent review date (or, in the case of a market rent review date that is a renewal date, at any time after the Tenant has given notice under clause 34.1) and not later than the next rent review or adjustment date (regardless of whether the next date is a market, CPI or fixed rent review or adjustment date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date.
 - If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 30 working days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent must be determined in accordance with clause 2.2.
 - If the Recipient fails to give such notice (time being of the essence), the Recipient will be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 will not apply.
 - Notwithstanding any other provision of this clause 2.1, the annual rent payable as from the relevant market rent review date will be no less than, nor will it be more than, respectively, any lower or upper amount specified in the First Schedule.
 - The annual rent agreed, determined or imposed pursuant to clause 2.1 will be the annual rent payable as from the relevant market rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to clauses 2.3 and 2.4.
 - The market rent review at the option of either party may be recorded in a deed.

Rent Determinations

- 2.2** Immediately following service of the Recipient's notice on the Initiator, the parties must endeavour to agree upon the current market rent, but if agreement is not reached within 15 working days, then the new rent may be determined either:
- By arbitration, if either party gives written notice to the other party requiring the new rent to be determined in that manner; or
 - If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - Each party must appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent.
 - If the party receiving a notice fails to appoint a valuer within the 20-working day period, then the valuer appointed by the other party must determine the new rent and such determination will be binding on both parties.
 - The valuers appointed before commencing their determination must appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment will be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.
 - The valuers appointed by the parties must determine the current market rent of the premises but, if they fail to agree, then the rent must be determined by the third expert.
 - Each party must be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe. The valuers or the expert must have regard to any of the representations but are not bound by them.
 - The parties must jointly and severally indemnify the third expert for their costs. As between the parties, they will share the expert's costs equally unless the expert determines unequal cost allocation in which case the expert's determination as to costs is binding. A party may pay the other party's share of the costs and recover the payment on demand from the other party.
 - If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this clause 2.2.

When the new rent has been determined the person or persons determining it must give written notice of it to the parties.

Interim Market Rent

- 2.3** Pending determination of the new rent, the Tenant must from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent:
- continue to pay the current rent; or
 - pay an interim rent as follows:
 - if both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable will be halfway between the new rents proposed by the parties; or
 - if only one party supplies a registered valuer's certificate, the interim rent payable will be the rent substantiated by the certificate; or
 - if no registered valuer's certificates are supplied, the interim rent payable will be the current rent; but
 - any lower or upper limit specified in the First Schedule in relation to market rent applies also to the interim rent.

The interim rent will be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to clause 2.4, will not be subject to adjustment.

- 2.4 Upon determination of the new rent, any overpayment must be applied in payment or part payment of the next month's rent and any amount then remaining must immediately be refunded to the Tenant. Any shortfall must immediately be paid to the Landlord.

CPI Rent Adjustment

2.5 The annual rent payable from each CPI rent adjustment date will be determined as follows:

- (a) The Landlord must adjust the annual rent on the basis of increases (and not decreases) in the CPI by giving notice to the Tenant of the increase (if any) using the formula:
- $$A = B \times (C + D)$$
- Where:
- A = the CPI reviewed rent from the relevant CPI rent adjustment date
 - B = the annual rent payable immediately before the relevant CPI rent adjustment date
 - C = CPI for the quarter year ending immediately before the relevant CPI rent adjustment date
 - D = CPI for the quarter year ending immediately before the last CPI rent adjustment date or, if there is no previous rent adjustment date, the commencement date of the then current term of this lease (and in the case where A is the CPI adjustment rent for a renewal date, then the last rent adjustment date of the immediately preceding lease term or, if there is no rent adjustment date, the commencement date of the preceding term)
- where (C + D) must not be less than 1;
- (b) If the CPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the CPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of The Law Association of New Zealand Incorporated will be used;
- (c) If the relevant CPI is not published at the relevant CPI rent adjustment date, as soon as the CPI is published, an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant CPI rent adjustment date;
- (d) Notwithstanding any other provision of clause 2.5, the annual rent payable from the relevant CPI rent adjustment date will be no less than, nor will it be more than, respectively, any lower or upper amount specified in the First Schedule;

2.6 The new rent determined pursuant to clause 2.5 will be payable from the relevant CPI rent adjustment date once it is determined by the Landlord giving notice under that clause. Pending determination of the new rent, the Tenant must pay the rent that applies prior to the CPI rent adjustment date. On determination of the new rent, the Tenant must immediately pay any shortfall to the Landlord.

Fixed Rent Adjustment

2.7 The annual rent payable from each fixed rent adjustment date will increase by the percentage, or to the amount, specified in the First Schedule for the adjustment date.

Outgoings

- 3.1 The Tenant must pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant must pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as will be agreed or failing agreement determined by arbitration.
- 3.2 The Landlord must vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing, including to ensure fairness between all tenants of the property where the use or occupation by one tenant increases the outgoings incurred by the Landlord in respect of the property.
- 3.3 If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing will not be payable by the Tenant.
- 3.4 The outgoings must be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 The outgoings will be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of a reasonable amount as the Landlord will determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments, it will be payable on demand.
- 3.6 Before each anniversary of the commencement date or before such other date in each year as the Landlord may specify to the Tenant in writing, the Landlord must provide to the Tenant in writing details of the Landlord's budgeted outgoings for the next following year.
- 3.7 In respect of each anniversary of the commencement date or such other date in each year as the Landlord may have specified, and after the end of the term, if requested by the Tenant, the Landlord must supply to the Tenant copies of the assessments, levies and accounts relating to the relevant outgoings as to enable the Tenant to verify the quantum and purpose of the relevant outgoings and a comparison to any budget previously notified by the Landlord to the Tenant under clause 3.6.
- 3.8 Any over payment of an outgoing by the Tenant must be credited or refunded to the Tenant and any deficiency will be payable to the Landlord on demand. No outgoing will be recoverable by the Landlord where an estimate or actual amount is notified more than 24 months after an outgoing has been incurred.
- 3.9 The Tenant's liability to pay management expenses is limited to reasonable administration expenses relating to the reasonable and proper management by the Landlord of the tenancy. Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property will not comprise part of the management expenses payable as an outgoing.
- 3.10 However, clause 3.9 does not limit the Tenant's liability to pay a portion of body corporate management expenses properly allocated to the premises except where the Landlord controls the body corporate and appoints itself or a related party as manager of the body corporate.

Goods and Services Tax

- 4.1** The Tenant must pay to the Landlord or as the Landlord directs the GST payable by the Landlord in respect of the rent and other payments payable by the Tenant under the Lease. The GST in respect of the rent will be payable on each occasion when any rent payment falls due for payment and in respect of any other payment will be payable upon demand.
- 4.2** If the Tenant makes default in payment of the rent or other moneys payable under the Lease and the Landlord becomes liable to pay Default GST, then the Tenant must on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under clause 5.1.

Interest on Unpaid Money

- 5.1** If the Tenant defaults in payment of the rent or other moneys payable under the Lease for 10 working days, then the Tenant must pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.
- 5.2** Unless a contrary intention appears in the First Schedule or elsewhere in the Lease, the default interest rate is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 per cent per annum.

Costs

- 6.1** Each party must pay their own costs of the negotiation and preparation of the Lease and any deed recording a review or renewal. The Tenant must pay the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by the Lease. Each party must pay the other party's reasonable legal costs (as between lawyer and client) of and incidental to the enforcement of the other party's rights remedies and powers under the Lease.

LANDLORD'S PAYMENTS

Outgoings

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

MAINTENANCE AND CARE OF PREMISES

Tenant's Obligations

- 8.1** The Tenant must:
- (a) **Maintain the premises**
In a proper and workmanlike manner and to the reasonable requirements of the Landlord, keep and maintain the interior of the premises in the same clean order, repair and condition as they were in at the commencement date of the Lease (or when the Lease is renewed, the commencement date of the initial term of the Lease). The premises condition report (if completed) will be evidence of the condition of the premises at the commencement date of the Lease. The Tenant will not be liable for fair wear and tear arising from reasonable use.
 - (b) **Breakages and minor replacements**
Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors, windows, light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.
 - (c) **Painting**
Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of the Lease (or where the Lease is renewed the commencement date of the initial term of the Lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord, such approval not to be unreasonably or arbitrarily withheld or delayed.
 - (d) **Floor coverings**
Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord. If any part of a floor covering requires replacement, then the whole of the floor covering must be replaced, unless the part may be replaced without adversely affecting the appearance of the whole floor covering.
 - (e) **Damage or Loss**
Make good any damage to the property or loss caused by improper, careless or abnormal use by the Tenant or those for whom the Tenant is responsible to the Landlord's reasonable requirements.
- 8.2** Where the Tenant is leasing all of the property, the Tenant must:
- (a) **Care of grounds**
Keep any grounds, yards, surfaced areas and accessways in a clean and tidy condition and maintain any garden or lawn areas in a tidy and cared for condition.
 - (b) **Water and drainage**
Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.
 - (c) **Other works**
Carry out maintenance and repairs to the property in respect of which outgoing in respect of the property are payable by the Tenant and which have been notified by the Landlord in writing.
- 8.3** Notwithstanding clause 8.1(a), the Tenant will not be liable for the maintenance or repair of any building services but this clause will not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

- 8.4** The Tenant will not be liable to carry out or pay for the cost of carrying out (whether directly or as part of the outgoings):
- (a) repairs to inherent defects in the premises or the building;
 - (b) structural repairs to the premises or the building, except as expressly provided for in clause 3.1 and clause 8.1(e) and as specified in the First Schedule.

The parties agree that, in the event of any conflict between this clause 8.4 and any other clause of the Lease, this clause will prevail.

- 8.5** If the Landlord gives the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of clauses 8.1 or 8.2, the Tenant must with all reasonable speed so comply.

Toilets

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

Rubbish Removal

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

Landlord's Maintenance

- 11.1** The Landlord must keep and maintain the building, all building services and the car parks in good order and repair and weatherproof but the Landlord will not be liable for any:
- (a) Repair or maintenance which the Tenant is responsible to undertake.
 - (b) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord has received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.
- 11.2** The Landlord may, without releasing the Landlord from liability under clause 11.1, keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.
- 11.3** The Tenant will be liable to reimburse the Landlord for the cost of any such repair, maintenance or service maintenance contract pursuant to clauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

Notification of Defects

- 12.1** The Tenant must give to the Landlord prompt written notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water, electrical gas or drainage services, and the Landlord shall repair the defect within a reasonable time after notice.

Landlord's Right of Inspection

- 13.1** The Landlord and the Landlord's employees, contractors and invitees may at all reasonable times and after having given reasonable prior written notice to the Tenant (except in the case of emergencies when no notice is required) enter upon the premises to view their condition.

Landlord may Repair

- 14.1** If default is made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency, then, without prejudice to the Landlord's other rights and remedies expressed or implied, the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and after having given reasonable prior written notice (except in the case of emergencies when no notice is required) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works will be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

Access for Works

- 15.1** The Tenant must permit the Landlord and the Landlord's employees and contractors at all reasonable times and after having given reasonable prior written notice (except in the case of emergencies when no notice is required) to enter the premises for a reasonable period to inspect and carry out works to the premises or the property and to install, inspect, repair, renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs, inspections and works must be carried out with the least possible inconvenience to the Tenant subject to clauses 15.3 and 15.4.
- 15.2** If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in clause 15.1, then, during the period the works are being carried out, a fair proportion of the rent and outgoings will cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under clause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3** If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in clause 15.1 to be carried out, the Landlord may give the Tenant reasonable prior written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice, the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings will cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4** The Landlord must act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with clauses 15.1 and 15.3.

USE OF PREMISES

Business Use

- 16.1** The Tenant must not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent must not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use which is:
- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use; and
 - (b) reasonably suitable for the premises; and
 - (c) compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.
- If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises, the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.
- 16.2** If any change in use requires compliance with sections 114 and 115 of the Building Act 2004, the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- 16.3** If the premises are a retail shop, the Tenant must keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

Lease of Premises and Car Parks Only

- 17.1** The tenancy relates only to the premises and the car parks (if any) and the Landlord will at all times be entitled to use, occupy and deal with the remainder of the property without reference to the Tenant and the Tenant will have no rights in relation to it other than the rights of use under the Lease.

Neglect of Other Tenant

- 18.1** The Landlord will not be responsible to the Tenant for any act or default or neglect of any other tenant or invitee of any other tenant of the property. The Landlord and the Tenant will each be responsible for their respective invitees.

Signage

- 19.1** The Tenant must not affix, paint or exhibit or permit to be affixed, painted or exhibited any name sign, nameplate, signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord but approval must not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved, the signage must be secured in a substantial and proper manner so as not to cause any damage to the building or injury to any person.

Consent to Additions and Alterations

- 20.1** The Tenant must neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed in the case of non-structural alterations only) for that purpose. The Landlord may withhold consent if an alteration or addition would prompt a requirement to upgrade the building, unless the Tenant agrees to meet all of the associated costs.
- 20.2** The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), must comply with all statutory requirements including the obtaining of building consents and code compliance certificates and meet all associated costs pursuant to that Act and must provide copies of the building consents and code compliance certificates to the Landlord.

Compliance with Statutes and Regulations

- 21.1** The Tenant must comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and must also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant. The Tenant must promptly provide the Landlord with a copy of all licences, requisitions and notices received from a competent authority pursuant to this clause.
- 21.2** The Tenant will not be:
- (a) Required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
 - (b) Liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
- 21.3** The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.
- 21.4** The Tenant, when undertaking any building work to the premises, must comply with all statutory requirements including the obtaining of building consents and code compliance certificates and must not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5** The Landlord must not give consent to or carry out any building work in any part of the property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.
- 21.6** Without limiting the foregoing:
- (a) Each party must do all things reasonably necessary to comply with its obligations under the Health and Safety at Work Act 2015 and any approved codes of practice, standards or guidelines relating to health and safety in relation to the property, building, premises, fixtures, fittings, chattels and equipment.
 - (b) The parties must, so far as is reasonably practicable, consult with, co-operate with, co-ordinate activities with each other, and keep each other reasonably informed on health and safety matters relating to the premises, including informing each other as soon as possible if there is a notifiable event (as that term is defined in the Health and Safety at Work Act 2015) in the premises, the building or on the property.

No Noxious, Illegal or Offensive Use

22.1 The Tenant must not:

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

REINSTATEMENT, REMOVAL AND MAKE GOOD

Reinstatement and Make Good of Premises

- 23.1** The Tenant must, at the end or earlier determination of the term, quietly yield up the premises in the same clean order, repair and condition as they were in at the commencement date of the Lease (or where the Lease is renewed or extended, at the commencement date of the initial term of the Lease). The Tenant will not be liable under this clause for any fair wear and tear arising from reasonable use.

Reinstatement and Make Good of Signage

- 23.2** The Tenant must at the end or sooner determination of the term remove any signage installed pursuant to clause 19.1 and make good any damage occasioned in connection with the signage.

Additions and Alterations Made During Term

- 23.3** If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of the Lease pursuant to clause 20.1, or if the Tenant carries out any alterations or additions during the term of the Lease which have not been authorised by the Landlord, the Tenant must at the Tenant's expense if required by the Landlord no later than the end or earlier termination of the term remove any alterations or additions and reinstate the premises to the standard that the premises were in at the commencement date of the Lease (or where the Lease is renewed or extended, at the commencement date of the initial term of the Lease). The Tenant will not be liable under this clause for any fair wear and tear arising from reasonable use. Ownership of the alterations or additions that are not removed by the end or earlier termination of the Lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate, then any costs incurred by the Landlord in reinstating the premises whether in whole or in part within 6 months of the end or earlier termination of the term will be recoverable from the Tenant.

Removal of Tenant's Fixtures, Fittings and Chattels

- 23.4** The Tenant may, and must if required by the Landlord at any time before and no later than the end or earlier termination of the term, remove all of the Tenant's fixtures, fittings and chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to clause 23.3, the Tenant must make good at the Tenant's expense all resulting damage and, if the Tenant's fixtures, fittings and chattels are not removed by the end or earlier termination of the term, ownership of them may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where clause 29.1 applies, the time by which the Tenant must remove the Tenant's fixtures, fittings and chattels and make good all resulting damage will be extended to 5 working days after access to the premises is available.
- 23.5** The cost of making good resulting damage and the cost of removal and disposal of the Tenant's fixtures, fittings and chattels will be recoverable from the Tenant and the Landlord will not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

INSURANCE

Landlord must insure

- 24.1** The Landlord must at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this clause becomes unavailable during the term of the Lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing, and consult with the Tenant, whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.

Excess Payable under Insurance Policy

- 24.2** The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that, to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to.
- 24.3** If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant must pay the Landlord the amount of the excess not exceeding the sum specified in the First Schedule. If destruction or damage is caused by an act or omission of the Tenant but the cost of repair will be less than the amount of excess, the Tenant must pay the Landlord for the cost of the repair not exceeding the sum specified in the First Schedule.

- 24.4** If the Landlord makes any claim against its insurance for any destruction or damage that is not caused by any act or omission of the Tenant or of any other tenant of the building, the amount of the excess applied to the cost of repair not exceeding the sum specified in the First Schedule is an outgoing for the purpose of clause 3.
- 24.5** If the excess is increased by the Landlord's insurers as a result of any act or omission of the Tenant such that it exceeds the sum specified in the First Schedule, in addition to any other remedies available to the Landlord, the Tenant must pay the Landlord the increased amount in respect of any future claim on the insurance policy.

Tenant not to Void Insurance

- 25.1** The Tenant must not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- (a) Will make void or voidable any policy of insurance on the property.
 - (b) May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant has first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented will be deemed not to be a breach of this clause.
 - (c) Will render any increase in excess payable for any policy of insurance on the property.
- 25.2** In any case where in breach of clause 25.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant must at once compensate the Landlord in full for such loss or damage.

When Tenant to have Benefit of Landlord's Insurance

- 26.1** Where the property is destroyed or damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured, the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this clause if and to the extent that:
- (a) the destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
 - (b) the destruction or damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (1) occurred on or about the property; and
 - (2) constitutes an imprisonable offence; or
 - (c) any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES

Total Destruction

- 27.1** If the premises or any portion of the building of which the premises may form part are destroyed or so damaged:
- (a) as to render the premises untenable, then the term will at once terminate from the date of destruction or damage; or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days' notice to terminate and a fair proportion of the rent and outgoings will cease to be payable as from the date of damage.

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

Partial Destruction

- 28.1** If the premises or any portion of the building of which the premises may form part are damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance have not been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - (b) all the necessary permits and consents are obtainable,
- the Landlord must with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building but the Landlord will not be liable to expend any sum of money greater than the aggregate amount of the insurance money received and any excess under the insurance policy.
- 28.2** Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and will be sufficient so long as it is reasonably adequate for the Tenant's occupation and business use of the premises, having regard to the standard of the premises at the time of partial destruction so that the Tenant is in no worse position than before the destruction or damage occurred.
- 28.3** Until the completion of the repairs or reinstatement, a fair proportion of the rent and outgoings will cease to be payable as from the date of damage.
- 28.4** If any necessary permit or consent is not obtainable or the insurance moneys received by the Landlord will be inadequate for the repair or reinstatement, then the term will at once terminate but without prejudice to the rights of either party against the other.

No Reinstatement

- 28.5** If the term is terminated pursuant to clause 27.1 or clause 28.4:
- (a) the Tenant's obligations under clauses 23.1 to 23.3 do not apply; but
 - (b) clauses 23.4 and 23.5 otherwise apply except for the Landlord's right to require the removal of the Tenant's fixtures, fittings and chattels.

NO ACCESS IN EMERGENCY

Rent abatement

- 29.1** If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent, reduce or overcome any hazard, harm or loss that may be associated with the emergency including:
- (a) a prohibited or restricted access cordon applying to the premises; or
 - (b) prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
 - (c) restriction on occupation of the premises by any competent authority,
- then a fair proportion of the rent and outgoings will cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.
- 29.2** For the purposes of clause 29.1, the fair proportion of the rent and outgoings which will cease to be payable is the percentage specified in the First Schedule.

Review of proportion

- 29.3** At any time after the period of 20 working days commencing on the date when the Tenant became unable to gain access to the premises to fully conduct its business from the premises and before the date that is 3 months after that access is restored, either party may, by giving written notice to the other, require the proportion to be reviewed, for the emergency in question only, on the grounds that it has become apparent that the percentage specified in the First Schedule is not a fair proportion having regard to the relative effect on each party's position as a result of the application of clause 29.1 and the inability to gain access.
- 29.4** Immediately following service of notice under clause 29.3, the parties must endeavour to agree upon whether the proportion specified by the First Schedule should be reviewed and, if so, the amount of the reviewed proportion, but if agreement is not reached within 10 working days, the either part may require the matter to be submitted to arbitration as a dispute under clauses 48.2 to 48.4.
- 29.5** Pending agreement being reached or the dispute being determined by arbitration, the Tenant must continue to pay rent at the amount determined by clauses 29.1 and 29.2. Upon agreement being reached or the dispute being determined by arbitration, any overpayment must be applied in payment or part payment of the next month's rent and any amount then remaining must immediately be refunded to the Tenant. Any shortfall must immediately be paid to the Landlord.

Termination

- 29.6** This clause 29.6 applies where clause 29.1 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the Lease being cancelled as provided for in clauses 27.1 or 28.4. Either party may terminate the Lease by giving 10 working days written notice to the other if:
- (a) the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
 - (b) the party that terminates the Lease can at any time prior to termination establish with reasonable certainty that the Tenant will be unable to gain access to the premises for that period.
- Any termination pursuant to this clause will be without prejudice to the rights of either party against the other.

DEFAULT

Cancellation

- 30.1** The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:
- (a) If the rent is in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
 - (b) In the case of a breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in the Lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
 - (c) If the Tenant makes or enters into or endeavours to make or enter into any composition, assignment or other arrangement with or for the benefit of the Tenant's creditors.
 - (d) In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.
 - (e) If the Tenant suffers execution to issue against the Tenant's property, goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000).
- The term will terminate on the cancellation but without prejudice to the rights of either party against the other.

Essentiality of Payments

- 31.1** Failure to pay rent or other moneys payable under the Lease on the due date will be a breach going to the essence of the Tenant's obligations under the Lease. The Tenant must compensate the Landlord and the Landlord will be entitled to recover damages from the Tenant for such breach. This entitlement will subsist notwithstanding any determination of the Lease and will be in addition to any other right or remedy which the Landlord may have.
- 31.2** The acceptance by the Landlord of arrears of rent or other moneys will not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

- 32.1** The Tenant must compensate the Landlord and the Landlord will be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the Lease or the Tenant's obligations under the Lease. Such entitlement will subsist notwithstanding any determination of the Lease and will be in addition to any other right or remedy which the Landlord may have.

