



View Instrument Details

Instrument No. 9537269.4
Status Registered
Date & Time Lodged 11 Oct 2013 16:51
Lodged By Bradford, Joanna Louise
Instrument Type Lease



Affected Computer Registers	Land District
633355	North Auckland
NA27D/1012	North Auckland

Annexure Schedule: Contains 58 Pages.

Lessor Certifications

I certify that I have the authority to act for the Lessor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Michele Robyn Bonne as Lessor Representative on 11/10/2013 11:00 AM

Lessee Certifications

I certify that I have the authority to act for the Lessee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Stephen Michael Rendall as Lessee Representative on 11/10/2013 11:38 AM

*** End of Report ***

Form F

Lease Instrument

(Section 115 Land Transfer Act 1952)

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

NA27D/1012

All

Lessor

100 Harris Nominees Limited

Lessee

VIP Plastic Packaging (NZ) Limited

Estate or interest

Insert "fee simple", "leasehold in lease number" etc

Fee simple

Lease Memorandum Number (if applicable)

N/A

Term

12 years

Rental

\$1,527,997.00

Lease and Terms of Lease

If required, set out the terms of lease in Annexure Schedules

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the above Lease Memorandum or in the Annexure schedule(s) (if any)

SCHEDULE

ITEM	CLAUSE REFERENCE	PROVISION	PARTICULARS
1.	2.1	Premises:	All of the Land and improvements and more particularly known as 100 Harris Road, East Tamaki containing a net lettable area of 16,533 square metres square metres.
2.	2.1	Land:	The whole of the land comprised in Lot 1 on Deposited Plan 71678, being all that land contained in certificate of title NA27D/1012.
3.	2.1	Term:	12 years
4.	2.1	Original Commencement Date:	11 October 2013
5.	2.1	Commencement Date:	11 October 2013
6.	2.1	Rent Commencement Date:	The Commencement Date
7.	2.1	Further Terms:	(a) One further term of five years
8.	2.1 and 13.1	Rent and Rent Review:	(a) For the first year of the Term, NZ\$1,527,997.00 per annum (b) On each anniversary of the Commencement Date during the Term, the Rent will be increased by 3.5% in accordance with clause 13.1.
9.	3.1	Method of Payment of Rent:	By equal monthly instalments in advance on the first day of each month during the Term (except that if the Rent Commencement Date is not the first day of a month the first payment, which must be made on or before the Rent Commencement Date, and the final payment will be payments proportionate to the months to which they relate)
10.	3.2	Rates and Taxes:	All rates imposed by any local or territorial authority (including any general and water rates) and any charges for garbage and waste removal

			payable to any Authority which are separately payable and assessed in respect of the Premises
10A.	3.3A	Operating Expenses	<p>Operating Expenses</p> <ol style="list-style-type: none"> 1. Rubbish collection and recycling charges. 2. New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment. 3. Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums for insurance maintained under clause 8.6(a)(i) and related valuation fees. 4. Service contract charges for air-conditioning (to the extent not provided for in clause 3.4), lifts, Essential Services, other building services and security services. 5. Cleaning maintenance and repair costs, charges and expenses, including charges for repainting, decorative paints and the maintenance and repair of building services, Essential Services to the extent that such charges do not comprise part of the cost of a service maintenance contract. 6. The provision of toilets and other shared facilities. 7. The cost of maintenance of lawns, gardens and planted areas, including plant hire and replacement, and the cost of repair of fences. 8. Yard and car parking area maintenance and repairs charges, including charges for repairing or resealing. 9. Management expenses, provided such management expenses shall not in any Year exceed an amount equal to two per cent (2%) of the Rent payable during that Year.

			<p>10. The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004.</p> <p>11. Costs of all internal and external cleaning of the building, including all window surfaces.</p> <p>12. All costs associated with maintenance, repair or replacement of the Landlord's plant, fixtures and fittings situated in the premises, building services, Essential Services, including, but not limited to, the lifts, air-conditioning and air-ventilation systems and any relocation of any plant or machinery or services situated in, on or about the building that the Landlord could or may be otherwise required to undertake.</p> <p>13. All costs, expenses and charges related to maintenance, replacement and repairs of the exterior of the buildings on the property (including the roof).</p>
11.	3.8	Interest Rate:	The rate of interest from time to time that the Tenant's principal bank in New Zealand charges on overdrafts of \$100,000.00 or less on the date of demand
12.	4.1	Permitted Use:	Manufacturing, warehousing, storage and distribution, trade, customer sales and wholesaling and bulk sale of any goods, materials, products and merchandise and items of any description or any other purpose(s) or use(s) permitted by law.
13.	6.1(a)	Amount of Public Risk Insurance:	\$20,000,000.00
14.	2.1	Relevant City:	Auckland
15.	16.2	Address for Service of Notices:	<p>The address for service of the Landlord is:</p> <p>Attention: C/o Oyster Management Limited</p> <p>Address: Level 18, 48 Emily Place, Auckland</p>

			<p>Central, Auckland, 1010 , New Zealand</p> <p>Fax: 09 623 5014</p> <p>The address for service of the Tenant is:</p> <p>Attention: Company Secretary</p> <p>Address: Level 16, 644 Chapel Street, South Yarra, 3141, Victoria, Australia</p> <p>Fax: +61398158388</p>
16.	16.10	Special Conditions	

THIS LEASE is made on

BETWEEN:

1. 100 Harris Nominees Limited (the "Landlord");
2. VIP Plastic Packaging (NZ) Limited (the "Tenant"); and
3. Pact Group Pty Limited (the "Guarantor").

1. DEMISE AND TERM

The Landlord leases the Premises to the Tenant to be held by the Tenant as tenant for the Term commencing on the Commencement Date at the Rent and subject to the covenants, conditions, terms and restrictions contained in this Lease.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Lease unless the context otherwise requires:

"**appurtenances**" means and includes all toilets, grease traps, water apparatus, wash basins, gas fittings, electrical fittings and other apparatus contained in or about the Premises;

"**Authority**" means any government, semi-government, territorial or local authority, statutory or other authority or body having jurisdiction or authority over or in respect of the Premises or their use or anything done at the Premises by the Tenant;

"**Business Day**" means a day that is not a Saturday, Sunday or public holiday in Auckland, New Zealand;

"**Chattels**" means the chattels (if any) owned by the Landlord and used in the Premises;

"**Commencement Date**" means the date specified in Item 5;

"**Contamination**" means the presence in, on or under the Premises or Land (as the case may be) of a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land or property in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment and "**Contaminated**" has a corresponding meaning;

"**company**" has the meaning given to it by the Companies Act;

"**Companies Act**" means the Companies Act 1993 as amended from time to time;

"**corporation**" has the meaning given to it by the Corporations Act;

"**Corporations Act**" means the (Australian) Corporations Act 2001 (Cth) as amended from time to time;

"Essential Services" means all essential services relating to the Premises including:

- (a) fire prevention, fire fighting and fire monitoring equipment and alarm systems;
- (b) mechanical and electrical services; and
- (c) evacuation and other emergency systems and equipment.

"Fit Out Works" means the works in relation to, but not limited to, racking, signs, partitioning and any other installation and any works conducted by or for the Tenant in or on the Premises, but excluding:

- (a) works to the Structure of the Premises; and
- (b) major alterations to the Services;

"Further Terms" means the further terms (if any) of this Lease specified in Item 7;

"Land" means the land described in Item 2;

"Landlord" includes where the context so permits the person from time to time entitled to the immediate reversion of the Term and the employees and agents of the Landlord and other persons authorised by the Landlord;

"Laws" means all acts or statutes for the time being enacted and all rules, regulations, by-laws, notices, requisitions or orders made to or under any act or statute from time to time by any Authority;

"Lease" means this Lease together with any schedules, annexures and plans;

"Lettable Area of the Premises" means the total lettable area of the Premises calculated in accordance with the BOMA Method of Measurement for net lettable area;

"month" means calendar month;

"Original Commencement Date" means the date specified in Item 4;

"Premises" means the premises described in Item 1 and any improvements and additions to the Premises and includes where the context permits the appurtenances, the fixtures, fittings, furnishings, plant, machinery and equipment (if any) from time to time installed in the Premises and owned by the Landlord and the Chattels (if any) but excluding Tenant's fixtures and fittings;

"Relevant City" means the city specified in Item 14;

"Relevant State" means New Zealand;

"Rent" means the annual rent specified in or as determined in accordance with Item 8;

"Rent Commencement Date" means the date specified in Item 6;

"Services" means the services supplied to the Premises including electricity, gas, water, sewerage, telephone, plumbing and drainage and all associated infrastructure, plant and equipment used to provide such services;

"signs" includes signs, advertisements, names and notices;

"Structure" in relation to the Premises includes all walls (whether load-bearing or not), floors, windows, gutters, downpipes, facades, foundations, translucent roof sheets, high bay light fittings, roller shutters, mechanical ventilation system, ceilings and roofs and **"structural"** has a corresponding meaning;

"Tenant" means the tenant named in this Lease and where the context so permits its successors and assigns;

"Tenant's Agents" means the Tenant's employees, agents, invitees and licensees;

"Tenant's fixtures and fittings" means the fixtures and fittings owned by the Tenant and identified in appendix one (which may include elements of Fit Out Works) as at the Commencement Date, and any other fixtures and fittings brought onto and installed in the Premises by the Tenant;

"Term" means the term specified in Item 3 and includes any extension or renewal of the term and any overholding;

"Valuer" means a qualified valuer who is appropriately registered or licensed (as applicable, if required by law) having not less than 5 years experience in the valuation of and determination of rentals for industrial premises in New Zealand and being a registered member of the New Zealand Institute of Valuers or its successor; and

"Year" means any 12 month period commencing on the Commencement Date or any anniversary of the Commencement Date.

2.2 Interpretation

In this Lease unless the context otherwise requires:

- (a) clause headings are for convenience only and will be disregarded in determining the rights and obligations of the parties;
- (b) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (c) a reference to an Item is the Item in the Schedule to this Lease;
- (d) the singular includes the plural and vice versa and a reference to any gender, includes all genders;
- (e) a reference to an individual or person includes a corporation, partnership, joint venture, association, Authority or trust;
- (f) a reference to a recital, clause or annexure is to a recital, clause or annexure of or to this Lease;
- (g) any reference to "\$" is to the lawful currency for the time being of New Zealand;
- (h) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;

- (i) a reference to any party to this Lease or any other document or arrangement includes that party's successors and permitted assigns;
- (j) where two or more persons are named as a party to this Lease, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;
- (k) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (l) a reference to "include" or "including" means includes, without limitation, or including, without limitation, respectively;
- (m) anything includes each part of it;
- (n) a reference to a professional body, association or institute includes any succeeding body, association or institute serving the same or similar objects;
- (o) if the day on or by which a person must do something under this Lease is not a Business Day, the person must do it on or by the next Business Day;
- (p) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease;
- (q) the obligations of a party whether positive or negative are to be construed as if each obligation is a separate and independent covenant in favour of the other party; and
- (r) the covenants and powers implied by law (statutory or otherwise) are modified (where so permitted) as provided in this Lease.

3. PAYMENTS BY TENANT OF RENT, RATES, OUTGOINGS AND OTHER MONEY

3.1 Rent

The Tenant during the Term will on and from the Rent Commencement Date pay the Rent to the Landlord by way of automatic payment to the Landlord's nominated bank account (or by such means as the Tenant may otherwise from time to time reasonably direct in writing) without demand from the Landlord on the days and in the manner specified in Item 9.

3.2 Rates and Taxes

The Tenant will on and from the Rent Commencement Date pay when due or reimburse the Landlord for all outgoing specified in Item 10 made known to it and on demand produce receipts for any payments.

3.3 Other Charges

The Tenant will pay when due all charges for the supply of electricity, gas, water, sewerage and telephone services metered and consumed in or on the Premises made known to it. The parties agree that the accounts for electricity metered to the Premises are to be in the name of the Tenant.

3.3A Operating Expenses

- (a) The Tenant shall pay the Operating Expenses properly incurred in respect of the Property which are specified in Item 10A of the Schedule.
- (b) The Operating Expenses shall be apportioned between the Landlord and Tenant in respect of periods current of the commencement and termination of the term.
- (c) The Operating Expenses shall be payable by the Tenant by monthly instalments on each rent payment date of a reasonable amount as the Landlord shall determine calculated on an annual basis. Where any Operating Expense has not been taken into account in determining the monthly instalments it shall be payable on demand.
- (d) After the 31st of March in each year of the Term, the Landlord will supply to the Tenant reasonable details of the actual outgoings for the year or period ended. Any overpayment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.

3.4 Heating and Air-Conditioning

Subject to clause 5.3, the Tenant will punctually pay the expenses of operating any heating or air-conditioning equipment exclusively serving the Premises.

3.5 Tenant's Insurance Premiums

The Tenant will pay when due all premiums for insurances to be effected by the Tenant as provided in clause 6.

3.6 Registration

The Tenant will pay on demand any registration fees in connection with the registration of this Lease (if applicable).

3.7 Costs and Expenses

The Tenant will pay on demand all the Landlord's reasonable legal costs, charges and expenses of and incidental to:

- (a) any proven breach or default by the Tenant under this Lease; and
- (b) the lawful exercise of any remedy of the Landlord under this Lease,

and the reasonable fees of all consultants reasonably incurred by the Landlord as a result of or in connection with any proven breach or default by the Tenant under this Lease.

3.8 Interest on Default

A party ("Defaulting Party") will pay to the other party ("Other Party") on demand interest at the rate specified in Item 11 on any Rent or other money payable to the Other Party by the Defaulting Party which remain unpaid for 30 days after the due date for payment, interest to be calculated from the relevant due date and to accrue on a daily basis until paid.

3.9 Reimbursement of the Landlord's Insurance Premiums

On receipt of all relevant invoices and receipts for payment, the Tenant must reimburse the Landlord all reasonable premiums for insurance effected by the Landlord in accordance with clause 8.6(a)(i).

