

Transfer instrument
Section 90, Land Transfer Act 1952

T 5831745.11 Transfer

Cpy - 01/01, Pgs - 016.09/12/03, 12:33



DocID 211001866

Land registration district

NELSON

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

All/part

Area/description of part or stratum

99862	All	Lot 1 and a 1/11th share in Lot 13 DP 324764
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Transferor

Surname(s) must be underlined

Tucker Homestead Limited

Transferee

Surname(s) must be underlined

Tucker Homestead Limited

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

State if fencing covenant imposed.

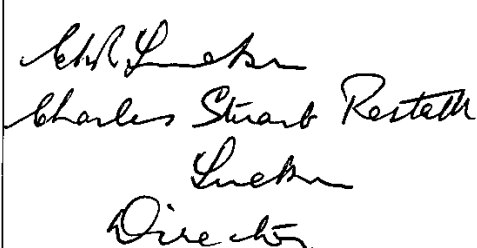
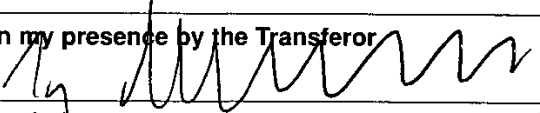
Fee simple subject to the Restrictive Land Covenants continued in the annexure Schedules hereto

Operative clause

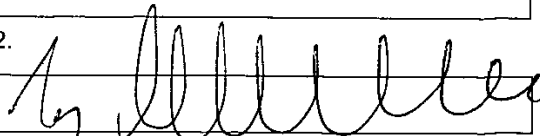
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or *profit à prendre* is described above, that easement or *profit à prendre* is granted or created.

Dated this 28 day of October 2003

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

 Charles Stuart Resteth Director	Signed in my presence by the Transferor 
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Anthony Gilbert Stallard Occupation Solicitor Nelson Address
Signature [common seal] of Transferor	

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

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(Continue in additional Annexure Schedule, if required.)

Continuation of "Certificate of title number"...

99863	Lot 2 and a	1/11 th share in Lot 13 DP 324764
99864	Lot 3	"
99865	Lot 4	"
99866	Lot 5	"
99867	Lot 6	"
99868	Lot 7	"
99869	Lot 8	"
99870	Lot 9	"
99871	Lot 11	"

Continuation of estate or interest to be transferred or easement to be created...

AND WHEREAS the Lots specified as Servient Lots in Schedule "A" are to be subject to the Land Covenants in Schedule B 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 as set out in Schedule B hereto 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.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots for the benefit of the respective Dominant Lots the Transferee DOTH 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 set out in Schedule A.

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(Continue in additional Annexure Schedule, if required.)

The said Tucker Homestead Limited will not be liable because of any action that 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 Dominant Lots shall indemnify and keep indemnified that said Tucker Homestead Limited and its legal successors (other than successors in title after the registration of the Memorandum of Transfer) from any costs, claims, suits, demands or liabilities or otherwise howsoever arising out of or under or by virtue of this Transfer in respect of any of Lots 1 - 11 (inclusive) which have been transferred by the said Tucker Homestead to another registered proprietor.

Schedule A

Servient Lots

Dominant Lots

Lot 1 DP 324764

Lot 2, and 1/11th share in Lot 13, DP 324764 to Lot 9 and 1/11th share in Lot 13 DP 324764 (inclusive) Lot 11 and 1/11th share in Lot 13 DP 324764

Lot 2 DP 324764

Lot 1, and 1/11th share in Lot 13, DP 324764. Lot 3 and 1/11th share in Lot 13 DP 324764 to Lot 9 and 1/11th share in Lot 13 DP 324764 (inclusive) Lot 11 and 1/11th share in Lot 13 DP 324764

Lot 3 DP 324764

Lot 1 and 1/11th share in Lot 13 DP 324764 Lot 2 and 1/11th share in Lot 13 DP 324764 Lot 4 and 1/11th share in Lot 13 DP 324764 to Lot 9 and 1/11th share in Lot 13 DP 324764 (inclusive) Lot 11 and 1/11th share in Lot 13 DP 324764

Lot 4 DP 324764

Lot 1 and 1/11th share in Lot 13 DP 324764 to Lot 3 and 1/11th share in Lot 13 DP 324764 (inclusive) Lot 5 and 1/11th share in Lot 13 DP 324764 to Lot 9 and 1/11th share in Lot 13 DP 324764 (inclusive) Lot 11 and 1/11th share in Lot 13 DP 324764

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[Handwritten signatures]

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(Continue in additional Annexure Schedule, if required.)

