

Approved by Registrar-General of Land under No. 2002/6055

Easement instrument to grant easement or profit à prendre, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

NELSON



EI 7111307.31 Easement

Cpy - 01/01, Pgs - 008, 13/11/06, 08:45



Grantor

Surname(s) must be uri. name 21190007

FLORIDA DEVELOPMENTS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

FLORIDA DEVELOPMENTS LIMITED

Grant* of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) ~~the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A,~~ with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 29th day of August 2006

Attestation

FLORIDA DEVELOPMENTS LTD. DIRECTOR DIRECTOR	Signed in my presence by the Grantor by its directors Nigel Patrick NALDER and Stephen Grant ORRAH
	Signature of witness _____ Witness to complete in BLOCK letters (unless legibly printed) Witness name _____ Occupation _____ Address _____
Signature [common seal] of Grantor	

FLORIDA DEVELOPMENTS LTD. DIRECTOR DIRECTOR	Signed in my presence by the Grantee by its directors Nigel Patrick NALDER and Stephen Grant ORRAH
	Signature of witness _____ Witness to complete in BLOCK letters (unless legibly printed) Witness name _____ Occupation _____ Address _____
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1



Easement instrument

Dated

29th August 2006

Page

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of

8

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenants – see Annexure Schedules attached			

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~[varied] [negated] [added to] or [substituted]~~ by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

~~[Annexure Schedule 2].~~

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

[Handwritten signatures]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 29th August 2006

Page 2 of 8 Pages

(Continue in additional Annexure Schedule, if required.)

CT References for Lots on DP 374719

Lot	CT
13	301209
14	301210
42	301211
43	301212
44	301213
45	301214
46	301215
47	301216
49	301217
50	301218
51	301219
52	301220
53	301221
54	301222
55	301223
56	301224
58	301226
59	301227
60	301228
61	301229
62	301230
63	301231
110	301233
111	301234
112	301235
113	301236
118	301237
119	301238

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

29th August 2006

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Pages

(Continue in additional Annexure Schedule, if required.)

CONTINUATION OF SCHEDULE A

1. The Grantor has procured subdivision of parts of the lands formerly contained in CT 228168 and CT 228167 into residential lots in the manner shown and defined on DP 374719.
2. It is the Grantor's intention that the Lots specified as "Servient Lots" in Schedule A are to be subject to the land covenants in Schedule B for 21 years from 30 September 2006 for the benefit of each of the Lots specified as "Dominant Lots" in Schedule A TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B for 21 years from 30 September 2006 and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lots.
3. So as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Grantor DOETH HEREBY COVENANT AND AGREE in the manner set out in Schedule B hereto so that the covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A.
4. THAT FLORIDA DEVELOPMENTS LIMITED will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified **FLORIDA DEVELOPMENTS LIMITED** and its legal successors (other than successors in title after registration of a Memorandum of Transfer) from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this Instrument in respect of any of the Lots which have been transferred by **FLORIDA DEVELOPMENTS LIMITED** to another registered proprietor.
5. For the purposes of Schedule B if **FLORIDA DEVELOPMENTS LIMITED** is removed from the Companies Office Register and is not available to approve requests then the approval decisions shall be made by the first person (alphabetically ranked by surname) available at the time who was a director of **FLORIDA DEVELOPMENTS LIMITED** at the time of removal from the Companies Office Register.
6. If any dispute or difference arises between Servient and Dominant Lot owners in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants the same shall be referred to **FLORIDA DEVELOPMENTS LIMITED** for resolution whose decision shall be final. If **FLORIDA DEVELOPMENTS LIMITED** is no longer available to resolve such disputes then the matter shall be referred for resolution in its place to the successor person described in clause 5 above.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

29th August 2006

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(Continue in additional Annexure Schedule, if required.)

7. If the Grantor or any subsequent Servient Lot owner (called "the Lot Owner" both in this clause and in Schedule B) is in breach of any of these conditions the Lot Owner will on request from the Grantee or any subsequent Dominant Lot owner (any of whom are included in the expression "Enforcer" in this clause) immediately and permanently desist from and remedy such breach at his cost. The Lot Owner shall also pay to the Enforcer:

- (a) The Enforcer's costs, fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs, fees and charges incurred in dealing with any claims against the Lot Owner by third parties arising from such breach, plus a 50% liquidated damages surcharge; and
- (b) The costs, fees and charges of any other person entitled to enforce the remedies.

