

# MEMORANDUM OF LEASE

Date: 28 September 2000

B810070.1 L

## PARTIES

- (1) LAMBTON HARBOUR MANAGEMENT LIMITED at Wellington  
(the Lessor)
- (2) SHED 21 LIMITED at Wellington (the Lessee)

## SCHEDULE OF LAND

Estate		Fee Simple	
C.T.	Area	Lot & D.P. No. or other legal description, or Document No.	
(1) 33C/717 / (2) 37C/993	(1) 1721m <sup>2</sup> (2) 339m <sup>2</sup>	(1) Lot 101 on Deposited Plan 65083 (2) Section 1 on Survey Office Plan 35726	
Encumbrances, Liens & Interests			
(1) Subject to Easement Certificate 986051.2			

**THE LESSOR DOES HEREBY LEASE TO THE LESSEE** the Land and  
**THE LESSEE DOES HEREBY ACCEPT THIS LEASE** to be held by it as lessee and subject to the conditions, restrictions and covenants herein set forth.

IN WITNESS WHEREOF these presents have been executed this ~~28~~ day of  
September 2000.

THE COMMON SEAL of )  
LAMBTON HARBOUR )  
MANAGEMENT LIMITED as Lessor )  
was annexed hereto in pursuance of a )  
resolution of the Board of Directors: )



*David Gascoigne*  
\_\_\_\_\_  
David Gascoigne  
*David Sims*  
\_\_\_\_\_  
David Sims

Director

Director

SHED 21 LIMITED )  
as Lessee by: )

*Alan McEwen Feasey*  
\_\_\_\_\_  
Alan McEwen Feasey  
*Timothy Owen Bromberg*  
\_\_\_\_\_  
Timothy Owen Bromberg

Director

Director

**INTERPRETATIONS AND DEFINITIONS**

- 1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
  - 1.1 Words importing any gender shall include all other genders.
  - 1.2 Words importing the singular shall include the plural and vice versa.
  - 1.3 Payments shall be made in the lawful currency of New Zealand.
  - 1.4 Headings shall be ignored.
  - 1.5 References to clauses are references to clauses in this Lease and references to parties are references to the parties to this Lease unless expressly stated otherwise.

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- 1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
- 1.7 A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust, State or agency of a State in each case whether or not having separate legal personality.
- 1.8 "writing" shall include words visibly represented or reproduced.
- 1.9 Where approvals or consents are required in this Lease they shall not be unreasonably or arbitrarily withheld or delayed and such approvals or consents may be given with conditions which are both reasonable and relevant to the circumstances giving rise to the request to seek approval or consent and shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion.
- 1.10 Notwithstanding that there may be no privity of contract existing between the parties to this Lease and certain named third parties in this Lease nevertheless such third parties shall have the right to enforce any provisions in this Lease which are of benefit to them with such right to enforce being acknowledged and intended in accordance with the requirements of section 4 of the Contracts (Privity) Act 1982.
- 1.11 The expression "Lessor" and the "Lessee" includes their respective successors and assigns and where the context permits the Lessor's or the Lessee's respective tenants and other lawful occupiers of the Land and their respective contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessor or the Lessee, as the case may be).
- 1.12 "aims and objectives of LHDP" shall mean at the time of entering into this Lease: *"That development of the LHDP shall proceed with a focus on the continued establishment of public space, public amenities, ease of access, both to the waterfront and between the waterfront and the city, so as to promote and encourage public use and enjoyment of the waterfront. Sensible commercial development shall continue but in sympathy with the predominant public use"* and for the purposes of this Lease shall extend to include the need for the Lessee to abide by the vision of LHDP as agreed between the Lessor and the Wellington City Council which at the time of entering into this Lease means: *"Wellington's Waterfront is a special place. Our vision is to have it welcome all people to live, work and play in the*

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*beautiful and inspiring spaces of architecture that connect our city to the sea and to protect our heritage for the future”.*

- 1.13 “Authority” means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and the Improvements.
- 1.14 “Improvements” means any building, underground carpark, piles, structure or other improvements including drains, concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, fixtures and fittings existing at the commencement of this Lease and from time to time installed by or on behalf of the Lessee or the Lessor on the Land during the term of this Lease.
- 1.15 “The Land” means that land described in the Schedule of Land forming part of this Lease.
- 1.16 “LHDA” means the Lambton Harbour Development Area as that term is defined in section 2 of the Wellington Harbour Board and Wellington City Council Vesting and Empowering Act 1987.
- 1.17 “LHDP” means the Lambton Harbour Development Project as that term is defined in section 2 of the Wellington Harbour Board and Wellington City Council Vesting and Empowering Act 1987.
- 1.18 “Regional and District Plans” shall have ascribed to them those definitions set out in section 2 of the Resource Management Act 1991 where there is reference to “Regional Plan” and successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.

