Approved by the Registrar General of Land, Wellington, No. 799891 NEW ZEALAND

Memorandum of Lease

HERBERT GOWER ALEXANDER of Whangarei builder and THORA SPENCER ALEXANDER .. his wife (jointly as to an undivided one-half share) VERA MAY BETTY KRUSE of Whangarei widow (as to an undivided one-sixth share) LILLIAN MAY OLDCORN of Whangarei widow (as to an undivided one-sixth share) and the PUBLIC TRUSTEE (as to an undivided one-sixth share) (hereinafter with their executors administrators and assigns called the Lessors) being registered as 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 that piece of land more particularly descibed in the First Schedule hereto (hereinafter called "the said land").

IN CONSIDERATION of the rent hereinafter reserved and the covenants herein contained or implied and on the part of the Lessee to be paid performed and observed respectively DOTH HEREBY LEASE UNTO the said HERBERT GOWER .... ALEXANDER and THORA SPENCER ALEXANDER .....

(hereinafter with their executors, administrators and assigns called "the Lessee") all that the flat and carport (hereinafter called "the Flat") being that part of that building (hereinafter called "the said building") erected on the said land which said flat and said building are more particularly described in the Second Schedule hereto TO BE HELD by the Lessee for the term of nine hundred and ninety-nine (999) years computed from the first ..... day of December 19 74 AT A RENTAL at the rate of ten cents per annum payable yearly in advance by the Lessee to the Lessors.

SUBJECT TO the following covenants conditions and restrictions namely:—

THE LESSEE DOTH HEREBY COVENANT WITH THE LESSORS:

1. TO pay the rent in the manner and at the times hereinbefore provided.
2. (i) THE Lessee will upon demand in writing by the Lessors or their agent pay to the Lessors one sixth of the cost of the following repairs maintenance and other charges incurred in respect of the said land:—
   (a) All levies assessed on the said land and all buildings thereon, except as provided in Clause 27 hereof.
   (b) Care and maintenance of the grounds paths fences and other amenities on the said land
   (c) A general reserve fund to meet contingent repairs and maintenance to the grounds paths fences and other amenities on the said land.
   (d) All other expenses in respect of the said land jointly incurred by the Lessors and not relating solely to any particular Flat or to any particular building.

All the moneys payable under this clause shall be payable to a person nominated by the Lessors or a majority of the Lessors with instructions to disburse the same for the foregoing purposes.
AND in default of payment thereof by the Lessee the Lessors shall be entitled to demand interest on the amount or amounts owing at the rate of Ten dollars per centum per annum from the date of payment but such demand shall be without prejudice to the rights of the Lessors under this Lease.

(ii) THE Lessee will upon demand in writing by such Lessors as are also Lessees of the said building or their agent pay to such Lessors one sixth of the cost of the following maintenance and other charges incurred in respect of the said building:—
   (a) All insurance premiums assessed on the said building. for replacement value insurance.
   (b) Work carried out in connection with all electrical and plumbing equipment, drains and other amenities serving the said building as a whole.
   (c) Work carried out in connection with the roof spouting and downpipes of the said building.
   (d) Any exterior decoration or exterior cleaning of the walls of the said building.
   (e) All structural repairs and maintenance necessary to the walls framework or foundations of the said building.
   (f) A general reserve fund to meet contingent repairs and maintenance of the said building.
   (g) All other expenses in respect of the said building jointly incurred by the Lessees of the said building and not relating solely to any particular Flat.

All the moneys payable under this clause shall be payable to a person nominated by such Lessors as are also Lessees of the said building or by a majority of such Lessors with instructions to disburse the same for the foregoing purposes AND in default of payment thereof by the Lessee such Lessors shall be entitled to demand interest on the amounts owing at the rate of Ten dollars per centum per annum from the date of payment but such demand shall be without prejudice to the rights of the Lessors under this Lease.

3. THAT 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 shall or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the other Lessees of the said building or of any other building on the said land and shall not bring into or keep in the said Flat any cat, dog, bird or other pet which may reasonably be expected to interfere with the quiet enjoyment of the other Lessees of the said building or of any other building on the said land or which may create a nuisance and the Lessee in common with all other persons from time to time lawfully entitled will have the use and enjoyment of such parts of the said land as are not for the time being occupied by buildings or subject to exclusive rights conferred by a lease.

4. THAT the Lessee shall not bring onto or keep in the Flat any goods or any substances of a highly combustible nature or do anything (including the unauthorised use of light and power fittings) which may render an increased premium payable for the fire insuance of the by-laws of any local authority insofar as they affect the Lease of the Flat.

