DATED 26th April **1999**

CHRISTCHURCH INTERNATIONAL AIRPORT LIMITED

A.S.A. (NZ) LIMITED

DEED OF LEASE - BARE LAND
ORCHARD ROAD SITE

BUDDLE FINDLAY
BARRISTERS & SOLICITORS, NEW ZEALAND
AUCKLAND • WELLINGTON • CHRISTCHURCH

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DATED 26th April 1999

PARTIES

A. **CHRISTCHURCH INTERNATIONAL AIRPORT LIMITED** at Christchurch, New Zealand ("the Lessor");

B. **A.S.A. (NZ) LIMITED** at Christchurch, New Zealand ("the Lessee");

C. **HOLMES AND NARVER SERVICES, INC.** of Orange, California, U.S.A. and **EG & G, INC.** of Wellesley, Massachusetts, U.S.A. (trading as **ANTARCTIC SUPPORT ASSOCIATES**) ("the Guarantor")

10GKJ1	04/05/1999	59867
NZ Stamp Duty -		Stamp
Self assessed duty		$1,159.20

TERMS OF THIS DEED - GRANT OF LEASE

The Lessor leases to the Lessee and the Lessee takes on Lease the Premises together with the non-exclusive right for the Lessee to use the Common Areas for the term and at the rental and subject to the terms and conditions set out in the Schedules to this Lease.

The Guarantor covenants with the Lessor as set out in the Guarantee in the Third Schedule provided that such Guarantee shall end and be of no further effect following the valid assignment of this Lease by the Lessee pursuant to clause 7.1 of the Second Schedule.

The Lessor acknowledges the rights of The United States of America (National Science Foundation) ("NSF").

EXECUTION

SIGNED for and on behalf of **CHRISTCHURCH INTERNATIONAL AIRPORT LIMITED** in the presence of:

) Director

Director/~~Authorised Signatory~~

Signature

Full Name

Address

Occupation

Note: If two directors sign, no witness is necessary. If a director and authorised signatory sign, both signatures are to be witnessed. If the director and authorised signatory are not signing together, a separate witness will be necessary for each signature.

::ODMA\PCDOCS\CHCH_DOCS\173831\2

SIGNED for and on behalf of
A.S.A. (NZ) LIMITED
in the presence of:

Director

Director/Authorised Signatory

Signature

Full Name

Address SIMON GEORGE MORTLOCK
SOLICITOR
CHRISTCHURCH

Occupation

Note: If two directors sign, no witness is necessary. If a director and authorised signatory sign, both signatures are to be witnessed. If the director and authorised signatory are not signing together, a separate witness will be necessary for each signature.

SIGNED for and on behalf of
HOLMES AND NARVER SERVICES, INC.
in the presence of

Director

Director/Secretary

Signature

SAMUEL DUANE FEOLA
Full Name

6995 E. ARAGONNE WAY
HIGHLANDS RANCH, CO 80126
Address

DIRECTOR, LOGISTICS, ASA
Occupation

Note: If two directors sign, no witness is necessary. If a director and secretary sign, both signatures are to be witnessed. If the director and secretary are not signing together, a separate witness will be necessary for each signature.

SIGNED for and on behalf of)
EG & G, INC.)
in the presence of)

H T Johnson
Director
H.T. Johnson

William F Neeb
Director/Secretary
William F. Neeb

Signature

John A. Shetterly

Full Name
EG&G, Inc.
45 William Street

Address
Wellesley, MA, USA
Attorney, EG&G, Inc.

Occupation

Note: If two directors sign, no witness is necessary. If a director and secretary sign, both signatures are to be witnessed. If the director and secretary are not signing together, a separate witness will be necessary for each signature.

FIRST SCHEDULE (REFERENCE SCHEDULE)

Item 1: **The Premises (Clause 1.1(j))**

The land having an area of 2.8312 hectares and shown on the plan annexed to this Lease as the Fourth Schedule outlined in pink.

Item 2: **Term of Lease (Clause 2.1)**

12 years 6 months

Item 3: **Commencement Date (Clauses 1.1(c) and 2.1)**

1 April 1998

Item 4: **Final Expiry Date (Clauses 1.1(g))**

30 September 2010

Item 5: **Annual Rent (Clause 3.1)**

For the period 1/4/98-30/9/98 $226,000.00 per annum plus GST

For the period 1/10/98-30/9/2002 $233,574.00 per annum plus GST

For the period 1/10/02-30/9/06 $245,252.70 plus annum plus GST

For the period 1/10/06-30/9/10 $257,515.34 per annum plus GST

Item 6: **Monthly Payments of Rent (Clause 3.2)**

For the period 1/10/98-30/9/2002 $19,464.50 plus GST

For the period 1/10/02-30/9/06 $20,437.73 plus GST

For the period 1/10/06-30/9/10 $21,459.61 plus GST

Item 7: **Permitted Use of Premises (Clause 10.1)**

The operation and administration of the United States Antarctic Programme including programs sponsored by or involving NSF.

Item 8: **Default Interest Rate (Clause 1.1(f))**

A rate of interest per cent per annum equal to the Bank of New Zealand commercial overdraft base rate at the date of such default.