**THE LESSEE HEREBY COVENANTS WITH THE LESSOR:**

**2 Term and Rent**

- 2.1 In consideration of the rent hereinafter reserved and of the covenants, conditions, and agreements on the part of the Lessee herein expressed or implied to be paid, performed, observed and fulfilled the Lessor does hereby lease to the Lessee all the Land for a term of 199 years from and including the 6th day of October 2000 at the yearly rent of ten dollars plus goods and services tax payable if demanded in writing for payment by the Lessor subject to the covenants, conditions and restrictions set out below.

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**3 Use of the Land and Improvements**

- 3.1 The Lessee shall always be permitted to use the Land and the Improvements thereon for any permitted activities lawfully allowed for in the Regional and District Plans in existence from time to time.
- 3.2 Should any of the uses of the Land and the Improvements thereon be permissible only with the consent of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions involved in or about complying with any conditions of such consent, order or authority obtained.

**4 Payment of Rates and Impositions**


- 4.1 The Lessee will in addition to the specific tax required for payment under Clause 7 pay all rates, taxes (including without limitation land or improvements tax but not tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the said term shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements on the Land or on the Lessor or Lessee in respect thereof by authority of any Authority.

**5 No Fencing**

- 5.1 That the Lessee shall not at any time erect or install any fence or boundary structure around the Land (except in the event of any temporary fencing requirement during construction of any works to the Land or Improvements thereon) and in any event the Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land hereby agreed to be leased and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee from the Lessor of any adjoining land.

**6 Default and Termination**

- 6.1 In the event that the Lessee defaults under the terms of this Lease and such default in the reasonable opinion of the Lessor is a serious and material default then the Lessor shall be entitled to give written notice to the Lessee specifying the default and giving the Lessee a reasonable time in which to remedy such default depending on the nature and impact of the breach.
- 6.2 Should any default remain unremedied within the time specified by the Lessor following the receipt of notice under clause 6.1 then the Lessor shall be entitled on

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a without prejudice basis to seek whatever remedies are available to the Lessor under this Lease and otherwise at law.

- 6.3 The Lessor's failure to take advantage of any default, breach, non-observance or non-performance of any covenant, term or condition on the part of the Lessee to be observed and performed hereunder shall not be construed as a waiver, nor shall any custom or practice which may have grown up between the parties in the course of administering this Lease be construed to waive or to lessen any rights, powers or privileges at law or in equity of the Lessor, to insist upon the due and punctual performance of this Lease, or to prevent the exercise by the Lessor of any rights which the Lessor is lawfully entitled to exercise by reason of any such default.
- 6.4 The Lessor may elect to remedy upon the giving of reasonable prior written notice of default under clause 6.1 and if the Lessor so elects (but without having any obligation to do so) all costs, interest, penalties and expenses incurred by the Lessor (including recovery of all legal costs and expenses) in remedying such default shall be paid by the Lessee by the Lessor forthwith on demand.

## 7 Goods and Services Tax

- 7.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor whether pursuant to the provisions of the Goods and Services Tax Act 1985 (being the tax thereby imposed or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor or in addition thereto or otherwise) in respect of:
- 7.1.1 any payments made by the Lessee under this Lease (including the payment of Rent); and
- 7.1.2 any other payments paid or payable by the Lessee under this Lease or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

## 8 Charges

- 8.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements on the Land.

## 9 Statutory Requirements

- 9.1 The Lessee shall if required by any Authority comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:

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- 9.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 1991;
- 9.1.2 comply with and observe at all times and terms and conditions of all resource consents held in respect of the Lessee's use of the Land and Improvements and the requirements imposed and otherwise arising under the Resource Management Act 1991;
- 9.1.3 comply with any requirements arising under the Historic Places Act 1993 or otherwise required by any Authority in respect of the historic nature of the Land and Improvements; and
- 9.1.4 ensure that, consistent with the obligations placed on the Lessee under the Health and Safety in Employment Act 1992, proper and adequate health and safety procedures are adopted in accordance with such Act.

## 10 Condition of the Land and Improvements

- 10.1 The Lessee will keep and maintain the Land and Improvements in a clean, washed down and tidy condition, and in addition will keep and maintain the brick and window frame areas on the exterior of the Improvements and the interior structural integrity of the Improvements all in good and substantial repair in order to preserve the heritage qualities of the Improvements including without limitation to repaint and keep the roof and exterior of the Improvements on the Land in a water tight and weatherproof condition including gutterings, pipes, tiles or paving or whenever reasonably required.