Lot 5 DP 324764

Lot 1 and 1/11th share in Lot 13 DP 324764 to
Lot 4 and 1/11th share in Lot 13 DP 324764
(inclusive)
Lot 6 and 1/11th share in Lot 13 DP 324764 to
Lot 9 and 1/11th share in Lot 13 DP 324764
(inclusive)
Lot 11 and 1/11th share in Lot 13 DP 324764

Lot 6 DP 324764

Lot 1 and 1/11th share in Lot 13 DP 324764 to
Lot 5 and 1/11th share in Lot 13 DP 324764
(inclusive)
Lot 7 and 1/11th share in Lot 13 DP 324764 to
Lot 9 and 1/11th share in Lot 13 DP 324764
(inclusive)
Lot 11 and 1/11th share in Lot 13 DP 324764

Lot 7 DP 324764

Lot 1 and 1/11th share in Lot 13 DP 324764 to
Lot 6 and 1/11th share in Lot 13 DP 324764
(inclusive)
Lot 8 and 1/11th share in Lot 13 DP 324764 to
Lot 9 and 1/11th share in Lot 13 DP 324764
Lot 11 and 1/11th share in Lot 13 DP 324764

Lot 8 DP 324764

Lot 1 and 1/11th share in Lot 13 DP 324764 to
Lot 7 and 1/11th share in Lot 13 DP 324764
(inclusive)
Lot 9 and 1/11th share in Lot 13 DP 324764
Lot 11 and 1/11th share in Lot 13 DP 324764

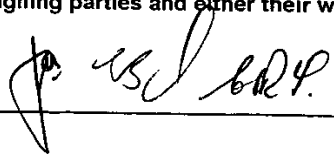
Lot 9 DP 324764

Lot 1 and 1/11th share in Lot 13 DP 324764 to
Lot 8 and 1/11th share in Lot 13 DP 324764
(inclusive)
Lot 11 and 1/11th share in Lot 13 DP 324764

Lot 11 DP 324764

Lot 1 and 1/11th share in Lot 13 DP 324764 to
Lot 9 and 1/11th share in Lot 13 DP 324764
(inclusive)

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Schedule B

1. PURPOSE

1.1 The purpose of these covenants is

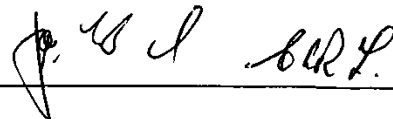
- (a) to protect the market value of the dominant lots, the privacy, peace and security of the occupants of the dominant lots, and to secure the servient lots as part of a working olive grove development, and the health, beauty and balance of the environment touching and concerning the Dominant Lots.
- (b) to ensure the proper administration and management of Lot 13 on behalf of the registered proprietors of the undivided 1/11th share that the registered proprietors will own in conjunction with their ownership of the dominant lots.

1.2 The administration and management of Lot 13 is to be undertaken by an administration and management company specifically contracted to secure the privacy, peace and security of the dominant lots, and to secure the servient lots as part of a working olive grove development.

1.3 Specifically, the management company will:

- (a) Manage Lot 13.
- (b) Maintain the infrastructure and assets of Lot 13.
- (c) Manage relationships with infrastructure service providers.
- (d) Manage the harvest arrangements in respect of the vendor profit à prendre operations on Lot 13.
- (e) Be the Project Manager in respect of the Tuscany Downs Project Design Guide referred to in the Consent Notice.