Item 9 **Schedules Forming Part of this Lease**

First Schedule:	Reference Schedule (including Special Provisions, if any)
Second Schedule:	General Terms and Conditions
Third Schedule	Guarantee
Fourth Schedule	Plan of Premises

Item 10: **Special Provisions (if any)**

SECOND SCHEDULE (GENERAL TERMS AND CONDITIONS)

1. DEFINITIONS, INTERPRETATIONS AND EXCLUSIONS

1.1 In this Lease unless a contrary intention appears:

(a) **"Authority"** means any local body, government or other authority having jurisdiction or authority in respect of the Premises or any business or use carried on in the Premises.

(b) **"the Airport"** means the land and buildings comprising the Christchurch International Airport at Memorial Avenue, Christchurch and includes the Lessor's plant, fixtures, fittings and structures in the Christchurch International Airport together with any additions, extensions or alterations after the Commencement Date.

(c) **"Commencement Date"** means the date specified in Item 3 of the First Schedule.

(d) **"Common Areas"** means those parts of the larger building and site at the Airport of which the Premises forms part intended for use by all of the tenants and occupiers of the larger building and site including, for example, (but without limiting the generality of the preceding sentence) all common areas and facilities within the building together with common area services; all internal roadways; parking areas; driveways; walk ways; and sewer, storm water, water, power and telephone reticulation.

(e) **"Common Areas Operating Expenses"** means the costs and expenses of the Common Areas as defined in the Third Schedule.

(f) **"Default Interest Rate"** means the default interest rate specified in Item 8 of the First Schedule.

(g) **"Final Expiry Date"** means the date specified in Item 4 of the First Schedule.

(h) **"GST"** means Goods and Services Tax or any tax in the nature of a Goods and Services Tax.

(i) **"the Lessee"** and **"the Lessor"** include their respective successors and permitted assigns and shall extend in the case of the Lessee to include the Lessee's employees, agents, contractors, invitees and any other person under the Lessee's control.

(j) **"the Premises"** means the premises described in Item 1 of the First Schedule.

(k) **"Year" or "Yearly"** - any year or part of the year ending on 31st March or on the expiration or sooner determination of this Lease as the case may require.

1.2 **Interpretations**

(a) Words importing the singular shall include the plural. Words importing the masculine gender shall include the feminine or neuter and vice versa. Words importing persons shall include companies.

(b) Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

(c) The Table of Contents and any headings and marginal notations in this Lease have been inserted for convenience only and shall not limit or govern the construction of the terms of this Lease.

(d) Any reference in this Lease to any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation and any re-enactments thereof.

(e) Where the Lessor's consent or approval is required pursuant to any provision of this Lease such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion.

1.3 **Entire Agreement**

This document embodies the entire understanding and the whole agreement between the parties. Any previous representations, warranties, arrangements and statements whether expressed or implied with reference to the subject matter of this Lease are merged herein.

2. TERM

2.1 This Lease shall be for the term fixed in Item 2 of the First Schedule commencing on the Commencement Date.

2.2 Following the expiry of ninth (9th) year of the term of this Lease, the Lessee and the Lessor shall each be entitled to call upon the other to meet and negotiate in good faith the granting of a further lease if the Lessee seeks a new Lease upon the expiry of the term and if the Lessor does not require the premises for some other use. In the event the parties reach an agreement that a new Lease for the premises be granted, such Lease shall be a lease of bare land but otherwise terms and conditions of such further Lease shall be as may be agreed.

3. RENT

3.1 The Lessee covenants to pay the Annual Rent specified in Item 5 of the First Schedule to the Lessor in accordance with the terms of this Lease. All payments of rent under this Lease shall be paid without deduction or set off of any kind to the Lessor.

3.2 The Lessee shall pay to the Lessor Monthly Payments of Rent specified in Item 6 of the First Schedule in advance on the 1st day of each month, the first of such payments to be due and payable on the Commencement Date. All payments must be made by automatic payment or in such manner as the Lessor may in writing direct.

4. OUTGOINGS AND OTHER CHARGES

4.1 The Lessee shall pay all charges and outgoings in respect of the Premises during the term of the Lease. Without limiting the generality of the preceding sentence, the charges and outgoings shall include:

(a) All building inspection charges, warrants of fitness and any other similar charges by any local government or other competent authority, in respect of the Premises;

(b) Any increase in rates charged on the Premises where such increase occurs due to any further improvements being made to the Premises;

(c) All charges for cleaning (including garbage disposal and sewage disposal), water supply, electrical power supply and telephone systems and any other services supplied to the Premises.

4.2 The outgoings referred to in clause 4.1 shall be payable on demand without deduction or set-off or if required by the Lessor the Lessor may estimate in advance the annual amount of the outgoings and require payment of such amount by monthly instalments together with rent in advance. The Lessor's estimate may be revised by the Lessor from time to time and the Lessee's monthly instalments adjusted accordingly. When the actual annual amount of outgoings payable is known any deficiency shall be paid by the Lessee promptly on demand and any excess shall be promptly refunded by the Lessor or credited towards future outgoings or rent at the Lessor's discretion. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.