4. USE AND OCCUPANCY OF PREMISES

4.1 Use

- (a) The Tenant will not use or allow the use of the Premises by the Tenant's Agents for any purpose other than the purpose or use specified in Item 12 and in particular will not use or allow the use of the Premises for residential purposes whether temporary or permanent.
- (b) If during the Term or any Further Term the Tenant is unable to use the Premises for its usual manufacturing and/or warehousing operations as a result of any Law or legislative requirement except:
 - (i) where arising from the Tenant's default or misconduct; or
 - (ii) any temporary restriction on such use,
 the Tenant may, without penalty, terminate this Lease by not less than 3 months' written notice on the Landlord, but without prejudice to any antecedent rights of either party prior to the date of termination.

4.2 No Noxious or Illegal Activity

The Tenant will not carry on or allow to be carried on at the Premises by the Tenant's Agents any noxious or offensive act, trade or business nor use or allow the use of the Premises by the Tenant's Agents for any illegal purpose. The carrying on by the Tenant of the purpose or use specified in Item 12 (or any other use to which the Landlord has consented) shall be deemed not to be a breach of this clause.

4.3 Contamination

The Tenant must not intentionally cause any Contamination to the Premises.

4.4 Signs

- (a) The Tenant may erect its usual corporate signs on or within the Premises at any time without having to obtain the consent of the Landlord subject to the Tenant obtaining and complying with all relevant approvals PROVIDED THAT any external sign does not materially and detrimentally affect the structural integrity of the facade of the Premises.
- (b) If requested to do so by the Tenant, the Landlord must assist the Tenant by signing all documents, applications and consents necessary to obtain the approval of any relevant Authorities to any sign on or within the Premises.
- (c) The Tenant will on vacating the Premises, at the written request of the Landlord at or before the Tenant's vacation, remove any signs erected, painted, displayed, affixed or exhibited on to or in the Premises by or on behalf of the Tenant and

make good any damage or disfigurement caused by their erection, painting, display, affixation, exhibition or removal.

4.5 Alterations and Additions at Tenant's Cost

The Tenant:

- (a) will not without the Landlord's prior written approval (which will not be unreasonably withheld) make any improvements, alterations, additions and/or extensions to the Premises (excluding Fit Out Works) and will in the course of any improvements, alterations, additions and/or extensions made with the Landlord's approval observe and comply with all reasonable requirements of the Landlord and all requirements of Authorities and will undertake such improvements, alterations, additions and/or extensions at the Tenant's cost; and
- (b) may, at any time, and without having to obtain the Landlord's consent, carry out Fit Out Works provided that it will observe and comply with all requirements of Authorities.

4.6 Installation of Fixtures

Without limiting clause 4.5, the Tenant will not without the Landlord's prior written approval (which will not be unreasonably withheld) install any gas, water or electrical fixtures, equipment or appliances or any apparatus for illuminating, air-conditioning, heating, cooling or ventilating the Premises which results in works to the Structure of the Premises.

4.7 Use of Facilities

The Tenant will not use or allow the use of the drainage and plumbing facilities in the Premises by the Tenant's Agents for any purposes other than those for which they were constructed or provided and will not deposit or allow to be deposited in those facilities any rubbish or other material and the Tenant will promptly make good any damage caused by misuse.

4.8 No Interference with Services

Subject to clause 4.5(b), the Tenant will not interfere in any way with any Services in the Premises.

4.9 Compliance with Law

- (a) Subject to clauses 4.9(c) and 5.3, the Tenant will unless exempted or allowed not to do so by any Authority comply with all Laws relating to the use by the Tenant of the Premises and which may be given by any Authority.
- (b) If any infectious disease occurs on the Premises the Tenant will promptly notify the proper Authorities and the Landlord in writing of the disease and at its own expense thoroughly fumigate and disinfect the Premises.
- (c) The Tenant will not be liable to discharge the Landlord's obligations as owner under any Laws relating to Essential Services unless any particular obligation is the

responsibility of the Tenant as occupier of the Premises, but subject always to the Landlord's obligations under clauses 8.2, 8.3, and 8.4.

5. REPAIR, MAINTENANCE, CLEANING AND INSPECTION OF PREMISES

5.1 Repair

- (a) Within 30 days of the Commencement Date the parties and/or their representatives must jointly inspect the Premises and within 21 days of that inspection, agree to the provisions of, complete and sign a report prepared by the Landlord detailing the layout, facilities and condition of the Premises which will be prima facie evidence of such layout, facilities and condition at the time of the inspection.
- (b) Subject to clause 5.3, the Tenant will at all times during the Term, and when and as often as need be, well and sufficiently and substantially repair, replace, maintain and keep the whole of the Premises and the Essential Services in good and substantial repair, but excluding damage by fire, flood, lightning, storm, tempest, explosion, earthquake, volcanic activity, impact by vehicles or aircraft, riot, civil commotion, war damage, inevitable accident or act of God and fair wear and tear, and the occurrence of any other peril against the risk of which the Landlord is insured or has covenanted with the Tenant to be insured.
- (c) Notwithstanding clause 5.1(b), the Landlord agrees that the Tenant may undertake the works ("**Roofing Works**") contemplated by the Total Roofing quotation dated 22 June 2012 (attached at Appendix 2) in the period between the Commencement Date and the date ("**Works Completion Date**") being eighteen (18) months following the Commencement Date, provided that the Roofing Works must be completed by the Tenant by the Works Completion Date.

5.2 Cleaning of Premises

Having regard to the Permitted Use and in particular to the conduct of manufacturing activities in the Premises by the Tenant, the Tenant will keep the Premises clean and free from dirt and rubbish.

5.3 Exclusions

Nothing in this Lease will be taken to require or impose on the Tenant any obligation:

- (a) for any repair, maintenance, replacement or work in respect of any asbestos or other harmful or unsafe material in within or on the Premises except to the extent it is rendered necessary by any default or misconduct of the Tenant or as a result of the number or sex of the Tenant's employees;
- (b) for any repair, maintenance, replacement or work, or the cost of such work, where such work is required because any fire, flood, explosion, lightning, storm, earthquake, volcanic activity or the occurrence of any other peril against the risk of which the Landlord is insured or has covenanted to be insured, even if the destruction or damage to which the work relates is caused or contributed to by the Tenant or the Tenant's agents, except to the extent that:
 - (i) the destruction or damage was intentionally done or caused by the Tenant or the Tenant's Agent; or

- (ii) the destruction or damage was the result of an act or omission by the Tenant or the Tenant's Agent that:
 - A. occurred on or about the leased premises or on or about the whole or any part of the land on which the premises are situated; and
 - B. constitutes an indictable offence within the meaning of the Summary Proceedings Act 1957; or
- (iii) any insurance moneys that would otherwise have been payable to the Landlord for the destruction or damage are irrecoverable because of an act or omission of the Tenant or the Tenant's Agent;
- (c) in respect of, or resulting from, fair wear and tear; or
- (d) which the Landlord is obliged to perform under this Lease.

5.4 Maintenance of Garden Areas

The Tenant will maintain and keep trim and in good order and condition all garden areas of the Premises including lawns, shrubberies and other landscaped areas.

5.5 Breakages

The Tenant will from time to time promptly repair and make good any damage to the Premises caused by the Tenant's negligence, misuse or abuse by the Tenant and will replace all broken glass in or about the Premises with glass of a similar quality and colour and all electric light globes and fluorescent tubes in the Premises which become damaged or broken.

5.6 Inspection by Landlord

Subject to clause 16.6, the Tenant will permit the Landlord at all reasonable times on giving to the Tenant reasonable notice (except in the case of emergency when no notice will be required) to enter on the Premises at its risk in all respects and view their state of repair and the Landlord may serve on the Tenant a written notice of any defect the repair of which is the Tenant's obligation and requiring the Tenant within a reasonable time to repair that defect.

5.7 Landlord's Repairs

Subject to clause 16.6, the Tenant will permit the Landlord to carry out necessary repairs or maintenance to the Premises and for this purpose to enter the Premises with workmen and others and all necessary materials.

5.8 Notices of Accidents and Breakages

The Tenant will give to the Landlord prompt written notice of any material or substantial accident to or breakage defect or lack of repair in any service to or fittings in the Premises of which it is aware and of any other circumstances of which it is aware that is likely to endanger or cause any risk or hazard to the Premises or any person in them.

5.9 Condition on Termination

The Tenant will at the expiration or sooner determination of the Term peaceably surrender and yield up to the Landlord the Premises and the Landlord's fixtures, fittings and Chattels in accordance with the Tenant's obligations under this Lease and clean and free from dirt and rubbish and will also return all keys to the Premises.

5.10 Removal of Tenant's Property

The Tenant will at or immediately prior to the expiration or promptly after the sooner determination of the Term remove all the Tenant's fixtures and fittings, goods and property from the Premises, and the Tenant will in their removal either do no damage to the Premises or make good all damage caused by the removal. Any of the Tenant's fixtures and fittings, goods or property not so removed within a reasonable time will be deemed to have been abandoned by the Tenant and will become the property of the Landlord.

6. INSURANCE

6.1 Insurances to be Effected by Tenant

- (a) The Tenant will effect and maintain public risk insurance (noting the Landlord's interest) with a reputable insurance office in respect of liability for loss, injury or damage to any person or property (including to the person or property of the Landlord) caused by or arising out of any negligent act of or omission by the Tenant or its officers or employees in or about the Premises or the business carried on in or from the Premises in the sum specified in Item 13 in respect of any single accident or event.
- (b) The Tenant will at all times comply with accident compensation Laws in respect of persons employed at the Premises.

6.2 Delivery of Policies and Renewal of Insurances

The Tenant will:

- (a) punctually pay all premiums payable for the renewal of the insurances referred to in clause 6.1 when due and payable; and
- (b) produce and deliver to the Landlord once each year on demand certificates of currency for those insurances.

6.3 Tenant's Master Policy

Despite clauses 6.1 and 6.2, if the Tenant is VIP Plastic Packaging (NZ) Limited or any "related company" of or to it (within the meaning of that term in the Companies Act) or any "related body corporate" or any "related entity" of or to it (within the meaning of those terms in the Corporations Act), or any corporation in the PACT Group group of corporations (or such other group of corporations of which VIP Plastic Packaging (NZ) Limited may from time to time form part), the production to the Landlord of a certificate of currency of either the group or master insurance policy effected by the Tenant noting the interest of the Landlord will be deemed to be compliance by the Tenant with all its obligations in clauses 6.1 and 6.2.

7. ASSIGNMENT

7.1 Restriction on Dealings with Lease

- (a) Subject to clause 7.1(b), the Tenant will not during the Term without the Landlord's prior written consent (which will not be unreasonably withheld) assign, transfer, demise or otherwise part with possession of the Tenant's estate or interest in the Premises PROVIDED THAT the provisions of this clause 7.1(a) will not apply if the requirements of clause 7.2 are satisfied.
- (b) The Tenant may assign, transfer, demise or otherwise part with possession of the Tenant's estate or interest in the Premises to a "related company" of or to it (within the meaning of that term in the Companies Act) or "related body corporate" or a "related entity" of or to the Tenant within the meaning of those terms in the Corporations Act without having to obtain the Landlord's consent in which case clauses 7.1(a), 7.2 and 7.3 will not apply.

7.2 Conditions of Assignment

Subject to clause 7.6, if the Tenant desires to assign, transfer or otherwise part with possession of its estate or interest in this Lease the Landlord will not withhold its consent if the Tenant has:

- (a) requested the Landlord in writing to consent to the assignment;
- (b) proved to the reasonable satisfaction of the Landlord that the proposed assignee is a respectable, responsible, solvent person or corporation of good financial standing;
- (c) given to the Landlord the name and address of the proposed assignee together with at least two references as to the proposed assignee's financial circumstances and at least two references as to the proposed assignee's business experience;
- (d) executed and at its expense procured the execution by the assignee of an assignment of this Lease to which the Landlord is a party in a form reasonably acceptable to the Landlord and in which the proposed assignee enters into covenants with and grants powers to the Landlord in terms of the covenants, conditions, agreements and powers expressed in this Lease or such of them as may be reasonably required by the Landlord; and
- (e) paid all Rent and other money due and payable as provided in this Lease and there is not any existing unremedied breach of the Tenant's covenants, conditions and agreements contained in this Lease (which has not been waived by the Landlord).

7.3 Costs of Assignment

The Tenant will pay to the Landlord all reasonable costs, charges and expenses incurred by the Landlord of and incidental to any enquiries which may be made by or on behalf of the Landlord as to the responsibility, respectability, solvency and suitability of the proposed assignee and of and incidental to the giving of its consent and the obtaining of any other necessary consents to the assignment.

7.4 Effect of Assignment

- (a) The parties acknowledge and agree that the Tenant may assign any and all covenants under this Lease, whether or not such covenants touch and concern the Land.
- (b) The covenants and agreements by any permitted assignee will be deemed to be supplementary to this Lease and will not in any way relieve or be deemed to relieve the Tenant from its liability under this Lease but, for the avoidance of doubt, the Tenant will have no liability or obligations under any further lease if any permitted assignee renews or extends this Lease or during any overholding by any permitted assignee.
- (c) The acceptance by the Landlord of any Rent or other payment from any person other than the Tenant will not in itself constitute acknowledgement by the Landlord that it recognises that person as the authorised assignee.

7.5 Corporate Ownership

If the Tenant is a corporation (other than a corporation whose shares are listed on any recognised New Zealand Securities Exchange or Australian Securities Exchange or a subsidiary of such a corporation) a change in 51% or more of the shareholding of the Tenant as existing at the Commencement Date or if this Lease has been assigned, as existing at the assignment date (whether occurring at the one time or through a series or succession of transfers or issues of shares) or the establishment by any means of any trust under which any third party becomes a beneficial owner of this Lease or any of the Tenant's rights under this Lease will require the Landlord's consent. This clause 7.5 will not apply while the Tenant is VIP Plastic Packaging (NZ) Limited or any "related company" (within the meaning of that term in the Companies Act) of or to it or any "related body corporate" or any "related entity" of or to it (within the meaning of those terms in the Corporations Act).