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(Continue in additional Annexure Schedule, if required.)

2. INTERPRETATION

2.1 In these covenants, unless a context otherwise requires:

Common Land means the area of land comprising Lot 13 Deposited Plan 324764 (Nelson Registry)

Construction Area means in respect of each servient lot the construction area referred to in clause 3.1(b)vii.

Design Guide means a Design Guide prepared as a guide for the management of the subdivision, building and landscaping and referred to as a Land Covenant pursuant to section 221 of the Resource Management Act and registered against Lots 1-9, 11 and 13.

Management Company means Tucker Homestead Ltd or a Management Company specifically incorporated for the purposes of management and control of the subdivision, the management and administration of Lot 13, design and landscaping.

Permitted Colours means the colours approved by the Management Company for the purpose specified by the Management Company for the time being and the expression "colours" includes black and white.

Permitted Materials means the materials approved by the Management Company for the purposes specified by the Management Company for the time being.

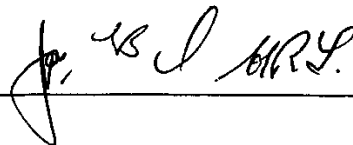
Project Manager means the Management Company.

Tucker Homestead Ltd Subdivision means the land contained in Lots 1 to 13 inclusive on Deposited Plan 324764

Structure without limiting the generality of the meaning of the term structure, structure shall include water tanks and swimming pools.

Subdivide has the same mean given to the expression "Subdivision of Land" set out in section 218 of the Resource Management Act 1991.

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3. SUBDIVISION AND STRUCTURES

3.1 The registered proprietor(s) of a servient lot will not at any time hereafter:

- a. Subdivide the servient lot.
- b. Erect or permit to be erected upon the servient lot:
 - i. Any more than one dwelling together with associated accessory buildings.
 - ii. Any dwelling with an internal floor living area of less than 200 square metres excluding any garage or associated or accessory outbuildings.
 - iii. Any dwelling, building or other structure of an "A" frame style or construction or with a basement area utilised other than for the purposes of living accommodation.
 - iv. Any dwelling, building or other structure unless it is:
 - (1) Constructed in a proper and workmanlike manner and in all respects in compliance with the plans and specifications approved by the Management Company in terms of sub clause 3.1(b)v and
 - (2) Constructed of Permanent Materials.
 - v. Any dwelling, building or other structure unless the plans and specifications (including the exterior colour and building materials) have first been approved by the Management Company which approval may be withheld entirely at the discretion of the Management Company if in its opinion such dwelling, building or structure is not in keeping with the natural rural aspects of the subdivision is not in keeping with the concept of a working olive grove, or in accordance with the Design Guide prepared by the registered proprietors of the dominant tenement or is not constructed of Permitted Materials or is not in all respects in compliance with the provisions of these covenants, or any Design Guide registered as a part of a Consent Notice pursuant to section 221 of the Resource Management Act. The registered proprietor(s) of the servient lot will provide such plans and specifications as the Management Company may require for the purposes of this clause;
 - vi. Any dwelling, building, aerial, mast or other structure of any nature whatsoever within 3 metres of any boundary of the servient lot;
 - vii. Any dwelling, buildings, mast, aerials or other structure of any nature whatever (on any part of the servient lot) except:

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(1) Within the Construction Area specifically designated for that servient lot and approved by the Management Company.

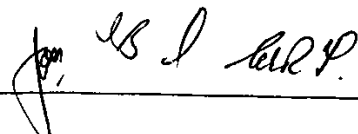
- c. Paint, coat, finish or clad or permit to be painted, coated, finished or clad, the exterior of any dwelling, building or other structure upon any part of the servient lot in a colour or of a material of a colour other than a Permitted Colour or otherwise in accordance with the provisions of the Design Guide.
- d. Erect or permit to be erected upon the servient lot any fence or hedge other than to a design approved by the Management Company such approval may be withheld at the discretion of the Management Company if in its opinion the fence is not of a design that is recessive, unobtrusive, environmentally friendly and built from material appropriate for a rural setting, provided that this clause shall not operate to prevent existing fences or repair thereof.

