

Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EI 6315745.2 Easement I

Cpy - 01/01, Pgs - 004, 16/02/05, 13:28



DocID: 211348491

Surname(s) must be underlined.

Land registration district

NELSON

Grantor

Coastal Vineyards Limited

Grantee

Surname(s) must be underlined.

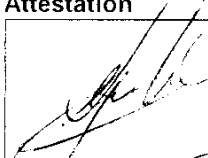

Coastal Vineyards Limited

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

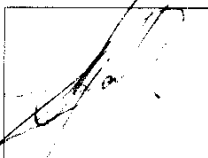

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) **set out** in Schedule A, with the rights and powers or provisions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

Dated this 21 day of January 2005

Attestation

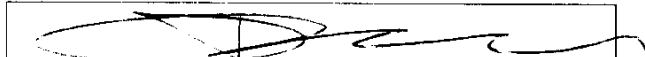


Signature [common seal] of Grantor

Signed in my presence by the Grantor *by its Directors*
Geoffrey Matthew Lambert and Donna-Franca Lambert
Signature of witness
Witness to complete in BLOCK letters (unless legibly printed)
Witness name
Occupation
Address



Signature [common seal] of Grantee

Signed in my presence by the Grantee *by its Directors*
Geoffrey Matthew Lambert and Donna-Franca Lambert
Signature of witness
Witness to complete in BLOCK letters (unless legibly printed)
Witness name
Occupation
Address

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

Insert type of instrument

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

Easement

Dated

2005

Page

2

of

4

pages

(Continue in additional Annexure Schedule, if required.)

SCHEDULE A

Servient Tenement: CT 155161

Dominant Tenements: CT 155162
CT 1551680

SCHEDULE OF RESTRICTIVE COVENANTS

The registered proprietor or proprietors for the time being of each servient tenement shall not at any time hereafter:

A subdivide any of the said lots except that Lot 1 DP 337802 may be subdivided into 2 lots one of which shall be transferred to Coastal Vineyards Limited. Those 2 lots shall be also servient tenements hereunder. For the purposes of this clause "subdivide" shall have the same meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991; Boundary adjustments which do not create additional lots are permitted.

B erect or permit to be erected upon any of the said lots:

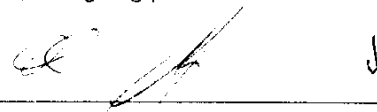
- (i) any more than one dwelling and associated outbuildings individually designed;
- (ii) any building exceeding 7.5 metres in height above the surrounding natural ground level;
- (iii) any building or planting or landscaping without first obtaining the consent of Coastal Vineyards Limited or its nominee to the following matters relating thereto:
 - (a) elevation and profiles and layout plans;
 - (b) the siting of same;
 - (c) the colours of the exterior of buildings.

The approval of Coastal Vineyards Ltd or its nominee shall not be unreasonably withheld. Coastal Vineyards Ltd shall have 30 days from submission of all such particulars to disapprove or approve those particulars.

- (iv) any dwelling (including any internal garaging) with an internal floor area of less than 200 square metres;

(Continued on Page 3 Annexure Schedule)

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 2005

Page 3 of 4 pages

(Continue in additional Annexure Schedule, if required.)

- (v) any outbuilding (including external garaging) other than buildings of a style and quality similar to the dwelling erected or to be erected on that lot;
 - (vi) any building with metal roofing, except where this has been treated with a factory applied coating system as part of the manufacturing process;
 - (vii) any dwelling, building or structure of an "A" frame style of construction;
 - (viii) any pre-used dwelling, building or structure;
 - (ix) any dwelling which shall have been wholly or substantially constructed or pre-fabricated on a site other than the lot and relocated to the lot. For the purposes of this clause a kitset dwelling shall be a dwelling pre-fabricated on a site other than the lot;
 - (x) any dwelling or other building outside the building site specified by the Vendor.
- C park or permit to be parked in the front yard of any of the said lots any trailer boat caravan or any vehicle of any kind other than private cars owned by the registered proprietor and his her or their guests.
- D erect or permit to be erected on any Lot any structure including dwellings buildings masts and aerials exceeding 5.5 metres in height above the mean ground level nor grow or permit to grow on any of those allotments any tree exceeding 5.5 metres in height above the mean ground level.
- E use nor permit the use of the property for other than private residential purposes (subject to F below) to the intent that such property shall not be used for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health sector agencies or for rest homes.
- F use the property or permit the property to be used for any trading or commercial purpose except for home occupation for 1 person as defined in the Tasman District Council plan, or erect or place or permit to be erected or placed on the lot any advertisement, sign or hoarding of a commercial nature.
- G allow the lot to become unkempt by reason of excessive growth of grass or otherwise and will at all times maintain the lot in a neat and tidy state.