7.6 Sub-Letting Without Landlord's Consent

Despite the provisions of clauses 7.1 and 7.2, the Tenant may, at any time, without having to request or obtain the consent of the Landlord:

- (a) grant sub-leases or licences to any person to occupy or use any part or parts of the Premises; or
- (b) grant concessions to any person or appoint any person a concessionary to occupy or use any part or parts of the Premises.

8. LANDLORD'S COVENANTS AND WARRANTIES

8.1 Quiet Enjoyment

The Landlord covenants with the Tenant that the Landlord will ensure that subject to payment of the Rent by the Tenant the Tenant will peaceably hold and enjoy without interruption the Premises for the purposes permitted by this Lease during the Term.

8.2 Maintenance, Repairs and Replacement

The Landlord covenants with the Tenant that it will at its own expense promptly effect any works or repairs to the Premises which are reasonably necessary for the use and enjoyment of the Premises by the Tenant and which are not the obligation of the Tenant under this Lease.

8.3 Landlord's Repairs

The Landlord must procure that any repairs, replacements or works to the Premises required to be undertaken by the Landlord under this Lease are done promptly and:

- (a) in accordance with all Laws, including, without limitation, the Building Act 2004 and the building code as defined in that Act (as may be amended or replaced from time to time), all applicable New Zealand Standards and the requirements of all relevant Authorities;
- (b) in a proper and workmanlike manner; and
- (c) using good quality materials and of equivalent standard and quality to any materials replaced when those materials were new.

8.4 Compliance with Law

The Landlord covenants with the Tenant that it will comply with all Laws affecting the Premises which are not the obligation of the Tenant under this Lease.

8.5 Notices

If the Landlord receives any notices from an Authority which relate to:

- (a) planning permits or development approvals;
- (b) rezoning of land;
- (c) compulsory acquisition of land;
- (d) revaluation (in which case clause 8.7 will also apply);
- (e) resumption of land;
- (f) road widening; or
- (g) interruption of Services or Essential Services,

which may affect the Premises the Landlord must give a copy of the notice to the Tenant as soon as practical after it is received by the Landlord.

8.6 Insurance

- (a) The Landlord covenants with the Tenant that it will:
 - (i) insure and keep insured with a reputable insurance company the Premises and noting the interest of the Tenant for its full replacement and reinstatement value against loss or damage by fire, explosion, lightning, flood, earthquake, volcanic activity, storm, tempest, riot, civil commotion,

inevitable accident, act of God, war damage and impact from vehicles and aircraft; and

- (ii) ensure that the premiums for the insurance specified in clause 8.6(a)(i) are at competitive market rates.
- (b) The Landlord must provide the Tenant with a certificate of currency and a copy of the insurance policy taken out by the Landlord under this clause 8.6 prior to the Commencement Date and otherwise promptly on receiving a request by the Tenant.
- (c) If, at any time during the Term, the Tenant gives the Landlord 2 written quotes from reputable insurers for the cost of premiums for the type of insurance to be effected by the Landlord under this clause 8.6 ("Comparable Insurance") and those quotes are both more than 5% less than the amount of the Landlord's premiums then the Landlord must immediately reimburse the Tenant the difference between the amount the Tenant has paid to the Landlord under clause 3.9 and the average of the premiums for the 2 Comparable Insurances.

8.7 Rates and Taxes

- (a) The Landlord must pay all such rates, taxes, charges, levies, assessments, duties, impositions and fees payable in respect of the Premises as are not in this Lease required to be paid directly by the Tenant.
- (b) The Landlord must notify the Tenant in writing of all valuations of the Premises or the Land made by any Authority to enable the Tenant to object if it wishes to do so. The Landlord must at the same time notify the Tenant if the Landlord intends to object to the valuation.
- (c) The Landlord agrees that the Tenant may make objections to any valuations of the Premises on behalf of the Landlord. If the Tenant makes any objections it must provide to the Landlord copies of any such objection and all relevant correspondence relating to it. The Landlord must co-operate with the Tenant in making such objections (including providing any consent to such objections).

8.8 No Application with Authority

- (a) The Landlord covenants and agrees with the Tenant that it shall not procure or lodge an application with any Authority or allow or permit an application to be made with any Authority during the Term and any Further Term for:
 - (i) the rezoning of the Land;
 - (ii) a development approval changing the use or zoning of the Land;
 - (iii) an amendment to the local planning scheme or the local environmental plan which changes the zoning of the Land; and
 - (iv) anything that would change the floor space ratio from the floor space ratio existing at the Original Commencement Date,
 without the prior written consent of the Tenant, which consent may be withheld by the Tenant in its absolute discretion.
- (b) The Landlord must not do anything which may affect the lawful use and occupation of the Premises by the Tenant.

9. DEFAULT

9.1 Default

If any one or more of the following occurs:

- (a) the Rent or any part of the Rent is unpaid for a period of 30 days after any of the days on which it ought to have been paid in accordance with the covenants for its payment contained in this Lease and of which written notice of not less than 30 days has been given to the Tenant;
- (b) the Tenant commits or allows to occur any breach or default in the due and punctual observance and performance of any of the covenants, obligations and provisions of this Lease and:
 - (i) where the breach or default can be remedied, that breach or default continues for a period of 30 days after service on the Tenant of a notice requiring the Tenant to remedy the breach or default; or
 - (ii) where the breach or default cannot be remedied, the Tenant does not pay compensation for the breach or default within 30 days after service on the Tenant of a notice requiring the Tenant to pay reasonable compensation;
- (c) the Tenant being a corporation, a receiver, liquidator or agent for a mortgagee is appointed to the Tenant or to any or all of its assets or undertakings;
- (d) the Tenant being a natural person, an order is made that the Tenant be bankrupt; or
- (e) execution is levied against the Tenant and is not satisfied within 30 days,

then even though the Landlord may not have exercised any of its rights under this clause 9.1 in respect of some previous breach or default of a like nature by the Tenant, the Landlord may (subject to providing any notice required by Law) immediately or at any later time re-enter the Premises or any part of them in the name of the whole and repossess and enjoy the Premises as of its former estate and in that event the Lease and the Term will absolutely cease and determine but without prejudice to any action or other remedy which the Landlord or the Tenant has or might otherwise have had for arrears of Rent or breach of covenant or for damages as the result of any such event.

9.2 Acceptance of Rent

Acceptance of Rent by the Landlord after default by the Tenant under this Lease will be without prejudice to the exercise by the Landlord of the powers conferred on it by clause 9.1 or any other right power or privilege of the Landlord under this Lease and will not operate as an election by the Landlord either to exercise or not to exercise any of those rights powers or privileges.

9.3 Remedying a Default

On each and every occasion on which a party fails to pay any money or to do or effect anything which that party has in this Lease agreed to pay do or effect and the default continues for a reasonable period (being not less than 14 days) after service on the defaulting party of a notice requiring the defaulting party to remedy the default, then the other party may (without prejudice to any rights and powers arising from that default) pay

that money or do or effect that thing by itself and the amount of any reasonable payment and/or the reasonable expenses and costs of doing or effecting that thing will constitute a liquidated debt payable by the defaulting party to the other party on demand.

10. DESTRUCTION OR DAMAGE TO PREMISES

- (a) Subject to clause 10(g), if the Premises or normal means of access to the Premises are totally or partially destroyed or prevented, the Landlord will promptly apply for and obtain all necessary approvals and diligently carry out all works necessary to reinstate the Premises or the means of access to the Premises to its condition at the Original Commencement Date.
- (b) If any damage occurs to the Premises which is covered by any insurance that the Tenant is required to maintain under this Lease then the Tenant must either:
 - (i) make a claim for the insurance proceeds and apply the proceeds; or
 - (ii) directly pay the amount of the claim,
 towards the cost of reinstating the damage.
- (c) The Rent, rates, taxes, outgoings and all other money payable under this Lease, or a fair proportion according to the nature and extent of the damage sustained, will abate until the Premises is rendered fit for occupation and for its permitted use by the Tenant PROVIDED THAT the Tenant will not be entitled to any abatement of Rent or other money under this clause 10(c) if and to the extent that the damage resulted from any negligence on the part of the Tenant, and the Landlord is unable to recover insurance money as a consequence of that negligence.
- (d) Any dispute arising out of this clause will be referred for determination by an arbitrator appointed at the request of either the Landlord or the Tenant by the President of the New Zealand Law Society, who will act as an expert and not as an arbitrator and whose costs will be borne equally by the Landlord and the Tenant.
- (e) If the Landlord fails to comply with clause 10(a), the Tenant may give the Landlord notice of an intention to terminate this Lease. If:
 - (i) the Landlord does not within 60 days of service of the notice obtain the necessary approvals and commence the reinstatement of the Premises or means of access to the Premises to the required condition; or
 - (ii) the Landlord obtains the necessary approvals and commences reinstatement under clause 10(e)(i) but does not complete the reinstatement within a reasonable period (having regard to the nature and extent of the destruction),
 then the Tenant may terminate this Lease by notice in writing to the Landlord (in which event this Lease will terminate on the service of the notice), but without prejudice to any antecedent rights of either party prior to the date of termination.
- (f) If the Premises or access to the Premises is totally destroyed or prevented so that the Premises is rendered wholly unfit for occupation and use by the Tenant, or so as to effectively prevent the economical use of the Premises by the Tenant, the Tenant may, within 45 days of the date of destruction or damage, unless such destruction or damage is due to the negligent act of the Tenant, terminate this Lease

by giving at least 14 days written notice to the Landlord, but without prejudice to any antecedent rights of either party prior to the date of termination.

- (g) The Landlord's obligations under clause 10(a) do not arise until and unless the Tenant or its insurer provides to the Landlord the proceeds of the claim relating to the relevant event of damage or destruction pursuant to the policies of insurance effected under clause 6.1 (if applicable).

11. OVERHOLDING AND ABANDONMENT OF PREMISES

11.1 Overholding

If with the consent of the Landlord the Tenant continues in occupation of the Premises after the expiration or sooner determination of the Term the tenancy will continue as a monthly tenancy only on and under the same covenants and conditions as those contained in this Lease (with any changes necessary to make this Lease appropriate to a monthly tenancy) at a monthly rental equal to a monthly proportion of the Rent payable immediately before the expiration of the Term (together with all other payments as provided in this Lease proportionate to the period of overholding) and determinable by 1 month's written notice by either party to the other expiring on any day.

11.2 Mere Entry by Landlord Not to Constitute Forfeiture

If the Tenant vacates the Premises during the Term (whether or not the Tenant ceases to pay the Rent or other money payable under this Lease):

- (a) acceptance of the keys and/or entry into the Premises by the Landlord or by any person on the Landlord's behalf to inspect or to show the Premises to prospective tenants and/or the advertising of the Premises for reletting will not constitute a re-entry or forfeiture or waiver of the Landlord's right to recover in full all Rent and other money from time to time payable under this Lease; and
- (b) any entry by the Landlord into the Premises in the meantime will be deemed an entry by the leave and licence of the Tenant.

12. INDEMNITIES

12.1 Release of Landlord

The Tenant agrees to occupy use and keep the Premises at the risk of the Tenant and releases to the full extent permitted by law the Landlord from all claims and demands in respect of or resulting from any accident, damage or injury occurring in the Premises, except to the extent caused or contributed to by the Landlord or its employees, agents, contractors or others for whom the Landlord is liable.

12.2 Indemnity by Tenant

The Tenant must indemnify the Landlord from and against those actions, claims, demands, proceedings, judgments, orders, decrees, damages, costs, losses (but excluding any consequential losses) and expenses which the Landlord suffers or incurs or for which the Landlord whether during or after the Term is liable to the extent resulting directly from:

- (a) loss, damage or injury from any cause whatever to property or person in or outside the Premises to the extent caused or contributed to by the negligence or default of the Tenant or the Tenant's Agents;
- (b) the negligent use, misuse, waste or abuse by the Tenant or the Tenant's Agents of any Services to the Premises; and
- (c) the overflow leakage or escape of water, gas, electricity or any other substance in or from the Premises caused or contributed to by the Tenant or the Tenant's Agents,

except to the extent:

- (d) caused or contributed to by the Landlord or its employees, agents, contractors or others for whom the Landlord is liable (including a failure to procure insurance); and/or
- (e) the Landlord is entitled to be indemnified by insurance.

12.3 Limitation on Tenant's Indemnity

Nothing contained in this Lease and in particular clauses 12.1 and 12.2 requires the Tenant to indemnify the Landlord against any action, liability, penalty, claim or demand to the extent to which the Landlord would otherwise be liable or subject.

12.4 Landlord to Mitigate

The Landlord must at all times do all things necessary to mitigate its losses resulting from any of those circumstances specified in clause 12.2 and the Landlord's entitlement to claim on any indemnity provided by the Tenant in this Lease will be subject to the Landlord's obligation to do so.

13. FIXED RENT REVIEW DATE

13.1 Fixed Review Date

Where Item 8 specifies that the Rent will be increased in accordance with this clause 13.1, then on each of the dates of commencement of those years specified in Item 8 (each of those dates being called "**Fixed Rent Review Date**") the Rent will be increased to an amount equal to 103.5% of the Rent payable for the year immediately preceding the relevant Fixed Rent Review Date.

14. FURTHER TERMS

14.1 Tenant's Right to Further Terms

Subject to clause 14.2, the Landlord will renew this Lease for the next of the Further Terms if the Tenant gives the Landlord a written request for renewal ("**Option Notice**") not more than 6 months nor less than 3 months before this Lease expires.

14.2 Landlord May Refuse Renewal

The Landlord may refuse to renew this Lease if:

- (a) the Tenant has not substantially remedied any material default under this Lease about which the Landlord has given the Tenant written notice; or
- (b) the Tenant has materially defaulted persistently under this Lease throughout the Term and the Landlord has given the Tenant written notice of the defaults.

