C031167.2L

Approved by the Registrar-General of Land, Wellington No. 212336.

NORTH AUCKLAND
Land Registry Office

MEMORANDUM OF LEASE

LESSORS: COLIN VICTOR BROOKE of Auckland, Real Estate Agent and SHONA ROSE BROOKE his wife

LESSEE: COLIN VICTOR BROOKE of Auckland, Real Estate Agent and SHONA ROSE BROOKE his wife

SCHEDULE OF LAND AND FLAT

Lessors Estate

C.T. REFERENCE	DESCRIPTION OF LAND AND LOCALITY	DESCRIPTION OF FLAT
686/104 ~~78A/357~~ ~~78A/358~~ Area 1095m2	Lot 3 Deposited Plan 20748 Situated in North Auckland Land Registry	Flat No. 1 on Deposited Plan 132417 (hereinafter called "the Flat") which is part of a building erected on the said land comprising Flats Nos 1 & 2 as shown on the said plan (hereinafter called "the said building").

Encumbrances, Liens, and Interests:

Agreement as to fencing contained in Transfer No. 284657
Right of Way created by Transfer No. 284657

TERM 999 years commencing on the 16th day of August 1989

RENTAL 10 cents per annum payable yearly in advance if demanded in writing by the Lessors prior to the commencement of the year for which it is payable.

CONDITIONS The parties hereby agree that:

1. The covenants conditions and agreements set out in Schedules A, B & C herein form part of this Lease.
2. In any case where the Lessors are proprietors of a leasehold estate in the said land the covenants conditions and agreements set out in Schedule D herein form part of this Lease.
3. The words "Flat share" shall be deemed to mean a one- third share ~~of the number of flats in the said building~~
4. The words "Land share" shall be deemed to mean a one third share ~~calculated on the number of flats contained in all buildings erected on the said land~~
5. In respect of Clauses 6, 13 & 22 in the Schedules hereto where neither sub-clause (a) or sub-clause (b) has been deleted, sub-clause (a) shall form part of this Lease as hereinbefore provided and sub-clause (b) shall not.

AND the Lessors DO HEREBY LEASE to the Lessee and the Lessee DOTH HEREBY ACCEPT this Lease of the Flat to be held by the Lessee as tenant and subject to the conditions restrictions and covenants set forth herein.

IN WITNESS WHEREOF these presents have been executed this 16th day of August 1989

COLIN VICTOR BROOKE & SHONA ROSE BROOKE as Lessors in the presence of:

S R Brooke

Solicitor
Hamilton

COLIN VICTOR BROOKE & SHONA ROSE BROOKE as Lessees in the presence of:

S R Brooke

Solicitor
Hamilton

SCHEDULE A (Lessees Covenants)

THE LESSEE DOTH HEREBY COVENANT WITH THE LESSORS:

1. PAYMENT OF RENT
To pay the rent in the manner and at times hereinbefore provided.

2. PAYMENT OF MAINTENANCE EXPENSES
The Lessee shall forthwith upon demand in writing by the Lessors or their agent pay to the Lessors or a person nominated by the Lessors or a majority of the Lessors:

(a) A Flat share of all costs and expenses properly incurred by the Lessors in respect of the said building including any costs and expenses incurred pursuant to Clause 17 (a) hereof.

(b) A Land share of all costs and expenses properly incurred by the Lessors in respect of the said land including any costs and expenses incurred pursuant to Clause 17 (b) hereof.

PROVIDED ALWAYS that should any repairs become necessary or any work be required in respect of any part of the said building or the electrical and plumbing equipment, drains or other amenities serving the said building or in respect of any part of the said land as a result of the negligence or wilful act either of the Lessee or his servants, agents or invitees or of any person residing in the Flat then in any such event the Lessee shall pay to the Lessors the whole of the cost of such repairs or work.

3. RESTRICTIONS ON USE
The Lessee shall use the Flat for residential purposes only and will not do or suffer to be done any act, matter or thing which is or may be an annoyance, nuisance grievance or disturbance to the other lessees or occupants of any building on the said land and shall not bring into or keep in the Flat any cat, dog, bird or other pet which may unreasonably interfere with the quiet enjoyment of the other lessees or occupants of any building on the said land or which may create a nuisance.

