

# RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD



Guaranteed Search Copy issued under Section 60 of the Land Transfer Act 2017

R.W. Muir Registrar-General of Land

Identifier 994968

Land Registration District North Auckland

Date Issued 28 September 2021

**Prior References** 

1005442 255821

**Estate** Fee Simple

Area 6403 square metres more or less
Legal Description Lot 11 Deposited Plan 561771

**Registered Owners** 

Foundation Properties Limited

#### **Interests**

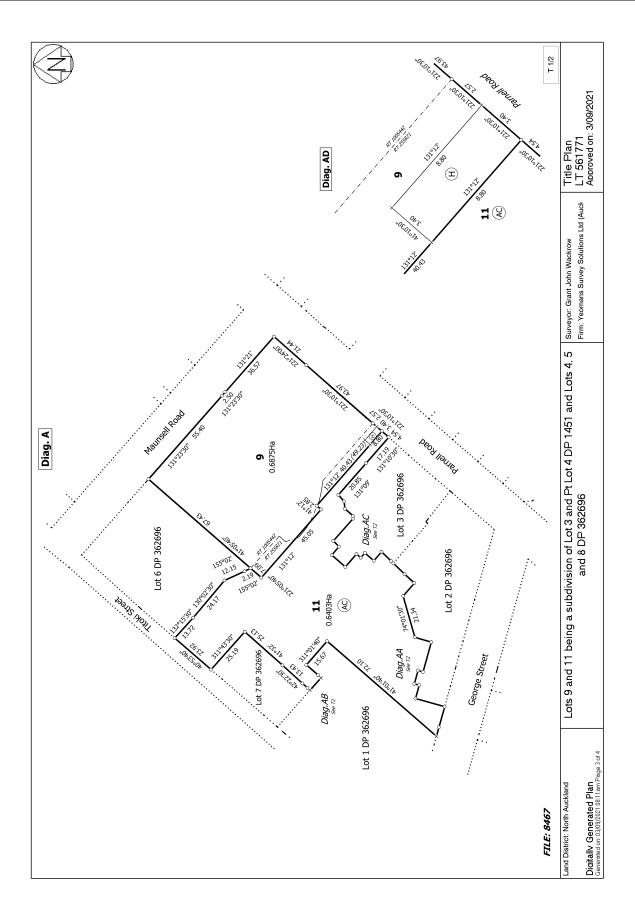
7613079.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.11.2007 at 9:00 am 7613079.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.11.2007 at 9:00 am 7613079.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.11.2007 at 9:00 am (Affects part formerly Lot 8 DP 362696)

Appurtenant hereto is a pedestrian only right of way created by Easement Instrument 7613079.6 - 13.11.2007 at 9:00 am The easements created by Easement Instrument 7613079.6 are subject to Section 243(a) Resource Management Act 1991 11951560.1 CERTIFICATE PURSUANT TO SECTION 77 BUILDING ACT 2004 THAT THIS RECORD OF TITLE IS SUBJECT TO THE CONDITION IMPOSED UNDER SECTION 75(2) (ALSO AFFECTS 994967) - 2.12.2020 at 2:59 pm

12179797.1 Surrender of the pedestrian only right of way marked C on DP 362696 created by Easement Instrument 7613079.6 - 28.9.2021 at 12:58 pm

Subject to a right of way, right to convey water, gas, electricity and telecommunications, a right to drain sewage and stormwater and a parking easement over part marked AC on DP 561771 created by Easement Instrument 12179797.3 - 28.9.2021 at 12:58 pm

The easements created by Easement Instrument 12179797.3 are subject to Section 243 (a) Resource Management Act 1991





# **CONSENT NOTICE**

In the matter of a Consent Notice issued pursuant to Section 221 of the Resource Management Act 1991 in respect of a condition of subdivision consent for Lots 1-8 DP362696, being a subdivision of (Pt. Allotments 28-30 Sec. 3 Suburbs of Auckland, Lots 1-7, 9-18 DP986, Lot 1A DP1013, Lot 5, 7, 9, 11, Pt. Lot 4 and Pt. Lot 13 DP1451, Lots 1-2 DP 18096, Pt Lot 29 DP 997A and Pt. Lot 28 DP 894) at 541 Parnell Road, Parnell, (Auckland City Council Plan No (E4516/7).

I, Elizabeth Stewart, Team Leader, Subdivision Consents of the Auckland City Council, hereby certify that the following condition, to be complied with on a continuing basis, was imposed when subdivision consent was granted by the Team Leader Subdivision Consents on 20-July-2005 under delegated authority from the Auckland City Council.

That all Lots are served by common stormwater and foulwater drains (being drains serving more than one lot) and therefore likely to be more susceptible to blockage due to increase flows and detritus, and which may necessitate increased care and maintenance.

The registered proprietor shall keep and maintain the common private sanitary sewer and stormwater drain that serves this site and which is shown on attached Plan Drawing No. A388-12 Revision 01 drawn by Connell Wagner dated April 2006, in good working order repair and condition, including (without limitation) regularly cleaning out any silt collection devices such as cesspits or silt traps, and shall ensure drains are only used for their intended purpose.

If the drain is not working to its design capacity for any reason, (including blockage and damage) and is causing or has the potential to cause nuisance to any other party, then the registered proprietor shall repair or replace the drain at its cost as soon as possible.

All repairs, maintenance and/or replacement of the drains shall be carried out in a quick and professional manner to minimise effects on other parties and shall be carried out in accordance with the Building Act 2004 and any other applicable statutory or non-statutory requirements.

If the Council or its agents are called to attend, a drainage blockage or nuisance the registered proprietor shall pay on demand Council's Costs in so attending.

Dated this 14th day of August 2006

Signed by Elizabeth Anne Stewart Team Leader, Subdivisions on behalf of, and by the authority of the AUCKLAND CITY COUNCIL under Section 252(1) (a) of the Local Government Act 1974

)Principal Administrative Officer.

# **CONSENT NOTICE**

In the matter of a Consent Notice issued pursuant to Section 221 of the Resource Management Act 1991 in respect of a condition of subdivision consent for Lots 1-8 DP362696, being a subdivision of (Pt. Allotments 28-30 Sec. 3 Suburbs of Auckland, Lots 1-7, 9-18 DP986, Lot 1A DP1013, Lot 5, 7, 9, 11, Pt. Lot 4 and Pt. Lot 13 DP1451, Lots 1-2 DP 18096, Pt Lot 29 DP 997A and Pt. Lot 28 DP 894) at 541 Parnell Road, Parnell, (Auckland City Council Plan No (E4516/7).

I, Elizabeth Stewart, Team Leader, Subdivision Consents of the Auckland City Council, hereby certify that the following condition, to be complied with on a continuing basis, was imposed when subdivision consent was granted by the Team Leader Subdivision Consents on 20-July-2005 under delegated authority from the Auckland City Council.

That prior to the disposal or transfer of ownership of any lot or further development, then compliance with the conditions stated below is required:

That for each of the wastewater and stormwater drainage services, all the necessary pipes and ancillary equipment are to be supplied and laid to provide a separated, individual private connection to each of the proposed Lots 1-8 and connect them to the existing public drainage system or to an extension of the public drainage system. Any common private drainage between the Lots is to be separated such that drainage serving a Lot is to be exclusive to that Lot. A Building Consent will be required for this work or in the case of public drainage a Retrospective Engineering Approval. Any Engineering Approval application is to include detailed engineering plans and calculations for construction for the work and is required to be submitted and approved prior to the works commencing. The plans and calculations are to be submitted to Auckland City Environment's Development Engineering.

That as-built plan is to be provided to Council for all new public assets to be vested in the Council and Metrowater. Requirements are outlined in Council's Code of Urban Subdivision and Metrowater's Development and Connection Standards Manual. The as built plans are to be approved by Auckland City Environments, Development Engineering as part of an approved engineering process for water supply and drainage.

Dated this 14th day of August 2006

Signed by Elizabeth Anne Stewart Team Leader, Subdivisions on behalf of, and by the authority of the AUCKLAND CITY COUNCIL under Section 252(1) (a) of the Local Government Act 1974



# **CONSENT NOTICE**

In the matter of a Consent Notice issued pursuant to Section 221 of the Resource Management Act 1991 in respect of a condition of subdivision consent for Lot 8 DP362696, being a subdivision of (Pt. Allotments 28-30 Sec. 3 Suburbs of Auckland, Lots 1-7, 9-18 DP986, Lot 1A DP1013, Lot 5, 7, 9, 11, Pt. Lot 4 and Pt. Lot 13 DP1451, Lots 1-2 DP 18096, Pt Lot 29 DP 997A and Pt. Lot 28 DP·894) at 541 Parnell Road, Parnell, (Auckland City Council Plan No (E4516/7).

I, Elizabeth Stewart, Team Leader, Subdivision Consents of the Auckland City Council, hereby certify that the following condition, to be complied with on a continuing basis, was imposed when subdivision consent was granted by the Team Leader Subdivision Consents on 20-July-2005 under delegated authority from the Auckland City Council.

That prior to the development of the lot, a new fire hydrant and any necessary additional water mains are to be installed and situated so that no part of the farthest proposed development is more than 90m from a hydrant. An Engineering Plan Approval application including detailed engineering plans and calculations for construction for this work is required to be submitted and approved prior to the works commencing. The plans and calculations are to be drawn by a person suitably qualified to do so and submitted to Auckland City Environment's Development Engineering.

All public water mains located within private land are required to be protected by an easement in favour of Auckland City Council, Metrowater and the New Zealand Fire Service. This easement shall ensure ongoing 24 hrs, 7 day unrestricted access for operation, fire fighting and maintenance.

Dated this 14th day of August 2006

Signed by Elizabeth Anne Stewart Team Leader, Subdivisions on behalf of, and by the authority of the AUCKLAND CITY COUNCIL under Section 252(1) (a) of the Local Government Act 1974

)Principal Administrative Officer.

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration d	istrict
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NORTH AUCKLAND

Grantor



El 7613079.6 Easement | Cpy - 01/01,Pgs - 007,12/11/07,15:57

Surname(s) must be unuginited of in Cartials.

Royal New Zealand Foundation of the Blind

Grantee

Surname(s) must be underlined or in CAPITALS.

Royal New Zealand Foundation of the Blind

#### 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

312

day of



2007

**Attestation** 



Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
Witness name

Occupation

Signature [common seal] of Grantor

**Address** 

The Common Seal of
The Royal New Zealand Foundation
of the Blind was hereto affixed in
the presence of

Director

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
Witness name

Occupation

Address

Signature [common seal] of Grantee and Grantor

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

9000

[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

# Approved by Registrar-General of Land under No. 2002/6055 Annexure Schedule 1



,			ADLS.
Easement instrument	Dated 31 October	F005 7	Page 1 of 6 pages
Schedule A		(Continue in additional A	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)
Right of Way, Right to Park Cars, Telecommunications, Gas, Water, Electricity, Sanitary Sewer and Stormwater Drainage	"A" on DP 362696	Lot 8 DP 362696 (255821)	Lot 1 DP 362696 (255814) Lot 2 DP 362696 (255815) Lot 3 DP 362696 (255816) Lot 4 DP 362696 (255817) Lot 5 DP 362696 (255818) Lot 6 DP 362696 (255819) Lot 7 DP 362696 (255820)
Easements or <i>profits à pi</i> rights and powers (includ terms, covenants, and co	ding	number as required.	and insert memorandum Annexure Schedule if
	ed below, the rights and pov ransfer Regulations 2002 and		asses of easement are those the Property Law Act 1952.
The implied rights and po	owers are [varied] <del>[negative</del>	<del>d] [added to]</del> or <del>[substitu</del>	led] by:
- [Momorandum number	, regiete	ored under section 155∧ ef	the Land Transfer Act 1062].
[the provisions set out in	Annexure Schedule 2].		
Covenant provisions  Delete phrases in [ ] and in  Continue in additional Anno	nsert memorandum number a exure Schedule if required.	as required.	
The provisions applying	to the specified covenants ar	e those set out in:	
Memorandum number		orod under section 155A of	the Land Transfer Act 1052

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

[Annexure Schodule 2].

#### **Annexure Schedule**

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

Easement	Dat
Lascincit	l Da

ited 31 October

7005 redob0

Page 2 of

Pages

(Continue in additional Annexure Schedule, if required.)

Continued from "Annex	ure Schedule 1", Schedule A	A	
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Pedestrian Only Right of Way	"B" on DP 362696	Lot 2 DP362696 (255815)	Lot 1 DP 362696 (255814) Lot 3 DP 362696 (255816) Lot 4 DP 362696 (255817) Lot 5 DP 362696 (255818) Lot 6 DP 362696 (255819) Lot 7 DP 362696 (255820) Lot 8 DP 362696 (255821)
	"C" on DP 362696	Lot 5 DP362696 (255818)	Lot 1 DP 362696 (255814) Lot 2 DP 362696 (255815) Lot 3 DP 362696 (255816) Lot 4 DP 362696 (255817) Lot 6 DP 362696 (255819) Lot 7 DP 362696 (255820) Lot 8 DP 362696 (255821)
	"D" on DP362696	Lot 6 DP362696 (255819)	Lot 1 DP 362696 (255814) Lot 2 DP 362696 (255815) Lot 3 DP 362696 (255816) Lot 4 DP 362696

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

<del></del> ,							_
Easement	Dated	31	October 2007	Page	3	of   6	Pages
		. • •		, - ,			

(Continue in additional Annexure Schedule, if required.) (255817)Lot 5 DP 362696 (255818)Lot 7 DP 362696 (255820)Lot 8 DP 362696 (255821)"E" on DP 362696 Lot 3 DP 362696 Lot 1 DP 362696 (255814)(255816)Lot 2 DP 362696 (255815)Lot 4 DP 362696 (255817)Lot 5 DP 362696 (255818)Lot 6 DP 362696 (255819)Lot 7 DP 362696 (255820)Lot 8 DP 362696 (255821)"F" on DP 362696 Lot 2 DP 362696 Lot 1 DP 362696 (255814)(255815)Lot 3 DP 362696 Upper Height Limit (255816)RL 66.16 Lot 4 DP 362696 (255817)Lower Height Limit Lot 5 DP 362696 (255818)RL63.41 Lot 6 DP 362696 (255819)Lot 7 DP 362696 (255820)Lot 8 DP 362696 (255821)

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.

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

#### **Annexure Schedule**

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

Dated 3\ October 2007 Page 4 of 6 Pag

(Continue in additional Annexure Schedule, if required.)

#### Interpretation

Easement

- 1.1 The Regulations are varied so that the definition of "easement facility" (b) is amended by inserting at the end of the sub-clause, the words "and any mask, insulator, casing, fixture, tunnel or other equipment material used or intended to be used for supporting, enclosing, surrounding or protecting any of the aforementioned".
- 1.2 The Regulations are varied so that the following sub-clauses are added as new sub-clauses under the definition of "easement facility":
  - "(g) in relation to a right to park cars, means that part of the surface of the land described as the stipulated area"
  - "(h) in relation to a pedestrian right of way means that part of the surface of the land described as the stipulated area."
- 1.3 The following definitions are inserted into Clause 1 of the Regulations:
  - "costs" means the costs of the installation, creation, establishment, repair, maintenance, and servicing of any article, property or facility used or needed for the proper exercise of the rights created by this easement instrument;
  - "easement" means an easement recorded by an easement instrument, transfer instrument or deposit document; "grantee's building" in relation to each easement means the building or improvements located on the dominant land;
  - "telecommunication" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electro magnetic waves or not, at any frequency and whether for the information of any person or not and includes any electric power supply whether underground or over ground incidental to telecommunications;
  - "these provisions" means these provisions as they may be varied from time to time;
  - "Regulations" means Schedule 4 of the Land Transfer Regulations 2002;

#### 2 Classes of Easements

2.1 Clause 2 of the regulations is amended by adding the following: "(h) a right to park cars".

#### 3 Right to convey water

3.1 Clause 3 (1) of the Regulations is amended so that the words "in any quantities consistent with the rights of others" are inserted after the words "convey water" in the third line.

#### 4 Right to drain sewage

Clause 5 (1) of the Regulations is varied by adding the words "in any quantities" after the words "and waste fluids" in the third line.

#### 5 Right to convey electricity

Clause 7 (1) of the Regulations is varied by adding the words "in such quantity required to satisfy the grantee's reasonable needs" after the words "or impediment" in the fourth line.

#### 6 Pedestrian Right of way

In respect of the pedestrian right of way easement:

- (a) Regulation 6 (2) is amended by adding the following words:
  - "only for the purposes set out in sub-clause 6(4)" after the word "easement facility"
- (b) Clause 6 (3) of the Regulations is substituted by the following:

  "the right to establish steps and a pathway, and to effect necessary repairs to any existing steps and pathways, and to carry out any necessary maintenance, cleaning and upkeep, where necessary altering the state of the stipulated area and any necessary rights of entry on the stipulated area with or without machinery, plant and equipment for such purpose.
- (c) Clause 6 of the Regulations is added to as follows:

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

#### **Annexure Schedule**

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

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ated	31	October	2007	Page	5	of	6	Page

(Continue in additional Annexure Schedule, if required.)

The right to have the pedestrian right of way kept clear at all times of obstructions, whether caused by deposited material, trees and shrubs or any unreasonable impediment to the use and enjoyment of the steps and pathway on the stipulated area.

(d) Where work is carried out by the grantee on the stipulated area pursuant to clause 6 (3) or 6 (4) or to any order of the Court, the right of the grantor to have the stipulated area restored as far as possible to its former condition after the completion of the work, subject to the right of contribution in clause 11.

#### 7 Right to convey gas

Easement

7.1 Clause 9 (1) of the Regulations is varied by adding the words "in such quantity required to satisfy the grantee's reasonable needs" after the words "or impediment" in the fourth line.

#### 8 Right to park cars

- 8.1 A new clause 15 is added to the Regulations as follows:
  - "15. Right to park cars:
  - 15(1) The right to park cars includes the right (in common with the grantor) to have access over and to park motor vehicles on the stipulated area from time to time 24 hours a day 7 days a week.
  - 15(2) The right to park cars includes the right to restrict the grantee's use of the stipulated area from time to time.
  - 15(3) The right to park cars includes:
    - (a) The right to establish car parking spaces on the stipulated area (at the grantor's sole discretion), including the right to:
      - (i) seal the surface of the stipulated area;
      - (ii) mark out the car park spaces on the stipulated area;
      - (iii) brand and erect signage on the stipulated area;
      - (iv) erect canopies in the stipulated area;
      - (v) install and operate automated banking terminals on the stipulated area; and
      - (vi) operate a loading dock on the stipulated area.
    - (b) repair and maintain existing carparks on the stipulated area;
    - (c) alter from time to time any of the works in clause 15(3)(a) and the land over which the easement is granted; and
    - (d) impose rules from time to time by notice to the grantee governing the use of the facility.
  - 15(4) The grantee shall:
    - (a) use the stipulated area for parking cars only and for no other purpose;
    - (b) not spill (or permit to be spilt) oil or other deleterious substances on the stipulated area;
    - (c) not make (or allow to be) made any alterations or additions to any part of the stipulated area;
    - (d) not affix, paint or exhibit and name, sign, name-plate, signboard or advertising on the stipulated area (or permit the same);
    - not wash or undertake any mechanical repairs or similar activity on any vehicle or other property on the stipulated area; and
    - (f) indemnify the grantor and keep it indemnified from any damage or loss to the grantor arising directly or indirectly out of the grantee's use of the easement facility or breach of the Regulations by the grantee.
  - 15(5) The grantor grants to the grantee of Lot 1 DP 362696 (255814) the right to establish a loading dock within the stipulated area and to temporarily park motor vehicles within that area for the purposes of loading or unloading those motor vehicles and to establish three pick up and drop off carparking spaces, again all within the stipulated area, with those relevant areas to be located adjacent to the eastern boundary of such Lot 1 DP 362696 and in positions directed by the grantor from time to time so that the grantee of lot 1 DP 362696 will always have reasonable convenient and practical access to lot 1 DP 362696 from the George Street entrance via lot 8 DP 362696 to lot 1 DP 362696 and reasonable ability to load and unload and pick up and drop off."

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

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ed	31	October	2007	Page	6	of	6	Pages

(Continue in additional Annexure Schedule, if required.)

# RIGHTS AND POWERS IMPLIED IN ALL CLASSES OF EASEMENTS General Rights

- 9.1 The following provisions are inserted into Section 10 of the Regulations:
  - (4) The grant shall be for all time from the date such easements(s) are deemed to be created pursuant to section 90A(5) of the Land Transfer Act 1952 .
  - (5) No power is implied in respect of the easement(s) for the grantor to determine the easement(s) for breach of any provision in this easement instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easement(s) shall subsist for all time unless surrendered.

#### 10 Repair, Maintenance and Costs

10.1 A new clause 11 (5) is added to the Regulations as follows:

"If the incurring of costs was caused by the deliberate or negligent act or omission of either the grantor or the grantee, that party shall be responsible for those costs. Each party shall have the right to recover from the other party or parties, the cost of repairs to the easement facility occasioned by any deliberate or negligent act, by that party and all such costs occasioned by them, their agents, servants, contractors, permitted occupants, residents or invitees arising out of their use of the easement facility."

#### 11 Rights of entry

11.1 A new clause 12 (7) is added to the Regulations as follows:

"In exercising any rights under subclause 12(1) the grantee shall give to the grantor no less than seven (7) days' written notice (unless in the event of an emergency)."

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.

# **View Instrument Details**



Instrument No 11951560.1 Status Registered

Date & Time Lodged02 December 2020 14:59Lodged ByCarey, Richard AnthonyInstrument TypeBuilding Act 2004 - Cert





Affected Records of Title	<b>Land District</b>
255817	North Auckland
255818	North Auckland
255821	North Auckland
NA244/283	North Auckland

Annexure Schedule Contains 1 Pages.

#### Signature

Signed by Timothy Robert Carnachan as Territorial Authority Representative on 02/12/2020 02:09 PM

\*\*\* End of Report \*\*\*



# Certificate imposing condition under section 75(2)



Section 77(1) and section 77(4) of the Building Act 2004

Land Registration District(s):	NORTH BULLIAMS.	C77
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Computer register(s) of land on which building work is to be carried out

Unique identifier	All / Part	Legal description	Unique identifier(s) of Other Specified Allotment(s) to be included in any Transfer or Lease
NA244/283 255817 255821 2<5818	ALL ALL	lot 3+Prestor 4 DP 1451 lot h DP 362696. lot 8 DP 362696 Lot 5 DP 362696	255818 255821 255817 NA244/283

Full name and signature of all Registered Proprietor/s

Full name (please print) Sumame to be underlined	Signature	Signature date
Foundation Properties Lin	inted 11/18h	27/11/20
by its directors	(Director)	
	Gregory Hurn	
	Show	
	John Mulka	

A Building Consent is to be granted, subject to a condition under section 75 of the Building Act 2004, that the specified allotments must not be transferred or leased except in conjunction with (the) other allotment(s), as set out in the above table.

Council use only				
Dated this	27	day of November	эг	<b>20</b> 20
Signature:		_ //_	foo.	
Name:	John Glossop	- ja -	Jason Wang	
Designation / role:	Team Leader, Project	t Assessment Comme	ercial Manager Project A	ssessment Commercial/North

Duly authorised to execute this form for and on behalf of the Auckland Council Building Consent Authority

Page 1 of 1	August 2018	RECEIVED	AC2030 (v.2)
		27/11/2020	
		Auckland W	

# **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type 12179797.1 Registered 28 September 2021 12:58 Powell, Lliam John Kieran Partial Surrender of Easement



Affected Records of Title	Land District		
1005442	North Auckland		
255814	North Auckland		
255815	North Auckland		
255816	North Auckland		
255819	North Auckland		
255820	North Auckland		
255821	North Auckland		
Affected Instrument	Easement Instrument 7613079.6		
Annexure Schedule Contain	s 1 Pages.		
<b>Grantor Certifications</b>			
I certify that I have the author lodge this instrument	ity to act for the Grantor and that the party has the legal capacity to authorise me to	Ø	
I certify that I have taken reast this instrument	onable steps to confirm the identity of the person who gave me authority to lodge		
I certify that any statutory pro with or do not apply	visions specified by the Registrar for this class of instrument have been complied	V	
I certify that I hold evidence s the prescribed period	howing the truth of the certifications I have given and will retain that evidence for	V	
Signature	G		
Signed by Joseph Wallis Biddl	les as Grantor Representative on 23/09/2021 03:19 PM		
<b>Grantee Certifications</b>			
I certify that I have the author lodge this instrument	ity to act for the Grantee and that the party has the legal capacity to authorise me to	Ø	
I certify that I have taken reasthis instrument	onable steps to confirm the identity of the person who gave me authority to lodge	Ø	
I certify that any statutory pro with or do not apply	visions specified by the Registrar for this class of instrument have been complied		
I certify that I hold evidence s the prescribed period	howing the truth of the certifications I have given and will retain that evidence for	$\square$	
I certify that the territorial aut	hority has consented to this transaction and I hold that consent	$\overline{\checkmark}$	
I certify that the Mortgagee un	nder Mortgage 9897770.6 has consented to this transaction and I hold that consent	$\overline{\checkmark}$	
I certify that the Mortgagee un	nder Mortgage 10734264.2 has consented to this transaction and I hold that consent		
I certify that the Mortgagee up	nder Mortgage 10734264.3 has consented to this transaction and I hold that consent		
		$\overline{\square}$	
I certify that the Mortgagee un	nder Mortgage 10734264.7 has consented to this transaction and I hold that consent	$\square$	

Signature	
Signed by Joseph	Wallis Biddles as Grantee Representative on 23/09/2021 03:20 PM
	*** End of Report ***

**Annexure Schedule:** Page: 1 of 1

#### **Easement instrument to partially surrender Easement**

(Section 109 Land Transfer Act 2017)

G	Grantor
	Foundation Properties Limited
Ġ	Grantee

#### **Surrender of Easement**

Foundation Properties Limited

The Grantee, being the registered owner of the Benefited Land(s) set out in Schedule A, or being the Grantee in gross, hereby surrenders to the Grantor the easement(s) set out in Schedule A and the Grantor accepts the surrender of those easement(s)

#### Schedule A

Purpose of Easement	Creating Instrument number	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way, right to park cars, telecommunications, gas, water, electricity, sanitary sewer and stormwater drainage marked as "A" on DP 362696		Lot 8 DP 362696 (255821)	Lot 1 DP 362696 (255814) Lot 2 DP 362696 (255815) Lot 3 DP 362696 (255816) Lot 4 and 5 DP 362696 (1005442) Lot 6 DP 362696 (255819) Lot 7 DP 362696 (255820)
Pedestrian right of way as marked as "C" on DP 362696	7613079.6	Lot 5 DP 362696 (1005442)	Lot 1 DP 362696 (255814) Lot 2 DP 362696 (255815) Lot 3 DP 362696 (255816) Lot 4 DP 362696 (1005442) Lot 6 DP 362696 (255819) Lot 7 DP 362696 (255820) Lot 8 DP 362696 (255821)

# **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type 12179797.3 Registered 28 September 2021 12:58 Powell, Lliam John Kieran Easement Instrument



Affected Records of Title	Land District		
255814	North Auckland		
255815	North Auckland		
255816	North Auckland		
255819	North Auckland		
255820	North Auckland		
994967	North Auckland		
994968	North Auckland		
Annexure Schedule Contains	s 6 Pages.		
<b>Grantor Certifications</b>			
I certify that I have the authorized lodge this instrument	ity to act for the Grantor and that the party has the legal capacity to authorise me to		
I certify that I have taken reasonable this instrument	onable steps to confirm the identity of the person who gave me authority to lodge	V	
I certify that any statutory prov with or do not apply	visions specified by the Registrar for this class of instrument have been complied	Ø	
I certify that I hold evidence sl the prescribed period	howing the truth of the certifications I have given and will retain that evidence for	V	
I certify that the Mortgagee un	nder Mortgage 9897770.6 has consented to this transaction and I hold that consent		
I certify that the Mortgagee under Mortgage 10734264.2 has consented to this transaction and I hold that consent			
I certify that the Mortgagee under Mortgage 10734264.3 has consented to this transaction and I hold that consent			
I certify that the Mortgagee under Mortgage 10734264.6 has consented to this transaction and I hold that consent			
I certify that the Mortgagee under Mortgage 10734264.7 has consented to this transaction and I hold that consent			
Signature			
Signed by Joseph Wallis Biddle	es as Grantor Representative on 23/09/2021 03:20 PM		
Grantee Certifications			
I certify that I have the authorical lodge this instrument	ity to act for the Grantee and that the party has the legal capacity to authorise me to	V	
I certify that I have taken reasonable this instrument	onable steps to confirm the identity of the person who gave me authority to lodge	Ø	
I certify that any statutory prov with or do not apply	visions specified by the Registrar for this class of instrument have been complied	Ø	
I certify that I hold evidence sl the prescribed period	howing the truth of the certifications I have given and will retain that evidence for	V	
Signature			
_	es as Grantee Representative on 23/09/2021 03:20 PM		

\*\*\* End of Report \*\*\*

**Annexure Schedule:** Page:1 of 6

#### **Easement instrument to grant easement**

(Section 109 Land Transfer Act 2017)

#### Grantor

Foundation Properties Limited

#### Grantee

Foundation Properties Limited

#### **Grant of Easement**

**The Grantor** being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule

#### Schedule A

Purpose of Easement	Shown on DP 543579 (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way, right to convey water, gas, electricity and telecommunications, right to drain sewage and stormwater, parking.	"AC" on deposited plan 561771	Lot 11 Deposited Plan 561771 (RT 994968)	Lot 9 Deposited Plan 561771 (RT 994967)  Lot 1 Deposited Plan 362696 (RT 255814)  Lot 2 Deposited Plan 362696 (RT 255815)  Lot 3 Deposited Plan 362696 (RT 255816)  Lot 6 Deposited Plan 362696 (RT 255819)  Lot 7 Deposited Plan
			Lot 7 Deposited Plan 362696 (RT 255820)

**Annexure Schedule:** Page:2 of 6

2

#### Easements rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the <u>Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007</u>.