14.3 Renewed Lease

Following the giving of an Option Notice the Landlord and the Tenant will promptly execute the renewed lease (or a deed of renewal in lieu of an new renewed lease) which will contain or incorporate the same terms and conditions as this Lease except the renewed lease will:

- (a) commence on the day after this Lease expires;
- (b) be at a Rent determined in accordance with clause 13.1;
- (c) provide that the Rent Commencement Date is the Commencement Date of the renewed lease;
- (d) not contain those terms or conditions which have become redundant or which are no longer capable of being applicable to the renewed lease;
- (e) omit from Item 7 the Further Term first specified in Item 7, renumber each of the paragraphs accordingly (starting from (a)) and omit any provision for renewal in the case of the last Further Term; and
- (f) contain any necessary changes to the Schedule.

15. ESSENTIAL TERMS

15.1 Essential Covenants by Tenant

The Tenant acknowledges that each of the covenants by the Tenant specified in this clause is an essential and fundamental term of this Lease:

- (a) the covenant to pay the Rent throughout the Term PROVIDED THAT the failure to pay the Rent will be a breach of an essential term only if that failure continues for more than 14 days after demand for payment which may not be given prior to the due date for payment of each monthly instalment of the Rent as provided in clause 3.1;

- (b) the covenant to pay outgoings as provided in clause 3.2;
- (c) the covenant dealing with the use of the Premises as set out in clause 4.1;
- (d) the covenant dealing with alterations to the Premises without approval as set out in clause 4.5;
- (e) the covenant dealing with compliance with law as set out in clause 4.9;
- (f) the covenant dealing with repair as set out in clause 5.1; and
- (g) the covenants restricting assignment and other dealings with this Lease as set out in clause 7.1.

15.2 No Waiver

In respect of the Tenant's obligation to pay Rent, the acceptance by the Landlord of arrears or of any late payment of Rent will not constitute a waiver of the essentiality of the Tenant's obligation to pay Rent.

15.3 Damages

The Tenant will compensate the Landlord in respect of any breach of an essential term of this Lease and the Landlord is entitled to recover damages from the Tenant in respect of those breaches. The Landlord's entitlement under this clause is in addition to any other remedy or entitlement to which the Landlord is entitled (including to terminate this Lease).

15.4 Repudiation

If the Tenant's conduct (whether acts or omissions) constitutes a repudiation of this Lease (or of the Tenant's obligations under this Lease) or constitutes a breach of any Lease covenants, the Tenant will compensate the Landlord for the loss or damage suffered because of the repudiation or breach.

15.5 Landlord to Mitigate

If the Tenant vacates the Premises, whether with or without the Landlord's consent, the Landlord must make reasonable endeavours to lease the Premises to a replacement Tenant at a reasonable rent and on reasonable conditions. The Landlord and the Tenant must co-operate with each other to enable the Landlord to do so. The Landlord's entitlement to rent or damages will be subject to the Landlord's obligation to do so.

15.6 Set Off

The Tenant is entitled to set off any amounts due by the Landlord to the Tenant under this Lease but unpaid, against the Rent payable by the Tenant to the Landlord under this Lease.

16. GENERAL

16.1 Whole Agreement

This Lease contains the whole agreement of the parties and no obligation or liability will arise because of any promise, representation, warranty or undertaking allegedly given or made by either party to the other before the date of this Lease.

16.2 Notices

- (a) Any notice or statement to be given or demand to be made on either party under this Lease:
 - (i) will be effectively signed on behalf of a party if it is executed by that party, any of its officers, its solicitor or its duly constituted attorney; and
 - (ii) may be served by being delivered personally or being left at or posted in a prepaid envelope or wrapper to the address of the other party specified in Item 15 or the registered office or place of business or residence of the other party last known to the sender or by being sent to the other party by facsimile transmission to the facsimile number of the other party specified in Item 15 or last notified to the sender.
- (b) A demand or notice if:
 - (i) posted will be deemed served 2 Business Days after posting; and
 - (ii) sent by facsimile transmission will be deemed served on conclusion of transmission PROVIDED THAT the recipient's receipt appears on the sender's copy of the notice or on the activity record print-out of the sender's machine or the activity record print-out of the sender's machine shows a successful transmission of an appropriate size document to the recipient's facsimile machine on the date indicated on the print-out.
- (c) If a notice is served or received on a day that is not a Business Day or after 5.00 pm on a Business Day it will be deemed to be given or served on the next Business Day.

16.3 Waiver

- (a) A right may only be waived in writing, signed by or on behalf of the party giving the waiver.
- (b) A failure by one party to take action in the event of a breach of this Lease by another party (whether express or implied) will not operate as a waiver of another or continuing breach of any other condition of this Lease (whether express or implied) nor prevent that party from later taking action as a result of that breach.

16.4 Reading Down and Severance of Invalid Provisions

The provisions of this Lease are to be interpreted so as not to infringe the provisions of any Laws. If any provision of this Lease does infringe any Laws it will be read down to the extent necessary to give it, if possible, a valid operation of a partial nature but if it cannot be so read down it will be deemed to be void and severable. If any provision is held invalid by a court that provision will be disregarded and the rest of this Lease will continue in force.

16.5 Consents

Except where this Lease expressly provides otherwise, where under any of the provisions of this Lease the doing of any act or thing or the carrying out or the refraining from any activity or procedure is prohibited without or dependent on obtaining the Landlord's or the Tenant's consent or approval the Landlord or the Tenant (as the case may be) must give or refuse its consent or approval within 14 days of the written request for it failing which it will

be deemed to have given its consent or approval and the Landlord or the Tenant (as the case may be) must not unreasonably withhold or refuse its consent or approval and must where it is possible for it to do so provide its consent or approval subject to such conditions as it may reasonably impose.

16.6 Access

Despite any provision to the contrary, whenever the Landlord enters the Premises in accordance with its rights under this Lease, the Landlord must:

- (a) access the Premises at reasonable times;
- (b) provide the Tenant with reasonable notice (except in the case of emergency when no notice will be required); and
- (c) not cause any undue inconvenience to the Tenant nor detrimentally affect the Tenant's use and enjoyment of the Premises or the business conducted by the Tenant from the Premises.

16.7 Exercise of Rights

- (a) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.
- (b) The rights, powers and remedies provided in this Lease are cumulative with and not exclusive of the rights, powers or remedies provided by law.
- (c) A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or an exercise of any other right, power or remedy.

16.8 Governing Law

This Lease is governed by, and will be construed in accordance with, the Laws from time to time in force in New Zealand and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand.

16.9 GST

- (a) In this clause:

"the Act" means the Goods and Services Tax Act 1985;

"the basic consideration" means the consideration (whether in money or otherwise) to be paid or provided by the Tenant for any supply of goods and services by or on behalf of the Landlord under this Lease (other than tax payable pursuant to this clause);

"goods and services tax" means goods and services tax charged in accordance with the Act; and

"goods, services" and "taxable supply" have the meanings respectively assigned to them by the Act.

- (b) The basic consideration is not inclusive of goods and services tax.

- (c) In addition to the basic consideration, the Tenant will pay to the Landlord the amount of all goods and services tax chargeable on any taxable supply by the Landlord under this Lease, provided that the Tenant has received a valid tax invoice in respect of the same.
- (d) Any amount payable by the Tenant pursuant to clause 16.9(c) shall:
 - (i) be payable on the date on which the relevant supply is deemed to take place by virtue of the Act; and
 - (ii) be recoverable and bear interest as though it were Rent.
- (e) If this Lease requires a party to reimburse, indemnify or otherwise pay another party for any expense, loss or outgoing ("**reimbursable expense**"), the amount required to be paid by the first party will be the amount of the reimbursable expense inclusive of any GST paid when that expense, loss or outgoing was incurred less the amount of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense.

16.10 Special Conditions

The special conditions (if any) in Item 16 form part of this Lease. If there is an inconsistency between a special condition in Item 16 and another provision of this Lease, the special condition prevails to the extent of the inconsistency.

16.11 Registration

The Tenant shall be entitled to have this Lease registered against the certificate of title to the Land in priority to any mortgagee or encumbrancee.

17. GUARANTEE

17.1 In consideration of the Landlord entering into the Lease at the Guarantor's request the Guarantor:

- (a) Guarantees payment of the rent and the performance by the Tenant of the covenants in the Lease.
- (b) Indemnifies the Landlord against any loss the Landlord might suffer should the Lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

17.2 The Guarantor covenants with the Landlord that:

- (a) No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as an indemnifier.
- (b) As between the Guarantor and the Landlord, the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor, provided that before taking proceedings against the Guarantor:

- (i) the Landlord must first in the case of a breach of this Lease contemplated by clause 9.1(a), have given written notice of not less than 30 days to the Tenant; and
- (ii) in the case of any other breach of this Lease:
 - A. where the breach or default can be remedied, that breach or default must continue for a period of 30 days after service on the Tenant of a notice requiring the Tenant to remedy the breach or default; and
 - B. where the breach or default cannot be remedied, the Tenant must have not paid compensation for the breach or default within 30 days after service on the Tenant of a notice requiring the Tenant to pay reasonable compensation.
- (c) The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.
- (d) An assignment of the Lease and any rent review in accordance with the Lease shall not release the Guarantor from liability.
- (e) Should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several.
- (f) The Guarantee and indemnity shall extend to any holding over by the Tenant.

EXECUTED as a deed

100 Harris Nominees Limited by:

Signature of director

Signature of director

Name of director

Name of director

**VIP Plastic Packaging (NZ) Limited
by:**

Signature of director

Signature of witness

Name of director

Name of witness

Pact Group Pty Limited by?

Signature of director


RAPHAEL GEMINDER

Name of director

Signature of witness


NICHOLAS PERKINS

Name of witness

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APPENDIX ONE

Tenant's Fixtures and Fittings

100 Harris Road, East Tamaki New Zealand
Asset Register - VIP Packaging

Asset class	00003055	General non-specific
102844	18.06.2004	CRANE-O'HEAD,SINGLE GIRDER,TRAVEL C/W RUNWAYS
102846	18.06.2004	ATMOSPHERE CONTROL SYSTEM COMPRISING:
102846	18.06.2004	CHILLER - SHELL & TUBE C/W ATTENUATOR
102846	18.06.2004	CHILLER - SHELL & TUBE C/W ATTENUATOR
102846	18.06.2004	AIR HANDLING UNIT - C/W ATTENUATOR
102846	18.06.2004	CHILLER - PACKAGED #B
102846	18.06.2004	PARTITIONING & DUCTING
102853	18.06.2004	COMPRESSOR - AIR C/W AIR DRYER & RECEIVER
102854	18.06.2004	COMPRESSOR - AIR C/W AIR DRYER & RECEIVER
102855	18.06.2004	SUB DISTRIBUTION BOARD 1 & 2
102858	18.06.2004	COMPRESSOR - AIR (NIU)
102859	18.06.2004	COMPRESSOR - AIR
102860	18.06.2004	MAIN SWITCHBOARD (OLD)
102861	18.06.2004	MAIN SWITCHBOARD (NEW)
102862	18.06.2004	DRYER - REFRIGERATED AIR
102863	18.06.2004	PLANT & EQUIPMENT <\$15,000 RWN
102864	18.06.2004	CHILLER - WATER #E
102865	18.06.2004	CHILLER - WATER #P
102866	18.06.2004	MOULDER-INJECTION #44 C/W O/FEED CONVEYOR,
102867	18.06.2004	HANDLE INSERTER -PAIL C/W IN & O/FEED CONVEYR &
102868	18.06.2004	TETRA BAND PRINTER
102869	18.06.2004	MOULDER- INJECTION#14 C/W O/FEED CONVEYR,PUSH
102870	18.06.2004	HANDLE INSERTER- PAIL C/W IN & O/ FEED CONVEYR
102871	18.06.2004	MOULDER-INJECTION #53 C/W BLENDER,SAFE. FENCE
102873	18.06.2004	MOULDER-BLOW #21 C/W O/FEED CONVEYR, P'FORM
102879	18.06.2004	MOULDER-INJECT. #40 C/W BLENDER, COLOUR INSERT
102881	18.06.2004	MOULDER-INJECT. #28 C/W BLENDER, P'FORM&CTRL
102882	18.06.2004	INVERTER - CAP C/W HOPPER, INCLINED CONVEYOR,
102883	18.06.2004	CRANE - OVERHEAD SINGLE GIRDER TRAVEL C/W
102884	18.06.2004	CRANE - OVERHEAD SINGLE GIRDER TRAVEL C/W
102885	18.06.2004	CRANE - OVERHEAD SINGLE GIRDER TRAVEL C/W
102886	18.06.2004	CHILLER - RECIPROCAT., TWIN SET C/W CHILLED
102887	18.06.2004	HOPPER - RAW MATERIAL FEED
102888	18.06.2004	CHILLER - WATER
102889	18.06.2004	TANK-S/S FEED WATER WITH 4X WATER FEED PUMPS
102890	18.06.2004	DISTRIBUTION BOARD - ELECTRICAL
102891	18.06.2004	CHILLER - WATER #N
102892	18.06.2004	CHILLER - WATER #A
102894	18.06.2004	CHILLER - WATER #K
102895	18.06.2004	CHILLER - WATER #C
102896	18.06.2004	CHILLER - WATER #L
102897	18.06.2004	CHILLER - WATER #M

