



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

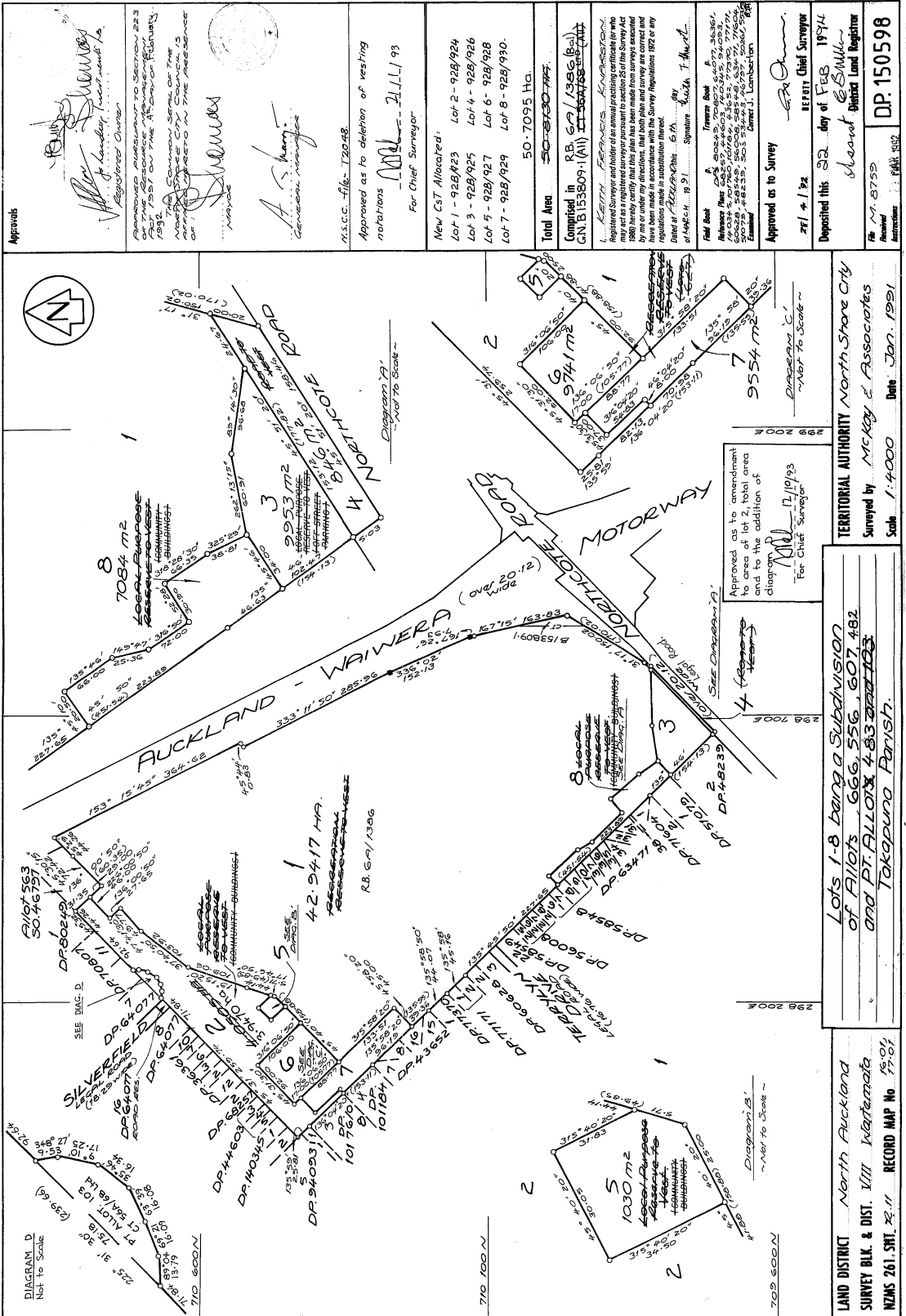
Identifier **NA92B/923**
Land Registration District **North Auckland**
Date Issued 22 February 1994

Prior References
NA88C/240

Estate Fee Simple
Area 42.9417 hectares more or less
Legal Description Lot 1 Deposited Plan 150598
Purpose Recreation reserve
Registered Owners
Auckland Council

Interests

Deferred Payment Licence embodied in Register NA6A/1386
Subject to Part IV A Conservation Act 1987
Subject to Section 11 Crown Minerals Act 1991 when the fee simple is transferred to the licensee under Deferred Payment Licence NA6A/1386
C570490.2 Resolution pursuant to Section 321(3)(b) Local Government Act 1974 - 22.2.1994 at 2:27 pm
C620323.1 CERTIFICATE PURSUANT TO SECTION 37 BUILDING ACT 1991 (ALSO AFFECTS CT NA92B/930) - 1.7.1994 AT 2.57 PM
C870763.3 Lease Term 33 years from 24th February 1992 CT 71418 issued - 27.7.1995 at 2:34 pm
12442723.1 CAVEAT BY VECTOR LIMITED - 4.5.2022 at 3:34 pm



Approvals

[Signature]
Registered Owner

[Signature]
Approved as to deletion of vesting notations

[Signature]
For Chief Surveyor

Approved as to deletion of vesting notations

[Signature] - 21.11.93

For Chief Surveyor

New CST Allocated:

Lot 1 - 92B/923 Lot 2 - 92B/924

Lot 3 - 92B/925 Lot 4 - 92B/926

Lot 5 - 92B/927 Lot 6 - 92B/928

Lot 7 - 92B/929 Lot 8 - 92B/930.

Total Area 50.7095 Ha.

Completed in R.B. 69/1396 (S.A.)

G.N. B155809-1 (N.I.)

Registered Surveyor and holder of an annual practicing certificate for who has been registered under the provisions of the Survey Act 1980 hereby certifies that this plan has been made in accordance with the regulations made in pursuance of the Survey Act 1980 and that the plan and survey are correct and by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1982 or any regulations made in substitution thereof.

Name of Applicant: *[Signature]* Signature: *[Signature]* Date: *[Date]*

Field Book

Reference Plan: *[Reference]*

Examined: *[Signature]*

Approved as to Survey

[Signature] Chief Surveyor

Deposited this 22 day of FEB 1994

[Signature] District Land Registrar

File No. 15759

DP: 150598

Scale 1:4000

Date Jan. 1991

Surveyed by McKay & Associates

TERRITORIAL AUTHORITY North Shore City

Approved as to amendment to area of lot 2, total area and to the addition of diagram

[Signature] Chief Surveyor

Approved as to Survey

[Signature] Chief Surveyor

Deposited this 22 day of FEB 1994

[Signature] District Land Registrar

File No. 15759

DP: 150598

Scale 1:4000

Date Jan. 1991

Surveyed by McKay & Associates

TERRITORIAL AUTHORITY North Shore City

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TERRITORIAL AUTHORITY North Shore City



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Registrar-General
of Land

Identifier **NA92B/930**
Land Registration District **North Auckland**
Date Issued 22 February 1994

Prior References
NA88C/240

Estate Fee Simple
Area 7084 square metres more or less
Legal Description Lot 8 Deposited Plan 150598
Purpose Local purpose (community buildings)
reserve

Registered Owners
Auckland Council

Interests

Deferred Payment Licence embodied in the Register NA6A/1386

The within land will be Subject to Part IV A Conservation Act 1987 and Section 11 Crown Minerals Act 1991 when the fee simple is transferred to the licensee under Deferred Payment Licence No. NA6A/1386

C570490.2 Resolution pursuant to Section 321(3)(b) Local Government Act 1974 - 22.2.1994 at 2:27 pm

C620323.1 CERTIFICATE PURSUANT TO SECTION 37 BUILDING ACT 1991 (ALSO AFFECTS CT NA92B/923) - 1.7.1994 AT 2.57 PM

C870763.3 Lease Term 33 years from 24th February 1992 CT 71418 issued - 27.7.1995 at 2:34 pm



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
LEASEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier 71418
Land Registration District North Auckland
Date Registered 27 July 1995 02:34 pm

Prior References

NA92B/923 NA92B/930

| | | | |
|--------------------------|-------------------------------|-------------------|---------------------------------------|
| Estate | Leasehold | Instrument | L C870763.3 |
| Area | 42.9417 hectares more or less | Term | Term 33 years from 24th February 1992 |
| Legal Description | Lot 1 Deposited Plan 150598 | | |

Registered Owners

North Shore Takapuna Golf Limited

| | | | |
|--------------------------|---------------------------------|-------------------|---------------------------------------|
| Estate | Leasehold | Instrument | L C870763.3 |
| Area | 7084 square metres more or less | Term | Term 33 years from 24th February 1992 |
| Legal Description | Lot 8 Deposited Plan 150598 | | |

Registered Owners

North Shore Takapuna Golf Limited

Interests

8428035.1 Bond pursuant to Section 108(2)(b) Resource Management Act 1991 - 26.2.2010 at 9:57 am



Title Plan - LT 556653

Survey Number LT 556653
Surveyor Reference Northcote Safe Cycle Route
Surveyor Dale Mark Boddie
Survey Firm Auckland Land Surveys Limited
Surveyor Declaration I Dale Mark Boddie, 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 10 Mar 2021 08:30 AM

Survey Details

Dataset Description Easements over Lots 1 & 4 DP 150598 & Sect 2 & 4 SO 406689
Status Approved as to Survey
Land District North Auckland
Submitted Date 10/03/2021
Survey Class Class A
Survey Approval Date 10/03/2021
Deposit Date

Territorial Authorities

Auckland Council

Comprised In

RT NA92B/923
RT NA92B/926

Created Parcels

| Parcels | Parcel Intent | Area | RT Reference |
|------------------------------|---------------|-----------------|--------------|
| Area A Deposited Plan 556653 | Easement | | |
| Area B Deposited Plan 556653 | Easement | | |
| Total Area | | <hr/> 0.0000 Ha | |

Schedule / Memorandum

Land Registration District

North Auckland

Survey Number

LT 556653

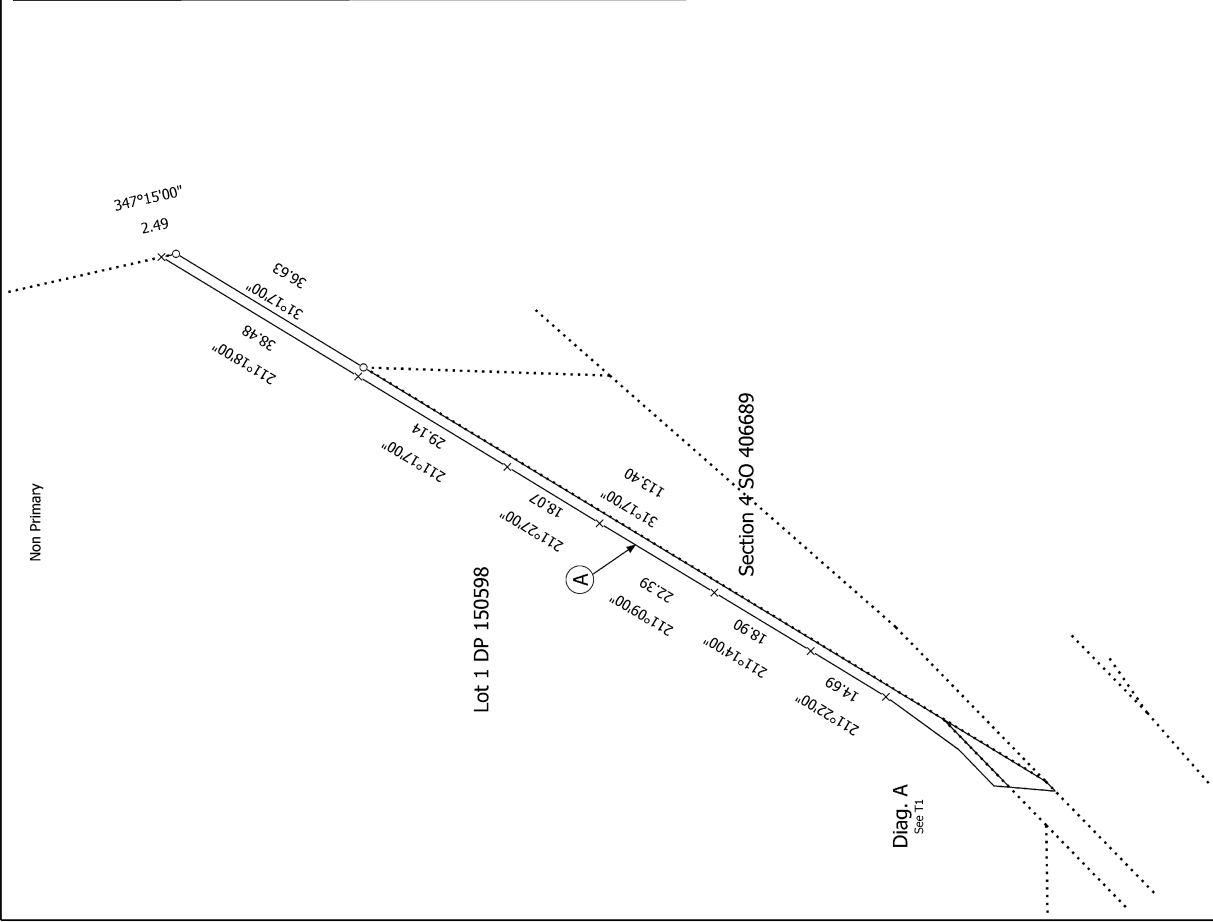
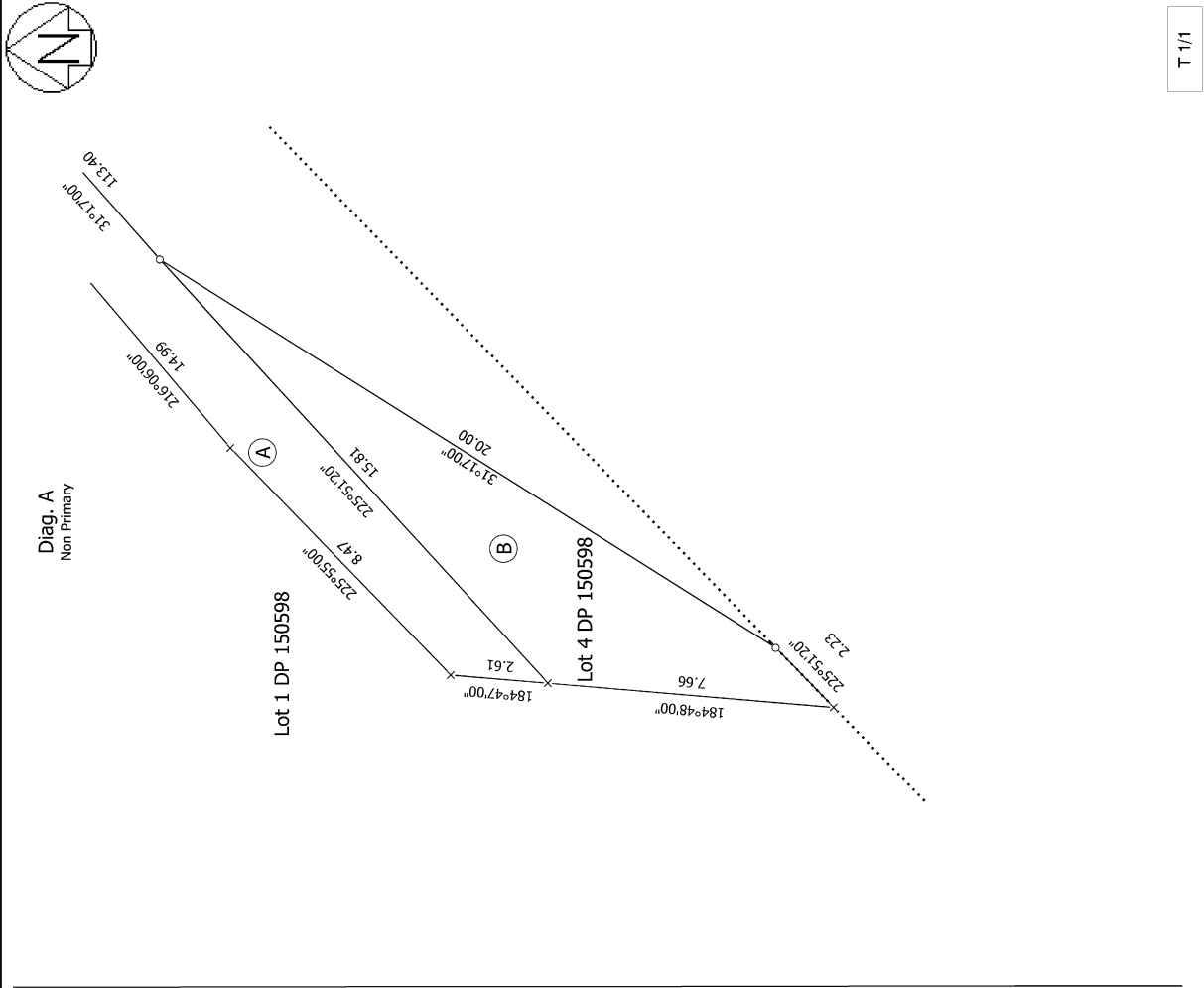
Territorial Authority (the Council)