QUIET ENJOYMENT AND NON-DEROGATION

- 33.1** The Tenant paying the rent and performing and observing all the covenants and agreements expressed and implied in the Lease will quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.
- 33.2** The Landlord must not derogate from the grant of the Lease.

RENEWAL OF LEASE

- 34.1** If the Tenant has given to the Landlord written notice to renew this lease at least 3 calendar months (or such other period as is specified in the First Schedule) before the end of the term and is not at the date of the giving of the notice nor at the renewal date in material breach of this lease, then the Landlord must grant a new lease for a further term from the renewal date as follows:
- If the renewal date is a market rent review date, clauses 2.1 and 2.2 apply.
 - If the renewal date is a CPI adjustment date, the annual rent will be determined in accordance with clause 2.5.
 - If the renewal date is a fixed adjustment date, the annual rent will be determined in accordance with clause 2.7.
 - Subject to the provisions of paragraphs (a) to (c), the new lease will be upon and subject to the covenants and agreements expressed and implied in the Lease except that the term of the Lease plus all further terms will expire on or before the final expiry date.
 - The annual rent will be subject to review or adjustment during the term of the new lease on the rent review and adjustment dates specified in the First Schedule.
 - The Landlord as a condition of granting a new lease shall be entitled to:
 - have the new lease guaranteed by any guarantor who has guaranteed the Lease on behalf of the Tenant who has given notice to renew; and
 - the security of a bank guarantee that has been given on behalf of the Tenant who has given notice adjusted if required to cover any adjustment in the annual rent payable from the renewal date; and
 - the retention and top up of any rental bond that has been provided by the Tenant who has given notice to renew, including all interest earned on it and adjusted if required to cover any adjustment in the annual rent payable from the renewal date.
 - If the renewal date is a market rent review date, pending the determination of the rent, the Tenant must pay an interim rent in accordance with clauses 2.3 and 2.4.
 - The parties will not be released by the renewal of the Lease from any liability for any breach under the Lease.

ASSIGNMENT OR SUBLETTING

- 35.1** The Tenant must not assign, sublet or otherwise part with the possession of the premises, the car parks (if any) or any part of them without first obtaining the written consent of the Landlord which must not be unreasonably or arbitrarily withheld or delayed if the following conditions are fulfilled:
- In the case of assignment, the assignment must not be of part of the premises.
 - The Tenant proves to the reasonable satisfaction of the Landlord (having regard to any existing securities for the performance of the tenant's obligations available to the Landlord after the assignment or subletting) that the proposed assignee or subtenant is (and in the case of a company, that the shareholders of the proposed assignee or subtenant are) reputable, responsible and has the financial resources to meet the Tenant's commitments under the Lease and, in the case of the subtenant, the subtenant's commitments under the sublease. The Tenant must give the Landlord any additional information reasonably required by the Landlord.
 - All rent and other moneys payable have been paid and there is no material subsisting breach of any of the Tenant's covenants.
 - In the case of an assignment, a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord by the assignee.
 - In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia), any one or more of the following securities are provided to the Landlord if required by the Landlord acting reasonably having regard to any existing securities for the performance of the Tenant's obligations that remain available to the Landlord after the assignment or subletting:
 - a deed of guarantee in customary form approved or prepared by the Landlord duly executed by the principal shareholders of that company and delivered to the Landlord; or
 - a bank guarantee from a registered trading bank in New Zealand for a reasonable amount (which may or may not be a bank guarantee amount previously required under the Lease) and on reasonable terms approved by the Landlord acting reasonably as security for the performance by the company of its obligations under the Lease (to which clauses 38.1 to 38.8 apply with all necessary modifications); or
 - a rental bond for a reasonable amount (which may or may not be a rental bond amount previously required under the Lease) (to which clauses 38.9 to 38.19 will apply with all necessary modifications).
 - The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee, subtenant or guarantor. All such costs will be payable whether or not the assignment or subletting proceeds.
- 35.2** Where the Landlord consents to a subletting, the consent will extend only to the subletting and, notwithstanding anything contained or implied in the sublease, the consent will not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 35.3** Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably or arbitrarily withheld or delayed.

UNIT TITLE PROVISIONS

36.1 Clause 36 applies where the property is part of a unit title development:

Body Corporate

36.2 The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in clauses 36.2 to 36.7, "the Act") in respect of the property:

Act and Rules Paramount

36.3 The Lease is subject to the provisions of the rules of the Body Corporate and the provisions of the Act:

Insurance

36.4 Unless the Body Corporate has resolved that the Landlord is to insure the building, the Landlord's obligation to insure the building will be satisfied by the Body Corporate maintaining insurance cover in accordance with the Act:

Landlord's Obligations

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

Tenant's Obligations

36.6 The Tenant must comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property:

Consents

36.7 Where in the Lease the consent of the Landlord is required in respect of any matter, then the like consent of the Body Corporate must also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act:

CAR PARKS

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

37.2 The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation will be claimed by the Tenant except pursuant to clauses 27.1 or 28.6:

37.3 The Tenant must comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular must only use the car parks for the parking of one motor vehicle per parking space:

37.4 The provisions of this Second Schedule will apply to the car parks as appropriate:

SECURITY AGAINST DEFAULT

Bank Guarantee

38.1 Clauses 38.2 to 38.8 apply:

- (a) to the original Tenant if the First Schedule specifies that to be the case; and
- (b) to an assignee who is required to provide a bank guarantee in accordance with clause 35.1(e)(2) (with all necessary modifications).

38.2 The Tenant must provide the Landlord with a bank guarantee from a registered trading bank in New Zealand, on a form and on terms acceptable to the Landlord acting reasonably, under which the relevant bank undertakes unconditionally to pay to the Landlord on demand any sum up to an aggregate equivalent to the bank guarantee amount specified in the First Schedule (or where a bank guarantee is provided in accordance with clause 35.1(e)(2), the relevant bank guarantee amount required under that clause). The Tenant who has provided a bank guarantee and is the tenant at a rent review or rent adjustment date will, if required by the Landlord, provide a replacement bank guarantee or additional bank guarantee for any increase in rent to preserve the proportion that the total bank guarantee amount bears to the rent).

38.3 If the Tenant defaults in the payment of the annual rent or other money, or the performance of any obligation under the Lease, the Landlord may at any time and without notice to the Tenant call upon the bank guarantee and apply it in satisfaction (in whole or in part) of the outstanding obligation of the Tenant and towards making good any loss or damage sustained by the Landlord as a result of the default.

38.4 Promptly following a call on the bank guarantee:

- (a) in respect of unpaid rent or other money payable under the Lease, the Landlord must give the Tenant a written statement of the amounts unpaid; or
- (b) in order to reimburse the Landlord for expenditure incurred in remedying any other default by the Tenant, the Landlord must give the Tenant relevant details of that expenditure (including, where appropriate, copies of the invoices and receipts for the amounts expended).

38.5 The Tenant must promptly ensure the bank guarantee amount secured by the bank guarantee is restored to the bank guarantee amount required under clause 38.2 following a call upon the bank guarantee and payment by the bank to the Landlord under clause 38.3 as a result of the Tenant's default.

38.6 No action under clause 38.3 will operate as a waiver of the relevant default.

38.7 The Landlord must notify the bank under the bank guarantee to release the bank guarantee on the last to occur of the following:

- (a) the expiry of this lease (including any renewed term or period of holding over);
- (b) the making good of all damage and yielding up the premises as required by the Lease;
- (c) compliance by the Tenant of all of its obligations under the Lease.

38.8 If the Landlord transfers the Landlord's interest in the property, the Tenant must, if requested by the Landlord, provide a replacement bank guarantee for the same bank guarantee amount then secured under the bank guarantee to be replaced for the benefit of the transferee at the Landlord's cost. The Tenant must provide that replacement bank guarantee as soon as reasonably practicable after the request. The Landlord will contemporaneously provide a release of the bank guarantee that is replaced.

Rental Bond

38.9 Clauses 38.10 to 38.19 apply:

- (a) to the original Tenant if the First Schedule specifies that to be the case; and
- (b) to an assignee who is required to provide a rental bond in accordance with clause 35.1(e)(3) (with all necessary modifications).

38.10 The Tenant must provide the Landlord with a rental bond for the rental bond amount specified in the First Schedule (or where a rental bond is provided in accordance with clause 35.1(e)(3), the relevant rental bond amount required under that clause). The Tenant who has provided a rental bond and is the tenant at a rent review or rent adjustment date will, if required by the Landlord, provide a top up of the rental bond amount for any increase in rent to preserve the proportion that the total rental bond amount bears to the rent.

38.11 The rental bond will be held by the Landlord or the Landlord's solicitor as security for the performance by the Tenant of its obligations under the Lease. Any interest earned on the rental bond, while it is held by the Landlord or the Landlord's solicitor, will accrue and be added to the rental bond and may be used by the Landlord in accordance with clause 38.12.

38.12 If the Tenant defaults in the payment of the annual rent or other money or the performance of any obligation under the Lease, the Landlord may, without prior notice to the Tenant, deduct from the rental bond an amount required to satisfy the outstanding obligation of the Tenant and towards making good any loss or damage sustained by the Landlord as a result of the default.

38.13 Promptly following a deduction:

- (a) in respect of unpaid rent or other money payable under the Lease, the Landlord must give the Tenant a written statement of the amounts unpaid; or
- (b) in order to reimburse the Landlord for expenditure incurred in remedying any other default by the Tenant, the Landlord must give the Tenant relevant details of that expenditure (including, where appropriate, copies of the invoices and receipts for the amounts expended).

38.14 The Tenant must promptly pay to the Landlord an amount equal to the amount applied under clause 38.12 to restore the rental bond to the rental bond amount required under clause 38.10, following any permitted deduction under clause 38.12.

38.15 No action under clause 38.12 will operate as a waiver of the relevant default.

38.16 The Tenant agrees and acknowledges that the rental bond does not constitute rent in advance and that the Tenant must pay rent in accordance with this lease.

38.17 Subject to clauses 38.18 and 38.19 the rental bond less any deductions permitted under clause 38.12, and any interest earned on the rental bond, will be the property of the Tenant who provided the rental bond and must be released to it on compliance by the Tenant of all of its obligations under this lease.

38.18 On an assignment of the Lease, subject to the assignee complying with clause 35.1(e) as a condition of the assignment if required, the Landlord must promptly release any rental bond provided by the assignor less any deductions permitted under clause 38.12, and any interest earned on the rental bond, to the assignor.

38.19 If the Landlord transfers the Landlord's interest in the property, the Tenant must, if requested by the Landlord, provide a replacement rental bond for the same rental bond amount then secured under the rental bond to be replaced for the benefit of the transferee at the Landlord's cost. The Tenant must provide that replacement rental bond as soon as reasonably practicable after the request. The Landlord will contemporaneously provide a release of the rental bond that is replaced.

SEISMIC RATING

39.1 The parties record that the Landlord has provided the Tenant with a report or other information that assessed the seismic rating of the building at the rating specified in the First Schedule. ~~the Landlord commissions (at its discretion)~~

39.2 The Landlord must disclose to the Tenant any report or other information that the Landlord becomes aware of that contains a materially different assessment to the one provided under clause 39.1 ~~when assessed using the same standard referred to in Item 28 of the First Schedule (or another applicable standard as may be determined by the Landlord).~~

~~**39.3** Further provisions (if any) relating to the status of the assessment or report and the seismic rating of the building are set out in the Third Schedule. Subject to anything to the contrary in the Third Schedule, the parties agree that clauses 39.1 and 39.2 do not constitute a representation or warranty about the seismic rating of the building and no consequences arise from the building being found to have a different seismic rating.~~

~~**39.4** The parties' agreement (if any) in respect of other matters relating to the seismic rating of the building is set out in the Third Schedule.~~

GENERAL

Holding Over

40.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation will be a periodic tenancy only terminable by at least 20 working days' notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under the Lease.

Access for Re-Letting or Sale

41.1 The Tenant must during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) Any such inspection is at a time which is reasonably convenient to the Tenant and after reasonable prior written notice is given by the Landlord.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present, the persons inspecting have written authority from the Landlord to do so.

41.2 For the purposes of advertising the premises for lease or for sale, the Landlord may erect signage on the building as follows:

- (a) Any signage must be reasonable in terms of quantity, size and location.
- (b) Signage advertising the premises "for lease" may only be erected during the last 3 calendar months before the end of the term if the Tenant has not given to the Landlord written notice to renew this lease pursuant to clause 34.1 or if there is no right of renewal remaining.

Suitability

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

Affirmation

- 43.1** A party to the Lease is not entitled to cancel the Lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed the Lease.

Waiver

- 44.1** No waiver or failure to act by either party in respect of any breach by the other will operate as a waiver of another breach.

Registrable Interests

- 45.1** The Landlord is not required to do any act or thing to enable the Lease to be registered and the Tenant must not lodge a caveat in respect of the Tenant's interest under the Lease.

Mortgagee's consent

- 46.1** As specified in the First Schedule, the Landlord is either not required to, or must use reasonable endeavours to, obtain the consent of any mortgagee of the property in respect of the Tenant's interest under the Lease.

Notices

- 47.1** All notices must be in writing and must be served by one of the following means:
- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
 - (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (2) by personal delivery, or by posting by registered or ordinary mail, or by email.
- 47.2** In respect of the means of service specified in clause 47.1(b)(2), a notice is deemed to have been served:
- (a) in the case of personal delivery, when received by the addressee; and
 - (b) in the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
 - (c) In the case of email, when sent to the email address specified in the First Schedule, or another address notified by one party to the other and acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically will not constitute an acknowledgement.
- 47.3** In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand, any notice placed conspicuously on any part of the premises will be deemed to have been served on the Tenant on the day on which it is affixed.
- 47.4** A notice will be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 47.5** Where two or more notices are deemed to have been served at the same time, they will take effect in the order in which they would have been served but for clause 52.1(t).
- 47.6** Any period of notice required to be given under the Lease must be computed by excluding the date of service.

Arbitration

- 48.1** The parties must first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 48.2** Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same must be submitted to the arbitration of one arbitrator who must conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration. The obligation to submit to arbitration arises even if a party did not endeavour to resolve the dispute or difference under clause 48.1.
- 48.3** If the parties are unable to agree on the arbitrator, an arbitrator will be appointed, upon request of any party, by the president or vice president of The Law Association of New Zealand Incorporated. That appointment will be binding on all parties to the arbitration and will be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this and varied accordingly.
- 48.4** The procedures prescribed in this clause will not prevent:
- (a) the Landlord from taking proceedings for the recovery of any rent or other moneys payable under the Lease which remain unpaid or from exercising the Landlord's right to cancel the Lease pursuant to clause 30.1 for such non-payment; or
 - (b) the Tenant from applying to the Court for relief under sections 253, 258 and 261 of the Property Law Act 2007.

No Implied Terms

- 49.1** The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act will not apply to and are excluded from the Lease where allowed.

Limitation of Liability

- 50.1** If any person enters into the Lease as trustee of a trust, then:
- (a) That person warrants that:
 - (1) that person has power to enter into the Lease under the terms of the trust; and
 - (2) that person has properly signed the Lease in accordance with the terms of the trust; and
 - (3) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into the Lease; and
 - (4) all of the persons who are trustees of the trust have approved entry into the Lease.

- (b) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under the Lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

50.2 Notwithstanding clause 50.1, for a party to the Lease that is named in the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with clause 50.1(b).

Execution

- 51.1** The Lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by email.
- 51.2** The Lease may be executed by an electronic method and a party doing so represents and warrants to the other party that the means of creating the electronic signature complies with section 228 of the Contract and Commercial Law Act 2017.

DEFINITIONS AND INTERPRETATION

52.1 In this lease:

- (a) "the building" means the building and other improvements of the Landlord on the property;
- (b) "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
- (c) "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
- (d) "default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under the Lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
- (e) "emergency" for the purposes of clause 29 means a situation that:
- (1) is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, pandemic, failure of or disruption to an emergency service; and
 - (2) causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
 - (3) the event is not caused by any act or omission of the Landlord or Tenant.
- (f) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (g) "inherent defect" means any latent or inherent defect being a matter of disrepair in the structure of, or the installations of the plant and machinery in, the building which is attributable to:
- (1) defective design of the building;
 - (2) defective workmanship or materials in the carrying out, or used in connection with, the construction of the building; or
 - (3) defective supervision of the construction of the building or the installation of anything in the building as part of the construction of the building,
- having regard to standards of design, workmanship, materials, supervision and installation in relation to buildings similar to the building current at the time the building was designed and constructed.
- (h) "premises" means the premises described in the First Schedule and includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule but does not include the Tenant's fixtures, fittings and chattels.
- (i) "registered valuer" means a valuer registered pursuant to the Valuers Act 1948.
- (j) "premises condition report" means the report as set out in the Seventh Schedule.
- (k) "renewal" means the granting of a new lease as provided for in clause 34.1.
- (l) "rules" in clause 36 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (m) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (n) "Tenant's fixtures, fittings and chattels" means fixtures and fittings set out in the Sixth Schedule and any other fixtures and fittings and chattels belonging to the Tenant and installed or used in the premises before the commencement date or during the term of the Lease or any renewed lease.
- (o) "term" includes, where the context requires, a further term if the Lease is renewed.
- (p) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
- (q) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (r) "property" means the land and building of the Landlord which comprises or contains the premises. Where the premises are part of a unit title development, the words "the property" mean the land and building(s) comprised in the development.
- (s) "those for whom the Tenant is responsible" includes the Tenant's agents, employees, contractors or invitees.

- (t) "working day" means any day of the week other than:
- (1) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
 - (2) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (3) a day in the period commencing on the 24th of December in any year and ending on the 5th day of January in the following year, both days inclusive; and
 - (4) the day observed as the anniversary of any province in which the property is situated;
 - (5) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
 - (6) any other day that the Government of New Zealand declares to be a public holiday.
- A working day will be deemed to commence at 9.00 am and to terminate at 5.00 pm. Notices served after 5.00 pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.
- (u) A reference in the Lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (v) A reference to the words "include" or "including" are to be interpreted without limitation.
- (w) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (x) Whenever words appear in the Lease that also appear in the First Schedule then those words will mean and include the details supplied after them in the First Schedule.
- (y) Where the context requires or admits, words importing the singular will import the plural and vice versa.
- (z) Where the Landlord's consent or approval to any matter is required under the Lease, then, unless expressly stated to the contrary in the Lease, in each case the Landlord:
- (1) must not unreasonably withhold consent or approval;
 - (2) may grant consent or approval subject to reasonable conditions; and
 - (3) must, within a reasonable time of the Landlord's consent or approval being requested:
 - (i) grant that consent or approval; or
 - (ii) notify the Tenant in writing that the consent or approval is withheld.

THIRD SCHEDULE

FURTHER TERMS (if any)

See attached.

Released under the Official Information Act 1982



Third Schedule – Further Terms

53 Tenant Break Right

53.1 For the purposes of this clause 53:

- (a) **Break Right Notice Date** means 31 October 2028; and
- (b) **Break Right Termination Date** means 30 April 2029.

53.2 Notwithstanding any other provision of this Lease, the Tenant may terminate this Lease with effect on the Break Right Termination Date by delivering written notice to the Landlord by no later than the Break Right Notice Date (time being of the essence).

53.3 For the avoidance of doubt:

- (a) a valid exercise of the Tenant's termination right in clause 53.2 will bring the term of this Lease to an end on the Break Right Termination Date but:
 - (i) without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the covenants or conditions on the part of the Tenant in this Lease; and
 - (ii) will not otherwise affect the Tenant's obligations under this Lease, including but not limited to completing its make good and reinstatement obligations by the Break Right Termination Date; and
- (b) the Tenant cannot terminate this Lease under this clause 53 at any time after the Break Right Notice Date.

54 Market rent review disregards

54.1 In determining the current market rent from the relevant market rent review date, any valuer must disregard the value of:

- (a) all Tenant's Works (as approved by the Landlord) under the agreement to lease between the Tenant and the Landlord dated (ATL) and any fixtures, fittings, improvements and chattels installed or paid for by the Tenant; and
- (b) the Rent Free Period under the ATL.

55 Confidentiality

55.1 The Landlord must keep confidential all information relating to the Tenant and the Tenant's business, operations, personnel, finances or affairs that the Landlord receives or has access to as a result of this Lease or the Tenant's occupation of the premises (**Tenant Information**).

55.2 Clause 55.1 does not preclude disclosure by the Landlord of Tenant Information:

- (a) to the extent required by law or by any authority having jurisdiction;
- (b) to the Landlord's professional advisers, contractors or financiers, where disclosure is reasonably required and the recipient is subject to confidentiality obligations;
- (c) with the Tenant's prior written consent; or
- (d) which is public knowledge other than as a result of unauthorised disclosure by the Landlord.

55.3 This clause 55 survives the expiry or termination of the Lease.

FOURTH SCHEDULE

GUARANTEE

IN CONSIDERATION of the Landlord entering into the Lease at the Guarantor's request, the Guarantor:

- (a) Guarantees payment of the rent and the performance by the Tenant of the covenants in the Lease.
- (b) Indemnifies the Landlord against any loss the Landlord might suffer should the Lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

THE GUARANTOR covenants with the Landlord that:

- 1. No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety will release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.
 - 2. As between the Guarantor and the Landlord, the Guarantor may for all purposes be treated as the Tenant and the Landlord will be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.
 - 3. The guarantee and indemnity are for the benefit of and may be enforced by any person entitled for the time being to receive the rent.
 - 4. An assignment of the Lease and any rent review in accordance with the Lease will not release the Guarantor from liability.
 - 5. Should there be more than one Guarantor, their liability under this guarantee and indemnity will be joint and several.
 - 6. This guarantee and indemnity will extend to any holding over by the Tenant.
-

FIFTH SCHEDULE

LANDLORD'S FIXTURES AND FITTINGS

(Clause 52.1(h))

Including but not limited to:

- Ceiling
- Carpet and floor coverings
- Air conditioning
- Kitchen extract system
- Electrical distribution board
- Fire protection
- Fitted kitchen
- Partitions
- Lighting
- Billi system

Released under the Official Information Act 1982

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November 2024

SIXTH SCHEDULE

TENANT'S FIXTURES AND FITTINGS

(Clause 52.1(n))

[To be completed following completion of the Tenant's Works]

Released under the Official Information Act 1982



SEVENTH SCHEDULE

PREMISES CONDITION REPORT

(Clause 8.1)

[To be completed following completion of the Landlord's Works and the Tenant's Works]

Released under the Official Information Act 1982



EIGHTH SCHEDULE

PLAN OF PREMISES AND CAR PARKS (if any)

Released under the Official Information Act 1982

DRAFT

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November 2024

Dated _____

Between
Animato Enterprises Limited

and
New Zealand Film Commission

Landlord

Tenant

and

Guarantor

November 2024

DEED OF LEASE

General address of the premises:
2-12 Allen Street, Te Aro, Wellington

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INCORPORATED (TLANZ)

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DATED: _____

BETWEEN

Landlord:
Animato Enterprises Limited

Ph: _____

Email: s9(2)(a)

AND

Tenant:
New Zealand Film Commission

Ph: _____

Email: karen.anslow@nzfilm.co.nz

AGREEMENT TO LEASE

© This form is copyright to
The Law Association of New Zealand Incorporated

General address of the premises:
2-12 Allen Street, Te Aro, Wellington

Landlord's lawyer (indicate individual acting):
Mathew Brown
(Bell Gully)

Tenant's lawyer (indicate individual acting):

Deposit paid to:

Amount: \$

Date paid:

LEASE NEGOTIATED BY:

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Licensed Real Estate Agent

Office: _____

Address: _____

Telephone: _____

Manager: _____

Salesperson: _____

NZ Film Commission

Appendix 2

From: [Karen Larsen](#)
To: [Karen Anslow](#)
Subject: Property people
Date: Thursday, 31 July 2025 3:52:30 p.m.
Attachments: [image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[Outlook-NZEC_Prima](#)

Thank you Karen!