4. USE

4.1 The registered proprietor(s) of a servient lot will not at any time hereafter:

- a. Use or permit to be used upon the servient lot any caravan, motor-caravan, house truck, boat, tent or any other similar means of providing accommodation whether temporary, supplementary or otherwise/except for a period or periods in total of not more than one month in any one year.
- b. Use or permit the use of the servient lot or any part of it for institutional residential purposes, or as a hostel, lodge or boarding house. For the purposes of this clause "institutional residential purposes" includes the use of the servient lot for housing purposes by central or local government agencies or public or private health sector agencies or public or private retirement providers.
- c. Use or permit the use of the servient lot or any part of it for any trading or commercial purpose that by reason of noise, smell, visual appearance, commercial traffic or any other reason becomes a nuisance to or unreasonably detracts from the use and enjoyment of a dominant lot by a registered proprietor or occupier of it.
- d. Allow rubbish or waste materials to accumulate on the servient lot or allow the servient lot to become untidy or unsightly or unkempt by reason of excessive growth of grass or other plants.
- e. Use the servient lot or permit the servient lot to be used or do or permit to be done anything upon the servient lot which does not further the preservation of clean soil, water and air by means of proper energy waste and environmental management. For the purposes of this clause, "proper energy, waste and environmental management" include but is not limited to:
 - i. The use of minimum emission fires and wood burners to no less than standards specified at the time of installation in compliance with NZS

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7402 and NZS 7403 (1992) or successive standards for clean air design which are applicable at the time of installation.

- ii. The use of ecologically sound sewage and waste disposal systems.
- iii. The use only of such fungicides, herbicides and other sprays and chemicals of any nature whatever as may be approved by the Management Company.
- f. Bring or keep upon or permit to be brought or kept upon the servient lot any animal (including bird) which is not securely confined within the boundaries of the servient lot or which is a nuisance to an owner or occupier of any dominant lot or the Common Land and without limiting the generality of this provision will not bring upon or permit to be brought upon the servient lot or the Common Land any more than two cats which must fitted at all times with an appropriate cat collar for identification purposes. The purpose of the restriction in respect of cats is to protect the wild birdlife in and around the subdivision.

5. LANDSCAPE DESIGN

- 5.1 Any site development, landscape design, tree planting shall be done in accordance with landscape plan which has first been approved by the Management Company, which approval may be withheld entirely at the discretion of the Management Company if in its opinion the landscape plan is not in keeping natural aspects of the development of the olive grove or is not otherwise in accordance with the Design Guide.
- 5.2 No olive trees or other trees shall be removed from the site except with the consent of the Management Company, provided that this clause shall not operate to prevent the proper and orderly development of the subdivision by the transferors.

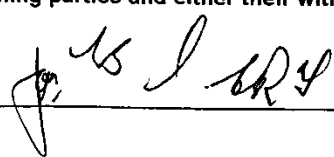
6. HOUSE SITES AND EXCAVATION

- 6.1 Other than excavation required for building foundations or in-ground structures generally required for the purposes of erection of any dwelling in accordance with plans and specifications approved by the Management Company, further earthworks or excavation (excluding minor landscaping) are prohibited.

7. ADMINISTRATION AND MANAGEMENT OF LOT 13

- 7.1 The registered proprietors of the servient tenements will not otherwise enter into any other arrangements in respect of the administration and management of Lot 13, except in accordance with the provisions of the Management Agreement attached as Schedule C.

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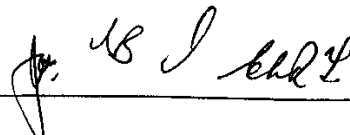
8. LOT 10

- 8.1 For the avoidance of doubt, these covenants do not apply to any existing residence or dwelling on Lot 10 or the existing cottage on Lot 13.
- 8.2 The present registered proprietors of Lot 10 (Tucker Homestead Ltd) may, without creating a subdivision, in accordance with any consent issued by the Tasman District Council, erect another dwelling on Lot 10 solely for the purposes of a residence, and for no other purpose.