The implied rights and powers are hereby varied, negatived and added to (where applicable as contemplated within clause 1.1 of the Annexure Schedule) by the provisions set out in the Annexure Schedule.

#### **Annexure Schedule**

#### 1. GENERAL

- 1.1 The rights and powers recorded in this easement instrument shall be in addition to the rights and powers recorded in Schedule 5 of the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007, except in the event of conflict, where the rights and powers recorded in this easement instrument shall prevail and shall substitute the rights and powers recorded in Schedule 5 of the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.
- 1.2 Where there is a conflict between the provisions of the Land Transfer Regulations 2018 and Schedule 5 of the Property Law Act 2007, the provisions of Schedule 5 of the Property Law Act 2007 will prevail.
- 1.3 The implied rights and powers associated with the right to drain water in Schedule 5 of the Land Transfer Regulations 2018 are to apply to the right to drain stormwater.

#### 2. INTERPRETATION

- 2.1 The definition of "easement facility" in the Regulations is amended by:
  - (a) inserting at the end of sub-clause (b) the words "and any mask, insulator, casing, fixture, tunnel or other equipment material used or intended to be used for supporting, enclosing, surrounding or protecting any of the aforementioned"; and
  - (b) adding a new sub-clause as follows:
    - "(g) for a parking right, means that part of the surface of the land described as the easement area."
- 2.2 The following definitions are inserted into clause 1 of the Regulations:
  - (a) "Costs means the costs of installation, creation, establishment, repair, maintenance and servicing of any article, property or Easement Facility used or needed for the proper exercise of the rights created by this easement";
  - (b) "Easement means an easement recorded by an easement instrument, transfer instrument or deposit document";
  - (c) "Grantee's building in relation to each easement means the building or improvements located on the benefited land";
  - (d) "Regulations means Schedule 5 of the Land Transfer Regulations 2018".
- 2.3 The definition of "telecommunication" is deleted and replaced with:
  - (a) "Telecommunication means the conveyance, transmission, emission or reception of sings, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not, at any frequency and whether for the information of any person or not and includes any

**Annexure Schedule:** Page:4 of 6

4

electric power supply whether underground or over ground incidental to telecommunications".

#### 3. CLASS OF EASEMENTS

3.1 Clause 2 of the Regulations is amended by adding a new sub-clause as follows:

"(h) parking"

#### 4. RIGHT TO CONVEY WATER

4.1 Clause 3(1) of the Regulations is varied by adding the words "in any quantities consistent with the rights of the grantor and other persons whom the grantor may grant similar rights" after the words "convey water" on the second line.

#### 5. RIGHT TO CONVEY ELECTRICITY

5.1 Clause 7(1) of the Regulations is varied by adding the words "in such quantity required to satisfy the grantee's reasonable needs" after the words "or impediment" on the third line.

#### 6. RIGHT TO CONVEY TELECOMMUNICATIONS

6.1 Clause 9(1) of the Regulations is varied by adding the words "in such quantity required to satisfy the grantee's reasonable needs" after the words "or impediment" on the second line.

#### 7. PARKING

7.1 New clause 9A is added to the Regulations as follows:

#### "9A Parking

- (1) The parking right includes the right, in common with the grantor and any other persons to whom the grantor may grant similar rights, to have access over and to park motor vehicles on the Easement Area from time to time 24 hours a day, seven days a week.
- (2) The parking right includes the right of the Grantor to restrict the grantee's use of the Easement Area from time to time.
- (3) The parking right includes:
  - (a) the right to establish car parking spaces on the Easement Area (at the grantor's sole discretion), including the right to:
    - (i) seal the surface of the Easement Area;
    - (ii) mark out the car park spaces on the Easement Area;
    - (iii) brand and erect signage on the Easement Area;

- (iv) erect canopies in the Easement Area;
- (v) install and operate automated banking terminals on the Easement Area; and
- (vi) operate a loading dock on the Easement Area.
- (b) repair and maintain existing carparks on the Easement Area;
- (c) alter from time to time any of the works in clause 9A(3)(a) and the land over which the easement is granted; and
- (d) impose rules from time to time by notice to the grantee governing the use of the Easement Facility.
- (4) The grantee shall:
  - (a) use the Easement Area for parking cars only and for no other purpose;
  - (b) not spill, or permit to be spilt, oil or other deleterious substances on the Easement Area;
  - (c) not make, or allow to be made, any alterations or additions to any part of the Easement Area;
  - (d) not affix, paint or exhibit any name, sign, name-plate, signboard or advertising on the Easement Area;
  - (e) not wash or undertake any mechanical repairs or similar activity on any vehicle or other property on the Easement Area;
  - (f) indemnify the grantor and keep the grantor indemnified from any damage or loss to the grantor arising directly or indirectly out of the grantee's use of the Easement Facility or breach of the Regulations by the grantee.
- (5) The grantor grants to the grantee of Lot 1 Deposited Plan 362696 (contained in record of title 255814) the right to establish a loading dock within the Easement Area and to temporarily park motor vehicles within that area for the purposes of loading or unloading those motor vehicles and to establish three pick up and drop off car parking spaces, again all within the Easement Area, with those relevant areas to be located adjacent to the eastern boundary of such Lot 1 Deposited Plan 362696 and in positions directed by the grantor from time to time so that the grantee of Lot 1 Deposited Plan 362696 will always have reasonable convenient and practical access to Lot 1 Deposited Plan 362696 (contained in record of title 255814) from the George Street entrance via Lot 11 Deposited Plan 561771 to Lot 1 Deposited Plan 362696 and reasonable ability to load and unload and pick up and drop off."

#### 8. RIGHTS AND POWERS IMPLIED IN ALL CLASSES OF EASEMENTS

#### 8.1 General Rights

- (a) Clause 10 of the Regulations is amended by adding new sub-clauses as follows:
  - "(6) The grant of the easements in this instrument shall be from the date that such easements are deemed to be created pursuant to clause 110(8) of the Land Transfer Act 2017.
  - (7) No power is implied in respect of the easements for the grantor to determine the easements for breach of any provision in this easement instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easements shall subsist for all times unless surrendered."

#### 8.2 Repair, Maintenance and Costs

(a) Clause 11(5) of the Regulations is amended by adding at the end of that clause the words "Each party shall have the right to recover from the other party or parties, the Costs of repairs to the Easement Facility caused by any deliberate or negligent act or omission by that party and all such Costs caused by them, their agents, servants, contractors, permitted occupants, residents and invitees arising out of their use of the Easement Facility."

#### 8.3 Rights of Entry

- (a) New clause 12(8) is inserted as follows:
  - "(8) In exercising any rights under sub-clause 12(1) the grantee shall give the grantor no less than seven days' written notice (unless in the event of an emergency)."





# Digital Title Plan - DP 362696

Survey NumberDP 362696Surveyor ReferenceA388-62-LLSurveyorPaul Jason Cargo

Survey Firm Connell Wagner (Hamilton)

Surveyor Declaration I Paul Jason Cargo, being a person entitled to practise as a licensed cadastral surveyor, certify that -

(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for

Cadastral Survey 2002/2;

(b) This dataset is accurate, and has been created in accordance with that Act and those Rules.

Declared on 03/05/2006.

**Survey Details** 

Dataset Description Lots 1-8 being a Subdivision of Pt. Allotments 28-30 Sec. 3 Suburbs of Auckland, Lots 1-7, 9-18 DP

986, Lot 1A DP 1013, Lot 5, 7, 9, 11, Pt. Lot 4 and Pt. Lot 13 DP 1451, Lots 1-2 DP 18096, Pt Lot

29 DP 997A and Pt. Lot 28 DP 894

Status Deposited

Land District North Auckland Survey Class Class I Cadastral Survey

Submitted Date 03/05/2006 Survey Approval Date 04/05/2006

**Deposit Date** 13/11/2007

#### **Territorial Authorities**

Auckland City

#### **Comprised In**

CT NA31A/377 CT NA244/284

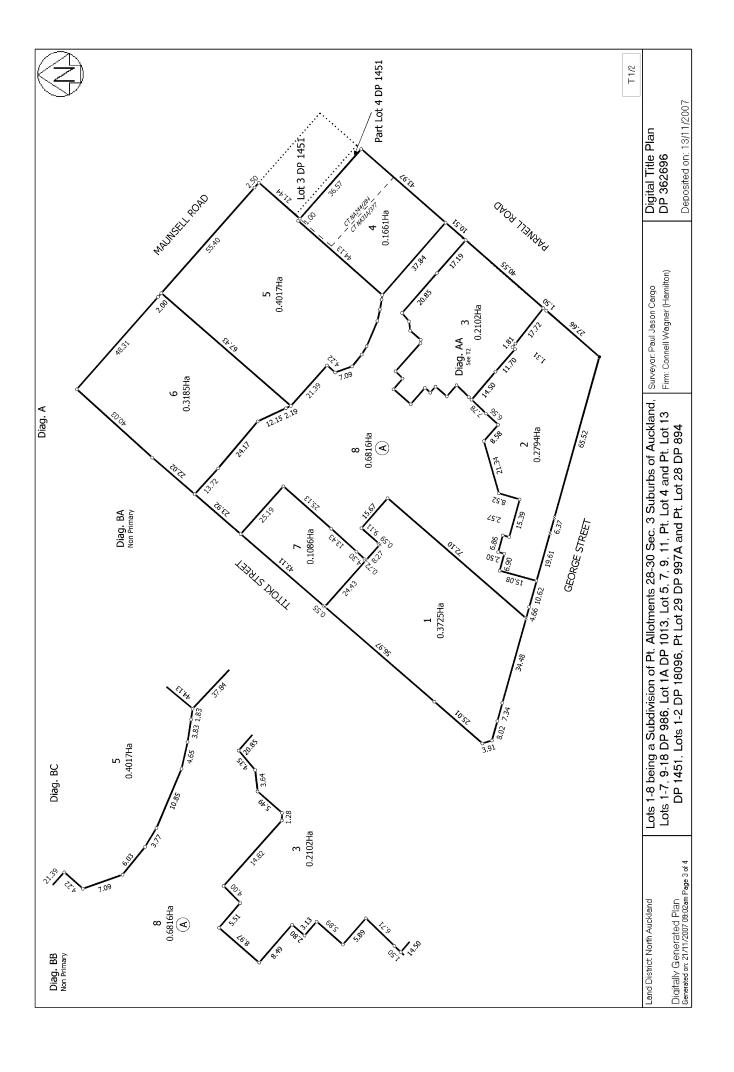
Created 1 areers				
Parcels	Parcel Intent	Area	CT Reference	
Lot 1 Deposited Plan 362696	Fee Simple Title	0.3725 ha	255814	
Lot 2 Deposited Plan 362696	Fee Simple Title	0.2794 ha	255815	
Lot 3 Deposited Plan 362696	Fee Simple Title	0.2102 ha	255816	
Lot 4 Deposited Plan 362696	Fee Simple Title	0.1661 ha	255817	
Lot 5 Deposited Plan 362696	Fee Simple Title	0.4017 ha	255818	
Lot 6 Deposited Plan 362696	Fee Simple Title	0. <b>31</b> 85 ha	255819	
Lot 7 Deposited Plan 362696	Fee Simple Title	0.1086 ha	255820	
Lot 8 Deposited Plan 362696	Fee Simple Title	0.6816 ha	255821	
Marked A Deposited Plan 362696	Easement			
Marked B Deposited Plan 362696	Easement			
Marked C Deposited Plan 362696	Easement			
Marked D Deposited Plan 362696	Easement			
Marked E Deposited Plan 362696	Easement			
Marked F Deposited Plan 362696	Easement			
Marked G Deposited Plan 362696	Easement			
Total Area		2.5386 ha		

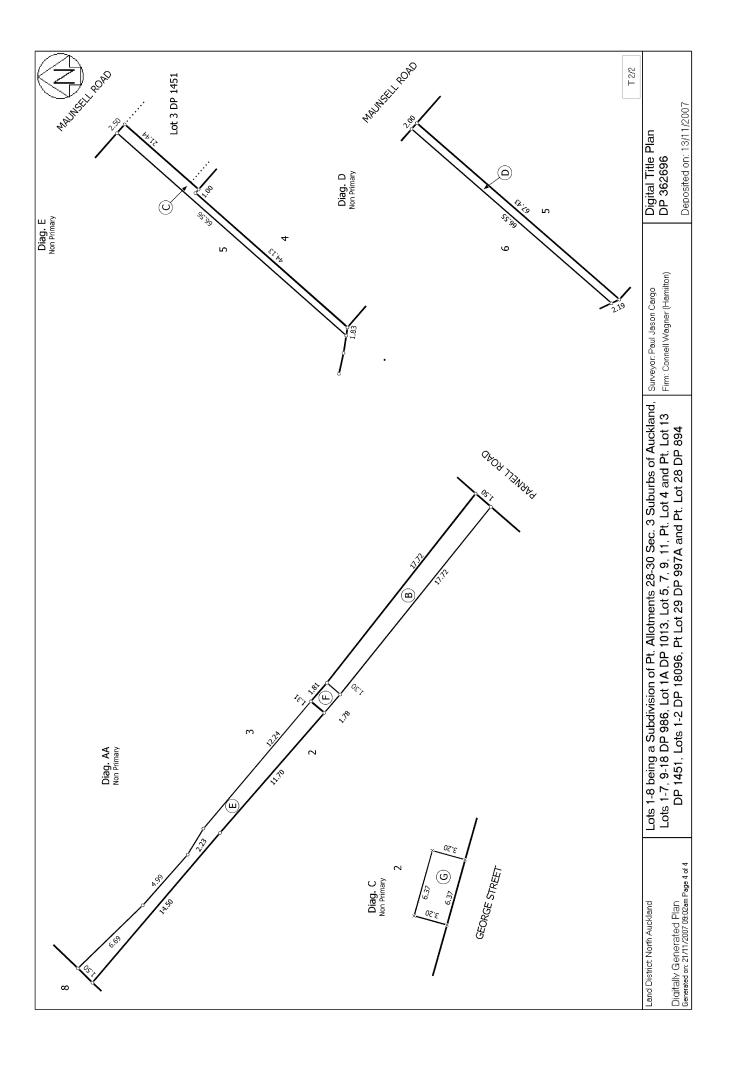
## **MEMORANDUM OF EASEMENTS**

PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT	UPPER HEIGHT LIMIT	LOWER HEIGHT LIMIT
RIGHT OF WAY,PARKING. TELECOMMUNICATIONS, GAS,WATER,ELECTRICITY, SANITARY SEWER, & STORMWATER DRAINAGE	A	LOT 8 DP 362696	LOTS 1-7 DP 362696		
	В	LOT 2 DP 362696	LOTS 1,3-8 DP 362696		
	С	LOT 5 DP 362696	LOTS 1-4 ,6-8 DP 362696		
PEDESTRIAN ONLY RIGHT OF WAY	D	LOT 6 DP 362696	LOTS 1-5,7,8 DP 362696		
	E	LOT 3 DP 362696	LOTS 1,2, 4-8 DP 362696		
	F	LOT 2 DP 362696	LOTS 1,3-8 DP 362696	R.L 66.16	RL 63.41

### **PROPOSED EASEMENT IN GROSS**

PURPOSE	SHOWN	SERVIENT TENEMENT	GRANTEE
ELECTRICITY SUPPLY	G	LOT 2 DP 362696	VECTOR LTD







# RECORD OF TITLE **UNDER LAND TRANSFER ACT 2017 FREEHOLD**



Ř.W. Muir Registrar-General of Land

Guaranteed Search Copy issued under Section 60 of the Land **Transfer Act 2017** 

255820 **Identifier** 

Land Registration District North Auckland 13 November 2007 **Date Issued** 

**Prior References** NA31A/377

**Estate** Fee Simple

Area 1086 square metres more or less **Legal Description** Lot 7 Deposited Plan 362696

**Registered Owners** 

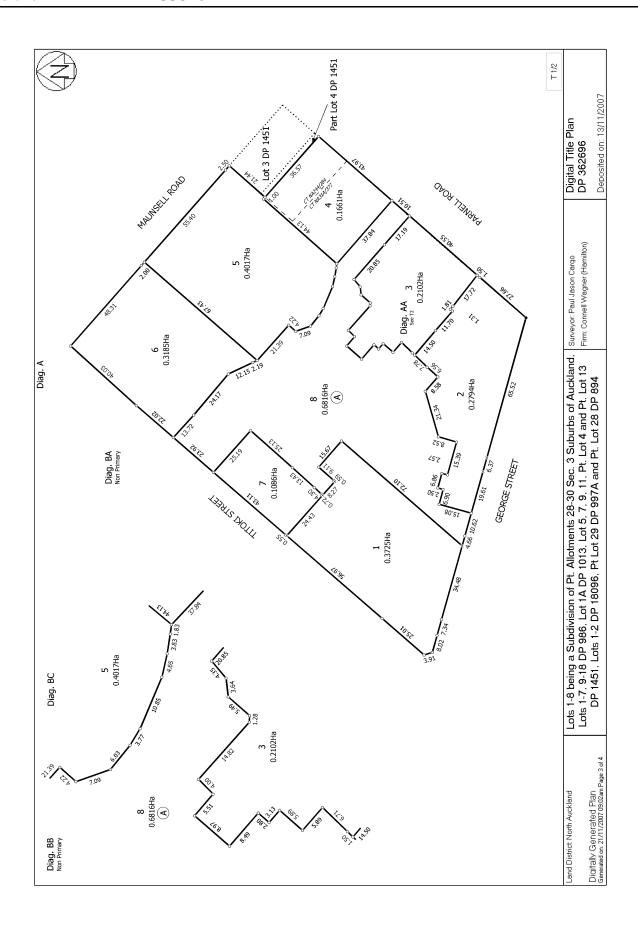
Foundation Properties Limited

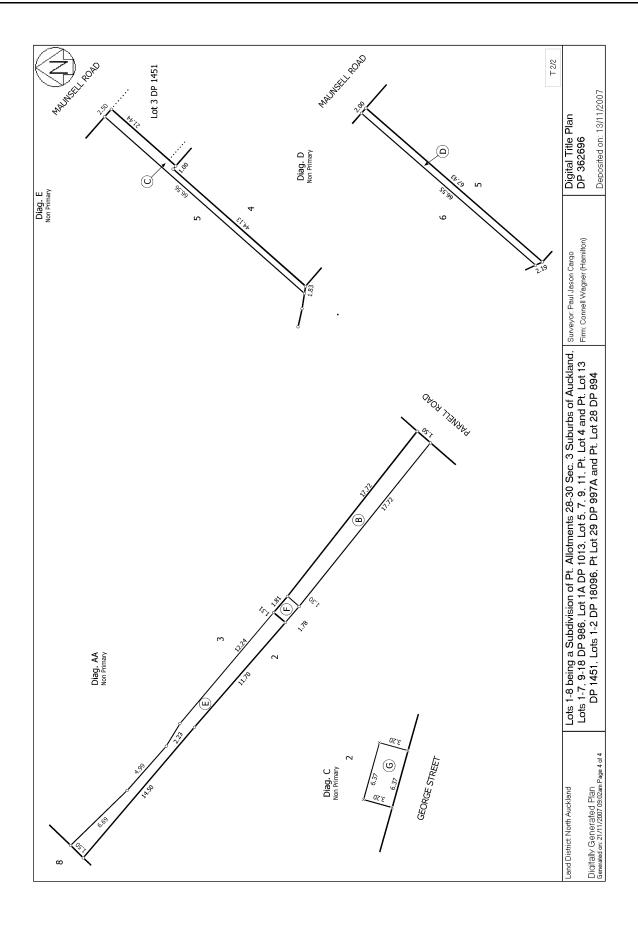
#### **Interests**

7613079.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.11.2007 at 9:00 am 7613079.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.11.2007 at 9:00 am Appurtenant hereto is a pedestrian only right of way created by Easement Instrument 7613079.6 - 13.11.2007 at 9:00 am The easements created by Easement Instrument 7613079.6 are subject to Section 243 (a) Resource Management Act 1991 12179797.1 Surrender of the pedestrian only right of way marked C on DP 362696 created by Easement Instrument 7613079.6 - 28.9.2021 at 12:58 pm

Appurtenant hereto is a right of way, right to convey water, gas, electricity, telecommunications and a right to drain sewage and stormwater and a parking easement created by Easement Instrument 12179797.3 - 28.9.2021 at 12:58 pm

The easements created by Easement Instrument 12179797.3 are subject to Section 243 (a) Resource Management Act 1991







# **CONSENT NOTICE**

In the matter of a Consent Notice issued pursuant to Section 221 of the Resource Management Act 1991 in respect of a condition of subdivision consent for Lots 1-8 DP362696, being a subdivision of (Pt. Allotments 28-30 Sec. 3 Suburbs of Auckland, Lots 1-7, 9-18 DP986, Lot 1A DP1013, Lot 5, 7, 9, 11, Pt. Lot 4 and Pt. Lot 13 DP1451, Lots 1-2 DP 18096, Pt Lot 29 DP 997A and Pt. Lot 28 DP 894) at 541 Parnell Road, Parnell, (Auckland City Council Plan No (E4516/7).

I, Elizabeth Stewart, Team Leader, Subdivision Consents of the Auckland City Council, hereby certify that the following condition, to be complied with on a continuing basis, was imposed when subdivision consent was granted by the Team Leader Subdivision Consents on 20-July-2005 under delegated authority from the Auckland City Council.

That all Lots are served by common stormwater and foulwater drains (being drains serving more than one lot) and therefore likely to be more susceptible to blockage due to increase flows and detritus, and which may necessitate increased care and maintenance.

The registered proprietor shall keep and maintain the common private sanitary sewer and stormwater drain that serves this site and which is shown on attached Plan Drawing No. A388-12 Revision 01 drawn by Connell Wagner dated April 2006, in good working order repair and condition, including (without limitation) regularly cleaning out any silt collection devices such as cesspits or silt traps, and shall ensure drains are only used for their intended purpose.

If the drain is not working to its design capacity for any reason, (including blockage and damage) and is causing or has the potential to cause nuisance to any other party, then the registered proprietor shall repair or replace the drain at its cost as soon as possible.

All repairs, maintenance and/or replacement of the drains shall be carried out in a quick and professional manner to minimise effects on other parties and shall be carried out in accordance with the Building Act 2004 and any other applicable statutory or non-statutory requirements.

If the Council or its agents are called to attend, a drainage blockage or nuisance the registered proprietor shall pay on demand Council's Costs in so attending.

Dated this 14th day of August 2006

Signed by Elizabeth Anne Stewart Team Leader, Subdivisions on behalf of, and by the authority of the AUCKLAND CITY COUNCIL under Section 252(1) (a) of the Local Government Act 1974

)Principal Administrative Officer.

# **CONSENT NOTICE**

In the matter of a Consent Notice issued pursuant to Section 221 of the Resource Management Act 1991 in respect of a condition of subdivision consent for Lots 1-8 DP362696, being a subdivision of (Pt. Allotments 28-30 Sec. 3 Suburbs of Auckland, Lots 1-7, 9-18 DP986, Lot 1A DP1013, Lot 5, 7, 9, 11, Pt. Lot 4 and Pt. Lot 13 DP1451, Lots 1-2 DP 18096, Pt Lot 29 DP 997A and Pt. Lot 28 DP 894) at 541 Parnell Road, Parnell, (Auckland City Council Plan No (E4516/7).

I, Elizabeth Stewart, Team Leader, Subdivision Consents of the Auckland City Council, hereby certify that the following condition, to be complied with on a continuing basis, was imposed when subdivision consent was granted by the Team Leader Subdivision Consents on 20-July-2005 under delegated authority from the Auckland City Council.

That prior to the disposal or transfer of ownership of any lot or further development, then compliance with the conditions stated below is required:

That for each of the wastewater and stormwater drainage services, all the necessary pipes and ancillary equipment are to be supplied and laid to provide a separated, individual private connection to each of the proposed Lots 1-8 and connect them to the existing public drainage system or to an extension of the public drainage system. Any common private drainage between the Lots is to be separated such that drainage serving a Lot is to be exclusive to that Lot. A Building Consent will be required for this work or in the case of public drainage a Retrospective Engineering Approval. Any Engineering Approval application is to include detailed engineering plans and calculations for construction for the work and is required to be submitted and approved prior to the works commencing. The plans and calculations are to be submitted to Auckland City Environment's Development Engineering.

That as-built plan is to be provided to Council for all new public assets to be vested in the Council and Metrowater. Requirements are outlined in Council's Code of Urban Subdivision and Metrowater's Development and Connection Standards Manual. The as built plans are to be approved by Auckland City Environments, Development Engineering as part of an approved engineering process for water supply and drainage.

Dated this 14th day of August 2006

Signed by Elizabeth Anne Stewart Team Leader, Subdivisions on behalf of, and by the authority of the AUCKLAND CITY COUNCIL under Section 252(1) (a) of the Local Government Act 1974

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration d	istrict
---------------------	---------

NORTH AUCKLAND

Grantor



El 7613079.6 Easement | Cpy - 01/01,Pgs - 007,12/11/07,15:57

Surname(s) must be unuginited of in Cartials.

Royal New Zealand Foundation of the Blind

Grantee

Surname(s) must be underlined or in CAPITALS.

Royal New Zealand Foundation of the Blind

#### 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

312

day of



2007

**Attestation** 



Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
Witness name

Occupation

Signature [common seal] of Grantor

**Address** 

The Common Seal of
The Royal New Zealand Foundation
of the Blind was hereto affixed in
the presence of

Director

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
Witness name

Occupation

Address

Signature [common seal] of Grantee and Grantor

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

9000

[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

# Approved by Registrar-General of Land under No. 2002/6055 Annexure Schedule 1



,			ADLS.
Easement instrument	Dated 31 October	F005 7	Page 1 of 6 pages
Schedule A		(Continue in additional A	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)
Right of Way, Right to Park Cars, Telecommunications, Gas, Water, Electricity, Sanitary Sewer and Stormwater Drainage	"A" on DP 362696	Lot 8 DP 362696 (255821)	Lot 1 DP 362696 (255814) Lot 2 DP 362696 (255815) Lot 3 DP 362696 (255816) Lot 4 DP 362696 (255817) Lot 5 DP 362696 (255818) Lot 6 DP 362696 (255819) Lot 7 DP 362696 (255820)
Easements or <i>profits à pi</i> rights and powers (includ terms, covenants, and co	ding	number as required.	and insert memorandum Annexure Schedule if
	ed below, the rights and pov ransfer Regulations 2002 and		asses of easement are those the Property Law Act 1952.
The implied rights and po	owers are [varied] <del>[negative</del>	<del>d] [added to]</del> or <del>[substitu</del>	led] by:
- [Momorandum number	, regiete	ored under section 155∧ ef	the Land Transfer Act 1062].
[the provisions set out in	Annexure Schedule 2].		
Covenant provisions  Delete phrases in [ ] and in  Continue in additional Anno	nsert memorandum number a exure Schedule if required.	as required.	
The provisions applying	to the specified covenants ar	e those set out in:	
Memorandum number		orod under section 155A of	the Land Transfer Act 1052

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

[Annexure Schodule 2].

#### **Annexure Schedule**

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

Easement	Dat
Lascarcat	Ua

ited 31 October

7005 redob0

Page 2 of

Pages

(Continue in additional Annexure Schedule, if required.)

Continued from "Annex	ure Schedule 1", Schedule A	A	
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Pedestrian Only Right of Way	"B" on DP 362696	Lot 2 DP362696 (255815)	Lot 1 DP 362696 (255814) Lot 3 DP 362696 (255816) Lot 4 DP 362696 (255817) Lot 5 DP 362696 (255818) Lot 6 DP 362696 (255819) Lot 7 DP 362696 (255820) Lot 8 DP 362696 (255821)
	"C" on DP 362696	Lot 5 DP362696 (255818)	Lot 1 DP 362696 (255814) Lot 2 DP 362696 (255815) Lot 3 DP 362696 (255816) Lot 4 DP 362696 (255817) Lot 6 DP 362696 (255819) Lot 7 DP 362696 (255820) Lot 8 DP 362696 (255821)
	"D" on DP362696	Lot 6 DP362696 (255819)	Lot 1 DP 362696 (255814) Lot 2 DP 362696 (255815) Lot 3 DP 362696 (255816) Lot 4 DP 362696

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

<del></del> ,							_
Easement	Dated	31	October 2007	Page	3	of   6	Pages
		. • •		, - ,			

(Continue in additional Annexure Schedule, if required.) (255817)Lot 5 DP 362696 (255818)Lot 7 DP 362696 (255820)Lot 8 DP 362696 (255821)"E" on DP 362696 Lot 3 DP 362696 Lot 1 DP 362696 (255814)(255816)Lot 2 DP 362696 (255815)Lot 4 DP 362696 (255817)Lot 5 DP 362696 (255818)Lot 6 DP 362696 (255819)Lot 7 DP 362696 (255820)Lot 8 DP 362696 (255821)"F" on DP 362696 Lot 2 DP 362696 Lot 1 DP 362696 (255814)(255815)Lot 3 DP 362696 Upper Height Limit (255816)RL 66.16 Lot 4 DP 362696 (255817)Lower Height Limit Lot 5 DP 362696 (255818)RL63.41 Lot 6 DP 362696 (255819)Lot 7 DP 362696 (255820)Lot 8 DP 362696 (255821)

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.

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

### **Annexure Schedule**

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

Dated 3\ October 2007 Page 4 of 6 Pag

(Continue in additional Annexure Schedule, if required.)