102898	18.06.2004	PLATFORM - STEEL, WATER CHILLER
102899	18.06.2004	HOPPER - S/S CONE SHAPE
102901	18.06.2004	GRANULATOR - SYSTEM, PET BOTTLE WITH INFEED
102924	18.06.2004	STRETCH WRAPPER - SHRINK
102929	18.06.2004	COMPRESSOR - #1B, AIR PACKAGED, 64296 HRS
102930	18.06.2004	DISTRIBUTION BOARD - #3 ELECTRICAL, 3 SECTION,
102934	18.06.2004	BINS - #19-24 RAW MATERIAL C/W M/STEEL TAPER BAS
102935	18.06.2004	PIPEWORK-FEEDING RAW MATER. TO MOULDERS,
102936	18.06.2004	PRINTER-C/W HOPPR, ELEVATR, FEEDER, DUAL
102937	18.06.2004	PRINTER-CAP C/W TWIN FEEDRS & SPARE, DRUMS,
102938	18.06.2004	PRINTER-FAIL C/W INFEED, PRINTER BOOTH, O/FEED
102941	18.06.2004	GRINDER - SURFACE
102942	18.06.2004	GRINDER - SURFACE CINCINNATI
102943	18.06.2004	GRINDER - SURFACE
102944	18.06.2004	LATHE - GAP BED DEAN SMITH GRACE
102945	18.06.2004	LATHE - GAP BED
102946	18.06.2004	MILLING MACHINE MAS MODEL:VR2
102947	18.06.2004	MILLING MACHINE - UNIVERSAL BRIDGEPORT
102948	18.06.2004	MILLING MACHINE - UNIVERSAL
102955	18.06.2004	PROJECTOR - PROFILE
102968	18.06.2004	RACKING - PALLET
102969	18.06.2004	STRETCH WRAPPER
102970	18.06.2004	STILLAGES - VARIOUS SIZES
102972	18.06.2004	RESERVOIR - WATER
102973	18.06.2004	COOLING TOWER
102974	18.06.2004	COOLING TOWER
102976	18.06.2004	COOLING TOWER
102977	18.06.2004	COOLING TOWER
102978	18.06.2004	COOLING TOWER
103193	18.06.2004	DRYER - AIR, REFRIGERATED
103206	18.06.2004	CONVEYOR - SYSTEM C/W FLAT BELT CONVEYOR, ROLLER
103209	01.06.2005	Air Receiver
103210	01.06.2005	Auto loader SAL -800G
103211	01.06.2005	Auto loader SAL -800G
103212	01.06.2005	Bandsaw - Rong Fu 7'
103213	01.06.2005	Batch Weigh - Macguire
103214	01.06.2005	Bench DrillPress 12HP
103217	01.07.2005	Blowmoulder - Fong Kee 20L #24 auto deflash
103222	01.06.2005	Bandsaw - Centaura 700CL
103223	01.06.2005	Chiller Unit -Cooke
103224	01.06.2005	Colourant Battenf
103225	01.06.2005	DRYER
103226	01.06.2005	Container Ramp
103227	01.06.2005	Control System - Techne
103228	01.06.2005	Cooling System Upgrade
103229	01.06.2005	Cooling Tower - FCT
103230	01.06.2005	Cooling Tower]
103231	01.06.2005	Cooling Tower
103232	01.06.2005	Cooling Tower Silencer
103233	01.06.2005	Counting Scales, Tip Store
103234	01.06.2005	Desoutter torq. control Screwdriver

103235	01.06.2005	Digital control for Victor Lathe
103236	01.06.2005	Digital reader for Victor Lathe
103237	01.06.2005	Dillon Welding Torch
103238	01.06.2005	Drill - Makita
103239	01.06.2005	MILLING MACHINE - UNIVERSAL
103240	01.06.2005	Fleming Gravity Feed
103241	01.06.2005	Flexifeeder
103242	01.06.2005	Foot Stapler - F94
103243	01.06.2005	Granulator - Rapid
103250	01.06.2005	Granulator - Rigid 2nd Hand
103251	01.06.2005	Granulator
103260	01.06.2005	Hopper VL 2P
103261	01.06.2005	Hydraulic Power Pack
103262	01.06.2005	Hydraulic Power unit
103263	01.06.2005	MOULDER-INJECT.#IM1 C/W BLENDER & CONTROLS
103265	01.06.2005	MOULDER-INJECT. #IM3 C/W BLENDER & CONTROLS
103268	01.06.2005	LATHE - GAP BED
103269	01.06.2005	LATHE - GAP BED
103273	01.06.2005	Master Batch Feeder
103274	01.06.2005	Master Batch Unit
103275	01.06.2005	Material Scales
103276	01.06.2005	MILLING MACHINE - UNIVERSAL
103277	01.06.2005	Minifeed 98
103278	01.06.2005	Mobi-Bin Trailer
103279	01.06.2005	Mould Crane for Techne
103280	01.06.2005	Mummist Vacuum Cleaner
103283	01.06.2005	FORKHOIST
103284	01.06.2005	Nissan Forkhoist
103286	01.06.2005	Overhead Crane for TMC 500
103287	01.06.2005	Pallet Hand Truck
103288	01.06.2005	Pallet trucks 2
103289	01.06.2005	Pneumatic Screwdriver
103290	01.06.2005	Power - 3 Phase Tool room
103291	01.06.2005	Public Address System
103292	01.06.2005	Ramjet
103293	01.06.2005	Ritt Air scwdriver for 20L
103294	01.06.2005	Safe Door
103295	01.06.2005	Safety Signs
103296	01.06.2005	Scissor Trolley
103297	01.06.2005	Sellotape Taping Unit
103298	01.06.2005	Sensor Gun
103299	01.06.2005	Shrinfast 975
103300	01.06.2005	Surface Grinder
103301	01.06.2005	Time Clocks - Techne 1,2,3
103302	01.06.2005	Trillift Hopper Loader
103303	01.06.2005	Trolley -5 Geared
103305	01.06.2005	Weigh Batch blender
103306	01.06.2005	Weigh batch Doser
103307	01.06.2005	Zilfeeder
103308	01.06.2005	Mould - 20L Pail Handle
103309	01.06.2005	Mould - 1L Sq 38mm Neck

103312	01.06.2005	Battenfeld Fisher #29
103313	01.06.2005	GRANULATOR
103314	01.06.2005	Pallet Truck
103315	01.06.2005	Installation Costs of Machine Techne #9
103316	01.06.2005	Installation Costs Machine Fisher #10
103432	01.06.2005	LEAK TESTER - SINGLE HEAD
103433	01.06.2005	Shrinkfast Gun - Cube
103435	01.06.2005	Moog Digipac - Batt B
103436	01.06.2005	63mm Neck Modification
103437	01.06.2005	Overhead Crane - Batten A
103438	01.06.2005	Handle Attaching Tools
103439	01.06.2005	Battenfield A Moog Valve
103440	01.06.2005	20mm Side Opening Mods
103442	01.06.2005	GRANULATOR - C/W INFEED CONVEYOR
103443	01.06.2005	LEAKDETECTOR-SGLE HEAD C/W I/FEED CONVEYR
103445	01.06.2005	MOULDER - INJECTION C/W BLENDER & CONTROLS
103448	01.07.2005	Blow Moulder - Battenfield #27 relocate Eat Tamaki
103451	01.06.2005	Maguire Weigh Scale Blender - Batt A
103455	01.10.2004	Refrigeration and Air Conditioning Injection Mould
103605	30.06.2006	MOULDER - BLOW #138 Bekum bm08 C/W BLENDER, P'FORM
103605	01.11.2005	MOULDER - BLOW Bekum bm08 decommission transport
103605	01.11.2005	MOULDER - BLOW Bekum bm08 cutter head
103606	30.06.2006	MOULDER - BLOW #37 C/W Blender,Platform & Controls
103606	01.11.2005	Automa double head changes to conveyors
103607	30.06.2006	DETECTOR - LEAK C/W OUTFEED CONVEYOR
103608	30.06.2006	BAGGER - HEAT SHRINKWRAP C/W INFEED CONVEYERS
103608	01.11.2005	BAGGER - HEAT SHRINKWRAP transport
103608	01.11.2005	BAGGER - HEAT SHRINKWRAP conveyors
103608	01.11.2005	Changes to HEAT SHRINKWRAP Bagger
103608	01.11.2005	BAGGER - Freight
103609	01.07.2005	AKEI Blow moulder
103610	30.06.2006	MOULDER - BLOW #9 C/W CONVEYOR SYSTEM, Bekum 2030
103612	01.11.2005	MOULDER-BLOW#BM9 C/W BLENDER,PLATFORM & CTRLS
103614	01.11.2005	Leak tester for Milk blow moulders
103615	01.11.2005	2 x Maguire Blenders for Milk Blow moulders
103616	01.11.2005	Vacuum Loaders for milk blow moulders
103617	01.11.2005	Vacuum system for Milk top & tails
103618	01.04.2006	Drive in racking
103639	01.05.2006	GRANULATOR CUMBERLAND
103640	01.05.2006	LEAK TESTER SGLE HEAD GC LEAK DETECTORS
103641	01.05.2006	GRANULATOR CTS MACHINERY
103642	01.05.2006	LEAK TESTER SINGLE HEAD TRONICS
103643	01.05.2006	LEAK TESTER SINGLE HEAD TRONICS
103644	01.05.2006	LEAK TESTER SINGLE HEAD TRONICS
103645	01.05.2006	LEAK TESTER SINGLE HEAD TRONICS
103646	01.05.2006	LEAK TESTER SINGLE HEAD TRONICS
103647	01.05.2006	BAGGER AZTRO PTY LTD
103648	01.05.2006	STRETCH WRAPPER EPIC
103649	01.05.2006	MOULDERBLOW 36 BEKUM CW BLENDR P'FORM & CTLS
103650	01.05.2006	BAGGER AZTRO
103651	01.05.2006	CHILLER WATER F EHS ENGIN

103652	01.05.2006	COMPRESSOR AIR PACKAGED BROOMWADE
103656	01.05.2006	CHILLER WATER J EHS ENG
103657	01.05.2006	WARM ROOM INSULATED 20m3 CONAIR FRANKLIN
103776	01.07.2006	Guarding & Safety Interlocks on Blow Moulders
103777	01.07.2006	Guarding & Safety Interlocks on Blow moulders
103782	01.07.2006	Tooling : Aoki
103783	01.07.2006	Automated Product Handling on Battenfield Fisher VK
103784	01.07.2006	Deflash Mask & Punches
103785	01.07.2006	Raw Material Handling
103789	01.09.2006	Manufacture new Cut
103790	01.09.2006	Purchase Leak Tester
103791	01.09.2006	Neck insert for Cube
103792	01.09.2006	Bung Thread Changes
103793	01.09.2006	QC Test Equipment
103795	31.05.2007	Hopper Loader
103796	31.05.2007	Master Batch Feeder & SERVICES
106413	01.08.2006	DAYTEC PALLETISER
106794	01.07.2007	Husky Injection Moulder
108280	01.08.2010	Inj;TMC60;236
108281	01.08.2010	Inj;TMC90;229
108282	01.08.2010	Inj;TMC150;233

Asset class 00003100 Plant & Equipment

109299	01.07.2011	Coffee Table - Ex Newmarket now @ ET
109300	01.07.2011	Fridge Microwave Dishwasher Ex Newmarket now @ ET
109301	01.07.2011	JURA COFFEE MACH. IMPRESSA F90
109302	01.07.2011	Lounge Suite Ex Newmarket now @ ET
109303	01.07.2011	BOARD ROOM TABLE Ex Newmarket now @ ET
109304	01.07.2011	Boardroom chairs Ex Newmarket now @ ET
109306	01.07.2011	Data show equipment Newmarket
109308	01.07.2011	Furniture and fittings Newmkt Purchd Environ -@ ET

Asset class 00003105 P & E Acquisit'n NBV

107590	01.05.2010	Netstal Tonne Injection Machine Synergy 3500-1700
107591	01.05.2010	Hopper Loader McGuire
107592	01.05.2010	IML Robot
107599	01.06.2011	Label set up costs - 10L Lid Mould
108159	01.07.2009	MOULDER BLOW SBIII 250LL 50 SN.9525368 AOKI
108417	01.07.2010	Aoki SBS3 500LL 75 ex Brendale
108417	01.07.2010	Relocation costs Aoki SBS3 500LL 75 ex Brendale
108422	01.02.2011	Karcher Floor Sweeper Scrubber
108522	31.05.2011	Maguire Material Blending equipment - Plastic wine
108523	31.05.2011	Material dryers - Plastic wine bottle
108524	31.05.2011	Liquid Colour dosing equipment Plastic wine bottle
108525	31.05.2011	Hopper Loaders - Plastic wine bottle
108526	31.05.2011	Daytec Palletiser
108527	31.05.2011	Injet System Plastic wine bottle
109119	01.05.2011	PRD-50N Osaka Reiken Material dryer
109358	31.05.2012	ADS G6I Reheat PET Blow Moulder

109359	01.11.2012	IBM Zhongya 300/700 Injection Blow Moulder
109360	01.06.2012	Palletiser
109361	28.02.2013	Conveyors
109362	28.02.2013	Leak Tester - 3Ltr Flagon
109364	28.02.2013	Baggin Machine - 3Ltr Flagon
109365	01.06.2012	Labeller - 3Ltr Flagon
109366	28.02.2013	High Pressure Compresor
109411	01.12.2011	Maguire Blender
110467	29.02.2012	Leak Detector with Through Conveyor
110468	29.02.2012	Labeller - Double Sided
110469	29.02.2012	Leak Detector - Sgle Head #LT4 CW O/Feed Conv
110470	29.02.2012	Granulator #G21
110471	29.02.2012	Leak Detector Single Head (LT22) Tronics
110472	29.02.2012	Bagger - Dual infeed, smi auto (#BG1)
110473	29.02.2012	Moulder Blow #B12 C?W Conveyor, Orientator
110474	29.02.2012	Safety Tool Upgrade - Project Fcv
110475	29.02.2012	Blender (X3) LB16 Maguire
110531	31.03.2012	Compressor - Altas Copco GA 90 AFF APB
110887	01.07.2012	Rapid Roller doors
111808	01.07.2012	Motan MHS - Hopper Loader Unit 5-1 S/N 070196
111809	01.07.2012	Motan MHS - Hopper Loader Unit 5-1 S/N 070199
111810	01.07.2012	Motan MHS - Hopper Loader Unit 5-1 S/N 070203
111811	01.07.2012	Motan MHS - Hopper Loader Unit 5-1 S/N 070204
111812	01.07.2012	Motan MHS - Hopper Loader Unit 5-1 S/N 080227
111813	01.07.2012	Zoom Stereo Microscope Model: SZX10-TR (1 x Set)
111814	01.07.2012	Rotary Microtome model HM315R x 1 Set
111815	01.07.2012	Zoom Stereo Microscope Model: SZX10-TR (1 x Set)
111816	01.07.2012	Olympus Mechanical XY Stage Microscope BH2-SH
111817	01.07.2012	Fully Automatic Bagger Machine
111817	31.12.2012	Divorced head cutter & belts
111818	01.07.2012	B05 BLOWMOULDER, 8 CAV.
111819	01.07.2012	BAGGING MACHINE #10 C/W INF.CONVEYOR, leak tester
111820	01.07.2012	BAGGING MACHINE #10 C/W INF.CONVEYOR, leak tester
111821	01.07.2012	BAGGING MACHINE C/W INFEEED CONVYR, S/STEEL
111822	01.07.2012	BAGGING MACHINE C/W INFEEED CONVYR, S/STEEL
111829	01.07.2012	Motan MHS - Hopper Loader Unit 5-1 S/N 070204
111838	31.01.2013	M/C 53 Inject Moulder Controller Upgrade
111846	30.09.2012	Compressed air filtration
111901	01.03.2013	2T x9.0m SG Crane
112019	01.07.2012	Bore Gauge 420 SS
112020	01.07.2012	Tamper band Gauge 420 SS
112021	01.07.2012	T Gauge 420 SS
112022	01.07.2012	Shimadzu 6200 x 0.01g Scales
112023	31.01.2013	Shimadzu 6200 x 0.01g Scales
112024	03.07.2012	360HL Water Bath
112025	01.07.2012	T Gauge for 500ml Lamicon bottle
112026	01.07.2012	Bore Gauge for 500ml Lamicon Bottle
112027	01.07.2012	Gauge Tapered bore Lamicon
112028	01.07.2012	Heinz PET "T" Gauge
112029	01.07.2012	T Gauge for Heinz 500ml Squeezy bottle
112030	31.10.2012	615 T Gauge Cottee's