4. NOT TO CREATE FIRE OR OTHER HAZARDS
The Lessee shall not bring into or keep in the Flat any goods or any substance of a highly combustible nature or do or permit to be done anything (including the unauthorised use of light or power fittings) which may render an increased premium payable for any insurance cover on any part of the said building or which may make void or voidable any such insurance cover.

5. TO COMPLY WITH STATUTES
The Lessee shall not use the Flat for any illegal purposes and the Lessee shall comply with all Statutes, Regulations and By-Laws of any Local Authority in so far as they affect the Flat.

6. (a) MAINTENANCE OF EXTERIOR AND INTERIOR BY LESSEE
The Lessee shall at his own cost and expense keep and maintain in good order condition and repair both the interior and exterior of the Flat including any electrical and plumbing equipment, drains, roof, spouting, downpipes and other amenities serving the Flat PROVIDED HOWEVER that where any part of the Flat or the electrical and plumbing equipment drains or other amenities serving the Flat also relate to or serve (a) any other flat in any building erected on the said land or (b) any part of any such building which the Lessors are liable to maintain pursuant to this Lease, then the same shall be maintained in good order condition and repair by the Lessee together with (a) the lessees of the other flats to which the same relate or which are served thereby and (b) the Lessors where the same relate to or serve any part of any such building AND the cost of so doing shall be borne by the Lessee, the lessees of such other flats and the Lessors as the case may be in such shares as may be fair and reasonable having regard to the use and benefit derived therefrom.

OR

6. (b) MAINTENANCE OF INTERIOR ONLY BY LESSEE
The Lessee shall at his own cost and expense keep and maintain in good order condition and repair the interior of the Flat (including the doors, windows and fitting of any kind but not any part of the structure, frame work or foundations) together with any electrical and plumbing equipment and any drains exclusively relating to or serving the Flat.

7. INSPECTION BY LESSORS
The Lessee shall permit the Lessors or their representatives at all reasonable times to enter the Flat to inspect the condition of the same.

8. TO KEEP COMMON AREAS CLEAR AND TIDY
The Lessee shall not leave or place in the passageways or stairways of the said building or in any parking area or in the grounds surrounding any building on the said land any obstructions whatsoever and shall not deposit any refuse or rubbish therein or thereon and shall place any rubbish containers in such reasonable location approved by the Lessors.

9. TO PAY FOR SERVICES TO FLAT
The Lessee shall duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the Flat.

10. NOT TO MAKE STRUCTURAL ALTERATIONS
The Lessee shall not make any structural alterations to the said building nor erect on any part of the said land any building, structure or fence without the prior consent of the Lessors first had and obtained on each occasion PROVIDED HOWEVER that such consent shall not be unreasonably withheld.

11. USE OF EXCLUSIVE AND COMMON AREAS
The Lessee shall not without the written consent of the Lessors in any way use or enjoy any part of the said land except: (a) The Flat (b) That part of the said land relating to the Flat marked or shown "A" on Deposited Plan No. 132417 ; (c) That part of the said land marked or shown "common area" on Deposited Plan No. 132417 but only for the purposes of reasonable ingress and egress by vehicle or on foot;

SPACES TO BE COMPLETED AND AMENDED AS NECESSARY

12. PRESERVATION OF LESSEES EXCLUSIVE AREA
The Lessee shall at all times keep all that part of the said land (and all amenities thereon) relating to the Flat marked or shown "A" on Deposited Plan No. 132417 in a neat and tidy condition and in good repair.

13. (a) SEPARATE INSURANCE EFFECTED BY LESSEE
The Lessee shall effect and at all times keep current a separate and comprehensive insurance policy (including fire and earthquake risks) to the full insurable value thereof on such parts of the said building as such Lessee holds as tenant.