### Interpretation

Easement

- 1.1 The Regulations are varied so that the definition of "easement facility" (b) is amended by inserting at the end of the sub-clause, the words "and any mask, insulator, casing, fixture, tunnel or other equipment material used or intended to be used for supporting, enclosing, surrounding or protecting any of the aforementioned".
- 1.2 The Regulations are varied so that the following sub-clauses are added as new sub-clauses under the definition of "easement facility":
  - "(g) in relation to a right to park cars, means that part of the surface of the land described as the stipulated area"
  - "(h) in relation to a pedestrian right of way means that part of the surface of the land described as the stipulated area."
- 1.3 The following definitions are inserted into Clause 1 of the Regulations:
  - "costs" means the costs of the installation, creation, establishment, repair, maintenance, and servicing of any article, property or facility used or needed for the proper exercise of the rights created by this easement instrument;
  - "easement" means an easement recorded by an easement instrument, transfer instrument or deposit document; "grantee's building" in relation to each easement means the building or improvements located on the dominant land;
  - "telecommunication" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electro magnetic waves or not, at any frequency and whether for the information of any person or not and includes any electric power supply whether underground or over ground incidental to telecommunications;
  - "these provisions" means these provisions as they may be varied from time to time;
  - "Regulations" means Schedule 4 of the Land Transfer Regulations 2002;

### 2 Classes of Easements

2.1 Clause 2 of the regulations is amended by adding the following: "(h) a right to park cars".

### 3 Right to convey water

3.1 Clause 3 (1) of the Regulations is amended so that the words "in any quantities consistent with the rights of others" are inserted after the words "convey water" in the third line.

### 4 Right to drain sewage

Clause 5 (1) of the Regulations is varied by adding the words "in any quantities" after the words "and waste fluids" in the third line.

### 5 Right to convey electricity

Clause 7 (1) of the Regulations is varied by adding the words "in such quantity required to satisfy the grantee's reasonable needs" after the words "or impediment" in the fourth line.

### 6 Pedestrian Right of way

In respect of the pedestrian right of way easement:

- (a) Regulation 6 (2) is amended by adding the following words:
  - "only for the purposes set out in sub-clause 6(4)" after the word "easement facility"
- (b) Clause 6 (3) of the Regulations is substituted by the following:

  "the right to establish steps and a pathway, and to effect necessary repairs to any existing steps and pathways, and to carry out any necessary maintenance, cleaning and upkeep, where necessary altering the state of the stipulated area and any necessary rights of entry on the stipulated area with or without machinery, plant and equipment for such purpose.
- (c) Clause 6 of the Regulations is added to as follows:

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

### **Annexure Schedule**

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

•							~	1.5.L.S.
ated	31	October	2007	Page	5	of	6	Page

(Continue in additional Annexure Schedule, if required.)

The right to have the pedestrian right of way kept clear at all times of obstructions, whether caused by deposited material, trees and shrubs or any unreasonable impediment to the use and enjoyment of the steps and pathway on the stipulated area.

(d) Where work is carried out by the grantee on the stipulated area pursuant to clause 6 (3) or 6 (4) or to any order of the Court, the right of the grantor to have the stipulated area restored as far as possible to its former condition after the completion of the work, subject to the right of contribution in clause 11.

### 7 Right to convey gas

Easement

7.1 Clause 9 (1) of the Regulations is varied by adding the words "in such quantity required to satisfy the grantee's reasonable needs" after the words "or impediment" in the fourth line.

### 8 Right to park cars

- 8.1 A new clause 15 is added to the Regulations as follows:
  - "15. Right to park cars:
  - 15(1) The right to park cars includes the right (in common with the grantor) to have access over and to park motor vehicles on the stipulated area from time to time 24 hours a day 7 days a week.
  - 15(2) The right to park cars includes the right to restrict the grantee's use of the stipulated area from time to time.
  - 15(3) The right to park cars includes:
    - (a) The right to establish car parking spaces on the stipulated area (at the grantor's sole discretion), including the right to:
      - (i) seal the surface of the stipulated area;
      - (ii) mark out the car park spaces on the stipulated area;
      - (iii) brand and erect signage on the stipulated area;
      - (iv) erect canopies in the stipulated area;
      - (v) install and operate automated banking terminals on the stipulated area; and
      - (vi) operate a loading dock on the stipulated area.
    - (b) repair and maintain existing carparks on the stipulated area;
    - (c) alter from time to time any of the works in clause 15(3)(a) and the land over which the easement is granted; and
    - (d) impose rules from time to time by notice to the grantee governing the use of the facility.
  - 15(4) The grantee shall:
    - (a) use the stipulated area for parking cars only and for no other purpose;
    - (b) not spill (or permit to be spilt) oil or other deleterious substances on the stipulated area;
    - (c) not make (or allow to be) made any alterations or additions to any part of the stipulated area;
    - (d) not affix, paint or exhibit and name, sign, name-plate, signboard or advertising on the stipulated area (or permit the same);
    - not wash or undertake any mechanical repairs or similar activity on any vehicle or other property on the stipulated area; and
    - (f) indemnify the grantor and keep it indemnified from any damage or loss to the grantor arising directly or indirectly out of the grantee's use of the easement facility or breach of the Regulations by the grantee.
  - 15(5) The grantor grants to the grantee of Lot 1 DP 362696 (255814) the right to establish a loading dock within the stipulated area and to temporarily park motor vehicles within that area for the purposes of loading or unloading those motor vehicles and to establish three pick up and drop off carparking spaces, again all within the stipulated area, with those relevant areas to be located adjacent to the eastern boundary of such Lot 1 DP 362696 and in positions directed by the grantor from time to time so that the grantee of lot 1 DP 362696 will always have reasonable convenient and practical access to lot 1 DP 362696 from the George Street entrance via lot 8 DP 362696 to lot 1 DP 362696 and reasonable ability to load and unload and pick up and drop off."

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

							R.	10.13
ed	31	October	2007	Page	6	of	6	Pages

(Continue in additional Annexure Schedule, if required.)

# RIGHTS AND POWERS IMPLIED IN ALL CLASSES OF EASEMENTS General Rights

- 9.1 The following provisions are inserted into Section 10 of the Regulations:
  - (4) The grant shall be for all time from the date such easements(s) are deemed to be created pursuant to section 90A(5) of the Land Transfer Act 1952 .
  - (5) No power is implied in respect of the easement(s) for the grantor to determine the easement(s) for breach of any provision in this easement instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easement(s) shall subsist for all time unless surrendered.

### 10 Repair, Maintenance and Costs

10.1 A new clause 11 (5) is added to the Regulations as follows:

"If the incurring of costs was caused by the deliberate or negligent act or omission of either the grantor or the grantee, that party shall be responsible for those costs. Each party shall have the right to recover from the other party or parties, the cost of repairs to the easement facility occasioned by any deliberate or negligent act, by that party and all such costs occasioned by them, their agents, servants, contractors, permitted occupants, residents or invitees arising out of their use of the easement facility."

### 11 Rights of entry

11.1 A new clause 12 (7) is added to the Regulations as follows:

"In exercising any rights under subclause 12(1) the grantee shall give to the grantor no less than seven (7) days' written notice (unless in the event of an emergency)."

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.

# **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type 12179797.1 Registered 28 September 2021 12:58 Powell, Lliam John Kieran Partial Surrender of Easement



Affected Records of Title	Land District	
1005442	North Auckland	
255814	North Auckland	
255815	North Auckland	
255816	North Auckland	
255819	North Auckland	
255820	North Auckland	
255821	North Auckland	
Affected Instrument	Easement Instrument 7613079.6	
Annexure Schedule Contain	s 1 Pages.	
<b>Grantor Certifications</b>		
I certify that I have the author lodge this instrument	ity to act for the Grantor and that the party has the legal capacity to authorise me to	Ø
I certify that I have taken reast this instrument	onable steps to confirm the identity of the person who gave me authority to lodge	
I certify that any statutory pro with or do not apply	visions specified by the Registrar for this class of instrument have been complied	V
I certify that I hold evidence s the prescribed period	howing the truth of the certifications I have given and will retain that evidence for	V
Signature	G	
Signed by Joseph Wallis Biddl	les as Grantor Representative on 23/09/2021 03:19 PM	
<b>Grantee Certifications</b>		
I certify that I have the author lodge this instrument	ity to act for the Grantee and that the party has the legal capacity to authorise me to	Ø
I certify that I have taken reasthis instrument	onable steps to confirm the identity of the person who gave me authority to lodge	Ø
I certify that any statutory pro with or do not apply	visions specified by the Registrar for this class of instrument have been complied	
I certify that I hold evidence s the prescribed period	howing the truth of the certifications I have given and will retain that evidence for	$\square$
I certify that the territorial aut	hority has consented to this transaction and I hold that consent	$\overline{\checkmark}$
I certify that the Mortgagee un	nder Mortgage 9897770.6 has consented to this transaction and I hold that consent	$\overline{\checkmark}$
I certify that the Mortgagee un	nder Mortgage 10734264.2 has consented to this transaction and I hold that consent	
I certify that the Mortgagee up	nder Mortgage 10734264.3 has consented to this transaction and I hold that consent	
	nder Mortgage 10734264.6 has consented to this transaction and I hold that consent	
		$\overline{\square}$
I certify that the Mortgagee un	nder Mortgage 10734264.7 has consented to this transaction and I hold that consent	$\square$

Signature	
Signed by Joseph	Wallis Biddles as Grantee Representative on 23/09/2021 03:20 PM
	*** End of Report ***

**Annexure Schedule:** Page: 1 of 1

### **Easement instrument to partially surrender Easement**

(Section 109 Land Transfer Act 2017)

G	Grantor
	Foundation Properties Limited
Ġ	Grantee

### **Surrender of Easement**

Foundation Properties Limited

The Grantee, being the registered owner of the Benefited Land(s) set out in Schedule A, or being the Grantee in gross, hereby surrenders to the Grantor the easement(s) set out in Schedule A and the Grantor accepts the surrender of those easement(s)

### Schedule A

Purpose of Easement	Creating Instrument number	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way, right to park cars, telecommunications, gas, water, electricity, sanitary sewer and stormwater drainage marked as "A" on DP 362696		Lot 8 DP 362696 (255821)	Lot 1 DP 362696 (255814) Lot 2 DP 362696 (255815) Lot 3 DP 362696 (255816) Lot 4 and 5 DP 362696 (1005442) Lot 6 DP 362696 (255819) Lot 7 DP 362696 (255820)
Pedestrian right of way as marked as "C" on DP 362696	7613079.6	Lot 5 DP 362696 (1005442)	Lot 1 DP 362696 (255814) Lot 2 DP 362696 (255815) Lot 3 DP 362696 (255816) Lot 4 DP 362696 (1005442) Lot 6 DP 362696 (255819) Lot 7 DP 362696 (255820) Lot 8 DP 362696 (255821)

# **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type 12179797.3 Registered 28 September 2021 12:58 Powell, Lliam John Kieran Easement Instrument



Affected Records of Title	Land District	
255814	North Auckland	
255815	North Auckland	
255816	North Auckland	
255819	North Auckland	
255820	North Auckland	
994967	North Auckland	
994968	North Auckland	
Annexure Schedule Contains	s 6 Pages.	
<b>Grantor Certifications</b>		
I certify that I have the authorized lodge this instrument	ity to act for the Grantor and that the party has the legal capacity to authorise me to	
I certify that I have taken reasonable this instrument	onable steps to confirm the identity of the person who gave me authority to lodge	V
I certify that any statutory prov with or do not apply	visions specified by the Registrar for this class of instrument have been complied	Ø
I certify that I hold evidence sl the prescribed period	howing the truth of the certifications I have given and will retain that evidence for	V
I certify that the Mortgagee un	nder Mortgage 9897770.6 has consented to this transaction and I hold that consent	
I certify that the Mortgagee un	nder Mortgage 10734264.2 has consented to this transaction and I hold that consent	$\square$
I certify that the Mortgagee un	nder Mortgage 10734264.3 has consented to this transaction and I hold that consent	
I certify that the Mortgagee un	der Mortgage 10734264.6 has consented to this transaction and I hold that consent	
I certify that the Mortgagee un	nder Mortgage 10734264.7 has consented to this transaction and I hold that consent	
Signature		
Signed by Joseph Wallis Biddle	es as Grantor Representative on 23/09/2021 03:20 PM	
Grantee Certifications		
I certify that I have the authorical lodge this instrument	ity to act for the Grantee and that the party has the legal capacity to authorise me to	V
I certify that I have taken reasonable this instrument	onable steps to confirm the identity of the person who gave me authority to lodge	Ø
I certify that any statutory prov with or do not apply	visions specified by the Registrar for this class of instrument have been complied	Ø
I certify that I hold evidence sl the prescribed period	howing the truth of the certifications I have given and will retain that evidence for	V
Signature		
_	es as Grantee Representative on 23/09/2021 03:20 PM	

\*\*\* End of Report \*\*\*

**Annexure Schedule:** Page:1 of 6

### **Easement instrument to grant easement**

(Section 109 Land Transfer Act 2017)

### Grantor

Foundation Properties Limited

### Grantee

Foundation Properties Limited

### **Grant of Easement**

**The Grantor** being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule

### Schedule A

Purpose of Easement	Shown on DP 543579 (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way, right to convey water, gas, electricity and telecommunications, right to drain sewage and stormwater, parking.	"AC" on deposited plan 561771	Lot 11 Deposited Plan 561771 (RT 994968)	Lot 9 Deposited Plan 561771 (RT 994967)  Lot 1 Deposited Plan 362696 (RT 255814)  Lot 2 Deposited Plan 362696 (RT 255815)  Lot 3 Deposited Plan 362696 (RT 255816)  Lot 6 Deposited Plan 362696 (RT 255819)  Lot 7 Deposited Plan
			Lot 7 Deposited Plan 362696 (RT 255820)

**Annexure Schedule:** Page:2 of 6

2

### Easements rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the <u>Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007</u>.

The implied rights and powers are hereby varied, negatived and added to (where applicable as contemplated within clause 1.1 of the Annexure Schedule) by the provisions set out in the Annexure Schedule.

#### **Annexure Schedule**

### 1. GENERAL

- 1.1 The rights and powers recorded in this easement instrument shall be in addition to the rights and powers recorded in Schedule 5 of the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007, except in the event of conflict, where the rights and powers recorded in this easement instrument shall prevail and shall substitute the rights and powers recorded in Schedule 5 of the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.
- 1.2 Where there is a conflict between the provisions of the Land Transfer Regulations 2018 and Schedule 5 of the Property Law Act 2007, the provisions of Schedule 5 of the Property Law Act 2007 will prevail.
- 1.3 The implied rights and powers associated with the right to drain water in Schedule 5 of the Land Transfer Regulations 2018 are to apply to the right to drain stormwater.

### 2. INTERPRETATION

- 2.1 The definition of "easement facility" in the Regulations is amended by:
  - (a) inserting at the end of sub-clause (b) the words "and any mask, insulator, casing, fixture, tunnel or other equipment material used or intended to be used for supporting, enclosing, surrounding or protecting any of the aforementioned"; and
  - (b) adding a new sub-clause as follows:
    - "(g) for a parking right, means that part of the surface of the land described as the easement area."
- 2.2 The following definitions are inserted into clause 1 of the Regulations:
  - (a) "Costs means the costs of installation, creation, establishment, repair, maintenance and servicing of any article, property or Easement Facility used or needed for the proper exercise of the rights created by this easement";
  - (b) "Easement means an easement recorded by an easement instrument, transfer instrument or deposit document";
  - (c) "Grantee's building in relation to each easement means the building or improvements located on the benefited land";
  - (d) "Regulations means Schedule 5 of the Land Transfer Regulations 2018".
- 2.3 The definition of "telecommunication" is deleted and replaced with:
  - (a) "Telecommunication means the conveyance, transmission, emission or reception of sings, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not, at any frequency and whether for the information of any person or not and includes any

**Annexure Schedule:** Page:4 of 6

4

electric power supply whether underground or over ground incidental to telecommunications".

### 3. CLASS OF EASEMENTS

3.1 Clause 2 of the Regulations is amended by adding a new sub-clause as follows:

"(h) parking"

### 4. RIGHT TO CONVEY WATER

4.1 Clause 3(1) of the Regulations is varied by adding the words "in any quantities consistent with the rights of the grantor and other persons whom the grantor may grant similar rights" after the words "convey water" on the second line.

### 5. RIGHT TO CONVEY ELECTRICITY

5.1 Clause 7(1) of the Regulations is varied by adding the words "in such quantity required to satisfy the grantee's reasonable needs" after the words "or impediment" on the third line.

### 6. RIGHT TO CONVEY TELECOMMUNICATIONS

6.1 Clause 9(1) of the Regulations is varied by adding the words "in such quantity required to satisfy the grantee's reasonable needs" after the words "or impediment" on the second line.

### 7. PARKING

7.1 New clause 9A is added to the Regulations as follows:

### "9A Parking

- (1) The parking right includes the right, in common with the grantor and any other persons to whom the grantor may grant similar rights, to have access over and to park motor vehicles on the Easement Area from time to time 24 hours a day, seven days a week.
- (2) The parking right includes the right of the Grantor to restrict the grantee's use of the Easement Area from time to time.
- (3) The parking right includes:
  - (a) the right to establish car parking spaces on the Easement Area (at the grantor's sole discretion), including the right to:
    - (i) seal the surface of the Easement Area;
    - (ii) mark out the car park spaces on the Easement Area;
    - (iii) brand and erect signage on the Easement Area;

- (iv) erect canopies in the Easement Area;
- (v) install and operate automated banking terminals on the Easement Area; and
- (vi) operate a loading dock on the Easement Area.
- (b) repair and maintain existing carparks on the Easement Area;
- (c) alter from time to time any of the works in clause 9A(3)(a) and the land over which the easement is granted; and
- (d) impose rules from time to time by notice to the grantee governing the use of the Easement Facility.
- (4) The grantee shall:
  - (a) use the Easement Area for parking cars only and for no other purpose;
  - (b) not spill, or permit to be spilt, oil or other deleterious substances on the Easement Area;
  - (c) not make, or allow to be made, any alterations or additions to any part of the Easement Area;
  - (d) not affix, paint or exhibit any name, sign, name-plate, signboard or advertising on the Easement Area;
  - (e) not wash or undertake any mechanical repairs or similar activity on any vehicle or other property on the Easement Area;
  - (f) indemnify the grantor and keep the grantor indemnified from any damage or loss to the grantor arising directly or indirectly out of the grantee's use of the Easement Facility or breach of the Regulations by the grantee.
- (5) The grantor grants to the grantee of Lot 1 Deposited Plan 362696 (contained in record of title 255814) the right to establish a loading dock within the Easement Area and to temporarily park motor vehicles within that area for the purposes of loading or unloading those motor vehicles and to establish three pick up and drop off car parking spaces, again all within the Easement Area, with those relevant areas to be located adjacent to the eastern boundary of such Lot 1 Deposited Plan 362696 and in positions directed by the grantor from time to time so that the grantee of Lot 1 Deposited Plan 362696 will always have reasonable convenient and practical access to Lot 1 Deposited Plan 362696 (contained in record of title 255814) from the George Street entrance via Lot 11 Deposited Plan 561771 to Lot 1 Deposited Plan 362696 and reasonable ability to load and unload and pick up and drop off."

### 8. RIGHTS AND POWERS IMPLIED IN ALL CLASSES OF EASEMENTS

### 8.1 General Rights

- (a) Clause 10 of the Regulations is amended by adding new sub-clauses as follows:
  - "(6) The grant of the easements in this instrument shall be from the date that such easements are deemed to be created pursuant to clause 110(8) of the Land Transfer Act 2017.
  - (7) No power is implied in respect of the easements for the grantor to determine the easements for breach of any provision in this easement instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easements shall subsist for all times unless surrendered."

### 8.2 Repair, Maintenance and Costs

(a) Clause 11(5) of the Regulations is amended by adding at the end of that clause the words "Each party shall have the right to recover from the other party or parties, the Costs of repairs to the Easement Facility caused by any deliberate or negligent act or omission by that party and all such Costs caused by them, their agents, servants, contractors, permitted occupants, residents and invitees arising out of their use of the Easement Facility."

### 8.3 Rights of Entry

- (a) New clause 12(8) is inserted as follows:
  - "(8) In exercising any rights under sub-clause 12(1) the grantee shall give the grantor no less than seven days' written notice (unless in the event of an emergency)."



## RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD



of Land

R.W. Muir

Guaranteed Search Copy issued under Section 60 of the Land Transfer Act 2017

Identifier 994967

Land Registration District North Auckland

Date Issued 28 September 2021

**Prior References** 

1005442 255821

**Estate** Fee Simple

Area 6875 square metres more or less Legal Description Lot 9 Deposited Plan 561771

**Registered Owners** 

Foundation Properties Limited

### **Interests**

7613079.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.11.2007 at 9:00 am (affects parts formerly Lot 4, 5, 8 DP 362696)

7613079.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.11.2007 at 9:00 am (affects parts formerly Lot 4, 5, 8 DP 362696)

7613079.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.11.2007 at 9:00 am (Affects part formerly Lot 8 DP 362696)

Appurtenant to part formerly Lot 4 and Lot 5 DP 362696 is a pedestrian only right of way created by Easement Instrument 7613079.6 - 13.11.2007 at 9:00 am

The easements created by Easement Instrument 7613079.6 are subject to Section 243(a) Resource Management Act 1991

11650452.1 Notice of the registration of the Foundation Village as a Retirement Village subject to Section 22 Retirement Villages Act 2003 (which provides priority for the rights of the residents ahead of the rights of holders of security interests) - 23.12.2019 at 7:00 am (affects part formerly Lot 3 & Pt Lot 4 DP 1451)

11650452.2 Notice of the registration of the Foundation Village as a Retirement Village subject to Section 22 Retirement Villages Act 2003 (which provides priority for the rights of the residents ahead of the rights of holders of security interests) - 23.12.2019 at 7:00 am (affects part formerly Lot 4 DP 362696)

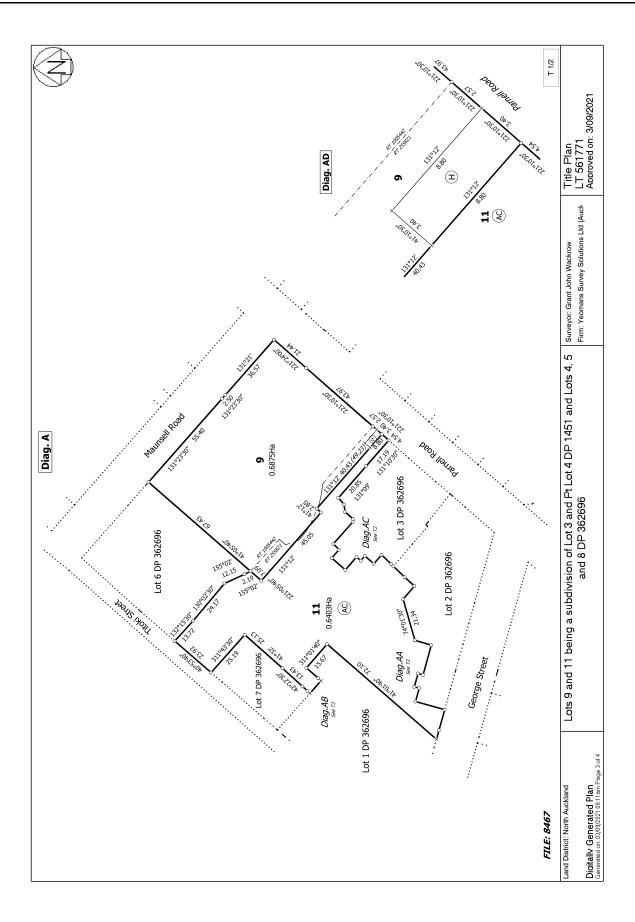
11951560.1 CERTIFICATE PURSUANT TO SECTION 77 BUILDING ACT 2004 THAT THIS RECORD OF TITLE IS SUBJECT TO THE CONDITION IMPOSED UNDER SECTION 75(2) (ALSO AFFECTS 994968 ) - 2.12.2020 at 2:59 pm

12179797.1 Surrender of the pedestrian only right of way marked C on DP 362696 created by Easement Instrument 7613079.6 - 28.9.2021 at 12:58 pm

Appurtenant hereto is a right of way, right to convey water, gas, electricity, telecommunications and a right to drain sewage and stormwater and a parking easement created by Easement Instrument 12179797.3 - 28.9.2021 at 12:58 pm

The easements created by Easement Instrument 12179797.3 are subject to Section 243 (a) Resource Management Act 1991 Subject to a right (in gross) to convey electricity over part marked H on DP 561771 in favour of Vector Limited created by Easement Instrument 12179797.4 - 28.9.2021 at 12:58 pm

12179797.5 Lease Term 105 years from 6 May 2021 - Record of Title 1009205 issued - 28.9.2021 at 12:58 pm





# RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 LEASEHOLD



Guaranteed Search Copy issued under Section 60 of the Land Transfer Act 2017

R.W. Muir Registrar-General of Land

Identifier 1009205

Land Registration District North Auckland

**Date Registered** 28 September 2021 12:58 pm

**Prior References** 

994967

Estate Leasehold Instrument L 12179797.5

Area 6875 square metres more or less Term 105 years from 6 May 2021

**Legal Description** Lot 9 Deposited Plan 561771

**Registered Owners** 

Foundation Village Limited and Generus Foundation Limited

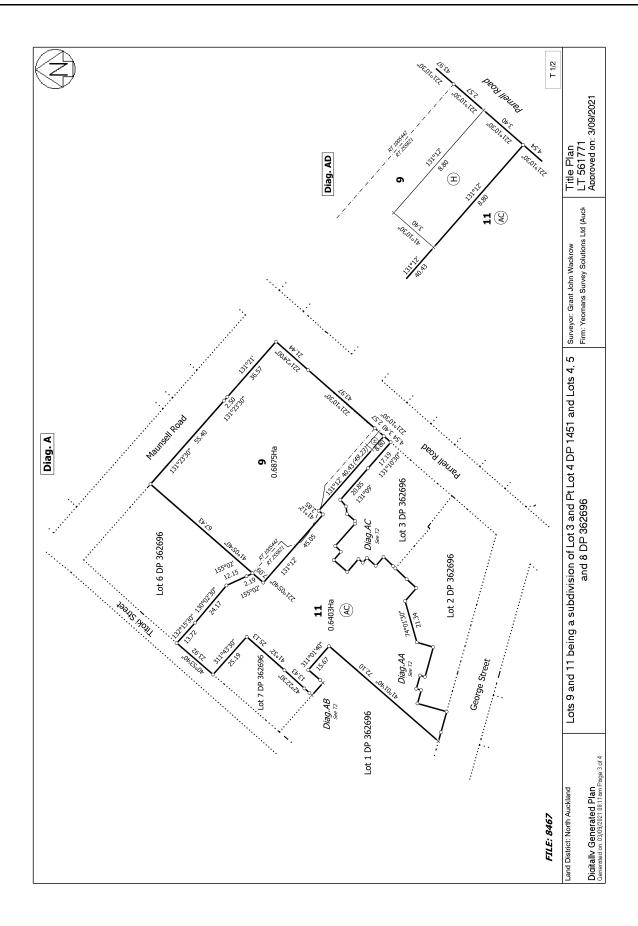
### **Interests**

12179797.6 Encumbrance to Covenant Trustee Services Limited - 28.9.2021 at 12:58 pm

12179797.7 Mortgage to ANZ Bank New Zealand Limited - 28.9.2021 at 12:58 pm

12179797.8 Mortgage to Foundation Properties Limited - 28.9.2021 at 12:58 pm

12381644.1 Notice of the registration of The Foundation Village as a Retirement Village. Subject to section 22 of the Retirement Villages Act 2003 (which provides priority for the rights of the residents ahead of the rights of holders of security interests) - 21.2.2022 at 7:00 am



### THE REGISTRAR OF RETIREMENT VILLAGES

### NOTIFICATION TO THE REGISTRAR-GENERAL OF LAND of a

### REGISTRATION, CHANGE or CANCELLATION OF REGISTRATION

Sections 21(1) and 23(1) Retirement Villages Act 2003

and Registration District(s)			NRV 11650452.2 Retire
NORTH AUC	KLAND		Cpy - 01/01, Pgs - 002, 16/01/20, 09:48
Notification			Tick appropriate bo.
On behalf of the R	Registrar of	Retirement Villages, I h	nereby notify you of the:
X REGISTRAT	ION of the	retirement village name	d below; or
☐ CHANGES to	the retire	ment village named belo	ow, as set out on the following page; or
		IE REGISTRATION of the etirement Villages Act 2	e retirement village named below, pursuant 003
Name of Retirement V			Retirement Village Registration Number
THE FOUNDA	TION V	LLAGE	2745912
Unique Identifiers of 0	I PROPI	(s) ERTIES LIMITED egisters and Legal Descrip	otion Continue on Annexure e retirement village) Schedule(s), if required
Unique identifier	All/Part		Legal description
255817	All	Lot 4 Deposited Plan 3626	96

Solisent to registration		пск арргорпаце вох
☐ A copy of the written conse 12(1)(c) of the Act, is attached	•	e above retirement village, under section
X No written consent to the reg		ement village, under section 12(1)(c) of the lages
Address for service of Security Interes	st Holders	Continue on Annexure Schedule(s), if required
Unique identifier of Security Interest Instrument	Name of Security Interest Holder	Address of Security Interest Holder
10734264.4	Bank of New Zealand	Level 4, 80 Queen Street, Auckland New Zealand
Dated this 14 <sup>th</sup> of January 2020	)	
Attestation		*Print or stamp name
Signed by * Olivia Pidazo Tan		
[Usual signature]	<b>β</b> γ <u>λ</u>	
for and on behalf of the Registrar of Repower delegated under section 88 of the		

# **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type 12179797.4 Registered 28 September 2021 12:58 Powell, Lliam John Kieran Easement Instrument



Affected Records of Title	Land District			
994967	North Auckland			
Annexure Schedule Contains 6	Pages.			
Grantor Certifications				
I certify that I have the authority lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	$\square$		
I certify that I have taken reason this instrument	able steps to confirm the identity of the person who gave me authority to lodge			
I certify that any statutory provis with or do not apply	sions specified by the Registrar for this class of instrument have been complied	Ø		
I certify that I hold evidence sho the prescribed period	wing the truth of the certifications I have given and will retain that evidence for	Ø		
Mortgage 9897770.6 does not af	ffect the burdened land, therefore the consent of the Mortgagee is not required	$\checkmark$		
Mortgage 10734264.2 does not a	affect the burdened land, therefore the consent of the Mortgagee is not required	V		
Mortgage 10734264.3 does not affect the burdened land, therefore the consent of the Mortgagee is not required				
Mortgage 10734264.6 does not a	affect the burdened land, therefore the consent of the Mortgagee is not required	V		
Mortgage 10734264.7 does not a	affect the burdened land, therefore the consent of the Mortgagee is not required	V		
Signature Signed by Joseph Wallis Biddles	as Grantor Representative on 23/09/2021 03:20 PM			
Grantee Certifications				
I certify that I have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V		
I certify that I have taken reason this instrument	able steps to confirm the identity of the person who gave me authority to lodge	Ø		
I certify that any statutory provis with or do not apply	sions specified by the Registrar for this class of instrument have been complied	Ø		
I certify that I hold evidence sho the prescribed period	wing the truth of the certifications I have given and will retain that evidence for	Ø		
<b>Signature</b> Signed by Gemma Anne Bodle a	as Grantee Representative on 28/09/2021 08:59 AM			

\*\*\* End of Report \*\*\*

**Annexure Schedule:** Page: 1 of 6

### **Easement Instrument to Grant Easement**

Section 109 Land Transfer Act 2017

Grantor	
FOUNDATION PROPERTIES LIMITED	
Grantee	
VECTOR LIMITED	

### **Grant of Easement**

The Grantor, being the registered owner of the Burdened Land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

### Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement	Easement Land Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey Electricity	H on DP 561771	Lot 9 DP 561771 (RT 994967)	In Gross

### Easements rights and powers (including terms, covenants, and conditions)

The rights and powers implied in specified classes of easement prescribed by the Land Transfer Regulations 2018 shall not apply and are substituted by the provisions set out in the Annexure Schedule.