## 11 Insurance

- 11.1 The Lessee will at all times insure and keep insured all the Improvements situated on or under the Land for their full replacement value including earthquake and war damage and fire consequent upon earthquake, demolition cost, flood, lightning, storm and tempest, water damage, electrical fusion and their risks as are considered necessary or desirable to give proper effect to the requirements of Clause 15.

## 12 Aims and Objectives of LHDP

- 12.1 The Lessee as an essential term of this Lease acknowledges and accepts the aims and objectives and vision of LHDP and shall raise no objection to the aims or objectives and vision of LHDP nor do anything while in occupation of the Land and Improvements on the Land to derogate from the aims and objectives and vision of LHDP and otherwise the Lessee shall ensure at all times that it and the tenants of the Lessee and lawful occupiers of the Land shall observe and abide by the aims and objectives and vision of LHDP.



**13 Assignment**

- 13.1 The Lessee will not without the previous consent in writing of the Lessor assign or transfer this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed where the Lessee is not in any material default under this Lease and the Lessor is satisfied that the proposed assignee or transferee is able to meet its obligations under the Lease.
- 13.2 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange the Lessor may require the directors (where they have a direct proprietary interest in any assignee or transferee company) and/or the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in customary form acceptable to the Lessor and the costs incurred by the Lessor in the preparation and execution of such guarantee shall be paid by the Lessee.

**14 No Warranty and Reclaimed Land**

- 14.1 The Lessor does not in any way warrant that the Land and/or Improvements are or will remain suitable or adequate for any of the purposes of the Lessee and to the full extent permitted by law all warranties as to suitability and to adequacy implied by law are expressly negated.
- 14.2 The parties both acknowledge that the Land is reclaimed land and could be subject to movement and settlement.
- 14.3 The Lessee shall be responsible for satisfying themselves (by the carrying out of soil testing, underground investigation, foundation design or such other action or research as may be necessary) as to the suitability of the Land and/or Improvements for any use.
- 14.4 The Lessor shall not be responsible for the repair of any damage caused by the acts, omissions or default of the Lessee and persons under the control of the Lessee.

**15 Nuisance and Discharges**

- 15.1 The Lessee shall not commit, permit or suffer on the Land any act which may be a nuisance or annoyance to the LHDA or to the occupiers thereof or to any neighbouring properties.
- 15.2 The Lessee shall not discharge from the Land or from any Improvements thereon into the harbour or stormwater drains any volatile or noxious or dangerous liquids or substances. For the purposes of this Clause a discharge includes escape, spillage, breakage, pumping, pouring, emitting or emptying. In the event of such discharge



the Lessee will reimburse the Lessor for any reasonable costs and expenses incurred by the Lessor in cleaning up or remedying or rendering harmless such discharge.

- 15.3 The Lessee will at all times comply with the requirements of any person having lawful authority in respect of the discharge of liquids or substances into the sewerage reticulation system operated by the Wellington City Council, the Wellington Regional Council or any other Authority.

## 16 Destruction and Redevelopment

- 16.1 The Lessee shall be entitled to carry out repairs, reinstatement or redevelopment to the Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to redevelop or replace the Improvements on the Land provided the following conditions are or will be satisfied:

- 16.1.1 any repair, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
- 16.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme; and
- 16.1.3 insurance proceeds lawfully payable to the Lessee will be fully utilised towards redevelopment or replacement; and
- 16.1.4 the written consent of the Lessor (at the cost of the Lessee) is obtained to the plans and specifications for such work, such consent only to be withheld in the event that the Lessor considers on reasonable grounds that the repair, reinstatement or redevelopment (as the case may be) will on completion derogate from the aims and objectives and vision of LHDP and the requirements of the Wellington City Council with regard to features concerning design and its relationship to public space areas within the LHDP; and
- 16.1.5 the Lessee in carrying out such works programme under this Clause shall complete such works to a quality and standard and to a scale and design where the Lessor on reasonable grounds considers that such works do not derogate from the aims and objectives and vision of LHDP and the requirements of the Wellington City Council with regard to features concerning design and its relationship to public space areas within the LHDP:



and upon satisfaction of such conditions the Lessee shall repair, reinstate or rebuild (as the case may be) the Improvements or such part of the Improvement requiring such work in accordance with the conditions set out above.