4.3 In any case where the charges and expenses referred to in clause 4.1 are not separately assessed to the Premises the Lessee shall pay a fair and reasonable proportion of those charges and expenses.

4.4 The Lessee shall not be liable for any proportion of the amounts payable under clause 4.1 and 4.3 which relate to any period falling outside the term of this Lease.

5. GOODS AND SERVICES TAX

5.1 The Lessee shall pay to the Lessor or as the Lessor shall direct the GST payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.

5.2 If a Lessee shall make default in payment of the rental or other moneys payable hereunder and the Lessor becomes liable to pay additional GST then the Lessee shall on demand pay to the Lessor the additional GST.

6. MAINTENANCE REPAIRS ALTERATIONS AND ADDITIONS

6.1 The Lessee shall at the Lessee's expense keep, and at the expiry or sooner determination of the lease shall return, the Premises to the Lessor in a neat and tidy condition.

6.2 The Lessee shall also at the Lessee's expense:

(a) Keep any improvements on the Premises (including all windows) clean and ensure that all waste and rubbish is placed in suitable receptacles and is removed from the Premises regularly.

(b) Immediately make good any damage to any part of the Premises or the Lessee's improvements on the Premises.

(c) Maintain appropriate Public Liability cover in a sum approved by the Lessor. In no circumstances shall rental abate in the event of damage to or destruction of the Lessee's improvements.

6.3 The Lessee shall not paint erect or exhibit any sign or advertising device in upon or about the Premises without the prior written consent of the Lessor, which such consent is not to be unreasonably withheld and which may be given subject to such reasonable conditions as to the size and design of such sign or advertising device as are appropriate. The Lessee shall maintain any sign or advertising device painted erected or exhibited with the Lessor's consent in good order throughout the term of this Lease. The Lessee shall at the Lessee's own expense remove such signs or advertising devices and make good any damage caused to the Premises in so doing as and when it is required to remove all improvements, additions or alterations made by the Lessee in accordance with the provisions of clause 6.6.

6.4 The Lessor and the Lessee acknowledge that NSF is the owner of all buildings and improvements on the premises at the commencement of this Lease together with all buildings, additions, alterations and other improvements brought onto the premises during the term of this lease or any renewal or extension thereof. Such buildings, additions, alterations or other improvements shall remain in the ownership of NSF so long as the relationship of landlord and tenant continues between the Lessor and the Lessee.

6.5 The Lessee shall not erect, or make structural alterations to, any building upon the Premises without the prior written consent of the Lessor, which such consent is not to be unreasonably withheld and which may be given subject to such reasonable conditions as are appropriate. In no case shall the Lessor give its approval if the alteration or addition to the Premises will interfere with the use and enjoyment of the Lessor's other land as an airport.

6.6 The Lessee may or shall, if required by the Lessor, at such time as the relationship of landlord and tenant ceases to exist between the Lessor and the Lessee, remove all improvements, additions or alterations made to the Premises and make good damage to the Premises caused by such removal. In circumstances where the Lessee fails or refuses to effect such removal and making good then the Lessor may remove the improvements, additions or alterations not removed by the Lessee, and the Lessee will pay upon demand all costs and expenses incurred by the Lessor in so doing. The purpose of this clause is to permit the Lessor to require the Lessee to return the Premises to a clear and tidy bare land site.

6.7 Subject to the provisions of clause 6.6, all or any improvements, additions or alterations made to the Premises and any fixtures brought upon the Premises (whether in the nature of a trade fixture or not) and which are on the Premises at the time the relationship of landlord and tenant between the Lessor and the Lessee ceases shall immediately at such time vest in the Lessor without right of payment or compensation to the Lessee by the Lessor.

6.8 The Lessee shall, within a reasonable period after becoming aware, give notice to the Lessor of:

(a) Any damage to or defects in the Premises or the Lessor's Fixtures and Fittings on or about the Premises.

(b) Any circumstances likely to occasion any damage or injury within the Premises.

6.9 The Lessee will not call upon the Lessor to contribute towards the cost of the erection, maintenance or repair of any fences to the boundaries of the Premises PROVIDED THAT in

any case where the Premises adjoin the runway surrounds the Lessor may at its discretion erect suitable security fences and shall maintain at its own expense any fence so erected (whether before or after the commencement date) in good order and repair during the term of the lease and any renewal.

7. ASSIGNMENT/SUB-LETTING

7.1 The Lessee shall not mortgage assign sub-let or part with possession of the Premises or any part of the Premises without the prior consent in writing of the Lessor. The Lessor shall not unreasonably withhold its consent to a mortgage assignment sub-letting or parting with possession of the Premises to a suitable respectable responsible and solvent mortgagee assignee sub-lessee or possessor ("the Transferee") BUT before giving such consent, and as a condition precedent to the giving of such consent, the Lessor shall be entitled to the performance by the Lessee of the following conditions:

(a) The Lessee shall submit to the Lessor the name address and occupation of the Transferee together with reasonable evidence that such person is suitable respectable responsible and solvent.

(b) If the Transferee is accepted by the Lessor the Lessee shall pay the Lessor's solicitors costs of and incidental to the giving of such consent.