5. THE Lessee shall at his own cost keep and maintain the interior of the Flat including the doors windows electrical and plumbing apparataus and all fittings of any kind in good order and condition.

6. THE Lessee will not leave or place in the passageways stairways or parking area or in the grounds surrounding the said building any receptacles or obstructions whatsoever and will not deposit any refuse or rubbish therein or thereon and will place any garbage cans in the location approved of by the Lessors.

7. THE Lessee will not use the Flat for any illegal or immoral purposes and will refrain from causing excessive noise or disturbance upon the Flat which may be likely to cause a nuisance or an annoyance to the Lessees or occupants of any adjoining Flats in the said building or in any other building on the said land. This clause shall not in any way affect the generality of clause 3 of these presents.

8. IT is a condition of this Lease that the Lessee shall at all material times remain owner as proprietor of an undivided one Sixth 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 and occupied by the same person then this Lease shall immediately determine without however discharging the Lessee from payment of any moneys 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).

9. THAT the Lessee will permit such Lessors as are also Lessees of the said building or their representatives at all reasonable times to enter upon the Flat to inspect the condition of the same.

10. THE Lessee shall not make any structural alterations to the said building without the prior consent of such Lessors as are also Lessees of the said building first had and obtained on each occasion.

11. THE Lessee will duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the Flat.

AND THE LESSORS DO AND EACH OF THEM DOTH HEREBY COVENANT with the Lessee as follows:—

12. 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.

13. THAT such Lessors as are also Lessees of the said building shall insure the said building against fire and earthquake to its full insurable value and will take out a replacement policy and will pay all insurance premiums on any policies as and when the same shall become due and owing unless the Lessee and every other Lessee of the said building agrees to effect and keep current a separate and adequate insurance policy for such parts of the said buildling each Lessee holds as tenant.

14. THAT such Lessors as are also Lessees of the said building will keep the exterior and roof of the said building in a good state of repair and will duly and punctually pay all items and matters referred to in paragraph 2 (ii) hereof and will cause the said building at all times to be managed and maintained on a high standard provided that in performance of the foregoing covenants such Lessors shall have the right to enter the Flat upon giving reasonable notice to effect such work.

15. 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 enforce the due performance and observation by the Lessee named in such other leases of all obligations as by such other leases are cast on such Lessees and for the purpose aforesaid the Lessors do irrevocably 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 addition 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.

AND IT IS HEREBY COVENANTED AND AGREED by and between the Lessors and the Lessee:

16. 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 of default in all respects within twenty-eight days of the date of receipt by the Lessee of written notice from the Lessors specifying such breach or default then it shall be lawful for the Lessors 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 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.

17. THAT in the event of the said building or the Flat being partially or wholly damaged or destroyed by fire or earthquake during the term hereby created all moneys received under and by virtue of any policy or policies of insurance shall thereupon be expended with all possible expedition in reinstatement of the said building or the Flat and making good the loss or damage in respect of which the said insurance moneys shall have become payable and in the event of the moneys received under and by virtue of the said policy of insurance being insufficient to reinstate the said building or the Flat so damaged or destroyed such insufficiency shall be borne by such Lessors as are Lessees of the said building in the proportion in which they respectively own the fee simple of the above described land, provided that if the fire was caused by the negligence of one or more of such Lessors that party or parties shall bear such insufficiency.

18. 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 by rainwater entering the Flat.

19. 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.

20. THE parties agree that there shall be no merger in the event of the Lessee acquiring or remaining a proprietor of a freehold estate in the said land.

21. THAT in case of default by the Lessee at any time in the observance or performance of any of the covenants and restrictions herein contained in shall be lawful for but not obligatory upon the Lessors or a majority of the Lessors (but without prejudice to any or 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 (but without prejudice to any or 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.

22. *(a)* THAT the expression "a majority of the Lessors" wherever herein used shall be deemed to mean any number of Lessors who together own more than a one half interest in the freehold of the said land.

(b) THAT the expression "a majority decision" shall be deemed to mean a decision of a majority of the Lessors.

23. THAT in the event of this Lease being determined or becoming determinable in manner herein provided then the Lessee hereby irrevocably appoints the Lessors (other than the Lessee) his Attorney to dispose of the Lessee's said interest in the fee simple of the said land in that event to surrender his leasehold interest under his lease and for these purposes to execute all the necessary instruments.

24. THE Lessee shall be bound by any decision arrived at in accordance with the provisions of clause 26 hereof and the Lessee shall give all reasonable assistance in the carrying out and implementation of such decision.

25. THAT if any 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 touching these presents or any clause herein contained or the construction hereof or as to duties or liabilities of either party in connection with the premises 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.