- 16.2 In the event that the Lessee is prevented or unable to reinstate or rebuild it may (and at the request of the Lessor shall) forthwith if it is lawfully able to do so demolish the Improvements and clear the Land or the affected part of all Improvements, rubbish and debris and where the Lessee is unable for a period of not less than ten (10) years or where the Lessee advises the Lessor in writing that it does not wish to conduct from the Land any permitted use under Clause 3 then this Lease shall be considered at an end and the Lessor and the Lessee shall endorse their surrender on this Lease in registrable form and neither of them shall have any claim for compensation, damages or otherwise against the other whatsoever except for any antecedent breach of covenant of this Lease.

#### 17 Lessee's Acknowledgement of Risk

The Lessee agrees to occupy and use the Land and any Improvements thereon at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon.

#### 18 Prior Representations

- 18.1 The covenants, provisions, terms and agreements contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties to the Lease (notwithstanding any negotiations or discussions prior to the execution of this Lease or anything contained in any brochure, report or other document prepared by or on behalf of the Lessor or submission to potential lessees of the Land).
- 18.2 The parties expressly agree and declare that no further or other covenants, agreements, provisions or terms whether in respect of the Land or otherwise shall be deemed to be implied or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by any party to the other or others on or prior to the execution of this Lease and the existence of any such implication or collateral or other agreement is hereby expressly negated and the Lessee further acknowledges that the Lessee has not been induced to enter into this Lease by any representation, verbal or otherwise made by or on behalf of the Lessor which is not set out in this Lease.

**19 Indemnity by Lessee**

19.1 The Lessee will indemnify and hold harmless the Lessor from and against all actions, claims, demands, losses, damages, fines, penalties, costs and expenses arising from the Lessee's use of the Land to the extent that such loss, damage or injury is occasioned or contributed to by any act, omission, neglect, breach or default on the part of the Lessee or any person under its control for which the Lessor shall or may be or become liable in respect of and arising from the negligent use waste or abuse by the Lessee or any persons under its control of any water, gas, electricity, oil, lighting or other services and facilities in or about the Land or any Improvements thereon or in respect of any loss damage or injury from any cause whatsoever to property of any loss damage or injury from any cause whatsoever to property or persons provided that such indemnity shall not apply to the extent that the Lessor is able to recover from the Lessor's insurers, any such loss suffered.

**20 Quiet Enjoyment**

20.1 Provided the Lessee performs and observes the covenants provisos conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease.

**21 Registration**

21.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.

21.2 The Lessor agrees that if the Lessee requires consent to any unit titling of the leasehold estate arising from this Lease it shall not withhold any consent required by the Lessor provided compliance with the requirements of Unit Titles Act 1972 is evidenced to the reasonable satisfaction of the Lessor and if the Lessor requires the Lessee agrees to enter into any land covenants or restrictive covenants that the Lessor may require as a condition of giving consent to better protect the covenants required of the Lessee arising under this Lease provided that the intent of those covenants shall not in anyway increase the liability of the Lessee other than that imposed under and arising out of this Lease.

**22 Access for Carparking and Repairs and Maintenance**

22.1 The Lessor shall throughout the term of this Lease provide to the Lessee reasonable vehicular sealed access routes on or under the LHDA advised from time to time to any carparking situated on or under the Land including the creation of any registrable right of way easements (at the cost of the Lessor) to give proper and full effect to this requirement subject only to any reasonable restrictions imposed on access having regard to development activities (in which event the vehicular access rights of the Lessee herein shall not be denied) and public festivities conducted

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within the LHDA from time to time but so that the Lessee's rights to obtain reasonable access is not unreasonably obstructed or interfered with at any time.

- 22.2 The Lessors shall, throughout the term of this Lease, provide to the Lessee reasonable access around the public space of the Improvements for use and occupation for the purpose of cleaning, repairing, maintaining and replacing any building work to the Improvements which right shall enure unless replaced by any easement right granted in favour of the Lessee.

### 23 Improvements

- 23.1 The parties agree that the Improvements during the term of this Lease remain in the ownership of the Lessee and on expiry or sooner determination of this Lease the Improvements shall be deemed to vest in the ownership of the Lessor without compensation, damages or any other claim by the Lessee or any person claiming through the Lessee.

### 24 No Charges

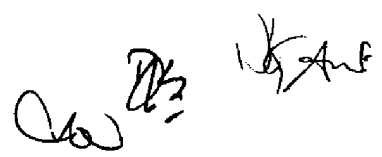
- 24.1 The Lessor shall not permit or allow the registration of any mortgage or charge against the Land.