Auckland Council

Schedule of Easements in Gross

Last Edited: 23 Feb 2021 11:17:35

| <u>Purpose</u> | <u>Shown</u> | <u>Servient Tenement (Burdened Land)</u> | <u>Grantee</u> |
|-----------------------------|--------------|--|----------------|
| Right to convey electricity | A | Lot 1 DP 150598 | Vector Limited |
| | B | Lot 4 DP 150598 | Vector Limited |



| | | | |
|---|--|---|--|
| T 1/1 | Title Plan LT 556653 Approved on: 10/03/2021 | Surveyor: Dale Mark Boddie Firm: Auckland Land Surveys Limited | Easements over Lots 1 & 4 DP 150598 & Sect 2 & 4 SO 406689 |
| Land District: North Auckland Dataset Type: Parcels without Survey Information Digitally Generated Plan Generated on: 10/03/2021 09:45am Page 3 of 3 | | | |

C870763.3 L

DATED

5 April

1995

BETWEEN

THE NORTH SHORE CITY COUNCIL
("Lessor")

A N D

ULTRA GOLF ENTERPRISES LIMITED
("Lessee")

A N D

RICHARD ELLIS AND JOHN GRAHAM THOMAS
TEDCASTLE
("Guarantors")

MEMORANDUM OF LEASE

SIMPSON GRIERSON BUTLER WHITE
Barristers & Solicitors
Simpson Grierson Building
92 - 96 Albert Street
Auckland
New Zealand

W/C

LAKAPUNA GOLF COURSE

MEMORANDUM OF LEASE

THE NORTH SHORE CITY COUNCIL (hereinafter called "the Lessor") being registered as proprietor of the Leased Area hereinafter defined in the Schedule HEREBY LEASES the Leased Area together with all buildings and improvements thereon to ULTRA GOLF ENTERPRISES LIMITED a duly incorporated company having its registered office at Auckland (hereinafter called "the Lessee") at the request of RICHARD ELLIS and JOHN GRAHAM THOMAS TEDCASTLE both of Auckland, Company Directors (hereinafter called "the Guarantor") as the Guarantor hereby acknowledges, for the term and at the annual rental and upon and subject to the covenants conditions and restrictions herein contained and the parties respectively covenant as follows:

1. TERM

The term of this lease shall be 33 years from 24th day of February 1992 (hereinafter called "the commencement date").

| | |
|---|--------------------------|
| 1992 (hereinafter called "the commencement date") | |
| APPROVED AND STAMPED WITH DUTY OF: | |
| \$ 142 | on 13/5/92 |
| \$ | on / / |
| SECTION 24 EXEMPTION APPROVED | <input type="checkbox"/> |
| SECTION 22 B EXEMPTION APPROVED | <input type="checkbox"/> |
| Date: 13/5/92 | Initial: [Signature] |
| DISTRICT COMMISSIONER OF INLAND REVENUE | |

2. RENTAL

2.1 Base Annual Rent

2.1.1 The Lessee shall pay to the Lessor an annual rental (hereafter called "the base annual rent") which, subject to clause 2.2, shall be \$31,500 inclusive of the Dwelling and such rental shall be payable in advance by equal monthly payments, the first of such payments is due on the commencement date.

2.1.2 For the purpose of this lease "the Dwelling" means that building shown edged green on the annexed plan of the Leased Area.

2.2 Review of Base Annual Rent and Percentage Rent

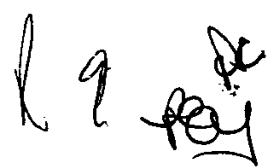
NEW ZEALAND STAMP DUTY AK1
26/05/9500002001 NOLIABLE *1.00

2.2.1 The base annual rent and percentage rent (as hereinafter defined) shall be subject to review by the Lessor upon the expiration of 5 years from the date of commencement of the term and upon the expiration of each successive 5 year period thereafter during the said term and the base annual rent and percentage rent for the next and each succeeding period of 5 years shall be determined in the manner following but on no review will the base annual rent be reduced below \$25,000:

- (i) Not earlier than ninety (90) days before the dates for review hereinbefore provided or at any time thereafter the Lessor shall have the option by notice given in writing to the Lessee to increase the base annual rent to an amount which would at the time be the current market rent of the Leased Area and to increase the percentage rent.
- (ii) If the Lessee does not give the notice referred to in subclause (i) below within the period specified therein then the base annual rent and percentage rent specified in the Lessor's notice shall be deemed to have been accepted by the Lessee and shall be the current market rent and percentage rent of the Leased Area as at the relevant date of review.

[Handwritten signatures]

- (iii) If the Lessee considers that the rent fixed by the Lessor as aforesaid is not the current market rent and percentage rent of the Leased Area the Lessee may by notice in writing to the Lessor (herein called "the Lessee's notice") within thirty (30) days after being notified of such rent advise the Lessor of the amount which the Lessee considers to be the current market rent and percentage rent of the Leased Area and if within fourteen (14) days (or such longer period as the Lessor and the Lessee may agree upon) from the date of receipt by the Lessor of the Lessee's notice the parties mutually agree upon the rent then the rent so agreed upon shall subject as herein provided be the rent payable by the Lessee shall be the rent so agreed in lieu of the rent fixed by the Lessor as aforesaid PROVIDED ALWAYS that if upon the expiration of the said fourteen (14) days (or such longer period as aforesaid) from the date of receipt by the Lessor of the Lessee's notice the parties have not mutually agreed upon the rent then the rent shall be determined in accordance with para (iv) to (x).
- (iv) The Lessor and Lessee shall within twenty-one (21) days after the date on which the Lessee gives the Lessee's notice, each appoint an arbitrator to determine the current market rent and percentage rent of the Leased Area.
- (v) If either the Lessor or the Lessee fails to appoint an arbitrator within twenty-one (21) days as aforesaid, then the determination of the current market rent and percentage rent shall be made by the sole arbitrator as nominated by either the Lessor or Lessee as the case may be, and such determination shall be final and binding on both parties as if the appointment had been by consent PROVIDED HOWEVER that if such sole arbitrator shall fail to hand down a determination with all due expedition the party who had originally appointed such arbitrator shall be entitled to request the President of the N.Z. Institute of Valuers to appoint another arbitrator as a replacement.
- (vi) Before proceeding with their determination, the said arbitrators shall agree upon and appoint an umpire and obtain the umpire's acceptance in writing of appointment and who, as a condition of acceptance, undertakes to hand down a determination of the current market rent and percentage rent within the sooner of:
- (a) sixty (60) days of being instructed to proceed; or
 - (b) sixty (60) days after the expiration of the arbitrator's determination period as set out in para (viii)
- AND in any event to give a determination with all due expedition.
- (vii) If the said arbitrators within fourteen (14) days of the expiration of the period referred to in para (iv) either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President of the N.Z. Institute of Valuers to appoint an umpire and obtain the umpire's acceptance in writing of appointment and who undertakes to hand down a determination of the current market rent in the same manner as if the appointment had been made pursuant to para (vi).
- (viii) Subject to paras (v), (vi) and (vii), the arbitrators so nominated shall within thirty-five (35) days of the expiration of the period referred to in

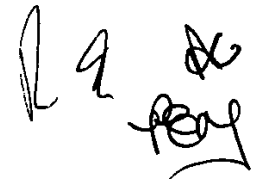


paragraph (iv) determine the current market rent and percentage rent of the Leased Area as at the review date.

- (ix) Each arbitrator will provide to the other within twenty-eight (28) days of the expiration of the period referred to in para (iv) a written assessment of the current market rent and percentage rent of the Leased Area.
- (x) If the said arbitrators are unable to agree upon a determination within thirty-five (35) days of the expiration of the period referred to in para (iv) then the current market rent and percentage rent shall be assessed by the umpire whose determination shall be final and binding on the parties hereto. In making such determination the umpire shall not make a determination which is higher than the Lessor's assessment of the current market rent and percentage rent nor lower than the Lessee's assessment of the current market rent and percentage rent. The umpire shall give such determination and the reasons therefor in writing.
- (xi) The current market rent and percentage rent so determined shall be the subject as herein provided, payable by the Lessee in lieu of the current market rent and percentage rent fixed by the Lessor as aforesaid and all costs of the determination by arbitration of the rent shall be borne equally by the Lessor and the Lessee unless it shall be decided as part of the determination that because of some impropriety or lack of co-operation or unreasonableness on the part of one of the parties hereto that the party shall bear the whole or some fraction of the costs in excess of one half.
- (xii) Notwithstanding the foregoing no determination of the percentages shall operate to reduce the percentages set out in clause 2.3.1 below that payable at the commencement of the said term in the case of the first rental review and for each succeeding rental review at the amount set at the preceding date of review.
- (xiii) The rental fixed in accordance with this Clause shall be payable by the Lessee until the succeeding review.
- (xiv) In determining the base annual rent and percentage rent the following factors shall be taken into account:
 - (a) the base annual rent shall be assessed solely on the usage of the Leased Area alone as a public golf course and associated uses, and
 - (b) no regard shall be had in determining the annual base rent to any capital improvements (excluding maintenance required to keep the Leased Area to a good standard for a public golf course in terms of this Lease) fixtures and fittings provided by the Lessee and to the requirement that the Lessee is required to upgrade and develop the Leased Area.

2.3 Percentage Rent

- 2.3.1 In addition to the payment of base annual rent as hereinbefore provided the Lessee shall pay to the Lessor an additional rent (herein called "percentage rent") being 3% of the gross green fees and being 5% of the gross Liquor receipts (as hereinafter defined) from all business done on and from the Leased Area during each lease year.

Handwritten initials 'L A' and a signature 'Aoy' with a horizontal line underneath.

2.4 Commencement and Payment of Percentage Rent

2.4.1 Liability for percentage rent shall commence on the commencement date. Percentage rent due in respect of every lease year shall be paid on the 1st day of each month in the lease year.

2.4.2 For the first 12 months of the term the Lessee shall pay to the Lessor the sum of \$1,000 per month on account of the percentage rent.

2.4.3 For the second and subsequent years of the term the Lessee shall pay to the Lessor per month a sum equal to one-twelfth of the total of the previous lease year's percentage rent.

2.4.4 Within fourteen (14) days of the Accountant's Certificate given under clause 2.7 any adjustment required shall forthwith be made by way of further payment or refund.

2.5 Gross Green Fees and Liquor Receipts Defined

2.5.1 The term "gross green fees" includes the aggregate of the prices receivable and other remuneration received or receivable for all green fees from or upon the Leased Area.

2.5.2 The term "gross Liquor receipts" includes the aggregate of the prices receivable and other remuneration received or receivable for all liquor sold from or upon the Leased Area.

