



Statement of Passing over Information:

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MEMORANDUM OF ENCUMBRANCE**WHEREAS**

- A. **RACHEL ANN MOONEY** and **PIA SUSANNA KOTKASAARI-RIVERS** (hereinafter together with their or his or her successors in title referred to as "the Owners") are registered as proprietors of the land described in the Schedule hereto (hereinafter referred to as "the Land").
- B. The Owners have requested **THE WAITAKERE CITY COUNCIL** (hereinafter referred to as "the Council") to consent to the erection of a car deck structure, retaining wall support and associated ramp and staircase access ("the Works") on part of the dedicated road area identified by a plan attached to the Authority for Use executed by the Owners for the benefit of Lot 753 Deposited Plan 35362 and being the land comprised and described in Certificate of Title No. NA2B/326 (North Auckland Registry) situated at 90 Laingholm Drive, Laingholm.
- C. Council has consented to the Works on the condition (inter alia) that the Owners enter into and execute this memorandum and also the Authority for Use of even date.

NOW THIS MEMORANDUM WITNESSES THAT:

1. THE Owners hereby encumber all the land described in the Schedule hereto for the benefit of Council for a term of 999 years commencing from the 1st day of December 2001 with an annual rent charge of TEN DOLLARS (\$10.00) plus GST to be paid in advance on the 1st day of December each year.
2. THE Owners covenant as follows with Council in respect of the land described in the Schedule hereto:-
 - (a) The Owners shall not construct the Works or use the Works unless and until they comply with the requirements of the Building Act 1991 and the conditions of any Consent issued thereunder.
 - (b) The Owners have (or shall at the request of the Council) entered into a formal agreement authorising the use of the dedicated road area (such agreement to be in such form and at such rental as from time to time may be determined by the Council) and the Owners shall pay in addition to the rent charge hereinbefore specified the fee in such agreement and observe and perform all the conditions therein.
 - (c) The Works shall remain on the dedicated road at the will and pleasure of the Council and the Owners will at their expense remove the Works within one month of notification requiring removal by the Council.

3. The Owners shall pay the costs of preparation, stamping and registration of this encumbrance and any other costs incurred by the Council in relation to this encumbrance.

4. SECTION 104 of the Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise (and without prejudice to the Council's rights of action at common law as a rent chargee or encumbrancee):

- (a) The Council shall be entitled to none of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952; and
- (b) No covenants on the part of the Owners are implied in this memorandum other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.

5. THE covenants hereof shall be enforceable only against the Owners or occupiers for the time being of the land described in the Schedule hereto and not otherwise against any former owner or occupier of the land.

6. IN this memorandum covenants by any two or more persons shall be joint and several. Words importing the singular and plural number shall include the plural and singular number respectively.

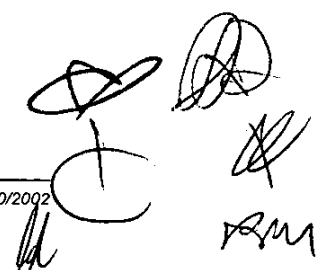
SCHEDULE

An estate in fee simple in that piece of land containing 1009m² more or less being Lot 753 Deposited Plan 35362 being part Allotments 19 and 20 Parish of Waikomiti and being the land comprised and described in Certificate of Title No. NA2B/326 (North Auckland Registry)

SUBJECT TO:

- 1. Drainage easement (in gross) in favour of The Chairman, Councillors and Inhabitants of the County of Waitemata created by Transfer 459460.
- 2. Fencing Agreement contained in Transfer 708125.
- 3. Right of Way Easement over part herein appurtenant to Lot 751 Plan 32354 (CT.1056/187) created by Transfer C.270133.1.
- 4. Statutory Land Charge under Sections 15 or 32 Legal Services Act 2000.
- 5. Mortgage No. 5300448.5 to Bank of New Zealand.

DATED this 22nd day of October 2002.

Handwritten signatures and initials are present in the bottom right corner of the page. There are several distinct marks, including what appears to be a large 'C' or 'G' shape, and some illegible scribbles.

SIGNED by the said
RACHEL ANN MOONEY in the
presence of:

R. Ann Mooney

[Signature]
Solicitor of the High Court of
New Zealand/Justice of Peace
WARWICK AYRES
SOLICITOR
AUCKLAND

SIGNED by the said
PIA SUSANNA KOTKASAARI-RIVERS
in the presence of:

[Signature]

[Signature]
Solicitor of the High Court of
New Zealand/Justice of Peace
WARWICK AYRES
SOLICITOR
AUCKLAND

MORTGAGEE CONSENT

BANK OF NEW ZEALAND being the Mortgagee under Mortgage No.5300448.5 (North Auckland Registry) consents to the registration of this encumbrance and covenants with the Council that in the event it exercises its power of sale under the said Mortgage any land sold pursuant to its power of sale shall be sold subject to these presents. The Mortgagee acknowledges for the purposes of the Contract (Privity) Act 1982 that this covenant is intended to create an obligation on the Mortgagee enforceable by the Council.

DATED this 22 day of OCTOBER 2002.

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys	BANK OF NEW ZEALAND by its Attorneys:-
Jeremy Hastings White	<i>[Signature]</i>
Sandra Gail Donnelly	<i>[Signature]</i>

in the presence of:

[Signature]
Bank Officer, Wellington

Kendall James Taylor



Bank of New Zealand

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, Jeremy Hastings White, and Sandra Gail Donnelly, both of Wellington, New Zealand, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Wellington this 22 day of October 2002


Jeremy Hastings White

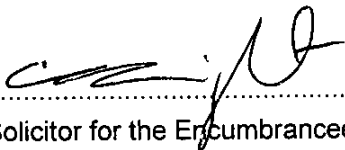
SIGNED at Wellington this 22 day of October 2002


Sandra Gail Donnelly

50206723

MEMORANDUM OF ENCUMBRANCE

Correct for the purposes of the Land Transfer
Act 1952


.....
Solicitor for the Encumbrancee

RACHEL ANN MOONEY

and

PIA SUSANNA KOTKASAARI-RIVERS

Owners

THE WAITAKERE CITY COUNCIL

Encumbrancee

Particulars entered in the Register as shown
in respect of the land referred to herein.

Assistant Land Registrar
Auckland Land Registry