(c) The Lessee shall pay all rent and other moneys due and payable by the Lessee to the Lessor and shall perform all the Lessee's other obligations under this Lease up to the date of the proposed mortgage assignment sub-letting or parting with possession. The Lessee's liability hereunder including the payment of rental and other moneys shall cease as at the date of assignment.

(d) The Lessee shall at the Lessee's own expense procure the execution by the Transferee of a Deed of Covenant with the Lessor that the Transferee will at all times duly pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease (but without thereby releasing the Lessee from the Lessee's obligations under this Lease).

(e) Where the Transferee is a company the Lessor may require that the Deed of Covenant referred to in clause 7.1(d) be executed by that Company and also by such of the directors and/or shareholders of that Company as the Lessor requires, as joint and several guarantors, upon the terms set out in the Third Schedule.

7.2 Where the Lessee for the time being under this Lease is a company not listed on the New Zealand Stock Exchange any change in the shareholding or capital structure of the Lessee which alters the effective control of the Lessee shall be deemed to be an assignment requiring the consent of the Lessor in terms of clause 7.1.

7.3 Any dealing with the Premises specified in Section 109 (2) of the Property Law Act 1952 without the consent of the Lessor shall be deemed to be a breach of the provisions of clause 7.1.

7.4 The Lessor acknowledges and agrees that NSF will from time to time require to appoint a new lessee to assist in carrying out its Antarctic research programme. Where such a transfer is required to take place, the Lessor shall not be entitled to withhold its consent to an

assignment to a new lessee unless the Lessor establishes that the proposed Lessee is not a suitable, respectable, responsible or solvent party.

7.5 It is acknowledged that the Lessee shall be entitled to assign the Lease to NSF during such period as the provision of clause 13.1 apply. - hold over

8. INSURANCE

8.1 The Lessee shall not do or permit anything to be done on the Premises whereby it is aware or should reasonably have been aware that:

(a) Any insurance effected by the Lessor may be rendered void or voidable, or

(b) (Except with the Lessor's prior written approval) the premium payable on any such insurance shall be liable to increase, in which case the Lessee shall pay any extra premium payable by the Lessor.

9. LESSEE'S INDEMNITY

9.1 The Lessee agrees to occupy and use the Premises at the Lessee's risk and releases to the fullest extent permitted by law the Lessor its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident damage or injury occurring to any person or property in or about the Premises.

9.2 The Lessee shall keep the Lessor indemnified against all claims actions losses and expenses of any nature which the Lessor may suffer or incur or for which the Lessor may become liable in respect of or arising out of:

(a) The neglect or careless use or misuse by the Lessee of the Premises or any of the utilities or other services to the Premises or arising out of any faulty fixture or fitting of the Lessee.

(b) Any accident or damage to property or persons arising from any occurrence in or near the Premises wholly or in part by reason of any act or omission by the Lessee and persons under the Lessee's control.

(c) Any breach by the Lessee of the provisions of Section 15 of, or any conditions of a discharge permit issued under, the Resource Management Act.

(d) Any liability incurred by the Lessee whatsoever in respect of a breach by the Lessee of any of the provisions of any legislation, including by way of example but not limited to, the Building Act 1991, or the Health & Safety in Employment Act 1992, in respect of the Premises.

9.3 The Lessor accepts no responsibility to the Lessee for the acts or omissions of any other tenant or occupier of the Airport or their servants or agents.

10. USE OF THE PREMISES

10.1 The Lessee shall use the Premises only in accordance with the Permitted Use of Premises specified in Item 7 of the First Schedule. The Lessee acknowledges that it has entered into this Lease in reliance upon its own judgment and not in reliance upon any representation or warranty by the Lessor.

10.2 The Lessee shall comply with all Acts by-laws and regulations so far as they relate to, and all notices or orders which may be given by any competent authority in respect of, the Premises or their use by the Lessee and will keep the Lessor indemnified in respect of all such matters.

10.3 The Lessee shall not:

(a) Permit any noxious or offensive act, trade, business, occupation or calling to be carried on in or about the Premises.

(b) Do or permit any act or thing which may cause a disturbance or nuisance to the Lessor or any other of the Lessor's tenants.

(c) Bring into or install on the Premises any machinery plant or equipment of such a weight or size as may be liable to cause structural or other damage to the Premises.

(d) Apply for any discharge permit under Section 15 of the Resource Management Act in respect of the Premises without the prior written consent of the Lessor, such consent not to be unreasonably or arbitrarily withheld. For the purposes of this subclause the Lessor's consent shall not be unreasonably or arbitrarily withheld if as a condition of consent the Lessor requires that:

(i) The application be made in the Lessor's name, but at the Lessee's expense in all respects; or

(ii) The Lessee enter into a deed of covenant whereby the Lessee agrees unconditionally, and for no consideration, at the option of the Lessor to transfer the discharge permit to the Lessor immediately upon the expiration or termination of this Lease.