2.5.3 In the term "gross green fees and Liquor receipts" shall not include or if included there shall be deducted:

- (a) the net amount of discounts actually allowed to any customer reasonably and properly allowed in the usual course of business;
- (b) uncollectable credit accounts to the extent that the same are written off by the Lessee provided that if any such accounts are subsequently recovered then the amount thereof shall be included within the gross receipts for the year in which they were recovered;
- (c) the exchange of merchandise between businesses of the Lessee where such exchange is made solely for the convenient operation of the business of the Lessee and not for the purpose of consummating a sale made at in from or upon the Leased Area;
- (d) returns to shippers, wholesalers or manufacturers;
- (e) merchandise and services sold or otherwise made available to customers or clients of the Lessee and in respect of which the Lessee subsequently allows a credit in favour of such customer or client of the whole or any part of the price or value of such merchandise or services;
- (f) Goods and Services Tax levied on the gross receipts.

Each sale on an instalment basis including lay-bys, hire purchase credit sales and any other sales on credit or terms shall be treated as a sale for the full price in the lease year during which such sale is initiated and shall be irrespective of the time of payment thereof.

Handwritten initials 'L', 'g', and 'AC' are written in the top right corner. Below them is a signature that appears to be 'JON'.

2.6 Lessee's Records

- 2.6.1 The Lessee will keep proper books of account and records relating to all transactions in the course of the business or businesses carried on in at from or on the Leased Area by the Lessee or its servants or agents and these shall be kept available for at least 6 years after the expiration of each lease year, in sufficient detail to enable accurate checking of gross receipts.
- 2.6.2 The Lessee shall issue to each customer in respect of a green fee a serially numbered sales slip or invoices for that transaction and the sale of all liquor must be recorded on cash register tapes which will be made available to the Lessor for audit if requested.

2.7 Accountant's Certificate

Within sixty (60) days of the end of each lease year the Lessee shall furnish to the Lessor a certificate of the Lessee's accountant certifying as to the gross green fees and gross Liquor receipts for the preceding lease year. Such certificate shall be in such form and style and shall contain such detail and breakdown as the Lessor may reasonably require.

2.8 Audit

At its option the Lessor may require at any reasonable time but not more than once during any lease year upon written notice to the Lessee a complete audit by an auditor appointed by the Lessor to be made of those portions of the Lessee's books and records relating to the Leased Area and the business done on and from the Leased Area by the Lessee or its servants or agents for the period covered by an accountant's certificate furnished pursuant to clause 2.7. If such audit shall disclose that the Lessee's accountant's certificate given under clause 2.7 is understated to the extent of five per cent or more for such period the Lessee shall promptly pay to the Lessor the cost of such audit in addition to the deficiency which shall be payable in any event. In any other event the cost of such audit under this subclause shall be borne by the Lessor.

2.9 Right to Examine Books

The Lessor's auditor shall have the right at any reasonable time on reasonable notice to examine such portion of the Lessee's books and records in respect of its business carried on in or from the Leased Area as to satisfy himself as to the correctness of the certificate referred to in the last preceding subclause hereof.

2.10 Failure to Comply

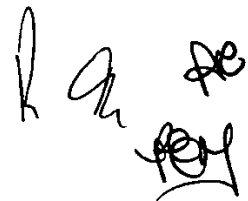
In the event of the Lessee failing to comply with the provisions of sub-clause 2.6, 2.7, or 2.9 of this clause then at the option of the Lessor and without prejudice to any other rights of the Lessor hereunder the Lessee's gross sales for the year in which such failure occurs shall be deemed to be an amount equal to three times the highest amount mentioned in any statement given by the Lessee pursuant to sub-clause 2.7 hereof for any year of the term prior to such failure, or if no such statement has been given by the Lessee the Lessee's gross sales for the year in which such failure occurs shall be deemed to be an amount equal to three times the highest amount for any year of the term of the Lessee's gross sales as determined by an audit pursuant to sub-clause 2.8 hereof.

Handwritten signature or initials in black ink, possibly reading 'R. A. Ac' with a flourish below.

3. PAY OUTGOINGS

- 3.1 The Lessee shall pay upon demand by the Lessor or by the person to whom payment is due, all outgoings charged, levied or assessed against the Lessor or the Lessee in respect of the Leased Area including by way of example:
- (i) local authority rates, levies and charges, including special rates and water rates.
 - (ii) water supply charges.
 - (iii) electricity supply charges.
 - (iv) gas supply charges.
 - (v) telephone and toll charges.
 - (vi) land tax to the extent that the Lessor's land tax is increased by reason of the Lessor's ownership of the Leased Area.
 - (vii) insurance premiums payable by the Lessor for such insurance covers as the Lessor may maintain in respect of the Leased Area and the Lessor's fittings, fixtures and chattels therein which covers may, at the option of the Lessor, be to full reinstatement and replacement value and may include cover against extraneous perils, public liability, damage to plate glass, loss of rents (for up to a twelve month period) and such other risks as may be reasonable and prudent to cover and all valuation and other fees incurred in effecting or renewing such insurance covers, except insurance required to be effected by the Lessee under clause 20.
 - (viii) fire service levies.
- 3.2 In the event that any of the abovementioned outgoings are not charged levied or assessed solely in respect of the Leased Area, the Lessee will pay a fair proportion of the same.
- 3.3 In the event that any of the abovementioned outgoings are not charged levied or assessed in respect of a period coincident with a like period of the term of this lease such outgoings shall be apportioned between the Lessor and the Lessee and the Lessee shall pay his proportion to the Lessor.
- 3.4 The Lessee shall upon demand pay to the Lessor all Goods and Services Tax (or any similar tax levied in substitution therefor) paid or payable by the Lessor in respect of:
- (i) the rental payable under this lease, and
 - (ii) any other payments paid or payable by the Lessor under this lease or paid by the Lessor to comply with the Lessee's obligations to make such other payment under this lease.
- 3.5 The Lessee shall pay all Goods and Services Tax (or any similar tax levied in substitution therefor) on all payments made by the Lessee in terms of this lease where such payments are levied with such tax.

4. USE



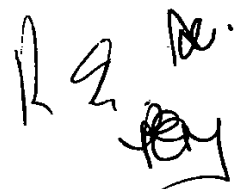
- 4.1 The Lessee shall maintain on the Leased Area an 18 hole golf course, including driving range club house and other associated facilities approved by the Lessor. The golf course is to be a public golf course open to the general public for the purpose of playing golf thereon subject to the payment of green fees to the Lessee. However the Lessee may operate a booking procedure for teeing off times for up to four hours each day.
- 4.2 Notwithstanding the above, the Lessee may on any 5 days during each lease year close the golf course to the public for the purpose of running golf tournaments on the Leased Area.
- 4.3 If at any time the Lessor is of the opinion that the Leased Area is not being used or is not being sufficiently used for the purpose specified herein the Lessor, after making such enquiries as it thinks fit and giving the Lessee an opportunity of explaining the usage of the Leased Area and if satisfied that the Leased Area is not being used or is not being sufficiently used for the purpose specified herein, may terminate the lease whereupon the Leased Area together with all improvements thereon shall revert to the Lessor without compensation being payable to the Lessee by the Lessor whatsoever.
- 4.4 The Lessee shall not during the term hereof bring in or upon or store within the Leased Area or permit to be brought in or upon or stored within the Leased Area any machinery or goods or things of an offensive noxious illegal or dangerous nature or do or permit any activity on the Leased Area that may be offensive noxious or illegal, provided that the use of the Leased Area and the Lessee carrying out its obligations under this Lease shall not be a prima facie breach of this clause.
- 4.5 The Lessee will at all times observe and comply with the Management Plan in respect of the A F Thomas Park (and as from time to time varied added to deleted or amended but not in a manner as to derogate from the Lessee's rights under this lease) relating to the management and care of the Leased Area and will use its reasonable endeavours to ensure that the conduct of users does not breach the Management Plan AND the Lessee acknowledges and agrees and declares that failure of the Lessee to keep any of such terms of the Management Plan as may from time to time be in force shall constitute a breach of the terms of this lease in the same manner as if the rules and regulations were contained herein as covenants with the Lessor.

5. DWELLING

- 5.1 The Lessee shall not use the Dwelling other than for residential purposes.
- 5.2 The Dwelling is not to be sublet nor is the Lessee to part with possession of the Dwelling or any part of it except to a contractor or an employee of the Lessee and such contractor or employee is to be full time employed in connection with the Lessee's golf course business on the Leased Area.

6. NO ASSIGNMENTS

- 6.1 The Lessee shall not assign mortgage charge sublet or part with possession of the Leased Area or any part thereof without the consent of the Lessor whose consent shall not be unreasonably withheld when the following conditions are complied with:



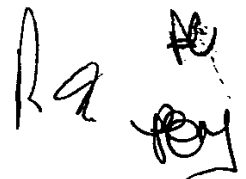
- (a) The Lessor shall be entitled to be satisfied that the proposed assignee or sublessee is suitably experienced to manage and operate the Leased Area as a public golf course and related facilities, and
 - (b) The proposed assignee or sublessee is able to provide such reasonable evidence as required by the Lessor so that the Lessor can be satisfied that such assignee or sublessee is of good repute and of satisfactory financial standing.
- 6.2 As a condition of its consent to any assignment the Lessor may require from such assignee a deed of covenant that the assignee will carry out the terms of this lease to be prepared by the Lessor's solicitors at the Lessee's cost.

7. LESSEE A COMPANY

Where the Lessee is a company then any transfer or transfers of the legal or beneficial ownership of any of the shares in the capital of that company whereby there is a change in the effect of management or control of the company shall be deemed to be an assignment of this lease requiring consent under the previous clause.

8. MAINTAIN LEASED AREA

- 8.1 Subject to clause 8.7 the Lessee shall throughout the term keep and maintain and at the end or sooner determination of the term shall yield up the Leased Area and any Lessor's chattels therein including the irrigation system and pumps which shall be serviced by the Lessee as recommended by the manufacturer, in good order repair and condition and to a standard of maintenance generally exhibited by other golf courses in the greater Auckland area, fair wear and tear and damage by fire, storm, flood, earthquake, earth subsidence or inevitable accident (save where insurance moneys are rendered irrecoverable as a consequence of any negligent or wilful act or omission or default of the Lessee) excepted.
- 8.2 The Lessee shall keep the Leased Area in a clear, clean, tidy and sanitary condition and shall supply and install suitable replacements for all damaged defective or missing windows, light bulbs, plant and equipment. Any such replacement items shall remain on the Leased Area and become the property of the Lessor at the termination of this lease.
- 8.3 The Lessee shall keep and maintain throughout the term and at the end of the term yield up, in good, attractive and clean order repair and condition such grounds gardens and paved areas and this obligation shall include the obligation to keep the greens, fairways and surrounding areas regularly mown and where necessary watered and any gardens tended and trimmed so as to keep the same in attractive order and in a condition suitable for use as a golf course.
- 8.4 The Lessee will regularly cause all rubbish to be removed from the Leased Area.
- 8.5 Subject as elsewhere herein provided the Lessor shall not be responsible to the Lessee or any person claiming by, through or under him for any loss or damage suffered by the Lessee or any such person or to any property in the Leased Area howsoever caused except when the loss or damage is caused through an act or default of the Lessor or servants or agents of the Lessor.

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- 8.6 The Lessee shall when reasonably required by the Lessor, but not more than once every six years during the term of this lease, repaint and redecorate in a proper and tradesmanlike manner the interior and exterior of the clubhouse and the Dwelling and exterior of any other building on the Leased Area.
- 8.7 In addition to the other provisions of this lease, the Lessee shall maintain the Dwelling in the same condition as at the commencement date and keep all cooling or heating appliances, electric light fittings and elements, sinks, baths, washbasins, sanitary and water appliances and drains in good clean tenable and servicable condition and repair except only for damage by fire or inevitable accident.

9. WEEDS

The Lessee shall take effective measures to prevent any noxious weeds shrubs or plants growing or spreading on the Leased Area and shall in every respect comply with the provisions of the Noxious Plants Act 1978 and its amendments or any Act substituted therefore and shall indemnify the Lessor from and against all costs expenses damages or delay which the Lessor may sustain or incur by reason of any default or omission of the Lessee hereunder.

10. PLANTING

- 10.1 The Lessee may with the prior written consent of the Lessor (which consent may be withheld or granted in the unfettered discretion of the Lessor) plant trees, shrubs and hedges within the Leased Area and any such trees, shrubs or hedges so planted or already existing in the Leased Area shall be maintained in a neat and tidy condition throughout the term of this lease, though the Lessee shall not be responsible for any loss caused through natural causes.
- 10.2 In addition to the above, the Lessee has the responsibility to carry out the provisions of the Management Plan as from time to time reviewed in respect of that Plan's provisions relating to the flora of the Leased Area.

11. DEVELOPMENT OF THE LEASED AREA

- 11.1 It is one of the intentions of the parties, as recorded in the Development Agreement For Takapuna Golf Course dated the 3rd day of February 1992 entered into between the parties ("the Development Agreement"), that the Leased Area is to be upgraded in accordance with the Plans and Specifications referred to in the Development Agreement ("the Plans and Specifications").
- 11.2 The Lessee shall with all reasonable speed undertake and complete the development of the Leased Area in terms of the Plans and Specifications in a proper and workmanlike manner and in accordance with the requirements of all relevant authorities, bylaws, regulations, statutory obligations and regulations.
- 11.3 The Lessee shall complete the development work set out in clause 11.1 subject to the exceptions which follow by the fifth anniversary of the commencement date of this lease. For the purpose of this clause the development work shall be completed when the work set out in the Plans and Specifications, including the construction of the carpark and drainage, has been substantially completed so that the Leased Area is capable of being used and enjoyed as a public golf course as envisaged by the Plans

and Specifications without material inconvenience notwithstanding that there may be items of a minor nature that require finishing, alteration or remedial work.

