

GRIFFIOEN.

RECORD OF TITLE

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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
CROSS LEASE**



**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**

R.W. Muir
Registrar-General
of Land

Identifier **CB31F/410**
Land Registration District **Canterbury**
Date Issued 14 October 1988

Prior References
CB30A/541

Estate Fee Simple - 1/2 share
Area 780 square metres more or less
Legal Description Lot 8 Deposited Plan 51440

Registered Owners

Brenda Alison Sugrue, Kerry Ann Sugrue, Richard Edmund Sugrue, Jane Margaret Sugrue and Elizabeth Marilyn Sugrue

Estate Fee Simple - 1/8 share
Area 139 square metres more or less
Legal Description Lot 14 Deposited Plan 51440

Registered Owners

Brenda Alison Sugrue, Kerry Ann Sugrue, Richard Edmund Sugrue, Jane Margaret Sugrue and Elizabeth Marilyn Sugrue

Estate	Leasehold	Instrument	L 769451.1
		Term	999 years commencing on 12.9.1988
Legal Description	Flat 1 Deposited Plan 53509		

Registered Owners

Brenda Alison Sugrue, Kerry Ann Sugrue, Richard Edmund Sugrue, Jane Margaret Sugrue and Elizabeth Marilyn Sugrue

Interests

Subject to Section 206 Land Act 1924 (affects fee simple)
682209.3 Easement Certificate specifying the following easements

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way, right to drain sewage and water, right to convey water, electric power and telephonic communications	Lot 8 and Lot 14 Deposited Plan 51440 - herein	F & N DP 51440	Lot 6 Deposited Plan 51440	

Right of way,right to drain sewage and water,right to convey water,electric power and telephonic communications	Lot 8 and Lot 14 Deposited Plan 51440 - herein	F & N DP 51440	Lot 7 Deposited Plan 51440
Right of way,right to drain sewage and water,right to convey water,electric power and telephonic communications	Lot 8 and Lot 14 Deposited Plan 51440 - herein	F & N DP 51440	Lot 9 Deposited Plan 51440
Right of way,right to drain sewage and water,right to convey water,electric power and telephonic communications	Lot 8 and Lot 14 Deposited Plan 51440 - herein	F & N DP 51440	Lot 10 Deposited Plan 51440
Right of way,right to drain sewage and water,right to convey water,electric power and telephonic communications	Lot 8 and Lot 14 Deposited Plan 51440 - herein	F & N DP 51440	Lot 11 Deposited Plan 51440
Right of way,right to drain sewage and water,right to convey water,electric power and telephonic communications	Lot 8 and Lot 14 Deposited Plan 51440 - herein	F & N DP 51440	Lot 12 Deposited Plan 51440
Right of way,right to drain sewage and water,right to convey water,electric power and telephonic communications	Lot 8 and Lot 14 Deposited Plan 51440 - herein	F & N DP 51440	Lot 13 Deposited Plan 51440

Identifier**CB31F/410**

Right of way,right to drain sewage and water,right to convey water,electric power and telephonic communications	Lot 8 and Lot 14 Deposited Plan 51440 - herein	F DP 51440	Lot 2 Deposited Plan 50368
Right of way,right to drain sewage and water,right to convey water,electric power and telephonic communications	Lot 8 and Lot 14 Deposited Plan 51440 - herein	F DP 51440	Lot 3 Deposited Plan 50368
Right of way,right to drain water and sewage,right to convey water,electric power and telephonic communications	Lot 6 Deposited Plan 51440	H P DP 51440	Lot 8 and Lot 14 Deposited Plan 51440 - herein
Right of way,right to drain water and sewage,right to convey water,electric power and telephonic communications	Lot 7 Deposited Plan 51440	G O DP 51440	Lot 8 and Lot 14 Deposited Plan 51440 - herein
Right of way,right to drain water and sewage,right to convey water,electric power and telephonic communications	Lot 9 Deposited Plan 51440	E M DP 51440	Lot 8 and Lot 14 Deposited Plan 51440 - herein
Right of way,right to drain water and sewage,right to convey water,electric power and telephonic communications	Lot 10 Deposited Plan 51440	D L DP 51440	Lot 8 and Lot 14 Deposited Plan 51440 - herein

Right of way, right to drain water and sewage, right to convey water, electric power and

telephonic communications

Right of way, right to drain water and sewage, right to convey

water, electric power and

telephonic communications

Right of way, right to drain water and sewage, right to convey

water, electric power and

telephonic communications

The easement specified in Easement Certificate 682209.3 are subject to Section 309(1)(a) Local Government Act 1974 682209.4 Transfer creating the following easements in gross (affects fee simple)

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Drain water	Lot 8 and Lot 14 Deposited Plan 51440 - herein	Parts herein	Christchurch Drainage Board	

The easement granted by Transfer 682209.4 is subject to Section 309(1)(a) Local Government Act 1974 682209.5 Transfer creating the following easements in gross (affects fee simple)

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Drain sewage	Lot 8 and Lot 14 Deposited Plan 51440 - herein	Parts herein	Christchurch Drainage Board	

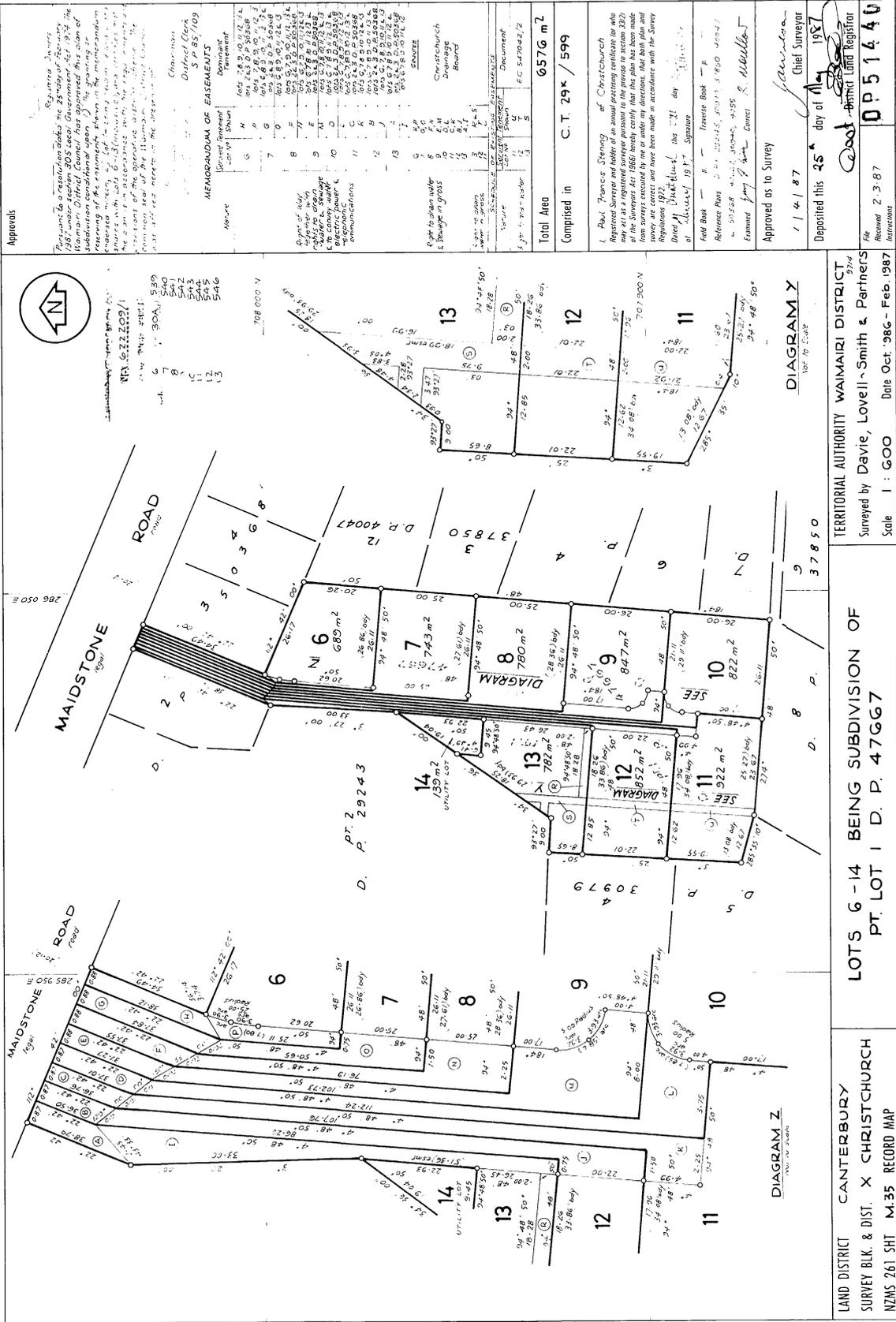
The easement granted by Transfer 682209.5 is subject to Section 309(1)(a) Local Government Act 1974

