

### Lease variation instrument

Section 116, Land Transfer Act 1952

VL 6510212.2 Variation (

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DocID: 312039030

Land registration district

North Auckland

Unique identifier(s) or CT(s)

NA 58B/938

Lease number

D.494862.1

(leasehold CT 63469)

Lessor

THE DILWORTH TRUST BOARD

Lessee

Luk Siu MING

Variation of lease

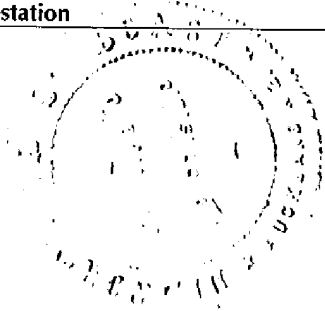
The covenants, conditions and restrictions contained in the above lease **are varied** as set out in the Annexure Schedule(s).

Dated this

day of

2005

Attestation



Common Seal of Lessor

The Common Seal of the Lessor  
**THE DILWORTH TRUST BOARD**  
was affixed in the presence of:

*J. Peters* ..... Trustee

*W. [Signature]* ..... General Manager

Signed in my presence by the Lessee

Signature of witness: *[Signature]*

Witness to complete in **BLOCK** letters  
(unless typewritten or legibly stamped):

Witness name: GRANT ROBERT AISLABIE

Occupation: SOLICITOR  
AUCKLAND

Address: .....

L S Ming

*[Signature]*

Signature [common seal]  
of Lessee

Certified correct for the purposes of the Land Transfer Act 1952

*[Signature]*

Solicitor for the Lessee

Annexure Schedule 1

Lease variation instrument

Dated

2005

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of

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pages

Variation of lease

Continue in additional Annexure Schedule if required

**Variations to the above lease:**

**1. Annual rent**

- (a) The rent for the period up to 29 June 2005 shall continue to be at the rate of \$58,500.00 (plus GST) per annum, payable half-yearly in advance as set out in the lease.
- (b) For the period from 30 June 2005 to 29 June 2012 the rent shall be at the reduced rate of \$40,000.00 (plus GST) per annum, payable monthly in advance, the first monthly instalment being due on 30 June 2005. The Lessee will pay such rent by automatic bank transfer to such bank account as the Lessor may from time to time nominate.
- (c) For the period from 30 June 2012 until expiry of the current term, the rent shall be reviewed, under Section 22 of the Public Bodies Leases Act 1969, to such rate as is at 30 June 2012 the then current market rent for this property.
- (d) Any new lease in renewal or replacement of this lease shall provide for rent reviews at 7-year intervals.

The covenants, conditions or restrictions contained or implied in the lease **are varied** as follows:

**2. Authorised use**

Clauses 3 and 4 of the lease are deleted and are replaced with the following clause:

- "3. The Lessee covenants that the property and all buildings and improvements thereon shall be used onyl for such uses as are from time to time permitted or consented to under the ordinances of the territorial local authority and strictly in accordance with the terms of all such resource consents building consents or permits as may be required for such use."

**3. Renewal**

Any new lease in renewal or substitution of this lease shall be upon and subject to the same covenants and provisions as the current lease as hereby varied, including provision for renewal and provision for 7-yearly rent reviews, and including such additional or replacement provisions as are then currently adopted by the Lessor for leases of land of a similar type.



JACKSON RUSSELL  
SOLICITORS  
AUCKLAND

Street address of property:  
99 Remuera Road

DTB property number  
049

All signing parties and either their witnesses or solicitors must sign or initial in this box.

ANNEXURE SCHEDULE

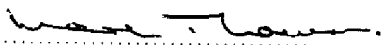
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"Mortgage", "Transfer", "Lease" etc

TRANSFER dated [ ] page [ ] of [ ] pages

LESSOR'S CONSENT TO TRANSFER OF LEASE

THE DILWORTH TRUST BOARD as Lessor under Memorandum of Lease number 0.494862.1 of the land described in the annexed transfer **HEREBY CONSENTS** to such transfer but without prejudice to its rights powers and remedies under the said lease.

SIGNED on behalf of )  
THE DILWORTH TRUST BOARD )  
pursuant to Resolution of the )  
Board dated 19 March 1990: )



(Martin Thomson, General Manager)

JACKSON RUSSELL  
SOLICITORS  
AUCKLAND

[ D 05 / 18

Transfer ]

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.