- 11.4 This timetable shall be subject to adjustment where any delay is caused as a result of adverse weather conditions, strikes, lockouts, accidents, unavailability of materials, fire, earthquakes or other cause beyond the reasonable control of the Lessee.
- 11.5 During the period of development the parties shall meet from time to time at regular intervals to discuss the progress of the development. The parties agree that minor variations or alterations to the Plans and Specifications may be made with the consent of the Lessor which shall not be unreasonable or arbitrarily withheld provided that such variations or alterations are of a minor nature and do not appreciably reduce or adversely affect the intentions of the parties.
- 11.6 In carrying out the development works the Lessee shall use its best endeavours to ensure that as little inconvenience or disruption as possible is caused or results to the users of the land and the Lessee shall take all reasonable and proper steps to minimise interference with adjoining occupiers and the general public.
- 11.7 Should the Lessee not have completed the development work in accordance with clause 11.3 above then the Lessor shall have the right to determine this lease.

12. BUILDING

The Lessee shall not commence or permit the erection construction reinstatement or making of any structure building or improvements of any structural nature nor alter or extend or permit to be altered any structure building or improvement of a structural nature so erected on the Leased Area without first supplying the Lessor with details plans and specifications thereof and obtaining the written approval of the Lessor and in no case shall the Lessor approve the erection of any building or structure that will interfere with the use and enjoyment of the Leased Area for the purposes herein specified or that will be used or occupied for any purpose inconsistent with the purposes herein specified. If approval as aforesaid is obtained then the Lessee shall commence the erection of such building or structure and shall thereafter, in a proper and workmanlike manner and without any undue delay, carry on to complete the same and when completed any such building or structure shall be used only for the purposes herein specified.

13. REMOVAL OF BUILDINGS AND PLANTS

- 13.1 Subject to the development work to be carried out in terms of the Plans and Specifications the Lessee shall not at any time pull down or remove any buildings or structures erected on the Leased Area (other than buildings or structures erected at the expense of the Lessee) nor shall the Lessee cut down or destroy any trees or shrubs growing on the Leased Area without the prior written consent of the Lessor in each case first had and obtained (which consent may be withheld or granted in the unfettered discretion of the Lessor).
- 13.2 Notwithstanding anything to the contrary elsewhere contained herein the Lessor may on termination, surrender or otherwise of the within lease require the Lessee to remove all or some of the buildings or other improvements of a structural nature from the Leased Area and upon receipt by the Lessee of a notice in writing from any responsible officer of the Lessor of its requirements the Lessee shall within a reasonable time to be specified therein remove all of the said buildings and improvements specified by the Lessor with all reasonable speed or may require any

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incoming Lessee of the Leased Area to pay to the Lessee the value of the said buildings or improvements AND the Lessee shall yield and deliver up the Leased Area and all buildings and improvements to remain thereon in good clean and substantial order condition and repair fair wear and tear or damage by fire earthquake tempest or other inevitable accident alone excepted.

14. NO COMPENSATION ON TERMINATION

On termination of this lease by effluxion of time, surrender, breach of conditions or otherwise the Leased Area together with all improvements thereon shall revert to the Lessor without any compensation whatsoever being payable to the Lessee by the Lessor.

15. ADVERTISING

The Lessee shall not erect on or paint on or affix to or otherwise display upon the Leased Area or buildings or structures thereon any advertising material or notices except with the prior written consent of the Lessor in each case first had and obtained, which consent will not be unreasonably withheld in the case of signs directly related to the purposes herein specified.

16. ACTS, REGULATIONS AND BY-LAW

The Lessee shall comply in all respects with all Acts, Regulations and By-Laws, (including requisitions made thereunder and Town Planning Ordinances) in force from time to time in the district in which the Leased Area is situated so far as they relate to the Leased Area and the buildings and structures erected thereon and the Lessee's use thereof.

17. ENTER AND VIEW

- 17.1 Any person authorised by the Lessor may at all reasonable times enter upon the Leased Area or any part thereof or any building erected thereon and view and inspect the same and upon receipt by the Lessee of a notice in writing from any responsible officer of the Lessor of any defect for which the Lessee is responsible under this Lease apparent within the Leased Area or want of repair of any building or other improvement thereon requiring the Lessee within a reasonable time to be therein specified for repairing the same and the Lessee shall with all reasonable speed cause the defect to be remedied and/or the repair to be made.
- 17.2 If default shall be made by the Lessee in the due and punctual compliance with any repair notice given pursuant to the immediately preceding clause then without prejudice to the Lessor's other rights and remedies herein expressed or implied the Lessor shall without suit or further notice be entitled directly or by the Lessor's agents servants and contractors with all necessary equipment and material at all reasonable times to enter upon the Leased Area to execute such works as may be specified in such notice and all moneys expended by the Lessor by reason of the default of the Lessee hereunder shall be payable by the Lessee to the Lessor upon demand.
- 17.3 The Lessee shall permit the Lessor and the Lessor's agents servant and contractors at all reasonable times and upon reasonable notice to enter into and upon the Leased Area to carry out repair to the Leased Area and to install inspect renew or replace any services where the same are not the responsibility of the Lessee hereunder all such

repairs inspections and work to be carried out with the least possible inconvenience to the Lessee.

18. INDEMNITY

The Lessee shall not do or cause or suffer or permit to be done on the Leased Area anything that may prejudice the Lessor in its tenure or control of the land or render the Lessor liable to any action claim demand or proceedings whatsoever and the Lessee will indemnify the Lessor against any loss or damage arising out of any such action claim demand or proceedings aforesaid.

19. PUBLIC LIABILITY INSURANCE

The Lessee shall take out and keep in full force and effect at all times a public liability insurance policy with an insurance company approved by the Lessor to indemnify the Lessor from all claims against damage to property arising in relation to the Leased Area for a sum not less than \$1,000,000.00 or such other sum as shall be nominated from time to time by the Lessor.

20. FIRE INSURANCE

20.1 Subject to clause 20.2 the Lessee "will insure" within the meaning ascribed to those words in the Fourth Schedule of the Land Transfer Act 1952 in the joint names of the Lessor and the Lessee and will deposit with the Lessor every such policy of insurance and produce to it the receipt or receipts for the annual or other premiums payable on account thereof and all moneys received pursuant to any such insurance shall be firstly expended in or towards the repair reinstatement and re-erection of the structures buildings or improvements of a structural nature on the Leased Area destroyed or damaged and if all or any part of the moneys received are not used in the aforesaid manner then disbursement shall be paid to the Lessee.

20.2 The amount of cover under the insurance policy to be held by the parties under clause 20.1 shall be on the basis of reinstatement of all improvements on the Leased Area determined by an annual certificate of valuation.

21. ADMISSION

21.1 The Lessee will ensure that the Leased Area is open for the general public to use in terms of this Lease as a golf course as a minimum from 7.00 am to 6.00 pm seven days a week except Christmas Day and during periods of development or maintenance or when weather conditions or the condition of the Golf Course dictate otherwise.

21.2 Charges for the use of the golf course by the general public shall be set from time to time by agreement between the Lessor and the Lessee. The charges to be based on the usual casual green fees charged by public and private golf courses in and about the greater Auckland area.

22. PUBLIC ACCESS

- 22.1 It shall be lawful for any person to use the facilities on the Leased Area subject to that person paying the green fee and abiding by the provisions of para 22.3 and any bylaws in connection with the use of the Leased Area as a public golf course.
- 22.2 Subject to abiding by the provisions of para 22.3 and any bylaw in connection with the use of the Leased Area any member of the public may without charge use the Leased Area for pedestrian purposes.
- 22.3 Members of the public may use the Leased Area on the following conditions:
- (a) they shall conduct and behave themselves in an orderly and seemly manner and not hinder or obstruct the activities of the Lessee or other users of the Leased Area;
 - (b) they shall be suitably attired and shod;
 - (c) they shall not bring or allow to be brought pets, dogs or animals on to the Leased Area; and
 - (d) they shall abide by any reasonable rules which may be set by the Lessee and approved by the Lessor relating to behaviour and administration of the Leased Area as a golf course.

23. DEFAULT

If the Lessee shall make default in payment of the payments reserved in Clause (2) hereof on the days upon which the same fall due or in case of the breach by the Lessee of any of the terms and conditions herein contained or implied being continued for the space of THIRTY (30) days after notice in writing stating the nature of such breach shall have been given by the Lessor to the Lessee it shall be lawful for the Lessor to determine these presents PROVIDED HOWEVER that such determination shall not release the Lessee from its liability in respect of any moneys owing to the Lessor or of any preceding breach of the said terms and conditions.

24. IMPLIED PROVISIONS

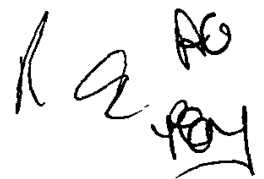
The covenants and provisions implied in Memoranda of Lease by virtue of the Property Law Act 1952 and the Land Transfer Act 1952 where inconsistent with or repugnant to the terms herein shall not be implied herein and are hereby expressly negatived, but further and otherwise such covenants, powers and provisions shall be implied herein.

25. COSTS

The Lessee shall pay all legal costs and expenses in respect of the preparation, completion, stamping of this Lease and all costs incurred by the Lessor in exercising any rights and remedies hereunder exercisable by reason of any default by the Lessee hereunder

26. RIGHT OF FIRST REFUSAL

- 26.1 Subject to the conditions precedent in clause 26.6, the Lessee shall have the first right to negotiate a lease of the Leased Area.

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- 26.2 The new lease is intended to take effect from and after the date of termination of the term contemplated herein.
- 26.3 the Lessee shall exercise the right given to it by this clause by giving the Council written notice ("the Lessee's Notice") of the Lessee's intention to seek a new lease four (4) months prior to the date of termination.
- 26.4 Upon receipt of the Lessee's Notice and at a date not less than three (3) months prior to the date of termination of the term of this lease the Council shall notify the Lessee whether or not it is prepared to offer a new lease and if so the terms and conditions upon which it is prepared to grant such a new lease.
- 26.5 In order to effectively exercise its rights contained in this clause, the Lessee having been notified of the Lessor's terms and conditions must signify in writing to the Lessor the Lessee's acceptance of such terms and conditions by a date not later than one (1) month prior to the termination of the term of this lease. Failure to notify such acceptance by that date shall ipso facto terminate any rights relating to a new lease herein contained.
- 26.6 The conditions precedent to the Lessee's right under this clause 26 are:
- (i) the Lessee shall have duly and punctually paid the rentals reserved by this lease up to the termination of the term hereby granted, and
 - (ii) the Lessee shall have well and faithfully observed and performed and complied with all the other covenants stipulations and agreements on the part of the Lessee (whether expressed or implied herein), and
 - (iii) the Lessor wishes to continue with the use of the Leased Area as a public Golf Course and not manage the Golf Course itself.
- 26.7 If the Lessor wishes to manage the Golf Course under clause 26.6(iii) but within two years of the end of this Lease wishes to lease the Golf Course to a third party, the Lessor shall first offer such a lease to the Lessee in terms of this clause 26.
- 26.8 In the event of the parties entering into a fresh lease such lease shall not contain a clause to the like effect of this clause 26.

27. ARBITRATION

Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any matter arising under this Lease which cannot be settled amicably and in good faith between the parties shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1908 and its amendments or any enactment passed in substitution therefor and the parties' execution of this Lease shall be deemed sufficient submission to arbitration provided that no matter shall be referred to arbitration under this provision when the Lessor has a statutory duty under the Reserves Act 1977, Local Government Act 1974, Resource Management Act 1991 or any other act to determine that matter in its capacity as a local authority.

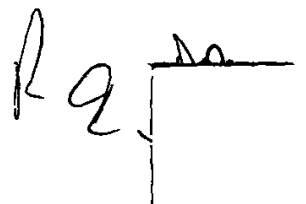
28. GUARANTEE

- 28.1 The Guarantor hereby unconditionally guarantees the payment to the Lessor of the rental (both minimum annual rent and percentage rent) reserved under this lease and

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the performance and observance of all the covenants and stipulations contained and implied in this lease and on the part of the Lessee to be performed and observed.

- 28.2 Although as between the Lessee and the Guarantor, the Guarantor is only guarantor for the Lessee, nevertheless as between the Guarantor and the Lessor the Guarantor shall be deemed and taken to be the principal obligee to the Lessor for the payment of the rental reserved under this lease and for the performance and observance of all the covenants and stipulations contained or implied in this lease and on the part of the Lessee to be performed and observed.
- 28.3 The Guarantor shall not be released from liability by reason of time being given to the Lessee or by any forbearance act or omission whereby the Guarantor would be released but for this provision and this guarantee shall be and remain a continuing guarantee until payment of all rent to become payable and until performance of all covenants on the Lessee's part contained and implied in this lease.
- 28.4 As between the Guarantor and the Lessor, the 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 Guarantor were primarily liable therefor.
- 28.5 Payment of any moneys under this guarantee by the Guarantor shall not entitle the Guarantor to exercise any of the Lessor's rights under the lease by way of subrogation.
- 28.6 This guarantee shall continue to be binding upon the Guarantor and the Guarantor's executors administrators or successors and assigns and shall at all times be enforceable notwithstanding the winding up, liquidation, dissolution, death or bankruptcy of the Lessee or of the Guarantor.
- 28.7 As a separate and independent stipulation the Guarantor hereby further agrees that all sums of money not recoverable from the 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 Guarantor as sole or principal debtor.
- 28.8 The Guarantor agrees that the Lessor shall not be obliged to give the Guarantor copies of any notice served by the Lessor on the Lessee pursuant to this lease or of any breach by the Lessee of his obligations under this lease and that nevertheless the Guarantor shall be and remain liable in respect of any such breach by the Lessee.
- 28.9 The Guarantor agrees that the Lessor and the Lessee may agree upon or otherwise fix any reviewed rental pursuant to the provisions of this lease for review of rental without notice to or reference to the Guarantor and the obligations of the Guarantor shall extend to and include any reviewed rental as so agreed or fixed.
- 28.10 Where more than one Guarantor is named the expression the Guarantor shall extend to include all those named and each of them shall be jointly and severally liable for all the obligations of the Guarantor whether expressed or implied.



AND THE LESSEE DOTH HEREBY ACCEPT this lease of the Leased Area to be held by the Lessee as tenant and subject to the conditions restrictions and covenants above set forth.