Property procurement rules can be found here [Property consultancy services | New Zealand Government Procurement](#)

Look specifically at Facilities Management Services [Facilities management services | New Zealand Government Procurement](#) - This covers relocation

A great contact person at NZ Govt. Procurement is Mo.Kalifa@mbie.govt.nz

Here are the contacts I have collected.

- [s9\(2\)\(a\)](#) (Frontstage) for fitouts
- [s9\(2\)\(a\)](#) (Bayleys) - we used Bayleys for Akl. [s9\(2\)\(b\)\(ii\)](#)
- [s9\(2\)\(a\)](#) (Catalyst)
- [s9\(2\)\(a\)](#) (Unispace)
- [s9\(2\)\(a\)](#) (CBRE)

[s9\(2\)\(a\)](#)



[s9\(2\)\(a\)](#)

s9(2)(a)



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Ngā mihi,



Karen Larsen | Chief Financial Officer

New Zealand Film Commission | Te Tumu Whakaata Taonga

Level 3, 119 Ghuznee St, Wellington 6011 | PO Box 11546, Manners Street,
Wellington 6142

M: s9(2)(a)

E: karen.larsen@nzfilm.co.nz

www.nzfilm.co.nz | ondemand.nzfilm.co.nz

From: [Mo Kalifa](#)
To: [Karen Anslow](#); [Michael Devlin](#)
Subject: RE: Facilities Management Services - understanding our obligations [UNCLASSIFIED]
Date: Monday, 18 August 2025 3:28:01 p.m.
Attachments: [image001.jpg](#)
[image006.png](#)
[image007.jpg](#)
[image002.jpg](#)
[image004.jpg](#)

Kia ora Karen,

Nice to e-meet you,

Great timing actually, my colleague [@Michael Devlin](#), our Senior Commercial Specialist who looks after the Property Consultancy contract, has been talking to Karen Larsen and we will probably meet up this week or next week to discuss joining the Property Consultancy contract which probably covers most of your needs. I am copying Michael in this email.

Property Consultancy Services cover property planning, workplace strategy and change, valuation services, asset management, property related sustainability services, and property related iwi relationships. See link for more details [Property consultancy services | New Zealand Government Procurement](#)

Other services like architecture and design, project management, fit out management can be covered under the construction consultancy contract [Construction consultancy services | New Zealand Government Procurement](#)

For office furniture fit out, please refer to [Workplace and classroom furniture | New Zealand Government Procurement](#).

Please let me know if you have any other questions,

Many thanks,
Mo

Mo Kalifa
ACCOUNT MANAGER

New Zealand Government Procurement | Regional Development & Commercial Services
Ministry of Business, Innovation & Employment | Hikina Whakatutuki

mo.kalifa@mbie.govt.nz

Waea/Telephone: s9(2)(a) | Waea pukoro/Mobile: s9(2)(a)

Level 15, Te Iho, 1 Bowen Street, Wellington 6140

www.procurement.govt.nz

NZBN 9429000106078



From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Monday, 18 August 2025 2:36 pm
To: Mo Kalifa <Mo.Kalifa@mbie.govt.nz>
Subject: Facilities Management Services - understanding our obligations

Kia ora Mo

I've been given your contact by Karen Larsen, CFO at the NZ Film Commission. I'm going to be assisting her with determining our options for our Wellington office space, as our lease is due for renewal in July 2026. I'm hoping you can give me some advice.

Like many government agencies, we have significantly restructured the organisation, and our current office is now too big for us. We will either need to sublease part of the space (which will require work to be able to separate the subleased part of the office) or find a new location entirely.

I have looked at the Facilities Management Services page for the All of Government procurement projects, and they look like bigger projects than what we would be looking at. Do we need to go through a panel provider for this kind of project? I will be asking for assistance on finding a new office and /or quoting for fit out/make good work.

Would you have any recommendations on our approach here? I have a list of a few companies who have already shown interest in working with us, but they are not on the AOG contract.

Again, I will be very appreciative of any advice you can give me. Thanks so much!

Karen

Karen Anslow (she/her) | Executive Assistant to the CE
New Zealand Film Commission | Te Tumu Whakaata Taonga
L3, 119 Ghuznee St, Wellington 6011
PO Box 11546, Manners Street, Wellington 6142

From: s9(2)(a)
To: [Karen Anslow](#)
Subject: RE: NZ Film Commission - end of lease options
Date: Tuesday, 19 August 2025 8:09:48 a.m.
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.png](#)
[image004.jpg](#)

Hi Karen,

Thanks for reaching out, yes this is definitely something MC can help with.

In regard to the brief can you fill in the gaps for me?

- 20 staff would equate to approximately 350-400 sqm
- What is the minimum seismic rating required for a building?
- What is your preferred location?
- Would you like character space or open to options?
- How many car parks do you require with the lease?
- Do you still require space for a small cinema?

I can add your requirement and start by sending a list of properties currently available, we can then arrange to meet and discuss.

Please come back to me with comments and I will be in contact.

Regards,

s9(2)(a)

M: s9(2)(a)

E: s9(2)(a)

W: mcpropertygroup.co.nz



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From: Karen Anslow <karen.anslow@nzfilm.co.nz>

Sent: Monday, 18 August 2025 3:06 pm
To: s9(2)(a) mcpropertygroup.co.nz>
Subject: NZ Film Commission - end of lease options

Kia ora s9(2)(a)

I have been given your contact by Karen Larsen. I'm assisting with determining our options when our lease is due for renewal in July next year.

Our office in Wellington has undergone significant change (like many in the public service) and our Wellington office space is now too large for our purposes. We will need to investigate whether it is better to move to a new location, or stay where we are and sublease part of the space.

Is this something you can assist with?

We currently have:

- 20 staff, with most opting to WFH at least one day a week.
- Around 809m² of space across two floors and a mezzanine (includes a small private cinema)

I'd be happy to chat further to get an understanding of what information you might need from me.

Ngā mihi
Karen

Karen Anslow (she/her) | Executive Assistant to the CE
New Zealand Film Commission | Te Tumu Whakaata Taonga
L3, 119 Ghuznee St, Wellington 6011
PO Box 11546, Manners Street, Wellington 6142
s9(2)(a)
www.nzfilm.co.nz | ondemand.nzfilm.co.nz



From: [Guy Lorigan](#)
To: [Karen Anslow](#)
Cc: [Jack Wiley](#)
Subject: RE: NZFC - end of lease options
Date: Monday, 18 August 2025 3:12:06 p.m.
Attachments: [image001.png](#)
[image005.gif](#)
[image006.jpg](#)
[image007.png](#)
[image008.jpg](#)
[WLG Client - StayGo.pdf](#)

Hi Karen,

Thanks for reaching out.

Absolutely. Our in-house strategy team supports clients through stay vs go analysis and develops a robust property brief to aid in their property search.

I want to set up a brief meeting with my Wellington-based colleague Jack Wiley to discuss how we typically provide end-to-end support from early strategy and feasibility to design, cost management, and delivery.

I've included a redacted example of an output we provided to another client to show the value we provide. They were very happy with the output and provided validation to their decision-making.

How are you placed for a meeting this Wednesday at 11:00am? Otherwise, let me know what date/time suits you.

Ngā mihi

Guy Lorigan
Client Engagement

t **s9(2)(a)**
Level 24 HSBC Tower, 188 Quay Street, Auckland 1010 New Zealand
[unispace.com](#)



From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Monday, 18 August 2025 2:54 p.m.
To: Guy Lorigan **s9(2)(a)**
Subject: NZFC - end of lease options

EXTERNAL: This email originated from outside Unispace. Do not click links or open attachments unless

you recognise the sender and know the content is safe.

This email was sent from karen.anslow@nzfilm.co.nz

Kia ora Guy

I have been passed your contact by Karen Larsen and Chris Payne. I'm assisting with determining our options when our lease is due for renewal in July next year.

Our office in Wellington has undergone significant change (like many in the public service) and our office space is now too large for our purposes. We will need to investigate whether it is better to move to a new location, or stay where we are and sublease part of the space.

Is this something you can assist with?

We currently have:

- 20 staff, with most opting to WFH at least one day a week.
- Around 809m² of space across two floors and a mezzanine (includes a small private cinema)

I'd be happy to chat, and can provide any information you need to determine what your involvement might be.

Ngā mihi

Karen

Karen Anslow (she/her) | Executive Assistant to the CE
New Zealand Film Commission | Te Tumu Whakaata Taonga
L3, 119 Ghuznee St, Wellington 6011
PO Box 11546, Manners Street, Wellington 6142
T: s9(2)(a)
www.nzfilm.co.nz | info@nzfilm.co.nz



From: [Jack Wiley](#)
To: [Karen Anslow](#); [Nicholas Wong](#)
Subject: Re: Workplace Strategy Engagement | Unispace
Date: Monday, 25 August 2025 3:38:01 p.m.
Attachments: [image001.png](#)
[image004.png](#)
[image005.jpg](#)
[image006.jpg](#)
[image.png](#)
[Unispace - MW Letter of Recommendation 2.pdf](#)

Hi Karen,

Please find attached a reference letter, along with the contact details for s9(2)(a)

s9(2)(a)

I can arrange a Teams meeting for you and Nick on 9 September if that works, anytime after 9:30am. I'll be on annual leave that day, but Nick will be available to assist with any questions regarding the engagement.

Kind regards,

Jack Wiley Principal, Client Engagement • [unispace.com](#) • t s9(2)(a)

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Monday, August 25, 2025 1:55 PM
To: Jack Wiley s9(2)(a)
Subject: RE: Workplace Strategy Engagement | Unispace

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This email was sent from karen.anslow@nzfilm.co.nz

Kia ora Jack

Thanks for sending this through and I will onshare with the boss to get her view. She would also really like it if I could have a chat with one of your recent clients to get an insight on how things went (do some due diligence). Would that be possible?

I'm only working two days this week and two days next week, so my time is a bit limited. Can we aim to have a catch up with Nick on 9 September? Any time would suit.

Ngā mihi
Karen



Karen Anslow (she/her) | Executive Assistant to the CE
New Zealand Film Commission | Te Tumu Whakaata Taonga
L3, 119 Ghuznee St, Wellington 6011
PO Box 11546, Manners Street, Wellington 6142
T: s9(2)(a)
www.nzfilm.co.nz | ondemand.nzfilm.co.nz



From: Jack Wiley s9(2)(a)
Sent: Friday, 22 August 2025 12:20 p.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: Workplace Strategy Engagement | Unispace

Hi Karen,

It was a pleasure meeting you the other day, and thank you again for taking the time to show Ashley and me around your space. As promised, I've attached a proposal outlining a strategy engagement to support the New Zealand Film Commission with the upcoming Stay vs Go decision.

Alongside this, I've also included a Short Form Agreement reflecting the scope and fee outlined in the proposal.

May I suggest a 15-minute Teams call early next week? This would be a chance for me to introduce you to our workplace strategy expert, Nick Wong, and walk through the proposal together, answering any questions you might have. Please let me know a day and time that works best for you.

In the meantime, don't hesitate to get in touch if anything comes up.

Wishing you a great weekend ahead.

Regards

Jack Wiley
Principal, Client Engagement

t s9(2)(a)
Level 24, NTT Tower 157 Lambton Quay, Wellington 6011 New Zealand
unispace.com



Email attachments Short Form Agreement for Consultant Engagement and Proposal for Strategy are withheld in full under section 9(2)(b)(ii) of the OIA.

From: s9(2)(a) catalyst-group.co.nz>
Sent: Tuesday, 2 September 2025 8:55 a.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: Re: NZ Film commission - assistance with end of lease options

Hi Karen,

Another email from me

Below are s9(2)(a) details from s9(2)(a) if you wish to chat to him about the project we did with them.

s9(2)(a)

[Redacted]

[Redacted]

[Redacted]

Kind Regards,



s9(2)(a)

[Redacted]

From: s9(2)(a) catalyst-group.co.nz>
Sent: Monday, September 1, 2025 5:03 PM
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: Re: NZ Film commission - assistance with end of lease options

Hi Karen,

Thank you for your time today. Please see attached our capability statement (which does include the s9(2)(b)(ii) but have also linked a couple of other projects below which I thought were worth showing you.

s9(2)(b)(ii)

[Redacted]

As we mentioned the first step would be to do a strategy piece to help you identify how

much space the business needs and then look to do test fits, and feasibility pricing to ensure we are getting the right amount of space and something that is commercially viable. I will look to have this proposal back to you in the next couple of days.

Below is the link to the space we thought may tick some boxes for you.

s9(2)(b)(ii)

Good luck with your show over the next few days
Kind Regards,

s9(2)(a)



From: s9(2)(a) <catalyst-group.co.nz>

Sent: Tuesday, August 26, 2025 9:13 AM

To: Karen Anslow <karen.anslow@nzfilm.co.nz>

Subject: Re: NZ Film commission - assistance with end of lease options

Hi Karen,

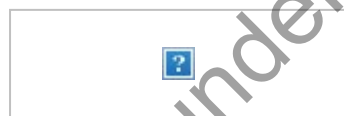
No worries- I hope the weather stays this amazing for when you are on leave!

I have just sent an invite for Monday at 2.30pm

Look forward to meeting you on Monday.

Kind Regards,

s9(2)(a)



From: Karen Anslow <karen.anslow@nzfilm.co.nz>

Sent: Tuesday, August 26, 2025 9:02 AM

To: s9(2)(a) <catalyst-group.co.nz>

Subject: RE: NZ Film commission - assistance with end of lease options

You don't often get email from karen.anslow@nzfilm.co.nz. [Learn why this is important](#)

Hi

s9(2)(a)

Thanks for coming back to me. I'm actually on leave Wed-Fri this week, but would be happy to meet on Monday (anytime after 2pm) or Tuesday next week?

I'd be happy to show you around our current space and have a chat about what we need.

Ngā mihi
Karen



Karen Anslow (she/her) | Executive Assistant to the CE
New Zealand Film Commission | Te Tumu Whakaata Taonga
L3, 119 Ghuznee St, Wellington 6011
PO Box 11546, Manners Street, Wellington 6142
T: s9(2)(a)
www.nzfilm.co.nz | ordermand@nzfilm.co.nz



From: s9(2)(a) <[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>
Sent: Monday, 25 August 2025 6:11 p.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: Re: NZ Film commission - assistance with end of lease options

Hi Karen

Thank you for reaching out and please thank Karen for passing on my details.

It would be great to catch up in person if you are available to discuss the below and get a broader understanding of your requirements.

Are you available later this week? (Thursday or Friday?)

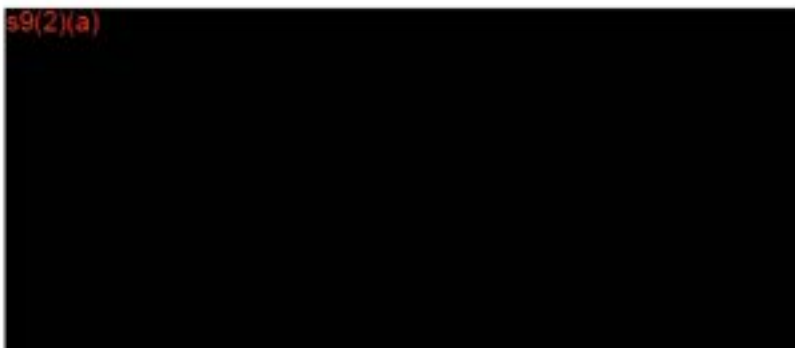
Look forward to hearing back.

s9(2)(a)

Kind Regards,



s9(2)(a)



From: Karen Anslow <karen.anslow@nzfilm.co.nz>

Sent: Monday, August 25, 2025 2:05 PM

To: s9(2)(a) <[REDACTED]> <catalyst-group.co.nz>

Subject: NZ Film commission - assistance with end of lease options

You don't often get email from karen.anslow@nzfilm.co.nz. [Learn why this is important](#)

Kia ora s9(2)(a) <[REDACTED]>

I have been given your contact by our CFO, Karen Larsen. I'm assisting with determining our options when our lease is due for renewal in July next year.

Our office in Wellington has undergone significant change (like many in the public service) and our office space is now too large for our purposes. We will need to investigate whether it is better to move to a new location or stay where we are and sublease part of the space.

Is this something you can assist with?

We currently have:

- 20 staff, with most opting to WFH at least one day a week.
- Around 809m² of space on two floors and a mezzanine (includes a small private cinema)

I'd be happy to chat, and can provide any information you need to determine what your involvement might be.

Ngā mihi
Karen



Karen Anslow (she/her) | Executive Assistant to the CE

New Zealand Film Commission | Te Tumu Whakaata Taonga

L3, 119 Ghuznee St, Wellington 6011

PO Box 11546, Manners Street, Wellington 6142

T: s9(2)(a) <[REDACTED]>

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From: [Karen Anslow](#)
To: [Annie Murray](#)
Cc: [Karen Larsen](#)
Subject: FYI: NZ Film commission - assistance with end of lease options
Date: Wednesday, 10 September 2025 10:40:00 a.m.
Attachments: [image006.png](#)
[image007.jpg](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.jpg](#)
[image002.jpg](#)
[Catalyst Capability Statement 2025_compressed - PN.pdf](#)
[image001.jpg](#)

Catalyst info and examples of their work below. I have a contact at s9(2)(ba)(i)
[REDACTED]

Meeting with property team from MBIE today, whose services are free (as long as they do what we need).

K

Email attachment Catalyst Capability Statement is withheld in full under section 9(2)(b)(ii) of the OIA.

Property consultant options

Recommendation: Catalyst, based on cost and cultural fit

	CATALYST	UNISPACE
Cost	s9(2)(b)(ii)	
Key benefits		
Strengths		
Risks		

From: [Chris Payne](#)
To: [Karen Anslow](#); [Karen Larsen](#)
Subject: RE: Wellington consultant for end of lease options
Date: Wednesday, 1 October 2025 12:25:31 p.m.
Attachments: [Catalyst Workplace Capability Statement for NZ Film Commission.pdf](#)
[image001.jpg](#)
[image002.jpg](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image008.jpg](#)
[image012.jpg](#)
[image014.jpg](#)
[image015.png](#)
[image016.jpg](#)
[image017.jpg](#)

Headlines from call this morning with **s9(2)(a)** re: their experience of working with Catalyst (p.13 of **attached** refers):

s9(2)(b)(ii) & s9(2)(ba)(i)

Chris Payne | Deputy Chief Executive | Head of Co-Production and Incentives
New Zealand Film Commission | Te Tumu Whakaata Taonga
Level 3, 119 Ghuznee St, Wellington 6011 | PO Box 11546, Manners Street, Wellington 6142
T: **s9(2)(a)**
[www.nzfilm.co.nz](#) | [ondemand.nzfilm.co.nz](#) | [lookbook.nzfilm.co.nz](#) | [pdvdirectory.nzfilm.co.nz](#)


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Please consider the environment before printing this e-mail.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Tuesday, 23 September 2025 4:26 p.m.
To: Chris Payne <chris.payne@nzfilm.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: RE: Wellington consultant for end of lease options

Perhaps we could have a chat after the Board meeting tomorrow on next steps? **s9(2)(b)(ii)**
s9(2)(b)(ii) – was waiting for Karen's thoughts.

From: Chris Payne <chris.payne@nzfilm.co.nz>
Sent: Monday, 22 September 2025 12:12 p.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: RE: Wellington consultant for end of lease options

Thanks for these – have read both and they're informative.

I feel Catalyst has the edge but would be interested to see if **s9(2)(b)(ii)**.

Chris Payne | Deputy Chief Executive | Head of Co-Production and Incentives
New Zealand Film Commission | Te Tumu Whakaata Taonga
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Please consider the environment before printing this e-mail.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Monday, 22 September 2025 10:10 a.m.
To: Chris Payne <chris.payne@nzfilm.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: RE: Wellington consultant for end of lease options

s9(2)(a) reference attached – who was with s9(2)(ba)(i)

K

From: Karen Anslow
Sent: Monday, 22 September 2025 9:38 a.m.
To: Chris Payne <chris.payne@nzfilm.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: RE: Wellington consultant for end of lease options

Apologies, sent the wrong version of the reference check. Completed version attached.

I would like to decide on who to go with this week. So we can meet the deadline for a stay or go recommendation to the Board in November. Even if we don't have a recommended place TO go at that stage, we will have a clear idea on what we will need going forward and the risks and benefits of staying where we are.

I also had another reference check on Thursday for Catalyst which I will type up shortly. I had a call with s9(2)(a)

K

From: Chris Payne <chris.payne@nzfilm.co.nz>
Sent: Monday, 22 September 2025 9:28 a.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>
Cc: Annie Murray <annie.murray@nzfilm.co.nz>
Subject: RE: Wellington consultant for end of lease options

Kia ora Karens

I liaised with Annie on this kaupapa on Friday and she advised that she's happy for the three of us to progress this and keep her updated.

I reviewed the materials last week and think they're both strong candidates.

It would be good to see if s9(2)(b)(ii) is only one consideration, alongside the other aspects) – I've had a bit of engagement with them over the years, and toured their Wellington premises / model office space at one point and was impressed. The supplied s9(2)(ba)(i) reference (attached) appears to be missing content?

Some quick thoughts re: references:

- s9(2)(ba)(i) – Philippa and I are meeting with their CE and two SLT members in CHC on 14 October and can query their experience with Unispace in-person then if/as helpful and if not too late?
- s9(2)(ba)(i) – I know their CEO s9(2)(a) very well – she's an old friend of s9(2)(a), so would be happy to check in with her about their experience of working with Catalyst if/as appropriate. She's been there since January 2021 and CEO since September 2022 so would have good awareness of the work Catalyst did for them in 2023.

Noho ora mai

CP

Chris Payne | Deputy Chief Executive | Head of Co-Production and Incentives
New Zealand Film Commission | Te Tumu Whakaata Taonga
Level 3, 119 Ghuznee St, Wellington 6011 | PO Box 11546, Manners Street, Wellington 6142

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Please consider the environment before printing this e-mail.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>

Sent: Wednesday, 17 September 2025 2:53 p.m.

