



**BANK GUARANTEE GTE REF: FNGAKL2013019**

**TO:** Bush Road Property Investments Limited and its successors and assigns (the "Lessor")

**FOR:** Thermo Fisher Scientific New Zealand Limited (the "Lessee")

1. The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch (the "Bank") asks the Lessor to accept this undertaking in connection with the agreement to lease or deed of lease between the Lessor and the Lessee in respect of the premises at 244 Bush Road, Albany (the "Lease").
2. In consideration of the Lessor accepting this undertaking, the Bank undertakes unconditionally and irrevocably to pay the Lessor on written demand from time to time any sum or sums to a maximum aggregate amount not exceeding **NZD331,531.88** (New Zealand dollars three hundred and thirty one thousand five hundred and thirty one and cents eighty eight) (the "Aggregate Amount"). Such demand must be in writing signed by a duly authorised officer of the Lessor and made by the Lessor prior to 31<sup>st</sup> May 2015 (the "Expiry Date") and delivered or sent to:  
*2020*  
The Hongkong and Shanghai Banking Corporation Limited  
Level 9, 1 Queen Street  
AUCKLAND 1010  
Attention: Credit & Supplied Services
3. Provided demand is made prior to the Expiry Date, the Bank will pay the Aggregate Amount or any parts of it to the Lessor on demand without reference to the Lessee and even if the Lessee has given the Bank notice not to pay the money, provided the Lessor confirms in writing to the Bank at the time of making such demand that the Lessee is in default under the Lease and the amount demanded is to remedy such default.
4. Any alterations to the lease or any extensions of time or any other forbearance by the Lessor or Lessee will not impair or discharge the Bank's liability under this undertaking.
5. This undertaking remains in force until the earliest of the following events occurs:
  - (a) the Lessor notifies the Bank in writing that the undertaking is no longer required (which the Lessor undertakes to do upon the expiration of the Lease without default); or
  - (b) the Bank has paid the Aggregate Amount or the balance outstanding to the Lessor; or
  - (c) the Expiry Date.
6. Notwithstanding anything stated in this undertaking, the Bank has the right to terminate it at any time by paying the Lessor the Aggregate Amount or the balance outstanding, or any lesser amount that the Lessor may require.
7. The Lessor may not assign or transfer all or any part of their rights under this Guarantee without the prior written consent the Bank.
8. This guarantee shall be governed by, and construed in accordance with, the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

**DATED** at Auckland this 27<sup>th</sup> day of February 2013

**SIGNED** for and on behalf of  
**The Hongkong and Shanghai Banking Corporation Limited By:**

*[Signature]*  
..... **Gary John Half**  
(Authorised Signatory) 025648

*[Signature]*  
..... **RORY BANNERMAN**  
(Authorised Signatory) 044648



Bush Road Property Investments Limited  
c/ Accountants on Broadway Limited  
250 Broadway, Stratford, Taranaki Region 4332

Dear Sir/Madam,

**BANK GUARANTEE**

REF: FNGAKL2013019  
Dated: 27 February 2013  
Amount: NZD331,531.88 (New Zealand Dollars Three hundred thirty-one thousand five hundred thirty-one and cents Eighty-eight)  
Customer: Thermo Fisher Scientific New Zealand Limited

**Amendment No. 01**

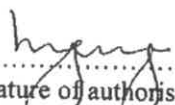
We advise that the bank guarantee referenced above ("Bank Guarantee") is amended as follows:

The expiry date has now been extended to 31 May 2020

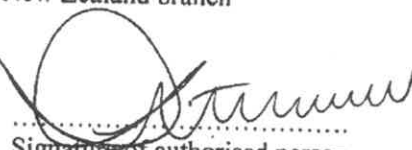
All other terms and conditions of the Bank Guarantee remain unchanged.

Please confirm your agreement to the terms of this amendment letter by signing and dating the enclosed copy of this letter and return the same to this office in the reply paid envelope provided.

Signed for and on behalf of  
**THE HONGKONG AND SHANGHAI  
BANKING CORPORATION LIMITED**  
incorporated in the Hong Kong SAR, acting through its New Zealand branch  
by:

  
Signature of authorised person

**Maple Granger**  
**017793**  
(Name)

  
Signature of authorised person

**LEANNE BUTTIMORE**  
**4884**  
(Name)

(Attaching to and forming part of HSBC Bank Guarantee Reference: FNGAKL2013019  
Dated 27 February 2013)

Global Trade and Receivables Finance  
Level 9, HSBC House, One Queen Street, Auckland 1010  
PO Box 5947, Wellesley Street, Auckland 1141, New Zealand  
Tel: (09) 368-8688 Fax: (09) 368-8798 Swift: HSBCNZ2A Web: www.hsbc.co.nz

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The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch.

HBHS128 03/12