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Annexure Schedule



Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated 29th August 2006

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(Continue in additional Annexure Schedule, if required.)

Servient Lots on DP 374719

Dominant Lots on DP 374719

13	14, 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 110, 111, 112, 113, 118, 119
14	13, 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 110, 111, 112, 113, 118, 119
42	13, 14, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 110, 111, 112, 113, 118, 119
43	13, 14, 42, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 110, 111, 112, 113, 118, 119
44	13, 14, 42, 43, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 110, 111, 112, 113, 118, 119
45	13, 14, 42, 43, 44, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 110, 111, 112, 113, 118, 119
46	13, 14, 42, 43, 44, 45, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 110, 111, 112, 113, 118, 119
47	13, 14, 42, 43, 44, 45, 46, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 110, 111, 112, 113, 118, 119
49	13, 14, 42, 43, 44, 45, 46, 47, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 110, 111, 112, 113, 118, 119
50	13, 14, 42, 43, 44, 45, 46, 47, 49, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 110, 111, 112, 113, 118, 119
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60	13, 14, 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 61, 62, 63, 110, 111, 112, 113, 118, 119

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Annexure Schedule



Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated 29th August 2006

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(Continue in additional Annexure Schedule, if required.)

61	13, 14, 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 62, 63, 110, 111, 112, 113, 118, 119
62	13, 14, 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 63, 110, 111, 112, 113, 118, 119
63	13, 14, 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 110, 111, 112, 113, 118, 119
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113	13, 14, 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 110, 111, 112, 118, 119
118	13, 14, 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 110, 111, 112, 113, 119
119	13, 14, 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 110, 111, 112, 113, 118

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Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 29th August 2006

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(Continue in additional Annexure Schedule, if required.)

SCHEDULE B

The Lot Owner shall not for a period of 21 years from 30 September 2006:

1. (i) Subdivide the Servient Lot. For the purposes of this clause "subdivide" shall have the meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act; but
 - (ii) Any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
2. Erect or permit to be erected upon the Servient Lot:
 - (i) Any more than one dwelling and one associated outbuilding unless the approval of Florida Developments Limited is first obtained.
 - (ii) A dwelling with an internal ground floor area of less than 140m² (except for Lots 13 and 58 where the minimum internal ground floor area shall be not less than 120m²) excluding any garaging or outbuildings. Any house shall be built on site from an individual design.
 - (iii) Any dwelling with corrugated iron or metallic cladding on the external walls except small areas of the materials may be used as a design feature if the prior written approval of Florida Developments Limited is obtained.
 - (iv) A dwelling building or other structure with roof cladding of corrugated iron whether unpainted or painted **PROVIDED THAT** Decramastic and Coloursteel products or products of similar construction pre-coated in the manufacturing process shall not be in breach of this restriction.
 - (v) Any pre-used dwelling building or structure or any kitset type dwelling of a familiar cheaper design look. No second-hand building materials (excluding recycled bricks) are to be used in the construction of any dwelling or outbuilding unless the prior written approval of Florida Developments Limited is obtained.
 - (vi) Any outbuilding other than buildings of a style and quality similar to the dwelling erected on that lot.
 - (vii) In respect of Lots 13, 44, 49, 50, 56 and 58 only any dwelling, building, mast, aerial, tree or shrub higher than 5.5 metres above the average ground level of the Lot. If any tree, shrub or other planting on these Lots exceeds this height and is obstructing the views of any other Lot in the subdivision, then a suitable qualified arborist will trim the tree, shrub or plant so that it

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Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 29th August 2006

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(Continue in additional Annexure Schedule, if required.)

complies with this restriction and the cost of so doing will be billed to the Lot owner in breach.

(viii) Any boundary fence or fence within the Lot:

(aa) built of galvanised iron, polite or cement board panels; or

(bb) comprising any live hedge exceeding two metres in height.

3. The Lot Owner shall not use or permit the use of any of the property for institutional residential purposes. For the purposes of this clause "institutional residential purposes" shall include but not be limited to the use of the property for housing purposes by central or local government agencies or public or private health sector agencies.

4. The Lot Owner warrants to maintain the Lot to a standard which (in the opinion of Florida Developments Limited) is acceptable and shall not allow it to become unsightly or a fire hazard. If grass or weeds are allowed to exceed 150mm in height Florida Developments Limited reserves the right to have the Lot mowed and the Lot Owner agrees to accept liability for such cost plus 50%.