To: Annie Murray <annie.murray@nzfilm.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>; Chris Payne <chris.payne@nzfilm.co.nz>

Subject: Wellington consultant for end of lease options

Kia ora

This week I had calls with people who have worked with Unispace and Catalyst (to kick the tyres so to speak). At this point I would recommend we go with Catalyst but would really appreciate your input.

Note:

- If we prefer Unispace's offering, we could see if they would s9(2)(b)(ii)
- Catalyst's referee s9(2)(ba)(i) & s9(2)(b)(ii). Catalyst is going to provide another contact, so we could defer our decision until I've checked that out if you prefer.
- I also have a letter of recommendation for Unispace from s9(2)(a) if you would like to see it. Speaks to their expertise and insights.

Attachments:

- Recommendation & summary comparison
- Proposals
- Summary of reference checks

Ngā mihi

Karen

Karen Anslow (she/her) | Executive Assistant to the CE
New Zealand Film Commission | Te Tumu Whakaata Taonga
L3, 119 Ghuznee St, Wellington 6011
PO Box 11546, Manners Street, Wellington 6142

T: s9(2)(a)
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Reference checks withheld in full under sections 9(2)(b)(ii) and 9(2)(ba)(i) of the OIA.

From: [Brodie, Gus @ Wellington](#)
To: [Karen Anslow](#)
Cc: [Soulis, Paul @ Wellington](#)
Subject: RE: CBRE - Wellington office market
Date: Monday, 6 October 2025 4:08:10 p.m.
Attachments: [image001.jpg](#)
[image002.jpg](#)
[image003.png](#)
[image004.jpg](#)

Kia ora Karen

Thank you for getting back to us.

A workplace strategy is a great initiative and a good indicator of whether your current premise is servicing your organisation efficiently. Based on deals we have achieved in the last 18-24 months we found majority of tenants were underutilising their office and were making a 20-30% reduction on average when shifting to new premises.

Following the outcome of your workplace strategy, if there are inefficiencies, we would be happy to provide suitable market options for your consideration. The Wellington office market is experiencing a 25-year high vacancy which is providing a broad range of opportunities and large incentives for tenants, whether that be rent free or turn-key fit-outs.

Many thanks,

Gus

Gus Brodie

Senior Negotiator
CBRE | Office | Investor Leasing | Wellington
Level 24 195 Lambton Quay, CBD, Wellington, 6011
s9(2)(a)

CBRE (Agency) Ltd, Licensed Real Estate Agent (REAA 2008)

[Complaints and Dispute Resolution Procedures | CBRE New Zealand](#)

From: Karen Anslow <karen.anslow@nzfilm.co.nz>

Sent: Monday, 6 October 2025 3:21 pm

To: Brodie, Gus @ Wellington s9(2)(a)

Cc: Soulis, Paul @ Wellington s9(2)(a)

Subject: RE: CBRE - Wellington office market

External

Kia ora Gus

Apologies I hadn't replied sooner and thanks for thinking of us.

We are about to start work with Catalyst on our workplace strategy, so we have things in hand for now.

Ngā mihi

Karen

Karen Anslow (she/her) | Executive Assistant to the CE
New Zealand Film Commission | Te Tumu Whakaata Taonga
L3, 119 Ghuznee St, Wellington 6011
PO Box 11546, Manners Street, Wellington 6142
T: s9(2)(a)
www.nzfilm.co.nz | ondemand.nzfilm.co.nz


From: Brodie, Gus @ Wellington s9(2)(a)
Sent: Monday, 6 October 2025 2:34 p.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Cc: Soulis, Paul @ Wellington s9(2)(a)
Subject: RE: CBRE - Wellington office market

Kia ora Karen

Just following up on the below.

Was there any interest to catch up and discuss the Wellington market and any potential requirement you may have.

Thanks, Gus

Gus Brodie

Senior Negotiator
CBRE | Office | Investor Leasing | Wellington
Level 24 195 Lambton Quay, CBD, Wellington, 6011
s9(2)(a)

CBRE (Agency) Ltd, Licensed Real Estate Agent (REAA 2008)

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From: Brodie, Gus @ Wellington

Sent: Thursday, 25 September 2025 11:52 am

To: 'karen.anslow@nzfilm.co.nz' <karen.anslow@nzfilm.co.nz>

Cc: Soulis, Paul @ Wellington s9(2)(a)

Subject: CBRE - Wellington office market

Kia ora Karen

My name is Gus Brodie, and I work for the CBRE office leasing team here in Wellington specialising in CBD and Te Aro leasing.

It's certainly an interesting time employers find themselves in, dealing with elements of hybrid working and office utilisation which involves rethinking how employers can create a more desirable office in an effort to attract and retain employees.

We are finding organisations reconsider their workplace strategy and part of this strategy organisations are not just reviewing the office fit out they occupy, but also the quality of the building, amenity in the building, and for Wellington particularly the building location.

If of interest, it would be great to have the opportunity to have a coffee and discuss the commercial office market and trends we are seeing with you, as this may assist you with any upcoming lease renewal or potential relocation.

Crown consolidation, recessionary pressures and agile working (WFH) has resulted in a 25-year high vacancy which is providing great opportunities and large incentives for tenants.

I look forward to hearing from you and having a chat should this be of interest.

Thanks, Gus

Gus Brodie

Senior Negotiator

CBRE | Office | Investor Leasing | Wellington

Level 24 195 Lambton Quay, CBD, Wellington, 6011

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From: s9(2)(a)
To: Karen Andrew; s9(2)(a)
Subject: Re: NZ Film commission - assistance with end of lease options
Date: Friday, 3 October 2025 4:29:05 p.m.
Attachments: [image003.png](#)
[image004.jpg](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.jpg](#)
[image010.jpg](#)
[image011.jpg](#)
[Outlook-0hblhapz.png](#)
[Outlook-r2oqatfb.png](#)
[Outlook-rk0h21om.png](#)
[Outlook-xla2w5ea.png](#)
[Outlook-A picture .png](#)
[Outlook-A picture .png](#)
[Outlook-A picture .png](#)
[Outlook-A picture .png](#)
[ATT00001.png](#)
[ATT00002.png](#)
[ATT00003.png](#)
[ATT00004.png](#)
[SP1844 Key drivers & Establishment mta outline Rev A 3.10.25.pdf](#)

Hi Karen,

Please see attached an outline for the Establishment meeting next week. It would be great if you and the others can have a think about this ahead of the meeting, thanks.

Look forward to seeing you next week.

Ngā mihi,

s9(2)(a)



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s9(2)(a)

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Nga Mihi,



s9(2)(a)

From: s9(2)(a) <s9(2)(a)@catalyst-group.co.nz>
Sent: Friday, October 3, 2025 11:15 AM
To: Karen Anslow <karen.anslow@nzfilm.co.nz>; s9(2)(a) <s9(2)(a)@catalyst-group.co.nz>
Subject: Re: NZ Film commission - assistance with end of lease options

Hi Karen,

Nice to e-meet you too.

Wednesday 3-4pm works for me. Please lock it in, thanks.

I'll come back to you later today with the outline plan for the session and some topics to think about before hand.

Nga Mihi,



s9(2)(a)

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Thursday, October 2, 2025 5:14 PM
To: s9(2)(a) <s9(2)(a)@catalyst-group.co.nz>; s9(2)(a) <s9(2)(a)@catalyst-group.co.nz>
Subject: RE: NZ Film commission - assistance with end of lease options

Kia ora s9(2)(a) (lovely to e-meet you)

I don't have many options where all three of us are available next week, so I'm hopeful 3pm-4.30pm on Wednesday would work for you? If not, I'll see what I can juggle.

Ngā mihi

Karen



Karen Anslow (she/her) | Executive Assistant to the CE
New Zealand Film Commission | Te Tumu Whakaata Taonga
L3, 119 Ghuznee St, Wellington 6011
PO Box 11546, Manners Street, Wellington 6142
s9(2)(a)
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From: s9(2)(a) <[redacted]@catalyst-group.co.nz>
Sent: Thursday, 2 October 2025 11:42 a.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>; s9(2)(a) <[redacted]@catalyst-group.co.nz>
Subject: Re: NZ Film commission - assistance with end of lease options

Hi Karen,

Thank you for your time on the phone.

As mentioned I wanted to introduce you to s9(2)(a) (copied in) who will be leading this project.

It would be great to get something locked in the Calander for next week for us to come and gather the initial requirements and talk through the process with your internal project team. s9(2)(a) will also send some information through prior to this meeting for you and the team to have a think about.

Thank you so much for this opportunity and we look forward to working with you on this.

All the best,

s9(2)(a)
[redacted]

Kind Regards,



s9(2)(a)
[redacted]
[redacted]
[redacted]
[redacted]

From: s9(2)(a) <[redacted]@catalyst-group.co.nz>

Sent: Thursday, September 11, 2025 3:56 PM

To: Karen Anslow <karen.anslow@nzfilm.co.nz>

Subject: Re: NZ Film commission - assistance with end of lease options

Kia Ora Karen,

Please see attached our proposal to assist NZ film commission in the initial workplace strategy piece with the approach and pricing on page 6 & 7.

If you have any queries at all please don't hesitate to contact me.

Look forward to hearing back from you.

s9(2)(a)

Kind Regards,

s9(2)(a)



[Redacted signature block]

From: Karen Anslow <karen.anslow@nzfilm.co.nz>

Sent: Wednesday, September 10, 2025 10:41 AM

To: s9(2)(a) <catalyst-group.co.nz>

Subject: RE: NZ Film commission - assistance with end of lease options

Thanks s9(2)(a) for the info. We'll chat internally and come back once we have made a decision.

Ngā mihi

Karen



Karen Anslow (she/her) | Executive Assistant to the CE

New Zealand Film Commission | Te Tumu Whakaata Taonga

L3, 119 Ghuznee St, Wellington 6011

PO Box 11546, Manners Street, Wellington 6142

s9(2)(a)

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From: [Karen Anslow](#)
To: s9(2)(a)
Subject: RE: NZ Film Commission - Workplace strategy
Date: Monday, 20 October 2025 9:17:00 a.m.
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.jpg](#)
[image013.png](#)
[image014.jpg](#)

Mōrena s9(2)(a)

Thanks for the summary – looks good to me, and I'll share that with Chris and Karen too.

I have 14 people down as attending, with another three yet to respond. I'm not sure of the mix between online and in person, but it looks like the majority will be in person. I'll make sure one person from every team brings a laptop.

See you this afternoon!

Karen

From: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Sent: Friday, 17 October 2025 3:09 p.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: Re: NZ Film Commission - Workplace strategy

Sorry hit send to quickly! I have also attached a summary page from my catch up with Karen and Chris. If you wanted to review and make sure happy with this. Thanks.

Have a good weekend.
Ngā Mihi,



s9(2)(a)
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>

Sent: Friday, October 17, 2025 3:07 PM
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: Re: NZ Film Commission - Workplace strategy

Hi Karen,

Thanks for clarifying the Teams & numbers.

Do you have an idea of how many will be joining online v's in person?

At this stage when we do some s9(2)(b)(ii)
[REDACTED] - 1. Attraction & Marketing, 2. Co-production & incentives,
3. Corporate, with 1-2pp teams joining up with these. Can you please ask 1 person
from each Team (1, 2, 3) to please bring their laptop to the sessions so there other
team members can connect with them.

Thanks.

Ngā mihi,

s9(2)(a)
[REDACTED]



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s9(2)(a)

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From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Thursday, October 16, 2025 10:38 AM
To: s9(2)(a) <[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>
Subject: RE: NZ Film Commission - Workplace strategy

Kia ora s9(2)(a)

I've added labels on the floorplan which defines each team – hope that clarifies? I've also added a more generic structure diagram which outlines briefly what each team is responsible for.

Ngā mihi

Karen

From: s9(2)(a) <[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>
Sent: Wednesday, 15 October 2025 12:17 p.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>; Chris Payne <chris.payne@nzfilm.co.nz>
Subject: Re: NZ Film Commission - Workplace strategy

Hi Karen,

Great, thanks for this information.

Are you able to please clarify the Wellington roles on the org. chart or label the teams on the plan/which colour relates to each team.

Here's the blurb which you can edit to explain the purpose of the workshop:

s9(2)(b)(ii)

[Redacted text block]

Together, we'll explore:

- s9(2)(b)(ii)
- Feedback on your current space and any productivity blockers
- How you and your team currently work
- Opportunities to enhance connection, collaboration, and focus - what settings could be used to support this
- Any specific requirements for your team

s9(2)(b)(ii)

[Redacted text block]

Looking forward to the session. I've pencilled in Monday 3-4pm for this session, let me know when this is confirmed. Thanks.

Nga Mihi,



s9(2)(a)

[Redacted text block]

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Tuesday, October 14, 2025 3:19 PM
To: s9(2)(a) <[REDACTED]>@catalyst-group.co.nz>
Cc: s9(2)(a) <[REDACTED]>@catalyst-group.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>;
Chris Payne <chris.payne@nzfilm.co.nz>
Subject: RE: NZ Film Commission - Workplace strategy

Kia ora s9(2)(a) <[REDACTED]>@catalyst-group.co.nz>

Great to chat this afternoon.

Information that you requested:

- Occupancy rate in the Wellington office: we have 18 staff with average occupancy between 53% - 67% each week. Mon and Fri tend to have the least amount of people in the office.
- We have three meeting rooms that people book:
 - Board room (Te Taurapa) – between 5% and 30% weekly occupancy
 - Manu pirere (internal meeting room) – between 6% and 19% weekly occupancy
 - Te Mahau (meeting room off reception) – between 1% and 19% weekly occupancy
- We have 5 other ex-offices that people don't book, they use for private calls/breakout spaces as needed.
- Floor plan attached – teams are colour coded.
- Org structure attached for teams and location of staff.
- Also noting that CE is based in Auckland and comes to Wellington at least once a month for a couple of days.

Hope that is helpful! Let me know if I can provide anything more.

Ngā mihi

Karen



Karen Anslow (she/her) | Executive Assistant to the CE
New Zealand Film Commission | Te Tumu Whakaata Taonga

L3, 119 Ghuznee St, Wellington 6011
PO Box 11546, Manners Street, Wellington 6142

T: s9(2)(a)

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From: s9(2)(a) <s9(2)(a)@catalyst-group.co.nz>

Sent: Friday, 10 October 2025 3:28 p.m.

To: Karen Anslow <karen.anslow@nzfilm.co.nz>; Chris Payne <chris.payne@nzfilm.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>

Cc: s9(2)(a) <s9(2)(a)@catalyst-group.co.nz>

Subject: NZ Film Commission - Workplace strategy

Hi,

Lovely to meet you Karen and Chris and sorry you were unwell Karen A. I hope you're feeling better.

It was great to learn more about the NZ Film Commission, how your team operates, and the vision you have for a workplace that better supports creativity, collaboration, and connection.

Given the condensed programme, I've prepared an initial project plan (attached) for your review. It would be great to confirm whether the proposed timing feels achievable for your team.

Proposed next steps and timing:

- 13 Oct: Give the team a heads-up and overview of the workplace engagement process, including that you're exploring options for a new premises. Set key upcoming milestones.
- 15 Oct: Catalyst to receive any occupancy data, room booking information, existing floor plans, and a summary of teams and staff numbers.
- 17 Oct: Workshop to gather workplace requirements (whole team invited). Would this date work, or would Monday 20 Oct be better?
- 24 Oct: Optional second workshop to present the draft Design Brief (your requirements and proposed space options) for team feedback before finalising.
 - Alternatively, we could skip the design brief presentation and instead review the test-fit plans with the group — depending on what you feel will work best given the workshop group size and to ensure focused direction.

Please let me know your thoughts on this proposed timing and approach.

Would you be able to also please complete this new client form, see attached.

We're really looking forward to partnering with you on your workplace journey.

Hope you have a great weekend.

Ngā Mihi,

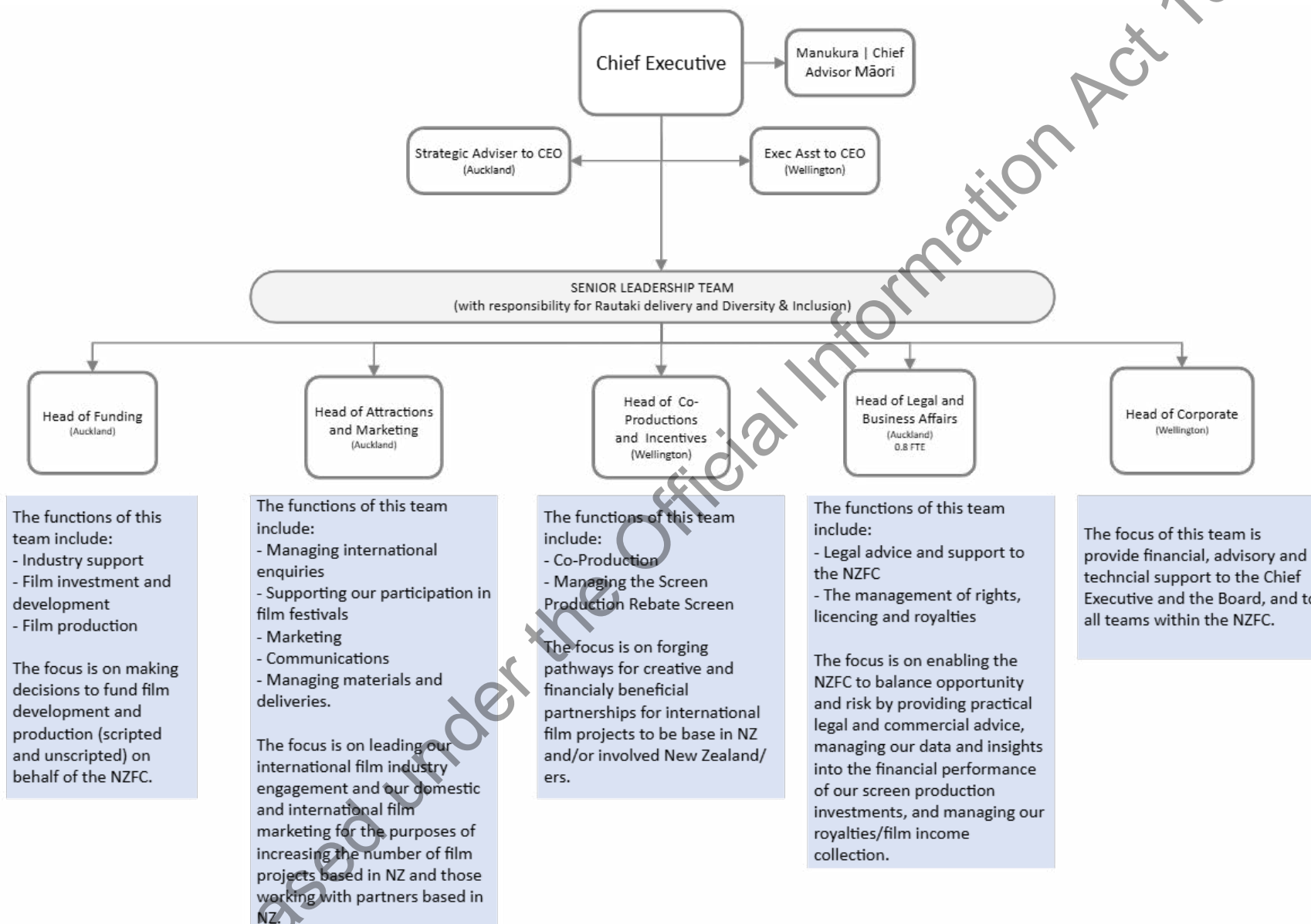



s9(2)(a)






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From: [Wayne Goodfellow](#)
To: [Karen Anslow](#)
Cc: [Karen Larsen](#); [Justin Angell](#)
Subject: RE: End of lease options - NZFC [UNCLASSIFIED]
Date: Monday, 13 October 2025 4:06:19 p.m.
Attachments: [image001.jpg](#)
[image003.png](#)
[image005.jpg](#)
[image007.png](#)
[image008.jpg](#)
[image002.jpg](#)
[image006.jpg](#)
[image010.jpg](#)

Kia ora Karen,

Thank you once again for your time. As advised previously we have taken some time and undertaken the following actions on behalf of the New Zealand Film Commission. I have highlighted our results in [BLUE](#).

- Provide options for a potential-location within the government footprint, thus meeting the requirements of government intent on surplus space.

We have taken a deep dive into your requirements and undertaken a comparison analysis on space and cost of what is available and coming available within the government portfolio. Looking throughout Wellington CBD and fringes It is safe to say the option you have currently outweighs all the options available in the government sector. We examined space and leases that were at tail end of their tenure and in the wider footprint of the designated government portfolio space. Re-assuring you and re-confirming the space you have (if still suitable), commercially, is the most viable.

The commercial market (particularly in your part of town) is very competitive and if you are considering a long term, the option of inviting your current landlord to operate a lease extension with a fit-out contribution is a very reasonable conversation to explore. These types of incentives are quite common and provides the landlord the benefit of capital investment into an asset which can be offset. It also may provide the opportunity of a versatile space for another tenant thus splitting term and risk of tenancy.

- Look into potential 'flatmates' who could migrate to your offices and to share the good relationship you have with the landlord whilst mutually economising on space.

We have examined the current government agencies looking for space or have surplus space that would fit as a 'flatmate' model. At this stage we have not be able to piece together a 'best' option for the space at your current office,

however this situation is very changeable. Should anything change, we will reach out with a viable option for you to review.

- Examine the Embassy Theatre area for possible options we are aware of within GPO.

We conducted a market scan in the Embassy Theatre area. There are some commercial options, however, to achieve your current car parking compliment it would require further investigation with a commercial agent based in Wellington. They are many reputable agencies, and we would suggest reviewing 3 and shortlisting 1 to conduct the market scan for you. Once again, your current lease costs were more competitive than what we could find.

- Lining up a member of our leasing team and assessing their availability should you require their assistance.

At this stage we have lined up one for the leasing team to assist with any lease review or practical leasing advice. Let me know if you do require further specialist advice or oversight.

Thank you once again and I hope all is going well.

We are only an email away if you would like us to examine anything more and provide further leasing assistance.

Take care.

Ka kite ano.