Dated this Sunday of April 1995

THE COMMON SEAL of THE NORTH SHORE CITY COUNCIL
was hereunto affixed in the presence of:

[Signature] (Deputy) Mayor

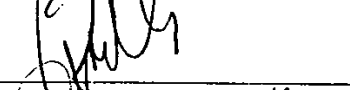
[Signature] City Secretary



SIGNED by ULTRA
GOLF ENTERPRISES LIMITED by



Director



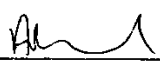
Dee K
Secretary



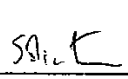
Witness to the above signatures

JACQUELINE LEE SIBBALD, LL.B.

Name of witness

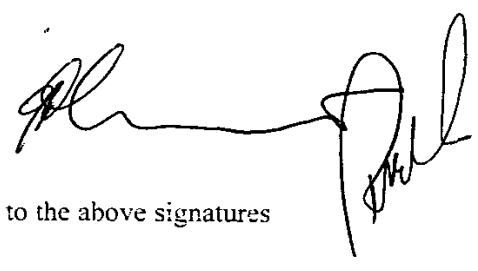


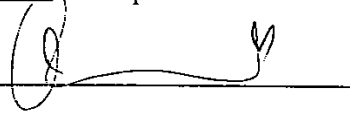
Address of witness



Occupation of witness

SIGNED by RICHARD ELLIS
and JOHN GRAHAM THOMAS
TEDCASTLE in the presence of:

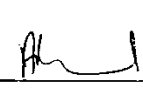




Witness to the above signatures

JACQUELINE LEE SIBBALD, LL.B.

Name of witness



Address of witness

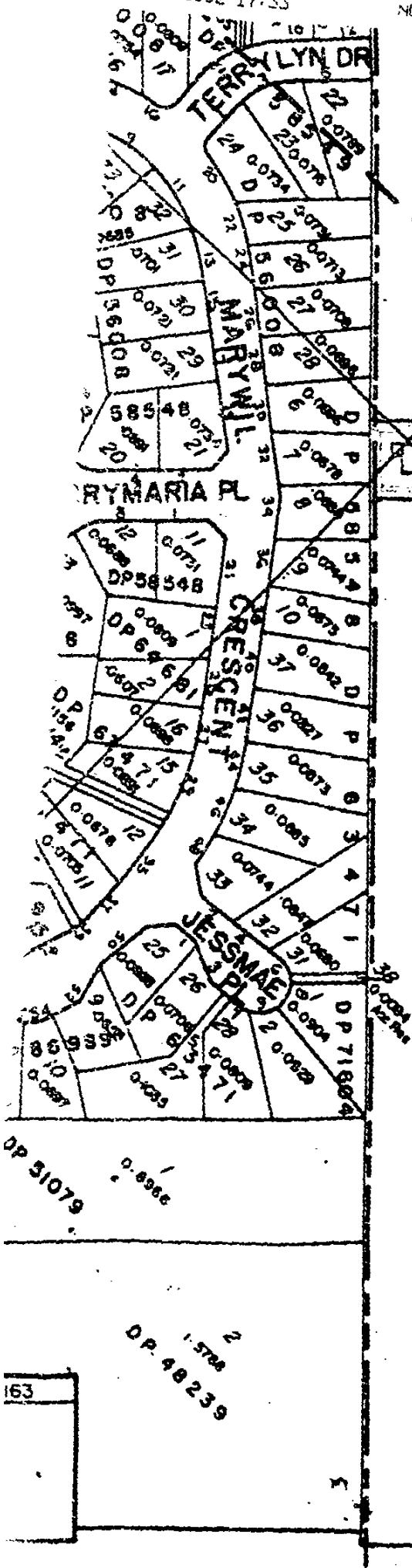


Occupation of witness

SCHEDULE

1. All that parcel of land containing 42.9417 ha more or less being Lot 1 on Deposited Plan 150598 and being all the land comprised and described in Certificate of Title 92B/923 (North Auckland Registry).
2. All that parcel of land containing 7084m² more or less being Lot 8 on Deposited Plan 150598 and being all the land comprised and described in certificate of title 92B/930 (North Auckland Registry)

Both the above parcels of land being subject to Certificate C.620323.1, Resolution C.570490.2, Part IV A Conservation Act 1987 and Section 11 Crown Minerals Act 1991.



Golf Course Dwelling

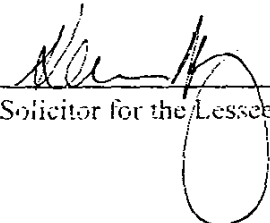
VIII
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[Handwritten signatures and initials]

ULTRA ENTERPRISES
The Company
of

*Registered in
triplicate*

Correct for the purposes of the Land
Transfer Act 1952


Solicitor for the Lessee

MEMORANDUM OF LEASE

SIMPSON GRIERSON BUTLER WHITE
SOLICITORS
AUCKLAND


AK943473.486

*to Whangarei S.F.E. in the
limited for a term of 33
years from 20 February 1992*

9289 923, 930

2.34 27.JUL.95 C8707631.3

PARTICULARS ENTERED IN REGISTER
LAND REGISTER, AUCKLAND
ASST. LAND REGISTRAR





View Instrument Details

Instrument No 8428035.1
Status Registered
Date & Time Lodged 26 February 2010 09:57
Lodged By Prew, Alister Ross
Instrument Type Bond under Local Government Act 1974 or Resource Management Act 1991



| | |
|------------------------------------|----------------------|
| Affected Computer Registers | Land District |
| 71418 | North Auckland |

Annexure Schedule: Contains 6 Pages.

Signature

Signed by Alister Ross Prew as Territorial Authority Representative on 26/02/2010 09:56 AM

*** End of Report ***

GUARANTEED BOND

Between

NORTH SHORE TAKAPUNA GOLF LIMITED

and

ASB BANK LIMITED

and

THE NORTH SHORE CITY COUNCIL

D0911016arp

SIMPSON WESTERN
LAWYERS
AUCKLAND
NEW ZEALAND



THIS DEED dated 21st December 2009

BETWEEN NORTH SHORE TAKAPUNA GOLF LIMITED (Lessee)
AND ASB BANK LIMITED (Guarantor)
AND THE NORTH SHORE CITY COUNCIL (Council)

BACKGROUND

- A** The Council has granted the Consent under the Act to the Lessee for the removal of two protected Swamp Cypress trees growing within the netted area of the Takapuna Golf Club Driving Range on Council Reserve at A.F. Thomas Park.
- B** It is a condition of the Consent that the Lessee enter into this bond for the implementation and on-going maintenance of the outstanding landscaping works required under land use consent LL-2120484.

WITNESSES AS FOLLOWS:

1. INTERPRETATION

In this deed unless the context indicates otherwise:

1.1 Definitions:

- "Act" means the Resource Management Act 1991;
- "Approved Landscape Plan" is the plan required under the Consent;
- "Bond Sum" means fifteen thousand dollars (\$15,000.00) including GST;
- "Consent" means the land use consent number LL-2120484 granted by the Hearing Commissioners on 24 March 2005;
- "Council" means The North Shore City Council and includes its successors and, where appropriate, its officers and agents;
- "Land" means the land leased by the Lessee from the Council under the Lease;
- "Lease" means memorandum of lease C.8707633, in respect of the land known as Takapuna Golf Course, described in the Lease
- "Lessee" means the person named as the Lessee in this deed and includes the Lessee's successors and assigns; and
- "Works" means any works required by the Approved Landscape Plan and work necessary to ensure that the planting is maintained in good health to establishment to the Council's satisfaction including any replacement planting



and maintenance that may be necessary in respect of any planting that does not become established;

- 1.2 **Defined Expressions:** expressions defined in the main body of this deed have the defined meaning in the whole of this agreement including the background;
- 1.3 **Headings:** section, clause and other headings are for ease of reference only and do not affect this deed's interpretation;
- 1.4 **Joint and Several Liability:** an obligation by two or more persons binds those persons jointly and severally;
- 1.5 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.6 **Parties:** references to parties are references to parties to this deed;
- 1.7 **Plural and Singular:** words importing the singular number include the plural and vice versa;
- 1.8 **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- 1.9 **Schedules:** the schedules to this deed and the provisions and conditions contained in these schedules have the same effect as if set out in the body of this deed;
- 1.10 **Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this deed's sections, clauses and schedules; and
- 1.11 **Statutes and Regulations:** references to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

2. BOND

The Lessee is bound to make payment of the Bond Sum to the Council if the Lessee does not observe the condition in clause 3.

3. CONDITION

This bond will be void 3 years after the Council has completed the Works to its satisfaction and been paid all of the costs of its doing so by the Lessee but otherwise this bond will remain in full force and effect. The Lessee may apply to the Council for the release of up to 50% of the bond upon completion of the initial planting required under the Consent with the balance being retained to cover the costs of maintenance and any replacement planting necessary during that 3 year period.

4. PAYMENT AND RECOVERY

If the Lessee does not pay the Council for the cost of the completion of the Works once the Council has issued the Lessee with an account the Lessee must make payment of the Bond Sum to the Council without any set-off, deduction or counterclaim by the

Lessee immediately the Lessee receives a written demand from the Council, and the Council may recover the Bond Sum from the Lessee as liquidated damages.

5. POWERS OF THE COUNCIL TO CARRY OUT WORKS

The Council may at any time and without notice by its officers, agents or contractors:

- 5.1 enter the Land to carry out the Works once any matters that need to be completed before the Works are carried out has been completed;
- 5.2 carry out any of the Works or any remedial works as the Council considers fit to ensure that the Works are completed satisfactorily.

6. COSTS

The Lessee must pay the Council's legal costs (on a solicitor and own client basis) for the preparation, execution and enforcement of this Bond and its release.

7. ADDITIONAL POWERS

This Bond is given under sections 109 and 222 of the Act and the Council has the additional powers of a consent authority under those sections. The Council's other statutory rights and powers are not affected by this deed.

8. INDEMNITY

The Lessee must indemnify the Council for any loss, damage or cost (including consequential loss) incurred by the Council as a result of any fault of the Lessee or the Lessee's employees or agents during the time the Council is carrying out the Works.

9. LESSEE NOT RELEASED

The Lessee will not be released from any liability under this Bond by any delay, extension of time, forbearance or waiver by the Council, or by any failure or neglect by the Council to enforce the Lessee's obligation to pay for the carrying out of any of the Works.

10. GUARANTEE

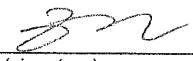
- 10.1 The Guarantor guarantees payment of the Bond Sum to the Council, immediately on the first written request and without condition or proof.
- 10.2 The guarantee in clause 10.1 is a guarantee of payment of the Bond Sum only and is not a guarantee of anything else in this deed.
- 10.3 The Guarantor's obligation under clause 10.1 is a principal obligation and not an obligation merely as a surety.
- 10.4 This guarantee will not be affected by the following:
 - 10.4.1 the winding up, liquidation, dissolution or insolvency of the Lessee or the Guarantor;
 - 10.4.2 any delay, extension of time, forbearance or waiver by the Council, or by any failure or neglect by the Council to enforce any of the Works;



- 10.4.3 any variation or partial release of the bond or other dealings between the Council and either the Lessee or the Guarantor or any other person;
- 10.4.4 any alteration in the Works which might, in the absence of this clause, release the Guarantor; or
- 10.4.5 any other thing which would release the Guarantor as a surety only.
- 10.5 Subject to clause 10.6, this guarantee will remain in full force until the Guarantor has been released under seal of the Council from liability under this Bond.
- 10.6 Despite the above the Guarantor has the right to pay the Council the Bond Sum less any amount previously paid on account of the Bond Sum or a lesser sum as specified by the Council. On payment of that sum, the liability of the Guarantor under this Bond immediately ends. Amounts paid to the Council under this paragraph will be held by the Council as security for the Works.

EXECUTED as a deed the 2^{1st} day of December 2009

SIGNED on behalf of NORTH SHORE TAKAPUNA GOLF LIMITED by its authorised director(s):



Director (signature)

Seung Ho Hwang

Full Name of Director



Director (signature)

Hyounggon Lee

Full Name of Director

Witness to signature:


Signature of witness

Hyunglok BAEK

Name of witness

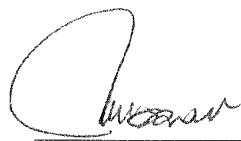
Admin Manager

Occupation

62 Nigel Rd, Browns Bay, Auckland

City/town of residence

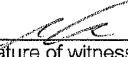
SIGNED on behalf of ASB BANK LIMITED by



(signature)

Ingrid Vanessa Maxwell
of Auckland, in New Zealand
Manager, Loan Documentation
ASB BANK LIMITED

Full Name of Signatory

Witness to signature:


Signature of witness

MICHAEL CROMBACH

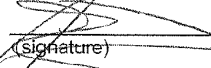
Name of witness

BANK OFFICER

Occupation

Auckland

City/town of residence



(signature)

Full Name of Signatory

Brenda Anne Waters
of Auckland, in New Zealand
Manager, Loan Documentation
ASB BANK LIMITED



BOND SUMMARY

LOCATION OF PROPERTY: R21 Northcote Road, Wairau Valley, North Shore
City 0627

COUNCIL FILE REFERENCE: LX-2130232 and LL-2120484

WORKS: Implementation and on-going maintenance of
landscaping.

BOND SUM: \$15,000 including Goods and Services Tax





View Instrument Details

| | |
|-------------------------------|--|
| Instrument Type | Caveat against dealings with land under Section 138 Land Transfer Act 2017 |
| Instrument No | 12442723.1 |
| Status | Registered |
| Date & Time Lodged | 04 May 2022 15:34 |
| Lodged By | Vuleta, Carolyn Francis |

| Affected Records of Title | Land District |
|----------------------------------|----------------------|
| NA92B/923 | North Auckland |
| NA92B/925 | North Auckland |
| NA92B/926 | North Auckland |

Registered Owner
Auckland Council

Caveator
Vector Limited

Estate or Interest claimed

An equitable easement agreement created by an easement agreement dated 22 January 2021 between the Caveator as Grantee and the Registered Owner, Auckland Council, as Grantor.