682209.6 Transfer creating the following easements Term 999 years commencing on 26.11.1986 (affects fee simple)

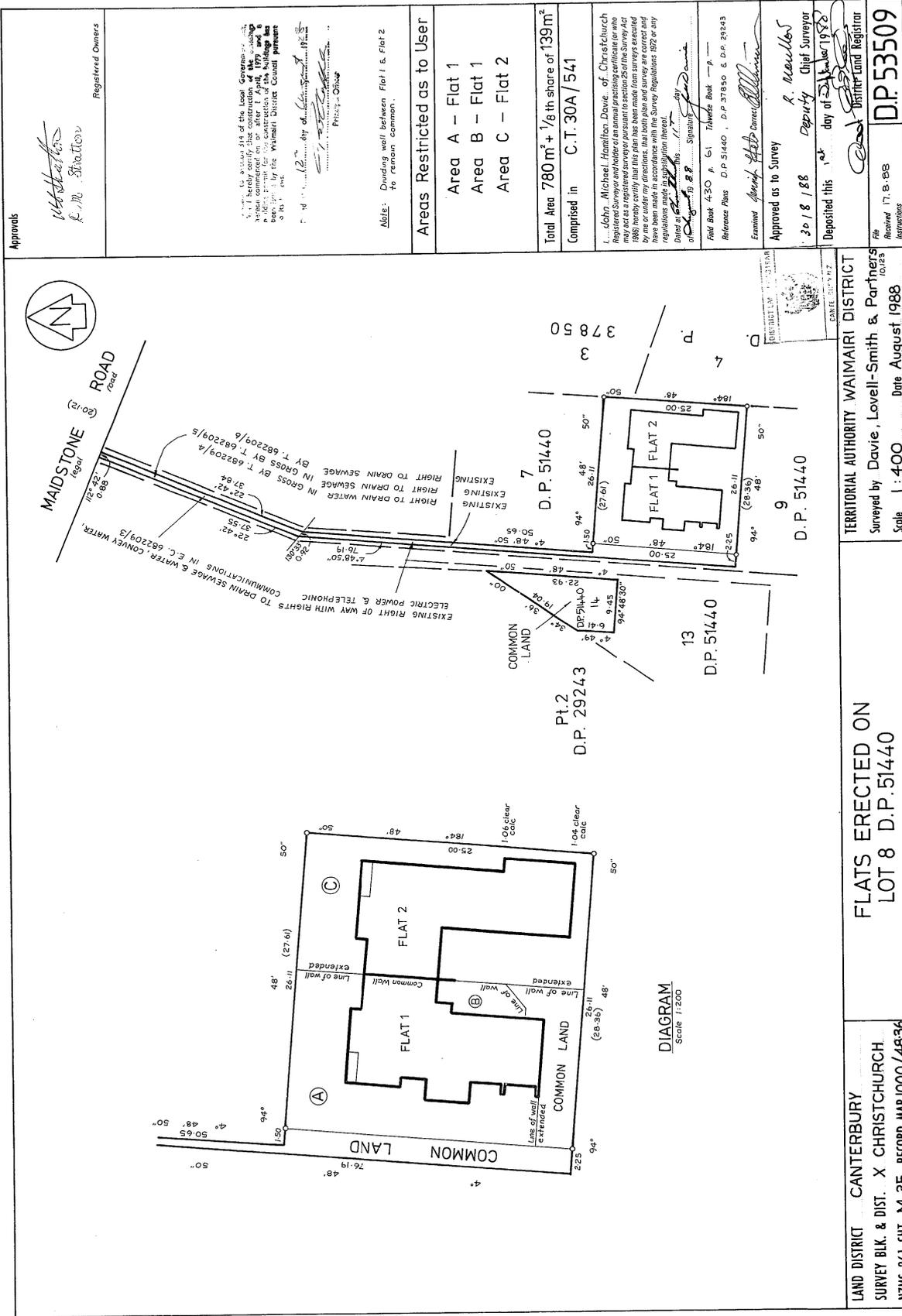
Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Drain sewage	Lot 8 and Lot 14 Deposited Plan 51440 - herein	Part herein	Lot 2 Deposited Plan 29243 - CT CB27B/545	

769451.1 Lease of Flat 1 DP 53509 Term 999 years commencing on 12.9.1988 Composite CT CB31F/410 issued - 14.10.1988 (affects fee simple)

769451.3 Lease of Flat 2 DP 53509 Term 999 years commencing on 12.9.1988 Composite CT CB31F/411 issued - 14.10.1988 (affects fee simple)



Approved as Survey 1/4/87
 Deposited this 23rd day of February 1987
 Chief Surveyor
 1987
 Examined by R. M. Mallett
 Director
 DP 51440
 Date Oct. 1986 - Feb. 1987



W. A. ROBERTSON SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

Approvals
W. M. Stratton
Registered Owners

1. The Local Government of Christchurch has approved the proposed subdivision of the land shown on the plan for the construction of the buildings as shown on the plan.

2. The Local Government of Christchurch has approved the proposed subdivision of the land shown on the plan for the construction of the buildings as shown on the plan.

3. The Local Government of Christchurch has approved the proposed subdivision of the land shown on the plan for the construction of the buildings as shown on the plan.

4. The Local Government of Christchurch has approved the proposed subdivision of the land shown on the plan for the construction of the buildings as shown on the plan.

5. The Local Government of Christchurch has approved the proposed subdivision of the land shown on the plan for the construction of the buildings as shown on the plan.

6. The Local Government of Christchurch has approved the proposed subdivision of the land shown on the plan for the construction of the buildings as shown on the plan.

7. The Local Government of Christchurch has approved the proposed subdivision of the land shown on the plan for the construction of the buildings as shown on the plan.

8. The Local Government of Christchurch has approved the proposed subdivision of the land shown on the plan for the construction of the buildings as shown on the plan.

9. The Local Government of Christchurch has approved the proposed subdivision of the land shown on the plan for the construction of the buildings as shown on the plan.

10. The Local Government of Christchurch has approved the proposed subdivision of the land shown on the plan for the construction of the buildings as shown on the plan.

