

## Deed of Variation of Agreement for Sale and Purchase

Date:

31 MARCH

2016

### Parties:

1. Mansons Properties (151 Victoria) Limited ("**Vendor**")
2. Augusta Funds Management Limited ("**Purchaser**")

### Background:

- A. The Vendor and the Purchaser are parties to a conditional agreement for sale and purchase dated 16 February 2016 in respect of the property known as Building A, 2 Graham Street, Auckland, New Zealand ("**Agreement**").
- B. The Vendor and the Purchaser have agreed to vary the Agreement on the terms set out in this deed.

### Operative provisions

With effect from the date of this deed, the Agreement is varied as follows:

1. The purchase price on the front page of the Agreement is varied by deleting "\$115,700,000" and replacing it with "\$115,818,265".
2. The deposit specified on the front page of the Agreement is varied by deleting "\$3,000,000" and replacing it with "\$5,000,000".
3. Clause 18.2(x) is varied by deleting "the date 10 working days after the date upon which all conditions in clause 19 are fulfilled or waived" and replacing them with "15 August 2016".
4. Clause 19.1(g) is varied by deleting the words "the date that is 30 working days after the execution of this agreement by both parties" and replacing them with "5pm on Friday, 15 April 2016".
5. Clause 19.2 is deleted.
6. Clause 20.1(a) is deleted and replaced with:  

"(a) The Purchaser shall pay the Deposit to the Vendor as follows:

  - (i) The sum of \$200,000 on 31 March 2016.
  - (ii) The balance of \$4,800,000 on the date upon which the condition in clause 19.1(a) is fulfilled or waived."
7. Clause 20.1(b) is deleted and replaced with:  

"Both Deposit instalments in clause 20.1(a) are not refundable and in particular the Vendor shall be entitled to retain the Deposit instalment in clause 20.1(a)(i) in the event that the condition in clause 19.1(a) is not fulfilled or waived."

8. A new clause 20.2 is inserted as follows:

"20.2 Interest

On the Settlement Date the Vendor shall pay to the Purchaser interest in respect of the Deposit at a rate equal to the ASB 6 month term deposit rate from the date upon which the total Deposit is received by the Vendor to the Settlement Date, such interest to be credited to the Purchaser in the Vendor's settlement statement."

9. Clause 21.5 is deleted.
10. The tenancy schedule attached to the Agreement is deleted and replaced with the tenancy schedule attached to this deed.
11. The Agreement is in all other respects confirmed by the parties.
12. This deed may be executed in any number of counterparts, each of which may be a facsimile copy or emailed pdf copy or other copy, and which together shall be deemed to constitute the one and the same instrument and a valid and binding deed.

**Execution:**

**SIGNED** for and on behalf of **MANSONS PROPERTIES (151 VICTORIA) LIMITED**  
in the presence of:

Witness Signature

Witness Name Brooke Casey Finch

Solicitor

Witness Occupation Auckland

Witness Address

**SIGNED** for and on behalf of **AUGUSTA FUNDS MANAGEMENT LIMITED**  
in the presence of:

Witness Signature

Witness Name Luke Jared Fitzgibbon


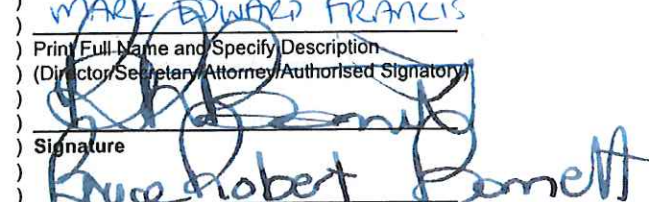
Solicitor

Witness Occupation

Auckland

Witness Address

)   
) Signature  
) Culm Alexander Manson  
)  
) Print Full Name and Specify Description  
) (Director/Secretary/Attorney/Authorised Signatory)  
)  
) Signature  
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) Print Full Name and Specify Description  
) (Director/Secretary/Attorney/Authorised Signatory)

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) Signature  
) MARK EDWARD FRANCIS  
)  
) Print Full Name and Specify Description  
) (Director/Secretary/Attorney/Authorised Signatory)  
)   
) Signature  
) Bruce Robert Bennett  
)  
) Print Full Name and Specify Description  
) (Director/Secretary/Attorney/Authorised Signatory)