5. The Lot Owner shall ensure that the exterior of the dwelling house shall be closed in within six months of laying down the foundations of the house and the house shall be fully completed within twelve months from the date of commencement of building.

6. The Lot Owner will not live on-site in temporary accommodation while constructing the principal dwelling.

7. The use of adjacent or abutting land and footpaths for access and dumping of rubbish is strictly prohibited. The Lot Owner shall reinstate or replace (or be responsible for all costs arising from damage to) the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from either:

(i) the Lot Owner's use of the land; or

(ii) directly or indirectly through the Lot Owner's actions or those of the Lot Owner's agents or invitees.

8. Florida Developments Limited reserves the right for itself (and not for its successors in title) to vary strict compliance with the above restrictions, but it will only do so if in its opinion the relaxation does not significantly affect the integrity of the subdivision scheme **PROVIDED** Florida Developments Limited may not vary clauses 1 and 2(ii).

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Transfer instrument
Section 90, Land Transfer Act 1952



T 7192674.1 Transfer

Cpy - 01/03, Pgs - 002, 16/01/07, 13:56



DocID: 211932723

Land registration district

NELSON

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

301209

All

Transferor

Surname(s) must be underlined or in CAPITALS.

Florida Developments Limited

Transferee

Surname(s) must be underlined or in CAPITALS.

Edward Bryan GOURLEY and Shirley Doris GOURLEY jointly inter se as to a one half share
and Cyril Kevin MARTIN and Roderick Ernest MARTIN jointly inter se as to a one half share

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed.

Fee Simple and the Transferee shall be bound by a fencing covenant as defined in s2 of the
Fencing Act 1978 in favour of the Transferor

Operative clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above
certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that
easement or profit à prendre is granted or created.

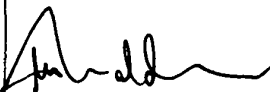
Dated this

9th


day of

January 2007

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure
Schedule).

 N.P. Nelder. Director	Signed in my presence by the Transferor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Transferee

Landonline User ID: MORGANCAU

LODGING FIRM: Morgan Coakle

Address: PO Box 114

Auckland

Uplifting Box Number:

ASSOCIATED FIRM: Gourley

Client Code / Ref: 233041-6 (KM)

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number: (LINZ Use only)

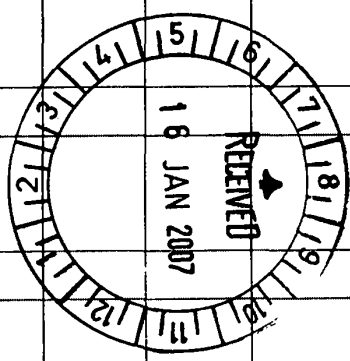
Priority Barcode/Date Stamp (LINZ use only)

NL

Plan Number Pre-Allocated or to be Deposited:

Rejected Dealing Number:

Other (state)



Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	NL301209	T	Florida Developments Ltd to EB and SD Gourley, CK & RE Ma	50.00							\$50.00
2											
3											
4									CHEQUE 50.00		
5											
6											
Land Information New Zealand Lodgement Form											
Annotations (LINZ use only)											
Original Signatures?											
Subtotal (for this page) \$50.00											
Total for this dealing \$50.00											
Less Fees paid on Dealing #											
GAST/ Cheque enclosed for \$50.00											

Fees Receipt and Tax Invoice
GST Registered Number 17-022-895
LINZ Form P005

T 7192674.1 Transfer
Cpy - 02/03, Pgs - 002, 16/01/07, 13/56
Copies (inc. original)
DocId: 211932723

P

sw

381756.3 FC

T 381756.3 TRANSFER
CPY-01/01.PGS-004.11/07/02.10:04



DocID: 210597953

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

Nelson

Certificate of Title No. All or Part? Area and legal description — *Insert only when part or Stratum, CT*

12C 1111 All

Transferor Surnames must be underlined

DAVID ALLAN GLENNIE and SANDRA ELIZABETH GLENNIE

Transferee Surnames must be underlined

EVERBRIGHT REALTY (NELSON) LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.*

Fee-simple and the Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor

Consideration


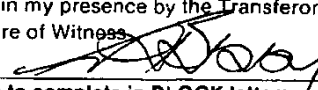
\$318,000.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