Notice

Take notice that the Caveator forbids the registration of any instrument, or the recording of any matter in the register that transfers, charges, or prejudicially affects the estate or interest protected by this caveat until this caveat is withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of section 143 of the Land Transfer Act 2017.

Address for Service of Caveator

Vector Limited (345267-1424)
C/- Tompkins Wake
PO Box 258
Hamilton
New Zealand
3240

Address for Registered Owner

Auckland Council
C/- Auckland Council
Private Bag 92300, Victoria Street West
Auckland
New Zealand
1142



View Instrument Details

Caveator Certifications

I certify that I have the authority to act for the Caveator and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied 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 the prescribed period

Signature

Signed by Elijah T Huanui Tamati as Caveator Representative on 04/05/2022 09:34 AM

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



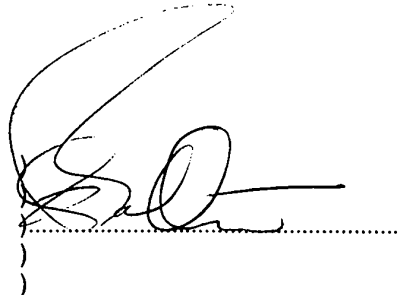
NORTH SHORE CITY COUNCIL

I, Stanley Desmond Bolton, Chief Subdivisions Officer of the North Shore City Council hereby certify that the following resolution was passed at a meeting held on 11 February 1994.

That the Surveyors be advised:

- A. That the application has been dealt with as a controlled activity not requiring public notification or the consent of other parties.
- B. That subdivision consent is hereby granted pursuant to Section 105 of the Resource Management Act 1991 for the application on Plan No. T2048 now DP 150598 showing Lots 1-8 being a subdivision of Allots 666, 556, 607, 482 and Pt Allots 483 and 103 Takapuna Parish.
- C. That the Survey Plan of the subdivision is hereby approved pursuant to Section 223 of the Resource Management Act 1991.
- D. 1) That the Council is satisfied pursuant to Section 321(3)(b) of the Local Government Act 1974 that the allotments to be sold are not intended to be used as sites for dwelling houses, and the Council hereby resolves on that ground that sub-section (1) of Section 321 of the Local Government Act 1974 shall not apply.

Signed by Stanley Desmond Bolton, Chief Subdivisions Officer of the North Shore City Council on behalf of, and by the authority of the said Council under Section 252(1)(a) of the Local Government Act 1974.



(C321)

2.27 22.FEB94 C 570490.2

ARTICLE
AND REGION
ASSISTANT



C620323.1 C37

TO: The District Land Registrar
Land Registry Office
AUCKLAND

THE NORTH SHORE CITY COUNCIL HEREBY CERTIFIES that the certificates of title in the name of LANDCORP INVESTMENTS LIMITED being the certificates of title to those parcels of land more particularly described in the schedule hereto are required to be noted with a memorial pursuant to section 37 of the Building Act 1991 for the purposes of complying with a condition imposed under subsection (1) of section 37 of the said Act, namely:

"That except with the prior consent of THE NORTH SHORE CITY COUNCIL none of the allotments described in the schedule hereto shall be transferred or leased except in conjunction with the others."

DATED this 30th day of June 1994

SCHEDULE

1. All that parcel of land containing 7084 square metres more or less being Lot 8 Deposited Plan 150598 comprised in Certificate of Title 92B/930 (North Auckland Registry)

SUBJECT TO:

- (a) DPL embodied in Register No. 6A/1386
- (b) Resolution C.570490.2.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Paul Antony James SCOTT of Napier, Consultant

HEREBY CERTIFY -

1. **THAT** by Deed dated the 27th day of April 1989 copies of which are deposited in the Land Registry Offices at -
 - AUCKLAND** (North Auckland Registry) and there numbered C001437.
 - BLenheim** (Marlborough Registry) and there numbered 146773.1.
 - CHRISTCHURCH** (Canterbury Registry) and there numbered 804898/1.
 - DUNEDIN** (Otago Registry) and there numbered 730368/1.
 - GISBORNE** (Poverty Bay Registry) and there numbered 174826.1
 - HAMILTON** (South Auckland Registry) and there numbered H878068.2
 - HOKITIKA** (Westland Registry) and there numbered 082408.
 - INVERCARGILL** (Southland Registry) and there numbered 163397.2.
 - NAPIER** (Hawke's Bay Registry) and there numbered 511491.1.
 - NELSON** (Nelson Registry) and there numbered 289066.1.
 - NEW PLYMOUTH** (Taranaki Registry) and there numbered 360964.1.
 - WELLINGTON** (Wellington Registry) and there numbered B007299.1.

LANDCORP INVESTMENTS LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. **THAT** at the date hereof I was a Consultant of **LAND CORPORATION LIMITED** at Wellington.
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 **LANDCORP INVESTMENTS LIMITED** or otherwise.

SIGNED at Napier this 30th
day of June 1994

Paul Scott

2. All that parcel of land containing 42.9417 hectares more or less being Lot 1 Deposited Plan 150598 comprised in Certificate of Title 92B/923 (North Auckland Registry)

SUBJECT TO:

(a) DPL embodied in Register No. 6A/1386

(b) Resolution C.570490.2.

[Handwritten signature]

SIGNED by THE NORTH SHORE
CITY COUNCIL by its)
Chief Executive Officer)
KEVEN LIONEL TATE)
pursuant to the authority)
conferred by section 252 of)
the Local Government Act 1974)

SIGNED by
~~THE NORTH SHORE CITY COUNCIL~~ LANDCORP
INVESTMENTS LIMITED ~~was~~
~~of the City of Auckland~~
by its Attorney
Paul Antony James Scott
in the presence of:

LANDCORP INVESTMENTS LIMITED
by its Attorney

[Handwritten signature]

Witness: *[Handwritten signature]*
Occupation: *[Handwritten text]*
Address: *[Handwritten text]*

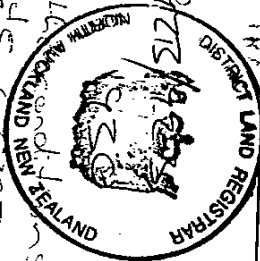
CERTIFICATE UNDER
SECTION 37 OF THE
BUILDING ACT 1991

LANDCORP INVESTMENTS LIMITED

THE NORTH SHORE CITY COUNCIL

2.57 01 JUL 94 C 620323.1F

~~ARTICLE 10
AND REGISTRATION
DISTRICT LAND REGISTRY~~



Subject to Landcorp's specifications
in certificate C 620323.1 pursuant
to section 37 of the Building Act
1991 (also see...)

SIMPSON GRIERSON BUTLER WHITE
SOLICITORS
AUCKLAND

D.T.
ALR





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier **NA92B/924**
Land Registration District **North Auckland**
Date Issued 22 February 1994

Prior References
NA88C/240

Estate Fee Simple
Area 3.9470 hectares more or less
Legal Description Lot 2 Deposited Plan 150598
Purpose Local purpose (Community Buildings)
reserve

Registered Owners
Auckland Council

Interests

Deferred Payment Licence embodied in Register NA6A/1386
Subject to Section 11 Crown Minerals Act 1991
Subject to Part IV A Conservation Act 1987
C570490.2 Certificate pursuant to Section 321(3)(b) Local Government Act 1974 - 22.2.1994 at 2.27 pm
Subject to an electricity easement in gross) over part marked A on DP 324678 in favour of Vector Limited created by
Easement Instrument 5840493.1 - 16.12.2003 at 9:00 am

LT 324678 (Title Plan)
 Open to Public Inspection
 Date of Issue: 16/11/2003
 No. 10541927



LEGAL ROAD
GOLDFIELD ROAD
 18.72m WIDE & OVER

11
 DP 70807

4
 DP 70807

5
 DP 70807

2
 DP 150598
 C.T. 132C/853

1
 DP 150598

Pt ALLOT 103
 Psh OF TAKAPUNA
 SO 950

LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK. 6 DIST.
 NZMS 261 SHT RECORD MAP No

EASEMENT OVER LOT 2 DP 150598

TERRITORIAL AUTHORITY NORTH SHORE CITY
 Surveyed by CKL SURVEYS LTD D3097
 Scale 1:250 Date JUNE 2003

APPROVED: 14/11/03 10:00 AMZ FORM 015

Approvals

| SCHEDULE OF PROPOSED EASEMENT IN GROSS | | | |
|--|-------|-------------------|-------------------------|
| PURPOSE | SHOWN | SERVIENT TENEMENT | GRANTEE |
| ELECTRICITY CABLE, ACCESS & SUPPLY | (A) | LOT 2 DP 150598 | UNITED NETWORKS LIMITED |

GEODETIC DATUM 1949
 CLASS SURVEY

Total Area

Composed in 92B/924

I, WARREN BRUCE DUNN being a person entitled to practise as a Licensed Cadastral Surveyor, certify that 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 2002/72. (b) This dataset is accurate, and has been created in accordance with that Act and these Rules.

Signature: Warren Bruce Dunn Date: 17/11/03

Field Book: p. Reference Plans: DP 206336 DP 150598 DP 7087

Examined: Correct.

Approved as to Survey by Land Information NZ on

21.7 2003

Deposited by Land Information NZ on

16/12 2003

File

Instructions

DP 324678

3397 C1

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

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

EI 5840493.1 Easemen

Cpy - 01/01.Pgs - 007,16/12/03,11:39

Land registration district

NORTH AUCKLAND



DocID: 311203310

Grantor

Surname(s) must be underlined or in CAPITALS.

NORTH SHORE CITY COUNCIL as a local purpose (Community Buildings) reserve under the Reserves Act 1977

Grantee

Surname(s) must be underlined or in CAPITALS.




VECTOR LIMITED

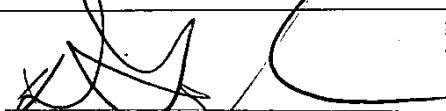
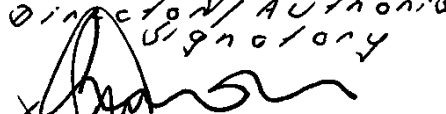
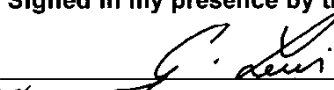
Grant* of easement or profit à prendre or creation or covenant

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

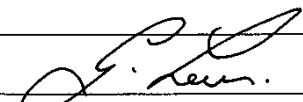
Dated this 11th day of December 2003

Attestation

| | | |
|--|--|---|
|  Deputy Mayor  City Secretary |  | Signed in my presence by the Grantor |
| | | Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address |
| Signature [common seal] of Grantor | | |

| | | |
|--|--|---|
|  Director/Authorised Signatory  Director/Authorised Signatory |  | Signed in my presence by the Grantee |
| | | Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name GAIL LEWIN Occupation Solicitor Address AUCKLAND |
| Signature [common seal] of Grantee | | |

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


[Solicitor for] the Grantee

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

Annexure Schedule 1



Easement instrument

Dated

[]

Page

1

of

6

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) |
|--|----------------------------|-----------------------------------|---|
| Electricity easement | A on Deposited Plan 324678 | NA92B/924 | In gross |

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].~~

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

[Handwritten signatures and initials]

Annexure Schedule

Insert type of instrument

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

Easement Instrument

Dated

Page

2

of

6

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Grantee"

On 1 July 2003 UnitedNetworks Limited amalgamated with certain other companies pursuant to Part XIII of the Companies Act 1993 to form VECTOR Limited. In accordance with section 225 of the Companies Act 1993, VECTOR Limited succeeds to all rights, powers and privileges of UnitedNetworks Limited, including the benefit of the easements shown on Deposited Plan 324678. The requirement of the North Shore City Council that the easements shown in the Memorandum of Easements on that Plan be created in favour of UnitedNetworks Limited will be met if the easements are created in favour of VECTOR Limited.

Continuation of "Easements or profits a pendre rights and powers (including terms, covenants, and conditions)"**1. DEFINITIONS**

1.1 In this instrument unless the context indicates otherwise:

"Easement Area" means the area marked "A" on Deposited Plan 324678;

"Electric Cable" means two 33 kv circuits each comprising three cables, two supervisory cables and pvc ducting, buried to a depth of between 600 mm and 900 mm beneath the surface of the Easement Area;

"Lessee" means the lessee from time to time of the Servient Tenement, which at the time of the granting of the easement is the North Shore Events Centre Trust Board; and

"Grantee's Rights" means the rights of the Grantee under this Easement Instrument and any statutory or regulatory rights and obligations.

2. GRANT OF ELECTRICITY EASEMENT

2.1 The Grantor grants to the Grantee as an easement in gross in perpetuity the right (in common with Grantor and all others having the like right) to convey electricity without interruption or impediment (except during any periods of renewal and/or repair) by means of electric cable to be laid below the surface of and through the soil of the Easement Area being an electrical installation or works as defined in section 2 of the Electricity Act 1992

2.2 The Grantee has the right to:

2.2.1 install, add to, upgrade, inspect, repair, maintain, replace, substitute, retain and operate the Electric Cable in the Easement Area;

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 Instrument

Dated []

Page 3 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

2.2.2 subject to clauses 3.1, 3.2 and 3.3, enter and remain for a reasonable time on the Easement Area (and any part of the Servient Tenement as is reasonably necessary in the circumstances) with machinery or equipment and (if approved by the Grantor or Lessee under clause 3.3) vehicles for the purpose of exercising the Grantee's rights.

3. ACCESS AND REPAIR OF DAMAGE

3.1 The Grantee may for the purpose of complying with or exercising the Grantee's Rights enter and remain on the Servient Tenement for a reasonable time, provided that, in case of routine maintenance, the Grantee will first obtain the approval of the Lessee, provided that the Lessee cannot withhold consent but may impose reasonable conditions on the Grantee's entry onto the Servient Tenement.