112031 31.10.2012 615gr cottee bore gauge

Asset class 00003170 Deleted

102992	18.06.2004	MOULD/TOOL - SANITARIUM LGE JAR 10406ML
102993	18.06.2004	MOULD/TOOL - 38MM SINGLE SKIRT CAP
103001	18.06.2004	MOULD/TOOL - 400ML ROUND TO TAMPERTEL
103003	18.06.2004	MOULD/TOOL - 63MM MK4 T/TEL THREAD SPLITS
103004	18.06.2004	MOULD/TOOL - 5 LITRE PAIL BASE DIE
103005	18.06.2004	MOULD/TOOL - 20 LITRE LID DIE
103006	18.06.2004	MOULD/TOOL - 4 LITRE PLASTOOL DIES
103007	18.06.2004	MOULD/TOOL - LITRE & LID PLASTOOL DIE
103008	18.06.2004	MOULD/TOOL - 1 LITRE PLASTOOL DIE
103009	18.06.2004	MOULD/TOOL - STACKA NESTA CRATE
103010	18.06.2004	MOULD/TOOL - 5L TAPERED BASE TOOL REFIT
103011	18.06.2004	MOULD/TOOL - HUSKY S2000 10L BASE
103012	18.06.2004	MOULD/TOOL - NEW PAIL TOOLING 10L PAILS
103013	18.06.2004	MOULD/TOOL - SERIES 200 CRATE MODS
103014	18.06.2004	MOULD/TOOL - NEW FORCE MK2 20L PAIL BASE
103015	18.06.2004	MOULD/TOOL - 10L TAMPER EVIDENT LID
103016	18.06.2004	MOULD/TOOL - BOLSTER FOR KM 1000
103017	18.06.2004	MOULD/TOOL - 20L TAMPER EVIDENT LID
103018	18.06.2004	MOULD/TOOL - 20LT MK5 PAIL
103019	18.06.2004	MOULD/TOOL - 10LT S2000 PAIL (NEW)
103020	18.06.2004	MOULD/TOOL - 15LT PAIL MK1
103021	18.06.2004	MOULD/TOOL - REBUILD 10LT PAIL
103022	18.06.2004	MOULD/TOOL - 4 LT TAPERED PAIL & LID
103023	18.06.2004	MOULD/TOOL - 10LT & 20LT HANLEGRIP
103024	18.06.2004	MOULD/TOOL - REBUILD 20LT MK2 PAIL
103025	18.06.2004	MOULD/TOOL - 1 LT TAPERED PAIL & LID
103026	18.06.2004	MOULD/TOOL - 10LT LID TOOL SCROLL PATTERN
103027	18.06.2004	MOULD/TOOL - 20L PAIL TOOL REFURBISHMENT
103028	18.06.2004	MOULD/TOOL - MODIFY 63MM/53MM TOOL RUN AKLD
103029	18.06.2004	MOULD/TOOL - 63MM TAMPERTEL 8 CAV MOULD
103051	18.06.2004	MOULD/TOOL - 400ML JAR ROUND DIE
103069	18.06.2004	MOULD/TOOL - 89MM CLIP/400MM JAR
103079	18.06.2004	MOULD/TOOL - 360ML CLIP POTTLE
103080	18.06.2004	MOULD/TOOL - 423ML ETA MAYONNAISE MOULD
103081	18.06.2004	MOULD/TOOL - MOD CHCH 750ML HEX TO RUN AKLD
103082	18.06.2004	MOULD/TOOL - 750ML HEX JAR TOOLING AKLD
103086	18.06.2004	MOULD/TOOL - 10L SERIES 2000 PAIL & LID DIE
103087	18.06.2004	MOULD/TOOL - 10L PAIL NEW IMAGE - RD213
103088	18.06.2004	MOULD/TOOL - 20 LITRE PAIL DIE
103089	18.06.2004	MOULD/TOOL - 20L MK II BASE REFIT
103090	18.06.2004	MOULD/TOOL - 20 LITRE PAIL LID DIE
103091	18.06.2004	MOULD/TOOL - 4LT PLASTIC HANDLE
103097	18.06.2004	MOULD/TOOL - 500ML SMALL BOTTLE TOOLING
103118	18.06.2004	MOULD/TOOL - ALCOA CAPPING HEADS AT DB LINE
103197	18.06.2004	MOULD/TOOL - 5 LITRE PAIL LID DIE
103198	18.06.2004	MOULD/TOOL - 500ML POLYPOT LID DIE
103199	18.06.2004	MOULD/TOOL - 1000ML POLYPOT BASE DIE

103200	18.06.2004	MOULD/TOOL - DUTY 2 LITRE PLASTOOL DIE
103317	01.06.2005	MOULD/TOOL - 10L PAIL
103318	01.06.2005	10L Pail Lid
103319	01.06.2005	1L Square 38mm Neck
103320	01.06.2005	20L Twin top additional
103321	01.06.2005	MOULD/TOOL - 2L
103322	01.06.2005	4&5L Container
103330	01.06.2005	Petrol Can Design
103331	01.06.2005	Petrol Can Design
103332	01.06.2005	Shrinkwrap Machine
103334	01.06.2005	Umbrella Cap Mould
103447	01.06.2005	MOULD/TOOL - STANDARD CUBE FONG KEE
103449	01.06.2005	MOULD/TOOL - BLOW PIN FOR BATTENFELD
103450	01.06.2005	MOULD/TOOL-REPLACEMENT CUBEMOUL D BATTENFELD
103454	01.06.2005	MOULD/TOOL-CONVERS.OF400ML HEXJAR TO TAMPERTEL
103601	01.11.2005	2L Milk Tool
103601	01.11.2005	Milk Trial tools
103602	01.11.2005	Modify cream bottles ex Scoresby
103602	01.11.2005	Cream bottles ex Scoresby freight
103603	01.11.2005	1L Milk Tool
103604	01.11.2005	3L Milk Tooling
103604	01.11.2005	3L Milk Tooling -trial tool
103611	30.06.2006	MOULD/TOOL - 2LT JUICE, SINGLE B1915
103629	24.10.2006	TWIN SPOUT JERRYCAN MOULD
103769	01.11.2006	2L Jerry can 4000 series tooling
103797	01.05.2007	Tooling - Heinz
103798	01.05.2007	Palletising Parts
103799	01.05.2007	Tooling Storage Crates
106797	01.05.2008	2ND AOKI TOOLING FOR 250ML HEINZ FLASK
107171	01.12.2008	250g HONEY JARS TOOLING & INSTALLATION
107172	01.12.2008	500g HONEY JARS TOOLING & INSTALLATION
107173	01.12.2008	63mm CLOSURE TOOLING & RELATED COSTS
107176	01.12.2008	AUTO PALLETISER EX PLASPAK
107177	01.12.2008	HOPPER LOADER& MASTERBATCH FEEDER
108190	01.05.2011	750ml Tooling Aoki
108191	01.11.2010	187ml Tooling Aoki
109352	01.05.2012	Tooling - 2lt Flagon
109353	01.05.2012	Tooling - 3lt Flagon
109354	01.05.2012	Tooling - 4lt Flagon
109355	31.08.2012	Tooling - 400gm Cottees
109356	31.08.2012	Tooling - 500gm Cottees
109357	31.08.2012	Tooling - 925gm Cottees
109406	01.12.2011	190ml PET Jar
109407	01.12.2011	200ml PET Jar
109408	01.12.2011	750ml PET Jar
109409	01.12.2011	1050ml PET Jar
109410	01.12.2011	Change Parts for PET Jars
110815	30.04.2012	1 Ltr Ribbed tooling - Aoki
110816	30.04.2012	990ml Tooling - Aoki
111807	31.08.2012	L Ring Tool - 100 LSquare Drum
112227	31.05.2013	Tooling - Coersion to Gempack Closure

112228 30.06.2013 Tooling - Resene Test Pot

Asset class 00003300 Dies and Moulds

102932	18.06.2004	COMPUTER EQUIPMENT <\$15,000 RWN
102956	18.06.2004	COMPUTER EQUIPMENT <\$15,000 RWN
102957	18.06.2004	COMPUTER EQUIPMENT <\$15,000 RWN
102958	18.06.2004	COMPUTER EQUIPMENT <\$15,000 RWN
102964	18.06.2004	SERVER
102965	18.06.2004	SERVER
103178	18.06.2004	DATA ACQUISITION CENTRE MODEL JENSY 1000
103179	18.06.2004	COMPUTER EQUIPMENT <\$15,000 RWN
103183	18.06.2004	COMPUTER EQUIPMENT <\$15,000 RWN
103186	18.06.2004	COMPUTER EQUIPMENT <\$15,000 RWN
103194	18.06.2004	COMPUTER EQUIPMENT <\$15,000 RWN
103337	01.06.2005	SAP Implementation & Intergration Costs
103338	01.06.2005	Comacc Timetrack Software
103339	01.06.2005	Print Server for Printer HP2300N Asset 102811
103340	01.06.2005	2300N Laserjet printer - Stores office
103341	01.06.2005	2300N Laserjet printer - Duplast Store
106412	25.06.2007	UPDATE SOFTWARE FOR TECHNICAL DEPARTMENT
106795	01.01.2008	INTOUCH MACHINE MONITORING SYSTEM
108279	31.08.2010	In touch key pads x 8 Model 48510
109269	01.08.2011	Printer - Epson Stylus Pro 9700
109320	01.07.2011	Kronos Time Clock

Asset class 00003500 Computer Equipment

102959	18.06.2004	OFFICE EQUIPMENT <\$15,000 RWN
102960	18.06.2004	OFFICE EQUIPMENT <\$15,000 RWN
103342	01.06.2005	Phone System
103343	01.06.2005	HP 2300N Laserjet printer - Admin Office #1
103659	01.05.2006	PHOTOCOPIER RICOH
103770	01.11.2006	Siemens Bar coding equipment
103771	01.11.2006	Zebra bar coding printer
103772	01.11.2006	Shared Services Support for Bar-coding
103774	01.11.2006	Cabling on Site & Two Neo Terminals
103775	01.11.2006	7 Wireless antenna & Cables

Asset class 00003600 Office Equipment

103658	01.05.2006	PABX NEC
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Asset class 00003650 Telephones / PABX

102931	18.06.2004	OFFICE FURNITURE & FITTINGS <\$15,000 RWN
102940	18.06.2004	LOCKERS X 112 - 1/2 SIZE
102961	18.06.2004	OFFICE FURNITURE & FITTINGS <\$15,000 RWN
102962	18.06.2004	OFFICE FURNITURE & FITTINGS <\$15,000 RWN
103182	18.06.2004	OFFICE FURNITURE & FITTINGS <\$15,000 RWN
103184	18.06.2004	OFFICE FURNITURE & FITTINGS <\$15,000 RWN

103185	18.06.2004	OFFICE FURNITURE & FITTINGS <\$15,000 RWN
103187	18.06.2004	OFFICE FURNITURE & FITTINGS <\$15,000 RWN
103188	18.06.2004	OFFICE FURNITURE & FITTINGS <\$15,000 RWN
103196	18.06.2004	OFFICE FURNITURE & FITTINGS <\$15,000 RWN
103207	18.06.2004	OFFICE FURNITURE & FITTINGS <\$15,000 RWN
103347	01.06.2005	Boardroom Table & Chairs
103348	01.06.2005	Book Shelf Accounts
103349	01.06.2005	Chair - Zodiac
103350	01.06.2005	Chair WD
103352	01.06.2005	Clothing Lockers
103353	01.06.2005	Computer
103357	01.06.2005	Computer - Toshiba Notebook
103360	01.06.2005	Computer 603
103361	01.06.2005	Computer Fact Mngr
103362	01.06.2005	Computer Karen
103363	01.06.2005	Computer Shirley
103364	01.06.2005	Computer Store
103365	01.06.2005	Computer 1.5GHz Office clerk
103366	01.06.2005	Computer Cabling to Store
103367	01.06.2005	Computer Desk Pur
103368	01.06.2005	Computer for label mc
103369	01.06.2005	Computer Improvements
103370	01.06.2005	Computer programme for label mc
103371	01.06.2005	Computer Server P11118GB
103374	01.06.2005	Computers -4
103375	01.06.2005	Cordless Phone WD
103376	01.06.2005	Cupboard Showroom
103377	01.06.2005	EBA Guillotine
103380	01.06.2005	Fellowes
103381	01.06.2005	File Server
103382	01.06.2005	Folding tables end conveyors
103383	01.06.2005	Fridge
103384	01.06.2005	Fridge
103385	01.06.2005	Furniture WD
103386	01.06.2005	Furniture, Meeting Room
103387	01.06.2005	Hasler Franking Mc
103389	01.06.2005	Label Machine
103390	01.06.2005	Laminator
103391	01.06.2005	Lockers - Females 4
103392	01.06.2005	Lunchroom Tables 3 , Chairs 12
103393	01.06.2005	Manchester Unit 2 slide door
103394	01.06.2005	Mobile Bookshelf
103397	01.06.2005	Mobile Phone - Nokia 7110
103398	01.06.2005	MS Office XP 2
103400	01.06.2005	Office Furniture
103401	01.06.2005	PA Amplifier
103402	01.06.2005	Photocopier - Toshiba 2060
103403	01.06.2005	Power backups -3
103404	01.06.2005	Printer - HP Deskjet 948C
103405	01.06.2005	Printer - HP Deskjet 970XI
103406	01.06.2005	Printer - Laser at Server