OR

~~13. (b) PAYMENT OF PREMIUM ON REPLACEMENT POLICY EFFECTED BY LESSORS~~
The Lessee shall pay to the Lessors or a person nominated by the Lessors or a majority of the Lessors a Flat share of the premium and other moneys payable in respect of the policy of insurance to be effected by the Lessors pursuant to Clause 20 (b) hereof PROVIDED THAT in any case whereby arrangement between the Lessors and the insurance company the premium in respect of each Flat in the said building shall be assessed and payable separately then the Lessee shall pay the separate premium whenever the same is due direct to the insurance company and shall if and whenever required by the Lessors produce to the Lessors the receipt for payment of the same.

14. LESSEES OWNERSHIP OF SHARE IN FEE SIMPLE
The Lessee shall remain the owner of a Land share in the fee simple of the laid land while he continues to be a Lessee hereunder. If the Lessee (unless by these presents expressly authorised so to do) shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned by the same person then this Lease shall immediately determine without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed provided always that this Clause shall not apply to the first Lessee hereof.

15. PAYMENT OF RATES
The Lessee shall pay all charges and rates separately charged or levied in respect of the Flat and the Lessee's undivided share in the fee simple of the said land PROVIDED HOWEVER that if no separate charges and rates are so charged or levied then the Lessee shall pay to the Lessors the Lessee's Land share of the charges and rates charged or levied in respect of the whole of the said land.

SCHEDULE B (Lessors Covenants)

THE LESSORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE LESSEE:

16. QUIET ENJOYMENT
The Lessee performing and observing all and singular the covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the Flat without any interruption by the Lessors or any person claiming under them.

17. MAINTENANCE BY LESSORS
The Lessors shall keep and maintain in good order repair and condition:

(a) Such parts of the said building as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat forming part of the said building including the electrical and plumbing equipment, drains, roofs, spouting, downpipes and other amenities serving the same; and

(b) Such parts of the said land including the grounds, paths, fences, swimming pools and other common amenities thereon as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat.
AND will cause the aforesaid parts of the said building and the said land at all times to be managed and maintained to a high standard. In the performance of the foregoing covenants the Lessors or their agents shall have the right (if necessary) to enter the Flat in order to effect such work upon giving reasonable notice to the Lessee.

18. LEASES OF OTHER FLATS
The Lessors shall lease the other flats on the said land only on terms similar to those set forth in this Lease and whenever called upon by the Lessee so to do to enforce the due performance and observance by the lessees named in such other leases of all obligations as by such other leases are cast on such lessees and for the purposes aforesaid the Lessors do irrevocably hereby appoint the Lessee hereunder for the time being as the Attorney and in the name of the Lessors to do all such acts and in particular but not in limitation to serve such notices and institute such proceedings as may be necessary for the proper compliance by the Lessors of the obligations cast on them by this Clause.

SCHEDULE C (Mutual Covenants)

AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND EACH OF THEM AND BY AND BETWEEN THE LESSORS AND THE LESSEE:

19. DETERMINATION OF LEASE FOR DEFAULT
That if and whenever the Lessee shall have made any breach or default in the observance or performance of any of the covenants conditions and restrictions herein contained and shall not have remedied such breach or default in all respects within two months of the date of receipt by the Lessee of written notice from the Lessors (other than the Lessee) specifying such breach or default then it shall be lawful for the Lessors (other than the Lessee) to re-enter the Flat or any part or parts therof in the name of the whole and to determine this Lease and the estate and interest of the Lessee herein and to expel and remove the Lessee but without thereby releasing the Lessee from any liability for any previous breach non-observance or non-performance of any of the said covenants conditions and restrictions PROVIDED HOWEVER that any such forfeiture or determination shall be void and of no effect unless a copy of the notice specifying the breach or default by the Lessee has been served on every mortgagee of this Lease where the Lessors have actual notice of the address of the Mortgagee before or within seven days after the date of service of such notice upon the Lessee.

20. (a) RE-INSTATEMENT BY LESSEE (where Clause 13(a) applies)
That in the event of the Flat being destroyed or damaged by fire earthquake or from any cause whatsoever during the term hereby created the Lessee shall with all reasonable despatch repair and make good such destruction or damage to the reasonable satisfaction of the Lessors and the cost of so doing shall be borne by the Lessee AND in the event of such destruction or damage occurring in respect of any part of the said building not held by a lessee pursuant to any lease then the Lessors shall with all reasonable despatch repair and make good such destruction or damage and the Lessee shall bear a Flat share of the cost of so doing.