Note: Dividing wall between Flat 1 & Flat 2 to remain common.

Areas Restricted as to User
Area A - Flat 1
Area B - Flat 1
Area C - Flat 2

Total Area 780m² + 1/8 th share of 139m²
Comprised in C.T. 30A/541

I, John, Michael, Hamilton Davie, of Christchurch Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 28 of the Survey Act 1980) hereby certify that this plan has been made from surveys executed by me or under my direction, and that the same are in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at Christchurch this 11th day of August 1988.

Field Book 4:50 p. 61
Reference Plans D.P. 51440, D.P. 37850 & D.P. 29243

Examined *Frank Hobbs* Deputy Chief Surveyor
Approved as to Survey
30/8/88 day of August 1988

Deposited this 30th day of August 1988
District Land Registrar
D.P. 53509
Received 17.8.88
Instructions

DOB1 FORM 015

EASEMENT CERTIFICATE

Canterbury Land Registry Office

(IMPORTANT—Registration of this certificate does not of itself create any of the easements specified herein.)

I, SUBURBAN ESTATES LIMITED at Christchurch,

being the registered proprietor of the land described in Schedule 'A' hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Christchurch on the _____ day of _____ 19 87 under No. 51440 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'

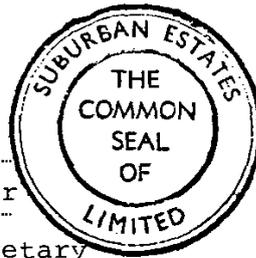
C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
	Right of Way, Right to Drain Water, Right to drain sewage, Right to convey water, and Right to convey electric power and telephonic communications	6	H	Lots 7, 8, 9, 10, 11, 12, 13 & Lots 2 & 3 DP 50368
			P	Lots 7, 8, 9, 10, 11, 12, 13
		7	G	Lots 6, 8, 9, 10, 11, 12, 13 & Lots 2 & 3 DP 50368
			O	Lots 6, 8, 9, 10, 11, 12 & 13
		8	F	Lots 6, 7, 9, 10, 11, 12, 13 & Lots 2 & 3 DP 50368
			N	Lots 6, 7, 9, 10, 11, 12 & 13
		9	E	Lots 6, 7, 8, 10, 11, 12, 13 & Lots 2 & 3 DP 50368
			M	Lots 6, 7, 8, 10, 11, 12 & 13
		10	D	Lots 6, 7, 8, 9, 11, 12 & 13
			L	Lots 2 & 3 DP 50368
		11	C	Lots 6, 7, 8, 9, 10, 12 & 13
			K	Lots 2 & 3 DP 50368
		12	B	Lots 6, 7, 8, 9, 10, 11 & 13 & Lots 2 & 3 DP 50368
J	Lots 6, 7, 8, 9, 10, 11 & 13			
13	A	Lots 6, 7, 8, 9, 10, 11 & 12 & Lots 2 & 3 DP 50368		
	I	Lots 6, 7, 8, 9, 10, 11 & 12		

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this first day of May 19 87

THE COMMON SEAL of SUBURBAN ESTATES
Signed by the above named LIMITED was hereunto
in the presence of affixed in the presence of



Witness: _____
Occupation: _____ Director
Address: _____ Director/Secretary

[Handwritten signatures]

Correct for the purposes of the Land Transfer Act

[Handwritten signature]
Solicitor for the Registered Proprietor

7

SCHEDULE 'B'

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and Powers:

In addition to the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee and his tenants (in common with the Grantor, his tenants and any other person lawfully entitled so to do) from time to time and at all times to convey electric power and telephone communication across the land over which the easement is granted or created together with the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee and his tenants (in common with the Grantor his tenants and any other person lawfully entitled so to do) for the purpose as aforesaid:

(a) To use any line of pipes, electric power poles, supply wires, conduit pipes and mains of all description already laid or any pipes, electric power poles, supply wires, conduit pipes and mains as aforesaid in replacement or in substitution for all or any of such pipes, electric power poles, supply wires, conduit pipes and mains as aforesaid.

(b) Where no such line of pipes, electric power poles, supply wires, conduit pipes and mains as aforesaid exist to lay, place, maintain, construct and erect or to have laid, placed, maintained, constructed or erected such line of pipes, electric power poles, supply wires, conduit pipes and mains as aforesaid as may be respectively required for such of the aforesaid purposes under or over the surface (as the parties decide) of the land over which the easement is granted or created and along such line as may be defined for such purposes or purpose.

(c) In order to construct or maintain the efficiency of any such line of pipes, electric power poles, supply wires, conduit pipes and mains as aforesaid the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee, his tenants, servants, agents and workmen with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining and renewing such line of pipes, electric power poles, supply wires, conduit pipes and mains as aforesaid or any part thereof and of opening up the soil of that land to such extent as may be necessary and *



SCHEDULE 'C'

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

(a) The cost of formation, installation, maintenance and repair of the right of way, sewerage pipes, water pipes, power poles and wires, shall be borne by the registered proprietors of the tenements using the same in the proportion which such rights are used by each of the registered proprietors and so that no registered proprietor shall bear the cost of any such formation, installation, maintenance and repair in respect of any part which is not used by him.

(b) If any such repair or maintenance becomes necessary through the omission neglect or default of any one or more registered proprietors then that registered proprietor or if more than one then those registered proprietors shall bear the whole of the cost of such repair or maintenance.

(c). If any dispute shall arise between any of the registered proprietors as to the cost or type of formation of the said rights of way, sewerage pipes, water pipes, power poles and wires or otherwise arising out of or touching or concerning these presents then such dispute shall be referred to arbitration under the provisions of the Arbitration Act 1908 and its amendments.



* reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the Grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operation is repaired.



JLW
74/4

Registration of Transfer 712687/3
creates the easements relative to Lot 2 DP 50368
20.11.1987 at 9.03 am

ALR

Registration of Transfer 729668/2 creates the within easements relative to Lot 9 DP 51440 - 7.3.1988 at 11.47 a.m.

Registration of Transfer 734403/2
creates the easements relative to Lot 51440
17.4.1988 at 9.57 am

ALR

Registration of Transfer 784913/2 creates the within easements relative to Lot 2 DP 50368 - 24.1.1989 at 10.57 a.m.

THE WITHIN EASEMENTS WHEN CREATED WILL BE SUBJECT TO SECTION 309(1)(c) LOCAL GOVERNMENT ACT 1974.

Registration of Transfer 815808/1
creates the easements relative to Lot 11 DP 51440
1.1.89 at 9.40 am

EASEMENT CERTIFICATE

Particulars entered in the Register at the date and time recorded below in the REGISTER

[Signature]
District of Canterbury
Land Registrar
Assistant
of the District of Canterbury

Registration of Transfer 882968/2
creates the within easements relative to Lot 12 DP 51440 & 1/8th share in Lot 14 DP 51440-25-6-1990 at 11:46 am

[Signature]
ALR
ASST LAND REGISTRAR
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTEBURY
9.40 25.MAY87 C 882209

29/5/89
796

C82209/3
©

DUNCAN, COTTERILL & CO.
SOLICITORS
CHRISTCHURCH, N.Z.