### 25 Notices

- 25.1 All notices including requests, demands and other communications under this Lease, to be given by a party to any other party shall be in writing and may be given if personally delivered or sent by an accepted means of electronic transmission to the other party. Any notices personally delivered in the manner set out above shall be deemed given when personally delivered or if sent by electronic transmission in the manner set out above shall be deemed given on the first business day following the day of sending of the electronic transmission.

### 26 Disputes, Resolutions and Arbitration

- 26.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 26.2 If the parties cannot resolve a dispute or difference within 15 business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution) or any other alternative dispute organisation agreed upon by the parties.



26.3 If the parties cannot agree on any dispute resolution technique then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon or if not agreed then appointed by the President or his or her nominee for the time of the Wellington District Law Society or its successor body, such arbitration to be carried out in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.

26.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

## 27 Waiver

27.1 Subject to the Lessor complying with its obligations under clause 27.2 the Lessee acknowledges and accepts that notwithstanding the covenant for quiet enjoyment and the other provisions of this Lease that the Land and any Improvements thereon is capable of being adversely affected by lawful operations which may arise in the course of, or are incidental to, the business of the Lessor or the operations of the CentrePort Limited or its successors. Accordingly, the Lessee agrees:

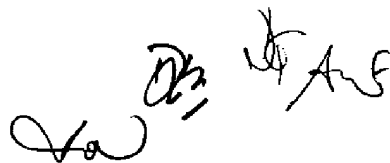
27.1.1 not to obstruct or in any way interfere with the lawful operations of other lawful users of the wharf areas within the LHDA;

27.1.2 to take all responsible steps in approving the design, and implementing any approved additions or alterations to any Improvements or carrying out any redevelopment of Improvements to overcome or alleviate such adverse effects;

27.1.3 only to take action or commence, join in, or pursue any action or procedure against the Lessor or CentrePort Limited if the Lessor or CentrePort Limited are acting unlawfully.

27.1.4 to waive all rights of action which the Lessee or any person claiming through the Lessee may have or but for this provision might have in commencing, joining in, or pursuing any action or proceeding against the Lessor or the CentrePort Limited or any of them or any of their employees or agents in respect of such adverse effects.

27.2 The Lessor confirms that the Lessor must also observe and abide by the aims and objectives of LHDP so that in carrying out their operations they must use best endeavours to minimise disruption and the advent of any adverse effects on the Lessee and any other lawful occupiers of the LHDA.



**28 Costs**

- 28.1 The parties shall each pay their own solicitors costs on preparing and finalising this Lease. The Lessee shall be responsible for payment of all government tax duty or imposts at any time payable on this Lease or any variation to this Lease and shall pay for all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any consent sought to unit titling or any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease and likewise the Lessor shall pay for all costs, charges and expenses for which the Lessee shall become liable in consequence of or in connection with any breach or default by the Lessor in the performance or observance of any of the terms, covenants and conditions of this Lease.

**29 Implied Relationships**

- 29.1 Nothing contained in this Lease shall be deemed or construed or constitute any party or parties' agent or representative or other party or be deemed to create any trust, commercial partnership or joint venture.

**30 Partial Invalidity**

- 30.1 The validity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.

**31 Governing Law**

- 31.1 This Lease shall be construed and take effect in accordance with the laws of New Zealand.



Registered in Triplicate:

B810070.2 Mortgage to  
Westpac Banking Corporation  
9. 11. 2000 at 11.55.

*C. Clary  
for Rev*

Dated 2000

**BETWEEN** LAMBTON HARBOUR  
MANAGEMENT LIMITED

Lessor

**AND** SHED 21 LIMITED

Lessee

MEMORANDUM OF LEASE

Correct for the purposes of the  
Land Transfer Act 1952

*R. J. Blum*

Solicitor for the Lessee

CHAPMAN TRIPP SHEFFIELD YOUNG  
SOLICITORS  
WELLINGTON, AUCKLAND AND  
CHRISTCHURCH



11.55 09.NOV.00 B 810070.1  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY WELLINGTON  
FOR REGISTRAR - GENERAL OF LAND

*LIN 2*

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The logo for Bayleys, featuring the word "BAYLEYS" in a bold, white, sans-serif font, centered within a dark blue rectangular box with a thin white border.

## **DISCLOSURE STATEMENT**

1. The following information has been supplied to Capital Commercial (2013) Limited ("Bayleys") to be made available for distribution on the vendor's behalf to potential purchasers to assist purchasers with their due diligence and to use at the purchaser's discretion.
2. Bayleys and the Vendor do not warrant the accuracy or completeness of the information and recommends that all recipients undertake their own due diligence, obtain their own reports to their satisfaction and seek independent advice prior to committing to purchaser.