

STATEMENT OF PASSING OVER INFORMATION:
This information has been supplied to us by a third party. Accordingly, the Vendor and Austar Realty Limited are merely passing over this information as supplied to us by others. While we have passed on this information supplied by a third party, we have not checked, audited, or reviewed the records or documents and therefore to the maximum extent permitted by law neither the Vendor nor Austar Realty Limited or any of its' salespersons or employees accept any responsibility for the accuracy of the materials. Intending purchasers are advised to conduct their own investigation.

B511335.3VL

MEMORANDUM OF VARIATION OF LEASE NUMBER B230931.1

BETWEEN

JOHN WILLIAM CAMPBELL of Auckland, Office Worker and RITA CAMPBELL his wife as to an undivided one half share and ANDREW NICHOLAS FRASER of Auckland, Real Estate Salesman and JUDY BRENDA FRASER his wife as to the other undivided half share (being together with their successors and assigns referred to as "the Lessors")

A N D

ANDREW NICHOLAS FRASER of Auckland, Real Estate Salesman and JUDY BRENDA FRASER his wife (hereinafter referred to with their successors and assigns as "the Lessees")

WHEREAS

1. THE Lessors are registered as proprietors of an estate in fee simple in all that parcel of land comprising 986m² more or less being Lot 4 on Deposited Plan 16802 and being part Allotment 6 Parish of Waipareira and being all of the land comprised and described in Certificate of Title 56A/841 and 53D/1115 North Auckland Land Registry SUBJECT TO Fencing Covenant in Transfer 172307 and to Lease Number B230931.1.
2. BY Memorandum of Lease registered in the Land Registry Office at Auckland under number B230931.1 (hereinafter referred to as "the said lease") the Lessors JOHN WILLIAM CAMPBELL and RITA CAMPBELL did lease unto themselves for 999 years commencing from the 1st of November 1983 Flat 1 shown on Deposited Plan 99096 at the rental and upon the terms and conditions contained in the said lease.
3. THE Lessees are now the Lessees under the said lease.
4. THE Lessors now wish to grant to the said JOHN WILLIAM CAMPBELL and RITA CAMPBELL a lease of Flat 2 and Garage 2 on Deposited Plan 100695 which are situated on the said land.

8 XI 85 - 517 55-000.001.00 00,000,000

RECEIVED 1985 11 08

22
J. Campbell
R. Campbell

5. THE Lessees require that contemporaneously with the execution of the new lease of Flat 2 and Garage 2 on Deposited Plan 100695 the Lessors vary the terms of the said lease as hereinafter set forth to adequately record the use and occupation of the part of the said land shown marked "common area" on Deposited Plan 100695.

NOW THEREFORE IN CONSIDERATION of the Lessees executing the new lease of Flat 2 and Garage 2 100695 in favour of the said JOHN WILLAM CAMPBELL and RITA CAMPBELL the Lessors and the Lessees do hereby covenant and agree that the provisions of the said lease number B.230931.1 are hereby amended as follows:

- (1) Clause 11 of the said lease is deleted and replaced with the following:

"11. USE OF EXCLUSIVE AND COMMON AREAS"

- (1) The Lessee shall not without the written consent of the Lessors in any way use or enjoy any part of the said land except (a) the flat (b) that part of the said land relating to the flat marked or shown "A" on Deposited Plan 99096; (c) that part of the said land marked or shown a common area on Deposited Plan 100695 but only for the purposes of reasonable ingress and egress by vehicle or on foot or for the parking of motor vehicles so long as such parking does not interfere with the full and free access from Buscombe Avenue to that part of the said land shown marked "B" on Deposited Plan 100695.
- (2) The Lessors other than the Lessee hereunder shall not during the term hereby created use

Handwritten signatures and initials:
RSC
an
JCB
RB.

occupy or enjoy those parts of the said land adjacent to the flat shown marked "A" on Deposited Plan 99096 to the intent that the foregoing restrictive covenant shall at all times during the term hereof be appertinent to the estate and interest of the Lessee in the flat for all purposes connected with the use occupation and enjoyment thereof provided however that the Lessors shall be entitled to enter upon the said part of the land to the extent that may be necessary in order to effect repairs or maintenance to any building on the said land or any services relating thereto.

IN WITNESS WHEREOF this Deed has been executed the 14 day of November 1985

SIGNED by the said
JOHN WILLIAM CAMPBELL,
RITA CAMPBELL,
ANDREW NICHOLAS FRASER, and
JUDY BRENDA FRASER as

) *J.W. Campbell*
) *R. Campbell*
) *A.N. Fraser*
) *J.B. Fraser*

Lessors in the presence of:-

D. Stewart Henderson

SIGNED by the said
ANDREW NICHOLAS FRASER, and
JUDY BRENDA FRASER as
 Lessees in the presence of:-

) *A.N. Fraser*
) *J.B. Fraser*

D. Stewart Henderson

REGISTERED IN TRIPLICATE

MEMORANDUM OF VARIATION OF LEASE

LESSORS: J.W. & R. CAMPBELL &
A.N. & J.B. FRASER

LESSEES: A.N. & J.B. FRASER

Correct for the purposes of the Land
Transfer Act

Solicitor for the Lessee

TO: The District Land Registrar
North Auckland Land Registry

Please note on the said Certificate of Title
53D/1115 restrictive covenant contained in
Clause 1 hereof

.....
Solicitor for both Lessors and Lessees

2.05 28.FEB86 B 511335.3
PARTICULARS ENTERED IN REGISTERED
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR
53D/1115