9. MISCELLANEOUS

- 9.1 Except as provided in these covenants the Management Company may grant or withhold any approval entirely at its discretion.
- 9.2 The Management Company may grant a waiver or dispensation in respect of any of these covenants on such terms and conditions as may be determined by the Management Company if in the Management Company's reasonable opinion the granting of such waiver or dispensation does not derogate from the purpose or intent of the covenants or such purpose or intent by such waiver or dispensation is advanced. Any such waiver or dispensation will be binding upon the registered proprietors of the dominant lots.
- 9.3 The Management Company will not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any of the servient lots or at all as a result of these covenants or otherwise and the registered proprietors for the time being of the servient and dominant lots will indemnify and keep indemnified the Management Company from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of these covenants.
- 9.4 If any dispute or difference arises between the registered proprietor(s) or occupant(s) of one lot and the registered proprietor(s) or occupier(s) of another lot or the registered proprietor(s) or occupier(s) of one lot and the Management Company in respect of the interpretation or the application of these covenants (including but without limitation any dispute or difference about whether or not any act, matter or thing contravenes the provisions of these covenants) then the parties to the dispute or difference agree to discuss the matter fully in the spirit of goodwill and co-operation with a view to reaching a resolution but if such dispute or difference cannot be so resolved then such dispute or difference will be determined by the Management Company whose decision will be final and binding.

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Schedule C

BY THIS PROPERTY MANAGEMENT AGREEMENT dated 2003

PARTIES: 1. Tucker Homestead Limited (the "owner")
2. Tuscany Downs Property Management Company Limited (the "manager")

IT IS AGREED as follows:

1 Interpretation and definitions

1.1 In this agreement unless the context otherwise requires:

"the property" means the property or properties described in schedule 1.

"the subdivision" means a subdivision of the land contained in Lots 1-13 inclusive on Deposited Plan.

1.2 This agreement shall bind the successors and assigns of the parties.

1.3 Paragraph or clause headings are included for the sake of convenience and do not affect the interpretation of this agreement.

2 Appointment of manager

2.1 The owner appoints the manager as manager of the property and the manager accepts the appointment upon and subject to the terms and conditions contained in this agreement.

3 Term of agreement

3.1 The term of this agreement shall (subject to clause 11.0) be for a period of 10 years, commencing on the date upon which title to the lots being sold by the owners become available.

3.2 Upon the expiry of the term of this agreement it may be extended or renewed for such period and on such terms as the parties shall agree. If no such agreement is made between the parties then this agreement shall continue until determined by either party giving to the other not less than two months written notice of the date of termination.

4 Manager's remuneration

4.1 During the term of this agreement and in consideration of the services to be performed by the manager the owner agrees that it will pay to the manager a management fee, which fee shall be included in the obligations of the owner pursuant to a profit á prendre granted in favour of the owner before this agreement takes effect.

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5 Duties of the manager

5.1 The manager shall carry out on behalf of the owner the duties and functions set out in Schedule 2 and when the same are required in a good and professional manner to the reasonable satisfaction of the owner.

5.2 In addition to the duties to be carried out pursuant to clause 5.1 the manager will with all reasonable diligence carry out any other action or matter which the owner may reasonably request having regard to the proper management and control of the property.

5.3 The manager will at all times use all reasonable endeavours and act in good faith in fulfilling its obligations under this agreement. It is expressly acknowledged and agreed that so long as the manager acts reasonably and to the required standard and in good faith in the performance of its obligations under this agreement it shall in no way be liable to the owner for any loss or damage (whether actual or prospective) suffered by the owner in respect of its business or affairs provided that loss or damage does not arise from the negligence, wilful default or wilful omission of the manager or its employees or agents.