Wayne

Wayne Goodfellow MRICS BOINZ MSc BSc

Principal Portfolio Manager
Government Property Office

Government Property Office | Regional Development & Commercial Services
Ministry of Business, Innovation & Employment | Hīkina Whakatutuki

Email: wayne.goodfellow@mbie.govt.nz

Telephone: **S9(2)(a)**

Te Iho, 1 Bowen Street, Wellington 6140

GPOInfo@mbie.govt.nz



From: Wayne Goodfellow

Sent: Thursday, 11 September 2025 9:59 am

To: Karen Anslow <karen.anslow@nzfilm.co.nz>

Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>; Justin Angell <Justin.Angell@mbie.govt.nz>

Subject: RE: End of lease options - NZFC [UNCLASSIFIED]

Kia ora Karen,

Thank you and Karen once more for taking your time out to talk with Justin and I regarding the upcoming requirement of the New Zealand Film Commission. It was good to hear what areas of focus you have, the options you are considering and the timelines. In relation to this, Justin and I will work on the following to support the work you are undertaking:

- Provide options for a potential-location within the government footprint, thus meeting the requirements of government intent on surplus space.
- Look into potential 'flatmates' who could migrate to your offices and to share the good relationship you have with the landlord whilst mutually economising on space.
- Examine the Embassy Theatre area for possible options we are aware of within GPO.
- Lining up a member of our leasing team and assessing their availability should you require their assistance.

Noting your timeline, discussions with your current landlord and bringing this together well in advance of your November decision date and expiry notice requirements.

Thank you again

Ngā mihi nui

Wayne

From: Karen Anslow <karen.anslow@nzfilm.co.nz>

Sent: Tuesday, 2 September 2025 11:12 am

To: Wayne Goodfellow <Wayne.Goodfellow@mbie.govt.nz>; Justin Angell <Justin.Angell@mbie.govt.nz>

Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>

Subject: RE: End of lease options - NZFC [UNCLASSIFIED]

Sounds great -thank you both. I've just sent you an invite for 2.30 on Wednesday.

We'll see you then.

Ngā mihi

Karen

Karen Anslow (she/her) | Executive Assistant to the CE
New Zealand Film Commission | Te Tumu Whakaata Taonga
L3, 119 Ghuznee St, Wellington 6011
PO Box 11546, Manners Street, Wellington 6142

T: s9(2)(a)

www.nzfilm.co.nz | ondemand.nzfilm.co.nz



From: Wayne Goodfellow <Wayne.Goodfellow@mbie.govt.nz>

Sent: Tuesday, 2 September 2025 8:17 a.m.

To: Justin Angell <Justin.Angell@mbie.govt.nz>; Karen Anslow <karen.anslow@nzfilm.co.nz>

Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>

Subject: RE: End of lease options - NZFC [UNCLASSIFIED]

Thank you Justin

That would work.

Regards

Wayne

From: Justin Angell <Justin.Angell@mbie.govt.nz>

Sent: Monday, 1 September 2025 5:17 pm

To: Karen Anslow <karen.anslow@nzfilm.co.nz>; Wayne Goodfellow
<Wayne.Goodfellow@mbie.govt.nz>

Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>

Subject: RE: End of lease options - NZFC [UNCLASSIFIED]

Hi Karen

Both Wayne and I have a meeting 1-2pm next Wednesday. We could meet you at 2:30pm, if that works for you.

Justin

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Monday, 1 September 2025 5:03 pm
To: Wayne Goodfellow <Wayne.Goodfellow@mbie.govt.nz>
Cc: Justin Angell <Justin.Angell@mbie.govt.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: RE: End of lease options - NZFC [UNCLASSIFIED]

Kia ora Wayne

I'm away most of this week, so hoping that next Wednesday 10th would work for you and Justin? Anytime after 1pm would be great.

Ngā mihi
Karen

Karen Anslow (she/her) | Executive Assistant to the CE
New Zealand Film Commission | Te Tumu Whakaata Taonga
L3, 119 Ghuznee St, Wellington 6011
PO Box 11546, Manners Street, Wellington 6142
T: s9(2)(a)
www.nzfilm.co.nz | ondemand.nzfilm.co.nz


From: Wayne Goodfellow <Wayne.Goodfellow@mbie.govt.nz>
Sent: Friday, 29 August 2025 3:51 p.m.
To: Karen Larsen <karen.larsen@nzfilm.co.nz>
Cc: Karen Anslow <karen.anslow@nzfilm.co.nz>; Justin Angell <Justin.Angell@mbie.govt.nz>
Subject: RE: End of lease options - NZFC [UNCLASSIFIED]

Kia ora Karen,

Thank you for sending that through. Would be keen to look at your space with my colleague Justin, who has a good handle of the Wellington market. If you could highlight any dates/times that would be great.

I have reviewed the attached last renewal (not full lease terms) and calculated the rent at \$284psm, it's not precise to me if that's net or gross at this stage (not to worry). Assume it's net rental in which case, would be good to know what opex is current and forecasted. We can assume market rent review will apply at renewal too.

Not sure if you have an ROR or are in final term and/or how long they might commit if

staying? Good to discuss and advise if you need?

Obviously, there could be some incentive negotiated for (say) a new 6 year term and you might the landlord contribution to build the quiet spaces or boardroom you mentioned you need.

Assuming the building performs fine and opex isn't excessive, it is probably good value but there are some options to compare.

Thank you, Karen, and looking forward to catching up.

Ka kite ano.

Wayne

From: Karen Larsen <karen.larsen@nzfilm.co.nz>

Sent: Tuesday, 26 August 2025 6:29 pm

To: Wayne Goodfellow <Wayne.Goodfellow@mbie.govt.nz>

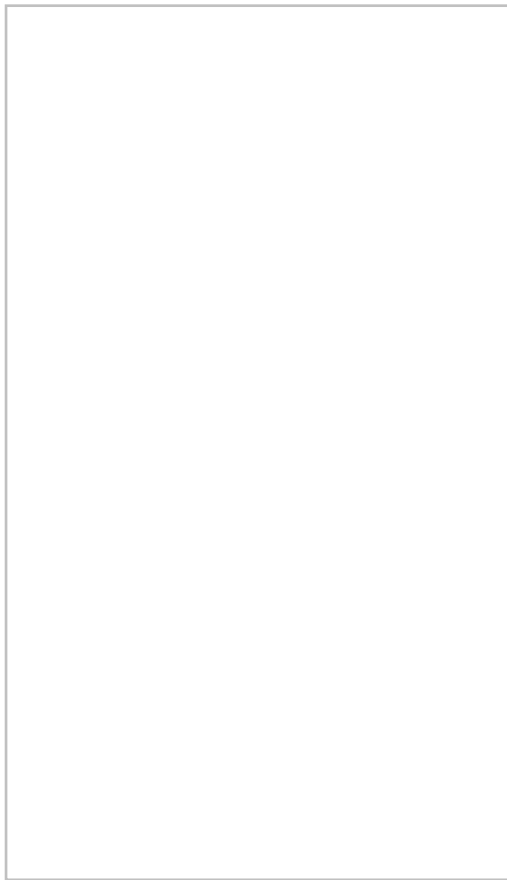
Cc: Karen Anslow <karen.anslow@nzfilm.co.nz>

Subject: Re: End of lease options - NZFC [UNCLASSIFIED]

Kia ora Wayne

We are currently paying \$230k for 808m2 + 8 carparks.

We are a very simple environment in terms of technology requirements - our theatre is rarely used and we don't anticipate needing to reinstate it elsewhere. We do require some quite space/meeting rooms and a board room environment for Board/Industry and other meetings - although we are also open to hiring space as needs require.



Let me know if you need more info or if you would like to look around our space in Ghuznee Street.

Ngā mihi,

Karen

From: Wayne Goodfellow <Wayne.Goodfellow@mbie.govt.nz>

Sent: 26 August 2025 4:30 PM

To: Karen Anslow <karen.anslow@nzfilm.co.nz>

Cc: Michael Devlin <Michael.Devlin@mbie.govt.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>

Subject: RE: End of lease options - NZFC [UNCLASSIFIED]

Kia ora Karen,

Thank you for your email. I will pull something together for you.

Did you have copy of your current lease/licence and a level of expectation regarding budget? This will enable us to shortcut some of the work we may need to do.

Thank you again and lovely meeting you all.

Ka kite ano

Wayne

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Tuesday, 26 August 2025 1:58 pm
To: Wayne Goodfellow <Wayne.Goodfellow@mbie.govt.nz>
Cc: Michael Devlin <Michael.Devlin@mbie.govt.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: End of lease options - NZFC

Kia ora Wayne

Lovely to speak to you (and Michael) today.

We are certainly interested in understanding how you can assist us as we approach the end of our lease here at 119 Ghuznee Street. We are aiming to take a recommendation to the Board in November on whether we stay where we are and sublease the extra space, or move to a new location.

Things to know:

- Our lease is up for renewal in July 2026
- 20 staff in Wellington office – no projected growth in staff numbers.
- Hybrid working, with most staff working from home at least one day a week
- We have a small cinema that is underutilised
- We share the building with NZ on Air and the Broadcasting Standards Authority
- Current footprint is across two floors and a mezzanine area

I have a proposal in from Unispace which includes s9(2)(b)(ii)

Catalyst is coming to meet me on Monday to discuss the same. Are you able to give us an idea of how you could help that may not require working with consultants?

I will be on leave Wed-Fri next week, but Karen Larsen will be here if you wanted to come by and see our office and chat about what we need. I will be back on deck from 8 September.

We look forward to hearing from you!

Ngā mihi

Criteria	Weight	L1/2-12 Allen St	s9(2)(b)(ii)					Ghuznee St
Location & Accessibility								
Near public transport	4	s9(2)(b)(ii)						
Carparking	3							
Accessibility features	5							
Bike racks	3							
Dog-friendly								
Security	4							
Earthquake strengthening								
Space & Layout								
Budget	5							
Meeting rooms	5							
Screening facilities	2							
Bathrooms	5							
Kitchen	5							
Size	5							
Environment & Atmosphere								
Natural light	4							
Air conditioning	3							
Building aesthetic	4							
Brand fit	4							
Technology & Infrastructure	4							
Sustainability	4							
Overall Comments		\$116,700 389m2 \$300/sqm (net)	s9(2)(b)(i)					\$230k incl carparks 808m2
Score 1 (Poor) to 5 (Excellent)	69	57.7	42.7	46.8	51.7	36.8	0	51

When are they moving out?
Sublease option/constraints?

Extra space cost?

Ask about bathrooms

Soundproofing

Released under

From: [Chris Payne](#)
To: [Karen Anslow](#); [Karen Larsen](#)
Subject: RE: NZ Film Commission
Date: Thursday, 6 November 2025 10:58:02 a.m.
Attachments: [image002.jpg](#)
[image010.jpg](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image017.png](#)
[image018.jpg](#)
[image019.png](#)
[image020.png](#)
[image021.png](#)

I'd be inclined to agree – given it's almost twice the cost of the Allen St options, plus I have reservations about the size but also the location (from security and optics etc. POVs).

Chris Payne | Deputy Chief Executive | Head of Co-Production and Incentives
New Zealand Film Commission | Te Tumu Whakaata Taonga
Level 3, 119 Ghuznee St, Wellington 6011 | PO Box 11546, Manners Street, Wellington 6142
T: [s9\(2\)\(a\)](#)
[www.nzfilm.co.nz](#) | [ondemand.nzfilm.co.nz](#) | [lookbook.nzfilm.co.nz](#) | [pdvdirectory.nzfilm.co.nz](#)



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Please consider the environment before printing this e-mail.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Thursday, 6 November 2025 9:58 a.m.
To: Chris Payne <chris.payne@nzfilm.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: FW: NZ Film Commission

Mōrena

Updated quote below for [s9\(2\)\(b\)\(ii\)](#) office without the auditorium. Compared to the two Allen St properties it is expensive and more space than we need. Shall we rule it out?

K

From: [s9\(2\)\(a\)](#) <[s9\(2\)\(a\)@mcpropertygroup.co.nz](mailto:s9(2)(a)@mcpropertygroup.co.nz)>
Sent: Thursday, 6 November 2025 8:00 a.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: RE: NZ Film Commission

Hi Karen,

Please see details below confirming the floor areas for the space minus the auditorium and including decks for [s9\(2\)\(b\)\(ii\)](#).

[s9\(2\)\(b\)\(ii\)](#)

s9(2)(b)(ii)

Let me know how you go with the initial term discussions as this will formulate what landlords will be willing to offer in terms of any incentive.

Regards,

s9(2)(a)

s9(2)(a)

MC Property Group



s9(2)(a)

www.mcpropertygroup.co.nz

Level 6, 150 Featherston Street, Wellington 6011



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From: [Chris Payne](#)
To: [Karen Anslow](#); [Karen Larsen](#)
Subject: RE: NZ Film Commission
Date: Thursday, 6 November 2025 5:44:05 p.m.
Attachments: [image001.jpg](#)
[image002.jpg](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Agree it's:

- worth looking at this one – photos and footprint do seem promising; and
- a good idea to see if Tayla could join for reasons outlined.

What time on Monday are you doing the visits?

Chris Payne | Deputy Chief Executive | Head of Co-Production and Incentives
New Zealand Film Commission | Te Tumu Whakaata Taonga
Level 3, 119 Ghuznee St. Wellington 6011 | PO Box 11546, Manners Street, Wellington 6142
T: [s9\(2\)\(a\)](#)

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From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Thursday, 6 November 2025 4:57 p.m.
To: Chris Payne <chris.payne@nzfilm.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: FW: NZ Film Commission

Another space for consideration – looks promising.

Karen L and are I are going to take Annie to check out 2-12 Allen Street and [s9\(2\)\(b\)\(ii\)](#) on Monday. We could see if we can take a look then?

Also, I've suggested to Annie we take Tayla with us (if she would like) for an accessibility and staff perspective.

K

From: [s9\(2\)\(a\)](#) <[s9\(2\)\(a\)@mcpropertygroup.co.nz](mailto:s9(2)(a)@mcpropertygroup.co.nz)>
Sent: Thursday, 6 November 2025 4:25 p.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Cc: [s9\(2\)\(a\)](#) <[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>
Subject: RE: NZ Film Commission

Hi Karen,

Catalyst went around for a second look at 2-12 Allen Street and [REDACTED] [REDACTED] cc'd).

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Please come back to me with any questions on the short-listed spaces and if you would like to schedule a time with your CE.

Regards,



MC Property Group
[cid:image005.png@01DC4F1D.10C516B0]
Level 6, 150 Featherston Street, Wellington 6011

[cid:image006.jpg@01DC4F1D.10C516B0]



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From: Karen Anslow <karen.anslow@nzfilm.co.nz>

Sent: Wednesday, 5 November 2025 9:41 am

To: s9(2)(a) <[REDACTED]> <[\[REDACTED\]@mcpropertygroup.co.nz](mailto:[REDACTED]@mcpropertygroup.co.nz)>

Subject: RE: NZ Film Commission

Thanks for the info s9(2)(a) <[REDACTED]>

Annie is no longer coming to Wellington on Thursday so we will pause on another visit for now.

Re: initial lease term – that's going to be a question we will put to the Board due to the current environment.

Look forward to hearing back from s9(2)(b)(ii) <[REDACTED]>

Nga mihi
Karen

From: s9(2)(a) <[REDACTED]>

s9(2)(a) <[REDACTED]> <[\[REDACTED\]@mcpropertygroup.co.nz](mailto:[REDACTED]@mcpropertygroup.co.nz)<[mailto:\[REDACTED\]@mcpropertygroup.co.nz](mailto:[REDACTED]@mcpropertygroup.co.nz)>>

Sent: Tuesday, 4 November 2025 1:38 p.m.

To: Karen Anslow

<karen.anslow@nzfilm.co.nz<<mailto:karen.anslow@nzfilm.co.nz>>>

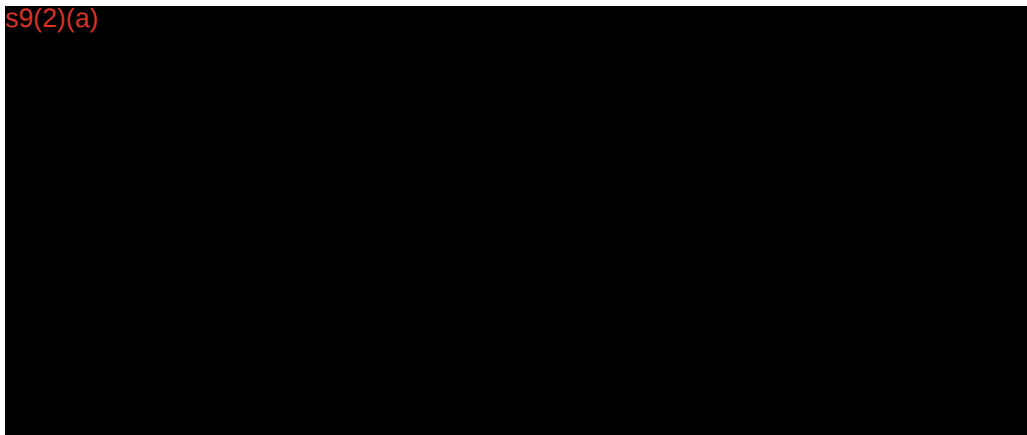
Subject: RE: NZ Film Commission

Hi Karen,

Please see below in red.

Regards

s9(2)(a)

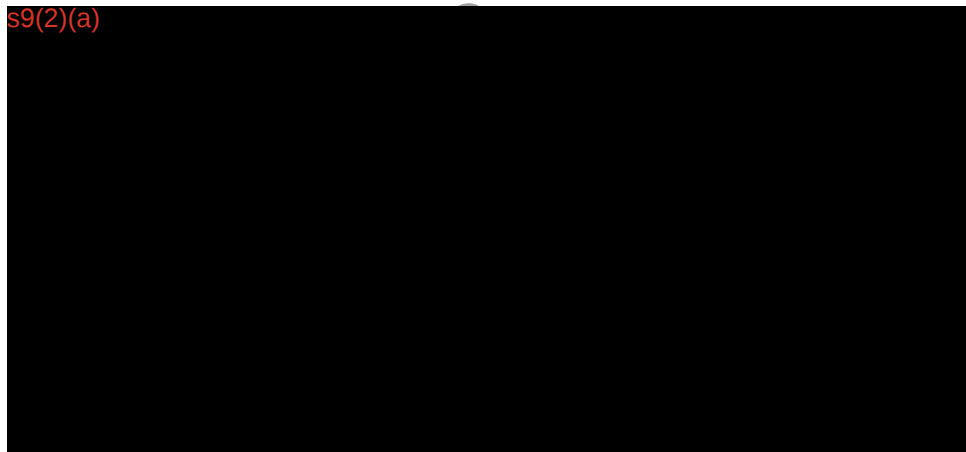
A large rectangular area of the document is completely blacked out, indicating redacted content. The redaction code 's9(2)(a)' is visible in the top-left corner of this area.

MC Property Group

[[cid:image005.png@01DC4F1D.10C516B0](#)]

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s9(2)(a)

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From: Karen Anslow

<karen.anslow@nzfilm.co.nz<<mailto:karen.anslow@nzfilm.co.nz>>>

Sent: Tuesday, 4 November 2025 12:02 pm

To: s9(2)(a)

s9(2)(a)@mcpropertygroup.co.nz<[mailto:s9\(2\)\(a\)@mcpropertygroup.co.nz](mailto:s9(2)(a)@mcpropertygroup.co.nz)>>

Subject: RE: NZ Film Commission

Kia ora s9(2)(a)

Thanks for your time last week.

We do have a couple of questions for you.

L1/2-12 Allen Street

* When do the current tenants move out? We know it is Q1, just wondering if there was a more specific date? s9(2)(b)(ii) are aiming to exit the premises s9(2)(b)(ii) with the current lease term running to 30 June 2027 s9(2)(b)(ii).

* If we were to opt for the sublease option, would there be any constraints on our ability to make changes to the space? If subleasing (or assigning lease) any fit out changes would require both outgoing tenant and Landlord approval. The preference would be for a new lease direct with Landlord, any incentive for an incoming Tenant would be subject to the lease surrender between Landlord and s9(2)(b)(ii). What is your preferred initial lease term?

s9(2)(b)(ii)

* What would the total m2 be if we carved out the auditorium? We would want to understand what the new total rent would be. Information requested. I will come back to you on this.

Also, our CE is potentially going to be in town on Thursday afternoon. Would it be possible to show her around our preferred spaces? L1/2-12 Allen St is currently top of the list, followed by the s9(2)(b)(ii)

Yes, Thursday afternoon works what time would suit? We would look to meet at s9(2)(b) first as this option requires a specific time with the Landlord. (b)

Ngā mihi

Karen

[cid:image014.jpg@01DC4F1F.5166E2F0] <<http://www.nzfilm.co.nz/>> Karen Anslow
(she/her) | Executive Assistant to the CE
New Zealand Film Commission | Te Tumu Whakaata Taonga
L3, 119 Ghuznee St, Wellington 6011
PO Box 11546, Manners Street, Wellington 6142
T: s9(2)(a)
www.nzfilm.co.nz<<http://www.nzfilm.co.nz/>>
[cid:image012.png@01DC4F1D.10C516B0] <<http://www.facebook.com/nzfilm>>
[cid:image013.jpg@01DC4F1D.10C516B0] <<https://twitter.com/NZFilmCommissh>>

From: s9(2)(a)
s9(2)(a) <[s9\(2\)\(a\)@mcpropertygroup.co.nz](mailto:s9(2)(a)@mcpropertygroup.co.nz)>
Sent: Tuesday, 4 November 2025 7:39 a.m.
To: Karen Anslow
<karen.anslow@nzfilm.co.nz>
Cc: s9(2)(a) <[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>; s9(2)(a)
<[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>
Subject: NZ Film Commission

Hi Karen,

Just checking in following our viewings last week, what were your thoughts on the properties we saw?

If helpful, I'd be happy to arrange a second viewing or line up a few additional options to compare.

Please feel free to come back to me with any feedback or next steps.

Kind regards,

s9(2)(a)

[cid:image003.png@01DC4F1D.10C516B0]
s9(2)(a) <[s9\(2\)\(a\)@mcpropertygroup.co.nz](mailto:s9(2)(a)@mcpropertygroup.co.nz)>

From: s9(2)(a)
To: Karen Anslow
Cc: Chris Payne; Karen Larsen; s9(2)(a)
Subject: Re: NZ Film Commission
Date: Sunday, 9 November 2025 8:48:03 p.m.
Attachments: [image009.png](#)
[image010.png](#)
[image014.png](#)
[image015.png](#)
[image018.png](#)
[image019.jpg](#)
[image020.png](#)
[image021.png](#)
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[image024.jpg](#)
[image025.png](#)
[image026.png](#)
[image027.png](#)
[image001.jpg](#)
[Outlook-qvvturpi.png](#)
[Outlook-cjsuudsd.png](#)
[Outlook-mwfyacrd.png](#)
[Outlook-edleefuy.png](#)
[100028_NZ Film Commission_Testfits 9.11.25.pdf](#)

Hi all,

We have progressed the testfit plans for Allen street, s9(2)(b)(ii) and your existing space. Please see these attached.

Your existing space Level 3 North side and mezzanine totals approx. 409m2 which does align with the design brief. You would need advice from your existing landlord if the proposed split is desirable. The plans provided for your existing space aren't accurate so a site measure would be required to see if the proposed plan is actually feasible.