THE CAXTON PRESS, CHRISTCHURCH

682209.4 TE

Approved by the D.L.R., Christchurch, No. 964816

MEMORANDUM OF TRANSFER

(GRANT OF RIGHT TO CONVEY AND DRAIN WATER)

WHEREAS SURBURBAN ESTATES LIMITED of Christchurch

is registered as the proprietor of an estate in fee simple
subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed
hereon in all those pieces of land situated in the Christchurch Survey District
containing together 6437 m²
being lots 16, 17 and 13 on deposited plan 51440
Certificate of Title 29K/599

(Canterbury Registry)

AND WHEREAS the above registered proprietor (s) (hereinafter referred to as and included in the term "the transferor") has (have) agreed to grant unto the CHRISTCHURCH DRAINAGE BOARD a body corporate constituted by an Act of the General Assembly of New Zealand intituled the Christchurch District Drainage Act 1951 and having its office at Christchurch (hereinafter with its successors and assigns referred to as and included in the term "the Board") the rights, liberties and easements hereinafter contained.

NOW THEREFORE in consideration of the premises and of the covenants on the part of the Board hereafter contained the transferor HEREBY TRANSFERS AND GRANTS unto the Board the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter to take carry convey lead and drain

fluid and water (whether rain tempest storm spring artesian ground seepage or well or condensing or cooling or other water)

in any quantities and any other liquid or matter usually conveyed and carried in drains through over along or under those parts of the above described lands as are shown on deposited plan 51440 as to

- ~~lot = 11 = marked = "H" = as = to = lot = 12 = marked = "P" = and = as = to = lot = 13 = marked = "S"~~
- Lot 6 marked "H" and "P"
- Lot 7 marked "G" and "O"
- Lot 8 marked "F" and "N"
- Lot 9 marked "E" and "M"
- Lot 10 marked "D" and "L"
- Lot 11 marked "C"; "K" and "U"
- Lot 12 marked "B", "J" and "T"
- Lot 13 marked "A", "I", "R" and "S" ✓

(such parts of the above described lands being hereinafter referred to as the "easement line") and for such purposes and for other purposes of these presents full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter to lay make construct erect maintain alter and repair drains of such sizes and specifications as the Board may from time to time think fit and with or without headwalls manholes valves and surface boxes and other appurtenant structures as the Board shall from time to time think fit through over along or under the easement line (such drains being piped drains)

~~open drains~~
~~open or piped drains as the Board from time to time thinks fit~~

Vary as applicable

and with surveyors workmen contractors and other persons horses carts wagons motor vehicles machinery material implements tools and things to enter upon the easement line and the land contiguous thereto belonging to the transferor and for those purposes to have access to and from the street across the remainder of the above described lands and to bring on to the easement line and remove therefrom such material machinery or other things as the Board shall from time to time think fit and to sink and to make trenches and shafts on the easement line and to remove and carry away as hereinafter mentioned any of the clay and gravel shingle stones and earth which in the opinion of the Board it shall be necessary to take out of the easement line and to inspect maintain cleanse repair extend remove and enlarge or replace any such drains headwalls manholes valves surface boxes and other appurtenant structures and generally to do and perform such acts and things in or upon the above described lands as may be necessary or proper for or in relation to any of the purposes aforesaid.

AND for the considerations aforesaid the transferor HEREBY COVENANTS with the Board as follows:-

1. THAT the transferor will not build under over or upon the easement line or plant trees upon or permit or allow trees or any roots thereof to grow upon the easement line.
2. THAT the transferor will not do or permit or suffer to be done any thing which may in any way injure or damage any drain or headwall manhole valve or surface box or other appurtenant structures as aforesaid now in or on the easement line or any drain or headwall manhole valve or surface box or other appurtenant structure as aforesaid which may hereafter be laid made constructed or erected as aforesaid or interfere with the free flow and passage through such drain of any matter hereby authorised to be carried in the same.
3. THAT if the transferor does or knowingly suffers to be done anything which shall injure or damage any drain or headwall manhole valve or surface box or appurtenant structure as aforesaid now in or on the easement line or any drain or headwall manhole valve or surface box or appurtenant structure as aforesaid which may hereafter be laid made constructed or erected as aforesaid or shall interfere with the free flow or passage through such drain of any matter hereby authorised to be carried in the same the transferor shall and will forthwith at the cost and expense of the transferor properly and substantially repair and make good all such injury or damage and restore such free flow and passage aforesaid and do all things necessary and expedient for the purposes aforesaid or any of them.
4. THAT the transferor will not do or permit or suffer any act whereby the rights liberties and easements or any of them hereby granted to the Board or whereby anything laid made constructed or erected under or pursuant to any right herein contained may be interfered with or affected and if the level of the surface of the easement line shall be so altered or affected by the transferor as to make any drain headwall manhole valve or surface box or other appurtenant structures aforesaid unusable the transferor will forthwith at the option of the Board repair or amend the same or pay to the Board the cost of so doing.

IN WITNESS whereof these presents have been executed by the parties hereto the

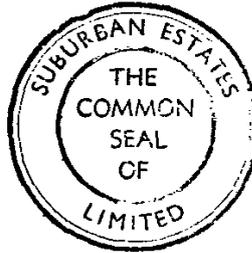
1st

day of

May

one thousand nine hundred and eighty-seven

THE COMMON SEAL of:)
SUBURBAN ESTATES LIMITED)
was hereto affixed in)
the presence of:)



[Signature]
DIRECTOR

[Signature]
SECRETARY

THE COMMON SEAL of the CHRISTCHURCH DRAINAGE BOARD was hereto affixed pursuant to a Resolution of the Board.



[Signature] Chairman

[Signature] Chief Admin. Officer

CONSENTS TO THE GRANT OF THE FOREGOING EASEMENT

5. THAT the transferor and all and every person or persons lawfully and equitably claiming through or under him, them or any of them will at all times at the request and cost of the person or persons body or bodies requiring the same execute and do every assurance and thing for further or more perfectly assuring granting and confirming all or any of the rights liberties and easements hereinbefore expressed to be hereby transferred and granted unto and to the use of the Board as by it shall be reasonably required.

AND the Board HEREBY COVENANTS with the transferor as follows:-

1. THAT it will at all times hereafter repair and cleanse any drain to which these presents relate and which is now in the easement line and every drain which may hereafter be laid made constructed or erected by the Board as aforesaid in such manner that the same shall not be a nuisance or annoyance to the transferor or to the registered proprietor or proprietors occupier or occupiers of the above described lands.

2. THAT it will remove and carry away all clay gravel shingle stones and earth which shall be excavated or taken out and not used or otherwise disposed of in laying making constructing erecting inspecting maintaining cleansing repairing extending altering removing enlarging or replacing any drain as aforesaid or in the making or sinking of any trenches or shafts and shall without delay restore the surface of the easement line as nearly as possible to the condition and state in which it was immediately prior to its disturbance by the Board.

3. THAT it will repair and make good any damage which may be done to any fence or fences or to any part of the above described lands incurred in the exercise by it of any of the rights liberties or easements hereinbefore contained. PROVIDED however that the Board shall not be responsible for or be held liable to contribute to the cost of removing existing buildings or similar improvements or any trees or any roots thereof which are at present on the easement line. AND PROVIDED FURTHER that the Board shall not be liable for any damage to any pipes in the easement line (save as provided in paragraph 1 of the Board's covenants) where in the exercise of the rights liberties or easements aforesaid such damage cannot reasonably be prevented.

AND IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows:-

1. NOTHING herein contained or implied shall be deemed to compel the Board to conduct any fluid water or matter hereinbefore referred to through any such drain as aforesaid or the easement line and the Board may commence discontinue or resume such drainage at will.

