

## Deed of Nomination

between

Kvest Investment Partners Group Limited

and

Melia Development Limited

## Deed of Nomination

Date:

2020

### Parties

**Kvest Investment Partners Group Limited (5667532) (Signatory)**

**Melia Development Limited (814032) (Nominee)**

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### Background

- A. The Vendor has agreed to sell and the Signatory has agreed to purchase the Property in accordance with the provisions of the Agreement.
- B. The Signatory wishes to nominate the Nominee as the purchaser under the Agreement.
- C. The Nominee has agreed to accept the nomination.

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### Schedule

| Term                       | Meaning   |
|----------------------------|---|
| Agreement                  | The Particulars and Conditions of Sale of Real Estate by Tender dated 18 September 2020 and signed by or on behalf of the Vendor and the Signatory.   |
| Nomination Date (clause 3) | the date of this deed   |
| Nomination Sum (clause 4)  | (a) All money including interest and GST paid by the Signatory under the Agreement, plus<br>(b) All fees and disbursements reasonably incurred by the Signatory in relation to the Agreement. |
| Payment Date (clause 4)    | 18 September 2021 (12 months after the Agreement signed)  |
| Property                   | 20 Melia Place, Stanmore Bay, Auckland and 43A Vipond Road, Stanmore Bay, Auckland  |
| Vendor                     | The Hibiscus Coast Community Returned Services Association Incorporated   |

## **This deed records**

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### **1. Interpretation**

- 1.1 Terms given a meaning in the Schedule have that meaning unless inconsistent with the context.

### **2. Nomination**

- 2.1 The Signatory nominates the Nominee to take title to the Property under the Agreement.
- 2.2 The Nominee accepts the nomination and will complete the purchase of the Property on the terms set out in the Agreement.

### **3. Nomination Date**

- 3.1 The Signatory will comply with the purchaser's obligations under the Agreement on and before the Nomination Date and the Nominee will comply with them after that date.

### **4. Nomination Sum**

- 4.1 The Nominee will pay the Nomination Sum to the Signatory on the Payment Date.

### **5. Signatory's warranties**

- 5.1 The Signatory warrants that all obligations and warranties of the purchaser under the Agreement to be complied with on and up to the Nomination Date are true and will be complied with by the Signatory.
- 5.2 The Signatory will indemnify the Nominee against any claims or losses (including costs) incurred by the Nominee as the result of any breach of the warranty in clause 5.1.

### **6. Nominee's warranties**

- 6.1 The Nominee warrants that all obligations and warranties of the purchaser under the Agreement to be complied with from the Nomination Date will be observed and complied with by the Nominee.
- 6.2 The Nominee will indemnify the Signatory against any claims or losses (including costs) incurred by the Signatory as the result of any breach of the warranty in clause 6.1.

### **7. Notice of provisions of Agreement**

- 7.1 The Nominee signs this deed with full notice of all provisions contained or implied in the Agreement.

**8. Joint and several liability**

8.1 Everything expressed or implied in this deed by which more than one person agrees or undertakes any obligation and/or derives any benefit binds and is for the benefit of those persons jointly and each of them severally.

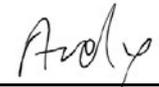
**9. Counterparts**

9.1 This deed may include counterparts (which may include electronic copies), which read together will constitute one deed.

**Signed by**

Signed for and on behalf of **Kvest Investment Partners Group Limited** by its director as Signatory in the presence of:

  
\_\_\_\_\_  
Yuntao Cai - Director

  
\_\_\_\_\_  
Signature of witness  
Andy Tian  
\_\_\_\_\_  
Name of witness  
Design Manager  
\_\_\_\_\_  
Occupation  
s 9(2)(a) \_\_\_\_\_  
Address

Signed for and on behalf of **Melia Development Limited** by its director as Nominee in the presence of:

  
\_\_\_\_\_  
Yuntao Cai - Director

  
\_\_\_\_\_  
Signature of witness  
Andy Tian  
\_\_\_\_\_  
Name of witness  
Design Manager  
\_\_\_\_\_  
Occupation  
s 9(2)(a) \_\_\_\_\_  
Address