10.4

(a) It is acknowledged that both the Lessor and Lessee have obligations under the Resource Management Act 1991. In order to satisfy its obligations the Lessor has adopted an Environmental Policy, part of which policy includes a requirement for each Lessee to have an Environmental Compliance and Monitoring Programme (ECMP), to assist in the prevention and/or detection of any discharges in breach of the Resource Management Act.

(b) The Lessor shall advise the Lessee of the details of the Environmental Policy as it relates to the Lessee.

(c) The Lessee shall adopt its own ECMP to ensure compliance with the Resource Management Act and the Lessor's Environmental Policy, having regard to the Lessee's use of the Premises.

(d) The Lessee shall provide to the Lessor such documentary evidence as it may reasonably require, to enable the Lessor to satisfy itself that the Lessee is complying with its ECMP.

10.5 In the event that the Premises adjoin the airfield security fence, then without compromising the generality of clause 10.1, the airfield security fence is to be kept clear of any article, vehicle, stowed equipment or other material for a distance of 1.5 metres both landside (i.e. in the Premises) and airside (i.e. in the airfield in the event where the Lessee is allowed access to the airfield). The 1.5 metres is to be measured, in respect of the landside of the fence, from a vertical line extending down from the extreme outer edge of the fencing structure (including the outrigger) and in respect of the airside, from the outer edge of any post, brace or other fencing support.

11. LESSOR'S COVENANTS

11.1 The Lessor shall pay all rates and taxes charged levied or assessed on the Premises at any time during the term except those that the Lessee is obliged to pay.

11.2 The Lessee upon paying the rent and other moneys payable to the Lessor and upon performing the Lessee's obligations under this Lease shall and may peaceably possess and enjoy the Premises during the term of this Lease without any undue interruption or disturbance from the Lessor or his servants or agents.

12. RIGHTS RESERVED BY THE LESSOR

12.1 The Lessor shall have the right to enter upon the Premises with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):

(a) To view the state of repair of the Premises and/or to inspect the Premises to ascertain whether or not there has been any breach of the terms of this Lease.

(b) To carry out repairs or other works to the Premises or services to the Premises.

(c) To execute any work required to remedy a defect which is the Lessee's duty to repair if the Lessee has not, within a reasonable period after the date of receipt by the Lessee of written notice from the Lessor requiring such defect to be repaired, taken steps to remedy that defect.

(d) For the purpose of complying with the terms of any present or future legislation affecting the Premises or of any notice served on the Lessor or Lessee by any competent authority for which the Lessee is not responsible under this Lease.

PROVIDED ALWAYS in exercising such rights the Lessor shall use its best endeavours to minimise any disturbance caused to the Lessee in its occupation and use of the Premises.

12.2 The Lessor may elect to remedy at any time, without notice, any default by the Lessee under this Lease and all costs and expenses incurred by the Lessor (including all legal costs and expenses) in remedying such defaults shall be paid by the Lessee to the Lessor forthwith on demand.

12.3 The Lessor may at any time and from time to time promulgate rules for the management and control of the Common Areas or of the Airport. The Lessor will serve a copy of the rules so promulgated upon the Lessee and such rules shall take effect 30 days after the date of service and shall be deemed to form part of this Lease in the same manner as if they had been set out fully herein.

12.4 Subject to clause 13.10, in any case where:

(a) The rent or any part of the rent shall be unpaid on any day on which it ought to be paid and shall remain unpaid for seven (7) days thereafter whether lawfully demanded or not, or

(b) The Lessee

(i) not being a company shall become bankrupt or insolvent or compound with or assign his estate or any substantial part thereof for the benefit of his creditors or any number of his creditors or

(ii) being a company, shall be the placed in receivership or be subject of a resolution or order for liquidation (except for the purpose of a reconstruction of the Lessee approved by the Lessor); or

(c) The Lessee, being in breach of its obligations under this Lease, fails to remedy that breach within any period specified by the Lessor in a written notice requiring the remedy of that breach.

THEN, it shall be lawful for the Lessor immediately or at any time thereafter, without notice or further notice, as the case may be, either:

(i) (In a case involving non-payment of rent) to levy the same by distress; or

(ii) (In all cases) to re-enter upon any part of the Premises and thereby to determine the estate of the Lessee under this Lease. The Lessee shall not however be released from liability for rent accrued to the date of re-entry or for any breach by the Lessee of its obligations under this Lease committed before the date of re-entry.

12.5 For the purposes of clause 12.4 the word "rent" shall extend to and include not only the Annual Rental payable in terms of this Lease but also Goods and Services Tax assessed in respect of such rental, the share of outgoings payable by the Lessee under clause 4 together with Goods and Services Tax on the same and all or any amounts paid by the Lessor upon default by the Lessee of its obligations under this Lease.

13. MISCELLANEOUS

13.1 Holding Over

If the Lessor permits the Lessee to occupy the Premises beyond the Final Expiry Date the Lessee shall do so as a monthly tenant only at a rental payable monthly in advance, determinable at any time by either party by 6 months' notice in writing but otherwise the tenancy shall continue on the same terms and conditions (so far as applicable to a monthly tenancy) contained in the Lease.

