



## SCHEDULE

1. **The Premises:** Tenancy S5 as defined by the attached plan. (including share of common area) 26 Wyndham St Auckland
2. **Date of Commencement** tbc
3. **Lease Term:** 1 year
4. **Date of Expiration:** tbc
5. **Annual Rental:** The rental will be \$16,640.00 plus Goods & Services Tax.
6. **Monthly Rental:** \$1,386.67 plus Goods & Services Tax.
7. **Monthly Electricity & Water Charge:** No charge to tenant
8. **Dates for Payment of Subsequent Rental Installments:** The 1st day of each and every month of the year during the term of this lease by way of automatic payment authority
9. **Permitted Use of Premises:** Commercial Office

SIGNED by the Landlord

)  
)

.....

Date

.....

SIGNED by the Tenant  
in the presence of:

)  
)

.....

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name

SIGNED by the Guarantor  
in the presence of:

)  
)

.....

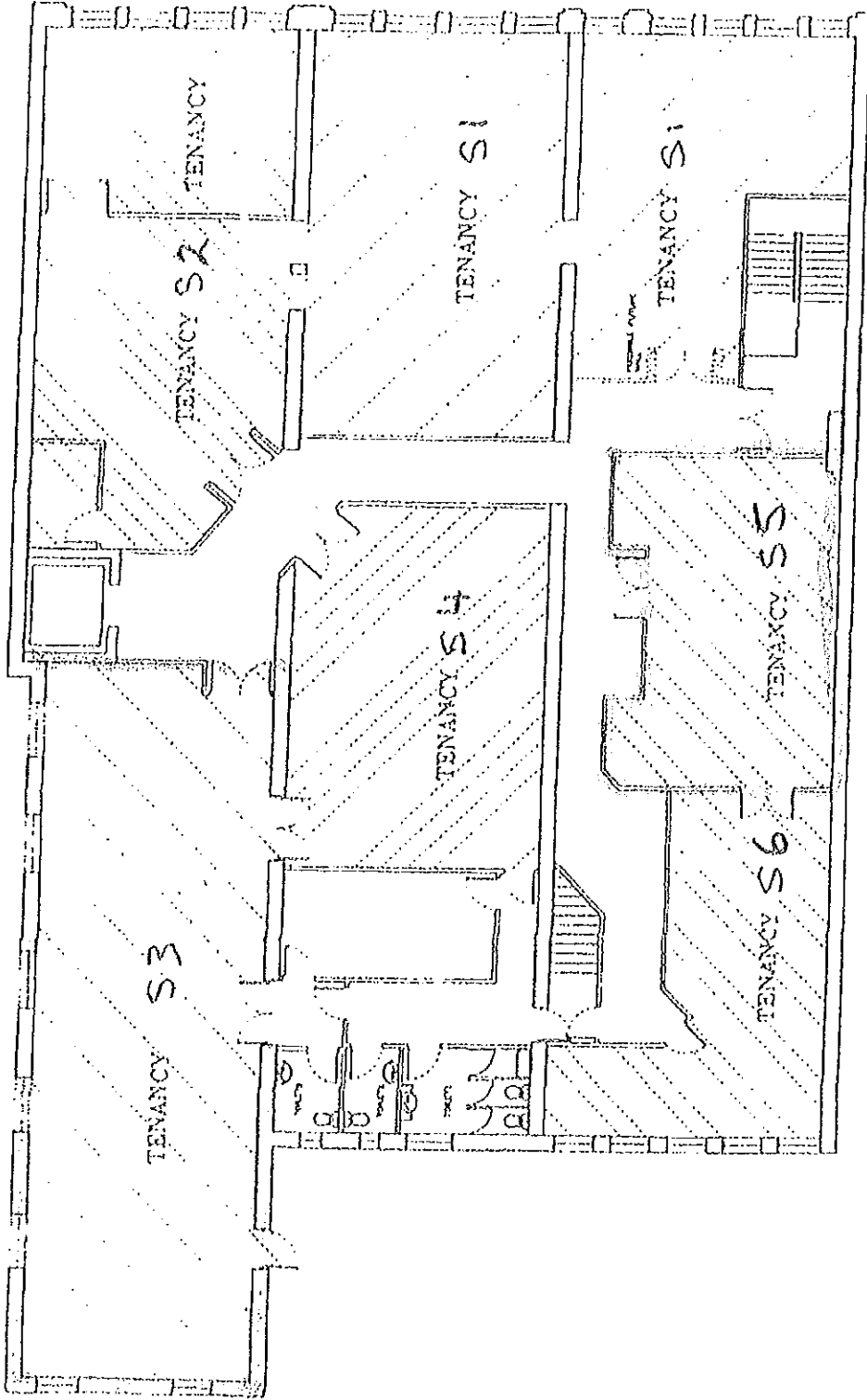
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\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name

TOP FLOOR PLAN WYNDHAM STREET



# The Raven Arts Bank Account - actually a personal account of Darryl Jones

38-9018-0186297-00

13-Oct-16 CASH DEPOSIT ;	50	50
15-Oct-16 ATMNORTHCOTE POST SHO-15:22 ;	-40	10
25-Oct-16 FROM BASS IN THE PARK ;ct	11.15	21.15
25-Oct-16 POS W/D BP CONNECT WA-21:37 ;	-12.49	8.66
21-Nov-16 FROM THE TOMACHI CORPORATION LIMITED ;test payment tomachi.co Tomachi Corp	50	58.66
21-Nov-16 Direct Credit 10 percent MR D C JONES ;Ref: 10 percent MR D C JONES	500	558.66
22-Nov-16 Direct Credit nicks bond MR N R TAYLOR ;Ref: nicks bond MR N R TAYLOR	500	1058.66
22-Nov-16 ATMPOINT CHEVALIER-20:49 ;	-20	1038.66
23-Nov-16 POS W/D CHARGRILL KEB-02:30 ;	-46.6	992.06
23-Nov-16 Direct Credit 10 percent Chris New Director New C C ;Ref: 10 percent Chris New Director New C C	500	1492.06
23-Nov-16 FROM THE TOMACHI CORPORATION LIMITED ;10 week bond tomachi.co Tomachi Corp	400	1892.06
24-Nov-16 Automatic Payment M SMITH ME SMITH ;Ref: M SMITH ME SMITH	105	1997.06
24-Nov-16 Bill Payment Share Rhys FW FFOWC WILL J ;Ref: Share Rhys FW FFOWC WILL J	550	2547.06
24-Nov-16 POS W/D LIQUOR & TOBA-21:08 ;	-27.99	2519.07
25-Nov-16 POS W/D CARLS JR 201 -19:19 ;	-19.4	2499.67
25-Nov-16 FROM P KING ;samking	450	2949.67
26-Nov-16 BURGER KING AUCKLAND CENT ;	-11.65	2938.02
26-Nov-16 DING DONG LOUNGE AUCKLAND ;	-9	2929.02
27-Nov-16 CHARGRILL KEBAB & BURG CHARGRILL KEBAB ;	-18.8	2910.22
28-Nov-16 Direct Credit partialpay mark MR M E SMITH ;Ref: partialpay mark MR M E SMITH	150	3060.22
28-Nov-16 Direct Credit james-ravenbond MR J S PICOT ;Ref: james-ravenbond MR J S PICOT	500	3560.22
28-Nov-16 Direct Credit top up MR D C JONES ;Ref: top up MR D C JONES	100	3660.22
28-Nov-16 FROM VIVID PERFORMANCE GROUP ;Raven rental bond vospertron	500	4160.22
29-Nov-16 Direct Credit TTT MR D C JONES ;Ref: TTT MR D C JONES	40	4200.22
1-Dec-16 ENQ NORTHCOTE POST S-10:41 ;	0	4200.22
1-Dec-16 PAY First CBD Company Ltd ;Lease Dep	-3189.33	1010.89
1-Dec-16 REPLACEMENT VISA DEBIT CARD#GENERIC POST FEE CALL ;	-15	995.89
2-Dec-16 Direct Credit rent refund First CBD Compa ;Ref: rent refund First CBD Compa	3189.33	4185.22
5-Dec-16 POS W/D SAGES INDIAN -16:44 ;	-19.5	4165.72
6-Dec-16 PAY THE TOMACHI CORPORATION LIMITED ;Refund Tom	-450	3715.72



An offer of resolution - Made in good faith

**It is better to take a small payment and allow me time to move in my own pace.**

The agreement does not actually have a termination clause oddly.

**Monthly lease rent: \$1386.67 =**

**My offer:**

1. The first three months of the first year I will pay triple rent to build up your deposit so you are "10 months in advance" by March or April thereabouts.
2. Two weeks of grace time to move out, equivalent to two weeks rent which is  $\$368 \times 2 = \$736$ .

Example payment schedule for year 1:

**- Pay triple rent for the first three or four months, as a grace period:**

1 December: \$4160.01

1 January: \$4160.01

1 February: \$4160.01 ← 10 months in advance is now paid

1 March: 1386.67

1 April: 1386.67

1 May: 1386.67 final payment of the first year as all 12 months done = \$19,136 incl GST

Statement of facts:

1. I, Tom Atkinson, actually came to look at the space on Wednesday 7 September.
2. My group – known as Raven Arts – raised funds and informed the landlord of our intention and desire to sign the lease and move in.
3. The landlord made indications this was suitable and moved to sign.
4. A single deposit of \$3198.33 was made on 1 December
5. The payment was surprisingly refunded on 2 December, although it is unclear why.
6. I have spent considerable time and effort moving into the office, such as moving trucks, and overall moving out of my accommodation in Ponsonby (21 November) to finally ceasing the move on 1 December.
7. It was my understand that my liaison Chris had discussed with the building manager the possibility of moving in early
8. Does it not seem odd that I am here, deposit paid, keys in hand. This forms a non-written agreement – a verbal signature to the lease.

Tom Atkinson:

hi paul here from tomachi corporation hopig to see the office today at 3pm still? what is the address on wyndham st? \$320/wk

Paul Chen:

I m here now see ya

Tom Atkinson:

If I keep customers during business hours (is it 8am-6pm?) that would be ok yeah? For the virtual reality experience customers. Mostly my website clients will be during day also but with the Occassional late nite which I assume would be fine

hi tom here has Chris from our group (VR/Interactive ) been in touch? we met last night to discuss the 26 Wyndham st office and agreed it looks good; just realised i don't have his number but i do have yours and wanted to know if 26 Wyndham is still available

Hi paul, Tom Atkinson here , new sub tenant of Raven Arts at 26 Wyndham st. Looking to put through some deposit (I don't control the account) however hoping also to ask about the keys and the lifts... I have a moving truck booked for 2pm so hoping to find some info about if we can winch things into the office perhaps ?

Let's talk

Hi paul it's tom any chance we could talk? Apologies for late calls

Hi paul it's tom any chance we could talk? Apologies for the late txt.

Hoping to chat in regards 26 Wyndham st



# Charging Document

s 14 Criminal Procedure Act 2011

		<b>CRN:</b>	
Filed in the District Court at Auckland		<b>on:</b>	12/12/16
<b>Defendant</b>			
<b>Name:*</b>	<b>Paul Chen</b> Landlord, 26 Wyndham St, CBD, Auckland.	<b>PRN:</b>	
<b>Address:</b>	Shop 2/99 Parnell Road, Parnell, Auckland	<b>Gender:</b>	male
		<b>Date of birth:*</b>	unknown
		<b>Driver licence no:</b>	unknown
		<b>Occupation:</b>	Property Manager
<b>Offence details</b>			
I, Thomas Atkinson, Web Consultant of Tomachi Corporation, have good cause to suspect that Paul Chen has committed the offence specified below.			
<b>Date of offence:</b>	Between the dates	29 September 2016	and 5 December
<b>Offence location:</b>	at 26 Wyndham St, Downtown CBD, Auckland		
<b>Offence description: Misrepresentation of facts in statements made during negotiations for a contract, and seeking damages for misrepresentation of the bond required. Unreasonable cancellation of contract without fair notice.</b>			
<b>Legislative reference:</b>	<b>Section 6 Contractual Remedies Act 2007</b>		
<i>State the full legislative reference, including year and relevant section(s) of the Act</i>			
<b>Maximum penalty:*</b>			
<b>Offence category:*</b>		<b>Representative charge:*</b>	<b>Alternative charge:*</b>
<i>Select Yes if the offence description is worded as a representative or alternative charge.</i>			
<b>Register Charge:</b>			
<i>Child Protection (Child Sex Offender Government Agency Registration) Act 2016</i>			
<b>First appearance hearing</b>			
<b>Date:</b>		<b>Time:</b>	
<b>Court:</b>			
<b>Prosecutor details</b>			
<b>Prosecutor:</b>	Thomas Bieder Atkinson		
<b>Address for service:</b>	Suite 6734 PO Box 83000 Johnsonville Wellington 6440 Email: tom@funk.co.nz Phone: 0212576422	<b>Signed:*</b>	