~~OR~~

~~20. (b) RE-INSTATEMENT BY LESSORS (where Clause 13(b) applies)~~
~~That the Lessors shall in the names of the Lessors and Lessee for their respective rights and interests insure and keep insured the said building against fire and earthquake and such other risks as are normally covered under a comprehensive House-owners policy for the full amount available under a replacement policy and shall pay the premiums on such policy as the same become due AND in the event of the said building being damaged or destroyed by any cause whatsoever the Lessors shall with all reasonable despatch repair and make good such destruction or damage and in the event of the moneys received under the said policy of insurance being insufficient to repair and re-instate the said building as aforesaid then the Lessee shall bear a Flat share of such insufficiency unless such damage or destruction was caused by the negligence of one or more of the Lessors in which case the insufficiency shall be borne by that party or those parties.~~

21. LESSORS NOT LIABLE FOR WATER DAMAGE
That the Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to the said building or to the Flat or by rainwater entering the Flat.

22. (a) SUBLETTING BY LESSEE
The Lessee shall be entitled to let the Flat only to a reputable and solvent subtenant and the Lessee shall ensure that the subtenant first enters into a Tenancy Agreement with the Lessee whereby the subtenant covenants not to do or permit anything to be done in upon or around the Flat which if done or permitted to be done by the Lessee would constitute a breach of any of the covenants conditions and restrictions herein contained.

OR

22. (b) RESTRICTED SUBLETTING BY LESSEE
The Lessee shall not without the prior consent in writing of the Lessors or a majority of the Lessors first had and obtained for that purpose on every occasion sublet or part with the possession or occupation of the Flat or any part thereof but such consent shall not be unreasonably or arbitrarily withheld in any case where:—

(a) the proposed subletting is for a term not exceeding one year during which the Lessee is unable to personally occupy the Flat and,
(b) the proposed subletting is to a reputable and solvent person who first enters into a Deed of Covenant with the Lessors to observe perform and fulfil all the obligations of the Lessee hereunder and to be bound by the provisions of this present clause such Deed of Covenant to be prepared by the solicitor for the Lessors at the cost and expense of the Lessee.

Any underletting within the meaning of Sub-section (2) of Section 109 of the Property Law Act 1952 without such consent as aforesaid shall constitute a breach of this present clause.

23. PERFORMANCE OF LESSEES COVENANTS BY LESSORS
That in case of default by the Lessee at any time in the observance or performance of any of the covenants conditions and restrictions herein contained it shall be lawful but not obligatory upon the Lessors or a majority of the Lessors (but without prejudice to any of the other rights powers or remedies of the Lessors) at the cost and expense of the Lessee in all things to pay all or any moneys and to do and perform all or any acts or things in the opinion of the Lessors or a majority of the Lessors reasonably necessary for the full or partial performance or observance of such covenants conditions or restrictions or any of them and if necessary or convenient for the purpose of exercising any of the powers herein conferred upon the Lessors to enter by Servants agents contractors or workmen upon the Flat or any part thereof AND the Lessee will immediately on demand pay to the Lessors all moneys so paid by the Lessors and the costs charges and expenses of each performance and observance by the Lessors and until such payment the same shall be treated as an advance to the Lessee by the Lessors and shall bear interest at the rate of Ten dollars ($10) per centum per annum computed from the date or respective dates of such moneys being expended until payment thereof to the Lessors PROVIDED HOWEVER that for the purposes of this Clause 23 the word "Lessors" shall be deemed to mean Lessors other than the Lessee.