13.2 **Costs**

The Lessee shall pay:

(a) The Lessor's legal costs of and incidental to the preparation and execution of this Lease or any variation, renewal or surrender of this Lease, or the obtaining of any consents or approvals associated with this Lease and shall also pay all stamp duty at any time payable;

(b) All costs and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms of this Lease, including costs and expenses incurred by the Lessor in the enforcement or attempted enforcement by the Lessor of its remedies under this Lease.

Where the costs incurred by the Lessor are in respect of fees incurred by the Lessor with its solicitors, those costs shall be paid on a solicitor/client basis. Where the costs incurred by the Lessor represent a charge by the Lessor to the Lessee for its own administration or other expenses, then such charge shall in all the circumstances be reasonable. If any dispute or difference shall arise as to what is a reasonable charge, such dispute or difference shall be determined by the dispute resolution procedure set out in clause 13.9.

13.3 **Interest**

If the Lessee shall fail to pay any instalment of rent or other sum of money payable to the Lessor under this Lease on the day on which it fell due or, if the Lessee shall fail to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease, then any amount not so paid shall bear interest at the Default Interest Rate accruing on a daily basis from the due date for payment or the date of payment by the Lessor (as the case may be) down to the date that such amount is paid to the Lessor by the Lessee. The Lessor shall be entitled to recover such interest in the same manner as it were rent in arrears.

13.4 **Termination/Relocation**

If during the term of this Lease the Lessor requires all or part of the Premises for airport purposes as provided by section 6(3) of the Airport Authorities Act 1966 and it is expressly agreed for the purposes of this provision that airport purposes includes any redevelopment of the Airport then:

(a) The Lessor will give to the Lessee not less than 24 months notice in writing ("the Lessor's Notice") of the date upon which it requires the Lessee to deliver up vacant possession of all or part of the Premises.

(b)

(i) In the event all of the Premises are required or if the Lessee determines that the part of the land that is required makes the continuance of the Lease impractical for the Lessee's use (in which such case the Lessee shall give written notice to the Lessor of such impracticality within six months of receiving the Lessor's Notice), upon expiry of the Lessor's Notice the term of this Lease shall determine and the Lessee will deliver up vacant possession of the Premises without claim for compensation, or

(ii) In the event only part of the Premises are required and the Lessee does not give Notice to the Lessor in terms of clause 13.4(b)(i), then upon expiry of the Lessor's Notice the Lessee will deliver up vacant possession of that part of the Premises without claim for compensation. In all other respects the Lease shall continue in full force and effect provided that the rental shall abate by a fair and reasonable proportion.

(c) Such determination shall not in any way affect the liability of the Lessee to perform all of its obligations under this Lease up to that date.

(d) The Lessor shall exercise its best endeavours to provide replacement premises of a reasonably similar size, fronting on to the Airport apron so as to service the Lessee's air traffic maintenance. The Lessor and the Lessee may enter into a new Lease of the Premises upon such terms and conditions as the parties may then agree.

13.5 **Exclusion of Implied Covenants**

The covenants and powers contained in Section 105 and 106 of the Property Law Act 1952 shall not be implied in this Lease and are expressly negatived.

13.6 **No Caveat**

The Lessee shall not register a caveat against the Certificate of Title on which the Premises are located.

13.7 **Lessor Not Required to Register**

The Lessor shall not be obliged to do any act or thing or grant any consent or co-operate in any way with the Lessee to register this Lease under the Land Transfer Act 1952.

13.8 **Notices**

(i) Any Notice or other document required to be given or served under this lease may be served by registered post or by delivery or by facsimile:

(a) To the Lessor's principle place of business as may be notified to the Lessee from time to time;

(b) To the Lessee's principle place of business in New Zealand or such other address as may be notified to the Lessor from time to time;

(c) To NSF's principle place of business in New Zealand addressed or delivered to NSF's representative in New Zealand or such other person as NSF shall advise the Lessor from time to time or to such other address whether in New Zealand or in the United States as may be notified by NSF to the Lessor from time to time.

(ii) In any event, any Notice or other document shall be sufficiently served if actually received by the recipient.

13.9 **Dispute Resolution**

(i) In the event of any dispute or difference between the parties in relation to or arising out of this Lease then, if the parties so agree, the dispute or difference may be referred to mediation, with such mediation to be conducted on such basis as the parties may agree.

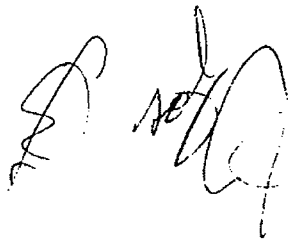
(ii) In the event of the dispute or difference not being resolved by mediation, then it shall be determined by a single arbitrator. That arbitrator shall be agreed between the parties, or failing agreement shall be appointed by the President for the time being of the Canterbury District Law Society (Clause 1 of the Second Schedule to the Arbitration Act 1996 shall not apply). The arbitration shall otherwise be conducted in accordance with the Arbitration Act 1996 or any statute enacted in substitution for the time being in force.