2. ANY right of action which shall at any time hereafter accrue to the Board by reason of any breach or non-observance of any of the covenants herein expressed or implied and on the part of the transferor to be observed or performed shall be enforced by the Board only against the registered proprietor or proprietors for the time being of those parts of the easement line in respect of which such breach or non-observance shall occur or against the registered proprietor or registered proprietors thereof at the time of such occurrence aforesaid to the intent that the liability of any registered proprietor for the time being of the easement line or any part thereof shall cease (except as to the acts and defaults occurring in respect of the easement line or that part thereof of which he is registered as proprietor and while he is so registered) upon his ceasing to be registered as proprietor of the easement line or that part thereof in respect of which such breach or non-observance shall occur.

3. NOTHING herein contained shall be deemed to abrogate limit restrict or abridge any of the rights powers or remedies vested in the Board by statute.

4. ALL covenants on the part of the transferor herein expressed or implied shall be deemed to be covenants by each of the registered proprietors included in the term "transferor" severally and shall bind each of such registered proprietors and his or its executors administrators successors and assigns and throughout this transfer any word importing the singular shall include also the plural and any word importing the masculine shall include also the feminine and vice versa in both cases.

5. The rights and powers implied by Section 90D of the Land Transfer Act 1952 are hereby negatived.

JLW
7/1/4

No. 667

Correct for the purposes of the Land Transfer Act.

TRANSFER

(Grant of Right to Convey and Drain Water)

Solicitor for the Transferee.

THE WITHIN EASEMENTS WHEN CREATED WILL BE SUBJECT TO SECTION 309(1)(a) LOCAL GOVERNMENT ACT 1974.

SUBURBAN ESTATES LIMITED *Transferor*

THE CHRISTCHURCH DRAINAGE BOARD *Transferee*

RECEIVED
MAY 17 1987
TO THE
OFFICE OF THE
DISTRICT LAND REGISTRAR
CHRISTCHURCH

DISTRICT LAND REGISTRAR
CHRISTCHURCH
RECEIVED
MAY 17 1987

LAND & DEEDS	
Nature:	Transfer
Firm:	Champion, Taylor & Co.
Date:	
Time:	
Fee: \$	
Abstract No.	

CHAMPION, TAYLOR & CO.
Solicitors
CHRISTCHURCH

TURNERS LTD 86105*

9.40 25.MAY.87 C 682209
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY
ASST LAND REGISTRAR

682209/4



682209.5TE

Approved by the D.L.R., Christchurch, No. 964815

MEMORANDUM OF TRANSFER

(GRANT OF EASEMENT — SEWAGE AND WASTE)

WHEREAS SURBURBAN ESTATES LIMITED at Christchurch

is registered as the proprietor of an estate in fee simple
subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed
hereon in all those pieces of land situated in the Christchurch Survey District
containing together 6437 m²
being Lots 6 to 13 on deposited plan 51440
Certificate of Title 29K/599

(Canterbury Registry)

AND WHEREAS the above registered proprietor (s) (hereinafter referred to as and included in the term "the transferor") has (have) agreed to grant unto the CHRISTCHURCH DRAINAGE BOARD a body corporate constituted by an Act of the General Assembly of New Zealand intituled the Christchurch District Drainage Act 1951 and having its office at Christchurch (hereinafter with its successors and assigns referred to as and included in the term "the Board") the rights, liberties and easements hereinafter contained.

NOW THEREFORE in consideration of the premises and of the covenants on the part of the Board hereafter contained the transferor HEREBY TRANSFERS AND GRANTS unto the Board the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter to take carry convey lead and drain

sewage and other waste material and fluid including trade wastes, other than condensing or cooling water

in any quantities and any other liquid or matter usually conveyed and carried in sewers through over along or under those parts of the above described lands as are shown on deposited plan 51440 and as to

lot 6 marked "H" and "P"	lot 10 marked "D" and "L"
lot 7 marked "G" and "O"	lot 11 marked "C" and "K"
lot 8 marked "F" and "N"	lot 12 marked "B" and "J"
lot 9 marked "E" and "M"	lot 13 marked "A" and "I"

(such parts of the above described lands being hereinafter referred to as "the easement line") and for such purposes and for other purposes of these presents full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter to lay make construct erect maintain alter and repair sewers of such sizes and specifications as the Board may from time to time think fit and with or without manholes valves and surface boxes and other appurtenant structures as the Board shall from time to time think fit through over along or under the easement line and with surveyors workmen contractors and other persons horses carts wagons motor vehicles machinery material implements tools and things to enter upon the easement line and the land contiguous thereto belonging to the transferor and for those purposes to have access to and from the street across the remainder of the above described lands and to bring on to the easement line and remove therefrom such material machinery or other things as the Board shall from time to time think fit and to sink and to make trenches and shafts on the easement line and to remove and carry away as hereinafter mentioned any of the clay and gravel shingle stones and earth which in the opinion of the Board it shall be necessary to take out of the easement line and to inspect maintain cleanse repair extend remove and enlarge or replace any such sewers manholes valves surface boxes and other appurtenant structures and generally to do and perform such acts and things in or upon the above described lands as may be necessary or proper for or in relation to any of the purposes aforesaid.

AND for the considerations aforesaid the transferor HEREBY COVENANTS with the Board as follows:—

1. THAT the transferor will not build under over or upon the easement line or plant trees upon or permit or allow trees or any roots thereof to grow upon the easement line.

2. THAT the transferor will not do or permit or suffer to be done any thing which may in any way injure or damage any sewer or manhole valve or surface box or other appurtenant structures as aforesaid now in or on the easement line or any sewer or manhole valve or surface box or other appurtenant structure as aforesaid which may hereafter be laid made constructed or erected as aforesaid or interfere with the free flow and passage through such sewer of any matter hereby authorised to be carried in the same.

3. THAT if the transferor does or knowingly suffers to be done anything which shall injure or damage any sewer or manhole valve or surface box or appurtenant structure as aforesaid now in or on the easement line or any sewer or manhole valve or surface box or appurtenant structure as aforesaid which may hereafter be laid made constructed or erected as aforesaid or shall interfere with the free flow or passage through such sewer of any matter hereby authorised to be carried in the same the transferor shall and will forthwith at the cost and expense of the transferor properly and substantially repair and make good all such injury or damage and restore such free flow and passage aforesaid and do all things necessary and expedient for the purposes aforesaid or any of them.

4. THAT the transferor will not do or permit or suffer any act whereby the rights liberties and easements or any of them hereby granted to the Board or whereby any thing laid made constructed or erected under or pursuant to any right herein contained may be interfered with or affected and if the level of the surface of the easement line shall be so altered or affected by the transferor as to make any manhole valve or surface box or other appurtenant structures aforesaid unusable the transferor will forthwith at the option of the Board repair or amend the same or pay to the Board the cost of so doing.

5. THAT the transferor and all and every person or persons lawfully and equitably claiming through or under him, them or any of them will at all times at the request and cost of the person or persons body or bodies requiring the same execute and do every assurance and thing for further or more perfectly assuring granting and confirming all or any of the rights liberties and easements hereinbefore expressed to be hereby transferred and granted unto and to the use of the Board as by it shall be reasonably required.

