

MEMORANDUM OF LEASE

N.H. and H.J. PYE LIMITED a duly incorporated company having its registered office at Auckland

(hereinafter called "the Lessors")
being registered as proprietors 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 that piece of land containing ONE ROD AND ONE PERCH (0a.1r.1p.) more or less being Lot 2 and part Lot 1 Deposited Plan 3069 and being part of Allotment 21 of Section 10 in the Suburbs of Auckland and being all the land comprised and described in Certificate of Title Volume 119 Folio 269 (North Auckland Registry)

IN CONSIDERATION of the covenants on the part of the Lessee herein expressed or implied the Lessors DO HEREBY LEASE UNTO N.H. and H.J. PYE LIMITED a duly incorporated company having its registered office at Auckland (hereinafter called "the Lessee") all that the flat and garage ^{and storage area} being that part of the building (hereinafter called "the said building") erected on the said land as is more particularly described in the Schedule hereto (hereinafter called "the flat") TO BE HELD by the Lessee for a term of nine hundred and ninety nine (999) years as from and including the 29th day of May 1972 at a rental of ~~seven pounds (£7)~~ per annum payable by the Lessee to the Lessors in advance on the anniversary of such date in each year throughout the term hereby created SUBJECT TO the following covenants conditions and provisions AND THE LESSEE DOth HEREBY COVENANT WITH THE LESSORS AND IT IS HEREBY AGREED AND DECLARED between and by the Lessors and the Lessee as follows:

1. THAT the Lessee will pay the rent in the manner and at the times hereinbefore provided.
2. THAT the Lessee will upon demand in writing by the Lessors pay to the Lessors one fifth of the cost of the following repairs maintenance and other charges incurred in respect of the said land and the said building:
 - (a) General and other rates taxes charges assessments and other levies assessed on the said land and the said building.
 - (b) Fire insurance premiums assessed on the said building.
 - (c) Work carried out and materials used in respect of all electrical and plumbing equipment, drains and other amenities serving the said building as a whole.
 - (d) Repairs to and replacement of the roof spouting and downpipes of the said building.
 - (e) Any exterior painting or decoration or cleaning of the exterior walls, exterior doors, windows and roof of the said building.
 - (f) All structural repairs and maintenance necessary to the walls framework or foundations of the said building.
 - (g) Care and maintenance of the grounds paths fences gates and other amenities surrounding the said building.
 - (h) A general reserve fund of reasonable amount from time to time approved by the Lessors to meet contingent repairs and maintenance.
 - (i) All other expenses in respect of the said land and building jointly incurred by the Lessors and not relating solely to the flat.

All 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 or any of them shall be entitled to pay the same and all or any sums so paid by the Lessors shall be recoverable as rent and the Lessee shall pay interest thereon at the rate of seven ~~pounds (£7)~~ per centum per annum from the date of such payment by the Lessors until repaid to the Lessors but without prejudice to the rights of the Lessors under this Lease.

3. IF the Lessees general and other rates are separately assessed then the Lessee will pay such rates direct to the local authority concerned promptly as and when such payments fall due.
4. THAT the Lessee will duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the flat.
5. 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 be or become a nuisance annoyance or disturbance to the other Lessees of the said building and, shall not bring into or keep in the flat any cat, dog, birds or other pet or animal which does or may reasonably be expected to interfere with the quiet enjoyment of the other Lessees of the said building or which may create a nuisance.
6. THAT the Lessee shall not bring into 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 insurance of the said building or which may make void or voidable any such policy of insurance. The Lessee shall comply with all statutes regulations and by-laws of any local authority in so far as they affect the user of the flat and the requirements of any lending institution or mortgagee which may at any time have a mortgage over the whole of the land on which the said building is erected.
7. THAT the Lessee shall at his own cost keep and maintain the interior of the flat including the doors windows electrical and plumbing apparatus and all fittings of any kind in good order and condition.
8. THAT 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 not park any car or other vehicle in any common driveway serving the said building and will place any garbage cans in the location approved of by the Lessors and will not do or suffer to be done in or about his flat or the grounds anything which will endanger other occupants of the building invitees or the public.
9. THAT the Lessee will not use the flat for any illegal or immoral purposes and will refrain from causing excessive noise or disturbance in or about the flat which may be likely to cause a nuisance or an annoyance to the Lessors or occupants of any adjoining flats in the said building. This clause shall not in any way limit the provisions of clause 5 of this Lease.
10. THAT it is a condition of this Lease that the Lessee shall at all material times remain proprietor of an undivided one fifth 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 manner that both leasehold and freehold interests are not owned by the same person then this lease shall be immediately determined without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any antecedent breach of any covenant or agreement herein contained or implied.
11. THAT the lessee shall have the right subject to the provisions of Clause 10 hereof to sublet the flat for any reasonable period while the lessee cannot personally occupy the same provided that:
 - (a) Any such subletting shall be evidenced by a written agreement consented to in writing by the lessors or a majority of the lessors which consent shall not be unreasonably or arbitrarily withheld in the case of a financially responsible and respectable subtenant.
 - (b) Any such subletting shall not operate to release the lessee from any of his obligations under this lease.