Presence of Accommodation (select as applicable):

There is no Accommodation	The Accommodation is owned	The Accommodation is owned by
	by the Landowner 🗌	the Network Operator 🔀

**Annexure Schedule:** Page: 2 of 6

Annexure Schedule Page 1 of 5

Insert instrument type

### Easement Instrument to grant easement

(Continue in additional Annex, if required)

### 1. DEFINITIONS

In this easement unless the context otherwise requires:

- (a) "Accommodation" means that building or other structure (if any) enclosing, supporting and/or surrounding the Substation (if any) from time to time including the foundation, floor, pole, walls or enclosure, canopy, ceiling, lighting, plug socket outlets, cable ducts, access doors or other provision for entry and exit of the Substation.
- (b) "Building" means the building or other improvements situated on the Land.
- (c) "Easement Land" means those parts of the Land specifically marked on the Plan and referred to in Schedule A of this easement
- (d) "Emergency Situation" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity, gas or telecommunications and computer media.
- (e) "Equipment" includes the Substation and all pipes, ducting, cables (including fibre optic cables), meters and load management devices and conducting media, transformers, gas measurement systems, distribution systems and fittings (as defined in the Gas Act 1992) and all other equipment (owned by the Network Operator) which is situated on, in, over or under the Easement Land or which the Network Operator requires to place on, in, over or under the Easement Land to carry out the Permitted Uses.
- (f) "HSW Act" means the Health and Safety at Work Act 2015, any regulations under that Act, and any other approved codes of practice, standards or rules relating to health and safety.
- (g) "Land" means the burdened land referred to in Schedule A of this easement.
- (h) "Landowner" means the Grantor under this easement, being initially the party specified as the Grantor on the first page of this easement.
- (i) "Network Operator" means the Grantee under this easement, being initially the party specified as the Grantee on the first page of this easement.
- (j) "Permitted Uses" means the purpose specified in Schedule A, being either the conveyance of electricity and/or gas and/or the conveyance of telecommunications and computer media in each case, for the benefit of the Land and any other land, and for any other purpose reasonably required by the Network Operator.
- (k) "Plan" is the deposited plan referred to in Schedule A of this easement.
- (I) "Rights" are the full, free, uninterrupted and unrestricted ability and licence (as reasonably required by the Network Operator) at all times to go on, over and under the Land and have access to and through the Building (if any) to enter the Easement Land with or without vehicles, tools or machinery to undertake Works and use the Equipment.
- (m) "Substation" means the distribution substation and/or transformer and/or switching equipment (if any) installed from time to time on the Easement Land.
- (n) "Working Day" means any day other than a Saturday, Sunday or statutory public holiday at the place where the Land is situated.
- (o) "Works" means any works (including but not limited to excavating trenches in which the Equipment will be placed and any other construction, maintenance, inspection, repair, upgrading and replacement works), required to be undertaken by the Network Operator in order that it may use the Easement Land for the Permitted Uses.
- (p) Headings are included for convenience only and do not affect the interpretation of this easement.
- (q) Words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.

**Annexure Schedule:** Page:3 of 6

Annexure Schedule Page 2 of 5

Insert instrument type

### **Easement Instrument to grant easement**

(Continue in additional Annex, if required)

- (r) Reference to the Network Operator and Landowner is deemed to be a reference also to the Network Operator's and Landowner's employees, workmen, engineers and agents unless the context requires otherwise and, in the case of the Network Operator, to any person nominated by the Network Operator in accordance with clause 9.
- (s) Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.
- (t) References to a party includes reference to that party's executors, administrators, successors in title and assigns.

### 2. GRANT

- 2.1 The Landowner grants and the Network Operator accepts the grant of this easement in gross to use the Easement Land for the Permitted Uses together with the right to exercise the Rights for all time.
- 2.2 The Landowner agrees that no power is implied for the Landowner to terminate this easement for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement shall continue until surrendered.

### 3. NETWORK OPERATOR'S OBLIGATIONS

- 3.1 The Network Operator shall:
  - (a) in undertaking any Works cause as little damage as possible to the Land and Building and as little inconvenience as possible to the Landowner and/or the Landowner's tenants, licensees and other persons who have the right to use the Land and the Building; and
  - (b) following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Land as soon as possible after the Works have been completed and restore the surface of the Land as nearly as possible to its former condition (unless otherwise agreed) and make good any damage to the Building caused through the undertaking of the Works.
- 3.2 The Network Operator shall provide the Landowner and/or the occupier for the time being of the Land, at least five (5) Working Days' notice prior to exercising the Rights except:
  - (a) in an Emergency Situation; or
  - (b) when operating or inspecting the Equipment or carrying out Works of a minor nature (that have come to the attention of the Network Operator in the course of such inspection or operation).

### 4. LANDOWNER'S OBLIGATIONS

- 4.1 The Landowner shall not (and shall not allow any other person to), without the prior written consent of the Network Operator:
  - (a) place or allow to be placed any further improvements or fencing or other erections, or allow any further trees or shrubs to grow on the Easement Land other than improvements, fences, erections, trees or shrubs in place as at the date of this easement or replacements for those improvements, fences, erections, trees or shrubs;
  - (b) carry out any act on the Land that interferes with or affects the Permitted Uses or the exercise by the Network Operator of the Rights. In particular, the Landowner shall, at its own cost, at all times keep an access route over the Land to the Easement Land clear and in good condition and promptly carry out any reinstatement works which become necessary from time to time;
  - (c) interfere with or cause any damage to be done to the Equipment;
  - (d) grant any rights over the Easement Land to any party other than the Network Operator except the easements referred to in the Memorandum and/or Schedule of Easements submitted to Land Information New Zealand with the Plan; or

**Annexure Schedule:** Page:4 of 6

Annexure Schedule Page 3 of 5

Insert instrument type

### **Easement Instrument to grant easement**

(Continue in additional Annex, if required)

- (e) permit to be done any act on the Land that interferes with the Network Operator's:
  - (i) access to the Substation (if any) including personnel and Equipment access;
  - (ii) ventilation of the Substation and/or Accommodation (if any);
  - (iii) fire-rating of the Substation and/or Accommodation (if any); or
- 4.2 If the Landowner breaches any of its obligations contained in this clause 4 the Network Operator may remedy any such breach and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

### 5. MAINTENANCE

The Network Operator shall, at its cost, keep the Equipment in good and substantial repair and shall be liable to the Landowner for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Equipment to the extent (but not greater than) specified in:

- the Network Operator's then standard terms and conditions for the supply of distribution services as published and publicly notified on the Network Operator's official website from time to time (if applicable);
- (b) the direct agreement for the supply of distribution services between the Network Operator and the Landowner (if applicable); or
- (c) the Landowner's energy supply agreement with its retailer (to the extent the terms of such agreement are enforceable against the Landowner by the Network Operator).

### 6. HEALTH AND SAFETY

- 6.1 The Network Operator shall, while undertaking any Works, do so in accordance with its health and safety obligations, including the HSW Act.
- 6.2 Where the Landowner conducts a business or undertaking, the Landowner shall comply with the HSW Act.
- 6.3 The Landowner must notify the Network Operator of any known hazards or special health and safety requirements for the Land and the Network Operator shall use reasonable endeavours to comply with those.
- 6.4 The parties agree to work together to consult, co-operate and co-ordinate activities in order to meet each other's respective health and safety obligations under applicable legislation and this easement.

### 7. OWNERSHIP

The Network Operator retains ownership of the Equipment and the Landowner acknowledges that such Equipment does not form part of the Land.

### 8. IMPLIED RIGHTS AND POWERS

The rights and powers implied in certain easements pursuant to section 111 of the Land Transfer Act 2017 (and currently set out in Schedule 5 of the Land Transfer Regulations 2018) are, as between the Landowner and Network Operator, substituted and replaced by the terms set out in this easement.

### 9. NOMINATION OF NETWORK OPERATOR

The Network Operator may, by serving written notice on the Landowner (and without limiting the rights of the Network Operator pursuant to section 291 Property Law Act 2007) nominate any person to exercise (either together with the Network Operator or otherwise) any of the rights granted to the Network Operator.

**Annexure Schedule:** Page: 5 of 6

Annexure Schedule Page 4 of 5

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

### 10. LANDOWNER TO NOTIFY OCCUPIER

The Landowner shall notify every occupier of the Land of the terms of this easement and shall make sure that any such occupier complies with the terms of this easement in order that the Network Operator can have the full use and benefit of the rights granted under this easement.

### 11. DISPUTES

- 11.1 If any dispute arises between the Landowner and the Network Operator concerning the rights created by this instrument and the parties are unable to resolve that dispute through good faith negotiations within 20 Working Days of beginning such negotiations:
  - (a) to the extent that the dispute falls within the categories of dispute dealt with pursuant to the Energy Complaints Scheme (the "Scheme"), the Landowner may refer the dispute to the Scheme; and
  - (b) to the extent that the dispute does not come within the provisions of clause 11.1(a) either party may refer the matter to the arbitration of a single arbitrator pursuant to the Arbitration Act 1996, such arbitrator to be agreed by the parties (within 10 Working Days), or failing that, appointed by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration will be held in Auckland, New Zealand.

### 12. ACCOMMODATION OWNED BY LANDOWNER

- 12.1 Where Accommodation is owned by the Landowner (as indicated on the front page of this easement), the following provisions of this clause 12 shall apply:
  - (a) the Landowner shall not enter that part of the Easement Land on which the Accommodation is situated except for the purposes of carrying out inspection of and maintenance of the Accommodation pursuant to clause 12(b) and 12(c).
  - (b) the Landowner shall at its cost keep the Accommodation in good and substantial repair. If the Landowner fails to comply with this obligation then the Network Operator may remedy any such failure and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.
  - (c) the Landowner acknowledges that the Accommodation is locked at all times by the Network Operator. If the Accommodation requires repair or the Network Operator reasonably suspects that the Accommodation requires repair, upon receiving notification from the Landowner the Network Operator agrees to, on reasonable notice (except in an Emergency Situation), accompany the Landowner to enter the Accommodation for the purpose of inspecting the Accommodation or carrying out repair, provided that the Landowner shall have the right to inspect the Accommodation without charge by the Network Operator no more than twice a year (other than in an Emergency Situation). The Landowner shall at all times ensure that:
    - (i) the ventilation to and from the Accommodation is not restricted; and
    - (ii) the fire resistance rating and fire protection measures of the Accommodation are maintained at the same levels as at the date of this easement.
  - (d) if the Network Operator becomes aware of any want of repair or maintenance, the Network Operator shall notify the Landowner, provided that the Network Operator has no responsibility to carry out inspections of the Accommodation when it enters the Accommodation or otherwise.

### 13. ACCOMMODATION OWNED BY NETWORK OPERATOR

- 13.1 Where this easement states that there exists Accommodation owned by the Network Operator (as indicated on the front page of this easement) the following provisions of this clause 13 shall apply:
  - (a) the Landowner shall not enter the Accommodation.

Annexure Schedule: Page:6 of 6

Page 5 of 5

# Insert instrument type Easement Instrument to grant easement (Continue in additional Annex, if required) the Network Operator shall at its cost keep the Accommodation in good and substantial repair and shall be liable for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the (b) Accommodation to the extent set out in clause 5. (c) the Landowner acknowledges that the Accommodation does not form part of the Land.

**Annexure Schedule** 

### **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type 12179797.5 Registered 28 September 2021 12:58 Powell, Lliam John Kieran Lease



**Affected Records of Title Land District** 1009205 North Auckland 994967 North Auckland Annexure Schedule Contains 40 Pages. **Lessor Certifications** I certify that I have the authority to act for the Lessor and that the party has the legal capacity to authorise me to  $\sqrt{\phantom{a}}$ lodge this instrument I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge  $\sqrt{\phantom{a}}$ this instrument I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied  $\sqrt{\phantom{a}}$ with or do not apply I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for  $\overline{\mathbf{Q}}$ the prescribed period Mortgage 9897770.6 does not apply to the estate or interest affected by this transaction  $\overline{\mathbf{Q}}$ Mortgage 10734264.2 does not apply to the estate or interest affected by this transaction  $\square$ Mortgage 10734264.3 does not apply to the estate or interest affected by this transaction  $\mathbf{V}$ Mortgage 10734264.6 does not apply to the estate or interest affected by this transaction  $\overline{\mathbf{A}}$ Mortgage 10734264.7 does not apply to the estate or interest affected by this transaction  $\overline{\mathbf{Q}}$ Signature Signed by Joseph Wallis Biddles as Lessor Representative on 23/09/2021 03:21 PM **Lessee Certifications** I certify that I have the authority to act for the Lessee and that the party has the legal capacity to authorise me to  $\square$ lodge this instrument I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge  $\sqrt{\phantom{a}}$ this instrument I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied  $\mathbf{V}$ with or do not apply I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for  $\overline{\mathbf{A}}$ the prescribed period Signature Signed by Alastair James Pettitt as Lessee Representative on 16/09/2021 11:51 AM

\*\*\* End of Report \*\*\*

**Annexure Schedule:** Page:1 of 40

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

### Form 11

### Lease instrument

(Section 91 Land Transfer Act 2017)

Record of Title (unique identifier)	All/part	Area/Description of part	
994967	All	Lot 9 Deposited Plan 561771	
Lacasi			
Lessor FOUNDATION PROPERTIES LIMITED	·		
FOUNDATION PROPERTIES LIMITED	,		
Lessee			
FOUNDATION VILLAGE LIMITED and	GENERUS FOL	INDATION LIMITED	
Estate or Interest Insert "fe	e simple"; "lease	hold in lease number" etc.	
Fee simple	•		
,			
Lease Memorandum Number (if applica	ble)		
N/A			
_			
Term			
105 years from 6 May 2021.			
Rental			
\$10 per annum.			
The part distribution of the part of the p			
Lease and Terms of Lease If require	ed, set out the ter	ms of lease in Annexure Schedules	
		s the lease of the above Estate or Interest in the land in	the
affected record of titles for the Term and at the Rental and on the Terms of Lease set out in the above Lease			
Memorandum or in the Annexure sched	uie(s) (it any)		

Annexure Schedule: Page:2 of 40

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

### ANNEXURE SCHEDULE

**Annexure Schedule:** Page:3 of 40

**Execution Version** 

Dated 15 September August 2021

LEASE INSTRUMENT IN RESPECT OF PARNELL ROAD SITE AND THE AWHINA HOUSE SITE

**FOUNDATION PROPERTIES LIMITED**Lessor

FOUNDATION VILLAGE LIMITED and GENERUS FOUNDATION LIMITED TRADING AS THE FOUNDATION VILLAGE PARTNERSHIP Lessee

GENERUS LIVING GROUP LIMITED AND FOUNDATION PROPERTIES LIMITED Initial Guarantors



### **Execution Version**

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**Execution Version** 

### LEASE INSTRUMENT IN RESPECT OF PARNELL ROAD SITE AND THE AWHINA HOUSE SITE

MEMORANDUM dated this 15 September August 2021

### **PARTIES**

- (1) FOUNDATION PROPERTIES LIMITED at Auckland (Lessor)
- (2) FOUNDATION VILLAGE LIMITED and GENERUS FOUNDATION LIMITED TRADING AS THE FOUNDATION VILLAGE PARTNERSHIP at Auckland (Lessee)
- (3) GENERUS LIVING GROUP LIMITED at Auckland (Generus Group) and FOUNDATION PROPERTIES LIMITED at Auckland (FPL) (severally, as Initial Guarantors)

The Lessor being the registered proprietor of the Land grants this Lease of the Land to the Lessee which accepts a grant of this Lease to use the Land for the Permitted Use during the Term on the basis and terms and conditions described in this Lease.

### 1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions**: In this Lease unless the context requires otherwise:

Adjoining Land means any land owned by the Lessor which adjoins the Land;

**Agreed Design Documentation** has the meaning given to that term in the Partnership Agreement; **Ancillary Business** means:

- (a) the constructing, completing, operating and managing the Commercial Retail Units within the Development for the purposes of commercial and retail leasing; and
- (b) the constructing, completing, operating, managing or divesting (as applicable) of the Commercial Office Space within the Development.

Assumption Rights means the rights exercisable by the Bank under clause 41;

**Awhina House** means the structures or buildings presently erected on the Awhina House Site and any infrastructure or assets below ground and where not repugnant to the context, includes any alterations or additions to any structures or buildings on the Awhina House Site.

**Bank** means the bank or financial institution to which the Lessee grants the Securities from time to time (and includes in its capacity as security trustee for other banks or financial institutions);

**Business Day** means any day other than a Saturday, Sunday or any public holiday on which banks are closed for business in Auckland, New Zealand;

**Commencement Date** means the Lease Commencement Date for the Stage 1 Development (as defined in the Development Interface Agreement);

**Commercial - Retail Units** means the commercial and retail units constructed on the Land for use as part of the Ancillary Business, as provided for in the Agreed Design Documentation;

**Commercial Office Space** means the anticipated 1550 sqm of commercial office space and/or commercial premises to be constructed on the Parnell Road Site for the Lessor, as provided for in the Agreed Design Documentation which at the date of this Lease will comprise approximately

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1000m2 of commercial office space (the **BLV Office Space**) and approximately 550m2 of other office or commercial premises (the **Other Office Space**) (which may comprise two tenancies);

Completion of the BLV Office Space means the date which is the last to occur of the following:

- (a) the base building of the BLV Office Space has reached practical completion;
- (b) fitout works of the BLV Office Space have reached practical completion; and
- (c) a certificate of public use has issued in respect of the BLV Office Space and they are otherwise lawfully able to be occupied.

**Completion of Stage 1 Development** has the meaning given to that term in the Partnership Agreement;

**Completion of Stage 2 Development** has the meaning given to that term in the Partnership Agreement:

**Consents** means all consents, authorisations and permits from any Public Authority which are necessary to undertake the Development;

**Default Action** means the exercise of any right of termination or, or discontinuance of the performance of, any obligations under this Lease, the Development Interface Agreement and/or the Partnership Agreement;

**Development** has the meaning given to Stage 1A Development and Stage 1B Development, in each case, as that term is defined in the Partnership Agreement;

**Development Interface Agreement** means the development interface agreement dated 27 November 2019 between Foundation Properties Limited, the Lessee and the Guarantors;

**Expiry Date** means the date which is 105 years following the Commencement Date;

**Foundation Representative** means a representative of Foundation Village Limited on the board of the Lessee;

### Guarantor means:

- (a) each Initial Guarantor; and
- (b) each other party that becomes a party to this Agreement as a "Transferee Guarantor" pursuant to clause 26,

but excludes any party that ceases to be a Guarantor pursuant to clause 39,

**GST** is goods and services tax payable pursuant to the Goods and Services Tax Act 1985 or any tax in the nature of a goods and services tax;

Improvements means the Retirement Village, any Unit, any Commercial - Retail Unit, the Commercial Office Space or other structure now or hereafter erected on the Land in accordance with the Agreed Design Documentation or clause 15.2, including any structures or buildings erected or to be erected by the Lessee and any infrastructure or assets below ground and where not repugnant to the context, includes any alterations or additions to any structures or buildings;

Land means the land consisting of the Parnell Road Site and the Awhina House Site, being comprised in leasehold title 1009205 (North Auckland Registry);

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**Annexure Schedule:** Page:8 of 40

Land Tax means any land tax or any other tax or charge levied by any Public Authority based upon the value of the Land;

Lease means this instrument (and includes the schedules, annexures and attachments);

**Lessee** means the Lessee, the executors, administrators or successors and permitted assigns and where not repugnant to the context the employees and agents of the Lessee;

Lessor includes its administrators, successors and assigns;

**Lessor Development** means any development proposed to be undertaken by the Lessor on any land owned or controlled by it (or a related party) which adjoins, or is reasonably proximate to, the Land:

**Notice Period** means the period of 30 Business Days following notice by the Lessor to the Bank under clause 40.1.

**Occupation Right Agreement** means an occupation right agreement issued in favour of a resident of the Village in accordance with the RVA;

**Partner** means a partner to the Partnership Agreement, being as at the date of this Lease, Generus Foundation Limited and Foundation Village Limited;

Partnership Agreement means the partnership agreement dated 13 November 2019 between, among others, Foundation Village Limited and Generus Foundation Limited;

**Permitted Use** means the use of the Land for the sole purpose of constructing, completing, operating and managing the Development, Retirement Village (including issuing Occupation Right Agreements), the Ancillary Business and the Commercial Office Space;

Public Authority means any of the following:

- (a) any government in any jurisdiction whether national, regional, territorial or local;
- (b) any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or any state owned enterprise; and
- (c) any regulatory body,

in each case, having jurisdiction over, or authority, for the Land of the Development or the use or occupation of the Land;

Rent Amount means ten dollars (\$10) per annum;

**Rent Payment Date** means the date falling on each anniversary of the date of the Commencement Date;

Retirement Village has the meaning give to the term "Village" in the Partnership Agreement;

**Retirement Village Operator** has the meaning given to the term "Operations Manager" in the Partnership Agreement, subject to clause 30;

RVA means the Retirement Villages Act 2003;

### Scheme Documents means:

(a) the deed of supervision (as defined in the RVA) relating to the Retirement Village; and

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(b) otherwise, any deed of trust and participation relating to the offer of Occupation Right Agreements under the RVA and any other documents relating to the Retirement Village for the benefit of licensees;

**Securities** means all securities, guarantees and security interests held by the Bank from time to time.

Stage 1 Development Land has the meaning given to it in the Partnership Agreement;

Stage 2 Development Land has the meaning given to it in the Partnership Agreement;

#### Statutory Supervisor means:

- (a) the statutory supervisor (as defined in the RVA) of the Retirement Village; and
- (b) the statutory supervisor appointed from time to time under the Scheme Documents;

Term is the period commencing on the Commencement Date and ending on the Expiry Date;

**Transferee Guarantor** means any party providing a guarantee pursuant to clause 26 and its successors from time to time; and

**Unit** means a residential unit, apartment or villa constructed on the Land for use as part of the Retirement Village.

- 1.2 Definitions in Partnership Agreement: Terms capitalised but not defined in this Lease have the meaning given to them in the Partnership Agreement.
- 1.3 Interpretation: In this Lease, unless the context requires otherwise:
  - (a) Words importing the singular number shall include the plural, the one gender shall include the other genders, persons shall include companies and vice versa.
  - (b) Subject to clause 1.3 below, any provision of this Lease to be performed by two or more persons shall bind those persons jointly and severally.
  - (c) The headings and marginal notations in this Lease have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of this Lease.
  - (d) Any references to a statute include references to regulations, orders or notices made under or pursuant to such statute or regulations made under the statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise and a statute or regulation passed in substitution for the statute or regulation referred to as incorporating any of the provisions.
  - (e) Any reference in this Lease to a "month" or "monthly" shall mean respectively calendar month and calendar monthly.
  - (f) Any reference to a deed, agreement or instrument includes that deed, agreement or instrument as amended, supplemented, novated or substituted from time to time.
  - (g) Where the Lessor's consent or approval is required pursuant to any provision of this Lease such consent or approval shall be required for each separate occasion despite any prior consent or approval obtained for a similar purpose on a prior occasion.

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#### 1.4 Several Liability:

- (a) The obligations of each Partner constituting the Lessee under this Lease are several by reference to their Partnership Interests (as defined in the Partnership Agreement).
- (b) The obligations of each Initial Guarantor under this Lease are several by reference to its indirect Partnership Interest (as defined in the Partnership Agreement), as provided for in clause 39.

#### 2. COMMENCEMENT AND WORKS

- 2.1 Subject to clause 2.4, the Term of this Lease shall commence on the Commencement Date and subject to the provisions of this Lease, shall expire at midnight on the Expiry Date.
- 2.2 In carrying out the Development on the Land, the Lessee shall:
  - comply with the requirements of the Agreed Design Documentation and the Partnership Agreement and the applicable provisions of the Development Interface Agreement (as it relates to that Development); and
  - (b) use all reasonably practicable endeavours to ensure as little inconvenience and disruption is caused to the Lessor and any, tenant's, licensees, occupiers or residents on the Land or any Adjoining Land and the Lessee shall use its reasonable endeavours to complete such works with all reasonable speed and at all times in accordance with the terms of the Development Interface Agreement, and in particular (but without limitation):
    - (i) all works shall be undertaken during the hours specified in the Consents;
    - (ii) completing such works in a proper and workmanlike manner;
    - (iii) completing such works in accordance with all necessary Consents and other requirements of all relevant Public Authorities and all applicable legislation, regulations bylaws.
- 2.3 If any part of the Lessee's proposed works relating to the Development affects any part of a building (whether inside or outside the Land) to which section 362A of the Building Act 2004 applies, the Lessee may only permit the use of such part of the building if a building consent has been granted for such works, and:
  - (a) a certificate for public use for the areas affected by the proposed work has been granted, and access is granted in compliance with the conditions relating to that certificate for public use; or
  - (b) a code compliance certificate has been issued for the works affecting such part of the building.
- 2.4 Notwithstanding anything contained in this Lease, the Lessor and the Lessee agree that from the Commencement Date of the Lease until 15 Business Days after Completion of the BLV Office Space:
  - (a) the Lessor shall:
    - (i) remain in possession of Awhina House and the Awhina House Site;
    - (ii) be entitled to all income and revenue derived from Awhina House and the Awhina House Site

- (iii) at all times maintain, repair and keep Awhina House together with all conveniences, amenities and appurtenances relating thereto in good and substantial repair, order and condition in all respects;
- (iv) insure Awhina House to full reinstatement value thereof with a reputable insurance company;
- (v) at all reasonable times permit the Lessees and others with written authority from the Lessee or the Lessee's agents at all reasonable times, to view Awhina House and the Awhina House Site:
- (vi) pay:
- (1) all rates (including any water rates and any other charges made for water usage or waste disposal, excess or advance rates), charges, assessments, duties, impositions, fees and other charges at any time or from time to time payable to any Public Authority; and
- (2) all other expenses and costs,

in each case, in respect of Awhina House or the Awhina House Site;

- (b) the Lessee shall have no right to access, use, occupy or commence works on the Awhina House Site, without the consent of the Lessor.
- 2.5 The Lessor will indemnify and hold harmless the Lessee from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessee shall or may be or become liable in respect of and arising from the Lessor's occupation of Awhina House and the Awhina House Site in accordance with clause 2.4.

### 3. RENT AND LAND PAYMENT

#### 3.1 Rent

On the Rent Payment Date, the Lessee must pay to the Lessor the Rent Amount without any deduction or set-off howsoever.

## 3.2 Land Payment

- (a) As consideration for the Lessor granting this Lease, the Lessee agrees to pay to the Lessor the Stage 1A Land Payment and the Stage 1B Land Payment on the terms set out in the Partnership Agreement.
- (b) The Lessee may prepay all or part of the Stage 1A Land Payment or the Stage 1B Land Payment, at any time without out penalty.

## 3.3 Land Payment Adjustment

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In the event that the Land subject to this Lease is less or greater than originally anticipated in the Business Plan, the parties agree that the Land Payment will be reduced or increased (as applicable):

- in an amount to be agreed between the Developer and the Lessor by applying what would be the applicable per square meter rate for the relevant land to the increased or decreased area;
- (b) if no agreement is reached pursuant to clause (a) above within 20 Business Days (or such later date as agreed between the Developer and the Lessor), in an amount to be determined by an Expert in accordance with clause 21 of the Development Interface Agreement,

provided that an adjustment for a decrease in the Land Payment will only be applicable where such decrease is identified in the Business Plan.

#### 4. GST

- 4.1 Subject to the Lessor providing the Lessee a valid tax invoice pursuant to the Goods and Services Tax Act 1985 in respect of any GST payable pursuant to this clause, the Lessee must pay to the Lessor all GST (if any) payable by the Lessor in respect of payments payable under this Lease by the Lessee. The GST in respect of the Rent Amount will be payable on the Rent Payment Date and in respect of any other payment will be payable upon three Business Days demand.
- 4.2 If the Lessee defaults in the payment of money payable under this Lease, and the Lessor becomes liable to pay additional GST, then the Lessee must pay any resulting additional tax to the Lessor upon three Business Days demand.