Following the site visit tomorrow for the new site it would be good to get feedback on which sites are mostly likely and we can then progress feasibility pricing on these. Thanks.

Ngā Mihi,

s9(2)(a)



From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Tuesday, November 4, 2025 11:48 AM
To: s9(2)(a) <s9(2)(a)@catalyst-group.co.nz>; s9(2)(a) <s9(2)(a)@catalyst-group.co.nz>
Cc: Chris Payne <chris.payne@nzfilm.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: RE: NZ Film Commission

Hi s9(2)(a)

How are we doing with our timeline? I'm aware we will have Board papers going out next Friday, and I don't want to put extra pressure on you. I have put some questions to s9(2)(a)

but my instinct is 2-12 Allen and s9(2)(b)(ii) will be the two locations we will need to have preliminary costings for.

For the existing space, what further information can I help you with to get a zone plan? And then we would need to look at what it would cost to refit our space to work better.

Let me know if there is anything else you need to start pulling an analysis together.

Karen

From: s9(2)(a) <[redacted]@catalyst-group.co.nz>
Sent: Friday, 31 October 2025 1:08 p.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>; s9(2)(a) <[redacted]@catalyst-group.co.nz>
Cc: Chris Payne <chris.payne@nzfilm.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: Re: NZ Film Commission

Hi Karen,

Great to see you and Chris on Wednesday - thank you for your time.

There were great options for you! Our thoughts align with yours that these 3 were the top contenders with good character, the space requirements aligning and typically a good starting point with some existing fitout.

s9(2)(a) advised s9(2)(b)(ii) toilets were gendered toilets which were shared with the other tenants, so it would be good to check these out when you do another visit.

We would suggest doing a test fit on each space (2-12 Allen, s9(2)(b)(ii)) as this will help show how your requirements fit in the space and the extent of fitout works needed for each site.

For your existing space we suggest starting off with a zone plan showing the tenancy split locations in the first instance.

Once we have identified how you would fit in each of these spaces we can look to do some feasibility pricing on two options once they have been narrowed down, which can then be presented to the board along with terms on the spaces.

Let me know what you think on this?

Many thanks,

Kind Regards,

s9(2)(a)
[redacted]



s9(2)(a)



From: Karen Anslow <karen.anslow@nzfilm.co.nz>

Sent: Thursday, October 30, 2025 4:28 PM

To: s9(2)(a) <s9(2)(a)@catalyst-group.co.nz>; s9(2)(a) <s9(2)(a)@catalyst-group.co.nz>

Cc: Chris Payne <chris.payne@nzfilm.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>

Subject: RE: NZ Film Commission

Kia ora korua

Thanks for spending time with Chris and I yesterday to view those sites. We had a good chat today and attempted to rank them across a variety of factors.

L1/2-12 Allen Street is coming out on top for us at the moment due to the minimal fitout required and the right amount of space. We would look to find out when exactly they are leaving in Q1 next year, and if we looked at the sublease option (due to our uncertain circumstances) what constraints that might put on our ability to tweak the space to better meet our needs.

The site at s9(2)(b)(ii) also looks promising. It is probably more space than we need but very cost effective despite that. Neither Chris or I could recall what the situation was with the bathrooms – can you remember? It looks like they might be shared with other tenants? Also unclear where it sits from a technology fit so we would be asking about that. We would also need to test accessibility – the lift looked a bit unwieldy. If those questions can be resolved it would be our second option.

We could also consider s9(2)(b)(ii) in the running but it does have a few more concerns for us. We would definitely carve out the auditorium (with good soundproofing), though even then it would still leave us more space than we need. We are also very concerned about security at that location and the accessibility would be an issue. Where it did impress was the fitout with very little for us to do.

I think we can rule out s9(2)(b)(ii). It's probably worth a look at s9(2)(b)(ii) when we revisit two of the above properties, though it is a more expensive proposition.

I'd be interested to hear your thoughts! Especially how you think our current space compares with these options.

Ngā mihi
Karen



Karen Anslow (she/her) | Executive Assistant to the CE
New Zealand Film Commission | Te Tumu Whakaata Taonga
L3, 119 Ghuznee St, Wellington 6011
PO Box 11546, Manners Street, Wellington 6142
s9(2)(a)

www.nzfilm.co.nz



From: s9(2)(a) <s9(2)(a)@mcpropertygroup.co.nz>
Sent: Thursday, 30 October 2025 9:45 a.m.
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Cc: s9(2)(a) <s9(2)(a)@catalyst-group.co.nz>; s9(2)(a) <s9(2)(a)@catalyst-group.co.nz>
Subject: NZ Film Commission

Hi Karen,

It was great to meet you yesterday and to view some excellent property options together.

Following our inspections, please find the updated tour report attached. Note that we did not view s9(2)(b)(ii). I've also included the floor plans requested.

If you have any questions or would like to discuss any of the properties further, please let me know.

Kind regards,

s9(2)(a)

s9(2)(a)
MC Property Group



s9(2)(a)

s9(2)(a)@mcpropertygroup.co.nz
www.mcpropertygroup.co.nz

Level 6, 150 Featherston Street, Wellington 6011



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Tour reports withheld in full under section 9 (2)(b)(ii) of the OIA

MINUTES: 295th NZFC BOARD MEETING

26 & 27 November 2025

Held at NZFC office, Level 1, 14 Maidstone St, Auckland and via Zoom

Present: Graeme Mason (Chair), Ngila Dickson, Jon Kroll, Aimee McCammon, Jane Meares, and Sharon Menzies

In Attendance: Annie Murray (CE), Karen Larsen (Head of Corporate), Chris Payne (Deputy CE and Head of Co-Production & Incentives) and Karen Anslow (minutes)

WELLINGTON OFFICE LEASE – STAY OR GO

The paper was introduced by K Anslow and taken as read.

The Board queried if there was right-sized staffing now in Wellington, and whether an office was needed. A Murray confirmed that full disestablishment is not desirable, with government-facing functions held in Wellington and an ability to interact with the local industry.

Board member raised potential negative impressions associated with a move away from NZ On Air (NZOA) and perceived spending. NZOA did not want to consider any options to share space with NZFC (they have recently completed a large refit of their offices) and NZFC would be finding savings long term with reduced rent.

s9(2)(b)(ii)

. Messaging associated with a move would express NZFC is saving money, is reducing its environmental costs and committing to Wellington.

The recommended location on Allen Street has a turnkey environment so will require minimum investment to meet NZFC's needs. The space is slightly more than needed but considerably smaller than the current premises and could provide a versatile area for hosting the industry, screening films internally and externally, and for staff events.

The Board resolved to **APPROVE** the NZFC:

- A. commencing negotiations for a new lease at L1/2-12 Allen Street with the goal of relocating to that premises in early 2026;
- B. presenting terms of the lease for Board approval via email before the Christmas break; and

- C. briefing Minister Goldsmith on the proposed move, including noting that staff engaged with the Government Property Office and NZ On Air re: potential co-location/related options, without a viable pathway forward.

Released under the Official Information Act 1982

From: s9(2)(a) catalyst-group.co.nz
Sent: Monday, 17 November 2025 14:46
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Cc: s9(2)(a) catalyst-group.co.nz; s9(2)(a) catalyst-group.co.nz
Subject: NZ Film Commission - Feasibility budgets

Good afternoon Karen,

Lovely to meet with you both again this afternoon to run through the feasibility budgets.

As I mentioned, these are just high level feasibility budgets and we can certainly refine the scope to ensure it is in line with your expectations. I would also suggest a contingency when putting these budgets up for business case approval. Generally we recommend [REDACTED] of the budget value but once all the design is approved, we do issue it out to the trades for competitive pricing with the intention of coming in under the feasibility number.

Please let me know if you have any queries at all, happy to help.

I will issue you through some key milestones to achieve your programme in the next day or two.

Kind Regards,



s9(2)(a)
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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From: [Karen Larsen](#)
To: [Annie Murray](#)
Cc: [Karen Anslow](#); [Chris Payne](#)
Subject: Lease options
Date: Wednesday, 17 December 2025 11:52:57 a.m.
Attachments: [Outlook-NZFC_Prma](#)

Kia ora Annie,

Here's a summary of the landlord's offer for 2-12 Allen Street:

Lease Term Options:

- **6-year term (no break):** Includes 6 months rent-free contribution plus an additional month for fit-out (non-occupancy). Break notice is 6 months, but under this option, termination can only occur at year 6 without incurring costs. No make good on additional fixtures or fittings.

- **6-year term with 3-year break option:** s9(2)(b)(ii)

y.

s9(2)(b)(ii)

Hence a 6 year term, with no mid point break is more beneficial to us.

Key Points:

- Incentives: 7 months rent-free periods
- Break clause: 6-month notice period at end of term
- Financial security: waiver of bank guarantee - deposit is required
- Compliance: 70% Red book status (this equates to 70% NBS - Govt accommodation standards is 67%). No Asbestos on site.
- Rent: Proposed annual increase of 2.5% with hard ratchet -market review every three years
- Make-good: **No make-good on full 6-year term**; make good applies if lease ends after 3 years.
- Additional provisions: Early access for fit-out

Still to be confirmed/negotiated

- s9(2)(b)(ii)

Next Steps:

- Seek your appetite to continue to negotiate points above - specifically the term and break option
- Engage Buddle Findlay to review the lease

Please let me know if you'd like any further details or clarification.

Commercial Terms Comparison Table – 2-12 Allen Street

Term	6-Year Option KEY COMMERCIAL TERMS - NZFC 6 Year option (1) [KEY COMMER...option (1) [Word]	3-Year Option (Break Clause) KEY COMMERCIAL TERMS - NZFC 3 year option (1) [KEY COMMER...option (1) [Word]
Landlord	Animato Investments Limited	Animato Investments Limited
Tenant	NZ Film Commission	NZ Film Commission
Premises	Part Level 1, approx. 389.10m ²	Part Level 1, approx. 389.10m ²
Commencement Date	1 May 2026	1 May 2026
Initial Lease Term	6 years	6 years
Break Clause	Not specified	s9(2)(b)(ii)
Rights of Renewal	2 x 3 years	
Final Lease Expiry	12 years from commencement	
Net Rental	\$300.00 psm excl GST	
Operating Expenses (Opex)	\$156.70 psm excl GST, reviewed annually	
Deposit / Bank Guarantee	3 months gross rental excl GST	
Rent Reviews	3-yearly market rent reviews; fixed 3% annual increases (except review dates)	
Rental Ratchet	Hard ratchet (rent cannot drop below previous rent)	
Rental Incentives	1 month per year of initial lease term (6 months rent free)	
Car Parks	N/a	
Maintenance	Tenant maintains fixtures,	

	fittings, chattels, interior
Reinstatement/Make Good	Standard ADLS clauses
Landlord Works	N/a
Tenant Works	To be confirmed; concept plans required
Default Interest Rate	3% above landlord's overdraft rate
Costs	Each party pays own costs
No Access Period	9 months
Insurance	Landlord to insure building, loss of rents, public liability
Business Use	Commercial use
Conditional Terms	Board approval, termination of existing tenant

s9(2)(b)(ii)

Ngā mihi,



Karen Larsen | Chief Financial Officer

New Zealand Film Commission | Te Tumu Whakaata Taonga

Level 3, 119 Ghuznee St, Wellington 6011 | PO Box 11546, Manners Street, Wellington 6142

M: s9(2)(a) E: karen.larsen@nzfilm.co.nz

www.nzfilm.co.nz | ondemand.nzfilm.co.nz

1982

From: [Annie Murray](#)
To: [Karen Anslow](#)
Cc: [Karen Larsen](#)
Subject: RE: Catalyst's budget for 2-12 Allen Street
Date: Wednesday, 18 February 2026 12:15:19 p.m.
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Thanks Karen. My view is we don't need a boardroom, especially with cost and consent issues. We can use CNZ's, it's also good for our relationship with CNZ. Te Papa could be an option too.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Wednesday, 18 February 2026 12:08 p.m.
To: Annie Murray <annie.murray@nzfilm.co.nz>
Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: Re: Catalyst's budget for 2-12 Allen Street

Correction! Without Boardroom, budget sits around \$140K.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Wednesday, February 18, 2026 12:03 PM
To: Annie Murray <annie.murray@nzfilm.co.nz>
Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: Catalyst's budget for 2-12 Allen Street

Kia ora Annie

Proposed budget and floorplan for 2-12 Allen Street attached.

Note the installation of a Boardroom/Collaboration space is over \$80k.

And from Catalyst: *"It is likely the boardroom will trigger a Building Consent, hence the cost associated with that portion of the job but this is certainly a discussion we can have with the landlord and see their approach. Noting that this is still a feasibility budget and we will progress with working drawings then issue to the market for competitive subcontractor pricing."*

"We still need to carry out the furniture audit to see what you have and how it might be placed in the space to see what additional furniture may be required (if any)."

Without the boardroom the budget sits around \$14k, including cost to move

everything over. It does not include any budget for new furniture as we will determine that following an audit of what we currently have.

Please let us know your thoughts. Next steps will be confirming whether we are progressing the Boardroom, confirming the budget and approval from the Board on the budget.

Karen

Released under the Official Information Act 1982

From: [Karen Anslow](#)
To: s9(2)(a); [Karen Larsen](#)
Cc: s9(2)(a)
Subject: Re: Queries for 2-12 Allen Street
Date: Friday, 13 March 2026 2:40:42 p.m.
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Kia ora team

Thanks for responding to the queries. I have run the proposal past Annie (CEO) and she has approved the budget. We can proceed to next steps.

If we need a call next week, I'm free Tues-Thurs.

Thanks so much!

Karen

From: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Sent: Wednesday, 11 March 2026 13:24
To: Karen Larsen <karen.larsen@nzfilm.co.nz>
Cc: Karen Anslow <karen.anslow@nzfilm.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Subject: RE: Queries for 2-12 Allen Street

Hi Karen,

Sorry I couldn't get hold of you earlier. I'm catching a 2 p.m. flight, so I'll send this through by email for now, but feel free to give me a call later this afternoon if you'd like to talk it through.

Line 2 – This includes demolishing the reception and decommissioning services. At this stage it is an allowance until we can complete drawings, obtain pricing, and determine the full scope of work once we are able to get on site and document everything.

Line 70 – I can include another line item within the budget for some make good to the cinema – I can go through the site photos when I'm back Monday and do this.

Line 91 – Design documentation is still required, even though we removed the x1 meeting room, we will still need to document the entire office, plan where furniture will go, power/data, build the x1 smaller wall, glazing film etc, all of that is covered under s9(2)(a) time to design and document in our drawings, which we use for tendering, and for construction. It also includes the newly added furniture scope audit and proposed furniture schedules/time to reach out to suppliers and order new etc.

Regarding the short-form agreement I sent, this will assist in understanding the the fees required to complete the project:

- Developed Design Stage – This includes briefing meetings with you to develop the design and finishes s9(2)(a) will also prepare a mood board to help illustrate the proposed colours and fabrics.

- Working Drawing Stage – This involves more detailed drawings, including additional pages covering items such as power layouts, wall finishes, the construction of the small wall for the CE's office, glazing film, and other technical details.

- Once these drawings are complete, we will issue them to the market to obtain tender pricing from the trades required to complete the work.

During this process s9(2)(a) will also contact furniture suppliers to obtain pricing. He will present these options to

you, along with the results of the furniture audit, to help determine what should be retained, what needs to be purchased, and how everything will be placed within the office.

Once all pricing is received, I will provide you with a final confirmed budget based on the quotes. At that point, you will be able to review and sign off so we can proceed with the works.

If it would be helpful, we can run through the short form agreement together on Monday. I will be on leave Thursday Friday, but will check in for your reply.

Kind Regards,



s9(2)(a)

From: s9(2)(a)

Sent: Wednesday, March 11, 2026 9:41 AM

To: 'Karen Larsen' <karen.larsen@nzfilm.co.nz>

Cc: Karen Anslow <karen.anslow@nzfilm.co.nz>

Subject: RE: Queries for 2-12 Allen Street

Hi Karen,

What is your number? Ill call you now, or give me a ring on my mobile below

Kind Regards,



s9(2)(a)

From: Karen Larsen <karen.larsen@nzfilm.co.nz>

Sent: Tuesday, March 10, 2026 4:38 PM

To: s9(2)(a) <s9(2)(a)@catalyst-group.co.nz>

Cc: Karen Anslow <karen.anslow@nzfilm.co.nz>

Subject: Re: Queries for 2-12 Allen Street

Kia ora s9(2)(a)

Thank you for this work. I have a couple of questions.

Line 2 - is this solely for the reception area?

Line 70 - we will need to include Level One theatre at the current address in the make good.

Line 91 - can you please tell me why we need 'design documentation' - we are not proposing construction any more.

Happy to take a quick call if this is easiest? I am free between 9:30 and midday tomorrow.

Ngā mihi,
KL

From: s9(2)(a) @catalyst-group.co.nz>
Sent: 05 March 2026 11:33 AM
To: Karen Anslow <karen.anslow@nzfilm.co.nz>; s9(2)(a) catalyst-group.co.nz>
Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>; s9(2)(a) catalyst-group.co.nz>; s9(2)(a) @catalyst-group.co.nz>; s9(2)(a) catalyst-group.co.nz>
Subject: RE: Queries for 2-12 Allen Street

Hi Karen,

Thank you for the introduction emails between s9(2)(a) & the network team, much appreciated.

Thank you for your patience while I worked through updating the feasibility budget following our catch up on Friday. I've now revised the budget, programme, and short form consultancy agreement for your review.

Please note this feasibility budget is intended to support your business case only. s9(2)(b)(ii)

We wouldn't anticipate it going over this figure, and the intent is to give you a clear picture of what a maximum project value could be with everything fully in scope until NZ Film define their core requirements.

As discussed, we have incorporated the items previously listed below the subtotal into the main budget, removed the main boardroom, and adjusted several line items in line with our conversation. We have also allowed for a full audit of existing furniture, including assessing suitability for relocation/reuse, new furniture requirements, and obtaining indicative pricing from suppliers.

The fees outlined in the consultancy agreement have been included within the feasibility budget to provide a complete view of all anticipated costs. If you would like to reduce or adjust the scope, we are happy to amend the budget accordingly, please just let me know and I can prepare a revised draft.

Please don't hesitate to give me a call if you have any questions.

Kind Regards,



s9(2)(a)

[Redacted]

[Redacted]

[Redacted]

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Tuesday, February 24, 2026 11:21 AM
To: s9(2)(a) catalyst-group.co.nz> s9(2)(a) @catalyst-group.co.nz>
Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>; s9(2)(a) catalyst-group.co.nz>; s9(2)(a) catalyst-group.co.nz>
Subject: Re: Queries for 2-12 Allen Street

Can we make it 10.30? 10am is the only appointment I have that day sorry.

Karen

From: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Sent: Tuesday, 24 February 2026 10:44
To: Karen Anslow <karen.anslow@nzfilm.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Subject: RE: Queries for 2-12 Allen Street

Hi Karen,

Would 10am Friday suit you for a teams call?

Kind Regards,



s9(2)(a)
[REDACTED]

[REDACTED]

[REDACTED]

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Tuesday, February 24, 2026 9:21 AM
To: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Subject: Re: Queries for 2-12 Allen Street

Ah sorry - I missed the optional items at the bottom, I just included them. I think we won't need the tiling on the exterior deck. We'll definitely need some furniture in the reception area, but it may not be a leaner. It might be nicer to go for a couch but the budget for that can probably stand. The rest looks good.

I would like to have a catch up this week - Friday is best as we have a Board meeting so that's pulling my focus until Thursday. Otherwise Monday afternoon is also good.

Ngā mihi

Karen

From: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Sent: Monday, 23 February 2026 17:24
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Subject: RE: Queries for 2-12 Allen Street

Good afternoon Karen,

Thank you for the confirmation on the below.

We can certainly look into the project option for you for the artwork and provide and cost effective solution.

Did you have any further thought for the options we listed below the line? Once we have a final understanding of your overall scope then we can revise the budget and issue it back to you. Again, you are not committed to any overall construction budget until we finalise the tender but we need to know what you would like to include in the drawings so we can get it priced. I have listed them below. We will plan to come and do an audit of your existing furniture in the coming weeks so we can update the floor plan based on that and this will also allow us to see what furniture we may need to purchase as new (if any).



We could potentially have a quick catch-up on teams later this week?

Kind Regards,



s9(2)(a)

[Redacted]

[Redacted]

[Redacted]

From: Karen Anslow <karen.anslow@nzfilm.co.nz>

Sent: Thursday, 19 February 2026 11:00 am

To: s9(2)(a) <[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>

Cc: s9(2)(a) <[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>; Karen Larsen <karen.larsen@nzfilm.co.nz>; s9(2)(a) <[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>; s9(2)(a) <[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>

Subject: Re: Queries for 2-12 Allen Street

Thanks s9(2)(a) - appreciate the follow up.

I can confirm we will not be proceeding with the creation of a Boardroom, mainly due to cost and availability of other spaces we can utilise nearby. I recommend we keep that area as a collaboration space for All Staff and team meetings. We'll need to have a screen and Teams calling availability, so similar setup as proposed without enclosing the area. Do you think it is worthwhile retaining the curtain?

The only other idea that has been raised with me is using projected images of our movie posters, rather than printing them all the time. Did you want to have a chat about how that might work before we sign off on the floorplan and budget?

Karen

From: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Sent: Wednesday, 18 February 2026 16:51
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Cc: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Subject: RE: Queries for 2-12 Allen Street

Good afternoon Karen,

Apologies for this. As you know, there are a number of varying options in specification when selecting a projector and screen but I would allow a sum range of somewhere between \$8K - \$12K for a motorised screen and projector. Once we know the size and distances required for the projector throw then we can firm this up.

I have attached a high level programme with some key dates outlined below:

- Approval floor plan and high level feasibility budget – Monday 2nd March
- Submit for tender and consent – Early April
- Construction – May – June (subject to if we proceed with the boardroom or not).

Please let me know if there is anything else you need clarification on.

s9(2)(a)

Kind Regards,



From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Wednesday, 18 February 2026 11:53 am
To: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Cc: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Subject: Re: Queries for 2-12 Allen Street

Hi s9(2)(a)

Apologies for the slow response.

Our CEO will review this and provide her thoughts. One question for you in the meantime - there is nothing budgeted for the projector and screen? Is this a below the line item?

Thanks!

Karen

From: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>

Sent: Monday, 16 February 2026 13:50

To: Karen Anslow <karen.anslow@nzfilm.co.nz>

Cc: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>

Subject: RE: Queries for 2-12 Allen Street

Kia ora Karen,

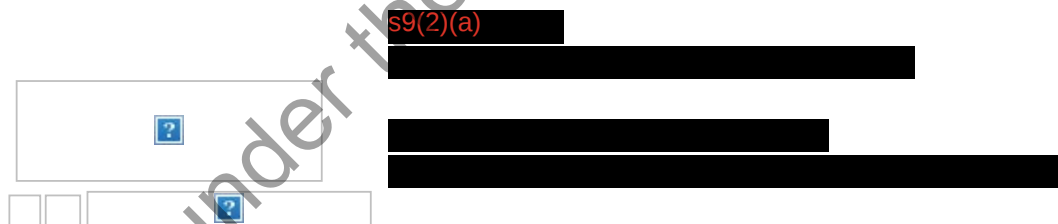
I hope you are surviving this crazy weather and staying safe!