13.10 **NSF**

The Lessor acknowledges that as at the commencement of this Lease, the Lessee is the appointed contractor of NSF. In the event of the Lessee defaulting in respect of any of its obligations under this Lease, then the Lessor shall give written notice of such default to NSF. The Lessor shall not be entitled to terminate this Lease until 90 days after the giving of such notice. The purpose of this clause is to allow NSF the opportunity to rectify the Lessee's default and to either require the Lessee to assign the Lease to NSF or its nominee pursuant to the provisions of clause 7.1 or to negotiate the granting by the Lessor of a new lease to NSF or its nominee.

13.11 **Jurisdiction**

This Lease shall be governed by the law of New Zealand.



THIRD SCHEDULE (GUARANTEE)

In consideration of the Lessor at the request of the Guarantor entering into this Lease with the Lessee the Guarantor (if more than one jointly and severally) covenants and agrees with the Lessor that:

1. The Guarantor will duly and punctually pay all rent interest and other moneys now or at any time in the future payable pursuant to this Lease or any renewal of this Lease as and when the same shall become payable and will observe and perform each and every one of the covenants expressed or implied in this Lease and any renewal.

2. Although as between the Guarantor and the Lessee, the Guarantor may be a surety only, yet as between the Guarantor and the Lessor the Guarantor shall be a principal party and shall not be released by any act or omission on the part of the Lessor which would release one liable only as a surety. Without limiting the generality of the above the Guarantor shall not be released from these covenants by any of the following:-

   (i) By bankruptcy, or, as the case may be, by the receivership or liquidation of the Lessee.

   (ii) By any action taken by any person in realisation of any security held by such person affecting the Lease.

   (iii) By any variation of the Lease including any review of rental made between the Lessor and the Lessee whether or not the Guarantor shall have consented to such variation.

   (iv) By any assignment or subletting of the Premises by the Lessee or by the consent of the Lessor being obtained to such assignment or subletting.

   (v) By any extension of the term of the Lease or by any renewed term being granted to the Lessee by the Lessor, whether or not the Guarantor shall have consented to such renewal or extension.

   (vi) By any waiver or forbearance to sue by the Lessor in respect of the breach of any of the covenants contained or implied in the Lease.

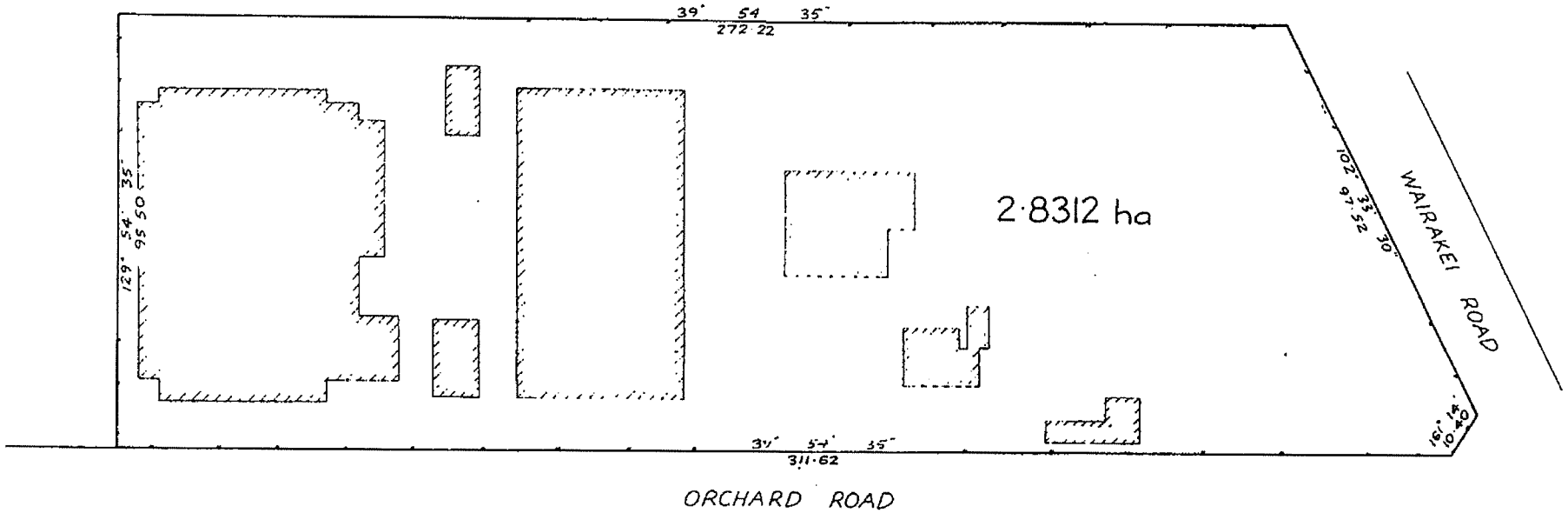
3. (Where the Lessee is a company) the Guarantor will not transfer assign mortgage or in any like manner charge or convey the Guarantor's shares in the Lessee company without first obtaining the Lessor's consent in writing (which shall not be unreasonably withheld).