IN WITNESS whereof these presents have been executed by the parties hereto the

day of

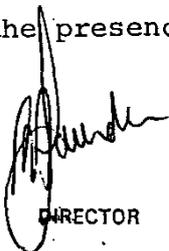
one thousand nine hundred and eighty-seven

May

THE COMMON SEAL of
SURBURBAN ESTATES LIMITED

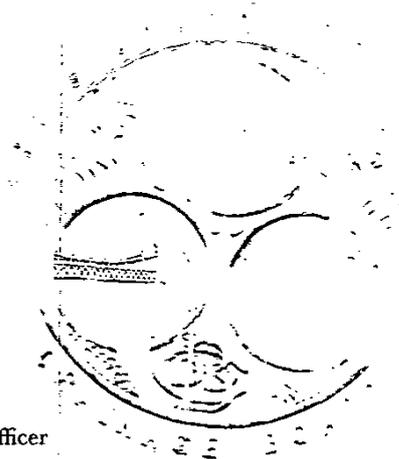
was hereto affixed in
the presence of:

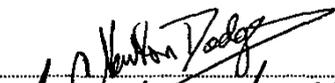


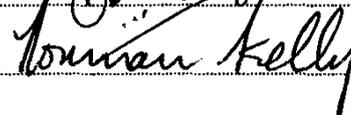

DIRECTOR


SECRETARY

THE COMMON SEAL of the CHRISTCHURCH
DRAINAGE BOARD was hereto affixed pursuant to
a Resolution of the Board.




Chairman


Chief Admin. Officer

CONSENTS TO THE GRANT OF THE FOREGOING EASEMENT

AND the Board HEREBY COVENANTS with the transferor as follows:-

1. THAT it will at all times hereafter repair and cleanse any sewer to which these presents relate and which is now in the easement line and every sewer which may hereafter be laid made constructed or erected by the Board as aforesaid in such manner that the same shall not be a nuisance or annoyance to the transferor or to the registered proprietor or proprietors occupier or occupiers of the above described lands.

2. THAT it will remove and carry away all clay gravel shingle stones and earth which shall be excavated or taken out and not used or otherwise disposed of in laying making constructing erecting inspecting maintaining cleansing repairing extending altering removing enlarging or replacing any sewer as aforesaid or in the making or sinking of any trenches or shafts and shall without delay restore the surface of the easement line as nearly as possible to the condition and state in which it was immediately prior to its disturbance by the Board.

3. THAT it will repair and make good any damage which may be done to any fence or fences or to any part of the above described lands incurred in the exercise by it of any of the rights liberties or easements hereinbefore contained PROVIDED however that the Board shall not be responsible for or be held liable to contribute to the cost of removing existing buildings or similar improvements or any trees or any roots thereof which are at present on the easement line. AND PROVIDED FURTHER that the Board shall not be liable for any damage to any pipes in the easement line (save as provided in paragraph 1 of the Board's covenants) where in the exercise of the rights liberties or easements aforesaid such damage cannot reasonably be prevented.

AND IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows:-

1. NOTHING herein contained or implied shall be deemed to compel the Board to conduct any sewage or other matter hereinbefore referred to through any such sewer as aforesaid or the easement line and the Board may commence discontinue or resume such drainage at will.

2. ANY right of action which shall at any time hereafter accrue to the Board by reason of any breach or non-observance of any of the Covenants herein expressed or implied and on the part of the transferor to be observed or performed shall be enforced by the Board only against the registered proprietor or proprietors for the time being of those parts of the easement line in respect of which such breach or non-observance shall occur or against the registered proprietor or registered proprietors thereof at the time of such occurrence aforesaid to the intent that the liability of any registered proprietor for the time being of the easement line or any part thereof shall cease (except as to the acts and defaults occurring in respect of the easement line or that part thereof of which he is registered as proprietor and while he is so registered) upon his ceasing to be registered as proprietor of the easement line or that part thereof in respect of which such breach of non-observance shall occur.

3. NOTHING herein contained shall be deemed to abrogate limit restrict or abridge any of the rights powers or remedies vested in the Board by statute.

4. ALL covenants on the part of the transferor herein expressed or implied shall be deemed to be covenants by each of the registered proprietors included in the term "transferor" severally and shall bind each of such registered proprietors and his or its executors administrators successors and assigns and throughout this transfer any word importing the singular shall include also the plural and any word importing the masculine shall include also the feminine and vice versa in both cases.

5. The rights and powers implied by Section 90D of the Land Transfer Act 1952 are hereby negatived.

JLW
74/4

No. 667

Correct for the purposes of the Land Transfer Act.

TRANSFER

(Grant of Easement — Sewage and Waste)

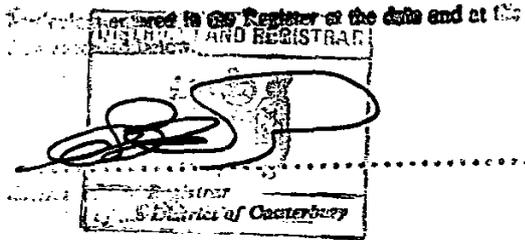


Solicitor for the Transferee.

SURBURBAN ESTATES LIMITED *Transferor*

THE CHRISTCHURCH DRAINAGE BOARD
Transferee

COPIES AVAILABLE
TO B. B. AD
18



THE WITHIN EASEMENTS WHEN CREATED WILL BE SUBJECT TO SECTION 309(1)(b) LOCAL GOVERNMENT ACT 1974.

LAND & DEEDS	
Nature:	Transfer
Firm:	Champion, Taylor & Co.
Date:	
Time:	
Fee: \$:
Abstract No.	

CHAMPION, TAYLOR & CO.
Solicitors
CHRISTCHURCH

TURNERS LTD 80778*

9.40 25.MAY87 C.682209
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST LAND REGISTRAR

5
682209/5



910-
WHEREAS

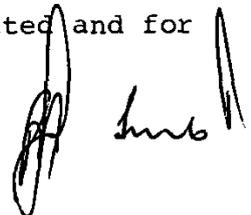
68 2209. 6 TE

1. SUBURBAN ESTATES LIMITED a duly incorporated company having its registered office at Christchurch (hereinafter with its successors and transferees referred to as "the grantor") is registered as proprietor of an estate in fee simple over the land set out in Schedule A below subject to such interests as are therein notified.
2. ASSOCIATED TAVERNS LIMITED a duly incorporated company having its registered office at Christchurch (hereinafter with its successors and transferees referred to as "the grantee") is registered as proprietor of an estate in fee simple of the land set out in Schedule B subject to such interests as are therein notified.
3. The grantor has agreed to grant to the grantee for a term of 999 years a right to drain sewage over those parts of the land referred to in Schedule A as are set out in Schedule C.

23DC86 83724 DTY \$10.00
NEW ZEALAND STAMP DUTY CHU

NOW THEREFORE:

1. In consideration of the contemporaneous surrender by the grantee of the right to drain sewage specified in easement certificate 547042/2 in respect to land owned by the grantor the grantor DOES HEREBY TRANSFER AND GRANT to the grantee as appurtenant to the land in Schedule B and for a term of 999 years commencing on the 26th day of November 1986 the right to drain sewage (as defined in the Seventh Schedule to the Land Transfer Act 1952) by means of pipes properly laid under the surface and through those parts of the land described in Schedule A as are set out in Schedule C.
2. The grantor shall be responsible for the payment of all the costs associated with the laying of the pipes and the formation of the easement hereby created and for



payment of all costs of and incidental to the preparation and execution of this transfer.

3. Neither the grantor nor the grantee will disturb the said drains or allow the said drains to be disturbed in any manner whatsoever except for the purposes referred to in the said Seventh Schedule of the Land Transfer Act 1952.
4. Neither the grantor nor the grantee will do or permit anything to be done whereby the said drains shall become blocked or in need of repair and if the said drains shall become blocked or in need of repair then the costs of removing such blockage or of the repairs shall be borne by the grantor and the grantee in equal shares except in the case of any blockage in or repairs to some part of the said drains not in actual use by one of the parties hereto in which case such costs shall be borne by the other of them provided always that notwithstanding anything hereinbefore contained if the said drains shall become blocked or in need of repair due to the neglect or default of one of the parties then the costs of removing such blockage and/or of the repairs shall be borne solely by that party.
5. In the event of any dispute or difference arising between the parties hereto as to the rights to drain sewage intended to be granted by these presents or as to any of the covenants herein contained the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1908.