Based on your feedback at our last session, I have revised the feasibility budget and itemised out the boardroom option. It is likely the boardroom will trigger a Building Consent, hence the cost associated with that portion of the job but this is certainly a discussion we can have with the landlord and see their approach. Noting that this is still a feasibility budget and we will progress with working drawings then issue to the market for competitive subcontractor pricing.

We still need to carry out the furniture audit to see what you have and how it might be placed in the space to see what additional furniture may be required (if any).

I am happy to have a catch-up in person or via teams to talk through this budget and once you have agreed on the scope then we can confirm the fees to carry out the detailed design.

Nga mihi,



From: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>

Sent: Tuesday, 10 February 2026 1:58 pm

To: Karen Anslow <karen.anslow@nzfilm.co.nz>

Cc: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>

Subject: Re: Queries for 2-12 Allen Street

Hi Karen,

Thanks for getting back to me, I'll proceed with updating the budget.

Unfortunately, I am quite meeting heavy on Thursday but if s9(2)(a) [REDACTED] is available it may be beneficial for her to attend to ask any key questions to the IT team.

Thanks,

s9(2)(a)

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Tuesday, February 10, 2026 11:13:11 AM
To: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Cc: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: Re: Queries for 2-12 Allen Street

Hi s9(2)(a)

We are happy with the plan. Apologies I hadn't got back to you yet, I am waiting on final agreement from Chris and Annie, but I think we are ok to proceed.

I think there are some small tweaks but nothing that would materially affect the budget, and would be made once we get our bearings in the space.

I'm also arranging a visit to the office on Thursday for our tech people - would you care to join?

Ngā mihi
Karen

From: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Sent: Tuesday, 10 February 2026 09:36
To: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; Karen Anslow <karen.anslow@nzfilm.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>
Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: RE: Queries for 2-12 Allen Street

Good Morning Karen,

I hope you enjoyed your long weekend?

Just following up to see if you had any feedback on the concept plan?

Kind Regards,

s9(2)(a)



From: s9(2)(a) <[REDACTED]>
Sent: Thursday, 5 February 2026 12:07 pm
To: s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; Karen Anslow <karen.anslow@nzfilm.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>; s9(2)(a) <[REDACTED]@catalyst-group.co.nz>

Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>

Subject: RE: Queries for 2-12 Allen Street

Good afternoon Karen,

I hope that you have had a nice week.

Please see attached the revised for plan for your review and feedback. Noting that the new boardroom is noted on this place but we can provide this as a cost option on the feasibility budget.

Once we have heard back from you on any feedback then I will proceed with updating the budget for you.

Also, the CE office does have the desk machine end at this stage but this is an easy switch and we also talked about adding additional acoustic treatment on that wall.

I look forward to hearing back from you.

Kind Regards,






From: s9(2)(a) <[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>

Sent: Wednesday, 4 February 2026 11:09 am

To: Karen Anslow <karen.anslow@nzfilm.co.nz>; s9(2)(a) <[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>; s9(2)(a) <[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>; s9(2)(a) <[s9\(2\)\(a\)@catalyst-group.co.nz](mailto:s9(2)(a)@catalyst-group.co.nz)>

Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>

Subject: Re: Queries for 2-12 Allen Street

Thanks Karen - appreciate this. I have linked in the wider project team so they are across this too.

I believe s9(2)(a) is in the process of updating the plan as per Fridays discussions and then will look to update the feasibility pricing too.

If you need anything in the meantime please let me know.

Many thanks,

Kind Regards,





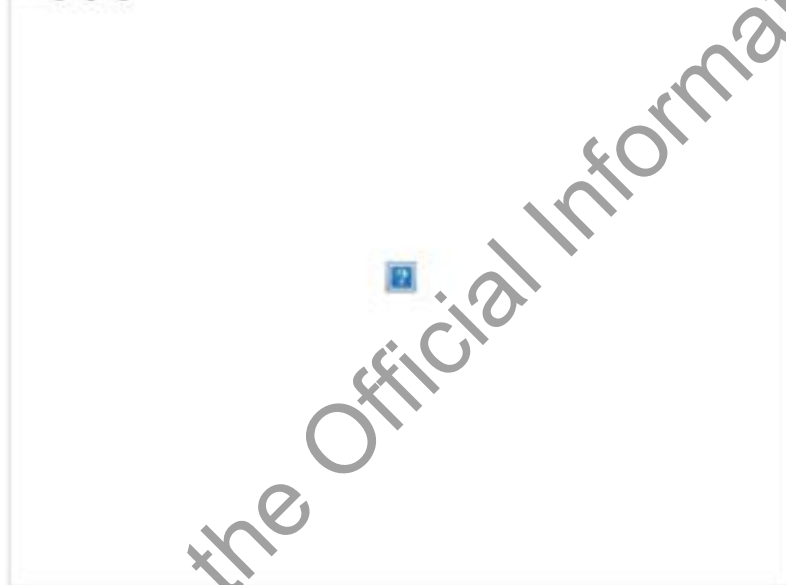

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Wednesday, February 4, 2026 11:01 AM
To: s9(2)(a) <[REDACTED]> <catalyst-group.co.nz>
Cc: Karen Larsen <karen.larsen@nzfilm.co.nz>
Subject: Fw: Queries for 2-12 Allen Street

Hiya

Sorry wasn't sure who to include in this update, but got some responses on our queries:

1. Is the water billi staying in the kitchen? **Yes, I believe so**
2. Are the blinds on the Allen Street facing windows staying? **Yes, I believe so**
3. Are the storage cupboards staying? (photo below) **Yes, I believe so**

image.png



Hope that helps!

I'm also getting linked up with the current tenants so we can get more info from them if needed.

Karen

From: [Annie Murray](#)
To: [Karen Anslow](#)
Subject: RE: Queries for 2-12 Allen Street
Date: Thursday, 12 March 2026 12:55:57 p.m.
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Approved thanks Karen.

From: Karen Anslow <karen.anslow@nzfilm.co.nz>
Sent: Thursday, 12 March 2026 10:13 a.m.
To: Annie Murray <annie.murray@nzfilm.co.nz>
Subject: Fw: Queries for 2-12 Allen Street

As discussed, here is the proposal for the feasibility budget for the move to Allen Street. Karen L has interrogated the costings, and thinks in general it is appropriate, noting we expect it to tighten up as we get clarity around exactly what the fit out requirements will be and where we will be able to find savings.

Noting this does not include the make good on L1, and we estimate this might be around \$20k, but will also get Catalyst to quote on that.

The only remaining factor is any extra tech requirements which will be determined by TeamNetwork. There is some allowance for new data sockets in the budget now.

If you are happy to progress this, can you please advise so we can confirm and move forward with Catalyst.

I've also emailed the government property procurement person to see if we have to go to market, so will let you know what the response is.

K

From: [Karen Anslow](#)
To: [Justin Angell](#)
Subject: Re: Procurement query re Phase 2 of moving office project [UNCLASSIFIED]
Date: Wednesday, 25 March 2026 9:47:43 a.m.

Hi Justin.

Given the tight timeline we are already underway with Catalyst, and as their quote was under \$50k I'm not too concerned. Always good to check though - I've looked up the Government procurement policy too, and feeling ok about the decision.

Thanks again!

Karen

From: Justin Angell <Justin.Angell@mbie.govt.nz>
Sent: Wednesday, 25 March 2026 09:25
To: Karen Anslow <karen.anslow@nzfilm.co.nz>
Subject: FW: Procurement query re Phase 2 of moving office project [UNCLASSIFIED]

Hi Karen

Sorry for the delay in getting back to you. Here is Wayne's advice on procurement.

Justin

From: Wayne Goodfellow <Wayne.Goodfellow@mbie.govt.nz>
Sent: Tuesday, 24 March 2026 11:58 am
To: Justin Angell <Justin.Angell@mbie.govt.nz>
Subject: RE: Procurement query re Phase 2 of moving office project [UNCLASSIFIED]

Hi Justin

Apologies I missed this one. This is procurement question rather than GPO. I could reach out to Michael if not actioned.

Generally, they have thresholds set by their Org procurement rules. Generally anything above \$50k (3 quotes), anything over \$100k through GETS,

Regards

Wayne

From: Justin Angell <Justin.Angell@mbie.govt.nz>
Sent: Friday, 13 March 2026 8:07 am
To: Wayne Goodfellow <Wayne.Goodfellow@mbie.govt.nz>

Subject: FW: Procurement query re Phase 2 of moving office project [UNCLASSIFIED]

Do you want to pick this one up?

From: Karen Anslow <karen.anslow@nzfilm.co.nz>

Sent: Thursday, 12 March 2026 10:12 am

To: Justin Angell <Justin.Angell@mbie.govt.nz>

Subject: Procurement query re Phase 2 of moving office project

Kia ora Justin

Things are moving along nicely for us to move to a new location at 2-12 Allen St, which is the same building Creative NZ are in. I have a query about whether we need to go market for Phase 2 of the project.

We have been working with advisors Catalyst for the first Phase, where we outlined a strategy for whether we stay in our current location or move to a new location, identifying our office requirements and comparing options in the market. We would like to continue working with Catalyst on our move, make good and fitout with a projected completion of 30 June. They have provided a feasibility budget of \$234k which includes their fees of 9(2)(b)(ii)

do we have to go to market to allow others to pitch for this work? The disadvantage to us of doing so would be a delay in moving forward, and knowing that Catalyst already understand what we need would put other providers at a disadvantage too.

Would really appreciate your advice.

Thanks so much

Karen

Service Agreement

Contract Information

Opp no.: 760399

Account no.:

Agreement Date: 9 June 2026

Company Name: NZ Film Commission

Legal Entity Name: New Zealand Film Commission

Contract no.:

Premise no.:

Sales Effective Date: 30 June 2026

NZBN: 9429041909898

Account Contact Details

Company Name: NZ Film Commission

Name: Karen Anslow

Position: EA

Email: karen.anslow@nzfilm.co.nz

Phone no:

Mobile no: s9(2)(a)

Account Address Details

Street Address: Level 1, 2-12 Allen Street

Suburb: Te aro

City: Wellington **Postcode:** 6011

Contract Contact Details

Name: Karen Anslow

Position: EA

Email: karen.anslow@nzfilm.co.nz

Phone no:

Mobile: s9(2)(a)

Contract Address Details

Street Address: Level 1, 2-12 Allen Street

Suburb: Te aro

City : Wellington **Postcode:** 6011

Invoice Contact Details

Company Name: New Zealand Film Commission

Name: Accounts

Position: Accounts

Phone no.: 0800659754

Mobile no.:

Invoice Contact Email: accounts@nzfilm.co.nz

Invoice Frequency: Monthly

Invoice Address Details

Street Address: Level 1, 2-12 Allen Street

Suburb: Te aro

City: Wellington **Postcode:** 6011

Branch Details

Branch Name: Wellington - Ambius

s9(2)(a)

s9(2)(a)

Premise Details

Premise Contact Details

Premise Name: NZ Film Commission

Premise Number:

Name: Karen Anslow

Position: EA

Email: karen.anslow@nzfilm.co.nz

Phone no:

Mobile no: s9(2)(a)

Servicing Address Details

Street Address: Level 1, 2-12 Allen Street

Suburb: Te aro

City: Wellington

Postcode: 6011

Client Reference:

Purchase Order:

Premise Invoice Details

Street Address:

Suburb:

City: **Postcode:**

Premise Invoice Details

Invoice Contact Name:

Position:

Email:

Phone no:

Mobile:

Released under the Official Information Act 1982

Survey Report & Recommendations

Special Instructions

For Customer:

Access Time:

Servicing Instructions:

Induction Required: No

Induction Type:

Released under the Official Information Act 1982

Cost Summary

	Service Fee (\$) Week
Reception	
<u>Display 1</u>	16.00
2 Ambius multiplanter 50 Matte Black	
2 Multiplanter 50 Plant Mix	
1 Bark - Brown Brown	
Office	
<u>Display 2</u>	72.00
1 Client Owned Container	
60 Greenwall Mixed Plants 140mm	
1 Bark - Brown Brown	
Total excl. GST	88.00
Total Installation /Set Up/Delivery Fee excl	237.03

Ambius (NZ) terms and conditions

1. **Rentokil Initial Limited** (NZBN 9429040604787) trading as Ambius (**Ambius**) agrees to provide the services which may be comprised of:
 - (a) Installation, hire, and maintenance of Displays; and/or
 - (b) Installation, hire, maintenance and replacement of Plants; and/or
 - (c) Maintenance and replacement of Client Owned Plants

(collectively, "the **Services**") for the period specified below, in accordance with these terms and conditions (the **Agreement**).

For the purposes of this Agreement:

Displays means Ambius-owned decorative containers and topping, living plants, sub-irrigation equipment, and may include equipment stored at client sites and other items as supplied from time to time;

Plants means living plants owned by Ambius; and

Client owned Plants means living plants owned by the Client.

2. **Acceptance:** The Client's acceptance of these terms and conditions may be confirmed either by signing this document by its representative, confirming its acceptance by email or allowing Ambius to perform the Services.
3. **Term:** This Agreement will operate for an initial minimum term of twelve (12) months commencing from the date of this Agreement unless otherwise agreed (**Initial Minimum Term**). This Agreement will automatically be extended, if not terminated or varied and will operate until such time as it is terminated by either party giving at least two (2) months' written notice of termination. No termination can take effect before the last day of the Initial Minimum Term except under Clause 15. The Client acknowledges that any failure to provide this notice will result in the Client being liable for amounts equal to the fees for the two (2) month period. For the avoidance of doubt, should the Client terminate at any time prior to the end of the Initial Minimum Term (except as permitted under Clause 15), the Client will be liable for the balance of Fees owing up to the date of the end of the Initial Minimum Term.
4. **Payments:** The Client agrees to pay the fees specified in this Agreement (**Fees**). Fees for Services each calendar month are payable within thirty (30) days of the date of invoice issued by Ambius. Fees payable under this Agreement exclude any amount in respect of GST which is payable in addition to the Fees. The Client may not deduct or withhold any amount (whether by way of set off, counterclaim or otherwise) from any money owing to Ambius.
5. **Ownership:** The Client acknowledges that Displays and ancillary equipment remain the property of Ambius at all times, and the Displays will be held by the Client as bailee for Ambius. Risk of damage or loss to the Displays passes to the Client upon delivery, and until Ambius retakes possession of the Displays. The Client is responsible for all reasonable costs of, and incidental to, the installation and removal of the Displays. Ambius may replace any Display at any time provided the replacement is of equivalent or better standard.
6. **Pricing Review:** After the Initial Minimum Term, Ambius may review and increase the fees. If the Client does not accept the fee increase, the Client may terminate this Agreement.
7. **Responsibility of Ambius:** Ambius agrees it will:
 - a. supply, install and/or Service the Displays in accordance with this Agreement;
 - b. require its personnel to comply with any reasonable security or safety direction given to them while present at the Client's site; and
 - c. provide Services between business hours of 7am and 5pm Monday to Friday (unless otherwise agreed) sufficient to ensure optimum plant health. Service outside these hours may incur additional charges.
8. **Responsibility of the Client:** The Client agrees to:
 - a. promptly notify Ambius:
 - i. if access is unavailable for Ambius staff (other than on weekends and public holidays) or if the Displays are damaged or deteriorate between Service calls;
 - ii. of any hazards at the Client's site that may present a risk to any personnel. The Client agrees to eliminate or minimise these risks;
 - iii. if the Client wishes to relocate the Displays within the Client's site. Any relocation of Displays may incur additional costs;
 - iv. at least three (3) weeks in advance, if the site location of the Displays will be inaccessible to Ambius for more than one (1) week or the Displays are to be relocated from their location at the site; and
 - v. if the Client requires Ambius to move or relocate the Displays for a temporary period. The Client acknowledges there will be a charge for removal, storage and re-installation above and beyond the regular fee.
 - b. inform its own staff not to pour any liquids of any type into, or otherwise interfere with, relocate or modify any Display;
 - c. if requested by Ambius, arrange insurance against theft, destruction or damage to any Displays.
 - d. provide Ambius' staff with sufficient access to hot and cold water for use in the maintenance of the Displays;
 - e. pay the cost of hiring and use of any specialist equipment required by Ambius to carry out Services or relocate or remove the Displays;
 - f. ensure the temperature range to which the Displays are subject remains in the range of 15 to 25 degrees Celsius inclusive. The Client acknowledges this is the most appropriate temperature range to ensure optimum performance from the Displays and the Client agrees to use its best endeavours to maintain temperatures at the site within the limits of that range;
 - g. not sell, lease or part with possession or otherwise encumber any property of Ambius; and

- h. upon termination of this agreement, provide Ambius with access to the site to remove all property belonging to Ambius as soon as practicable. The Client acknowledges that additional fees will be payable to Ambius if multiple visits are required to recover its property.
9. **Delivery Delays:** If the Client (for any reason) is unable to take delivery of the Displays under a Service Agreement for rental and maintenance within one (1) month of the date of this Agreement, or such other date as may be agreed upon in writing, then the Client must reimburse Ambius any extra costs including storage and transport incurred by Ambius as a result of that delay.
10. **Reduction:** At any time after the Initial Minimum Term the Client may reduce the number of hired Displays by giving no less than two (2) calendar months written notice to Ambius. The reduction in Display numbers will be reflected in the monthly invoicing following the date on which the reduction occurs. If the Client has given notice of termination, the number of Displays cannot be reduced prior to the end of the agreement. Where Ambius agrees (at its discretion) to accept a reduction or cancellation of any part of the Services, any variation in fees must take accounts of the full costs of providing the Services and Displays including all materials, equipment, service support and administration costs and any variation in fees will not be on a pro rata basis.
11. **Removal Fee:** Upon termination of this agreement or a reduction under Clause 10, Ambius may charge a removal fee equal to 10% of the annual fees payable by the Client under this agreement to cover costs of removal. Any fee for specialised equipment under Clause 8(e) will be an additional fee.
12. **Subcontracting:** Ambius may engage subcontractors to perform the Services for the Client and will be responsible for the performance of the delivery by that subcontractor of Ambius' obligations under this Agreement.
13. **Force Majeure:** a party shall not be responsible for failure to meet any obligation (save for failure to make payment) if the failure results directly or indirectly from a cause beyond that party's control.
14. **Anti Bribery:** The parties agree that:
- a. they will not (nor allow anyone acting on their behalf) to offer, give, request or accept any undue financial or other advantage of any kind in any way connected with entry into this Agreement;
 - b. they will each comply with all applicable laws related to bribery and corruption and policies in connection with this Agreement. Any failure to comply with this clause entitles the other party to terminate this Agreement upon notice to the other party,
 - c. they have and maintain, throughout the term of this Agreement, policies and procedures designed to ensure compliance with anti-corruption laws and will implement and enforce those policies and procedures where appropriate;
 - d. they promptly report to the other party any request or demand for any bribe or other unlawful payment received by the other party in connection with the performance of the Agreement;
 - e. they immediately notify the other party if a government official becomes its director or officer or acquires a controlling interest in that party; and
 - f. that they have the right to immediately suspend or terminate this Agreement upon written notice to the other party in the event the other party has engaged in conduct that violates anti-corruption laws or violates this clause of the Agreement.
15. **Termination:** Ambius may suspend or terminate the Services immediate notice to the Client, and either party may terminate this Agreement on immediate notice to the other party if:
- a. the other party is in breach of a material obligation and does not remedy that breach within two (2) business days of notice from the party;
 - b. the other party breaches any other provisions and fails to remedy (if capable of remedy) within ten (10) business days of notice from the party; or
 - c. the other party becomes insolvent or deemed insolvent, bankrupt, ceases or threatens to cease to carry on business, a receiver, manager, administrator, liquidator or similar officer is appointed to any of its assets or steps are commenced seeking such an appointment or if any event having a similar effect occurs in relation to the other party.

For the purposes of this clause 15, it is agreed that any non-payment, failure to allow access to the Displays and removal of Displays without approval from Ambius are material breaches of this Agreement.

16. **Removal of Equipment:** On termination of this Agreement, however that arises, Ambius may remove all of its property in the Client's possession or control, and for that purpose may enter the Client's premises and remove the property. Ambius shall use all reasonable care in removing its property but shall not be responsible for restoring that part of the premises to the original state. If Ambius is unable to remove its property, the Client shall be liable for the replacement value of the property that has not been recovered.
17. **s9(2)(b)(ii)**
18. **Privacy and Data Protection:** The Client authorises Ambius, its personnel or any related entities of Ambius, subject to complying with the *Privacy Act 2020* and other privacy legislation as applicable, to use and disclose the personal information of the Client for any purpose connected with this Agreement or otherwise in accordance with the Rentokil Initial Privacy Policy which can be accessed at: <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx> (**Privacy Policy**). Ambius shall process personal data concerning employees and representatives of the Client as a data controller and in accordance with the Privacy Policy. From time to time, Ambius may send marketing communications to employees and representatives of the Client. Those individuals may opt out from receiving marketing communications at any time by contacting Ambius or following a link in each communication they receive.
19. **Entire Agreement:** This Agreement supersedes and replaces all previous Agreements between the parties in relation to the Services and contains the entire Agreement between them as to its subject matter. To the extent permitted by law, Ambius expressly excludes all warranties, guarantees, representations and conditions except as may be made by Ambius to the Client in

writing. For the avoidance of doubt, Ambius does not seek to exclude liability for any misrepresentations made to the Client which induced the Client to enter into this Agreement.

20. s9(2)(b)(ii)

21. **Limitation of Liability:** To the extent permitted by law:

- a. Where a claim relates to a guarantee or warranty under the *Consumer Guarantees Act 1993* (CGA), Ambius' total aggregate liability to the Client under or in relation to this Agreement (including in contract, negligence, tort or any common law or statutory right) is limited at Ambius' option to:
 - i. in relation to claims relating to services, the resupply of the services, or the costs of resupply of the service; or
 - ii. in relation to claims relating to goods, the resupply of the goods, or the cost of re supply of the goods.
- b. Subject to clause 21(a), above, and to the extent permitted by law:
 - i. Neither party nor any of their affiliates, subcontractors, agents and/or employees will be liable for any loss of profits or revenue, loss of business, wasted expenditure or any form of indirect or consequential loss arising out of or in connection with this Agreement;
 - ii. Ambius will only be liable for loss or damage to the Client's property, injury or death of persons to the extent such loss or damage is directly caused by Ambius' negligence, misconduct or breach of contract (including failure to provide the Services in accordance with this Agreement);
 - iii. Ambius will not be liable for loss or damage caused by the Client, including because the Client has failed to implement Ambius' recommendations; and
 - iv. The total liability of Ambius, its affiliates, subcontractors, agents and employees arising out of the performance or non-performance of this Agreement or any of the obligations in this Agreement (including, without limitation, obligations in connection with the supply of the Services), whether based on contract, tort (including negligence), or any other common law or statutory right, shall not exceed in the aggregate a sum equal to 100% of the total fees paid to Ambius by the Client under this Agreement in the twelve months period ending on the date any claim for liability is notified to Ambius.
- c. Any goods or services supplied under this Agreement are provided for the benefit of the Client only. Ambius accepts no liability whatsoever, whether in contract, tort or otherwise, including in negligence, to any third party as a result of any goods or services it supplies to the Ambius.
- d. Nothing in this Agreement, excludes or limits the liability of either party for death or personal injury caused by that party's negligence, fraud or fraudulent misrepresentation of any other matter to the extent that such exclusion or limitation would be unlawful.