24. POWER OF SALE OF LESSEES FLAT BY LESSORS
That in the event of this lease being determined in the manner herein provided then in any such case:—

(a) the Lessee shall at the direction of the Lessors sell his share in the fee simple of the said land to such person and at such consideration as may be nominated by the Lessors and shall execute all such documents as shall be required to complete any such sale; and

(b) the Lessors shall use reasonable endeavours to obtain a fair market price for the Lessee's said share in the fee simple but shall not be liable to the Lessee in respect of any loss howsoever incurred; and

(c) the proceeds of such sale shall be paid to the Lessors who shall be entitled to deduct therefrom all moneys owing by the Lessee to the Lessors and also all expenses and costs howsoever incurred by the Lessors in connection with the arranging of such sale and the completion thereof, and any balance of such proceeds shall be paid to the Lessee by the Lessors;

AND the Lessee doth hereby irrevocably appoint the Lessors to be the Attorneys of the Lessee for the purpose of doing any act matter or thing or executing any document required in connection with the sale of the Lessee's said share in the fee simple (in the event of the Lessee making default in so doing) and no person shall be concerned to see or enquire as to the propriety or expediency of any act matter or thing done or agreed to be done by the Lessors pursuant to this Clause AND the Lessee hereby agrees to allow ratify and confirm whatever the Lessors shall do or agree to do by virtue of any of the powers herein conferred on them PROVIDED HOWEVER that for the purposes of this Clause 24 the word "Lessors" shall be deemed to mean Lessors other than the Lessee.

25. NON-MERGER
That there shall be no merger of this Lease with the Lessee's freehold estate in the said land.

26. ARBITRATION
That if any dispute or question or difference whatsoever shall arise between the parties to this Lease or their respective representatives or assigns or between one of the parties hereto and representatives of the other of them relating to these presents or any clause or anything herein contained or the construction hereof or as to duties or liabilities of either party in connection with the said land, the said building or the Flat or as to the use or occupation thereof then and in every such case the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its Amendments or any Act in substitution therefor.

27. PROCEDURE FOR DECISIONS
That in the event of the Lessee or any Lessor requiring any matter or thing to be done by the Lessors which the Lessors are empowered to do pursuant to the terms of this Lease or pursuant to their rights and powers as owners of the said land and the buildings thereon or which may be desirable for the efficient and harmonious administration of the said land and the buildings thereon the following procedure shall be carried out:—

(a) Such Lessee or Lessor shall give notice thereof in writing setting out the proposed action and shall cause the same to be served upon all the other Lessors either personally or by leaving the same at or posting the same to the last known respective place of abode or address of the other Lessors and in the event of such notice being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof.

(b) If the proposed action is not agreed to unanimously within fourteen days after the last date of service of the said notices that matter shall deemed to be a question to be arbitrated pursuant to Clause 26 hereof.

(c) The parties hereto shall be bound by any decision arrived at in accordance with the provisions of this Clause and the parties hereto shall give all reasonable assistance in the carrying out and implementation of such decision.

28. COLOUR SCHEME
That notwithstanding the provisions of Clause 27 hereof, any exterior painting of the said building shall be carried out in such a colour scheme as is agreed upon by the Lessors but if agreement cannot be reached then the colour scheme shall be as near as is practicable to the existing colour scheme.

29. NON-DEVOLUTION OF LIABILITY
That without negativing the provisions of Sections 97 and 98 of the Land Transfer Act 1952, upon registration of a Memorandum of Transfer of the Lessee's interest hereunder to any Transferee, the Transferor shall thenceforth be released from all future liability whatsoever under the covenants and agreements herein expressed or implied but without releasing the Transferor from any liability which may have arisen hereunder prior to the registration of such Memorandum of Transfer and thenceforth after the registration of any such Memorandum of Transfer the obligations herein expressed or implied on the part of the Lessee shall in all respects devolve upon and be observed and performed by such Transferee, and the Lessors shall have no recourse to the Transferee's antecedents in title.

30. INTERPRETATION
That wherever used in these presents:—

(a) The expression "the Lessors" shall include and bind the person/s executing these presents as Lessors and all the Lessors for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessor and if more than one jointly and severally.

(b) The expression "the Lessee" shall include and bind the person/s executing these presents as Lessee and all the Lessees for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessee and if more than one jointly and severally.

(c) The expression "a majority of the Lessors" shall be deemed to mean any number of Lessors for the time being who together own more than an undivided one-half share in the fee simple of the said land.

(d) Words importing one gender shall include the other gender as the case may require.

(e) Words importing the singular or plural number shall include the plural or singular number respectively.