Sub

[Handwritten signatures]

SCHEDULE A

All those parcels of land comprising:

1. 688⁹m² being Lot 6 Deposited Plan Certificate of Title
2. 740³m² or thereabouts being Lot 7 Deposited Plan Certificate of Title
3. ~~760~~777m² or thereabouts being Lot 8 Deposited Plan Certificate of Title
4. 843²m² or thereabouts being Lot 9 Deposited Plan Certificate of Title
5. 817²m² or thereabouts being Lot 10 Deposited Plan Certificate of Title
6. 919²m² or thereabouts being Lot 11 Deposited Plan Certificate of Title
7. 851²m² or thereabouts being Lot 12 Deposited Plan Certificate of Title
8. 784²m² or thereabouts being Lot 13 Deposited Plan Certificate of Title

All being part of the land presently comprised in Certificate of Title volume 27B folio 544 (Canterbury Registry) SUBJECT TO those easements, conditions, covenants and restrictions presently noted on the said Certificates of Title.

SCHEDULE B

All that parcel of land containing 1.1491 hectares of thereabouts being part Lot 2 Deposited Plan 29243 being all the land comprised in Certificate of Title 27B/545 (Canterbury Registry) SUBJECT TO those easements, conditions, covenants and restrictions presently noted on the said Certificates of Title.

Handwritten signature and initials, possibly 'J. P. A.', located at the bottom right of the page.

SCHEDULE C

Those parts of the Lots on Deposited Plan as are listed below:

- 1. Parts marked "N" and "F" of Lot 8
- 2. Parts marked "M" and "E" of Lot 9
- 3. Parts marked "L" and "D" of Lot 10
- 4. Parts marked "K" and "C" of Lot 11
- 5. Parts marked "J" and "B" of Lot 12
- 6. Parts marked "I" and "A" of Lot 13

IN WITNESS whereof these presents have been executed this 12th day of December 1986.

THE COMMON SEAL of)
ASSOCIATED TAVERNS LIMITED)
 was hereunto affixed in)
 the presence of:)

[Signature] DIRECTOR
[Signature] SECRETARY



THE COMMON SEAL of)
SUBURBAN ESTATES LIMITED)
 was hereunto affixed in)
 the presence of:)

[Signature] DIRECTOR
[Signature] SECRETARY



DATED 12th JUNE 1986

BETWEEN SUBURBAN ESTATES LIMITED
Grantor

AND ASSOCIATED TAVERNS LIMITED



Correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Grantor

[Handwritten signature]

Transferee

MEMORANDUM OF TRANSFER CREATING
RIGHT TO DRAIN SEWAGE

PAID TO
AVAILABILITY
TO 29/7/87
[Handwritten signature]

9.40 25.MAY 87 C-682209
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
27/5/87
[Handwritten signature]

DUNCAN COTTERELL & CO.,
SOLICITORS,
CHRISTCHURCH and AUCKLAND.

4/D4/4

682209/6
©

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NL

*145E88

32:6 No.L.*

\$0.C.

Approved by the Registrar-General of Land, Wellington No. 105178

NEW ZEALAND STAMP DUTY TUR
Canterbury

Land Registry Office

MEMORANDUM OF LEASE

LESSORS: MURRAY CHARLES STRATTON of Christchurch Company Director and
DAPHNE MARY STRATTON of the same place his wife

LESSEE: MURRAY CHARLES STRATTON of Christchurch Company Director and
DAPHNE MARY STRATTON of the same place his wife

SCHEDULE A

C.T. OR DOCUMENT REF.	DESCRIPTION OF FLAT AND LOT & D.P. NO. OR OTHER DESCRIPTION	ENCUMBRANCES, LIENS & INTERESTS
30A/541	Flat No. 1 on D.P. 53509	SUBJECT TO: and together with the easements, covenants, restrictions and conditions as set out on the title
Area	(hereinafter called "the Flat") being that part of that building (hereinafter called "the said building") of which the Flat forms part, erected on that piece of land (hereinafter called "the said land") being Lot 8 on Deposited Plan 51440	
780 m ² together with 1/8th in 139 m ²	together with a 1/8th share in 139 m ² being Lot 14 on Deposited Plan 51440	
Locality	in 139 m ² being Lot 14 on Deposited Plan 51440	
Waimairi District		

TERM: 999 years commencing on the 12th day of September 19 88

RENTAL: 10 cents per annum payable by the Lessee (if demanded in writing by the Lessors by not later than the first day of December of the year in question).

1. The Lessee hereby covenants with the Lessors as set out in Schedule B hereof.
2. The Lessors do and each of them doth hereby covenant with the Lessee as set out in Schedule C hereof.
3. It is hereby covenanted and agreed by and between the Lessors and each of them and by and between the Lessors and the Lessee as set out in Schedule D hereof.
4. The parties hereby agree that the words "proportionate share" shall be deemed to mean a one-half share; calculated in terms of the number of flats contained in the said building.
5. The parties hereby agree that the words "freehold share" shall be deemed to mean a one-half share; calculated in terms of the number of flats contained in all buildings erected on the said land.
6. The parties hereby agree that the covenants and conditions set out in Schedules B, C, and D herein form part of this Lease.

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

12th day of September 19 88

THE COMMON SEAL OF SIGNED by
MURRAY CHARLES STRATTON and
DAPHNE MARY STRATTON
was hereto affixed as Lessors and Lessees

.....*M. Stratton*.....

in the presence of:

.....*D.M. Stratton*.....



THE COMMON SEAL OF

was hereto affixed as Lessee

in the presence of:

SCHEDULE B

THE LESSEE DOTH HEREBY COVENANT WITH THE LESSORS:

1. TO pay the rent in the manner and at times hereinbefore provided.
 2. 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:
 - (a) A proportionate share of all expenses and costs 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 freehold share of all expenses and costs 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. 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. THE Lessee shall not bring into or keep in the Flat any goods or any substances 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 covers on any part of the said building or which may make void or voidable any such insurance covers.
 5. 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. 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.
 7. THE Lessee shall permit the Lessors or their representatives at all reasonable times to enter upon the Flat to inspect the condition of the same.
 8. 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 garbage cans in such reasonable location approved of by the Lessors.
 9. THE Lessee shall duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the Flat.
 10. THE Lessee shall not make any structural alterations to the said building nor erect on any part of the said land any buildings, 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.

SPACES TO BE COMPLETED AND AMEND AS NECESSARY

11. 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 **Area A and Area B** on Deposited Plan No. 53509 ; (c) That part of the said land marked or shown **common land** on Deposited Plan No. 53509 but only for the purposes of reasonable ingress and egress by vehicle or on foot; ~~(d) That part of the said land marked or shown on Deposited Plan No. but only for the purposes of recreation in common with the Lessors.~~

12. 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 **Area A and Area B** on Deposited Plan No. 53509 in a neat and tidy condition and in good repair.

13. 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.
14. THE Lessee shall remain the owner of a freehold share in the fee simple of the said 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. 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 freehold share of the charges and rates charged or levied in respect of the whole of the said land.