#### 5. OUTGOINGS

- 5.1 The Lessee will pay all rates (including any water rates and any other charges made for water usage or waste disposal, excess or advance rates), charges, assessments, duties, impositions, fees and other charges at any time or from time to time payable to any Public Authority in respect of the Land and/or any Improvements on the Land irrespective of the ownership thereof or paid or payable by the Lessor in consequence of the receipt of Rent Amount or other moneys pursuant to the Lease, or in consequence of the Lessor having any estate or interest in the Land or the Improvements (but excluding income tax or any tax on rental income or other tax assessed in respect of the Lessor's income or profits). Where applicable such costs shall be paid directly to the Public Authority or local utility provider but otherwise shall be payable to the Lessor upon demand.
- 5.2 The obligation of the Lessee to pay the outgoings and other payments under the Lease shall be to pay the GST inclusive cost thereof. If the Lessee shall make default in payment of the outgoings and other payments under the Lease and the Lessor becomes liable to pay additional GST, interest or any other additional amount, then the Lessee shall on demand pay to the Lessor the additional amount.
- 5.3 If the Lessor is liable to pay Land Tax relating to any part of the Term, then the Lessee will pay to the Lessor on demand such portion of such Land Tax.
- 5.4 The Lessee must punctually pay all charges in respect of all services, utilities and amenities supplied to, or used by, the Lessee on the Land. The Lessee will indemnify the Lessor against any liability in

respect of such charges. Without limiting the effect of the preceding sentence, the Lessee's obligations under this clause extend to the following services, utilities and amenities:

- (a) electricity;
- (b) water and wastewater;
- (c) gas;
- (d) telephone rents and charges;
- (e) line or system charges associated with the foregoing utilities;
- (f) rubbish collection charges; and
- (g) New Zealand Fire Service charges.

#### 6. EXCLUSION OF STATUTORY PROVISIONS

- 6.1 The covenants, conditions, agreements and restrictions implied in by section 217 to 220 (inclusive) and Schedule 3 of the Property Law Act 2007 will not be implied in this Lease and are expressly negatived except for the such covenants relating to derogation from grant and the Lessee's right to quiet enjoyment set out in paragraphs 8 and 9 of Part 2 of Schedule 3.
- 6.2 To the extent permitted by law the application to this Lease of any moratorium or other law, act or regulation having the effect of extending the term, reducing or postponing the payment of rent or other money payable under this Lease or cancelling, postponing or suspending any periodic rent review or otherwise affecting the operation of the terms of this Lease is expressly excluded and negatived.

#### 7. LIMITATION ON WAIVER

No waiver by the Lessor of any one breach of any covenant, obligation or provision contained or implied in this Lease shall operate as a waiver of other breach of the same or any other covenant, obligation or provision contained or implied in this Lease.

#### 8. RELATIONSHIPS OF PARTIES

As it relates to the Lessee and the Lessor, nothing in this Lease shall be deemed or construed as creating the relationship of partnership or of principal or agent or of joint venture between the parties it being understood and agreed that none of the provisions in this Lease nor any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of lessor and lessee on the terms contained in this Lease.

#### 9. SEVERABILITY

If any term, covenant or condition contained in this Lease shall be or become invalid or unenforceable the remaining terms, conditions and covenants shall not be affected.

#### 10. NON-MERGER

Subject to clause 20, the covenants, conditions, agreements and obligations of the parties contained in this Lease shall not merge with or be extinguished by the grant of any further or other Lease but shall remain in full force and effect.

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#### 11. SERVICE OF NOTICES

- 11.1 Any notice or other document required to be given, delivered or served pursuant to this Lease shall be in writing and delivered or transmitted as follows:
  - (a) in any manner mentioned in Part 7 of the Property Law Act 2007; or
  - (b) by registered post addressed to the registered office or principal place of business of the party intended to be served.
- 11.2 Any notice or other document shall be deemed to have been given or served and received by the other party:
  - (a) when delivered by hand; or
  - (b) five days after being posted by registered mail with postage prepaid.
- 11.3 Any notice or document required to be served or given by the Lessor to the Lessee may be signed on behalf of the Lessor by any attorney, officer, employee, servant, agent or solicitor of the Lessor or any other person authorised by the Lessor from time to time.

#### 12. DISPUTE RESOLUTION

- 12.1 If any dispute, difference or question (dispute) arises between the parties about:
  - (a) the interpretation of this Lease;
  - (b) anything contained in or arising out of this Lease; or
  - (c) anything else relating to the relationship of the Lessor and the Lessee under this Lease, then, either party may request in writing that the respective Chief Executive Officers (or equivalent) of the parties enter into direct negotiations to resolve the dispute (**CEO Negotiations**).
- 12.2 If the CEO Negotiations do not commence, or fail to resolve the dispute, within 30 Business Days of the date that a request under clause 12.1 is made, then the parties will immediately be deemed to have submitted the dispute to mediation by a single independent mediator. The parties will agree on a suitably qualified mediator or (if they are unable to agree within 10 Business Days after the submission to mediation) the President for the time being of the New Zealand Law Society (or his or her nominee) will nominate the mediator on either party's application. In the event of any submission to mediation:
  - (a) the mediator will not be acting as an expert or as an arbitrator;
  - (b) the mediator will determine the venue, procedure and timetable for the mediation; and
  - (c) unless the parties agree otherwise, the mediator's fee and any other costs of the mediation itself (such as venue hire or refreshments) will be shared equally between the parties, but the parties will each pay their own costs of preparing for and participating in the mediation (such as for travel and legal representation)..
- 12.3 If the parties fail to resolve the dispute at mediation or if a party fails or refuses to attend the mediation, then either party may refer the dispute to arbitration before a sole arbitrator under the Arbitration Act 1996 (Act).

- 12.4 The arbitration will be commenced by one party notifying the other party in writing of its requirement that a dispute or disputes be referred to arbitration and by nominating a sole arbitrator.
- 12.5 If the other party does not accept the arbitrator nominated by the first party and both parties are unable to agree on a single arbitrator within 10 Business Days of the service of the notice under clause 12.4 requiring arbitration (excluding the date of service), either party may request the President for the time being of the New Zealand Law Society to nominate a sole arbitrator.
- 12.6 If any arbitrator fails to act in pursuance of the arbitration, either party may request the aforesaid President of the New Zealand Law Society to nominate within 10 Business Days a replacement for that arbitrator who shall act in place of the defaulting arbitrator.
- 12.7 The arbitrator shall give reasons for his or her award and those reasons shall form part of the award.
- 12.8 Either party may appeal to the High Court on any question of law arising out of an award.
- 12.9 The provisions of the First and Second Schedules to the Act apply except as otherwise varied in the above clauses.
- 12.10 Nothing in clause 12 shall prevent either party from applying to the High Court for urgent equitable relief in respect of any matter under this Lease.

#### 13. ENTIRE AGREEMENT

This Lease and the Development Interface Agreement constitutes the entire agreement between the parties in relation to this Lease and supersedes and extinguishes all prior agreements and understandings and all representations or warranties previously given.

## 14. NEGATIVE OBLIGATIONS

Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.

## 15. DEVELOPMENT OF THE LAND

- 15.1 The Lessee shall be entitled and required to erect from time to time on the Land any Improvements comprising the Retirement Village and Ancillary Business and to undertake all associated site works, in accordance with the Partnership Agreement, the Development Interface Agreement and the Agreed Design Documentation.
- 15.2 Subject to clause 15.1 above, following Completion of Stage 1] Development, the Lessee shall not construct any new, or replace any, Improvements, structures, buildings or erections or carry out any structural alterations or additions to any Improvements existing on the Land (other than structural alterations, additions or repairs of a minor nature) from time to time or alter the external appearance of any Improvements on the Land (Future Works) without the prior written consent of the Lessor (such consent not to be unreasonably withheld or delayed provided than any such Future Works are of a quality consistent with those Improvements to be altered or added to).
- 15.3 The Lessee's Improvements pursuant to clause 15.2 shall be erected in accordance with the Consents and the Agreed Design Documentation. Following the completion of any Future Works (as approved in accordance with 15.2 above), the Lessee will provide the Lessor with a complete set of

- "as built" drawings accurately showing full details of the Improvements as erected, altered, added to or partitioned together with a copy of any code compliance certificate(s) (if required).
- 15.4 Prior to undertaking any Future Works the Lessee shall first submit developed plans and specifications to the Lessor for approval (acting reasonably and without undue delay).
- 15.5 The cost of all such Future Works, and the services, utilities or amenities contained in the Improvements shall be at the expense of the Lessee, together with all architects' and consultants' fees and other fees or expenses incurred (unless agreed otherwise).
- 15.6 The Lessee when undertaking any Future Works shall comply with the provisions of all laws in any way relating to or affecting such Future Works, alterations and additions to any Improvements at its sole cost (unless agreed otherwise).
- 15.7 All work carried out by the Lessee under this Lease shall be carried out:
  - by suitably qualified persons in a timely and proper and professional manner and with minimal disturbance to other lessees, licenses or occupants of Adjoining Land;
  - (b) where applicable in accordance with the Agreed Design Documentation or any other plans and specifications approved by the Lessor pursuant to clause 15.3;
  - (c) in accordance with all statutory and regulatory requirements applicable to the work and in accordance with any consents, permits and approvals (which the Lessee must obtain at its cost).
- 15.8 The Lessee will not use the Land for any purpose other than the Permitted Use. If any use of the Land within the scope of the Permitted Use requires compliance with or constitutes a change of use for the purposes of the Building Act 2004, the Lessee shall comply with the Building Act 2004 and pay all compliance costs whether or not they relate to the Improvements or the Land.
- 15.9 The Lessee will not bring dangerous goods or appliances into the Land and will not use or permit the use of any chemicals or inflammable substances in the Land other than in compliance with any applicable consent or law.

#### 16. NO WARRANTY AS TO USE

The Lessor does not warrant or give any other assurances or make any statement that the Land is or will remain suitable or adequate for any purpose and all warranties, guarantees and other assurances or statements as to suitability and adequacy expressed or implied by law are expressly negatived. Should any purpose which the Lessee may wish to use the Land for be permissible only with the consent of any Public Authority pursuant to any law or order of court the Lessee shall obtain that consent before the Land is used for that purpose at its cost and expense.

#### 17. OFFENSIVE ACTS

The Lessee will not at any time do, exercise or carry on or permit or suffer any other person or persons to do, exercise or carry out any noxious, harmful or offensive act, trade, business, occupation or calling or any act or matter which may be or become or cause annoyance, nuisance, grievance, damage or disturbance to the occupiers or owners of any Adjoining Land or to the Lessor and shall at all times operate the Retirement Village and any Ancillary Business on the Land in accordance with the Partnership Agreement.

#### 18. COMPLIANCE WITH LAW

- 18.1 The Lessee will at all times observe and comply with all laws affecting or relating to the use, occupation or operation of the Land (including the Retirement Village and Ancillary Business) and with all requirements which may be given by any Public Authority and in particular, but without limitation to the foregoing, the Lessee covenants with the Lessor that the Lessee will not do or omit to do anything on or about the Land nor use or permit or suffer to be used any materials, substances or processes which:
  - (a) would or could discharge a contaminant into the environment or contaminate the Land in breach of section 15 of the Resource Management Act 1991, cause the emission of noise to exceed a reasonable level in breach of section 16 of the Resource Management Act 1991, or cause any adverse effect on the environment not otherwise authorised by a resource consent, plan rule or regulation under the Resource Management Act 1991;
  - (b) is a breach of any duty or obligation of the Lessee under the Resource Management Act 1991,the Financial Markets Conduct Act 2013, the RVA or the Building Act 2004;
  - (c) does or is likely to give rise to the issue of an abatement notice, enforcement proceedings or an excessive noise direction under the Resource Management Act 1991 or the Building Act 2004, against the Lessor or the Lessee;
  - (d) is a breach of any duty or obligation of the Lessee under the Health and Safety at Work Act 2015:
  - does or is likely to give rise to the issue of an improvement or prohibition notice, enforcement proceedings or a prosecution under the Health and Safety at Work Act 2015 and/or the Building Act 2004 against the Lessor,

and the Lessee will keep the Lessor indemnified in respect of any non-compliance therewith by the Lessee.

- 18.2 The Lessee will not apply for or otherwise obtain any exemption under the RVA in relation to the Retirement Village without the prior written approval of the Lessor.
- 18.3 The Lessee will provide to the Lessor a copy of any notice or other communication under the RVA (including the Scheme Documents and any annual return and annual financial statements, together with any related auditors report or certificate) to or from the Statutory Supervisor, the Retirement Commissioner or the Registrar of Retirement Villages in relation to the Retirement Village, any Unit or any Occupation Licence. The Lessor agrees that any delivery of a notice or other communication as contemplated by this clause to the Foundation Representative will be deemed delivery to the Lessor.
- 18.4 The Lessee will upon reasonable notice first having been given and on no more than three occasions in any one year make available to the Lessor (or its advisors) during normal business hours all financial and other records relating to the Retirement Village for the purpose of enabling the Lessor to assess the Lessee's compliance with its obligations under this Lease.

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#### 19. NO SUBDIVISION OF THE LAND AND COMPLIANCE WITH FIRE REQUIREMENTS

- 19.1 The Lessee shall not be entitled to subdivide the Land at any time following the Commencement Date nor shall it undertake any unit title subdivision of its interest in the Land without the consent of the Lessor, not to be unreasonably withheld if such subdivision is in relation to the Permitted Use.
- 19.2 The Lessee will at all times and in all respects comply with the requirements of any Public Authority and with the requirements of any relevant statute, regulation, by-law or notice issued by any Public Authority relating to fires.

#### 20. PARTIES TO CONSOLIDATE STAGE 1 LEASE AND STAGE 2 LEASE

- 20.1 The parties acknowledge and agree that they are also (or will be) party to a lease (on substantially the same terms) of the Stage 2 Development Land
- 20.2 Promptly following Completion of Stage 2 Development, the parties shall do all acts, matters and things, and obtain all consents, approvals and give all necessary instructions to third parties in order that this Lease and the lease of the Stage 2 Development Land are contemporaneously surrendered and a new lease for both the Stage 1 Development Land and the Stage 2 Development Land is entered into and registered by the Lessor (New Lease). The terms of the New Lease shall comprise the same terms and conditions of this Lease (with any necessary modification to reflect it is a lease of both the Stage 1 Development Land and the Stage 2 Development Land) except that:
  - the land to be leased shall comprise the Stage 1 Development Land and the Stage 2 Development Land;
  - (b) this clause 20 shall be deleted;
  - (c) clauses 2.2 and 2.3 shall be deleted;
  - (d) clause 35.1(g) shall be deleted; and
  - (e) the term of the New Lease shall be a period which equals 105 years less the period between the Commencement Date of this Lease and the date of Completion of Stage 2 Development and the New Lease shall be amended accordingly.

#### 21. RIGHT TO INSPECT

- 21.1 The Lessee shall permit the Lessor and its agents, servants or contractors at any time or times during the Term after having given reasonable prior notice (except in case of emergency) to enter upon the Land to view the condition thereof AND the following provisions shall apply:
  - (a) The Lessor may give notice in writing to the Lessee specifying any defects and breaches of covenant under this Agreement for which the Lessee may be liable;
  - (b) Subject to clause 21.2 below, the Lessee shall within such reasonable time as shall be specified in such notice make good such defects and breaches of covenant for which the Lessee is liable hereunder; and
  - (c) If the Lessee shall fail to comply with such notice within the time (having regard to the nature of and/or effect of the breach) specified the Lessor may, at its option and without prejudice to any other rights, powers or remedies, take such steps expend such moneys and do such other

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acts and things as the Lessor shall consider necessary to make good such failure. Any monies expended by the Lessor in so doing, together with interest thereon at the rate specified in clause 35.2 computed from the time or respective times of such moneys being actually expended by the Lessor until actual payment thereof by the Lessoe to the Lessor, shall be payable on demand by the Lessee to the Lessor and the Lessor may recover such amount as if the same were rent in arrears payable by the Lessee.

21.2 If the Lessee disputes any defect or breach, or the timing under any notices issued under paragraph (b) above, the Lessee may refer the matter to dispute resolution in accordance with clause 12.

#### 22. SIGNS

- 22.1 The Lessee will not apply to or paint or in any way place or erect on the Land or the Retirement Village or Ancillary Business any sign, name plate, signboard, advertisement, or placard nor permit or suffer the same to be done except:
  - (a) in accordance with the Agreed Design Documentation; or
  - (b) with the written consent of the Lessor first had and obtained for that purpose on every occasion but such approval shall not be unreasonably or arbitrarily withheld in respect of signage describing the Lessee's business or any Ancillary Business which is in keeping with the architectural integrity of the Improvements (and which is in compliance with clause 22.2),

and, in each case, except to the entire satisfaction of the relevant Public Authority.

- 22.2 The Lessee covenants that the name "Foundation" shall be incorporated into any name given to the Retirement Village from time to time and shall feature prominently in all signage, correspondence and marketing for the Retirement Village. Notwithstanding the foregoing it is acknowledged that:
  - (a) the Lessor is the owner of all naming and advertising rights in respect of the "Foundation" name and the Lessee shall not bring such name into disrepute or use such name in a manner which is disrespectful or repugnant; and
  - (b) the Lessee is the owner of all naming and advertising rights in respect of the "Foundation Village" name.

#### 23. COMPLIANCE WITH FREEHOLD COVENANTS

The Lessee will observe and comply with all the covenants, interests, easements and encumbrances affecting the Land (without limitation) and the terms and covenants and conditions of any easement of any kind affecting the Land and shall indemnify the Lessor against any breach of them.

## 24. NO FENCING LIABILITY ON LESSOR

The Lessor shall not be liable nor be called upon to erect or repair or contribute towards the cost of erection or repair of any boundary fence between the Land and any Adjoining Land now or at any time owned by the Lessor.

#### 25. REMOVAL OF EARTH ETC

The Lessee shall not sell or dispose of any earth, clay, gravel, shingle, or sand from the Land nor shall any of the same be removed from the Land except so far as shall be necessary for the execution of improvement works on the Land or the erection of the Improvements thereon.

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#### 26. ASSIGNMENT/SUB-LETTING

26.1 Subject to clause 26.2, clause 26.3 and clause 43 below, the Lessee (or any entity comprising the Lessee) (the Proposed Transferor) may sublet, assign, transferor part with the possession of the Land or any part thereof or any estate or interest to any person (the Proposed Transferee) provided that:

- (a) any proposed assignment or transfer under this Lease occurs contemporaneously with an
  assignment or transfer of the Proposed Transferor's relevant "Partnership Interest" (if any)
  under the Partnership Agreement; and
- (b) the Lessor has provided its prior written consent (acting reasonably) and as a condition precedent to the giving of such consent the Lessor shall be entitled to performance and satisfaction of certain conditions including (without limitation) the following conditions:
  - (i) the Proposed Transferor shall demonstrate to the satisfaction of the Lessor that the Proposed Transferee is responsible and of sound financial standing and intending to use the Land for the use specified in the Lease and has the requisite experience and acumen to use the Land for the Permitted Use in the Lease;
  - (ii) all rent and other money payable by the Lessee to the Lessor up to the date of proposed subletting or assignment has been paid;
  - (iii) there is not any existing unremedied breach of any of the terms of the Lease;
  - (iv) the Proposed Transferor shall procure:
    - (1) the execution by the Proposed Transferee of a covenant with the Lessor that the sub-lessee or assignee will at all times during the continuance of the Term observe and perform all the covenants conditions and agreements contained in the Lease or implied on the part of the Proposed Transferor to be observed and performed; and
    - (2) if requested by the Lessor, the execution by a Transferee Guarantor approved by the Lessor of a guarantee of the obligations of the Proposed Transferee under this Lease, on terms and conditions acceptable to the Lessor; and
    - (3) if requested by the Lessor, the provision of any other credit support from the Proposed Transferee or Transferee Guarantor, as reasonably requested by the Lessor,
  - (v) all costs incurred by the Lessor (whether or not the Proposed Transferee proceeds to completion) have been paid by the Proposed Transferor or Proposed Transferee; and

#### 26.2 Notwithstanding clause 26.1:

- (a) the Lessor acknowledges and consents to:
  - the Lessee granting security over all of its assets and undertakings, including the Lease and the Improvements to the Bank from time to time (including, in connection with any subsequent financing or refinancing); and

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- the Lessee granting a mortgage, encumbrance and/or other security interest to a Statutory Supervisor for the purposes of the RVA;
- (b) the Lessor grants the Bank the rights set out in clauses 40 to 43 below;
- (c) the Lessee acknowledges that, pursuant to the terms of the Development Interface Agreement, the Lessee will grant a mortgage over this Lease in favour of the Lessor in relation to the Land Payment (as defined in the Development Interface Agreement), subject to any priority requirements of the Bank or the Statutory Supervisor; and
- (d) the Lessor agrees to enter into any priority documentation or tripartite documents, as reasonably required by the Bank or the Statutory Supervisor from time to time.

#### 26.3 For the avoidance of doubt:

- (a) an Occupation Right Agreement shall not be an assignment or sublease for the purposes of this clause 26; and
- (b) the subletting or tenanting of the Commercial Retail Units or the Commercial Office Space in the ordinary course of the Ancillary Business shall not be an assignment or sublease for the purposes of this Clause 26 provided that any proposed tenant or subtenant is respectable, solvent and not repugnant or offensive to the reputation of the Retirement Village and/or the Ancillary Business.
- 26.4 Where all of the obligations of the Lessee (or a Partner comprising the Lessee) (each, a **Retiring Lessee**) have been transferred to a Proposed Transferee pursuant to clause 26.1, the Retiring Lessee and its Guarantor (if any) shall be released from all obligations under this Lease, other than those obligations that accrued and remain outstanding prior to the date of the assignment or transfer to the Proposed Transferee.

#### 27. CHANGE OF SHAREHOLDING

For the purposes of clause 26:

- (a) the entry into any management agreement (or similar arrangement) for all or part of the Retirement Village (as currently provided for in the Partnership Agreement) that is not otherwise approved by the Board of the Lessee (including approval from the Foundation Representative); or
- (b) if a change in the shareholding of the Lessee altering the effective control of the Lessee or its holding companies or resulting in any person (together with every associated person of that person) other than a Partner (as that term is defined in the Partnership Agreement) holding 25% or more of the interest in the Lessee.

shall be deemed a proposed assignment of the Lease and will require the consent of the Lessor (acting reasonably).

## 28. PROPERTY LAW ACT 2007

Any assignment or undertaking of the interest of the Lessee within the meaning of section 227 of the Property Law Act 2007 shall be deemed to be a breach of the provisions of clause 26.

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#### 29. APPLICATION TO SUB-LEASES

Where the Lessor consents to a sub-lease such consent shall extend only to such sub-lease and shall not be considered or construed to permit any subsequent transfer, assignment or other dealing with such sub-lease without the consent of the Lessor.

#### 30. OCCUPATION LICENCES AND LEASE END

- 30.1 It is acknowledged that in carrying out the business of a Retirement Village, the Retirement Village Operator will be entering into Occupation Right Agreements with the residents of the Retirement Village under the Scheme Documents and Retirement Villages Act 2003.
- **30.2** The Lessor consents to the grant of such Occupation Right Agreement in respect of the Retirement Village.
- 30.3 Subject to any renewal being agreed pursuant to clause 36, upon the expiry of this Lease or earlier termination:
  - (a) the Improvements shall become the property of, and shall vest in absolutely, the Lessor for nil consideration;
  - (b) the Occupation Right Agreements will continue with the Lessor (or the Lessor's nominee) assuming the obligations of the Lessee to the residents of the Retirement Village and deriving the benefits arising to the Lessee arising under or out of the Occupation Right Agreements;
  - the Lessor (or the Lessor's nominee) will assume the obligations of the Lessee arising under or out of the Scheme Documents;
  - (d) the Lessor (or the Lessor's nominee) will execute such documents as the Statutory Supervisor may consider necessary in order to give effect to the foregoing and to ensure the continuation of the Retirement Village;
  - (e) the Lessor will enter a deed of covenant with any Statutory Supervisor for the benefit for the licensees under the Occupation Right Agreements from time to time of the Retirement Village whereby the Lessor covenants to observe and perform the terms of clause 30.3(a) (d).

## 31. LESSEE'S MAINTENANCE/REPAIR OBLIGATIONS

- 31.1 The Lessee will at all times maintain, repair, redecorate and keep the Improvements together with all conveniences, amenities and appurtenances relating thereto in good and substantial repair, order and condition in all respects and as nearly as possible in the same condition as at the Completion of Stage 1 Development or the time of erection or installation or redevelopment, whichever is the later (fair wear and tear excepted).
- 31.2 The Lessee will at all times during the continuance of the Term keep the Land clean and free from gorse, brier, broom and noxious weeds and all hazardous substances and materials which may damage the Land or cause or threaten to cause a hazard to the Land or to the health or safety of persons on or about the Land. The Lessee will at all times maintain in a good and useable condition all drains, ditches, water, gas, electricity, telephones, pipes and conduits and all other utilities on or servicing the Land.
- 31.3 The Lessor reserves the right to:

- (a) maintain all existing drains and ditches on the Land provided that the Lessee remains liable to maintain the drains and ditches as provided in clause 31.2; and
- (b) (following consultation with the Lessee) erect, construct and maintain telecommunications, computer media and/or electric power lines on the Land together with any necessary supports and the Lessee shall make no claim against the Lessor on account of any such works.
- 31.4 The Lessee will, at the Lessee's expense, regularly on the usual days cause all rubbish and garbage to be removed from the Land. The Lessee will arrange for the immediate removal of any and all waste, cartons, boxes, produce, containers and other rubbish or garbage not removable in the ordinary course by the local authority, and will keep any rubbish bins or containers in a tidy condition.
- 31.5 The Lessee will at all times at its expense comply with all statutes, ordinances, regulations, by-laws, or other lawful requirements affecting or relating to the Land and Improvements or the use or occupation of the Land and Improvements and will also comply with the provisions of all licences, requisitions, notices, or orders made or given by any competent authority in respect of the Land and Improvements or the use and occupation of the Land and Improvements, and will keep the Lessor indemnified in respect of any non-compliance.
- 31.6 The Lessee will not remove from the Land any buildings, erections or other Improvements within the last 10 years of the Term without the written consent of the Lessor (acting reasonably and without undue delay).

#### 32. INSURANCE/DAMAGE OR DESTRUCTION

- 32.1 The Lessee will, provided such insurance is available on reasonable commercial terms, insure the Improvements and keep the same insured to the full reinstatement value thereof with an insurance company approved by the Lessor, such insurance to include without limitation, insurance against destruction or damage by fire, earthquake and fire consequent upon earthquake, war, flood, lightning, storm and tempest, water damage electric fusion, boiler explosion and machinery breakdown and such other risks as the Lessor may deem necessary or desirable (including consequential loss and loss of rents insurance).
- 32.2 The Lessee shall, provided such insurance is available on reasonable commercial terms, keep current at all times during the continuance of the Lease a policy of public risk insurance applicable to the Land and the Retirement Village and the Ancillary Business (unless, in relation to the Ancillary Business, such insurance is maintained by the relevant tenants of the Ancillary Business) and the use thereof for an amount not less than \$10,000,000.00 (being the amount which may be paid out arising out of any one single accident or event) or such higher amount as the Lessor may from time to time reasonably require, noting therein the interest of the Lessor and, where required, the Lessee's mortgagee(s).
- 32.3 The Lessee shall provide the Lessor with a copy of all insurance policies effected pursuant to clause 32 together with confirmation of payment of premiums as the Lessor may from time to time reasonably require. The Lessee will not do anything or allow anything to be done which may render any policy of insurance effected in accordance with clause 32 void or liable to be avoided.
- 32.4 In the event of the Improvements being destroyed or damaged then provided:

- the Lessee is not prevented by any act, ordinance, regulation or by-law then in force from so doing;
- (b) the Lessee is able to obtain all planning permission, permits and consents necessary to execute such repairs or reinstatement of the Improvements;
- (c) the Lease is not frustrated or the repairs or reinstatement or Improvements prevented for any other reason beyond the control of the Lessee,

the Lessee shall with all convenient speed, repair and reinstate the Improvements substantially in accordance with Agreed Design Documentation (or such other plans and specifications approved by the Lessor).

- 32.5 The obligations of the Lessee pursuant to clause 32.4 shall not be limited to the insurance moneys available or recoverable. To the extent that the same shall be insufficient the Lessee shall be obliged to carry out such repairs or reinstatement from the Lessee's own money.
- 32.6 In the event that the Lessee is prevented from repairing or reinstating having regard to the provisions of clause 33.4 then the Lessee shall forthwith demolish the Improvements and clear the Land of all improvements, structures, rubbish and debris to the entire satisfaction of the Lessor (to be certified in writing).
- 32.7 In the event of any destruction or damage to the Land, the Improvements or any other chattels or fixtures whatsoever in or on the Land the Lessee or any one claiming under the Lessee shall not be entitled to any compensation or payment whatsoever from the Lessor.
- 32.8 The Lessee agrees to occupy and use the Land (including all Improvements) at the Lessee's risk and releases the Lessor from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to the Lessee or any other person or any property in or about the Land and all Improvements.
- 32.9 The Lessor and Lessee agree that, if insurance is not available on reasonable commercial terms as required pursuant to this clause 32, then the Lessor and Lessee will enter into CEO Negotiations in accordance with clause 12 with a view to agreeing terms on which the Lessee can reasonably insure the Improvements. If the CEO Negotiations do not commence, or fail to resolve the issue relating to the availability of insurance, within 30 Business Days, the parties will immediately be deemed to have submitted the dispute to mediation by a single independent mediator in accordance with clause 12.