The parties agree that the above and all its limitations are fair and reasonable and apply to all claims whether in contract, tort (including negligence), misrepresentation or otherwise).

22. **Credit Reporting:** Where the Client is provided with credit, the Client authorises Ambius to do any of the following to assess the Client's application for credit under this Agreement and, if the application is successful, to manage the credit account until the credit account is repaid in full and closed:

- a. obtain credit reports in respect of the Client and its related entities from credit-reporting agencies;
- b. seek and/or disclose information about the Client and its related entities (including any information about their credit worthiness, credit history, standing or capacity) which credit providers are permitted by the *Privacy Act 2020* to supply, obtain or receive;
- c. disclose information about the application for credit under this Agreement and, if the application is successful, about the credit account and any credit provided to a credit-reporting agency in order to obtain information or credit reports;
- d. disclose information including identity particulars, the fact that the Client has applied for credit and details of payments which are overdue more than sixty (60) days to credit-reporting agencies and other credit providers; and
- e. disclose information about the Client and its related entities to any person considering acting as a guarantor of the Client.

23. **Modern Slavery and Human Trafficking:** Each party shall: (a) comply with all anti-slavery and human trafficking laws, statutes, regulations and codes to the extent applicable to the relevant party (collectively, the "Anti-Slavery Laws"); (b) represent that it does not engage in any activity, practice or conduct that would constitute an offence under any applicable Anti-Slavery Laws; (c) have and maintain, throughout the term of this Agreement, policies and procedures, including due diligence procedures, designed to ensure compliance with Anti-Slavery Laws and will implement and enforce those policies and procedures where appropriate, including those provisions within its contracts with subcontractors, suppliers or other third parties; (d) promptly report to the other party any potential or actual breach of this clause from its activities or through its relationships with subcontractors, suppliers or other third parties; and (e) have the right to terminate the Agreement with immediate effect by giving written notice to the other party if the other party commits a breach of the Anti-Slavery Laws or violates this clause of the Agreement.

24. **Sanctions:** Each party shall: (a) comply (and shall continue to comply during the term of this Agreement) with all applicable laws or regulations relating to economic sanctions or trade and export controls and other restrictive measures imposed, administered or enforced by a sanctions authority (collectively "Sanctions") including, but not limited to: the UK, EU, US or the United Nations, including His Majesty's Treasury and the UK's Office of Financial Sanctions Implementation or Department for Business and Trade, the US Office of Foreign Assets Control and the UN Security Council (a "Sanctions Authority"); (b) represent that it is not subject to any actual, alleged or threatened Sanctions proceedings, including litigation or other proceedings, or investigation, inquiry or

enforcement action (including the imposition of fines or penalties) by any Sanctions Authority; (c) represent that it is not and has not been included on any list issued or maintained by a Sanctions Authority identifying persons subject to Sanctions (a "Sanctions List"); (d) represent that it is not owned or controlled by a person on a Sanctions List; and is not resident, domiciled or located in, or incorporated or organised under the laws of a country or territory subject to Sanctions; (e) have and maintain, throughout the term of this Agreement, adequate policies and procedures designed to ensure compliance with Sanctions and will implement and enforce such policies and procedures; (f) promptly report to the other party in writing of any potential, suspected or actual breach of this clause; and (g) have the right to immediately suspend or terminate this Agreement with immediate effect by giving written notice to the other party if the other party becomes a subject of Sanctions, is involved in Sanctions proceedings or otherwise contravenes Sanctions or violates this clause of the Agreement.

25. **Acknowledgement:** For the purposes of Section 5D of the *Fair Trading Act 1986 (FTA)* and section 43 of the CGA, the parties acknowledge that:

- a. to the extent permitted by law they are contracting out of the CGA (to the extent that the CGA would otherwise apply to any matter covered by this Agreement) and sections 9,12A and 13 of the FTA in respect of this Agreement;
- b. it is fair and reasonable for the parties to be bound by this clause; and
- c. they have received legal advice or had the opportunity to seek legal advice in relation to this Agreement.

26. **General:**

- a. This Agreement may only be amended in writing signed by both parties.
- b. A reference to 'writing' or 'written' includes electronic mail.
- c. If any provision of this Agreement is illegal, invalid, or unenforceable, it may be severed without affecting the enforceability of the other provisions.
- d. Neither the Client nor Ambius may assign its rights under this Agreement without the prior written approval of the other party whereby the approval must not be withheld unreasonably.
- e. Each indemnity in this Agreement is a continuing obligation separate and independent from the other obligations of the party giving the indemnity and survives termination or expiry of this Agreement.
- f. This Agreement is governed by the laws of New Zealand and the parties submit to the jurisdiction of the courts of New Zealand.

Terms of Agreement

Terms of Agreement: As per T&Cs

Billing option: Invoice

Billing frequency: Monthly

Signed by Client

Client name: Karen Anslow

Client Position: EA

Signed Rentokil Initial

Name: Simon Lawson

Position: Territory Manager

Phone:

By signing below you agree to the Terms & Conditions and charges as specified on the preceding pages of this document.

Signature & Date



Dana Youngman 11/6/2026

Signature & Date



09/06/2026 11:50

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Office Relocation

Terms of reference

This document has been prepared at the request of Karen Anslow and Karen Larsen.

Dependency

Infrastructure as a Service

Phases

This project is broken up into phases. These phases:

- Auckland Upgrade (dependency)
- Wellington Preparation
- Relocation weekend

Timeline

Draft timeline is as follows:

- | | |
|---------------------------------|-------|
| • Auckland Upgrade (dependency) | April |
| • Wellington Preparation | May |
| • Relocation weekend | June |

Assumptions

These are:

- The moving company will provide bags for the small IT gear. I.e. mice, keyboards, docks, cables etc.
- Desks, monitors, monitor arms and docks will be moved by the moving company
- Building has sufficient power outlets (this won't be an issue, as we know the desks will be close to where the previous tenants were.

• s6(d)

Cost

The costs for this piece of work will be

- | | |
|---------------------------------|----------|
| • Auckland Upgrade (dependency) | \$3,810 |
| • Wellington Preparation | \$3,450 |
| • Relocation weekend | \$12,750 |

\$ 20,010

Note

Excludes GST.

Questions

For any questions or need for clarification, please contact Richard,

s9(2)(a)

Project management

- Manage Voyager for Auckland
- Manage end user communication
- Manage Liquid IT
- Building Access, for afterhours access
- Reporting to owner

Cut-over weekend

- s6(d)
- Handle user issues

Information only
– IaaS

- s6(d)

Category	Value (approximate)
1	95
2	40
3	100
4	70
5	85
6	45
7	55
8	65
9	50
10	35

- Test and remediate

Essential steps to complete the migration and co-existing with existing and new infrastructure in Wellington.

Phase 2 – Wellington

**Project
management**

Tasks

- Manage Voyager cancellation
- Manage Vital for cross town fibre changes
- Manage end user communications
- Building access
- Reporting

Similar to Auckland although includes Vital circuit for cross town connection.

**Information only
– IaaS**

**(excluded from
project)**

Tasks

- s6(d) [redacted]
[redacted]
[redacted]
[redacted]
[redacted]
- Test across town

Important steps required to support the new office.

**Wellington
Cleanup**

Tasks

- Organise for safe wiping of old equipment

Phase 3 - Relocation weekend

Friday Evening and night

- s6(d)
- Test and remediate
- s6(d)

Due to earlier prep, most tasks can be completed on Friday day and night – depending on when staff no longer working in the existing office.

Saturday morning

- s6(d)
- Test and remediate

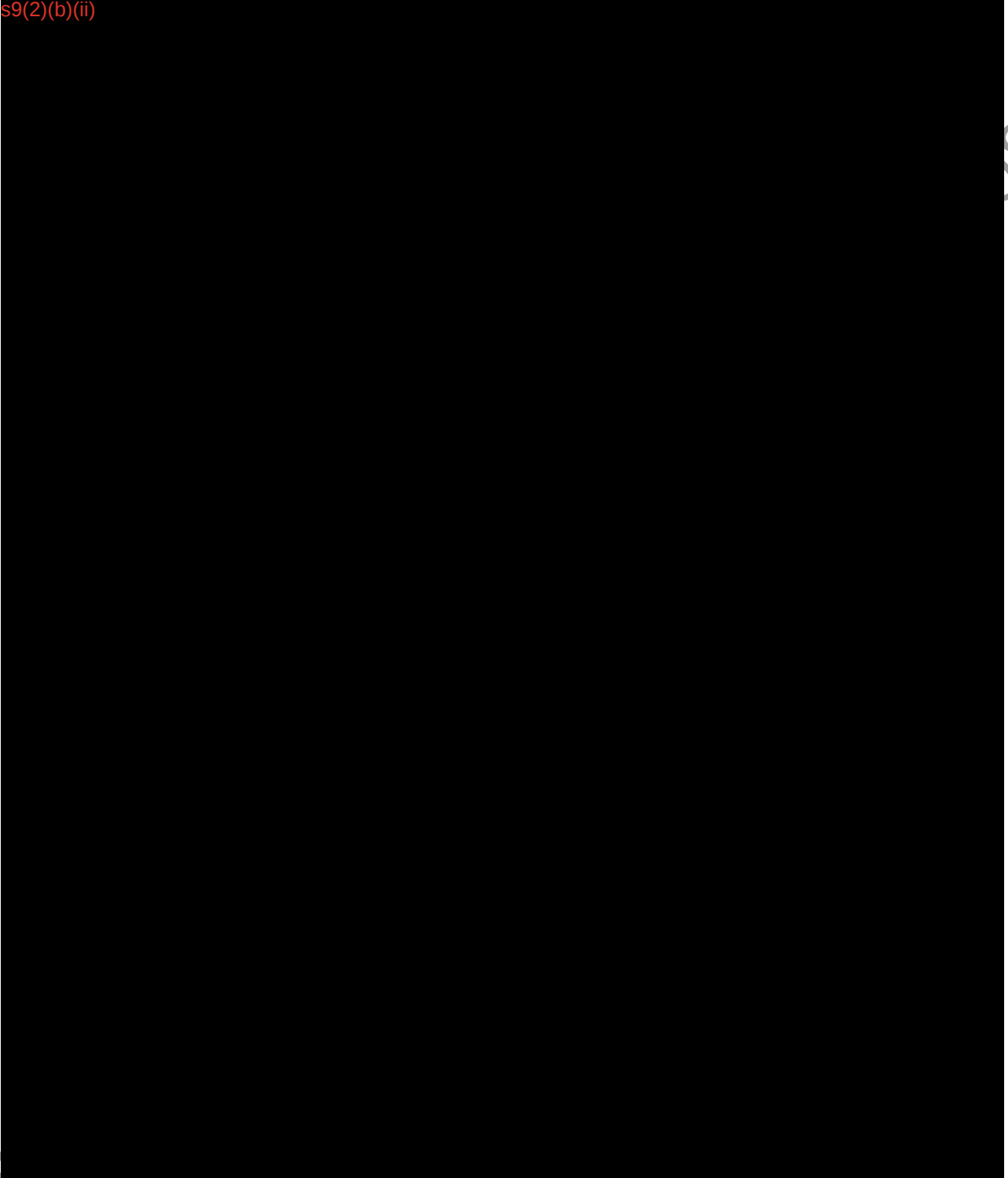
Focus on endpoints as network infrastructure completed on the Friday night.

Monday Morning

- Handle user issues

s9(2)(b)(ii) , Tom, Karen Larsen – 1February 2205

s9(2)(b)(ii)



Of s9(2)(b)(ii) , only s9(2)(b)(ii) chase distributors – very proactive + share sales data with s9(2)(b)(ii) as investors. s9(2)(b)(ii) share the data with the producers but not with s9(2)(b)(ii) . Could discuss that with them.

s9(2)(b)(ii) (production accountants) also offer a disbursement service – more expensive.

Should also talk to s9(2)(b)(ii) if they would be interested in taking it on. They do that. Some have offices in ANZ – if are already the ROW CA, they may not charge much more to add ANZ.

s9(2)(b)(ii) fees are a % of revenues with a floor + a set-up fee.

s9(2)(b)(ii) also offers a residuals service – track and pay residuals – really valuable eg. for TV dramas.

s9(2)(b)(ii) didn't offer that residuals service.

s9(2)(b)(ii) treated all films the same, regardless of how much revenue was coming in – just dealt with them according to the reversion date.

s9(2)(b)(ii)

Principal at s9(2)(b)(ii) is well-known and respected. s9(2)(b)(ii) – very good.

s9(2)(b)(ii) and s9(2)(ba)(i)

s9(2)(ba)(i) and s9(2)(b)(ii)

Speak with:

- s9(2)(b)(ii)

CEO Overview - Report to NZFC Board

February 2025

For noting

4

Issues / Opportunities

Collection Agent Role

The NZFC role of collection agent is using a large amount of resource, and issues around lapsed agreements are coming to light. The LBA team are spending a disproportionate amount of time responding to communications from stakeholders about distributions and acknowledge there is a risk of making incorrect distributions. Enquiries are under way to explore the potential to outsource this function, in part or in full.



Managed Exit of the Collection Agent Function

For Noting
April 2025

15

1. Purpose

- 1.1 The purpose of this paper to inform the Board of an operational decision to exit the NZFC sales income collection service over the next two years.

2. Background

- 1.2 Since its inception in 1978, NZFC has provided a collection agent service (mostly) free of charge to productions which have received NZFC investment. The collection agent service was part of the sales agency function, which was discontinued in 2014. We have been unable to find another screen funding agency worldwide which provides this service to its funded applicants.
- 1.3 The NZFC collection agent service has historically been under resourced, labour intensive and generally of poor quality. It is a manual process reliant on Excel spreadsheets, email and institutional knowledge, and is prone to error. Errors have proven to be time consuming to investigate and correct, and problematic for stakeholder relationships.
- 1.4 As part of our continuous improvement project this service will no longer be offered to newly funded films from 1 July 2025.
- 1.5 The NZFC team will work with existing productions to find new service offerings over the next two years, with a view to being outsourced by July 2027.
- 1.6 Staff have researched options: 9(2)(b)(ii)
- 1.7 9(2)(j) (secondary 9(2)(g)(i))

Statistics

- The collection account has 771 registered productions of which 18 have never recognised a royalty
- As at 18 March there were 366 productions with over \$100 in trust
- 1/3 of accounts have issues such as distribution disputes, deceased investors, incomplete paperwork, no bank accounts

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Collection agency exit
Third party collection agent research and recommendations

Executive summary

NZFC's exit of its collection agency role is contingent on identifying suitable replacement third party collection agents. I have carried out research to evaluate potential agents and identify the best option to explore further. This has involved soliciting feedback from s9(2)(b)(ii), meetings with senior staff at each of the candidates and follow-up emails, and some desk research. I have presented my results in a SWOT table, and on this basis made the recommendations below.

This research has also unearthed information relevant to new closes. Third party collection agents' standard fees are typically much higher than the discounted rates agents have offered here, so I have explored the use of s9(2)(j) (secondary 9(2)(g)(i)) as a lower-cost alternative in new closes.

Recommendations

s9(2)(j) (secondary 9(2)(g)(i))

s9(2)(ii) and 9(2)(j)

Commented [DB1]: Did you perhaps do any bullet points on the type of feedback on the three companies? It would be helpful to see (without crawling through the Legal folder.

Commented [TH2R1]: On s9(2)(b)(i) and s9(2)(b)(ii) said that they'd only done small projects with them, but there was no negative feedback from producers, they had no issues with their staff and contracts were prepared by a well-known lawyer, and also it is on a European funding agency list of approved CAMs.

On s9(2)(b)(i) and s9(2)(b)(ii) feedback was less specific but was generally favourable. If we were to be looking seriously at s9(2)(b)(i) we ought dig into this in more depth with s9(2)(b)(i) are not aware.

Commented [DB3]: Confirming that the SWOT table you're referring to is not a separate document to the fee structure table below? If there is a separate document, please file in the Collection Agency folder.

Commented [TH4R3]: Confirmed

Commented [DB5]: Do you have actual comparative figures?

Commented [TH6R5]: s9(2)(b)(ii)

Commented [TH7R5]: Just noting that the fees I've given in this comment are the CAMs' standard fees. The discounted fees I've negotiated for this work are in the table on page 2.

s9(2)(j) (secondary 9(2)(g)(i))

s9(2)(j) (secondary 9(2)(g)(i))

s9(2)(j) (secondary 9(2)(g)(i))

s9(2)(j), 9(2)(b)(ii)

Commented [DB12]: Makes sense.

s9(2)(j) (secondary 9(2)(g)(i))

s9(2)(j) (secondary 9(2)(g)(i))

Commented [DB15]: It would be very helpful to see some of the (cited) feedback you were able to gather.

Commented [TH16R15]: Feedback on s9(2)(b)(i) and s9(2)(b)(ii)

Commented [DB17]: Not sure I understand this last sentence. Will touch base in person.

s9(2)(b)(ii)

Fee structures are shown in the table below.

	Setup fee per film	Notes
FilmChain	s9(2)(b)(*)	- s9(2)(b)(ii) and 9(2)(ba)(ii) - s9(2)(b)(*) and s9(2)(ba)(*)
Freeway	s9(2)(b)(ii)	s9(2)(b)(ii)
CIMA	s9(2)(b)(ii)	s9(2)(b)(ii)

3) We should make sure our list of films for transfer is up to date and valid.

Before proceeding further, the list should be validated. We may be able to add films that have distributed since the previous list was made, and to remove any where no further distributions are expected.

4) We should work with our preferred candidate to understand timing and resource needs and find efficiencies.

s9(2)(j) we should explore how to make the transfer process as efficient as possible. I anticipate that this will involve working through the process step-by-step, with the aim of finding the most efficient process for us and them. Importantly, this will allow us greater understanding of our timing and resource needs.

9(2)(j) (secondary 9(2)(g)(i))

Commented [DB19]: What progress have you made on this? There are a couple of documents in the new R&RM folder but if you have additional information, please file there.

Commented [TH20R19]: I've revisited and validated my list since this report was written. I need to explain the selection criteria which I've done in this comment.

I haven't been able to come up with a single selection criteria. Instead, in order to identify films where there is an active collection agency in place I have:

9(2)(j) (secondary 9(2)(g)(i))

Commented [DB21]: How? By whom?

Commented [TH22R21]: By us 9(2)(j) (secondary 9(2)(g)(i))

Commented [DB23]: What previous list? Where is it? Please share to the Collection folder in R&RM.

Commented [TH24R23]: There was an old list. It was revisited and validated but the quantity of films was coincidentally about the same. The old list is in the folder: 9(2)(b)(*)

Commented [DB25]: Makes sense... once we've made the choice.

Commented [TH26R25]: Yes - I think this would be the first step after we select a collection agent. We need to understand how to work with them most efficiently.

Commented [DB27]: I'd like to hear your thoughts on this. I imagine the 9(2)(j) will be a key point of contact.

Commented [TH28R27]: We wouldn't be supplying film materials to them though. Under our normal process, when we engage a third party CAM during a normal close, the files would be supplied by LBA. I imagine that in this case it would be done by you and I, but is a simple matter of packaging up the relevant contracts and other documents.

9(2)(j) (secondary 9(2)(g)(i))

	Strengths	Weaknesses	Opportunities	Threats
CIMA	s9(2)(b)(i) and s9(2)(ba)(i) for part [REDACTED]	s9(2)(b)(ii) [REDACTED]	s9(2)(b)(ii) [REDACTED]	s9(2)(b)(ii) [REDACTED]
Freeway	s9(2)(ii) [REDACTED]	s9(2)(b)(ii) [REDACTED]	s9(2)(b)(ii) [REDACTED]	s9(2)(b)(ii) [REDACTED]

	• s9(2)(ii) [REDACTED]			
FilmChain	• s9(2)(ii) and s9(2)(ba)(i) [REDACTED]	• s9(2)(b)(ii) [REDACTED]	• s9(2)(b)(ii) [REDACTED]	• s9(2)(b)(ii) [REDACTED]

Fintage	• s9(2)(ii) [REDACTED]	• s9(2)(b)(ii) [REDACTED]	• s9(2)(b)(ii) [REDACTED]	• s9(2)(b)(ii) [REDACTED]
Screenrights	• s9(2)(b)(ii) [REDACTED]	• s9(2)(b)(ii) [REDACTED]	• s9(2)(b)(ii) [REDACTED]	• s9(2)(b)(ii) [REDACTED]

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MINUTES: 297th NZFC BOARD MEETING

21 and 22 April 2026

21 April at NZFC office, Level 1, 14 Maidstone St, Auckland

22 April at Microsoft office, Level 5, 22 Viaduct Harbour Ave, Auckland

Present: Graeme Mason (Chair), Ngila Dickson, Jon Kroll, Glen Kyne, Aimee McCammon, Jane Meares and Sharon Menzies

In Attendance: Annie Murray (CE), Chris Payne (Deputy CE and Head of Co-Production & Incentives) and Karen Anslow (minutes)

Apologies: Nil

s9(2)(b)(ii)

NZFC will step away entirely from this function. No other government screen funding agencies internationally are known to act as a collection agent.

CEO Overview - Report to NZFC Board

June 2026

For: Noting

4

3. Operational Focus

- 3.1 A major focus during the period has been the transition away from NZFC operating as a collection agent and toward a more direct relationship with producers and rights holders.

s9(2)(b)(ii)

- 3.2 This represents a material shift in operating approach, with implications for contractual arrangements, revenue tracking and stakeholder relationships. The change is intended to provide greater clarity and control over revenue flows, while simplifying interactions with producers and rights holders over time.
- 3.3 Implementation remains complex. It requires alignment across systems, processes and legacy agreements, with both forward implementation and retrospective resolution underway. This contributes to ongoing backlog and resourcing pressure.
- 3.4 The income distribution backlog is reducing but remains unresolved. Progress continues to be affected by resourcing constraints.
- 3.5 Delivery across these areas is steady but uneven, reflecting both the complexity of the work and competing organisational priorities.