(Continued on Page 4 Annexure Schedule)

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

2005

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of

4

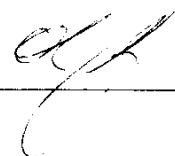
pages

(Continue in additional Annexure Schedule, if required.)

AND it is hereby covenanted and agreed between the Grantee and Grantor that:

- (a) if the Grantor or any subsequent servient lot owner shall be in breach of any of these conditions he will on request from the Grantee or any subsequent dominant lot owner (all of whom are included in the expression "the Enforcer" in this clause) immediately and permanently desist from and remedy such breach at his cost. The Grantor or any subsequent servient lot owner shall also pay to the Enforcer:
 - (i) 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 Grantee by third parties arising from such breach, plus a 50% liquidated damages surcharge;
 - (ii) the costs, fees and charges of any other person entitled to enforce the remedies.
- (b) the Grantee shall not be liable because of any action that it may take or fail to take or for any default in any building erected on the land or at all as a result of the restrictions or otherwise set out herein and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified the Grantee its successor and assigns from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this transfer.
- (c) all differences and disputes which may arise between the parties or any of them touching or concerning any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to Arbitration in accordance with the Arbitration Act 1996 or any re-enactment thereof for the time being in force.

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.



Easement instrument to grant easement or profit à prendre **EI 6405080.1 Easement I**
Sections 90A and 90F, Land Transfer Act 1952

Cpy - 01/03, Pgs - 006, 03/05/06, 11:09



Land registration district

NELSON

Grantor

Surname(s) must be underlined.

Coastal Vineyards Limited

Grantee

Surname(s) must be underlined.

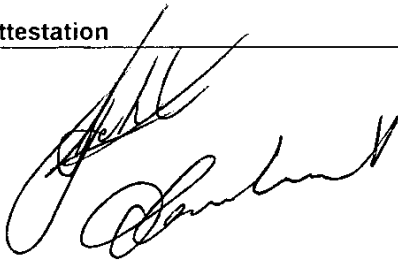
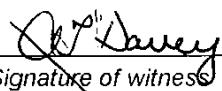
Elizabeth Marion Whitcombe as to CT 155161
Coastal Vineyards Limited as to CT 155160

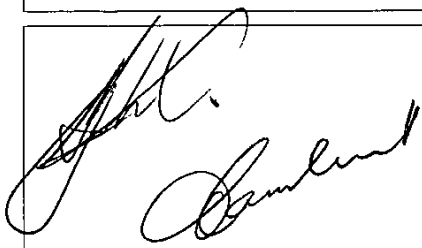
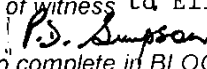
Grant* of easement or profit à prendre or creation or covenant

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) for the benefit of the dominant tenements set out in Schedule A

Dated this 31 day of May 20 05

Attestation

	Signed in my presence by the Grantor Coastal Vineyards Limited by its Directors Geoffrey Mathew Lambert and Donna-Framina Lambert
	 Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Anne Therese Davey Occupation Law Clerk Nelson
Signature [common seal] of Grantor	Address

 E.M. Whitcombe	Signed in my presence by the Grantee Coastal Vineyards Ltd by its Directors Geoffrey Mathew Lambert and Donna-Framina Lambert and Elizabeth Marion Whitcombe in the presence of:
	 Signature of witness to Elizabeth Marion Whitcombe Witness to complete in BLOCK letters (unless legibly printed) Witness name Patricia Dawn SIMPSON Occupation Dental Therapist
Signature [common seal] of Grantee	Address 3 Meadowhane Richmond Nelson.

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

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

Easement

Dated 31/ 3/ 2005

Page 2 of 4 pages

(Continue in additional Annexure Schedule, if required.)

SCHEDULE A

Servient Tenement: CT 155162

Dominant Tenements: CT 155161
CT ~~155163~~ 155160

SCHEDULE OF RESTRICTIVE COVENANTS

The registered proprietor or proprietors for the time being of each servient tenement shall not at any time hereafter:

A subdivide any of the said lots. For the purposes of this clause "subdivide" shall have the same meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991; Boundary adjustments which do not create additional lots are permitted.