#### 33. INDEMNITY BY LESSEE

The Lessee will indemnify and hold harmless the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor shall or may be or become liable in respect of and arising from:

- negligent use, waste or abuse by the Lessee of any water, gas, electricity, oil, lighting or other service, utilities and facilities in or about the Land;
- (b) loss, damage or injury from any cause whatsoever to property or persons caused or contributed to by the use of the Land by the Lessee;

- (c) loss, damage or injury from any cause whatsoever to property or persons occasioned or contributed to by any act, omission, neglect, breach or default on the part of the Lessee of its obligations contained in this Lease;
- (d) any breach of the provisions of the Resource Management Act 1991, Building Act 2004, RVA or any other statute, ordinances, regulations, by-laws or other enactments in respect of the Land, the Retirement Village or any Unit or any land adjoining or related to the Land; or
- (e) any failure by the Lessee to comply with the terms of the Lease.

#### 34. DETERMINATIONS/RESERVATIONS

- 34.1 The Lessee will forthwith upon the expiration of the Term or sooner determination of the Lease peaceably surrender and yield up unto the Lessor the Land, and the Improvements together with all conveniences, amenities and appurtenances relating thereto clean and free from rubbish and in good and substantial repair order and condition in every case.
- 34.2 Upon vacating the Land and the Improvements on expiry of the Term or early termination of the Lease:
  - (a) at the request of the Lessor the Lessee will at the Lessee's expense remove any signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon to or within the Land and the Improvements by or on behalf of the Lessee and make good any damage or disfigurement caused by reason of such erection, painting, displaying, affixing, exhibiting or removal thereof;
  - (b) the Lessee shall transfer or assign (for nil consideration) to the Lessor (or the Lessor's nominee) all intellectual property rights in the Retirement Village and the business operated on the Land together with all documents, materials, supply arrangements, benefits and any other right or interest held by the Lessee in the business operated on the Land to the end and intent that the business of the Retirement Village is transferred to the Lessor (or the Lessor's nominee) as a going concern at no cost to the Lessor and is capable of being operated by the Lessor (or the Lessor's nominee) following the expiry or earlier determination of this Lease. The Lessee will do all acts, matters and things necessary, and shall act in good faith, to ensure the orderly transition of the business operated on the Land to the Lessor (or the Lessor's nominee).

#### 35. DEFAULT BY LESSEE

- 35.1 If at any time during the Term:
  - (a) any rent or other moneys payable by the Lessee are in arrears for a period of 30 Business
     Days after the same shall have become due; or
  - (b) the Lessee commits, permits or suffers to occur any material breach or default in the due and punctual observance and performance of any of the material covenants conditions agreements and restrictions of the Lease and such default is continued unremedied for thirty (30) Business Days (or longer as may be appropriate in the circumstances) from the date of the Lessee becoming aware of such breach or default or in the case of repairs required to be effected by the Lessee such repairs are not completed within a reasonable time; or

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- (c) insurance in accordance with clause 32 is not available and as a consequence, the Retirement Village ceases to be registered under the RVA or the Registrar of Retirement Villages suspends or cancels such registration or issues notice of an intention to suspend or cancel such registration and the Retirement Village is not reregistered within three months;
- (d) the Retirement Village ceases to be registered under the RVA or the Registrar of Retirement Villages suspends or cancels such registration or issues notice of an intention to suspend or cancel such registration and the Retirement Village is not reregistered within three months; or
- (e) subject to clause 35.2:
  - (i) the Lessee not being a company or corporate body:
    - (1) a creditor's petition in bankruptcy is presented against the Lessee; or
    - (2) the Lessee presents a petition in bankruptcy against himself; or
    - (3) there happens any event referred to in section 19 of the Insolvency Act 1967, which the happening or failure to happen of any subsequent event therein referred to would result in the commission by the Lessee of any act of bankruptcy; or
    - (4) any document the execution of which by the Lessee would result in the commission by the Lessee of any act of bankruptcy or any deed of assignment or deed of arrangement is prepared by or for or presented to the Lessee for execution by the Lessee; or
  - (ii) an Insolvency Event occurs in relation to the Lessee, a Partner or one of the Guarantors and is continuing.
- (f) the Partnership Agreement is terminated pursuant to clause 17.2(a) of the Partnership Agreement; or
- (g) the Development Interface Agreement, as it relates to the Land and this Lease, is terminated in accordance with its terms prior to the Completion of Stage 1 Development,

then notwithstanding any prior waiver or failure to take action by the Lessor or any indulgence granted by the Lessor to the Lessee in respect of any such matter or default whether past or continuing it shall be lawful for the Lessor or any person duly authorised by the Lessor to re-enter upon the Land or any part thereof in the name of the whole and thereby determine the estate of the Lessee without thereby releasing the Lessee from any liability in respect of the breach or non-observance of any covenants, conditions, agreements and restrictions of the Lease and without prejudice to any action or other remedy which the Lessor has or might or otherwise could have for arrears of rent or breach of covenant or for damage as a result of any such event.

35.2 A default pursuant to clause 35.1(e) above will only occur if the corresponding "Event of Default" under the Partnership Agreement is not cured or remedied pursuant to the Partnership Agreement (including as a result of any transfer or assumption of a Partnership Interest pursuant to clause 15 of the Partnership Agreement) within 180 days of the Event of Default occurring.

- 35.3 Without prejudice to the other rights, powers and remedies of the Lessor contained in this Lease if any rent or other money owing by the Lessee to the Lessor or any other party on any account whatsoever pursuant to the Lease shall be in arrears and unpaid (whether any formal or legal demand therefore shall have been made or not) that money shall bear interest calculated on a daily basis compounded monthly from such due date until the date of payment in full of such money at the rate of interest being 4% above the highest overdraft interest rate charged by the Lessor's banker as at the due date of payment and shall be recoverable as rent in arrears.
- 35.4 Without prejudice to the other rights powers and remedies of the Lessor the Lessor may elect to remedy at any time without notice any default by the Lessee under this Lease and whenever the Lessor so elects all costs and expenses incurred by the Lessor (including legal costs and expenses) in remedying such default shall be paid by the Lessee to the Lessor forthwith on demand.
- 35.5 Following a default under this Lease and while such default is continuing, the Lessee irrevocably appoints the Lessor to be the true and lawful attorney of the Lessee to act at any time after the power to re-enter herein contained shall have become exercisable or shall have been exercised (a sufficient proof whereof shall be the statutory declaration of the Lessor) to execute and sign a transfer or a surrender of the Lease and to procure the same to be registered if necessary and for this purpose to use the name of the Lessee and generally to do execute and perform any act deed matter or thing relative to the Land as fully and effectually as the Lessee could do in and about the Land and confirm all and whatsoever the said attorney shall lawfully do or cause to be done in and about the Land.
- 35.6 Failure to pay rent or other moneys payable on the due date shall be a breach going to the essence of the Lessee's obligations under the Lease. The Lessee shall compensate the Lessor and the Lessor shall be entitled to recover damages from the Lessee for such breach. Such entitlement shall subsist notwithstanding any determination of the Lease and shall be in addition to any other right or remedy which the Lessor may have.
- 35.7 The acceptance by the Lessor of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Lessee's continuing obligation to pay rent and other moneys.
- 35.8 The Lessee shall compensate the Lessor and the Lessor shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Lessee constituting a repudiation of the Lease or the Lessee's obligations under the Lease. Such entitlement shall subsist notwithstanding any determination of the Lease and shall be in addition to any other right or remedy which the Lessor may have.
- 35.9 In addition to the rent and other moneys reserved by the Lease the Lessee shall pay:
  - (a) the costs (including the Lessor's legal costs) of any extension or variation of this Lease (including all stamp duty and registration costs at any time payable); and
  - (b) all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.
- 35.10 Any notice to be given to the Lessee under this clause 35 shall also be given to the Statutory Supervisor.

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#### 36. GOOD FAITH NEGOTIATION TO REGRANT

The parties agree that at or about the 75<sup>th</sup> anniversary of the Commencement Date of the Lease they will negotiate in good faith (for a maximum period of 24 months) to endeavour to agree a renewal of the Lease on similar terms as this Lease for the purposes of the Lessee continuing to operate the Retirement Village and the Ancillary Business. Notwithstanding this clause 36, nothing in this clause shall be construed to impose or imply an obligation on the Lessor or the Lessee to reach agreement in relation to any renewal of the Lease nor enter into any binding arrangements as a result. Further, this clause shall not limit or negate any of the Lessor's rights contained in clauses 31 and 35.

#### 37. RMA SUPPORT

#### 37.1 The Lessee agrees that:

- (a) it will provide written support for any application(s) by the Lessor for consent(s) under the Resource Management Act 1991 (RMA) for a Lessor Development; and
- (b) it will take no action under the RMA or any other legislation or regulations to oppose or otherwise hinder any Lessor Development and nor will the Lessee procure any such action by any third party (including any local authority or governmental body). Without limiting the generality of the foregoing the Lessee will not:
  - (i) request or procure any plan change or variation in respect of the Land; or
  - (ii) lodge any submission or any further submission on any district or regional plan which may affect the Lessor's Development,

in each case, subject to the Lessor Development not adversely affecting the Improvements, the Retirement Village or the Ancillary Business, in the reasonable opinion of the Lessee.

## 37.2 The Lessor agrees that:

- it will provide written support for any application(s) by the Lessee for consent(s) under the RMA for the Development; and
- (b) it will take no action under the RMA or any other legislation or regulations to oppose or otherwise hinder the Development and nor will the Lessor procure any such action by any third party (including any local authority or governmental body). Without limiting the generality of the foregoing the Lessor will not:
  - (i) request or procure any plan change or variation in respect of the Land, other than in accordance with the Agreed Design Documentation; or
  - (ii) lodge any submission or any further submission on any district or regional plan which may affect the Development.

#### 38. GENERAL

38.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of the Term, such occupation shall be a monthly tenancy only terminable by three months' written notice at a market rent to be agreed between the parties (acting reasonably) and otherwise on the same covenants and agreements (so far as applicable to a monthly tenancy) as expressed or implied in the Lease.

38.2 The Lessee will at all reasonable times during the period of 12 months immediately preceding the expiration of the Term permit intending lessees and others with written authority from the Lessor or the Lessor's agents at all reasonable times, to view the Land including all Improvements.

#### 39. GUARANTEE

- 39.1 The Transferee Guarantor covenants with the Lessor as set out in Schedule 1.
- 39.2 The Lessor acknowledges that, notwithstanding clause 39.3 below or any other provision in this Lease, each Initial Guarantors liability for the obligations of the Lessee in favour of the Lessor shall be several (not joint and several) and limited in liability to an amount not exceeding the following proportions:
  - (a) in relation to FPL, a proportion of liability not exceeding a percentage equal to the "Partnership Interest" (as defined in the Partnership Agreement) of Foundation Village Limited; and
  - (b) in relation to Generus Group, a proportion of liability not exceeding a percentage equal to the "Partnership Interest" (as defined in the Partnership Agreement) of Generus Foundation
- **39.3** Subject to clause 39.2 above, in consideration of the Lessor entering into this Lease, the Initial Guarantors covenant to the Lessor that:
  - (a) the Initial Guarantors shall with the Lessee be liable to the Lessor for the due performance of the obligations imposed on the Lessee under this Lease;
  - (b) the Initial Guarantors shall remain liable to the Lessor under this clause 39.3 notwithstanding that as a result of such failure by the Lessee to comply with any obligations imposed on the Lessee under this Lease, the Lessor has exercised any of the Lessor's rights under this Lease or at law, including that the Lessee is wound up or dissolved or that the covenants given by the Initial Guarantors are for any reason unenforceable either in whole or in part;
  - on any failure by the Lessee to comply with any obligation imposed on the Lessee under this
    Lease the Initial Guarantors shall forthwith on demand by the Lessor comply with the Lessee's
    obligations under this Lease;
  - (d) the liability of the Initial Guarantors under these covenants shall not be affected by the granting of time or by any other indulgence to the Lessee, or by the compounding, compromise, release, abandonment, waiver, variation or renewal of any of the rights of the Lessor against the Lessee, or by any neglect or omission to enforce such rights, or by any other thing which under the law relating to sureties would, or might, but for this provision, release the Initial Guarantors in whole or in part from any obligation under this clause 39.4;
  - (e) notwithstanding that as between the Initial Guarantors and the Lessee, the Initial Guarantors may be sureties only, nevertheless as between the Initial Guarantors and the Lessor, the Initial Guarantors shall be deemed to be principal debtors together with the Lessee;
  - (f) to the fullest extent permitted by law, the Initial Guarantors waive such of the rights of the Initial Guarantors as surety or indemnifier (legal, equitable, statutory or otherwise) which may at any time be inconsistent with any of the provisions of this clause 39.3.

- (g) the covenants and agreements made or given by the Initial Guarantors shall not be conditional, contingent or dependent upon the validity or enforceability of the covenants or agreements of any other person, and shall be and remain binding notwithstanding that any other person has not executed or duly executed this Lease.
- 39.4 The Lessee may request that an Initial Guarantor cease to be a Guarantor for the purposes of this Lease as a consequence of a transfer, assignment or sublease pursuant to clause 26 to a Proposed Transferee. If the Lessor accepts the transfer, assignment or sub lease to the Proposed Transferee, the relevant Initial Guarantor shall cease to be a Guarantor and shall have no further rights or obligations under this Agreement as a Guarantor.

#### 40. STEP IN RIGHT

#### 40.1 Notice of Default

The Lessor shall not take any Default Action until the expiry of any applicable grace period available to the Lessee and:

- without first giving to the Lessee and to the Bank notice of its intention to take Default Action and specifying the default which the Lessor considers entitles the Lessor to take such Default Action; and
- (a) during the Notice Period.

#### 40.2 Exercise of Rights:

- (a) At any time during the Notice Period, the Lessor shall permit the Bank, provided the Bank gives written notice to the Lessee and the Lessor to the relevant effect:
  - in the case of a default by the Lessee of an obligation to pay money, pay such money on behalf of the Lessee;
  - (ii) in the case of a default by the Lessee of any other obligation which is capable of remedy, assume the Lessee's obligation in default and either remedy that default or cause another person to remedy that default on behalf of the Lessee; or
  - (iii) in the case of a default by the Lessee which is not capable of remedy, and to the extent permitted by the Securities, appoint a receiver and/or enter into an agreement for the sale of the Lessee's entire interest in the Land to a purchaser approved by the Lessor; or
  - (iv) exercise its Assumption Rights.
- **40.3 Expiry of Notice Period**: If the Notice Period has expired and the Bank has not remedied the default or appointed a receiver then the Lessor shall be entitled to take Default Action or exercise any of its other rights in relation to this Lease.

#### 41. ASSUMPTION BY THE LENDER

#### 41.1 Assumption

The Lessor and the Lessee shall permit the Bank, in its sole and absolute discretion during the Notice Period, to assume (or arrange for a nominee of the Bank, acceptable to the Lessor (acting reasonably) to assume) (the **Assuming Party**), with effect from any date determined by the Bank (**Relevant Date**)

the whole of the past, present and future powers, rights, authorities, obligations, liabilities, discretions and entitlements of the Lessee under this Lease and/or the Development Interface Agreement.

#### 41.2 Liability on Assumption

- (a) If the Bank exercises its Assumption Rights:
  - (i) the Assuming Party will be responsible for:
    - (1) performing all the past, present and future obligations (including the payment of any outstanding amount) of the Lessee under this Lease and/or the Development Interface Agreement as from the Relevant Date; and
    - (2) remedying any breach of any such obligation on the part of the Lessee under this Lease and/or the Development Interface Agreement subsisting at the Relevant Date;
  - (ii) the Assuming Party shall be entitled to enforce this Lease and/or the Development Interface Agreement against the Lessor as if the Assuming Party was an original party thereto and, in such circumstances the Lessor undertakes in favour of the Assuming Party to perform all past, present and future obligations of the Lessor pursuant to this Lease and/or the Development Interface Agreement;
  - (iii) for a period of three months from the Relevant Date, the Lessor shall not exercise any rights or entitlements under this Lease and/or the Development Interface Agreement which accrued or arose before the Relevant Date to the extent that the exercise of such rights or entitlements would adversely affect in any way the progress of the Development (as defined in the Development Interface Agreement) or the Lessee fulfilling all its obligations under this Lease and/or the Development Interface Agreement.
- (b) The Lessor shall not have any right to require the Bank to pay or perform the Lessee's obligations or liabilities in or under the Lease and/or the Development Interface Agreement unless the Bank exercises its Assumption Rights or any other rights under clause 41.2.

#### 42. LESSOR TO PROVIDE ASSISTANCE

If the Bank exercises its Assumption Rights, the Lessor agrees, upon written request from the Bank, to do all things reasonably necessary to enable the Assuming Party to exercise its Assumption Rights (subject to the Assuming Party reimbursing the Lessor for any costs incurred in doing so). The Lessee irrevocably consents to the Lessor complying with this clause 42.

#### 43. ASSIGNMENT OF AGREEMENT AND LEASE

If the Bank has exercised its Assumption Rights, the Lessor acknowledges that the Assuming Party, may, upon giving the Lessor and the Lessee no less than one month's prior written notice to such effect assign or transfer to a third party any of the rights so assumed and any rights of the Lessee under, or the interest of the Lessee in, Lease and/or the Development Interface Agreement where the third party (in the reasonable opinion of the Bank) is a suitable, solvent and responsible entity and otherwise approved by the Lessor acting reasonably provided that the condition in clause 26.1(b)(i) is satisfied and the remaining conditions in clause 26.1 (other than 26.1(a)) are satisfied in respect of such transfer or assignment.

#### 44. PRIVITY OF CONTRACT

Where applicable, this Lease is made for the benefit of, and shall be enforceable by, the Bank pursuant to the Contract and Commercial Law Act 2017.

## 45. COUNTERPARTS:

This Lease may be executed in any number of counterparts (including facsimile or scanned PDF counterpart), all of which when taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Lease by signing any such counterpart.

#### 46. GOVERNING LAW AND JURISDICTION

This Lease is governed by the law of New Zealand. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

EXECUTION			
THE LESSOR		0000 4(101)	
SIGNED for and on behalf of Foundation Properties Limited in the presence of	)	GRCG HURN  Director	Director
Witness signature	•		
Brooke Renee Reed			
Full name	•		
Auckland			
Address	-		
Solicitor			
Occupation	•		

Note: If two directors sign, no witness is necessary. If a director and authorised signatory sign, both signatures are to be witnessed. If the director and authorised signatory are not signing together, a separate witness will be necessary for each signature.

THE LESSEE			
SIGNED for and on behalf of FOUNDATION VILLAGE LIMITED as party to THE FOUNDATION VILLAGE PARTNERSHIP in the presence of	) )	GREG HURN  Director	Director
Witness signature			
Brooke Renee Reed	_		
Full name			
Auckland			
Address			
Solicitor			
Occupation	_		
SIGNED for and on behalf of GENERUS FOUNDATION LIMITED as party to THE FOUNDATION VILLAGE PARTNERSHIP	)		
in the presence of	)	Director	Director
Witness signature	_		
Full name	_		
Address	_		
Occupation	_		

THE LESSEE			
SIGNED for and on behalf of FOUNDATION VILLAGE LIMITED as party to THE FOUNDATION VILLAGE PARTNERSHIP	)		District
in the presence of	)	Director	Director
Witness signature	_		
Full name	_		
Address	_		
Occupation	_		
SIGNED for and on behalf of GENERUS FOUNDATION LIMITED as party to THE FOUNDATION VILLAGE PARTNERSHIP	) }	Mh	
in the presence of	)	Director	Director
Witness signature	_		
Anna Elizabeth Prebble Solicitor	_		
Address Auckland	_		
Occupation	_		

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THE LESSEE		
SIGNED for and on behalf of FOUNDATION VILLAGE LIMITED as party to THE FOUNDATION VILLAGE PARTNERSHIP	)	
in the presence of	) Director	Director
Witness signature	-	
Full name	-	
Address	-	
Occupation	-	
SIGNED for and on behalf of GENERUS FOUNDATION LIMITED as party to THE FOUNDATION VILLAGE PARTNERSHIP	9	
in the presence of	) Director	Director
Witness signature	-	
Full name	-	
Address	_	
Occupation	-	

INITIAL GUARANTORS			
SIGNED for and on behalf of FOUNDATION PROPERTIES LIMITED as Initial Guarantor in the presence of	)	GRCG HURN  Director	Director
Witness signature			
Brooke Renee Reed	_		
Full name			
_Auckland Address	_		
Solicitor	_		
Occupation			
SIGNED for and on behalf of GENERUS LIVING GROUP LIMITED as Initial Guarantor	)		
in the presence of	)	Director	
Witness signature	_		
Full name			
	_		
Address			
Occupation	_		
Occupation			

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INITIAL GUARANTORS				
SIGNED for and on behalf of FOUNDATION PROPERTIES LIMITED as Initial Guarantor	)	2:		
in the presence of	)	Director	Director	
Witness signature	-			
Full name	_			
, an Harrie				
	_			
Address				
Occupation	_			
SIGNED for and on behalf of GENERUS LIVING GROUP LIMITED as	)	( 1		
Initial Guarantor	,			
in the presence of	)	Director		Constitution and the second second second
the same of				
Witness signature	_			
EUZABETH ANNE WILKING	0	1		
Full name				
Full name  2 BIRCHINO ROAD PUECE	- 10	20,000		
Address		,=00,7		
ACCOUNTIANT				
Occupation	_			
and the second				

Annexure Schedule: Page:39 of 40

# SCHEDULE 1 GUARANTEE FROM TRANSFEREE GUARANTOR

**IN CONSIDERATION** of the Lessor entering into this Lease with the Lessee the Transferee Guarantor covenants and agrees with the Lessor that:

- 1. The Transferee Guarantor is bound by all of the covenants on the part of the Lessee herein expressed and implied and hereby guarantees to the Lessor the due and punctual payment of the Rent Amount, and the due and regular performance of all and each of the said covenants and although as between the Lessee and the Transferee Guarantor the Transferee Guarantor may be merely a surety yet as between the Transferee Guarantor and the Lessor the Transferee Guarantor is a principal debtor (jointly and severally with the Lessee).
- 2. The Transferee Guarantor's liability and obligations to the Lessor shall not be affected or diminished by any indulgence postponement or allowance of time granted by the Lessor to the Lessee or by any assignment of the interest of the Lessee or by any consent by the Lessor to any assignment or by the execution of any covenant to observe perform and keep the covenants herein expressed or implied or by the fact that the Transferee Guarantor is not a party to any agreement or arbitration fixing rental or by any other circumstance which would affect the liability of one liable as a surety only.
- 3. As between the Transferee Guarantor and the Lessor, the Transferee Guarantor hereby waives all rights (whether of subrogation or otherwise) as surety, legal, equitable, statutory or otherwise and agrees to accept responsibility for the payments and observances and performances guaranteed as if the Transferee Guarantor were primarily liable therefore.
- 4. This guarantee shall continue to be binding upon the Transferee Guarantor and the Transferee Guarantor's executors, administrators and successors and assigns and shall at all times be enforceable until the Rent Amount and other moneys payable by the Lessee shall have been paid and until all other obligations and indemnities shall have been performed observed and satisfied despite the winding up, liquidation, dissolution, death or bankruptcy of the Lessee or of the Transferee Guarantor.
- 5. As a separate and independent stipulation, the Transferee Guarantor hereby further agrees that all moneys not recoverable from the Transferee Guarantor on the footing of a guarantee whether by reason of any legal limitation, disability or incapacity on or of the Lessee or by reason of any other act or circumstance whatsoever whether known to the Lessor or not shall nevertheless be recoverable from the Transferee Guarantor as sole or principal debtor.
- 6. The Transferee Guarantor agrees that the Lessor shall not be obliged to give the Transferee Guarantor copies of any notice served by the Lessor on the Lessee pursuant to this Lease or of any breach by the Lessee of the Lessee's obligations under this Lease and that nevertheless the Transferee Guarantor shall be and shall remain liable in respect of any such breach by the Lessee.
- 7. The covenants made or given by the Transferee Guarantor shall not be conditional or contingent in any way or dependent upon the validity or enforceability of the covenants of any other person and shall be and remain binding despite that any other person shall not have executed or duly executed this Lease or this guarantee and indemnity.

8. Where the Transferee Guarantor is constituted of more than one person the obligations and liabilities of each and every person shall be joint and several between or among themselves and with the Lessee.

- 9. The Transferee Guarantor hereby indemnifies the Lessor against any losses and expenses incurred by the Lessor as a result of any breach of this Lease by the Lessee.
- 10. This guarantee shall extend to any holding over period in the Land.

## **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type 12179797.6 Registered 28 September 2021 12:58 Powell, Lliam John Kieran Encumbrance



<b>Affected Records of Title</b>	Land District	
1009205	North Auckland	
Annexure Schedule Contains	2 Pages.	
<b>Encumbrancer Certifications</b>		
I certify that I have the authori me to lodge this instrument	ty to act for the Encumbrancer and that the party has the legal capacity to authorise	V
I certify that I have taken reasonable this instrument	onable steps to confirm the identity of the person who gave me authority to lodge	
I certify that any statutory prov with or do not apply	risions specified by the Registrar for this class of instrument have been complied	Ø
I certify that I hold evidence shape the prescribed period	nowing the truth of the certifications I have given and will retain that evidence for	Ø
<b>Signature</b> Signed by Alastair James Pettit	t as Encumbrancer Representative on 16/09/2021 12:00 PM	
<b>Encumbrancee Certifications</b>		
I certify that I have the authori me to lodge this instrument	ty to act for the Encumbrancee and that the party has the legal capacity to authorise	
I certify that I have taken reasonable this instrument	onable steps to confirm the identity of the person who gave me authority to lodge	Ø
I certify that any statutory proving with or do not apply	risions specified by the Registrar for this class of instrument have been complied	V
I certify that I hold evidence shape the prescribed period	nowing the truth of the certifications I have given and will retain that evidence for	Ø
Signature		
Signed by Alastair James Pettit	t as Encumbrancee Representative on 16/09/2021 12:00 PM	
	*** End of Report ***	

© Copyright: Land Information New Zealand

Page 1 of 1

**Annexure Schedule:** Page:1 of 2

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

## Form 18

## **Encumbrance instrument**

(Section 100 Land Transfer Act 2017)

Land registration district			
North Auckland			
		All de early	Aver/description of north
Record of Title (unique identifier)	Ali	All/part	Area/description of part
		***************************************	
		ne(s) must be <u>underlir</u>	
FOUNDATION VILLAGE LIMITED and (	SENE	RUS FOUNDATION LIN	4ITED
Encumbrancee S	urnai	me(s) must be <u>underli</u>	ned.
COVENANT TRUSTEE SERVICES LIMIT	ED		
Estate or interest to be encumbered		Insert, eg, fee sin	nple, leasehold in lease number, etc.
Leasehold			
Encumbrance memorandum numbe	<u>.</u>		
2019/4349			
Nature of security State whether	r sun	of money, annuity, o	or rentcharge, and amount.
Rentcharge of \$1.00 per annum			
On a service of a	***************************************		
title(s) with the above sum of money, terms set out in the above encumbran and other provisions set out in the above	annı ce m	uity, or rentcharge to emorandum <b>and</b> so as ncumbrance memoran	brancee the land in the above record of be raised and paid in accordance with the s to incorporate in this encumbrance the terms adum for the better securing to the d compliance by the Encumbrancer with the
	-		
Terms	aha-	2010//3/0	
Refer encumbrance memorandum nur	прег	2019/4349.	
Covenants and conditions			
Refer encumbrance memorandum num	ber 2	2019/4349.	

Annexure Schedule: Page:2 of 2

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

	Modification of statutory provisions
1	2010/12/0
	Refer encumbrance memorandum number 2019/4349.

## THE REGISTRAR OF RETIREMENT VILLAGES

## NOTIFICATION TO THE REGISTRAR-GENERAL OF LAND of a

## REGISTRATION, CHANGE or CANCELLATION OF REGISTRATION

Sections 21(1) and 23(1) Retirement Villages Act 2003

and Registration Dis	trict(s)			381644.1 Ret
NORTH AUCK	(LAND		Cpy - 01/0	3, Pgs - 003, 16/03/22, 16
lotification				Tick appropriate b
On behalf of the R	egistrar of	Retirement Villages, I here	by notify you of the:	
□ REGISTRAT	ION of the	retirement village named b	elow; or	
X CHANGES to	the retire	ment village named below,	as set out on the fol	lowing page; or
		HE REGISTRATION of the retirement Villages Act 2003		ned below, pursuant
		•		
ame of Retirement V				age Registration Numbe
THE FOUNDA	TION VI	LLAGE	274591	2
ame(s) of Registered FOUNDATION	I VILLAC	(s) BE LIMITED AND GEI	NEROUS FOUN	DATION LIMITED
	Computer R	egisters and Legal Description Register is included in the re		Continue on Annexure Schedule(s), if require
Unique identifier	All/Part		Legal description	
1009205	All	Lot 9 Deposited Plan 561771		,
		·		
		, , , , , , , , , , , , , , , , , , ,		
	1	l '		

Consent to registrat	ion	Tick appropriate bo			
	ne written consent to the real Act, is attached to this notifi	gistration of the above retirement village, under section cation; or			
	onsent to the registration of lodged with the Registrar of	the above retirement village, under section 12(1)(c) of the Retirement Villages			
Address for service	of Security Interest Holders	Continue on Annexure Schedule(s), if require			
Unique identifier of	Name of Security	Address of Security Interest Holder			
Security Interest	Interest Holder				
Instrument					
12179797.6	Covenant Trustee Services Limited	Level 6, 191 Queen Street, Auckland Central, Auckland, 1010			
12179797.7	ANZ Bank New Zealand Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010			
12179797.8	Foundation Properties Limited	Blind Low Vision NZ, 4 Maunsell Road, Parnell, Auckland, 1052			
<b>.</b>					
comprising the retire	erty, building, or premises, ement village	Continue on Annexure Schedule(s), if required			
	1009205 form part of the F				
	•				
		•			
		<del></del>			
Dated this 14th o	day of February 2022	•			
Dated this 14" C	ay of February 2022				
Attestation	· 	*Print or stamp name			
Signed by * Oliv	ia Pidazo Tan				
	$\mathcal{A}$ .				
	111.	•			
[Usual signature	· Wind The				

for and on behalf of the Registrar of Retirement Villages pursuant to a power delegated under section 88 of the Retirement Villages Act 2003

# MANUAL DEALING LODGEMENT FORM

Landonline User ID:

ministryednau

A01616

LODGING FIRM: Private Individual:

Address:

Private Bag 92061
Victoria Street West

Auckland 1142

NRV 12381644.1 Ret Cpy-03/03,Pgs-003,16/03/22,16 Copies

Dealing/SUD Number: (LINZ use only)

Priority Barcode/Date Stamp

(LINZ use only)

(inc. original)

Priority Order Land Information New Zealand Manual Dealing

Lodgement Form 4 S ယ N GST Registered Number 17-022-895 ASSOCIATED FIRM: Fees Receipt and Tax Invoice Client Code / Ref: LINZ Form P005 CT Ref \RV 2745912 - Foundation Instrument Type of BY: RECEIVED AND -VILLAGE LIMITED FOUNDATION LIMITED FOUNDATION **GENEROUS** Original Signatures? Names of Parties 18 FEB 2022 Annotations (LINZ use only). \$176.00 Document Fees Plan NumberPre-Allocated or to be Deposited: Rejected Dealing Number: Resubmission Less fees paid on Dealing # (Only pay in cash if depositing in drop box at a LINZ processing centre)
or Eft-pos payment due for (Eft-pos only available if lodging the dealing in person at a LINZ processing centre) ယ Notices Debit my Landonline account for (Only available for Landonline customers)
or Cash / Cheque enclosed for 15.00 Total for this dealing Priority Capture\* Subtotal GST INCLUSIVE FEES \$ \$191.00 \$191.00 \$191.00 191.00

<sup>\*</sup> Making a priority lodgement ensures the lodgement is entered into the LINZ work queue at the time and date it was handed over at the counter. Priority does not provide urgency in processing the dealing. For further details please reference the manual dealing user guide.