3.2 Any damage or disturbance to the Servient Tenement that is caused by the Grantee or any person under the Grantee's control or direction must be made good promptly by the Grantee to the reasonable satisfaction of the Grantor or Lessee. This includes restoring the surface of the Servient Tenement and replacing damaged turf, plants, sealed asphalt, bark or other surfacing so as to leave the Servient Tenement in at least as good a condition as it was in prior to the damage or disturbance occurring. Subject to clause 5 of this Easement Instrument, on no account may any existing trees be damaged or disturbed.

3.3 The Grantee may not, without the prior consent of either the Grantor or Lessee, at any time store material or equipment on the Servient Tenement, or park or leave vehicles on the Servient Tenement. Any such materials or equipment may be removed by the Grantor or the Lessee, and any such vehicles may be towed away by the Grantor or the Lessee, in both cases at the cost of the Grantee.

3.4 If the Grantee fails to comply with any of its obligations under this instrument for a period of seven (7) days after the Grantor notifies the Grantee in writing of the default, the Grantor or the Lessee may arrange to remedy the default at the cost of the Grantee.

4. OWNERSHIP

The Electric Cable will at all times remain vested in the Grantee and no person, company or other party has an interest in the Electric Cable by reason only of having an interest in the Servient Tenement.

5. TREES

5.1 The Grantee may, with the consent of the Grantor not to be unreasonably withheld, for the purpose of complying with any obligations or exercising any right under this Easement Instrument transplant any trees which become established on the Easement Area. The Grantee will replace any tree which does not survive the transportation.

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 Instrument

Dated []

Page 4 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

5.2 The Grantee will, at its known cost, obtain all relevant consents and approvals for the transplanting of trees.

5.3 The Grantor may, at its own costs, relocate the existing staywires supporting the 110 kv pole to within the Easement Area.

6. RELOCATION OF EASEMENT

6.1 The Grantee will, upon receiving a written notice from the Grantor, relocate the Electric Cable and Easement Area to another location on the Servient Tenement identified by the Grantor.

6.2 The Grantor will bear all costs incurred by the Grantee in the performance of its obligations under clause 6.1.

7. NO POWER TO TERMINATE

There is no implied power in this instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this instrument or for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered, or unless the Easement Area is not used for the purpose of the Electric Cable contemplated by this instrument for a continuous period of 10 years, whereupon this easement will lapse. The Grantee agrees that if the easement lapses it will do all the things necessary to allow the surrender of the easement to be registered.

8. COSTS

Each party will pay its own costs in relation to the grant of this easement.

9. CONSTRUCTION OF CARPARK

Notwithstanding clause 10.2 the Grantor and/or Lessee may form a carpark over the surface of the Easement Area.

10. GRANTOR'S COVENANTS

The Grantor will now, without the prior written permission of the Grantee (which will not be unreasonable withheld or delayed):

10.1 do or allow anything to be done or grant any further rights in respect of the Servient Tenement that may (in the reasonable opinion of the Grantee) interfere with or prejudice the Electric Cable or the Grantee's Rights;

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 Instrument

Dated

Page 5 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

- 10.2 subject to clause 9, place any further buildings or structures on the Easement Area, unless the foundations that are built in such a way that access to the Electric Cable is preserved, or allow any further trees that are likely to exceed 2 metres when fully grown to become established on the Easement Area;
- 10.3 impede the Grantee's access over the Servient Tenement to the Easement Area and the Electric Cable subject to the Lessee approval provision in Clause 3.1;
- 10.4 remove or permit the removal of any soil, substance or material from the Easement Area other than in the normal course of maintaining the carpark on the Servient Tenement; and
- 10.5 knowingly cause or permit flooding of the Easement Area.

11. DISPUTES

If any dispute arises between the Grantor and the Grantee about the interpretation of this instrument or the parties' rights and obligations under this instrument which cannot be resolved by negotiation, the parties must submit the dispute to the arbitration of an independent arbitrator at the request of either party. The arbitrator is to be appointed jointly by the parties, or if they cannot agree on one within 14 days, by the President of the District Law Society where the Servient Tenement is situated. The arbitration will be conducted under the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this instrument is to be treated as a submission to arbitration.

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 Instrument

Dated

Page **6** of **6** Pages

(Continue in additional Annexure Schedule, if required.)

CONSENT OF MINISTER

The Minister of Conservation consents to the grant of the easement described in this transfer under Section 48(1)(d) of the Reserves Act 1977.

SIGNED by WARWICK McLEOD MURRAY
Community Relations Manager, Auckland
Conservancy, Department of Conservation, acting
under delegation for and on behalf of **THE**
MINISTER OF CONSERVATION in the
presence of:

D. D. Bayley

Witness signature

DAVID SPENCER BAYLEY

Witness name

DEPT. OF CONSERVATION, AUCKLAND CONSERVANCY

Witness address

COMMUNITY RELATIONS OFFICER (STATUTORY MANAGEMENT)

Witness occupation

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.



NORTH SHORE CITY COUNCIL

I, Stanley Desmond Bolton, Chief Subdivisions Officer of the North Shore City Council hereby certify that the following resolution was passed at a meeting held on 11 February 1994.

That the Surveyors be advised:

- A. That the application has been dealt with as a controlled activity not requiring public notification or the consent of other parties.
- B. That subdivision consent is hereby granted pursuant to Section 105 of the Resource Management Act 1991 for the application on Plan No. T2048 now DP 150598 showing Lots 1-8 being a subdivision of Allots 666, 556, 607, 482 and Pt Allots 483 and 103 Takapuna Parish.
- C. That the Survey Plan of the subdivision is hereby approved pursuant to Section 223 of the Resource Management Act 1991.
- D. 1) That the Council is satisfied pursuant to Section 321(3)(b) of the Local Government Act 1974 that the allotments to be sold are not intended to be used as sites for dwelling houses, and the Council hereby resolves on that ground that sub-section (1) of Section 321 of the Local Government Act 1974 shall not apply.

Signed by Stanley Desmond Bolton, Chief Subdivisions Officer of the North Shore City Council on behalf of, and by the authority of the said Council under Section 252(1)(a) of the Local Government Act 1974.

(C321)

2.27 22.FEB94 C 570490.2

ARTICLE
AND REGION
ASSISTANT





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier NA92B/927
Land Registration District North Auckland
Date Issued 22 February 1994

Prior References
NA88C/240

Estate Fee Simple
Area 1030 square metres more or less
Legal Description Lot 5 Deposited Plan 150598
Purpose Local purpose (Community purpose)
reserve

Registered Owners
Auckland Council

Interests

Deferred Payment Licence embodied in the Register NA6A/1386
Subject to Part IV A Conservation Act 1987
Subject to Section 11 Crown Minerals Act 1991
C570490.2 Certificate pursuant to Section 321(3)(b) Local Government Act 1974 - 22.2.1994 at 2.27 pm



NORTH SHORE CITY COUNCIL

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of Land

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Date Issued 22 February 1994

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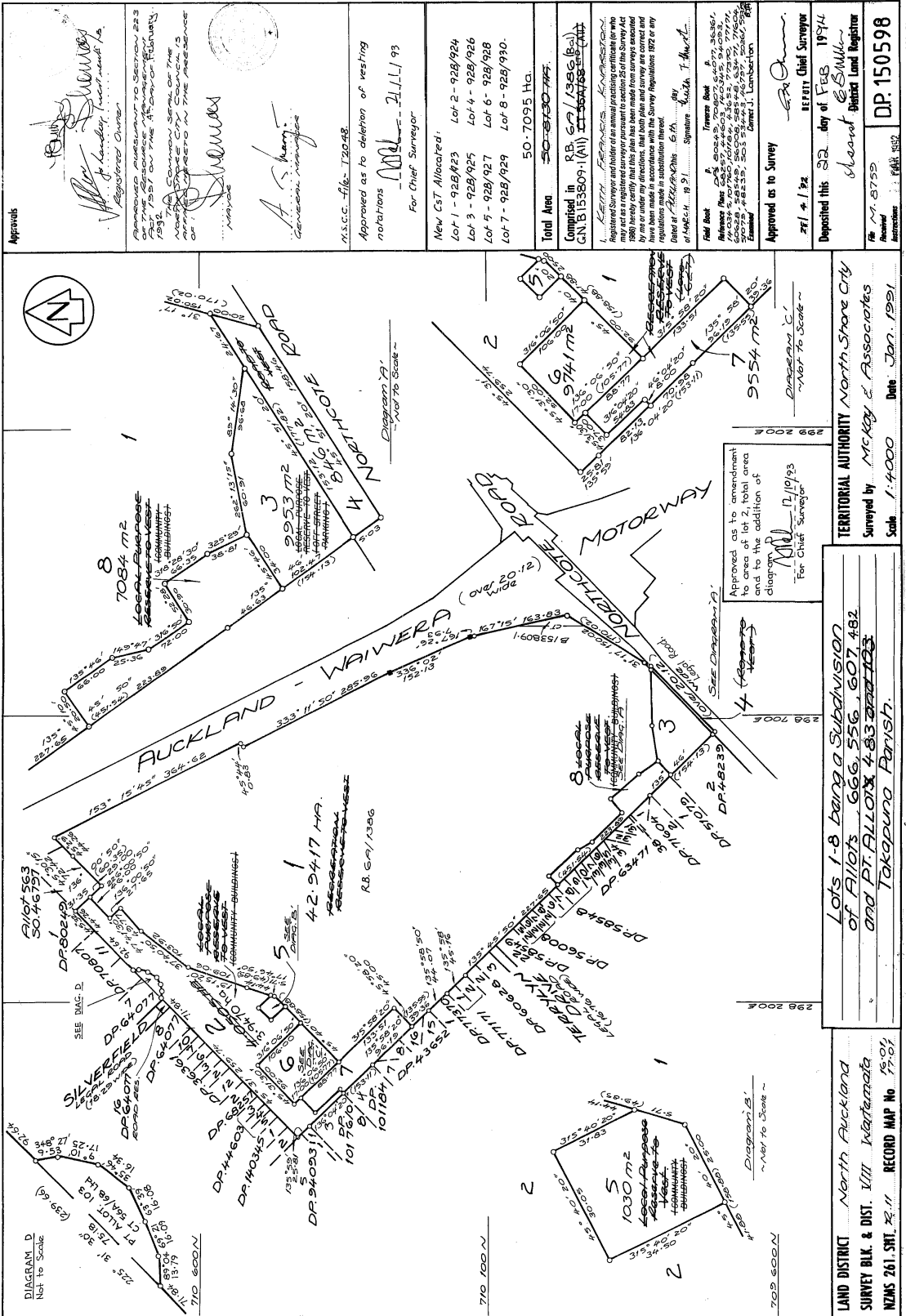
Estate Fee Simple
Area 9741 square metres more or less
Legal Description Lot 6 Deposited Plan 150598
Purpose Recreation reserve
Registered Owners
Auckland Council

Interests

Deferred Payment Licence embodied in the Register NA6A/1386

The within land will be Subject to Part IV A Conservation Act 1987 and Section 11 Crown Minerals Act 1991 when the fee simple is transferred to the licensee under Deferred Payment Licence No. NA6A/1386

C570490.2 Resolution pursuant to Section 321(3)(b) Local Government Act 1974 - 22.2.1994 at 2.27 pm



Approvals

[Signature]
Registered Owner

[Signature]
Approved as to deletion of vesting notations

[Signature]
For Chief Surveyor

Approved as to deletion of vesting notations

[Signature] 21.11.93

For Chief Surveyor

New CST Allocated:

Lot 1 - 928/925 Lot 2 - 928/924

Lot 3 - 928/927 Lot 4 - 928/926

Lot 5 - 928/927 Lot 6 - 928/928

Lot 7 - 928/929 Lot 8 - 928/930

50.7098 Ha.

Total Area 50.7098 Ha.

Completed in R.B. 69/1396 (S.A.)

G.N. B155809-1 (N.I.)

Registered Surveyor and holder of an annual practicing certificate for who has been registered under the provisions of the Survey Act 1980 hereby certifies that this plan and survey have been made in accordance with the Survey Regulations 1982 or any regulations made in substitution thereof.

Date of Fieldwork: 12/10/93

Signature: *[Signature]*

Field Book

Reference Plan: R.B. 69/1396 (S.A.)

Map: 1:5000

Scale: 1:5000

Examined: *[Signature]*

Approved as to Survey

21/11/93

Chief Surveyor

Deposited this 22 day of FEB 1994

Blair of Blair Land Register

DP: 150598

DIAGRAM D

Not to Scale

DIAGRAM A

Not to Scale

DIAGRAM B

Not to Scale

DIAGRAM C

Not to Scale

DIAGRAM E

Not to Scale

DIAGRAM F

Not to Scale

DIAGRAM G

Not to Scale

DIAGRAM H

Not to Scale

APPROVED AS TO AMENDMENT TO AREA OF LOT 2, TOTAL AREA AND TO THE ADDITION OF DIAGRAM

For Chief Surveyor

12/10/93

TERRITORIAL AUTHORITY North Shore City

Surveyed by McKay & Associates

Scale 1:4000 Date Jan. 1991

Lots 1-8 being a Subdivision of Lots 666, 556, 607, 482 and Pt. Allons, 4-83 2nd Ed. Takapuna Parish.

