Approved by the Registrar-General of Land, Wellington, No. B319989.1/93

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Memorandum of Transfer

WHEREAS

1. AUDREY RONA WICKHAM of Athenree, Married Woman

is registered

(herein called "the Transferor") being registered as proprietor of an estate in fee simple in those

pieces of land described in the First Schedule hereto

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New Zealand Stamp Duty - Not Liable
Self assessed duty $**,***,**0.00

~~subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of containing more or less being~~

2. The said pieces of land result from a subdivision by the Transferor into lots of part of the land formerly comprised in Certificate of Title Volume 53A Folio 4 (South Auckland Registry) which lots the Transferor wishes to sell subject to and with the benefit of the restrictions below set out.

3. The Transferor has subdivided and intends to subdivide the remainder of the land formerly comprised in the said Certificate of Title Volume 53A Folio 4 into lots and has sold and intending to sell the same subject to and with the benefit of the like restrictions.

4. It is intended that each of the pieces of land described in the First Schedule hereto shall be subject in perpetuity to the restrictive covenants set forth in the Second Schedule hereto such covenants being for the benefit of all the other pieces of land described in the First Schedule hereto and enforceable by the owners of such pieces of land or any of them and for the benefit of the remainder of the land formerly comprised on Certificate of Title Volume 53A Folio 4 (South Auckland Registry) and enforceable by the owners thereof and of every part thereof.

NOW THIS TRANSFER WITNESSES that in order to give effect to such intentions the Transferor DOES HEREBY TRANSFER to herself the said AUDREY RONA WICKHAM of Athenree, Married Woman (herein called "The Transferee") the estate and interest of the Transferor in the lands described in the First Schedule hereto

AND

The Transferee so as to bind each of the pieces of land described in the First Schedule hereto and for the benefit in perpetuity of all the other pieces of land described in that Schedule and for the benefit in perpetuity of the remainder of the land formerly comprised in the said Certificate of Title 53A Folio 4 (South Auckland Registry) and every part thereof HEREBY COVENANTS AND AGREES with the Transferor that the Transferee will at all times keep and perform all the stipulations and restrictions contained in the Second Schedule hereto. PROVIDED HOWEVER that the Transferee shall as regards the said covenants and restrictions be liable only in respect of breaches thereof which shall occur whilst the Transferee is the registered proprietor of any piece of land subject to the said stipulations and restrictions

AND

The Transferee hereby covenants that the Transferee will at all times hereafter save and keep indemnified the Transferor from all proceedings costs and claims and demands in respect of all breaches by the Transferee of the stipulations and restrictions on the part of the Transferee contained in the said Second Schedule.

AND

For the avoidance of doubt the parties mutually covenant that the words "the remainder of the land formerly comprised in Certificate of Title 53A Folio 4 South Auckland Registry" mean all the land that was originally comprised in that title other than the lands described in the First Schedule hereto.