(f) The clause headings shall not form part of this Lease and shall have no bearing on the construction or interpretation of the same.

~~SCHEDULE D (Special Covenants for Leasehold Estates).~~

See attached clauses.

~~31. IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND THE LESSEE AS FOLLOWS:—~~

~~(a) Interpretation~~

~~(i) The expression "Head Lease" means the Memorandum of Lease referred to in the Schedule of Land and Flat and the expressions "Head Lessor" and "Leasehold Estate" shall have corresponding meanings.~~

~~(ii) The expressions "fee simple" "freehold interest" and "freehold estate" where they occur in Schedules A, B & C hereof shall unless inconsistent with the context refer to and include the leasehold estate.~~

~~(b) Lessee to pay share of Head Lease rental~~
~~That the Lessee will upon demand in writing by the Lessors pay to the Lessors or a person nominated by the Lessors or a majority of the Lessors a fair share of the rental from time to time payable under the Head Lease and any other moneys expended by the Lessors in the performance of their obligations thereunder or in or about any renewal thereof as hereinafter provided.~~

~~(c) Lessee to observe terms of Head Lease~~
~~That the Lessee will from time to time and at all times observe perform and keep all and singular the covenants agreements and conditions contained and implied in the Head Lease so far as they affect the Flat and will save and keep harmless and indemnified the Lessors from and against all costs claims damages expenses actions and proceedings for or on account of breach of covenant or otherwise under the Head Lease as shall be occasioned by breach by the Lessee of any covenant condition or agreement herein contained or implied and on his part to be observed performed or fulfilled.~~

~~(d) Lessors to pay Rent and observe Covenants:~~
~~That the Lessors shall and will throughout the term hereby created pay the rent reserved by and duly and punctually perform and observe all and singular the covenants and provisions expressed or implied in the Head Lease and on the part of the Lessee thereunder to be performed and observed and will not do omit or suffer any act or thing whereby or in consequence whereof the power of re-entry into possession or any of the incidental ancillary or subsidiary powers vested in the Head Lessor by the Head Lease shall or may become exercisable.~~

~~(e) Rights of Renewal~~

~~That the Lessors will from time to time and so often as the same shall require to be done and at all proper times for so doing give all such notices do all such things execute all such documents and pay all such costs, charges and expenses as shall or may be necessary or desirable to procure from the Head Lessor the renewal of the Head Lease and of every lease so procured AND when and so often as the Head Lessor shall grant and execute unto the Lessors hereunder a new Head Lease as aforesaid the Lessors hereunder will at the cost and expense of the Lessee hereunder deliver unto the Lessee hereunder and the Lessee hereunder shall accept and take in substitution for this present sublease or (as the case may be) for the then last preceding sublease of the Flat for the term of such newly granted head lease less the last day thereof a sublease at the same Flat share of rental and upon with and subject to the same covenants agreements conditions and provisions as are herein contained and implied including this present clause AND for the better enabling the Lessee hereunder to secure and enjoy the benefit of this present Clause the Lessors for the time being hereunder DO HEREBY JOINTLY AND EACH OF THEM DOTH SEVERALLY IRREVOCABLY NOMINATE CONSTITUTE AND APPOINT the Lessee for the time being hereunder the Attorney for them and each of them and in their name and in the name of each of them to give all such notices and to do all such acts matters and things and to make all such appointments and to pay all costs, charges and expenses and to give, make execute and deliver all such documents and paper writings as shall for all or any of the purposes aforesaid be desirable necessary or expedient.~~

31. THAT the Lessors other than the Lessee shall not during the term hereby created be entitled to use occupy or enjoy that part of the said land adjacent to the flat shown marked "A" on Deposited Plan 132417 (hereinafter called "the said area") TO THE INTENT that the foregoing restrictive covenant shall at all times during the term hereof remain appurtenant to the estate and interest of the Lessee in the flat for all purposes connected with the use occupation and enjoyment thereof PROVIDED HOWEVER that the Lessors shall be entitled to enter upon the said part of the land to the extent that may be necessary in order to effect repairs or maintenance to the said building or any services relating thereto AND the Lessee shall at all times keep the said area in a neat and tidy condition and in good repair.