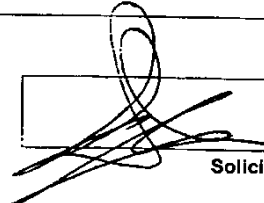
Dated this 28th day of September 1993

Attestation

	Signed in my presence by the Transferor
	Signature of Witness 
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name NEVILLE S. BIBBY
	Occupation LEGAL EXECUTIVE
	Address MAZE & ASSOCIATES
	NELSON
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1977.
 (DELETE INAPPLICABLE CERTIFICATE)

REF 4135


Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

28.9.98

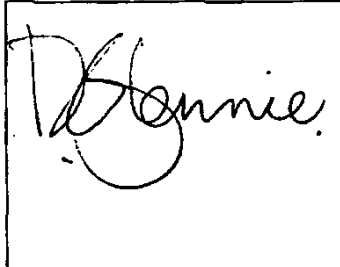
Page

2

of

2

Pages



Signature or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness



Witness to complete in BLOCK letters
(Unless type written or legibly stamped)

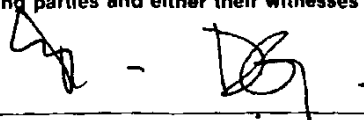
Witness Name: ALAIN SWAIN
Occupation: Legal Executive
KNAPPS LAWYERS
Address: NELSON

Date Agreement Stamped: 02/06/98

Amount of Stamp Duty paid \$ Nil

Certified by  Solicitor for Transferee

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.



Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

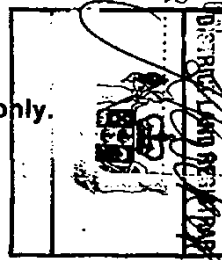
Law Firm Acting
KNAPPS LAWYERS RICHMOND

Auckland District Law Society
REF 4'35

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

to
c

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NELSON
ASST. LAND REGISTRAR



2.50 05.NOV98 381756 3



Transfer instrument
Section 90, Land Transfer Act 1952

2003/1032EF
Approved

T 7111307.30 Transfer

Cpy - 01/01, Pgs - 003, 13/11/06, 08:44



DocID: 211902003

Land registration district

NELSON

Unique identifier(s) or C/T(s)	All / Part	Area / description of part or stratum
301209	All	Continued on page 2 Annexure Schedule

Transferor *Surname(s) must be underlined or in CAPITALS*

RYMAN NELSON LIMITED

Transferee *Surname(s) must be underlined or in CAPITALS*

FLORIDA DEVELOPMENTS LIMITED

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created


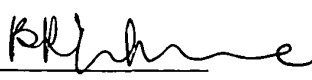
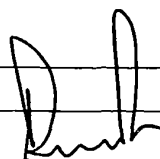
State if fencing covenant imposed
Fee simple and the Transferor shall be bound by a Fencing Covenant as defined in section 2 of the Fencing Act 1978 in favour of the Transferee

Operative Clause


The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit(s) à prendre is described above, that easement or profit(s) à prendre is granted or created.

DATED this 2nd day of September 2006

Attestation *If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule*

<p>Ryman Nelson Limited by its attorney</p>  <p>Signature [Common Seal] of Transferor</p>	<p>Signed in my presence by the Transferor</p>  <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name:</p> <p>Occupation: SRONWYN RUTH LANE REGISTERED LEGAL EXECUTIVE NELSON</p> <p>Address:</p> 
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Certified correct for the purposes of the Land Transfer Act 1952



[Solicitor for] the Transferee

Annexure Schedule



Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Transfer

Dated 22nd September 2006 Page 1 of 1 pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Unique Identifiers or CTs"

Unique Identifier or CT	All or Part?	Area / description of part or stratum
301210	All	
301211	All	
301212	All	
301213	All	
301214	All	
301215	All	
301216	All	
301217	All	
301218	All	
301219	All	
301220	All	
301221	All	
301222	All	
301223	All	
301224	All	
301226	All	
301227	All	
301228	All	
301229	All	
301230	All	
301231	All	
301233	All	
301234	All	
301235	All	
301236	All	
301237	All	
301238	All	

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Handwritten signatures]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 22nd September 2006

Page of pages

(Continue in additional Annexure Schedule, if required.)

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Ross Hannay McKECHNIE of Nelson, Solicitor, hereby certify:

1. THAT by deed dated the 27th July 2006 Ryman Nelson Limited of Christchurch, appointed me as its attorney on the terms and subject to the conditions set out in the said deed a copy of such deed having been lodged under number 6987090.1.

2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the liquidation of the said company otherwise.

DATED at Nelson this 22nd day of September 2006

Ross Hannay McKechnie

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.