- (c) The subtenant shall enter into a Deed of Covenant with the lessors to perform and observe the obligations imposed on the lessee by clauses 4, 5, 6, 8, 9, 12 and 16 of this lease and it shall be expressly provided in the agreement referred to in subclause (a) of this clause that the subletting shall immediately determine on the breach by the subtenant of any of the terms of the Deed of Covenant. The lessee on receipt from the lessors of written notice specifying any such breach and requiring the determination of the subletting shall immediately take all necessary steps to effect such determination.
12. THAT the Lessee shall not make any structural alterations to the building or to any partition walls therein or take any action which might constitute a danger or risk to the building without the prior written consent of the Lessors first had and obtained on each occasion.
13. THAT the Lessee shall at all times indemnify the Lessors and the Lessees of any other flat in the said building against any loss caused by or through the carrying out of any alterations to which consent has been given under the preceding clause.
14. 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.
15. THAT the Lessors 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 such policies as and when the same shall become due and owing unless the Lessee and every other Lessee of the said building effects and keeps current a separate and adequate replacement insurance policy for such parts of the said building each Lessee holds as tenant and all such separate insurance policies are in the names of both the Lessors and the Lessee for their respective rights and interests and are issued by the same Insurance Company.
16. THAT the Lessors will keep the exterior and roof of the said building in a good state of repair and will duly and punctually pay all costs expenses charges and outgoings (other than contributions to the reserve fund) referred to in paragraph 2 hereof and will cause the building at all times to be managed and maintained at a high standard provided that in performance of the covenants in this clause the Lessors shall have the right to enter the flat at all reasonable times upon giving reasonable notice to inspect and if necessary effect such work provided that in the event of any such repair being rendered necessary by the negligence or carelessness of the Lessee or any person in the building as the licensee or invitee of the Lessee the expenses of such repairs shall be borne by the Lessee.
17. THAT in the event of the said building or 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 the Lessors 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 the Lessors that party or parties shall bear such insufficiency.
18. 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 rain water entering the said building or the flat.
19. IF and whenever there shall be any breach or non-observance or non-performance of any covenant condition or agreement herein on the part of the Lessee contained or implied of which the Lessors shall have given to the Lessee twenty-eight days notice in writing thereof and calling upon him to remedy such breach non-observance or non-performance and if after the expiration of the said notice the Lessee shall fail to remedy such breach non-observance or non-performance it shall be lawful for the Lessors forthwith or at any time thereafter to re-enter upon and take possession of the flat or any part thereof in the name of the whole whereupon the term hereby created shall absolutely cease and determine but without releasing the Lessee from any liability for any previous breach non-observance or non-performance of any of the said covenants conditions or agreements.
20. THAT in the 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 incurred 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 Seven ~~Pounds (6%)~~ per centum per annum computed from the date or respective dates of such moneys being expended until payment thereof to the Lessors.
21. THAT in the event of any Lessor or Lessors 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 building or which may be desirable for the efficient and harmonious administration of the said land and building other than the execution of any mortgage or charge thereof 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 either 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 when such letter would in the ordinary course of the post have reached its destination.
- (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 then the Lessor or Lessors approving such action may thereafter carry into effect the proposed action in the name of all the Lessors and all actions taken as aforesaid within the scope of such notice shall be binding on all the Lessors and any obligations undertaken by the approving Lessors shall be enforceable against any Lessor who shall not have consented thereto.
22. THAT the Lessee shall obey and be bound by any decision arrived at in accordance with the provisions of clause 21 hereof and in the event of the Lessee not complying with such decision then the Lessors shall be at liberty to exercise and pursue all their rights remedies and powers at law by the issue of any writs or summons or any other such proceedings as they shall deem necessary to enforce the said decision.
23. THAT 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 as well as being the Lessee hereunder.
24. THAT in the event of this lease being finally and effectively determined (whether by Order of the Court on application for relief against forfeiture or otherwise) then the Lessee hereby irrevocably appoints the other Lessors as his Attorneys to sell his interest in the said land together with the obligation to take a lease of the flat for the unexpired balance of the term hereby created and otherwise on the same terms and conditions as are contained in this lease at such price as is the fair market value thereof PROVIDED ALWAYS that such Attorneys shall be bound to obtain the report of a registered valuer as to such fair market value.