B erect or permit to be erected upon any of the said lots:

- (i) any more than one dwelling and associated outbuildings individually designed;
- (ii) any building exceeding 7.5 metres in height above the surrounding natural ground level;
- (iii) any building or planting or landscaping without first obtaining the consent of Coastal Vineyards Limited or its nominee to the following matters relating thereto:
 - (a) elevation and profiles and layout plans;
 - (b) the siting of same;
 - (c) the colours of the exterior of buildings.

The approval of Coastal Vineyards Ltd or its nominee shall not be unreasonably withheld. Coastal Vineyards Ltd shall have 30 days from submission of all such particulars to disapprove or approve those particulars.

- (iv) any dwelling (including any internal garaging) with an internal floor area of less than 200 square metres;

(Continued on Page 3 Annexure Schedule)

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 initials: EHW, PDS, and other illegible marks]

Annexure Schedule

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

Easement

Dated

31/ 3/ 2005

Page

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4

pages

(Continue in additional Annexure Schedule, if required.)

- (v) any outbuilding (including external garaging) other than buildings of a style and quality similar to the dwelling erected or to be erected on that lot;
- (vi) any building with metal roofing, except where this has been treated with a factory applied coating system as part of the manufacturing process;
- (vii) any dwelling, building or structure of an "A" frame style of construction;
- (viii) any pre-used dwelling, building or structure;
- (ix) any dwelling which shall have been wholly or substantially constructed or pre-fabricated on a site other than the lot and relocated to the lot. For the purposes of this clause a kitset dwelling shall be a dwelling pre-fabricated on a site other than the lot;
- (x) any dwelling or other building outside the building site specified by the Vendor.

C park or permit to be parked in the front yard of any of the said lots any trailer boat caravan or any vehicle of any kind other than private cars owned by the registered proprietor and his her or their guests.

D erect or permit to be erected on any Lot any structure including dwellings buildings masts and aerials exceeding 5.5 metres in height above the mean ground level nor grow or permit to grow on any of those allotments any tree exceeding 5.5 metres in height above the mean ground level.

E use nor permit the use of the property for other than private residential purposes (subject to F below) to the intent that such property shall not be used for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health sector agencies or for rest homes.

F use the property or permit the property to be used for any trading or commercial purpose except for home occupation for 1 person as defined in the Tasman District Council plan, or erect or place or permit to be erected or placed on the lot any advertisement, sign or hoarding of a commercial nature.

G allow the lot to become unkempt by reason of excessive growth of grass or otherwise and will at all times maintain the lot in a neat and tidy state.

(Continued on Page 4 Annexure Schedule)

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.

h BMW BS. [Signature]

Annexure Schedule

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

Easement

Dated 31 / 3 / 2005 Page 4 of 4 pages

(Continue in additional Annexure Schedule, if required.)

AND it is hereby covenanted and agreed between the Grantee and Grantor that:

- (a) if the Grantor or any subsequent servient lot owner shall be in breach of any of these conditions he will on request from the Grantee or any subsequent dominant lot owner (all of whom are included in the expression "the Enforcer" in this clause) immediately and permanently desist from and remedy such breach at his cost. The Grantor or any subsequent servient lot owner shall also pay to the Enforcer:
 - (i) 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 Grantee by third parties arising from such breach, plus a 50% liquidated damages surcharge;
 - (ii) the costs, fees and charges of any other person entitled to enforce the remedies.
- (b) the Grantee shall not be liable because of any action that it may take or fail to take or for any default in any building erected on the land or at all as a result of the restrictions or otherwise set out herein and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified the Grantee its successor and assigns from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this transfer.
- (c) all differences and disputes which may arise between the parties or any of them touching or concerning any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to Arbitration in accordance with the Arbitration Act 1996 or any re-enactment thereof for the time being in force.

ANZ NATIONAL BANK LIMITED as Mortgagee under Mortgage 5957909.3
HEREBY CONSENTS to the within Easement Instrument.