SCHEDULE C

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

16. 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. 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. THE Lessors covenant to 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 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 D

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. 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 upon the Flat or any part or parts thereof in the name of the whole and to determine this Lease and the estate and interest of the Lessee herein and the Lessee to expel and remove 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 any registered mortgagee of this Lease within seven days after the date of service of such notice upon the Lessee.

20. 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 proportionate share of the cost of so doing.

21. 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. THAT the Lessee shall have the right to let the Flat to a reputable and solvent subtenant provided that the Lessee shall ensure that the subtenant 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.

23. 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 for 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. THAT in the event of this lease being determined or becoming determinable 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 purpose of this Clause 24 the word "Lessors" shall be deemed to mean Lessors (other than the Lessee).

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

26. 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 thereof.

27. THAT notwithstanding any provision contained or implied herein, 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.

28. 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 within fourteen days after the last date of service of the said notices that matter shall be deemed to be a question to be arbitrated pursuant to Clause 26 hereof.
- (c) That 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.

29. THAT notwithstanding the provisions of Clause 28 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.

30. THAT without negating 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.

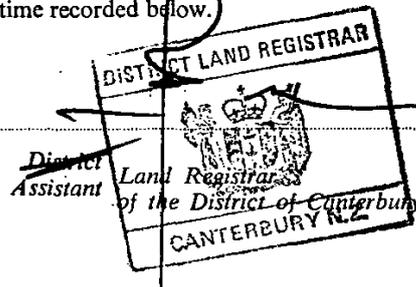
31. THAT wherever used in these presents:—

- (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.

Solicitor for the Lessee

LEASE

Particulars entered in the Register at the date and at the time recorded below.



Composite Certificate of Title issued for the Lessee's interest in within Lease and share in Fee simple Estate see Volume 311 Folio 410

REGISTER
2.12 14.OCT88 C 769451
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST LAND REGISTRAR

NICOLL, ~~SINCLAIR~~, COONEY & CO.

SOLICITORS

ASHBURTON, N.Z.



769451.3 L^{NL}

Approved by the Registrar-General of Land, Wellington No. 105178

NEW ZEALAND STAMP DUTY TOL
Canterbury
Land Registry Office

MEMORANDUM OF LEASE

LESSORS: MURRAY CHARLES STRATTON of Christchurch Company Director and
DAPHNE MARY STRATTON of the same place his wife

LESSEE: MURRAY CHARLES STRATTON of Christchurch Company Director and
DAPHNE MARY STRATTON of the same place his wife

SCHEDULE A

C.T. OR DOCUMENT REF.	DESCRIPTION OF FLAT AND LOT & D.P. NO. OR OTHER DESCRIPTION	ENCUMBRANCES, LIENS & INTERESTS
30A/541	Flat No. 2 on D.P. 53509	SUBJECT TO: and together with the easements, covenants, restrictions and conditions as set out on the title
Area	(hereinafter called "the Flat") being that part of that building (hereinafter called "the said building") of which the Flat forms part, erected on that piece of land (hereinafter called "the said land") being Lot 8 on Deposited Plan	
780 m ² together with 1/8th in 139 m ²	51440 together with a 1/8th share in 139 m ² being Lot 14	
Locality	on Deposited Plan 51440	
Waimairi District		

TERM: 999 years commencing on the 12th day of September 19 88

RENTAL: 10 cents per annum payable by the Lessee (if demanded in writing by the Lessors by not later than the first day of December of the year in question).

- The Lessee hereby covenants with the Lessors as set out in Schedule B hereof.
- The Lessors do and each of them doth hereby covenant with the Lessee as set out in Schedule C hereof.
- It is hereby covenanted and agreed by and between the Lessors and each of them and by and between the Lessors and the Lessee as set out in Schedule D hereof.
- The parties hereby agree that the words "proportionate share" shall be deemed to mean a one-half share; calculated in terms of the number of flats contained in the said building.
- The parties hereby agree that the words "freehold share" shall be deemed to mean a one-half share; calculated in terms of the number of flats contained in all buildings erected on the said land.
- The parties hereby agree that the covenants and conditions set out in Schedules B, C, and D herein form part of this Lease.

AND the Lessors DO HEREBY LEASE to the Lessee and the Lessee DO TH 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

12th day of September 19 88

THE COMMON SEAL OF SIGNED by
MURRAY CHARLES STRATTON and
DAPHNE MARY STRATTON
was hereto affixed as Lessors and Lessees
in the presence of:

.....
M. C. Stratton
.....
D. M. Stratton
.....

THE COMMON SEAL OF

was hereto affixed as Lessee
in the presence of:

[Handwritten signature]

SCHEDULE B

THE LESSEE DOTH HEREBY COVENANT WITH THE LESSORS:

1. TO pay the rent in the manner and at times hereinbefore provided.
 2. 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:
 - (a) A proportionate share of all expenses and costs 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 freehold share of all expenses and costs 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. 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. THE Lessee shall not bring into or keep in the Flat any goods or any substances 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 covers on any part of the said building or which may make void or voidable any such insurance covers.
 5. 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. 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.
 7. THE Lessee shall permit the Lessors or their representatives at all reasonable times to enter upon the Flat to inspect the condition of the same.
 8. 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 garbage cans in such reasonable location approved of by the Lessors.
 9. THE Lessee shall duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the Flat.
 10. THE Lessee shall not make any structural alterations to the said building nor erect on any part of the said land any buildings, 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.

SPACES TO BE COMPLETED AND AMEND AS NECESSARY

11. 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 Area C on Deposited Plan No. 53509 ; (c) That part of the said land marked or shown common land on Deposited Plan No. 53509 but only for the purposes of reasonable ingress and egress by vehicle or on foot; ~~(d) That part of the said land marked or shown _____ on Deposited Plan No. _____ but only for the purposes of recreation in common with the Lessors.~~

12. 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 Area C on Deposited Plan No. 53509 in a neat and tidy condition and in good repair.

13. 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.
14. THE Lessee shall remain the owner of a freehold share in the fee simple of the said 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. 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 freehold share of the charges and rates charged or levied in respect of the whole of the said land.

SCHEDULE C

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

16. 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. 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. THE Lessors covenant to 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 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 D

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. 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 upon the Flat or any part or parts thereof in the name of the whole and to determine this Lease and the estate and interest of the Lessee herein and the Lessee to expel and remove 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 any registered mortgagee of this Lease within seven days after the date of service of such notice upon the Lessee.

20. 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 proportionate share of the cost of so doing.

21. 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. THAT the Lessee shall have the right to let the Flat to a reputable and solvent subtenant provided that the Lessee shall ensure that the subtenant 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.

23. 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 for 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. THAT in the event of this lease being determined or becoming determinable 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 purpose of this Clause 24 the word "Lessors" shall be deemed to mean Lessors (other than the Lessee).

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

26. 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 thereof.

27. THAT notwithstanding any provision contained or implied herein, 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.

28. 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.
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- (c) That 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.

29. THAT notwithstanding the provisions of Clause 28 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.

30. THAT without negating 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.

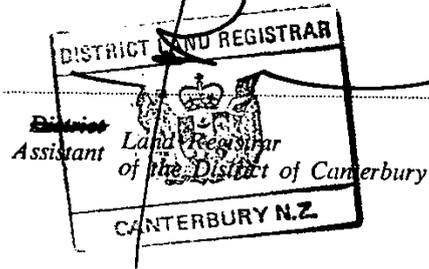
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- (c) The expression "a majority of the Lessors" shall be deemed to mean any number of Lessors for the time being who together own more than an undivided one-half share in the fee simple of the said land.
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Solicitor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

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