

DEED OF ASSIGNMENT OF LEASE

between

Convelle Enterprises Limited

and

Te Anau Developments Limited

and

Her Majesty the Queen

Released under the Official Information Act 1982

**ANDERSON LLOYD
LAWYERS**

Deed of Assignment of Lease

Date:

12th of March

2014

Parties

1. **Convelle Enterprises Limited** ("Assignor")
2. **Te Anau Developments Limited** ("Assignee")
3. **Her Majesty the Queen** ("Lessor")

Background

- A. The Assignor is the present lessee of the Leased Land by virtue of a Special Lease under section 67(2) of the Land Act 1948 and further described in clause 1.1.
- B. The Assignor has agreed to assign the Lease to the Assignee.

This deed records:

1. Interpretation

1.1 Definitions:

"**Date of Assignment**" means 2 December 2013;

"**Lease**" means the Special Lease under section 67(2) of the Land Act 1948 dated 21 January 2004 in respect of the Leased Land; and

"**Leased Land**" means the parcel of land containing approximately 1441 m², more or less being Lot 2 on the plan attached to the Lease, and being part of Part Section 74, Block XX, Shotover Survey District (Otago Registry).

"**Wharf Agreement**" means the agreement dated 25 November 2013 relating to the Assignor's sale of its interest in the Leased Land to the Assignee.

1.2 **Persons:** references to persons shall be deemed to include references to individuals, companies, partnerships, associations, trusts, government departments and local authorities in each case whether or not having separate legal personality;

1.3 **Covenants:** the covenants and warranties contained in this deed binding on, applicable to or exercisable by any of the parties shall bind and apply to and be exercisable by such parties jointly and severally;

1.4 **Parties:** references to parties are references to parties to this deed and shall be deemed to include the executors, administrators and successors of the parties;

1.5 **Defined expressions:** expressions defined in the main body of this deed have the defined meaning in the whole of this deed including the background;

1.6 **Headings:** clause and other headings are for ease of reference only and do not form any part of the context or affect the interpretation of this deed; and

1.7 **Plural and Singular:** words importing the singular number shall include the plural and vice versa.

[Handwritten signatures and initials]

2. Assignment

In consideration of the Assignor and Assignee's entry into the Wharf Agreement and in further consideration of the covenants on the part of the Assignee contained in this deed the Assignor assigns the Assignor's estate and interest in the Lease to the Assignee with effect from the Date of Assignment for the residue of the term created by the Lease.

3. Assignee's Covenants with Assignor

3.1 The Assignee covenants with the Assignor that as from the Date of Assignment the Assignee will at all times:

- a. pay the rent and the other money payable under the Lease at the times and in the manner provided in the Lease;
- b. observe and perform all the covenants contained or implied in the Lease to be observed or performed by the lessee; and
- c. indemnify the Assignor from and against all claims, demands, costs, actions and proceedings arising through default being made in the payment of the future rent or in the future observance and performance of such covenants as from the Date of Assignment.

4. Assignor's Warranties

4.1 The Assignor warrants that:

- a. all rent and other money due and payable under the Lease has been paid;
- b. all covenants contained or implied in the Lease to be observed or performed by the Assignor have been and will be observed or performed up to and including the Date of Assignment; and
- c. the Lease is a valid and continuing lease.

5. Assignee's Covenant with Lessor

5.1 The Assignee covenants with the Lessor that the Assignee will at all times from and after the Date of Assignment;

- a. pay the rent and other money payable under the Lease at the times and in the manner provided by the Lease; and
- b. observe and perform all the covenants contained or implied in the Lease.

6. Lessor's Acknowledgement and Consent

6.1 The Lessor consents to this assignment of the Lease but without prejudice to the Lessor's rights and remedies under the Lease.

7. Costs

7.1 The Assignor will meet the costs of obtaining the Lessor's consent to this assignment.

8. Counterparts

8.1 This deed may be executed in any number of counterparts, all of which taken together will constitute one and the same document. Each party may sign a copy of this deed or any counterpart and send the executed copy by facsimile or email to the other parties, and all

the parties agree to be bound by their signatures appearing on a facsimile or emailed copy of this deed.

Signed on behalf of **Convelle Enterprises Limited** by Clive Raymond Geddes, its duly authorised attorney, as Assignor in the presence of:

[s 9(2)(a)]

[s 9(2)(a)]

Signature of witness

[s 9(2)(a)]

Name of witness

**SOLICITOR
QUEENSTOWN**

Occupation

Address

Signed by **Te Anau Developments Limited** as Assignee:

[s 9(2)(a)]

[s 9(2)(a)]

[s 9(2)(a)]

Director's signature

[s 9(2)(a)]

Director's full name

Director's full name

Signed for and on behalf of **Her Majesty the Queen acting by and through the Commissioner of Crown Lands** as Lessor in the presence of:

[s 9(2)(a)]

[s 9(2)(a)]

Signature of witness

Jan Webster
Portfolio Manager
Crown Property Management
C/- Land Information New Zealand
National Office

Name of witness

Diane Cardwell
Portfolio Manager
TECHNICAL LEADER
Crown Property Management
Land Information New Zealand
National Office

Occupation

Address

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

1, [s 9(2)(a)] of Queenstown, Manager HEREBY CERTIFY:

1. THAT by Deed dated the 22nd day of November 2013 **CONVELLE ENTERPRISES LIMITED** appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.
2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or otherwise of the said **CONVELLE ENTERPRISES LIMITED** or otherwise.

SIGNED at Queenstown this *12th* day of *February* 2014

[s 9(2)(a)]
.....
Attorney