# **Title Plan - DP 561771**

**Survey Number** DP 561771 **Surveyor Reference** 8467-Foundation

Surveyor Grant John Wackrow

Survey Firm Yeomans Survey Solutions Ltd (Auckland)

Surveyor Declaration I Grant John Wackrow, being a licensed cadastral surveyor, certify that:

(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the

Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and (b)the survey was undertaken by me or under my personal direction.

Declared on 11 Aug 2021 02:08 PM

**Survey Details** 

Dataset Description Lots 9 and 11 being a subdivision of Lot 3 and Pt Lot 4 DP 1451 and Lots 4, 5 and 8 DP 362696

Status Deposited

Land DistrictNorth AucklandSurvey ClassClass ASubmitted Date11/08/2021Survey Approval Date 03/09/2021

**Deposit Date** 28/09/2021

**Territorial Authorities** 

Auckland Council

**Comprised In** 

RT 1005442 RT 255821

**Created Parcels** 

ParcelsParcel IntentAreaRT ReferenceLot 9 Deposited Plan 561771Fee Simple Title0.6875 HaMultipleLot 11 Deposited Plan 561771Fee Simple Title0.6403 Ha994968

Area AC Deposited Plan 561771 Easement
Area H Deposited Plan 561771 Easement

Total Area 1.3278 Ha



### Our Ref: 8467-Foundation Properties Ltd Easement Schedule for: DP 561771

Memorandum of Easements						
Purpose Shown Burdened Land Benefited Land (Servient Tenement) (Dominant Tenement)						
Right of Way, Right to Convey Water, Gas, Electricity and Telecommunications. Right to Drain Sewage and Stormwater. Parking	AC	Lot 11 hereon	Lot 9 hereon and Lots 1, 2, 3, 6 and 7 DP 362696			

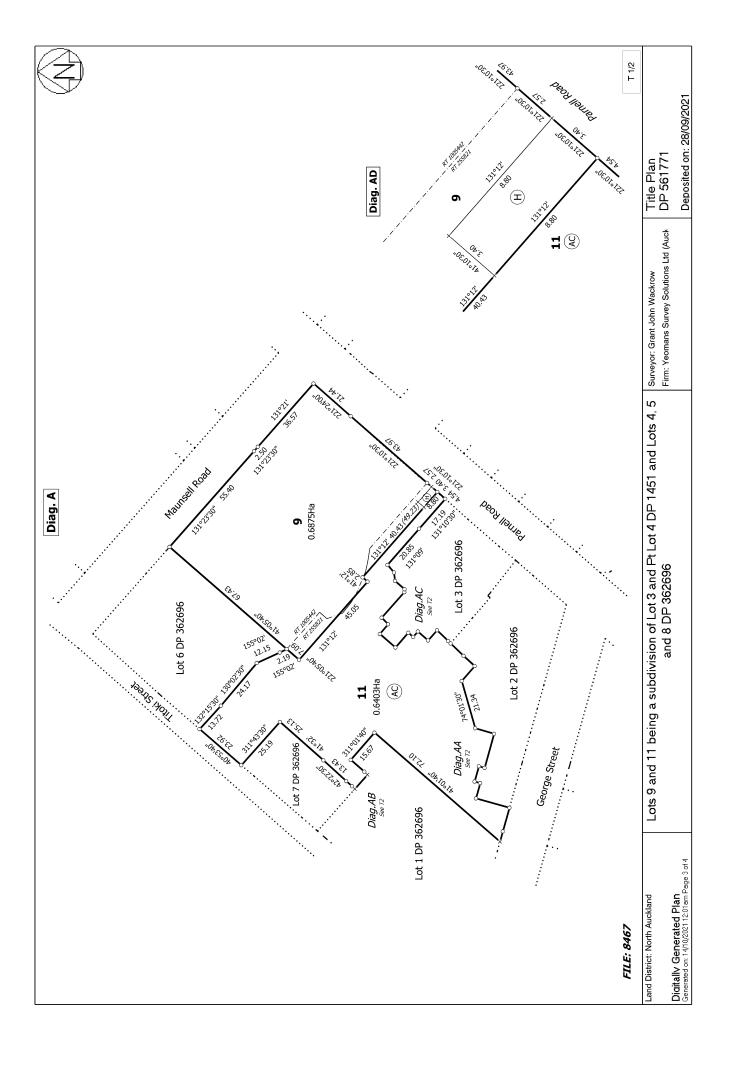
Schedule of Existing Easements to be Surrendered in accordance with s243 RMA						
Purpose	Shown	Burdened Land (Servient Tenement)	Benefited Land (Dominant Tenement)	Easement Instrument		
Right of Way, Right to Park Cars, Telecommunications, Gas, Water, Electricity, Sanitary Sewer and Stormwater Drainage.	Α	Lot 8 DP 362696	Lots 1-7 DP 362969	EI 7613079.6		
Pedestrian Right of Way	С	Lot 5 DP 362696	Lots 1-4 & 6-8 DP 362969	EI 7613079.6		

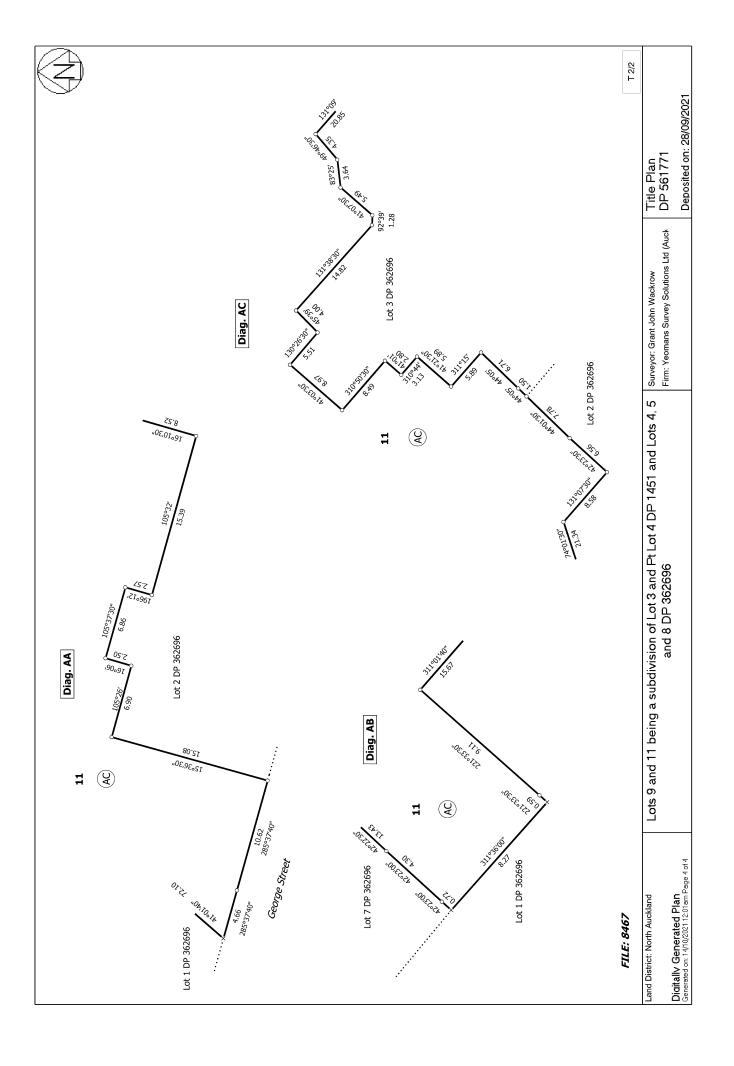
Schedule of Easements in Gross						
Purpose Shown Burdened Land (Servient Tenement) Grantee						
Right to Convey Electricity	н	Lot 9 hereon	Vector Limited			

### **NOTES**

- Lots 9 & 11 are subject to existing Consent Notice 7613079.2 (affects parts formally Lots 4, 5 & 8 DP 362696)
- Lots 9 & 11 are subject to existing Consent Notice 7613079.3 (affects parts formally Lots 4, 5 & 8 DP 362696)
- Lots 9 & 11 are subject to existing Consent Notice 7613079.4 (affects parts formally Lot 8 DP 362696)

Page 1 of 1







# RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD



Guaranteed Search Copy issued under Section 60 of the Land Transfer Act 2017

R.W. Muir Registrar-General of Land

Identifier 999473

Land Registration District North Auckland

**Date Issued** 06 October 2021

**Prior References** NA130C/147

**Estate** Fee Simple

Area 1158 square metres more or less
Legal Description Lot 2 Deposited Plan 562904

**Registered Owners** 

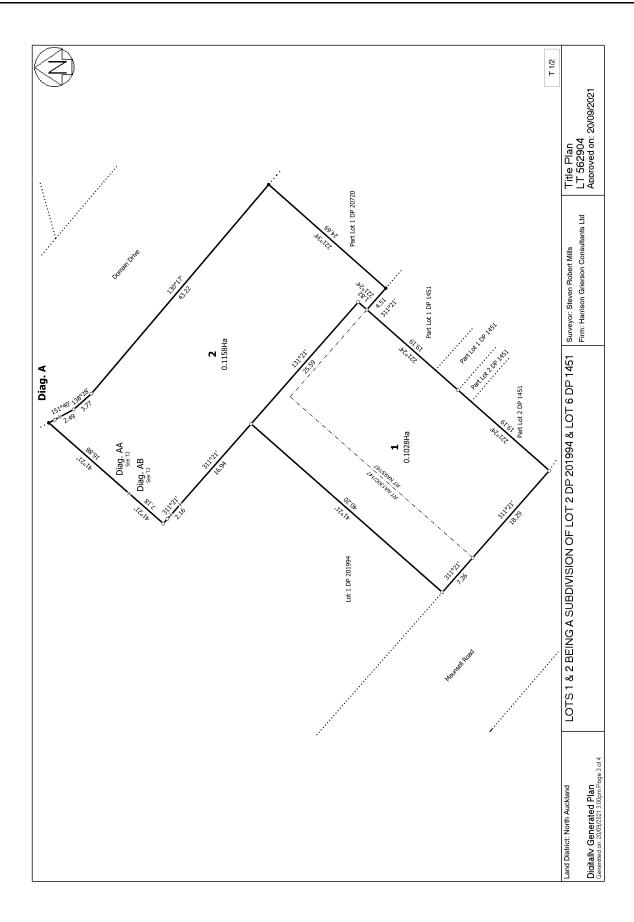
Gianluca Andrew Watson and KAM Trustee Services Limited

### **Interests**

Some of the easements specified in Easement Certificate D550649.3 are subject to Section 243 (a) Resource Management Act 1991 (See DP 201994)

Subject to a right of way (pedestrian) over parts marked A and B on DP 562904 and rights to drain water and sewage over parts marked B and C on DP 562904 specified in Easement Certificate D550649.3 - Produced 18.10.2000 at 3.23 pm and entered 31.10.2000 at 9.00 am

Subject to a right to landscaping easement over parts marked AA and BB on DP 562904 created by Easement Instrument 7530897.2 - 6.9.2007 at 9:00 am



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

Sections 90A and 90F, Land Transfer Act 1

Land registration district

N	O	R	Т	Н	Δ	H	$C\mathbf{k}$	71	. Δ	ND	
1.	v	1.		44	$\boldsymbol{\Box}$	v	CI.	<b>N</b> I.	ισ.		

Grantor



Surname(s) must be <u>underlined</u> or in CAPITALS.

Gianluca Andrew WATSON and Alfred George MORGAN-COAKLE				
Grantee	Surname(s) must be <u>underlined</u> or in CAPITALS.			
See Annexure Schedule				
	<del></del>			
Grant* of easement or profit à pre	endre 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 30 day of Au	gn / 2005 7 (~
Attestation	
	Signed in my presence by the Grantor
A. Const.	Witness to complete in BLOCK letters (unless legibly printed)  Witness name
6th	Occupation JW Scott
Signature [common seal] of Grantor	Address Solicitor Auckland
	Signed in my presence by the Grantee
Allafur	Witness to complete in BLOCK letters (unless legibly printed) Witness name  Michael John Whate
Albertine Constance TUBMAN	Occupation, Solicitor
Signature [common seal] of Grantee	Address Auckland.
Certified correct for the purposes of the La	ord 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.

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

### **Annexure Schedule 1**

General
Approval C 02/6055EF
`4ni 5.

_						
⊢a	sen	nent	Ins	2trii	ıme	nt.

		/	/
Dated	30/	87	07

Page

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)
Landscaping	A and B	NA130C/147	Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 11, 12, 13, 14, 15, 16 and 17 on Deposited Plan 203710

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] [negatived] [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].

### **Annexure Schedule**

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

Easement

Dated

30/8/07

Page

P

(Continue in additional Annexure Schedule, if required.)

The Grantee and other authorised persons shall have the right to use that part of the Grantor's land marked "A" and "B" on Deposited Plan 363020 to erect a fence or wall on the eastern boundary on the said areas marked "A" and "B", to form and maintain a garden and to lay a footpath on the servient land with a gate to be located between the areas marked "A" and "B" on Deposited Plan 363020 to provide access for the Grantor to Domain Drive over the pedestrian right of way marked "A" and "B" on Deposited Plan 201994.

The Grantee shall be responsible for the repair, renewal and maintenance of the fence or wall and shall have the right, with contractors, equipment and materials to enter onto the servient land to inspect, repair, renew and maintain (and when necessary replace) the said fence, wall, garden and footpath causing as little damage and disturbance to the Grantor as possible and making good any damage caused in the exercise of the rights.

The Grantor may paint or stain and/or erect a trellis on the south eastern side of the said wall or fence.

The parties agree that each Grantee's liability for the performance of the Grantee's obligations expressed or implied in this easement will be several and is limited to the same proportion as the Grantee's respective unit entitlement under Body Corporate 203710. If a Grantee does not meet the Grantee's obligations under this easement, the other Grantees not in default may, in their sole discretion elect to meet the defaulting Grantee's obligations. The Grantee in default is liable to pay the other Grantee's costs incurred in meeting the obligations of the defaulting Grantee. The other Grantees may recover from the Grantee in default, as a liquidated debt, any money payable under this easement

**PROVIDED THAT** if at any time an application for cancellation of the said Unit Plan is lodged with the District Land Register under the provisions of the Unit Titles Act 1972 the easement shall determine when all other conditions for cancellation are complied with to the satisfaction of the District Land Registrar. In the event that the easement is extinguished as aforesaid the District Land Registrar may make any entry in the register accordingly in respect of the above-mentioned certificates of title.

If this easement is so determined on cancellation of the Unit Plan, the Grantor agrees, for itself and so as to bind subsequent proprietors of the Servient Tenement, that it will grant a replacement easement to the Grantee or the owners of the Dominant Tenement who in such cancellation of the Unit Plan will become proprietors of the fee simple estate of the Dominant Tenement as tenants in common in shares proportional to their respective unit entitlement pursuant to the Unit Titles Act 1972 (or in such other shares or manner as may be provided for under any modification, amendment or re-enactment of the Unit Titles Act 1972). The replacement easement will be on the same terms and conditions as this easement with such modifications as may be required to give effect to a grant of a replacement easement to the proprietors of the fee simple estate of the Dominant Tenement following cancellation of the Unit Plan.

If this Amexure Schedule is used as an expansion of an instrument all signing parties and eithersheir witnesses or solicitors must sign or initial in this box.

REF: 1925 ADUKLAND DISTRICT LAW SOCIETY.

### **Annexure Schedule**

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

3 Page **Pages** 

(Continue in additional Annexure Schedule, if required.)

### Continuation of Grantee

Unit No.	Title Ref	Proprietor	Mortgagee	
1	NA132B/330	Albertine Constance TUBMAN	-	
2.	NA132B/331	Richard Erle Douglas RATHBONE as to a ½ share and Nicola Ormond RATHBONE as to a ½ share	-	
3	NA132B/332	Deborah Joan WHALE and John Frederick WHALE as to a ½ share and Barbara Anne KOHLER and John Frederick WHALE as to a ½ share	Westpac Banking Corporation and Sheila WHALE and John Frederick WHALE	
4	NA132B/333	Anthony Paul KORTEGAST and Anne KORTEGAST	Mortgage Holding Trust Company Limited	
5	NA132B/334	Patricia Mary CARTER, Timothy James MAHONEY and Jeanette Marie McAUSLIN	ASB Bank Limited	
6	NA132B/335	Patrick MURPHY, Pamela MURPHY, Maurice Mowson MAR and Warwick Francis WRIGHT		
7	NA132B/336	White Horse Finance Limited	ANZ National Bank Bank of Al Limited now Zealow	
8	NA132B/337	Sarah Elizabeth CALDWELL	Westpac Banking Corporation	
9	NA132B/338	Brian John SHAW, Patrice Allison SHAW and William Duncan MacDONALD	ASB Bank Limited (B/D)	-
10	NA132B/339	Elizabeth Equities Limited	ASB Bank Limited	١,
11	NA132B/340	Jonathan Hugh WARREN, Susan Mary WARREN and Judith Elisabeth MacRae HERBERT Isaiah 65 Ltd	ASB Bank Limited	1
12	NA132B/341	Roy William MEARES, Janet Elaine MEARES and Jeremy Michael TAINE	Westpac Banking Corporation	
13	NA132B/342	Matthes Alexand Mark and Nichelas James David John CLEMMETT and Potor John BASSETT PETER	ANZ National Bank	1
14	NA132B/343	Barry REID and Paul Ewen CALLAGHAN, Sandra Margarette REID and Paul Ewen CALLAGHAN	-	7
15	NA132B/344	Maria Fabiana GORDO	-	
16	NA132B/345	Ralph Alan McKINNON and VICTORIA TRUSTEE COMPANY NO 1 LIMITED	Bank of New Zealand	
17	NA132B/346	Gordon Churchill DAVIES and Elizabeth Helen DAVIES	The National of New Zealand Limited	

If this Annexure Schedule is used as an expansion of an solicitors must sign or initial in this box. all signing parties and AUCKLAND DISTRICT LAW SOCIE

### **Annexure Schedule**

	73111107
nsert type of instrument	
'Mortgage", "Transfer", "Lease" etc	

Page of **Pages** 

Easement	Dated	3
	J	

(Continue in additional Annexure Schedule, if required.)

### **Continuation of Attestation**

Signature, or common seal of Grantee Richard Erle Douglas RATHBONE as to a 1/2 share and Nicola Ormond RATHBONE as to a 1/2 share

Signed in my presence by the Grantee Signature of Witness

Witness to complete in BLOCK letters (unless typewritten or legibly stamped)

Witness name

MJ What

Occupation

Solrator

Address

Auckland.

MANE Julia

Signature, or common seal of Grantee Deborah Joan WHALE and John Frederick WHALE as to a 1/2 share and Barbara Anne KOHLER and John Frederick WHALE as to a 1/2 share

Signed in my presence by the Grantee Signature of Witness

Witness to complete in BLOCK letters (unless typewritten or legibly stamped)

Witness name

MJ What

Occupation

Solicitar

Address

Auckload

Signed in my presence by the Grantee Signature of Witness

Witness to complete in BLOCK letters (unless typewritten or legibly stamped)

Witness name

MICHAEL JOHN WHALE

Occupation

Solicitor

Signature, or common seal of Grantee Anthony Paul KORTEGAST and Anne

KORTÉGAST

Address

Auckland

hing parties and either If this Annexure Schedule is used as an expansion of an instrument all si solicitors must sign or initial in th<u>is</u> box.

Annexure Schedule Insert type of instrument "Mortgage", "Transfer", "Lease" etc							
Easement	Dated	30/8/	107		Page	5	of
		<u>, (c</u>	ontinue in a	dditional An	nexure S	che	dul

Easement	Dated 30	18/07	Pag	e 5 of 9	Pages
		(Continue in addit	ional Annexu	re Schedule, if re	equired.)
0					
Signature, or common seal of C	Signature  Witness to  witness to  witness to  witness to  witness  cyTJ. Makanay  rantee  Occupati	to complete in BLOCK lette ypewritten or legibly stamp callaghou	ers ed)		
Patricia Mary CARTER, Timoth MAHONEY and Jeanette Marie		Axilary			
A muruy thy		n my presence by the <del>Gran</del> e of Witness	it <del>de</del> 'bv	nm mar	
Prychy	(unless t	to complete in BLOCK lette ypewritten or legibly stamp	Si Wa	HLLOVNTANT HUCKLAND gned by will Hancis	1 1
Signature, or common seal of of Patrick MURPHY, Pamela MUMaurice Mowson MAR and Warrancis WRIGHT	ØPHY,	A (	hello i	gut in the sence of: Mellow introduction	ish
_				Solicitor	
A	Signatur	Ali-B	ARK Of AHorne	nd on behalf of W ZEALAND	
	Witness (unless i	to complete in BLOCK let typewritten or legibly stamp	ers		
Marie	Witness	name R	Raden Melvino Man	asas Siagian Br WILLIAM McCULL	more:
Signature, or common seal of white Hoise Finance Limited	Grantee Occupat	tion	Bank of New Z	ealand	JUH
	Address	:		Λ	
>					1/W
If this Annexure Schedule is used in the solic tors must sign or initial in the solic tors must sign or initial in the solic tors must sign or initial in the solic tors.		of an instrument, all sig	ning parties a	nd either their wi	desses by
REF: 1025 - AUCKLAND DISTRICT	AW SOCIETY	A LUM		AY A	

# Approved by Registrar-General of Land under No. 2002/5032 Annexure Schedule

insert	type	of i	nstru	men	t	
"Mort	gage'	', "	Trans	fer".	"Lease"	eto

General
Approval
Approval 02/5032EF
4015

Easement	Dated 30/8/07 Page 6 of 9 Page
	(Continue in additional Annexure Schedule, if required
	Signed in my presence by the Grantee Signature of Witness
Auchal	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
·	Witness name SIMAM PORE
Signature, or common seal of G Sarah Elizabeth CALDWELL	Address 7D MANNSEN RD PARNEN
<u> </u>	
Phan	Signed in my presence by the Grantee Signature of Witness
Vatue She	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
,	Witness name LESTER SHARPG
Signature, or common seal of C	Occupation COMPANY DIRECTOR
Brian John SHAW, Patrice Allis	on SHAW Address A PLATINA ST. REMUERA AUGULAND
	Signed in my presence by the Grantee Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legible stamped)
AST.	Witness name JADE MURPH1  Occupation Accountant
Signature, or common seal of Elizabeth Equities Limited	

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

sert type of instrume		nnexure Schedule Approval O2/5032EF/3
Mortgage", "Transfer		1 1
Casement	Dated	20 6 07 Page 7 of 9 Pages
<del>.</del>	<del></del>	(Continue in additional Annexure Schedule, if required.)
Signature, or common Jonathan Hugh WARFEN and Judith HERBERT Issued	seal of Grantee Views EN, Susan Mary	Signed in my presence by the Grantee Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped)  Witness name  Address  19  Paraloe of  Paraloe of
Falcois Mul	,	Signed in my presence by the Grantee Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
Signature, or common Roy William MEARES	seal of Grantee	Occupation Graphic Designer  Address Huckland - 6/11 Peary Rd,  M. Edon
MĒARES and Jeremy		mi. Edon
Mayin	<del>\( \hat{\alpha} \),</del>	Signed in my presence by the Grantee Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legible stamped)
Signature, or commor Devid John GLEMME BASSETT MATT	seal of Grantee	Witness name Michael Whale Occupation Solicito Address Auckland.
		Signed in my presence by the Frantee
		Signature of Witness

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

# Approved by Registrar-General of Land under No. 2002/5032 Annexure Schedule

Insert	t type o	t instrumen	it	
"Mort	gage",	"Transfer",	"Lease"	etc

	,			<u> </u>	`4.D.L.	
000	<del></del>	1-1.	 _	- 0	٦_ ٦	

Easement	Dated 30/6 7 Page 8 of 9 Pages
	(Continue in additional Annexure Schedule, if required.)
Signature, or common seal of G Barry RBID and Paul Ewen GAI Sandra Margarette REID and P CALLAGHAN	LAGHAN, Adoress
	<i>y</i>
Signature, or common seal of C Maria Fabiana GORDO	Signed in my presence by the Grantee Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped)  Witness name MICHAEL JOHN WHALE  Occupation Solicitor  Address Auckloud
Munday	Signed in my presence by the Grantee Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
Signature or common seal of (	Witness name DAVID WILLIAM BUTLER Solicitor Occupation LOWER HUTT
Signature, or common seal of ( William Duncan MACDONALL	Address
	G
If this Annexure Schedule is u solicitors must sign or initial in	sed as an expansion of an instrument, all signing parties and either their witnesses or in this box.

Approv	ved by Registrar-General o		O32  Approval	
nsert type of instrument 'Mortgage", "Transfer", "Lea	se" etc	, 1	40LS	
Easement	Dated 30	8/07	Page 9 of 9 Pages	
	, 	/ (Continue in additional And	nexure Schedule, if required.)	7
Signature, or common seal of G Gordon Churchill DAVIES and B Helen DAVIES	Signature of W  Witness to com (unless typewn)  Witness name  Occupation	plete in BLOCK letters itten or legibly stamped)  MICHAEL JOHN  Solicita  Auckland	WHALE	
Signature of Ra McKinnon	Iph Alan	Michael	presence by Ralph Alan McKinnon  John What  Auchlend.	
Signed by Video	Livited.  Director			
Body Corporate pursuant to una resolution.	The Commonwell Seal of	ion	7	

If this Apprexure 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

REF: 7025 JAUCKLAND DISTRICT LAW SOCIETY

AND AND DISTRICT LAW SOCIETY

### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument "Caveat", "Mortgage" etc	#UÏro.
Easement	Page 1 of 1 pages
Consentor Surname must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)
WESTPAC BANKING CORPORATION	5815682.3
	·
Consent  Delete Land Transfer Act 1952, if inapplicable, and insel  Delete words in [ ] if inconsistent with the consent.  State full details of the matter for which consent is requi	
Pursuant to [section 238(2) of the Land Transfer Act	1952]
[section of the	Act ]
[Without prejudice to the rights and powers existing u	under the interest of the Consentor]
Dated this 4th day of July 2	1006.
EXECUTED by WESTPAC BANKING CORPORATION by its duly appointed attorney	Signed in my presence by the Consentor  Signature of Witness
TANIA RECHELLE HOPKINS  BANK. OFFICER  HAMILTON	Witness to complete in BLOCK letters (unless legibly printed)  Witness name  PETER DOMALD BRUCE  Occupation Brok Officer  Hamilton  Address
Signature of Consentor	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

## **CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, Tania Rechelle Hopkins, of Hamilton in New Zealand, Bank Officer

### **HEREBY CERTIFY -**

1. THAT by Deed dated the 20th October 2003 a copy of which is deposited in the Land Registry Office at Christchurch (Canterbury Registry) numbered PA 5941731.1.

Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (New Zealand division) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed me its attorney on the terms and subject to the conditions set out in the said Deed and the attached document is executed by me under the powers thereby conferred.

- 2. THAT at the date hereof I am a Tier Three Attorney for Westpac Banking Corporation.
- 3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **Westpac Banking Corporation** or otherwise.