The said Attorneys shall not however be bound to sell at such valuation and shall not be liable to the former Lessee for selling at a price less than such valuation provided that they have made every reasonable endeavour to obtain a price equivalent to such valuation. For the purposes aforesaid the said Attorneys shall have full powers to execute all necessary instruments whether under the Land Transfer Act or otherwise. The net proceeds of any such sale after payment of all expenses whatsoever incurred by the Lessors in any way arising out of the determination of this lease and/or the said sale or in any way pertaining thereto shall be held by the said Attorneys for the Lessee.

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 or anything herein contained or the construction hereof or as to matters in any way connected with or arising out of these presents or the operations thereof or the rights duties or liabilities of either party in connection with the premises then and in every such case the matter in difference shall be referred for a decision which shall be binding on all the Lessors to a single arbitrator in case the parties can agree on one and otherwise to arbitration in accordance with the Arbitration Act 1908 and its amendments or re-enactments for the time being in force.

26. THAT the expression "the Lessors" where used in these presents shall extend to signify include and bind the person or persons company or companies executing these presents as Lessor and all the Lessors (if more than one) jointly and severally and all the respective executors administrators successors and assigns of each Lessor and the expression "the Lessee" where used in these presents shall extend to signify include and bind the person or persons company or companies executing these presents as Lessee and all Lessees (if more than one) jointly and severally and all the respective executors administrators successors and assigns of each Lessee and that words signifying the masculine gender shall include the feminine gender and/or the neuter gender and words signifying the singular number shall include the plural number and vice versa and the expression "majority of the Lessors" where used herein shall mean any number of the Lessors who together own more than an undivided one half share or interest in the said land and in this connection if one person holds more than a one half share in the land the qualification for purposes of a majority decision shall be based on that person's share or interest in the said land and the expression "a majority decision" shall mean a decision of a majority of the Lessors as so defined.

AND THE above-named 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.

IN WITNESS WHEREOF these presents have been executed this 28th day of May One thousand nine hundred and ~~six~~ seventy-two

THE SCHEDULE

All that the flat number One (1) and the garage number six (6) and storage area number eleven (11) more particularly shown on Deposited Plan No. 66997 which is erected on Lot 2 and part Lot 1, Deposited Plan 3069 and being all the land comprised and described in Certificate of Title Volume 119 Folio 269 North Auckland Registry

THE COMMON SEAL of N.H. and H.J. PYE Limited as Lessor was hereunto affixed in the presence of:

N. H. Pye Director

[Signature] Director



THE COMMON SEAL of N.H. and H.J. PYE LIMITED was hereunto affixed in the presence of:-

N. H. Pye Director
[Signature] Director



No.

Correct for the purposes of the "Land Transfer Act."

LEASE of Flat 1 and garage 6
and storage area 11 - D.P. 66997

McLachlan
Solicitor for the Lessee.

N.H. and H.J. PYE LIMITED Lessors

TO: The District Land Registrar
AUCKLAND.

N.H. and H.J. PYE LIMITED Lessee

Please issue a composite Certificate of Title for an undivided one-fifth share of the freehold interest in Certificate of Title Volume 119 Folio 269 and the appropriate leasehold interest created by this lease affecting Flat 1 and garage 6 and storage area 11 shown on Deposited Plan 66997

Particulars entered in the Register Book, 119

Volume 269 Folio
the 16th day of June 1972 at 10 o'clock.



Wahood
District Assistant Land Registrar

of the District of

McLachlan
Solicitor for the Lessee

Composite Certificate of Title issued
Register 227/1433
Including 1/5th share in fee simple.

SIMPSON, COATES & CLAPSHAW,
SOLICITORS, AUCKLAND.

North Shore Printers Ltd.

DISTRICT
AUCKLAND
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