103407	01.06.2005	Printer - Oki
103408	01.06.2005	Printer - Oki
103409	01.06.2005	Printer - Oki 10e Laser
103410	01.06.2005	Printer - OKI Page Laser 14ex Roly
103411	01.06.2005	Ram for computer & Windows 95
103412	01.06.2005	Security Safe
103414	01.06.2005	Shredder
103415	01.06.2005	Shredders - 2
103417	01.06.2005	Software - Deskbank
103418	01.06.2005	Software - Exonet Licence
103419	01.06.2005	Software - SBT Accounting
103420	01.06.2005	Software - SBT Accounting
103421	01.06.2005	Software - SBT Sales Order
103422	01.06.2005	Table in store
103423	01.06.2005	Trolleys for Die Dept. 2
103424	01.06.2005	Ubix Business Machine
103426	01.06.2005	Warehouse Shelving
103427	01.06.2005	Water Cooler
103428	01.06.2005	Website
103429	01.06.2005	Computer (Additional Asset -

Asset class	00003700	Furniture & Fittings
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102983	18.06.2004	ELECTRICAL RETICULATION
102984	18.06.2004	PIPING - CHILLED WATER
102985	18.06.2004	PIPING - COMPRESSED AIR

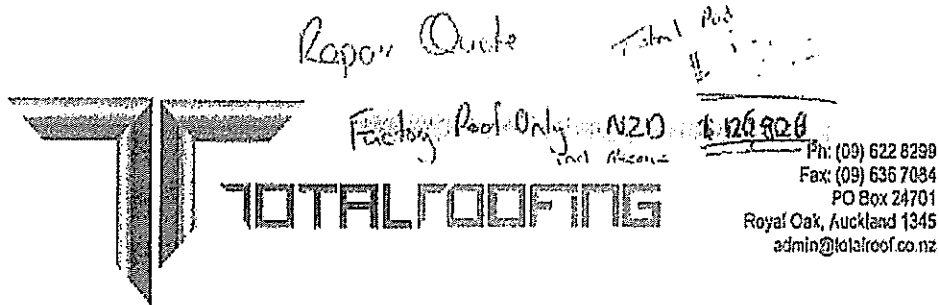
Asset class	00003900	Furniture & Fittings
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801606	30.04.2012	High Pressure Compressor
801607	31.12.2011	Machinery Improvements
801608	31.12.2011	Installation
801610	31.12.2011	Quality Testing Equipment
801899	30.09.2012	Neck Split Tooling
801974	31.03.2013	Tooling 4 Cavity Aoki Blow Mould
801991	31.01.2013	Mush Head
801993	31.05.2013	Freight
801996	31.03.2013	4 x Visual Inspection Units
802028	31.05.2013	Accumulator Conveyor & bagger
802032	30.06.2013	2Lt Milk l up Uniloy Tool - Spare parts
802035	28.02.2013	Granulator
802036	31.05.2013	Electrical
802037	30.04.2013	Plumbing
802142	31.03.2013	PET Clean room
802143	30.06.2013	Printing & Aisle
802146	30.04.2013	Injection Area
802147	31.05.2013	Compressor Room
802148	31.05.2013	Chiller Room
802184	30.06.2013	Corrective actions for required Insuranc
802185	30.06.2013	Installation of Fire Protect Sprinklers

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APPENDIX TWO

Total Roofing Quotation



Attention: David Harris
 To: VIP Packaging
 Project Site: 100 Harris Rd, East Tamaki
 Quote Date: 22nd June, 2012
 From: Brenton Newman
 Subject: Quotations for VIP factory and warehouse roof areas

Dear Sir,

We have pleasure in offering for your approval our quotations as per a site inspection.

The following quotations consist of a brief outline of the roof condition and our recommendations as quoted. All quotes are prioritized as Priority 1 = Immediately, Priority 2 = Within the next year and Priority 3 = Within the next 2-3 years.

Main Factory roof

Roof sections replacement to east and west sides of building (Priority 1)

The Styleline roof was identified as corroded/perforated and/or foot traffic damaged in locations.

We recommend the affected roof sheets at the purlin span adjacent to the gutters are cut to be removed and roof sheet slips installed to make waterproof.

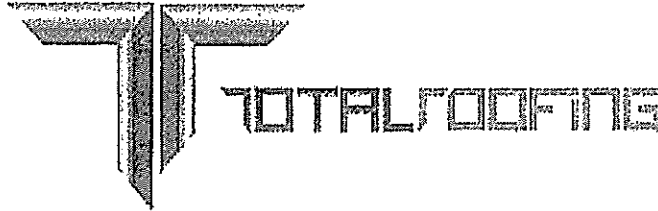
Scope of Works:

- Cut the existing 15 damaged and corroded Styleline roof sheets at the 2nd purlin up the roof incline to remove.
- Supply and install Styleline roof sheet slips in .55 gauge ZRS Colorcote of 15 @ 1.6 m to underlap the existing roof at the 2nd purlin up and overlap the gutter.

Our price to complete the above works including freight to site would be:
 \$1,507.00 + GST

Skylight replacement (Priority 2)

The skylights are evident as 'cracking' which means the skylight fiberglass content is becoming exposed. This is caused by uv degradation. Light transmission levels into the factory are low.



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 Fax: (09) 636 7084
 PO Box 24701
 Royal Oak, Auckland 1345
 admin@totalroof.co.nz

We recommend total skylight replacement to provide acceptable light transmission levels and as a long term solution of at least 20 years.

Scope of Works:

- Remove the existing 18 Styleline profile skylight runs (387 lineal metres) to the east and west sides of the main factory roof.
- Supply and install 18 Styleline profile skylight runs (378 lineal metres) in Durolite with a gel coat (20 yr light transmission warranty) with 1.1 mm thickness.
- Allowance is made for all skylight accessories consisting of purlin strips, ecofoam filler at the end spans and lap tape at the skylight mid laps to meet warranty requirements.

Our price to complete the above works would be:
 \$38,259.00 + GST

External Box Gutter replacement to east side (Priority 2)

An external gutter section to the east side is progressively corroding and we recommend this gutter section is replaced.

Scope of Works:

- Erect fixed steel scaffolding to the east wall elevation of 275 m2 to Best Practice Guidelines.
- Remove the existing corroded/perforated Box 300 gutter in 2 sections consisting of 30 lineal metres and 12 lineal metres.
- Supply and install new external Box 300 gutter in .55 gauge ZR8 Colorcote of a total 42 lineal metres with Box 300 gutter brackets in colour at 900 mm apart.
- Allowance is made for 3 droppers of 150 mm diameter in .55 gauge Colorcote to replace the existing droppers.
- Dismantle the fixed steel scaffolding of 275 m2 at completion of works.

Our price to complete the above works including freight to site would be:
 \$12,020.00 + GST

External Box Gutter replacement to west side (Priority 1)

The total external gutter to the west side is in an advanced state of corrosion/perforation and the corrosion is spreading onto the lower roof.

We recommend total gutter replacement.

Scope of Works:

- Remove the existing corroded & perforated Box 300 gutter of 79 lineal metres.
- Supply and install new external Box 300 gutter in .55 gauge ZR8 Colorcote of a total 79 lineal metres with Box 300 gutter brackets in colour at 900 mm apart.



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- Allowance is made for 5 droppers of 150 mm diameter in .55 gauge Colorcote to replace the existing droppers.
- Supply and install a 150 mm diam. external PVC downpipe of 2 metres with all required accessories including a spreader for discharge of 1 dropper onto the middle factory roof. Note that all other droppers will discharge through internal downpipes within the factory.

Our price to complete the above works including freight to site would be:
 \$8,265.00 + GST

Roof painting (Priority 2)

The metal colorsteel roof area is evident as fading, the galvanized coating beneath is oxidizing and this is exposing the metal and causing surface corrosion.

We recommend the total roof area is rust treated and an industrial grade aluminium Gilsonite paint applied to extend the life span of the existing roof by at least 10 years (warranted). Roof painting is the cost effective alternative in the short term to costly roof replacement in the medium term.

Scope of Works:

- Waterblast the total metal Styleline roof area of 3,240 m² including cleaning of the underside of the roof eaves adjacent to the gutters at the east and west sides.
- Supply and apply 1 coat of an emulsion rust neutralizer to all evidence of roof surface corrosion including the fixings and eaves.
- Supply and apply a protective film to the skylights to prevent paint overspray.
- Supply and apply 2 coats of an industrial grade aluminium roof paint to the total roof area including the eaves of 3,240 m².
- Remove all trade waste off site.

Our price to complete the above works would be:
 \$29,151.00 + GST

Mid factory roof towards west side

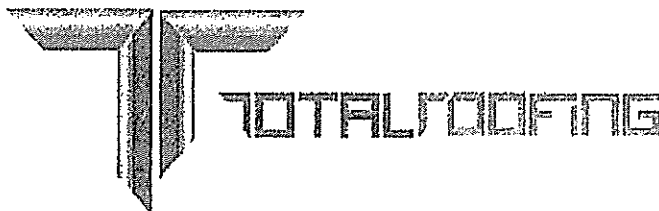
Roof section replacement (Priority 1)

The Trimline roof was identified as corroded/perforated and/or foot traffic damaged in locations.

We recommend all roof sheets at the purlin span adjacent to the gutters are cut to be removed and roof sheet slips installed to make waterproof.

Scope of Works:

- Cut all existing Trimline roof sheets of a total quantity 103 at the 2nd purlin up the roof incline to remove.



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 admin@totalroof.co.nz

- Supply and install Trimline roof sheet slips in .55 gauge Colorsteel Endura of 103 @ 1.8 m to underlap the existing roof at the 2nd purlin up and overlap the gutter.

Our price to complete the above works including freight to site would be:
 \$8,281.00 + GST

Trimline profile skylight replacement (Priority 2)

The skylights are evident as 'cracking'. Light transmission levels into the factory are low.

We recommend skylight replacement to provide acceptable light transmission levels and as a long term solution of at least 20 years.

Scope of Works:

- Remove the existing 5 Trimline profile skylight runs (118 lineal metres).
- Supply and install 5 Styleline profile skylight runs (118 lineal metres) in Durolite with a gel coat (20 yr light transmission warranty) with 1.1 mm thickness.
- Allowance is made for all skylight accessories consisting of purlin strips, ecofoam filler at the end spans and lap tape at the skylight mid laps to meet warranty requirements.

Our price to complete the above works would be:
 \$5,615.00 + GST

Superspan profile skylights replacement with Trimline skylights (Priority 2)

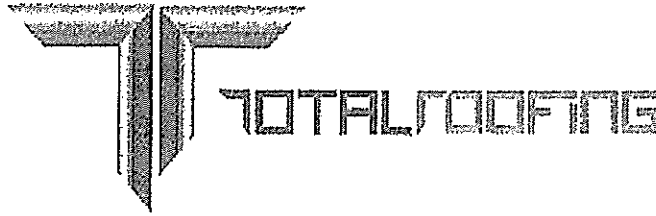
The Superspan skylights are brittle and cracks evident. They are susceptible to leaks.

We recommend the Superspan is replaced with Trimline skylights to match the existing Trimline roof.

Scope of Works:

- Remove the existing 4 Superspan profile skylight runs (95 lineal metres).
- Supply and install 4 Trimline profile skylight runs (95 lineal metres) in Topglass with a gel coat (20 yr light transmission warranty) with 1.1 mm thickness.
- Allowance is made for all skylight accessories consisting of purlin strips, ecofoam filler at the end spans and lap tape at the skylight mid laps to meet warranty requirements.
- Supply and install custom made cawling flashings in .55 gauge Colorsteel Endura of 95 lineal metres to bridge the gap between the new skylight and existing roof. Note that this gap is caused by the Superspan skylights not being the same width as the Trimline roof.

Our price to complete the above works including freight to site would be:
 \$6,699.00 + GST



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Roof plant penetrations flashings/maintenance (Priority 1)

The existing roof plant penetrations are either missing base flashings or the existing base flashings are susceptible to leaks.

We recommend flashings installation and maintenance to make waterproof.

Scope of Works:

- Supply and install apron flashings (currently missing) in .55 gauge Galvanized to the sides (2 @ 1.5 m) and front (1 @ 1.3 m) of 1 roof plant.
- Replace the side apron flashings to 1 roof plant with new custom made apron flashings in .55 gauge Galvanized of 2 @ 1.5 m to underlap and overlap the existing flashings correctly.
- Side lap fix 2 @ 1.5 m of apron flashings to 1 roof plant.
- Supply and apply a liquid membrane with reinforcing scrim to waterproof a side apron where lacking for cover to the roof at 1 roof plant.
- Supply and apply a liquid membrane with reinforcing scrim to a roof extractor at the back and side flashings to make waterproof.

Our price to complete the above works would be:
 \$1,141.00 + GST

Internal gutter rainwaterheads – butyl membrane re-adherence (Priority 1)

The existing butyl membrane is detaching at the rainwaterheads and requires re-adherence to make good.

Scope of Works:

- Solvent clean and re-adhere all butyl membrane overlaps into the 6 internal rainwaterheads.
- Solvent clean and re-adhere the butyl membrane into the 6 droppers and 6 overflows of 200 mm diameter each.