North Auckland Survey Blk. & Dist. VIII Intermediate

NZMS 261 SHT. 2/11 RECORD MAP No 1505

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 2 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51



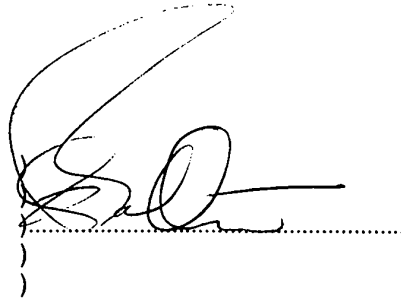
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(C321)

2.27 22.FEB94 C 570490.2

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AND REGION
ASSISTANT





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Prior References
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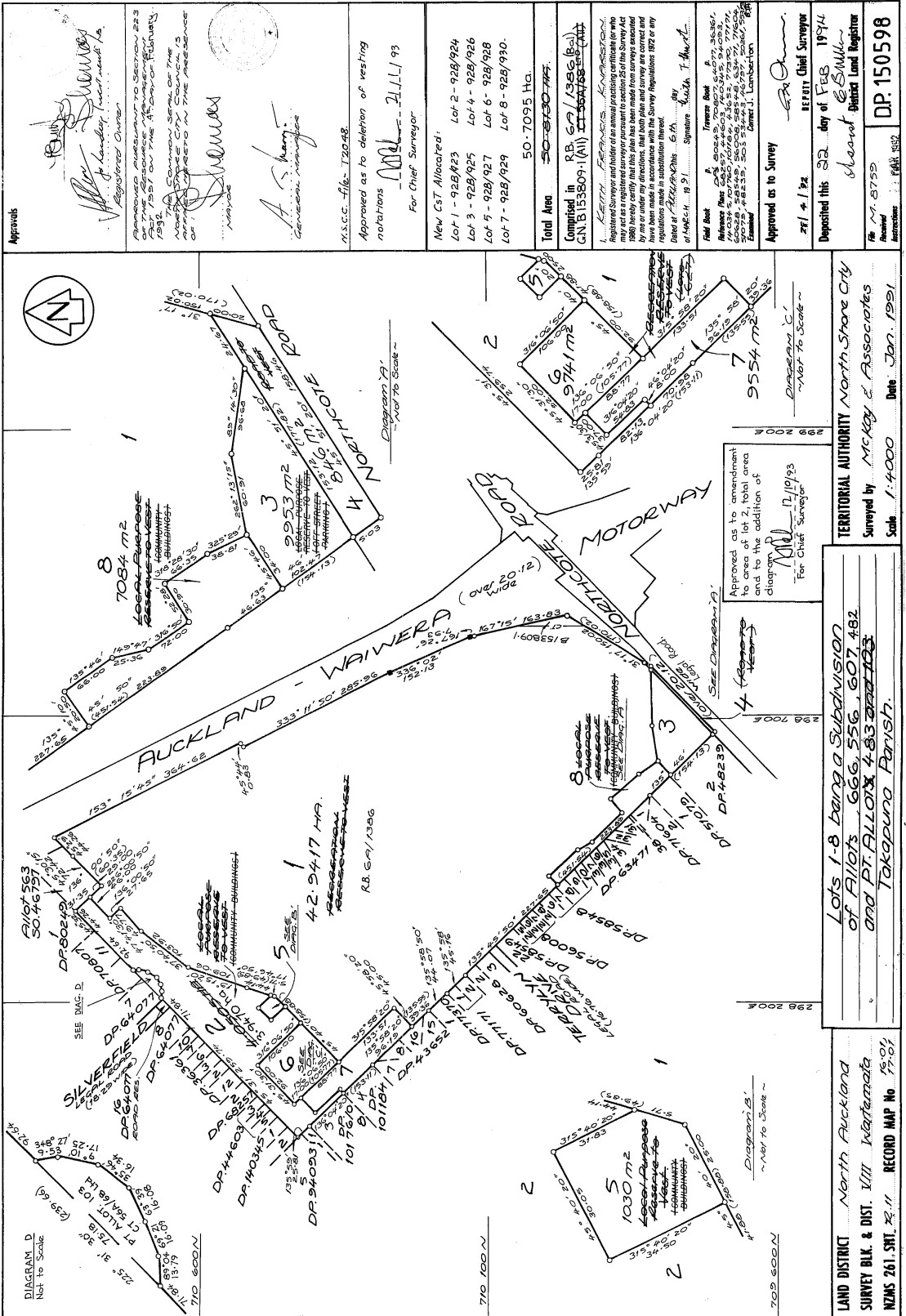
Estate Fee Simple
Area 9554 square metres more or less
Legal Description Lot 7 Deposited Plan 150598
Purpose Recreation reserve
Registered Owners
Auckland Council

Interests

Deferred Payment Licence embodied in the Register NA6A/1386

The within land will be Subject to Part IV A Conservation Act 1987 and Section 11 Crown Minerals Act 1991 when the fee simple is transferred to the licensee under Deferred Payment Licence No. NA6A/1386

C570490.2 Resolution pursuant to Section 321(3)(b) Local Government Act 1974 - 22.2.1994 at 2.27 pm



Approvals

[Signature]
Registered Owner

Approved as to deletion of vesting notations
[Signature] 21.11.93
For Chief Surveyor

Approved as to Survey
27/4/94
Chief Surveyor

Approved as to amendment to area of lot 2, total area and to the addition of diagram

[Signature]
For Chief Surveyor

Approved as to Survey
27/4/94
Chief Surveyor

Approved as to Survey
27/4/94
Chief Surveyor

Approved as to Survey
27/4/94
Chief Surveyor

Approved as to Survey
27/4/94
Chief Surveyor

Approved as to Survey
27/4/94
Chief Surveyor

LAND DISTRICT North Auckland
SURVEY BLK. & DIST. VIII Intermediate
NZMS 261 SH. 2/11 RECORD MAP No 15059

Lot 1-8 being a Subdivision of Lots 666, 556, 607, 482 and Pt. Allons 4-83 ~~222-223~~

TAKAPUNA PARISH

Scale 1:4000 Date Jan. 1991

Surveyed by McKay & Associates

TERRITORIAL AUTHORITY North Shore City

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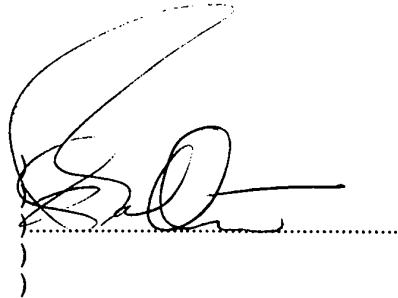
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Signed by Stanley Desmond Bolton, Chief Subdivisions Officer of the North Shore City Council on behalf of, and by the authority of the said Council under Section 252(1)(a) of the Local Government Act 1974.



)
)

(C321)

2.27 22.FEB94 C 570490.2

ARTICLE
AND REGION
ASSISTANT





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Limited as to Parcels
Search Copy**



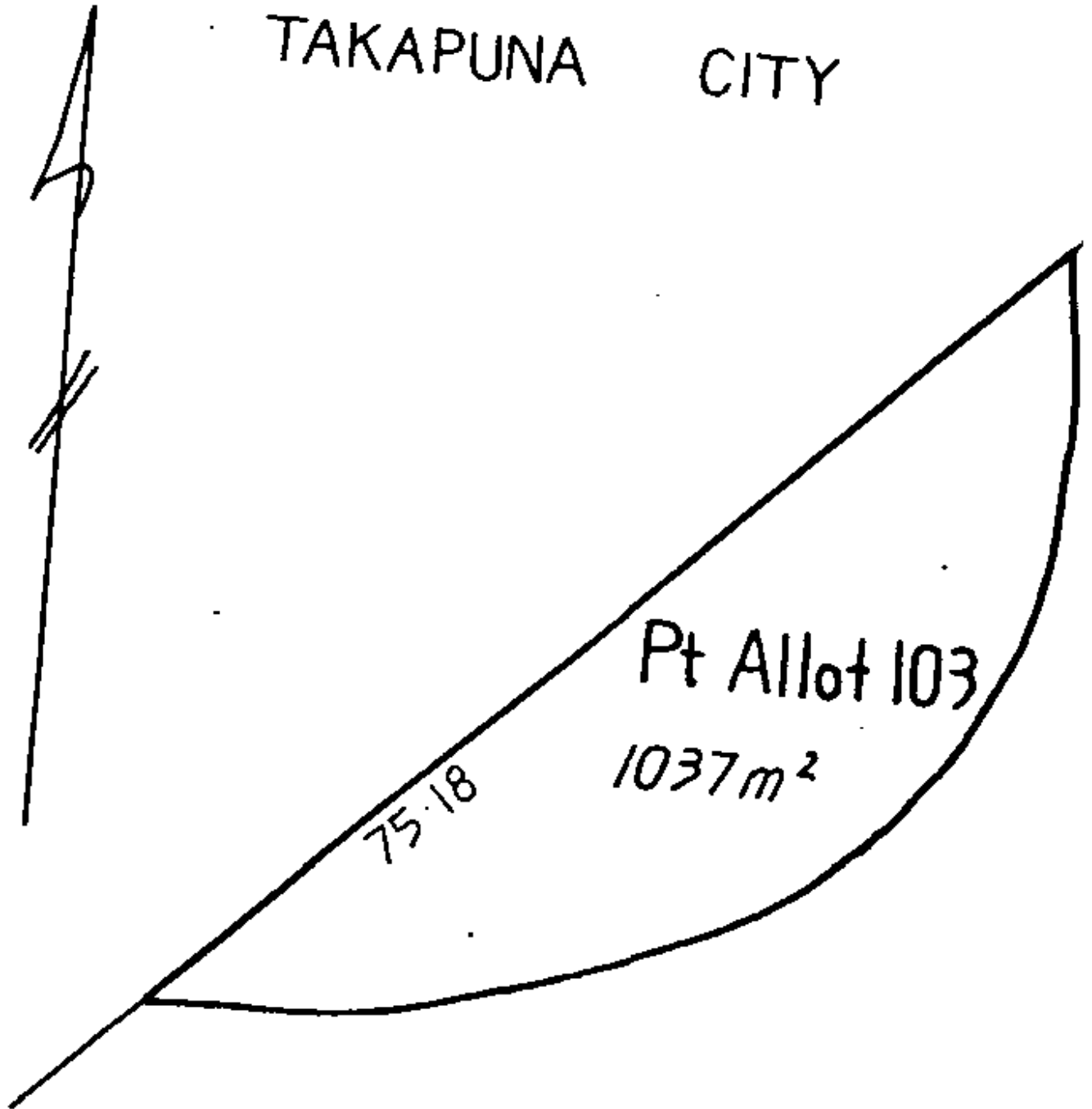

R. W. Muir
Registrar-General
of Land

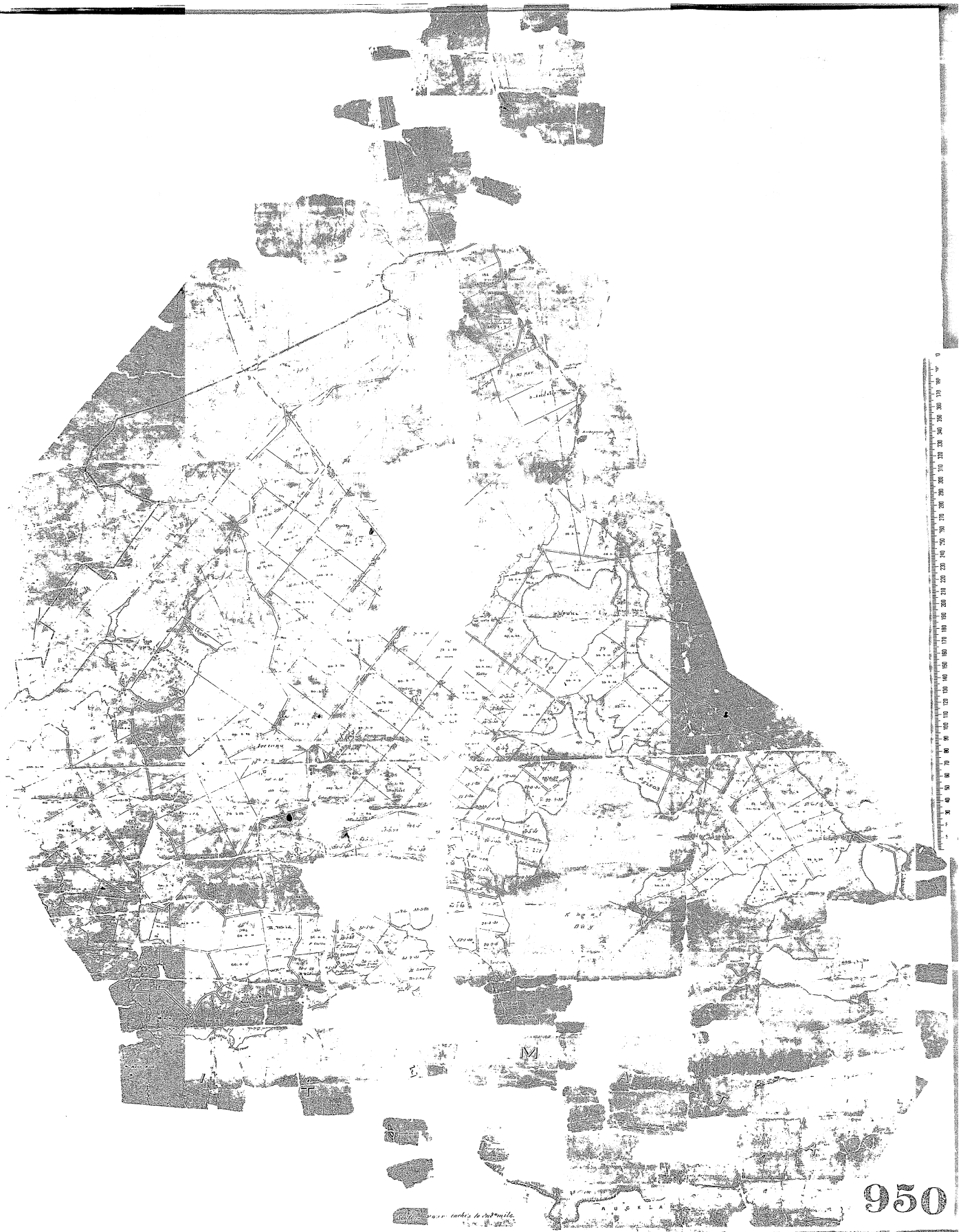
Identifier NA56A/68
Land Registration District North Auckland
Date Issued 31 January 1984

Prior References
DI 3A/1949

Estate Fee Simple
Area 1037 square metres more or less
Legal Description Part Allotment 103 Parish of Takapuna
Registered Owners
Auckland Council

Interests





950

Scale: 1:10000