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

26. IN the event of 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 Lessor or Lessors shall give notice thereof in writing setting out the proposed action and shall cause the same to be served upon all the other Lessors personally or by leaving the same at or posting the same to the last known place of abode or address of the other Lessors and in the event of such service 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 after the lapse of seven days from the service of the said notice as aforesaid the Lessors or a majority of the Lessors approve of the proposed action in writing the Lessors so approving shall forthwith notify all the other Lessors of the majority decision and may thereafter carry into effect the proposed action in the name of all the Lessors and all actions taken by the consenting Lessors as aforesaid coming within the scope of the memorandum shall be binding on the Lessors and any obligation undertaken by such consenting Lessors shall be enforceable against any Lessor who shall not have consented thereto.

(c) That if the Lessors shall be unable to arrive at a majority decision on any proposed action but a number of Lessors who together own a one half interest in the freehold of the said land approve of the proposed action in writing then the matter shall be referred to a single arbitrator in case the Lessors can agree on one and otherwise to two arbitrators or their umpire in the case of a disagreement one of the arbitrators to be appointed by the Lessors in favour of the proposed action and the other to be appointed by the remaining Lessors and in either case in all respects in accordance with the provisions in that behalf contained in the Arbitration Act 1908 or any statutory modification or re-enactment thereof for the time being in force.

(d) Whenever by reason of the act or default or neglect of the Lessee, the Lessor shall be entitled to serve a notice, do anything or take any step and the Lessee in capacity as the Lessor is unwilling or unable to co-operate in such service or the doing of such things or the taking of such step, then the other or others for the time being of the Lessors by these presents and without further authority shall be authorised to do so on behalf of and in the name of the Lessee.

27. THAT the Lessee will pay his or her due proportion of the rates in respect of the said flat.

28. THAT notwithstanding anything herein contained or at law the liability hereunder of any lessee shall absolutely cease and determine upon ... registration of a Memorandum of Transfer of this lease but not so as to release the lessee from any antecedent breach hereof prior to such transfer.

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 above set forth.

FIRST SCHEDULE

All that parcel of land situate in the Land District of North Auckland. containing ONE ROOD TWENTY-FIVE DECIMAL FIVE PERCHES (1r.25.5p) more or less being situated in the Borough of Whangarei being part of Lot one (1) on a plan deposited in the Land Registry Office at Auckland as No. 4205 and part Lot one (1) on a plan deposited as aforesaid as No. 13609 and being ..... portion of Allotment 2 of the Parish of Whangarei.

and being the land comprised and described in Certificate(s) of Title 675/276 (North Auckland Registry)

SECOND SCHEDULE

All that the Flat (and ~~Garage~~ carport) being that part of a building erected on the said land described in the First Schedule and being more particularly defined as Flat No. 6 (and ~~Garage~~ carport No. 4) on Deposited Plan No. 75284

IN WITNESS WHEREOF these presents have been executed this 3rd day of December one thousand nine hundred and seventy-four

SIGNED by the said HERBERT GOWER ALEXANDER and THORA SPENCER ALEXANDER and VERA MAY BETTY KRUSE and LILLIAN MAY OLDCORN as Lessors in the presence of John Oswald solicitor, Whangarei

H G Alexander V. M. B. Kruse
T S Alexander L M Oldcorn

SIGNED by the said HERBERT GOWER ALEXANDER and THORA SPENCER ALEXANDER ..... as Lessee in the presence of: John Oswald solicitor, Whangarei

H G Alexander
T S Alexander

SIGNED on behalf of the Public Trustee by the District Public Trustee for Whangarei and sealed with the latter's Seal in the presence of:- K. Russell Civil Servant Whangarei

District Public Trustee, Whangarei.

NO. 30D/1375.

Correct for the purposes of the Land Transfer Act.

John Lamb

Solicitor for the Lessee

Lease Flat 6 Deposited Plan 75284

H.G. & T.S. ALEXANDER *Lessor*

H.G. & T.S. ALEXANDER *Lessee*

I certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952.

John Lamb

Solicitor for Lessee.

. . . . . Particulars entered in Register Book

Volume Folio

REGISTERED IN TRIPLICATE

the

at o'clock

District Land Registrar
Assistant of the District of *North Auckland*

Registered in Triplicate

Computer to Certificate of Title issued
Register 30D/1375
Including 1/6 share in fee simple.

WEBB ROSS & ROSS
Solicitors
WHANGAREI

W. G. Allen & Co. Ltd., Law Stationers, 222 Hobson St. Auckland

DISTRICT LAND REGISTRY AUCKLAND NO. 2
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