Our price to complete the above works would be:
 \$1,193.00 + GST

Roof painting (Priority 2)

The metal colorsteel roof area is evident as fading and the galvanized coating beneath is oxidizing.

We recommend the total roof area is rust treated and an industrial grade aluminium Gilsonite paint applied to extend the life span of the existing roof by at least 10 years (warranted).



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Scope of Works:

- Waterblast the total metal Trimline roof area of 1,845 m2 including cleaning of the underside of the roof eaves adjacent to the internal gutter.
- Supply and apply 1 coat of an emiertan rust neutralizer to all evidence of roof surface corrosion including the fixings and eaves.
- Supply and apply a protective film to the skylights to prevent paint overspray.
- Supply and apply 2 coats of an Industrial grade aluminium roof paint to the total roof area including the eaves of 1,845 m2.
- Remove all trade waste off site.

Our price to complete the above works would be:
 \$16,605.00 + GST

Rear Factory roof

Skylights replacement (Priority 3)

The skylights are evident as starting to 'craze'. Light transmission levels into the factory are medium level.

We recommend total skylight replacement to provide acceptable light transmission levels and as a long term solution of at least 20 years.

Scope of Works:

- Remove the existing 10 Plumdek profile skylight runs (159 lineal metres).
- Supply and install 10 Plumdek profile skylight runs (159 lineal metres) in Topglass with a gel coat (20 yr light transmission warranty) with 1.1 mm thickness.
- Allowance is made for all skylight accessories consisting of purlin strips, ecofoam filler at the end spans and lap tape at the skylight mid laps to meet warranty requirements.

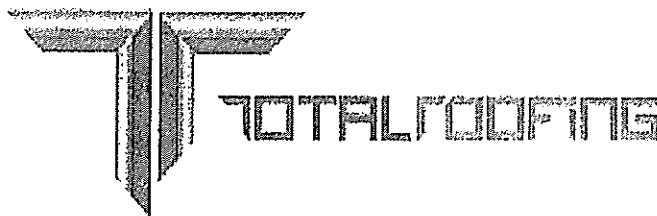
Our price to complete the above works would be:
 \$7,582.00 + GST

Droppers replacement (Priority 1)

Scope of Works:

- Replace the existing 9 corroded/perforated droppers of 200 mm diameter in .55 gauge Colorsteel Endura.

Our price to complete the above works would be:
 \$766.00 + GST



Ph: (09) 622 8299
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 PO Box 24701
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Warehouse roof

Roof section replacement to north side (Priority 1)

The Trimline roof was identified as corroded/perforated in locations.

We recommend all roof sheets at the purlin span adjacent to the gutters are cut to be removed and roof sheet slips installed to make waterproof.

Scope of Works:

- Cut existing Trimline roof sheets of a quantity 32 at the 2nd purlin up the roof incline to remove.
- Supply and install Trimline roof sheet slips in .55 gauge Colorsteel Endura of 32 @ 1.9 m to underlap the existing roof at the 2nd purlin up and overlap the gutter.

Our price to complete the above works including freight to site would be:
 \$3,053.00 + GST

Roof section replacement to south side (Priority 2)

Scope of Works:

- Cut existing Trimline roof sheets of a quantity 4 at the 2nd purlin up the roof incline to remove.
- Supply and install Trimline roof sheet slips in .55 gauge Colorsteel Endura of 4 @ 1.9 m to underlap the existing roof at the 2nd purlin up and overlap the gutter.

Our price to complete the above works would be:
 \$612.00 + GST

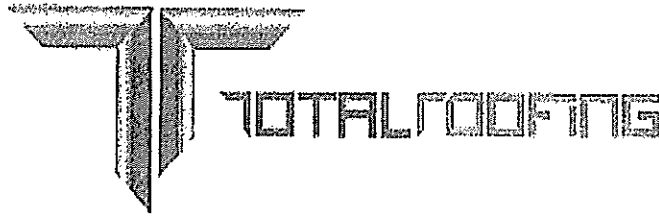
Skylight replacement (Priority 2)

The skylights are evident as 'crazing'. Light transmission levels into the warehouse are low.

We recommend total skylight replacement to provide acceptable light transmission levels and as a long term solution of at least 20 years.

Scope of Works:

- Remove the existing 24 Trimline profile skylight runs (532 lineal metres) to the north and south sides of the main warehouse roof.
- Supply and install 24 Trimline profile skylight runs (532 lineal metres) in Topglass with a gel coat (20 yr light transmission warranty) with 1.1 mm thickness.
- Allowance is made for all skylight accessories consisting of purlin strips, ecofoam filler at the end spans and lap tape at the skylight mid laps to meet warranty requirements.



Ph: (09) 622 8290
 Fax: (09) 638 7034
 PO Box 24701
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 admin@totalroof.co.nz

Our price to complete the above works would be:
 \$22,697.00 + GST

Ridging replacement (Priority 1)

The vented ridging is in an advanced state of corrosion and spreading onto the existing roof.

We recommend total ridging replacement in standard ridging with the effective and modern means of ventilation to be provided in the form of Sky Axis turbine vents as quoted below.

Scope of Works:

- Remove the existing vented ridging at the total roof apex length of 100 lineal metres.
- Remove all debris and make clean at the underside of the vent ridge.
- Supply and install custom made standard ridging in .55 gauge Colorsteel Endura of a total 100 lineal metres with flashguard to each side.

Our price to complete the above works including freight to site would be:
 \$10,762.00 + GST

Turbine roof ventilators supply & install (Priority 1)

Scope of Works:

- Supply and install 6 SkyAxis turbine ventilators of 600 mm diameter throat size per each allowing for 1 every 2nd warehouse bay at the roof apex.

Our price to complete the above works including freight to site would be:
 \$4,204.00 + GST

External Box Gutter replacement to north side at east end (Priority 1)

Scope of Works:

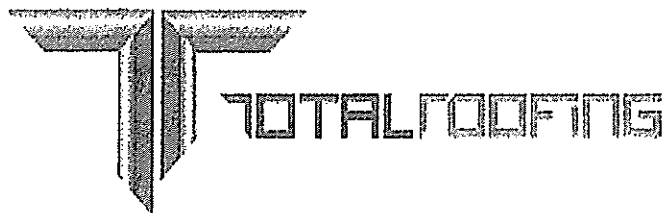
- Remove the existing corroded & perforated Box 300 gutter of 28 lineal metres.
- Supply and install new external Box 300 gutter in .55 gauge Colorsteel Endura of a total 28 lineal metres with Box 300 gutter brackets in colour at 900 mm apart.
- Allowance is made for 1 dropper of 150 mm diameter in .55 gauge Colorcoat.

Our price to complete the above works including freight to site would be:
 \$3,138.00 + GST

External Box Gutter replacement to north side at west end (Priority 2)

Scope of Works:

- Remove the existing corroded & perforated Box 300 gutter of 16 lineal metres.



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- Supply and install new external Box 300 gutter in .55 gauge Colorsteel Endura of a total 16 lineal metres with Box 300 gutter brackets in colour at 900 mm apart.
- Allowance is made for 1 dropper of 150 mm diameter in .55 gauge Colorcote.

Our price to complete the above works including freight to site would be:
 \$1,828.00 + GST

External box gutter replacement of collapsed section to south side (Option 1 – priority 1)

The existing Box Gutter has completely collapsed in 1 section and requires immediate replacement.

Scope of Works:

- Remove the existing collapsed Box 300 gutter section and associated flashings.
- Supply and install custom made fascia flashings in .55 gauge Colorsteel Endura of 29 lineal metres.
- Supply and install custom made Box 300 gutter in .55 gauge Colorsteel Endura of 29 lineal metres with external Box 300 gutter brackets in colour at 700 mm apart.
- Replace 2 droppers 150 mm diameter in Endura.

Our price to complete the above works including freight to site would be:
 \$6,100.00 + GST (Option 1)

External box gutter replacement to total length of south side (Option 2 – priority 1)

As an alternative to the above quote option 1, option 2 offers total gutter replacement as the ultimate long term solution as the rest of the guttering is progressively deteriorating to collapse.

Scope of Works:

- Remove the total Box 300 guttering and associated flashings.
- Supply and install custom made fascia flashings in .55 gauge Colorsteel Endura of 101 lineal metres.
- Supply and install custom made Box 300 gutter in .55 gauge Colorsteel Endura of 101 lineal metres with external Box 300 gutter brackets in colour at 700 mm apart.
- Replace 6 droppers 150 mm diameter in Endura.

Our price to complete the above works including freight to site would be:
 \$17,208.00 + GST (Option 2)

Roof painting (priority 2)

The metal colorsteel roof area is evident as fading and the galvanized coating beneath is oxidizing.



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We recommend the total roof area is rust treated and an industrial grade aluminium Gilsonite paint applied to extend the life span of the existing roof by at least 10 years (warranted).

Scope of Works:

- Waterblast the total metal Trimline roof area of 4,105 m² including cleaning of the underside of the roof eaves adjacent to the gutters at the north and south sides.
- Supply and apply 1 coat of an emertan rust neutralizer to all evidence of roof surface corrosion including the fixings and eaves.
- Supply and apply a protective film to the skylights to prevent paint overspray.
- Supply and apply 2 coats of an industrial grade aluminium roof paint to the total roof area including the eaves of 4,105 m².
- Remove all trade waste off site.

Our price to complete the above works would be:
 \$36,945.00 + GST

Offices/Mezzanine roof area

Skylight replacement (Priority 2)

The skylights are evident as 'crazing'. Light transmission levels are low.

We recommend total skylight replacement to provide acceptable light transmission levels and as a long term solution of at least 20 years.

Scope of Works:

- Remove the existing 4 Windek profile skylight runs (58 lineal metres).
- Supply and install 4 Windek profile skylight runs (58 lineal metres) in Duroline with a gel coat (20 yr light transmission warranty) with 1.1 mm thickness.
- Allowance is made for all skylight accessories consisting of purlin strips, ocfoam filler at the end spans and lap tape at the skylight mid laps to meet warranty requirements.

Our price to complete the above works would be:
 \$3,385.00 + GST

Roof fan to back flash (Priority 1)

Scope of Works:

- Back flash the existing roof fan with cowl flashings in .55 gauge Colorsteel Endura up to a head apron flashing at the wall (12 lineal metres) to allow rainwater run-off from behind the vent and meet code of practice.



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Our price to complete the above works including freight to site would be:
 \$1,099.00 + GST

Roof painting (Priority 2)

The metal colorsteel roof area is evident as fading and the galvanized coating beneath is oxidizing.

We recommend the total roof area is rust treated and an Industrial grade aluminium Gilsonite paint applied to extend the life span of the existing roof by at least 10 years (warranted).

Scope of Works:

- Waterblast the total metal Windek roof area of 595 m2 including cleaning of the underside of the roof eaves adjacent to the gutters.
- Supply and apply 1 coat of an emerton rust neutralizer to all evidence of roof surface corrosion including the fixings and eaves.
- Supply and apply a protective film to the skylights to prevent paint overspray.
- Supply and apply 2 coats of an Industrial grade aluminium roof paint to the total roof area including the eaves of 595 m2.
- Remove all trade waste off site.

Our price to complete the above works would be:
 \$5,355.00 + GST

Office roof area

Roof section replacement (Priority 1)

The Windek roof was identified as corroded/perforated in locations.

We recommend all roof sheets at the purlin span adjacent to the gutters are cut to be removed and roof sheet slips installed to make waterproof.

Scope of Works:

- Cut existing Windek roof sheets of a quantity 11 at the 2nd purlin up the roof incline to remove.
- Supply and install Windek roof sheet slips in .55 gauge Colorsteel Endura of 11 @ 1.7 m to underlap the existing roof at the 2nd purlin up and overlap the gutter.

Our price to complete the above works including freight to site would be:
 \$1,484.00 + GST



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Roof section replacement adjacent to ridge/ridge replacement (Priority 1)

Scope of Works:

- Cut away and replace the corroded Windek roof sections in .55 gauge ZR8 Colorcote to the upper section at each side of the roof apex (45 lineal metres).
- Replace the corroded/perforated ridge in .55 gauge ZR8 Colorcote of 13 metres.

Our price to complete the above works including freight to site would be:
 \$4,505.00 + GST

Roof painting (Priority 2)

The metal colorsteel roof area is evident as fading and the galvanized coating beneath is oxidizing.

We recommend the total roof area is rust treated and an industrial grade aluminium Gilsprite paint applied to extend the life span of the existing roof by at least 10 years (warranted).

Scope of Works:

- Waterblast the total metal Windek roof area of 417 m2 including cleaning of the underside of the roof eaves adjacent to the gutters.
- Supply and apply 1 coat of an emertan rust neutralizer to all evidence of roof surface corrosion including the fixings and eaves.
- Supply and apply 2 coats of an industrial grade aluminium roof paint to the total roof area including the eaves of 417 m2.
- Remove all trade waste off site.

Our price to complete the above works would be:
 \$3,753.00 + GST

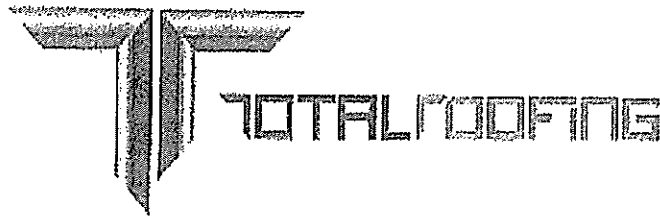
Rear canopy roof

Skylight replacement (Priority 3)

Scope of Works:

- Remove the existing 10 Multispan profile skylight runs (186 lineal metres).
- Supply and install 10 Multispan profile skylight runs (186 lineal metres) in Topglass with a gel coat (20 yr light transmission warranty) with 1.1 mm thickness.
- Allowance is made for all skylight accessories consisting of purlin strips, ecofoam filler at the end spans and lap tape at the skylight mid laps to meet warranty requirements.

Our price to complete the above works would be:
 \$10,410.00 + GST



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Please do not hesitate to contact us with any queries.

Kind Regards,

Brenton Newman
CONTRACTS MANAGER

QUOTATION ACCEPTED: YES / NO

ORDER NUMBER:

NAME:

SIGNED:

