

**Springs Road Property Ltd**  
(the Company)  
**Directors' Interests Register**

Full name of director	Nature of interest	Value/extent of interest	Date disclosed
Damien Prendergast	Damien was appointed a director of the Company.	Three-year appointment at a fixed fee \$4,200 per year.	7 May 2020
Damien Prendergast	Damien in his personal capacity entered into a deed of access, indemnity and insurance with the Company.	The deed of indemnity indemnifies Damien against any liability incurred by Damien as an officer of the Company other than liability to the Company or a related body corporate, liability arising out of conduct involving lack of good faith or if the indemnity is prohibited by statutory provision. The deed also grants Damien access to documents and information relating to the Company.	6 May 2020
John Murray	John was appointed a director of the Company under a letter of appointment.	Three-year appointment at a fee of \$6,300 per year, for up to 25 hours per year and any hours undertaken over 25 to be charged at \$250.00 per hour.	28 September 2020
John Murray	John in his personal capacity entered into a deed of indemnity and access with the Company.	The deed of indemnity indemnifies John to the maximum extent permitted by section 162 of the Companies Act 1993 (the <b>Act</b> ) and allows John access to company documents.  The deed contemplates effecting directors' and officers' liability insurance. It is intended that this cover	28 September 2020

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		John for liability up to \$1,000,000 on the normal terms for that type of cover issued by VERO Liability Insurance Ltd.	
Damien Prendergast	Damien in his personal capacity entered into a deed of indemnity and access with the Company	The deed of indemnity indemnifies Damien to the maximum extent permitted by section 162 of the Act and allows Damien access to company documents.	28 September 2020
		The deed contemplates effecting directors' and officers' liability insurance. It is intended that this cover Damien for liability up to \$1,000,000 on the normal terms for that type of cover issued by VERO Liability Insurance Ltd.	
Damien Prendergast	Damien is a director and shareholder of A & J Enterprises 2006 Limited. A & J Enterprises Limited is a shareholder of the Company. Damien will receive dividends from the Company from time to time through A & J Enterprises Limited.	Such dividends will be proportionate to A & J Enterprises 2006 Limited's shareholding in the Company.	24 November 2020 (ongoing)
John Murray	John in his personal capacity entered into an agreement to mortgage with the Company.	The Company has granted a mortgage over property held by it in favour of John to secure the Company's obligations to John under the deed of indemnity entered into by John and the Company.	15 December 2020
Damien Prendergast	Damien in his personal capacity entered into an agreement to mortgage with the Company.	The Company has granted a mortgage over property held by it in favour of Damien to secure the Company's obligations to Damien under the deed	15 December 2020



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		of indemnity entered into by Damien and the Company.	
John Murray	The Company entered into a shareholders' agreement with First NZ Properties Limited, Superstore Properties Limited and FSS Management Limited. John is a director of each of these companies.	The shareholders' agreement sets out the terms on which the Company, First NZ Properties Limited and Superstore Properties Limited will hold shares in FSS Management Limited.	17 December 2020
Damien Prendergast	The Company entered into a shareholders' agreement with First NZ Properties Limited, Superstore Properties Limited and FSS Management Limited. Damien is a director of each of these companies.	The shareholders' agreement sets out the terms on which the Company, First NZ Properties Limited and Superstore Properties Limited will hold shares in FSS Management Limited.	17 December 2020
John Murray	The Company entered into a management agreement with FSS Management Limited (FSS) pursuant to which FSS will provide management services to the Company. John is a director of FSS.	<p>The Company will pay the following Fees to FSS:</p> <ul style="list-style-type: none"> <li>9% of net rental from the properties per annum plus GST;</li> <li>for matters not contemplated by schedule 1 of the agreement the Company will pay on a time and attendance basis of \$120 per hour;</li> </ul> <p>FSS may at its discretion provide a rebate to the Company.</p>	31 March 2021
Damien Prendergast	The Company entered into a management agreement with FSS pursuant to which FSS will provide management services to the Company. Damien is a director of FSS.	<p>The Company will pay the following Fees to FSS:</p> <ul style="list-style-type: none"> <li>9% of net rental from the properties per annum plus GST;</li> <li>for matters not contemplated by schedule 1 of the agreement the</li> </ul>	31 March 2021

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		Company will pay on a time and attendance basis of \$120 per hour; FSS may at its discretion provide a rebate to the Company.	
John Murray	John in his personal capacity entered into a deed of postponement with the Company in favour of ANZ.	The deed of postponement is required by ANZ for ANZ to consent to the granting of a second ranking mortgage by the Company in favour of John. The deed of postponement restricts the Company and John from taking certain actions in relation to any amount the Company owes John under the mortgage.	13 April 2021
Damien Prendergast	Damien in his personal capacity entered into a deed of postponement with the Company in favour of ANZ.	The deed of postponement is required by ANZ for ANZ to consent to the granting of a second ranking mortgage by the Company in favour of Damien. The deed of postponement restricts the Company and Damien from taking certain actions in relation to any amount the Company owes Damien under the mortgage.	13 April 2021
Damien Prendergast	The directors resolved by written resolution that Damien is to receive additional remuneration for work undertaken by him in his role as a director of the Company that is over and above the shared 15 hours per month he is currently remunerated for by way of director fees for the Company, First NZ Properties Limited and Superstore Properties Limited. The remuneration for these further hours will also be shared by First NZ	Additional hours are to be paid at \$150 per hour. The Company will be responsible for 11% of this fee (\$21 per hour).	22 November 2021



Full name of director	Nature of interest	Value/extent of interest	Date disclosed
	Properties Limited and Superstore Properties Limited.		
John Murray	John in his personal capacity entered into a deed of variation and restatement of deed of indemnity and access with the Company.	The deed of variation varied the deed of indemnity and access entered into by the Company and John on 28 September 2020 ( <b>Deed of Indemnity</b> ) to provide that, should the Company not be able to effect D&O Insurance in accordance with the Deed of Indemnity, the Company will pay an escrow amount of \$75,000 to an escrow agent to be held in accordance with an escrow agreement to be entered into by John, Damien and the Company which will provide that funds may be released from the escrow account if John delivers to the escrow agent a release notice and relevant invoices showing costs and expenses of the type set out in clauses 2.1.1 or 2.1.3 of the Deed of Indemnity have been incurred by John.	15 December 2021
Damien Prendergast	Damien in his personal capacity entered into a deed of variation and restatement of deed of indemnity and access with the Company.	The deed of variation varied the deed of indemnity and access entered into by the Company and Damien on 28 September 2020 ( <b>Deed of Indemnity</b> ) to provide that, should the Company not be able to effect D&O Insurance in accordance with the Deed of Indemnity, the Company will pay an escrow amount of \$75,000 to an escrow agent to be held in accordance with an escrow agreement to be entered into by Damien, John and the Company which will provide that funds may be released from the escrow account if Damien	15 December 2021

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		delivers to the escrow agent a release notice and relevant invoices showing costs and expenses of the type set out in clauses 2.1.1 or 2.1.3 of the Deed of Indemnity have been incurred by Damien.	
John Murray	John in his personal capacity entered into an escrow agreement with the Company.	The Company has been unable to effect D&O insurance as contemplated by the deed of indemnity and access entered into by the Company and John on 28 September 2020 (as varied by a deed of variation and restatement of deed of indemnity and access dated 15 December 2021) ( <b>Deed of Indemnity</b> ). The escrow agreement gives effect to the escrow arrangement contemplated by the Deed of Indemnity and provides that the Company will establish an escrow fund of \$75,000 with an escrow agent to provide John with security should he incur costs of the type set out in clauses 2.1.1 or 2.1.3 of the Deed of Indemnity.	15 December 2021
Damien Prendergast	Damien in his person capacity entered into an escrow agreement with the Company.	The Company has been unable to effect D&O insurance as contemplated by the deed of indemnity and access entered into by the Company and Damien on 28 September 2020 (as varied by a deed of variation and restatement of deed of indemnity and access dated 15 December 2021) ( <b>Deed of Indemnity</b> ). The escrow agreement gives effect to the escrow arrangement contemplated by the Deed of Indemnity and provides that	15 December 2021



Full name of director	Nature of interest	Value/extent of interest	Date disclosed
		the Company will establish an escrow fund of \$75,000 with an escrow agent to provide Damien with security should he incur costs of the type set out in clauses 2.1.1 or 2.1.3 of the Deed of Indemnity.	