ANZ National Bank Limited
by its Attorney

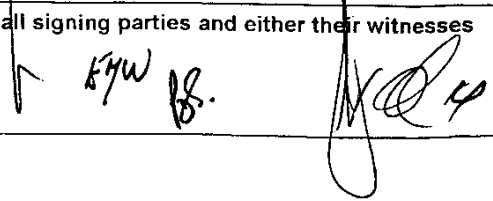
KAPUA KATRINA GARDINER



MAGDALENE LAI PHENG
JEE COOPER
BANK OFFICER
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.





The National Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Kapua Katrina Gardiner**, Manager Lending Services of Auckland in New Zealand hereby certifies that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
4. At the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

DATED at Auckland this 26th day of April 2005

Kapua Katrina Gardiner

Landonline User ID:

LODGING FIRM:

Address:

NELSON

DX WCT0010

GLASGOW HARLEY

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / S UD Number:

(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

E1 6405080.1 Easement 1

CPY - 02/03, Pgs - 000, 09/05/05, 11/09

Copies
(inc. original)

DocID: 211411008

nc

Uplifting Box Number:

ASSOCIATED FIRM:

Client Code / Ref:

31587/1 BJN

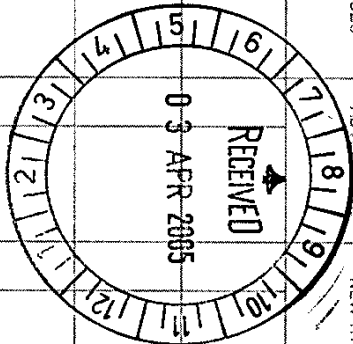
Other (state)

Repealed Dealing Number:

6372058

ls

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	ISS162 CT 155161 CT 155160	EI	Coastal Vineyards Ltd to EM Whitcombe & Coastal Vineyards	50.00	\$2					\$20	\$72.00
2											
3											
4									CHCH A 0K6044	CHEQUE 20.00	
5											
6											



Handwritten initials 'P.S.D.' and a signature.

PAID stamp

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Original Signatures?

Subtotal (for this page) \$72.00

Total for this dealing \$72.00

Less Fees paid on Dealing # 6372058 \$52.00

Cash/Cheque enclosed for \$20.00

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

Sections 90A and 90F, Land Transfer Act 19

EI 7278361.4 Easemen

Cpy - 01/01, Pgs - 006, 15/03/07, 10:22

Land registration district

NELSON



DocID: 211963897

Grantor

Surname(s) must be underlined.

COASTAL VINEYARDS LIMITED

Grantee

Surname(s) must be underlined.

COASTAL VINEYARDS 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

9th

day of

February

2007

Attestation

	Signed in my presence by the Grantor by its Director(s)
	_____ Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
Signature [common seal] of Grantor	Occupation
	Address

	Signed in my presence by the Grantee by its Director(s)
	_____ Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
Signature [common seal] of Grantee	Occupation
	Address

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 2006 Page 2 of 4 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)
Covenant		245902	245903

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

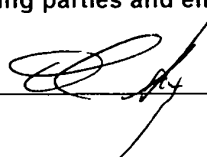

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

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

Annexure Schedule 2

2003/5038EF
Approved
Registrar-General of Land

*Easement instrument

Dated

Page 3 of 4 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

SCHEDULE OF RESTRICTIVE COVENANTS

The registered proprietor or proprietors for the time being of each servient tenement shall not at any time hereafter:

A subdivide any of the said lots except that any lot may be subdivided into 2 lots one of which shall be transferred to Coastal Vineyards Limited. Those 2 lots shall also be servient tenements hereunder. For the purposes of this clause "subdivide" shall have the same meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991; Boundary adjustments which do not create additional lots are permitted.

B erect or permit to be erected upon any of the said lots:

- (i) any more than one dwelling and associated outbuildings individually designed;
- (ii) any building exceeding 7.5 metres in height above the surrounding natural ground level;

~~(iii) any building or planting or landscaping without first obtaining the consent of Coastal Vineyards Limited or its nominee to the following matters relating thereto:~~

- ~~(a) elevation and profiles and layout plans;~~
- ~~(b) the siting of same;~~
- ~~(c) the colours of the exterior of buildings.~~

The approval of Coastal Vineyards Ltd or its nominee shall not be unreasonably withheld. Coastal Vineyards Ltd shall have ~~30 days from submission of all such particulars to disapprove or approve those particulars.~~

(iv) any dwelling (including any internal garaging) with an internal floor area of less than 200 square metres;

(v) any outbuilding (including external garaging) other than buildings of a style and quality similar to the dwelling erected or to be erected on that lot;