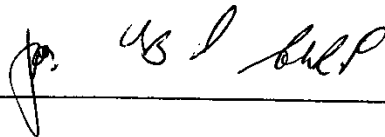
5.4 The manager will at all times act to implement the provisions of any covenants arising out of any obligations incumbent on the owner and arising out of the provision of any Design Guide, Consent Notice or Land Covenants in respect of the subdivision.

6 Manager acts solely as agent for owner

6.1 For the purposes of this agreement and the performance by the manager of its duties the manager shall act solely as the agent of the owner. All costs, disbursements and expenses incurred by the manager in its capacity as manager of the property and in connection with the operation and management of the property shall be the costs, disbursements and expenses of the owner only. The manager in its capacity as manager of the property shall not be liable for any costs, or other amounts by reason of its management and control of the property. Accordingly, all outgoings, repairs and maintenance, consultants' fees, real estate agents' commission, any caretaker salary and other costs and amounts incurred in the management of the property shall be borne by the owner. The manager in its capacity as manager shall however bear its own general overhead expenses including the wages and salaries of its own employees in carrying out its management duties.

6.2 The owner shall indemnify the manager in respect of all costs, damages, losses and expenses suffered by the manager as a result of the performance of its obligations under this agreement unless such costs, damages, and losses or expenses arise from the Manager's gross misconduct or negligence.

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7 Force majeure

7.1 The manager shall not, in its capacity as manager of the property and in the performance of its obligations under this agreement, be liable for any failure to perform any of the terms or conditions of this agreement or for any delay in performance or loss or damage of any nature however caused or arising where such failure, delay, loss or damage arises from any cause of any beyond the reasonable control of the manager.

8 Manager's authority to incur expenses

8.1 The manager shall in carrying out its obligations under this agreement be subject to the direction and control of the owner in respect of the incurring of any liability on behalf of the owner.

8.2 The owner authorises the manager to incur financial liability on behalf of the owner without prior approval in the following circumstances:

- (a) Where the financial liability does not exceed \$100.00 in respect of any one item.
- (b) Where the financial liability is incurred as part of the expenditure in a budget for the property approved by the owner.
- (c) Where the financial liability relates to a repair that is in the opinion of the manager necessary to protect the property from damage or to maintain essential services to the subdivision. In this event the manager shall notify the owner of any such repair costing more than \$500.00 as soon as possible following completion of such repair.

9 Assignment

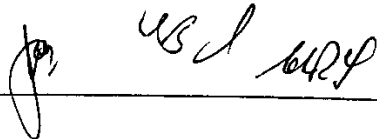
9.1 The manager may not assign all or any of the manager's rights or obligations under this agreement without the prior written consent of the owner. For the purposes of this clause any major change in shareholding in the manager will constitute an assignment of this agreement.

10 Notices

10.1 All notices provided for or permitted under this agreement may be sent by registered mail with postage prepaid, by hand delivery or by facsimile to the registered office or head office of the party concerned or to any other address notified by either party to the other in writing. All such notices or communications shall be deemed to have been duly given or made:

- (a) Three days after being deposited in the mail by the sender with mail postage prepaid.
- (b) On delivery when delivered by hand to the recipient.
- (c) If sent by facsimile when a completed transmission report is received by the sender unless a verifiable query as to material illegibility is promptly raised.

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(Continue in additional Annexure Schedule, if required.)

11 Termination

11.1 In the event that either party to this agreement fails to perform or fulfil at any time any of its obligations under this agreement, and in the event that such party shall fail to remedy such default within 30 days after receiving written notice of the default from the party not in default, then the party not in default may terminate this agreement with immediate effect.

11.2 Either party may terminate this agreement with immediate effect if a receiver or liquidator is appointed of the other party or its property or if the other party becomes insolvent or unable to pay its debts in the ordinary course of business or if a final judgment or order is issued against the other party under any law relating to bankruptcy or insolvency or if the other party is wound up or liquidated or dissolved whether voluntarily or otherwise howsoever.

12 Dispute Resolution

The provisions of clause 9.4 on the Covenants shall apply in relation to any dispute between the owner and the manager.