# Charging Document

s 14 Criminal Procedure Act 2011

		<b>CRN:</b>		
Filed in the District Court at Auckland		<b>on:</b>	12/12/16	
<b>Defendant</b>				
<b>Name:*</b>	Steve Sampson Property Manager – Barfoot & Thompson		<b>PRN:</b>	
<b>Address:</b>	3/50 Kitchener Street, Auckland Central		<b>Gender:</b>	male
			<b>Date of birth:*</b>	unknown
			<b>Driver licence no:</b>	unknown
			<b>Occupation:</b>	Property Manager
<b>Offence details</b>				
I, Thomas Atkinson, Web Consultant of Tomachi Corporation, have good cause to suspect that <b>Steve Sampson</b> has committed the offence specified below.				
<b>Date of offence:</b>	Between the dates	29 September 2016	and	5 December
<b>Offence location:</b>	at 26 Wyndham St, Downtown CBD, Auckland			
<b>Offence description:</b> Unreasonable cancellation of contract without fair notice. Applicatin for relief against cancellation of lease when lacking basis of for breach of covenant or condition.				
<b>Legislative reference:</b>	Section 253 Property Law Act 2007			
<i>State the full legislative reference, including year and relevant section(s) of the Act</i>				
<b>Maximum penalty:*</b>				
<b>Offence category:*</b>		<b>Representative charge:*</b>		<b>Alternative charge:*</b>
<i>Select Yes if the offence description is worded as a representative or alternative charge.</i>				
<b>Register Charge:</b> <i>Child Protection (Child Sex Offender Government Agency Registration) Act 2016</i>				
<b>First appearance hearing</b>				
<b>Date:</b>		<b>Time:</b>		
<b>Court:</b>				
<b>Prosecutor details</b>				
<b>Prosecutor:</b>	Thomas Bieder Atkinson			
<b>Address for service:</b>	Suite 6734 PO Box 83000 Johnsonville Wellington 6440 Email: tom@funk.co.nz Phone: 0212576422		<b>Signed:*</b>	

## 1. Creative Mission Statement and Declaration

- 1.1. We propose to create in this agreement a **private arts and democratic business society** that is the body corporate set to manage the offices and non-exclusive sales teams for a cutting edge full service new media creative agency and production house in Auckland. Our directors and partners have coalesced their equipment and skills into a large production studio consisting of multiple photo and audio recording suites, integrated events and promotion capabilities, a technology marketplace, timeshare CBD offices in Wyndham street, an artistic internship scheme, and yearly high-technology conference.
- 1.2. We shall officially call it Raven Arts Limited, also known as Raven Arts NZ, ravenarts.nz, or just “The Raven”. Complaints and suggestions can go to [team@ravenarts.nz](mailto:team@ravenarts.nz) to reach all directors.
- 1.3. The industry categories and types of work we expect to be doing are broad and can include but are not limited to:
  - a. Audio, Video, Events, Games, Augmented Reality, Animation & CGI, Home Automation, Still Photography, Network Security, Business Mentoring, Artistic Consulting, Network Marketing, Equipment Hire & Sales, Talent, Website Design Build, Mobile App Dev, Interactive Installations, and generally speaking, stuff that is super awesome fun stuff.
  - b. Excludes anything involving victimisation, violence, etc. We can do a documentary about violence, but we can't use the fund to set-up forced labour camps along the Mekong.
- 1.4. Directors may use the space for what-ever purpose they wish within reason.
- 1.5. As well as being a group of creative capitalist professionals wanting to save costs and share an office, we are hoping to set something in motion to become a creative lead referral service and matching agency that links artists with businesses.
- 1.6. Participation in The Raven is always 100% voluntary. Incentives for positive action are championed over penalties for inaction generally, and this agreement contains very little restrictions and liability on you.
- 1.7. Signing this agreement and declaration of intent in no way possible causes any increased liability than those in **Schedule A** namely your equal share of the costs of the first year of operation.
- 1.8. This document guarantees, so long as you pay the rent, your position as Founder and Director for the first year and as an initial Shareholder of Raven Arts.
- 1.9. The Raven's individual companies and sole traders, as well as The Raven's own business ecosystems depend upon information about existing and potential clients, and our ability to accurately and fairly communicate the value of our sales propositions and previously done work articles and deliverables to them in order to satisfy demand and therefore source new and continued patronage. Since information is the lifeblood of so many parts of our sales and support pipelines, good information security practices but also importantly lead declaration and financial participation shall be incentivised by the automatic allocation of company shares the disclosure of information on security, declaration, quotes, invoice payment, deliverables, ethics and honesty.
- 1.10. You may continue to privately invoice and bill your existing and new **“Direct”** clients without limits.
- 1.11. You may also be offered work found by The Raven Sales team, where you will be paid after sales commission and R&D Budget Reinvestment has happened.