Signed at Hamilton

Tania Rechelle Hopkins

this 4 July 2006

### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument "Caveat", "Mortgage" etc **Easement** Page **Capacity and Interest of Consentor** Consentor (eg. Caveator under Caveat no./Mortgagee under Surname must be underlined or in CAPITALS Mortgage no.) Sheila WHALE and John Frederick WHALE 5815682.4 Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] [section of the Act [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: Registration of the foregoing easement instrument **Dated** this day of vant 2-007 Attestation Signed in my presence by the Consentor MMC 5. Whale Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Michael John What Witness name Solicitor Occupation

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

Address

Signature of Consentor

### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



"Caveat", "Mortgage" etc	<u> </u>
Easement	Page 1 of 1 pages
Consentor Surname must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)
ASB BANK LIMITED	Mortgage under Mortgage No. 6862901.2
Consent Delete Land Transfer Act 1952, if inapplicable, and ins Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is requ	uired.
Pursuant to [section 238(2) of the Land Transfer Ac	t 1952]
[section of the	Act ]
Dated this \\ \ \UV\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	
Attestation	
SIGNED by ASB BANK (A) TED by its Attorned Sylvia (A) TED by its Attorned Sylvia (A) TED by its Attorned Shelley Anne Sylvia (A) TED by its Attorned Shelley (A) TED by its At	Signed in my presence by the Consentor  Signature of Witness  Witness to complete in BLOCK letters (unless legibly printed)  Witness name  Occupation
	Address

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

# ASB BANK LIMITED CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Shelley Anne Sylvia of Auckland, New Zealand, hereby certify:

1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

- 2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
- 3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

Shelley Anne Sylvia

SIGNED at Auckland this 0 1001 Third day of

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### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



<b>-</b>	
Easement	Page 1 of 1 pages
Consentor Surname must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)
ASB Bank Limited	D568929.3
consent Pelete Land Transfer Act 1952, if inapplicable, and in Pelete words in [ ] if inconsistent with the consent. Itate full details of the matter for which consent is re	
Pursuant to [section 238(2) of the Land Transfer A	Act 1952]
[section of the	Act 1
Registration of the foregoing easement in	istrument
Dated this ງ ງາງນີ້ day of	
Dated this g j/[/// and day of	
SIGNED by ASB BANK LIMITED by its Attorney  Shelley Anne Sylvia in the presence of: Witness: Bank Officer  AUCKLAND	Signed in my presence by the Consentor  Signature of Witness  Witness to complete in BLOCK letters (unless legibly printed)  Witness name  Occupation  Address

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

# ASB BANK LIMITED CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Shelley Anne Sylvia of Auckland, New Zealand, hereby certify:

1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

- 2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
- 3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

dolla	*
Shelley Anne Sylvia	
V	

SIGNED at Auckland this  ${}^{\circ}_{L}$   ${}^{\circ}_{L}$   ${}^{\circ}_{L}$   ${}^{\circ}_{L}$  day of

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### Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



Easement	Page 1 of 1 pages
Consentor Surname must be <u>underlined</u> or in CAPITALS	Capacity and interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)
BANK OF NEW ZEALAND LIMITED	Mortgagee under Mortgage No. 7004847.1
Consent Delete Land Transfer Act 1952, if inapplicable, and inse Delete words in [] if inconsistent with the consent. State full details of the matter for which consent is requ	
Pursuant to [section 238(2) of the Land Transfer Act	1952]
[section of the	Act J
[Without prejudice to the rights and powers existing or	under the interest of the Consentor]
	rument
Dated this '(^\ day of )accomba	
Dated this A day of December  Attestation SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorney  PETER WILLIAM McCULLOGY	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.



# CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

### PETER WILLIAM MCCULLOCH

- I, Quality Assurance Officer of Wellington, New Zealand, Bank Officer, certify that:
- 1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
- 2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:

North Auckland as dealing No.

6508607

- 3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
- 4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Wellington

DATED: 19 DECEMBER 2006

PETER WILLIAM MCCULLOCH

### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument "Caveat", "Mortgage" etc **Easement** Page **Capacity and Interest of Consentor** Consentor (eg. Caveator under Caveat no./Mortgagee under Surname must be underlined or in CAPITALS Mortgage no.) WESTPAC BANKING CORPORATION D566840.3 Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] [section of the Act ] [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: Registration of the foregoing easement instrument **Dated** this **Attestation** Signed in my presence by the Consentor **EXECUTED** by WESTPAC BANKING CORPORATION Signature of Witness by its duly appointed attorney Witness to complete in BILOCK letters (unless legibly printed) TANIA RECHELLE HOPKINS Witness name BANK OFFICER Occupation HAMILTON PETER SONALD BRUCE Bank Officer Address Hamilton

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Signature of Consentor

### Section 1

### **CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, Tania Rechelle Hopkins, of Hamilton in New Zealand, Bank Officer

### **HEREBY CERTIFY -**

1. THAT by Deed dated the 20th October 2003 a copy of which is deposited in the Land Registry Office at Christchurch (Canterbury Registry) numbered PA 5941731.1.

Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (New Zealand division) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed me its attorney on the terms and subject to the conditions set out in the said Deed and the attached document is executed by me under the powers thereby conferred.

- THAT at the date hereof I am a Tier Three Attorney for Westpac Banking Corporation.
- 3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said Westpac Banking Corporation or otherwise.

Signed at Hamilton

Tania Rechelle Hopkins

this 4 July 2006



### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



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Insert type of instrument "Caveat", "Mortgage" etc Easement Page pages **Capacity and Interest of Consentor** Consentor (eg. Caveator under Caveat no./Mortgagee under Surname must be underlined or in CAPITALS Mortgage no.) ASB BANK LIMITED D670618.3 Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] Section of the Act ] [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: Registration of the foregoing easement instrument Dated this day of 2006 **Attestation** Signed in my presence by the Consentor Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) in the pr Caroline Concisom Witness name Witnes

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

Occupation

**Address** 

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Signature of Consentor

# ASB BANK LIMITED CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Mohammed Lateef of Auckland, New Zealand, hereby certify:

1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

- 2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
- 3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

Mohammed Lateef

SIGNED at Auckland this 28 day of March 200 6

### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



nsert type of instrument Caveat", "Mortgage" etc	
Easement	Page 1 of 1 pages
consentor curname must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)
ASB BANK LIMITED	D588611.4
onsent elete Land Transfer Act 1952, if inapplicable, and ins elete words in [] if inconsistent with the consent. tate full details of the matter for which consent is req	
Pursuant to [section 238(2) of the Land Transfer Ad	zt 1952]
(section of the	Act ]
[Without prejudice to the rights and powers existing	under the interest of the Consentor
the Consentor hereby consents to:	
Registration of the foregoing easement ins	strument
8 8	
•	
•	
•	
200	
ing ing	
ງງໃນ Dated this ງ ງ ໃນໃນ day of	
Dated this of	
Dated this of	Signed in my presence by the Consentor
Dated this of MOV day of Attestation	
Dated this of	Signed in my presence by the Consentor  Signature of Witness  Witness to complete in BLOCK letters (unless legibly printed)
SIGNED by ASB BANK UNITED by its Attorney in the presence of: Witness Andrea Hero	Signature of Witness
Attestation  SIGNED by ASB BANK United by its Attorney Shelley Anne Sylvia in the presence of:	Signature of Witness  Witness to complete in BLOCK letters (unless legibly printed)
Attestation  SIGNED by ASB BANK UNITED by its Attorney Shelley Anne Sylvia In the presence of: Witness, Andrea Herd	Signature of Witness  Witness to complete in BLOCK letters (unless legibly printed)  Witness name

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

# ASB BANK LIMITED CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Shelley Anne Sylvia of Auckland, New Zealand, hereby certify:

1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

- 2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
- 3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

Shelley Arne Sylvia

SIGNED at Auckland this விரி இவி day of

200

### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Caveat", "Mortgage" etc	
Easement	Page 1 of 1 page
Consentor Surname must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)
ASB BANK LIMITED	D632796.3
Consent Delete Land Transfer Act 1952, if inapplicable, and insert Delete words in [] if inconsistent with the consent. State full details of the matter for which consent is require	
Pursuant to [section 238(2) of the Land Transfer Act 1	952]
[section of the	Act ]
[Without prejudice to the rights and powers existing un	nder the interest of the Consentor
the Consentor hereby consents to:  Registration of the foregoing easement instru	ument
the Consentor hereby consents to: Registration of the foregoing easement instru	ument
Registration of the foregoing easement instr	ument OCT 2005
Registration of the foregoing easement instruction of the foregoing easement instruction.  Dated this day of 2	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

Isaail 65 Trust-4938247

# ASB BANK LIMITED CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Brenda Anne Waters of Auckland, New Zealand, hereby certify:

1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

- 2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
- 3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

Brenda Anne Waters

SIGNED at Auckland this

day of

2006

- 2 OCT 2008

### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument "Caveat", "Mortgage" etc Easement pages **Capacity and Interest of Consentor** Consentor (eg. Caveator under Caveat no./Mortgagee under Surname must be underlined or in CAPITALS Mortgage no.) WESTPAC BANKING CORPORATION D576222.3 Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] **section** of the Act 1 [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: Registration of the foregoing easement instrument **Dated** this day of Attestation Signed in my presence by the Consentor **EXECUTED** by WESTPAC BANKING CORPORATION Signature of Witness by its duly appointed attorney Witness to complete in BLOCK rs (unless legibly printed) Witness name TANIA RECHELLE HOPKINS DONALD BRUCE BANK OFFICER Occupation שנייני ייים **HAMILTON** Hamilton Address Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

#### **CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, Tania Rechelle Hopkins, of Hamilton in New Zealand, Bank Officer

#### **HEREBY CERTIFY** -

1. THAT by Deed dated the 20th October 2003 a copy of which is deposited in the Land Registry Office at Christchurch (Canterbury Registry) numbered PA 5941731.1.

Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (New Zealand division) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed me its attorney on the terms and subject to the conditions set out in the said Deed and the attached document is executed by me under the powers thereby conferred.

- 2. THAT at the date hereof I am a Tier Three Attorney for Westpac Banking Corporation.
- 3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said Westpac Banking Corporation or otherwise.

Signed at Hamilton

Tania Rechelle Hopkins

this 4 July 2006

# CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

Miria Brackenbury

I, Quality Assurance Officer, of Auckland, New Zealand, Bank Officer, certify that:

- 1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
- 2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:

North Auckland as dealing No.

6508607

- I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
- 4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland

**DATED: 18 May 2007** 

Miria Brackenbury

#### Approved by Registrar-General of Land under No. 2003/6150

#### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



"Caveat", "Mortgage" etc	
Easement	Page 1 of 1 pages
Consentor Surname must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)
BANK OF NEW ZEALAND	Mortgagee under Mortgage No. 7267222.4
Consent  Delete Land Transfer Act 1952, if inapplicable, Delete words in [ ] if inconsistent with the cons State full details of the matter for which consen	sent.
Pursuant to [section 238(2) of the Land Tran	nsfer Act 1952]
[section of the	Act ]
[Without prejudice to the rights and powers of	existing under the interest of the Consentor]
the Consentor hereby consents to: Registration of the foregoing easeme	ent instrument
Dated this 18 day of May Attestation	2007
SiGNED for and on behalf of BANK OF MEW ZEALAND By its Attoprey: Miria Brackenbury	Signature of Witness  Witness to complete in BLOCK letters (unless legibly printed)  Witness name SMARON NEWTON  Occupation BANK OFFICER  Address AUCKLAND
Signature of Consentor	]

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 ~ AUCKLAND DISTRICT LAW SOCIETY

# OF POWER OF ATTORNEY a Brackenbury CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY Milla Brackenbury

I, Quality Assurance Officer, of Auckland, New Zealand, Bank Officer, certify that:

- 1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
- 2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:

North Auckland as dealing No.

6508607

- 3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
- 4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland

**DATED: 18 May 2007** 

Miria Brackenbury

#### 1/2

#### Approved by Registrar-General of Land under No. 2003/6150

#### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument 'Caveat", "Mortgage" etc	
Easement	Page 1 of 1 pages
Consentor Surname must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)
BANK OF NEW ZEALAND	Mortgagee under Mortgage No. 6676832.3
Consent  Delete Land Transfer Act 1952, if inapplicable, and ins  Delete words in [] if inconsistent with the consent.  State full details of the matter for which consent is req	•
Pursuant to [section 238(2) of the Land Transfer Ac	t 1952]
[section of the	Act ]
[Without prejudice to the rights and powers existing	under the interest of the Consentor]
the Consentor hereby consents to:	
Dated this 18 day of May 20.  Attestation	07
	Signed in my presence by the Consentor
SIGNED for and on behalf of	Signature of Witness
BANK OF NEW ZEALAND By its Attorney:	Witness to complete in BLOCK letters (unless legibly printed)
Miria Brackenbury	Witness name SHARON NEWTON
	Occupation BANK OFFICER
	Address AUCKLAND
Signature of Consentor	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

#### Approved by Registrar-General of Land under No. 2003/6150

#### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument "Caveat", "Mortgage" etc Easement Page pages **Capacity and Interest of Consentor** (eg. Caveator under Caveat no./Mortgagee under Consentor Surname must be underlined or in CAPITALS Mortgage no.) THE NATIONAL BANK OF NEW ZEALAND 5564824.3 LIMITED Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] [section of the Act ] [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: It is certified that on 26 June 2004 The Harional Bank of The centines with an zer some zero in a numerous when with ANZ Banking Group (New Zealand) Registration of the foregoing easement instrument Limited to become AHZ Hotional Bank Limited and that the mortgage has become the property of ANZ National Bank Limited (as the Emakamated (ompany) under fart XIII of the Companies Act 1992 **Dated** this day of 0 8 JUN 5003 **Attestation** ANZ National Bank Limited Signed in my presence by the Consentor Signature of Witness Witness to complete in BLOCK latters (unless legibly printed)

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

Witness name

WITNESS: L'GRRAINE D'SOUZA OCCUPATION: BANK OFFICER

ADDRESS: AUCKLAND

Occupation

**Address** 

REF: 7029 ~ AUCKLAND DISTRICT LAW SOCIETY

Signature of Consentor

SHAYAZ SHAMEEL KHAN

#### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

- I, **Shayaz Shameel Khan** Manager Lending Services of Auckland in New Zealand, certify that:
- 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.

- 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 rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
- 3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (**Amalgamating Companies**) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
- 4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.

5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding up or dissolution of the ANZ National Bank Limited or otherwise.

SIGNED by the abovenamed )
Attorney at Auckland on this )

8th day June 2007

Shayaz Shameel Khan

#### Approved by Registrar-General of Land under No. 2003/6150

#### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument "Caveat", "Mortgage" etc

Easement	Page 1 of 1 pages				
Consentor Surname must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)				
ANZ National Bank Limited	Mortgagee under mortgage 5399779.3				
Consent Delete Land Transfer Act 1952, if inapplicable, and inse Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is requ					
Pursuant to [section 238(2) of the Land Transfer Act	1952]				
[section of the	Act ]				
[Without prejudice to the rights and powers existing	under the interest of the Consentor]				
the Consentor hereby consents to: registration of the foregoing easement inst	It is certified that 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 that the mortgage has become the property of ANZ National Bank Limited (as the omolgamated company) under Part X111 of the Companies Act 1993.				
Dated this day of	T-2007				
Attestation					
ANZ National Bank Limited  ANZ National Bank Limited  LORRAINE D'SOUZA	Signed in my presence by the Consentor  Signature of Witness  Witness to complete in BLOCK letters (unless legibly printed)  Witness name  Occupation  CECILIA MENEZES  BANK OFFICER  Address  AUCKLAND				
Signature of Consentor	1				

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

#### **CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

- I, **Lorraine D'souza** Lending Services of Auckland in New Zealand, certify that:
- 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 rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
- 3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (Amalgamating Companies) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
- 4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
- 5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

**SIGNED** by the abovenamed

Attorney at Auckland on this

09 October, 2007

Lorraine D'souza

## D5506493 EC

### **EASEMENT CERTIFICATE**

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

I/We DOMAIN PROPERTIES LIMITED

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at North Auckland

on the

day of

under No. 201994

are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

# SCHEDULE DEPOSITED PLAN NO. 201994

		OSITED FLAN NO.	201994	
	Servie	nt Tenement		
Nature of Easement (e.g., Right of Way, etc.)	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement	Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
Right of Way (Pedestrian)	Lot 2	"A" and "B"	Lot 1	130C/146
Services (Electricity, Water, Gas and Telecomm- unications)	Lot 2	"D"	Lot 1	130C/146
Drainage (Water and Sewerage)	Lot 2	"B" and "C"	Lot 1	130C/146
0:				
- 1- I				
- ;		:		
(*)				
1				

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

#### 1. Rights and powers:

The rights, powers, terms and conditions relating to the Easements contained in the Schedule and recorded by this Certificate are as specified in the following provisions contained in this Certificate.

#### RIGHTS AND POWERS

#### 1. Interpretation

1.1 In this instrument unless the context otherwise requires:

"certificate" means this easement certificate (including these conditions) as it may be varied from time to time.

"these conditions" means these conditions as they may be varied from time to time.

"dominant Land" in relation to any Easement means the land described in the Schedule to which the relevant easement is appurtenant.

"easement" means an easement recorded by this certificate.

"electricity supply area" means that part of the land described in the Schedule as being subject to an easement for the right to convey electricity.

"electricity supply easement" means the rights recorded by this certificate in relation to the area or line (as appropriate) of the easement of the right to convey electricity.

"gas supply area" means that part of the land described in the Schedule as being subject to an easement for the right to convey gas.

"gas supply easement" means the rights recorded by this certificate in relation to the area or line (as appropriate) of the easement of the right to convey gas.

"the Grantee and other authorised persons" in relation to any Easement means the Grantee and the agents, servants, workmen, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant easement and, where the context so admits, means any of such persons.

"the Grantee" in relation to each easement means the registered proprietor for the time being of the dominant land to which the relevant easement is appurtenant.

"the Grantor and other authorised persons" in relation to any Easement means the Grantee and the agents, servants, workmen, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant easement and, where the context so admits, means any of such persons.

"the Grantor" in relation to each easement means the registered proprietor for the time being of the servient land which is subject to the relevant easement.

"the plan" means Deposited Plan No. 201994 North Auckland Land Registry.

"right of way area" means those parts of the land described in the Schedule as being subject to a pedestrian right of way easement.

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"right of way easement" means the rights recorded by this certificate in relation to the pedestrian easement of right of way.

"servient land" in relation to any easement means the land described in the Schedule which is subject to the relevant easements.

"sewage drainage area" means that part of the land described in the Schedule as being to an easement for the right to drain sewage.

"sewage drainage easement" means the rights recorded by this certificate in relation to the area or line (as appropriate) of the easement of right to drainage sewage.

"stormwater drainage area" means that part of the land described in the Schedule as being subject to an easement for the right to drain stormwater.

"stormwater drainage easement" means the rights recorded by this certificate in relation to the area or line (as appropriate) of the easement of right to drain stormwater.

"telecommunications area" means that part of the land described in the Schedule as being subject to an easement for the right to convey telecommunications

"telecommunications easement" means the rights recorded by this certificate in relation to the area or line as appropriate of the easement of right to convey telecommunications.

"water supply area" means that part of the land described in the Schedule as being subject to an easement for the right to convey water.

"water supply easement" means the rights recorded by this certificate in relation to the area or line (as appropriate) of the easement of right to convey water.

- 1.2 Unless the context otherwise requires the following provisions are applicable to the construction and interpretation of this certificate.
  - (a) words denoting the singular shall include the plural and vice versa;
  - (b) one gender shall include the other gender;
  - (c) references to sections, clauses and schedules are references to sections, clauses and schedules in this certificate;
  - (d) section headings and clause headings used in this certificate have been inserted for convenience and a quick guide to the provisions of this certificate and are not to be used in interpreting the provisions to this certificate;
  - (e) words denoting persons shall include an individual, company, corporation, firm, corporation sole, trust, partnership, joint venture, syndicate or other

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- entity or association of persons either incorporated or unincorporated being or purporting to be a legal entity;
- (f) a reference to this certificate includes all modifications and amendments to this certificate from time to time;
- (g) references to enactments, statutes, statutory requirements and regulatory notices include regulations made under applicable statutes, and also notices under applicable statutes and regulations, having an effect in law, and any amendments to such statutes and regulations, and shall be deemed to include and also refer to any statutes and regulations (and any amendments to statutes and regulations) passed in substitution.

#### 2. General Provisions Relating to Easements

- 2.1 The following provisions are applicable to the easements recorded by this certificate:
  - (a) each grant shall be for all time from the date such easements are deemed to be created pursuant to Section 90A(6) of the Land Transfer Act 1952.
  - (b) no power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this certificate (whether express or implied) or for any other cause it being the intention of the parties that each shall subsist for all time unless it is surrendered.
  - (c) If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this certificate the following provisions shall apply:
    - (i) the other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or join in performing such obligation and stating that, after the expiration of 7 days from service of the default notice the other party may perform such obligation;
    - (ii) if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
      - (aa) perform such obligation; and
      - (bb) for that purpose enter the relevant servient land or dominant land and carry out any work;
    - (iii) the defaulting party shall be liable to pay to the other party the costs of the default notice and a reasonable proportion of the costs as attribute to the defaulting party and incurred in performing such obligation;

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- (iv) the other party may recover from the defaulting party as liquidated debt any moneys payable pursuant to this subclause.
- (d) the Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to any easement.
- (e) (i) the Grantee may for the purpose of complying with any obligation of the Grantee under this certificate in relation to any easement:
  - (aa) enter the Servient land with or without agents, servants, contractors and workmen with all necessary tools, implements, machinery, vehicles or equipment;
  - (bb) remain on the Servient land for such time as is reasonable for the purpose of performing such obligation;
  - (ii) in exercising any rights under this subclause the Grantee shall:
    - (aa) cause as little damage, disturbance, inconvenience and interruption to the servient land and to the use of the servient land as is reasonably necessary; and
    - (bb) forthwith make good any damage done to the servient land and to the occupier of the servient land.
- (f) liability for maintenance of the structures works services and installations made pursuant to the easements shall be according to user and as mutually agreed or failing agreement as may be fixed by arbitration in accordance with the Arbitration Act 1996 or any re-enactment thereof.

#### 3. Pedestrian Right of Way Easement

3.1 The following provision shall apply to the right of way easement:

The right for the Grantee and other authorised persons (in common with the Grantor and other authorised persons) to pass and re-pass on foot with or without domestic animals of any kind for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.

#### 4. Gas Supply Easement

4.1 The following provisions shall apply to the gas supply easement:

The right for the Grantee and other authorised persons (in common with the Grantor and other authorised persons) to lead and convey gas without interruption or impediment (except during any periods of necessary renewal and/or repair) through conduits, cables and pipes laid through the servient land for the purpose of conveying gas to the dominant land provided that the rights created pursuant to this gas supply easement shall be limited to those rights necessary to lead and convey gas through that part of the gas supply area as contains the conduits, cables

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or pipes existing in the gas supply area at the date of this certificate through and over the servient land for the purpose of conveying gas to the dominant land.

#### 5. Water Supply Easement

5.1 The following provisions shall apply to the water supply easement.

The right for the Grantee and other authorised persons (in common with the Grantor and all others having the like right) to convey and lead water in any quantities in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) through pipes and conduits laid through the servient land for the purpose of supply of water to the dominant land provided that the rights created pursuant to this water supply easement shall be limited to those rights necessary to convey water through that part of the water supply area as contains the pipes and conduits existing in the water supply area as at the date of this certificate through and over the servient land for the purpose of conveying the supply of water to the dominant land.

#### 6. Electricity Supply Easement

6.1 The following provisions shall apply to the electricity supply easement:

The right for the Grantee and other authorised persons (in common with the Grantor and all others having the like right) to lead and convey electricity without interruption or impediment (except during any periods of necessary renewal and/or repair) through cables, conduits and pipes laid through the servient land for the purpose of conveying electricity to the dominant land provided that the rights created pursuant to this electricity supply easement shall be limited to those rights necessary to lead and convey electricity through that part of the electricity supply area as contains the conduits, cables or pipes existing in the electricity supply area as at the date of this certificate through and over the servient land for the purpose of conveying electricity through and over the servient land to the dominant land.

#### 7. Telecommunications Easement

7.1 The following provisions shall apply to the telecommunications easement:

The right for the Grantee and other authorised persons (in common with the Grantor and all others having the like right) to convey telephone and similar services without interruption or impediment (except during periods of necessary renewal and/or repair) from the public street adjoining the servient land by means of conduits, cables or pipes laid through the servient land to the dominant land provided that the right created pursuant to this telecommunications easement shall be limited to those rights necessary to convey telecommunications through that part of the telecommunications area as contains the conduits, cables or pipes existing in the telecommunication area as at the date of this certificate through and over the servient land for the purpose of conveying telephone and similar services from the public street adjoining the servient land to the dominant land.

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#### 8. Stormwater Drainage Easement

#### 8.1 The following provisions shall apply to the stormwater drainage easement:

The right for the Grantee and other authorised persons (in common with the Grantor and all others having the like right) to convey stormwater (whether rain, tempest, spring, soakage or seepage water) in any quantities in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) from the dominant land through pipes and conduits laid through the Servient land for the purpose of disposal of stormwater into the public stormwater disposal system provided that the rights created pursuant to this stormwater drainage easement shall be limited to those rights necessary to convey stormwater through that part of the stormwater drainage area as contains the stormwater pipes and conduits existing in the stormwater drainage area as at the date of this certificate for the purpose of conveying stormwater (whether rain, tempest, spring, soakage or seepage water) from the dominant land through the pipes and conduits laid through the servient land for the purpose of disposal of stormwater into the public stormwater disposal system.

#### 9. Sewage Drainage Easement

#### 9.1 The following provisions shall apply to the sewage drainage easement:

The right for the Grantee and other authorised persons (in common with the Grantor and all others having the like right) to drain, discharge or convey sanitary, sewage and other waste material and fluid in any quantities in free and unimpeded flow (except during periods of necessary cleaning, renewal and/or repair) from the dominant land through pipes and conduits laid through the servient land for the purpose of disposal of sanitary sewage into external sanitary sewage disposal systems provided that the rights created pursuant to this sewage easement shall be limited to those rights necessary to convey sanitary, sewage and other waste material through that part of the sewage drainage area as at the date of this certificate for the purpose of conveying sanitary sewage and other waste material and fluid in any quantities from the dominant land through pipes and conduits laid through the servient land for the purpose of disposal of sanitary sewage into the external public sanitary sewage disposal systems.

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#### **CONSENT OF MORTGAGEE**

**BANK OF NEW ZEALAND** the Mortgagee under and by virtue of Mortgage D.410780.3 ("Mortgage") (North Auckland Registry) **HEREBY CONSENTS** to the easements created by this certificate but without prejudice to its rights and remedies under the Mortgage.

DATED this	27	day of	Septembr	2000
SIGNED for and BANK OF NEW by it attorneys in	ZEALAND		A Gordon Mylenn	James Stuart
		1	Richard Alan Gl	enn
Name	——	Snuthson		
	INA LOUISE SN REDIT/RISK AN/	AITHSON ALYST		
Address	AUCKLAND	)		
Occupation				

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#### BANK OF NEW ZEALAND

#### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Richard Alan Glenn, Senior Manager of Auckland, Wholesale Banking Services; and

Gordon James Stuart, Senior Manager of Auckland, Wholesale Banking Services

severally certify that:

- 1. By deed dated 14 February 1997 (the "Deed") we were, by virtue of being Authorised Officers, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
- 2. Copies of the Deed are deposited in the following Land Registries:

North Auckland	as No.	D118943.1	Nelson	as No.	366225.1
South Auckland	as No.	B403155	Marlborough	as No.	189852
Gisborne	as No.	G214691.1	Canterbury	as No.	A287131.1
Hawke's Bay	as No.	653786.1	Westland	as No.	106961
Taranaki	as No.	439819	Otago	as No.	926297
Wellington	as No.	B572195.1	Southland	as No.	248319.1

- 3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
- 4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the liquidation or removal from the register of the Bank or otherwise.

SIGNED at Auckland	) Signature
27th September 2000	) Richard Alan Glenn
SIGNED at Auckland	) Signature
27 n September 2000	) Gordon James Stuart

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

Dated this	27m	day of Sopto	mb of	11	
Signed by the	above-named	2001	Bis. Il	~	<b>8</b> 00
Domain Prop	erties Limited	l	9011		amb
in the presence	e of			12	<del></del>
Witness					
Occupation				I .	Durato
Address					

Correct for the purposes of the Land Transfer Act 1952, (Solicitor for) the registered proprietor:

# **EASEMENT CERTIFICATE**

**Land Transfer Act 1952** 

The above/withing asements when created will be/are subject to section 243 (a) Resource

REGISTERED IN DUPLICATE

W

Law Firm Acting

Auckland District Law Society

This page is for Land Registry Office use only.

(except for "Law Firm Acting")





# Title Plan - DP 562904

Survey Number DP 562904

Surveyor Reference A2001046 1130-147832 8 Domain Dr

Surveyor Steven Robert Mills

Survey Firm Harrison Grierson Consultants Ltd

Surveyor Declaration I Steven Robert Mills, being a licensed cadastral surveyor, certify that:

(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the

Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and (b)the survey was undertaken by me or under my personal direction.

Declared on 20 Sep 2021 02:20 PM

**Survey Details** 

Dataset Description LOTS 1 & 2 BEING A SUBDIVISION OF LOT 2 DP 201994 & LOT 6 DP 1451

Status Deposited

Land DistrictNorth AucklandSurvey ClassClass ASubmitted Date20/09/2021Survey Approval Date 20/09/2021

**Deposit Date** 06/10/2021

**Territorial Authorities** 

Auckland Council

#### **Comprised In**

RT NA130C/147 RT NA93/167

#### **Created Parcels**

Parcels	Parcel Intent	Area	RT Reference
Lot 1 Deposited Plan 562904	Fee Simple Title	0.1028 Ha	999472
Lot 2 Deposited Plan 562904	Fee Simple Title	0.1158 Ha	999473
Area A Deposited Plan 562904	Easement		
Area B Deposited Plan 562904	Easement		
Area C Deposited Plan 562904	Easement		
Area BB Deposited Plan 562904	Easement		
Area AA Deposited Plan 562904	Easement		
Total Area	-	0.2186 Ha	

#### Schedule / Memorandum

 Land Registration District
 Survey Number

 North Auckland
 LT 562904

Territorial Authority (the Council)

Auckland Council

#### Schedule of Existing Easements

Last Edited: 05 Jul 2021 14:04:49

Purpose	Shown	Servient Tenement (Burdened Land)	Creating Document Reference
Pedestrian Right of Way	Α	Lot 2	EC D550649.3
	В	Lot 2	EC D550649.3
Right to drain storm water, sewage	В	Lot 2	EC D550649.3
	С	Lot 2	EC D550649.3
Right to Landscaping	AA	Lot 2	EI 7530897.2
	ВВ	Lot 2	El 7530897.2