SCHEDULE 1

Description of the property

The land described as 13 inclusive on DP 324764

SCHEDULE 2

DUTIES OF THE MANAGER

In accordance with clause 5.1 of the agreement the manager shall carry out the following duties:

- (1) Arrange, organise and supervise all maintenance and repairs required on or to the property for which the owner is responsible so that it is maintained in a good and proper standard.
- (2) Prepare and maintain a comprehensive management manual, and upon termination of the agreement surrender the updated manual to the owner.
- (3) Arrange, supervise and control all service contracts for building services provided in the property and at regular intervals to review the composition, cost and appropriateness of such contracts.
- (4) Prepare, arrange, review and programme preventative maintenance of the property and ancillary areas such as yards, terraces and landscaping.
- (5) Arrange and control building security services as considered appropriate in respect of the property.
- (6) Regularly and at intervals less than one year carry out a thorough inspection of the property and to the building services and to report in writing on the state and condition and repair thereof to the owner.

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

28 October 2002

Page

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of

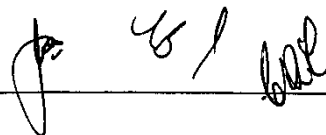
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pages

(Continue in additional Annexure Schedule, if required.)

- (7) Arrange and organise where necessary civil defence and emergency evacuation procedures as appropriate.
- (8) Liaise with any insurance company or insurance broker as may be nominated or approved by the owner and arrange building insurances including replacement fire cover, public liability, plate glass and loss of rentals cover as appropriate. Liaise with the owner for annual revaluation and renewal of insurances as necessary.
- (9) Advise the owner, without delay, and process any insurance claims required in respect of the property pursuant to any policy of insurance issued in respect of the property and to complete and to report in writing to the owner on the completion of all such claims.
- (10) Organise and arrange payment and coding of all property operating costs as authorised by the owner.
- (11) As and when required call for tenders for any major works or repairs required to be carried out on the property.
- (12) Provide on an annual basis a summary of accounts and report to the owner on the operation of the property so as to provide the owner with a full budget analysis of the property.
- (13) Provide, when required by the owner, but in any event not more than once a quarter, a written report of the operations of the property including an up to date summary of operating costs.
- (14) Use its best endeavours to advise the owner from time to time of any change in local government or other statutory requirements and to bring to the attention of the owner any local authority requisitions and requirements affecting the property and if requested so to do by the owner to assist where necessary in attending to such requisitions and requirements.
- (15) Obtain a compliance schedule and arrange for the annual building warrants of fitness to be issued by the territorial authority in accordance with the requirements of the Building Act 1991, if a compliance schedule is required for any building situated on the property. All territorial authority fees relating to the compliance certificates issued by or on behalf of a territorial authority shall be borne by the owner.
- (16) Take all practicable steps to ensure that, if any part of the property is used as a place of work, the property fully complies with the Health and Safety in Employment Act 1992, and immediately notify the owner of any non-compliance with that Act and of any hazards or potential hazards which may come to its notice.
- (17) Take all steps necessary to ensure compliance with any Consent Notice, Design Guide, or Land Covenants in respect of the subdivision.

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

Transfer

Dated 28 October 2007.

Page 16 of 16 pages

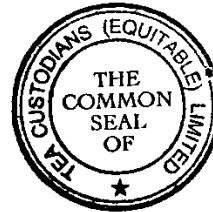
(Continue in additional Annexure Schedule, if required.)

The mortgagee TEA Custodians (Equitable) Limited under and by virtue of mortgage number 5640531.2 hereby consents to the registration of the within Transfer but without prejudice to its rights, powers and remedies contained in the mortgage.

Signed by TEA Custodians (Equitable) Limited

The Common Seal of TEA Custodians (Equitable) Limited was hereunto affixed by the authority of:

John Alan Arnerich
..... Authorised Signatory
Mohammed Aktar
..... Designated Signatory



2003/337

in the presence of [Signature]

Lisa Beresford
Administrative Assistant
Auckland

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.

[Signatures]