32. THAT the Lessors reserve the right at any time hereafter to erect on that part of the said land marked "C" on the said Flat Plan (hereinafter called "the relevant area") a dwelling unit conforming in all respects to:

(a) the requirements of the Local Authority and any other authority having jurisdiction; and
(b) the requirements set forth in any agreement for the time being in force between the Lessors and the Lessee relating to the erection of such dwelling unit

and in order to give effect to the foregoing the Lessors and their representatives agents workmen contractors and their servants and other persons authorised in that behalf by the Lessors may enter onto and remain on the relevant area at all reasonable times with or without motor vehicles machinery and equipment necessary or desirable to erect such dwelling unit provided that the Lessors shall take all reasonable steps to minimise any inconvenience to the Lessee occasioned by such work.

33. THAT on substantial completion by the Lessors of the dwelling unit referred to in Clause 32 hereof the Lessee shall at the cost in all things of the Lessors and when so requested by the Lessors join in and execute as Co-Lessor a lease of the said dwelling unit for a term corresponding with the unexpired period of these presents, which lease shall contain a restrictive covenant in the same form as Clause 31 hereof in respect of such portion of the relevant area exclusive of the new dwelling unit, and shall otherwise contain the same terms and conditions as are contained in these presents (excluding however Clauses 32 to 36 hereof) and the Lessee shall do all things as shall be necessary or desirable in order to enable registration of such lease (including co-operating in the deposit of a new flats plan) and to obtain the consent thereto of any Mortgagee of the Lessee's estate or interest in the said land.

34. THAT in consideration of the granting to the Lessee of this Memorandum of Lease the Lessee doth hereby irrevocably nominate constitute and appoint the Lessors, any any nominee of the Lessors to be the true and lawful attorneys and attorney of the Lessee both as Lessee and as registered proprietor of any interest in the fee simple of the said land and on behalf of the Lessee as Lessee and/or as such registered proprietor and as fully and effectually as the Lessee either as Lessee and/or registered proprietor could do if personally present to execute for the Lessee in any capacity hereunder the lease referred to in Clause 31 hereof and to sign and use the name of the Lessee in any capacity to such lease and to do all such other acts and things (including signing any new flats plan) as shall be necessary or desirable to effect registration of such lease.

35. THAT if and whenever any person or persons is/are registered proprietors of any estate in fee simple in the said land and such person or persons is/are not the registered proprietors of an estate of leasehold in a flat or dwelling erected on the said land then such person or persons shall for the purpose of Clauses 32, 33 and 34 hereof and to the exclusion of all and any other person or persons be deemed to be the Lessors referred to in such clauses.

36. THAT once erection of the dwelling unit referred to in Clause 32 hereof has been completed and the lease thereof referred to in Clause 33 hereof has been registered Clauses 32 to 35 (inclusive) hereof shall have no further force or effect.

ACB

REGISTERED IN DUPLICATE

Correct for the purposes of the Land Transfer Act.

.....

Solicitor for the Lessee

TO: The District Land Registrar

It is requested that you note the lessor's restrictive covenant contained in clause 31 of the lease against the fee simple title to the said land.

.....

Solicitor for Lessee

Composite C.T. 78A / 357 ✓ ~~and~~
Includes a $\frac{1}{3}$ share in fee simple

LEASE

Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

.....

District
Assistant Land Registrar
of the District of Wellington

TO: The District Land Registrar

Please issue a composite Certificate of Title for an undivided one-third share of the fee simple and leasehold interests contained herein.

.....

Solicitor for Lessee

I hereby certify, for the purposes of the Stamp and Cheque Duties Act 1971, that no conveyance duty is payable on this instrument by reason of the application of section 24(1) of the Act, and that the provisions of subsection (2) of that section do not apply

Solicitor for Lessee/Lessor

PARTICULARS ENTERED IN THE REGISTER
LAND REGISTRY: AUCKLAND
11.AUG89 10:42
686/10
0311621
ASSL LAND REGISTRAR

3F L(DNP) $110

JESPERSEN JOHNSTON & ASKELUND
SOLICITORS
HENDERSON

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