(vi) any building with metal roofing, except where this has been treated with a factory applied coating system as part of the manufacturing process;

(vii) any dwelling, building or structure of an "A" frame style of construction;

(viii) any pre-used dwelling, building or structure;

(ix) any dwelling which shall have been wholly or substantially constructed or pre-fabricated on a site other than the lot and relocated to the lot. For the purposes of this clause a kitset dwelling shall be a dwelling pre-fabricated on a site other than the lot;

~~(x) any dwelling or other building outside the building site specified by the Vendor.~~

C park or permit to be parked in the front yard of any of the said lots any trailer boat caravan or any vehicle of any kind other than private cars owned by the registered proprietor and his her or their guests.

D erect or permit to be erected on any Lot any structure ^{(excluding} ~~including dwellings) buildings~~ masts and aerials exceeding 5.5 metres in height above the mean ground level nor grow or permit to grow on any of those allotments any tree exceeding 5.5 metres in height above the mean ground level.

(Continued on Annexure Schedule 3)

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 3

2003/5038EF
Approved
Registrar-General of Land

*Easement instrument

Dated

Page 4 of 4 pages

** Insert type of instrument.*

Continue in additional Annexure Schedule if required.

(Continued)

E use nor permit the use of the property for other than private residential purposes (subject to F below) to the intent that such property shall not be used for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health sector agencies or for rest homes.

F use the property or permit the property to be used for any trading or commercial purpose except for home occupation for 1 person as defined in the Tasman District Council plan, or erect or place or permit to be erected or placed on the lot any advertisement, sign or hoarding of a commercial nature.

G allow the lot to become unkempt by reason of excessive growth of grass or otherwise and will at all times maintain the lot in a neat and tidy state.

AND it is hereby covenanted and agreed between the Grantee and Grantor that:

(a) if the Grantor or any subsequent servient lot owner shall be in breach of any of these conditions he will on request from the Grantee or any subsequent dominant lot owner (all of whom are included in the expression "the Enforcer" in this clause) immediately and permanently desist from and remedy such breach at his cost. The Grantor or any subsequent servient lot owner shall also pay to the Enforcer:


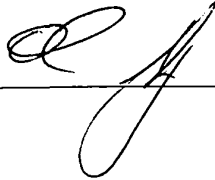
(i) the Enforcer's costs, fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs, fees and charges incurred in dealing with any claims against the Grantee by third parties arising from such breach, plus a 50% liquidated damages surcharge;

(ii) the costs, fees and charges of any other person entitled to enforce the remedies.

(b) the Grantee shall not be liable because of any action that it may take or fail to take or for any default in any building erected on the land or at all as a result of the restrictions or otherwise set out herein and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified the Grantee its successor and assigns from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this transfer.

(c) all differences and disputes which may arise between the parties or any of them touching or concerning any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to Arbitration in accordance with the Arbitration Act 1996 or any re-enactment thereof for the time being in force.

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

2003/5038EF
Approved
Registrar-General of Land

*Easement instrument

Dated

Page 5 of 5 pages

* Insert type of instrument.


Continue in additional Annexure Schedule if required.

The ANZ National Bank Limited as Mortgagee under Mortgage 5957909.3 HEREBY CONSENTS
to the within Instrument.

Dated this 13th day of March 2007

ANZ National Bank Limited by its Attorney


MALCOLM DAVID FREW

 Jane Young
Bank Officer
Wellington

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.

CERTIFICATE OF NON-REVOCATION OF DELEGATION OF POWER OF ATTORNEY

I, MALCOLM DAVID FREW Senior Manager, Corporate Portfolio Management of Wellington in New Zealand formerly known as Senior Manager, Corporate and Business Banking, certify that:

1. By Deed dated 12 April 2000 deposited in the Land Registry Offices situated at:

Auckland	as No	D.497378	Hokitika	as No	114167
Blenheim	as No	211240	Invercargill	as No	272641.1
Christchurch	as No	A.454737	Napier	as No	701290
Dunedin	as No	5001662	Nelson	as No	396739
Gisborne	as No	G.228936	New Plymouth	as No	469651
Hamilton	as No	B.602570	Wellington	as No	B.778974

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

- On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
- At the date of this certificate, I am the Senior Manager, Corporate Portfolio Management, of ANZ National Bank Limited.
- At the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

DATED at Wellington this 13th day of *March* 2007


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