4. (Where the Lessee is a company) the Guarantor will not on a liquidation of the Lessee, prove in respect of any amount owing to the Guarantor in competition with the Lessor. The Guarantor hereby authorises the Lessor:-

   (i) to prove for all money which the Guarantor has paid hereunder or is otherwise owing to the Guarantor by the Lessee and has not been repaid to the Guarantor by the Lessee; and

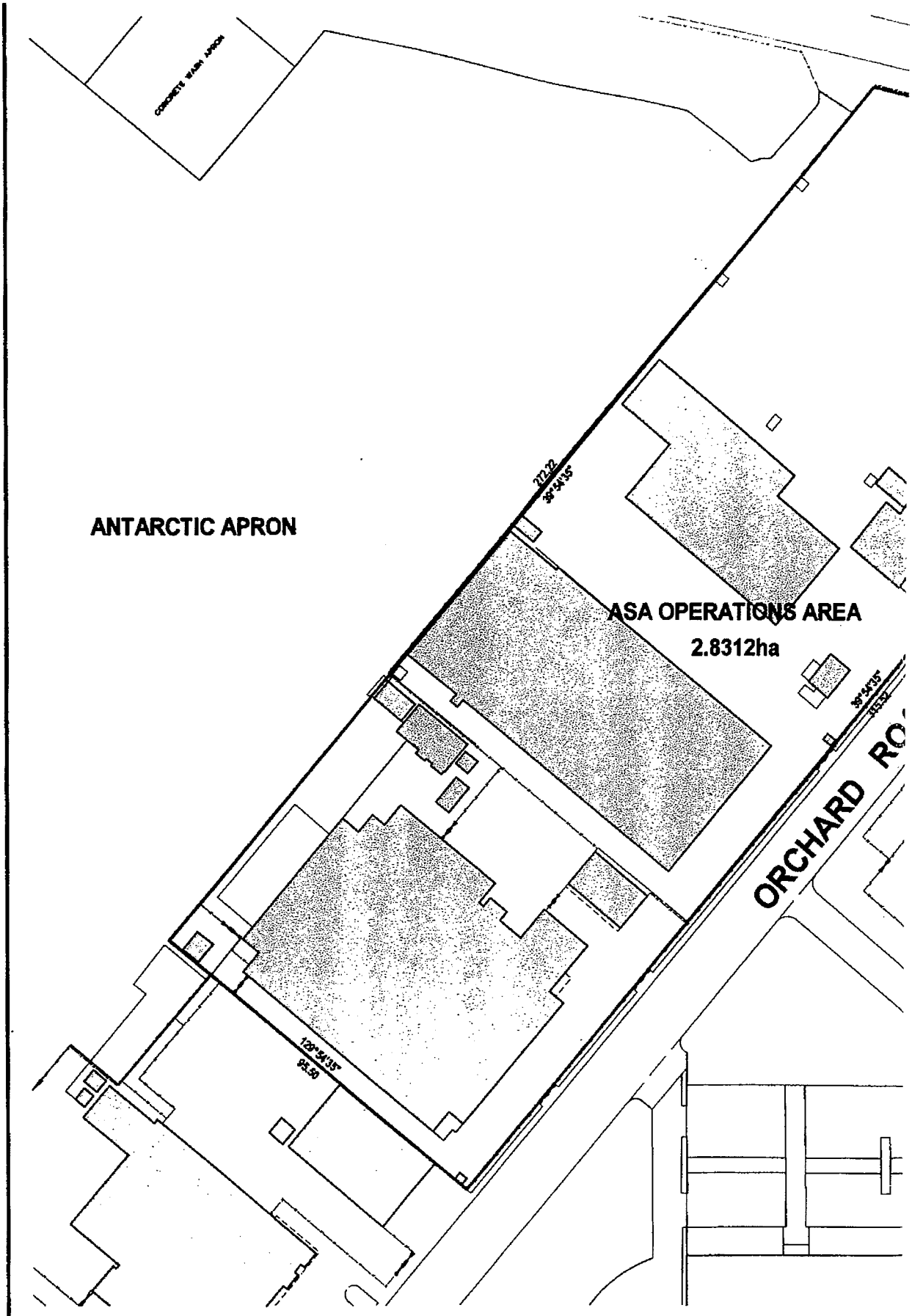
   (ii) to retain and at the discretion of the Lessor to appropriate any amount secured by it until the Lessor has received 100 cents in the dollar in respect of all money owing under this Lease.

IF IN DOUBT ASK - ALL DIMENSIONS TO BE SITE CHECKED BEFORE WORK COMMENCES



Amendments	Initials	Date		Book	Page	Title	Date	Drawn	K W B	26/1/84	Approved		CHRISTCHURCH CITY COUNCIL - CITY WORKS AND PLANNING DEPARTMENT	Scales	Sheet
			Surveyed					Traced					CHRISTCHURCH INTERNATIONAL AIRPORT LEASE AREA		S.1829
			Levelled					Designed			Design Engineer	Date			
			BM					Des Chk					OPERATI L DEED FREEZE		
								Calc Chk							
								Dwg Chk							
								Date							

FOURTH SCHEDULE (PLAN OF PREMISES)



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CITY DESIGN CHRISTCHURCH CITY COUNCIL		
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DRAWN	S.J. PRATT	3/3/99
CAD No.	AL004202.DGN	3/3/99

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A.S.A.