

TITLE SUMMARY					
Address	Title reference	Legal Description	Area (ha) more or less	Registered Owner	Registered Interests
110 Jack Lachlan Drive, Beachlands	748626	Lot 2 Deposited Plan 501271	170.4750	Beachlands South Limited Partnership	- Land Covenant in Transfer C868567.5 - Benefits from a right to drain water by overland flow path in Easement Instrument 5662665.8 - The easement above is subject to Section 243(a) Resource Management Act 1991 - Subject to a right (in gross) to drain sewage over area "B" on DP 503633 in favour of Watercare Services Limited in Easement Instrument 10614147.1 - Subject to a right to convey water over area "B" on DP 501271 in Easement Instrument 10573264.8 - The easement above is subject to Section 243(a) Resource Management Act 1991 - Mortgage 13494520.2 to Westpac New Zealand Limited
620 Whitford-Maraetai Road, Beachlands	759265	Lot 100 Deposited Plan 504488	79.9444	Beachlands South Limited Partnership	Mortgage 13494520.2 to Westpac New Zealand Limited
712 Whitford-Maraetai Road, Beachlands	NA6C/674	Lot 4 Deposited Plan 54105	4.7518	Beachlands South Limited Partnership	Mortgage 13494520.2 to Westpac New Zealand Limited
758 Whitford-Maraetai Road, Beachlands	NA6C/678	Lot 9 Deposited Plan 54105	6.1403		No registered interests.

770 Whitford-Maraetai Road, Beachlands	NA56A/63 2	Lot 10 Deposited Plan 54105	6.8665		• Mortgage B329135.4 to Auckland Savings Bank
---	---------------	-----------------------------------	--------	--	---



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

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




R.W. Muir
Registrar-General
of Land

Identifier **748626**
Land Registration District **North Auckland**
Date Issued 05 December 2016

Prior References
476189

Estate Fee Simple
Area 170.4750 hectares more or less
Legal Description Lot 2 Deposited Plan 501271
Registered Owners
Beachlands South Limited Partnership

Interests

Land Covenant in Transfer C868567.5 - 21.7.1995 at 2:33 pm

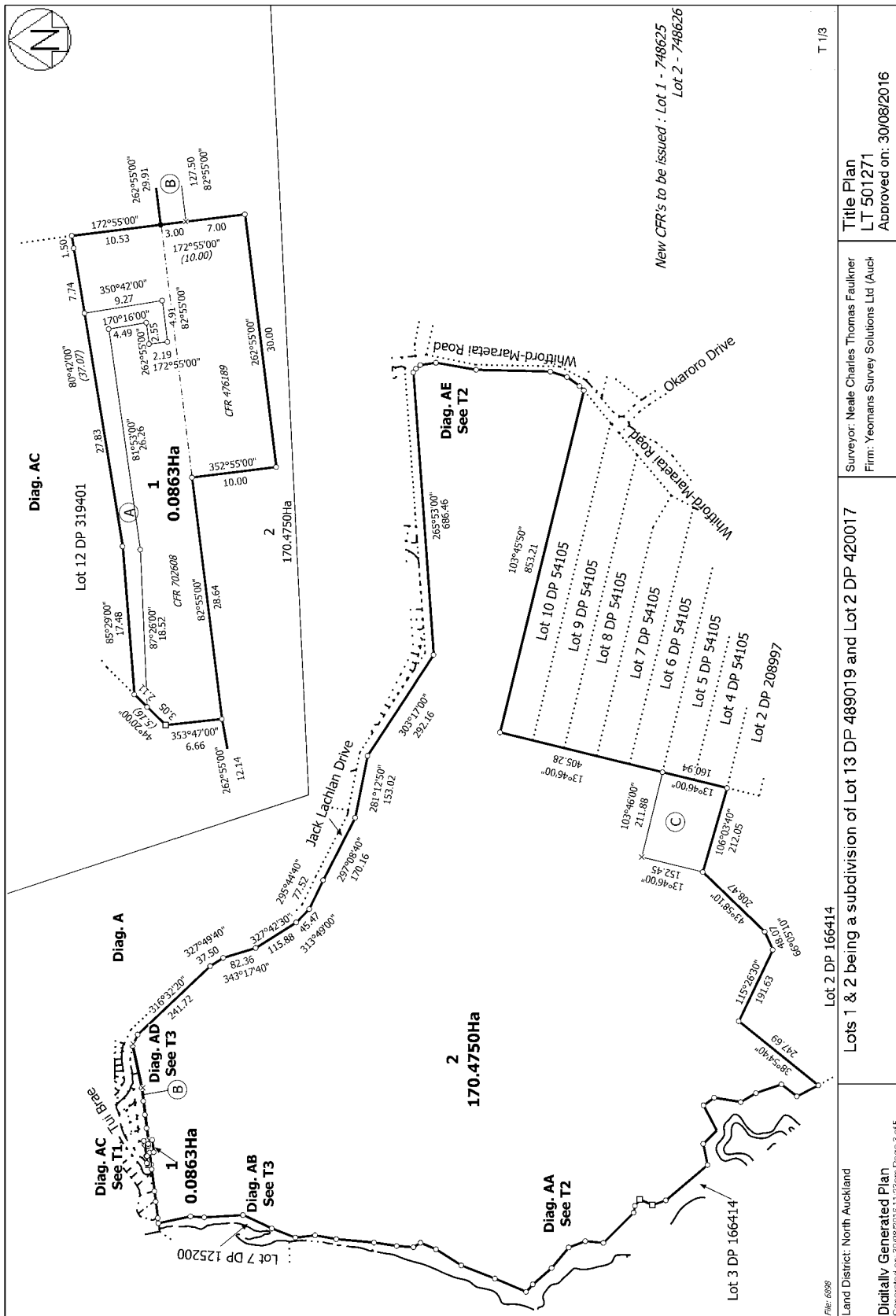
Appurtenant to part formerly Lot 5 on DP 125200 herein is a right to drain water by overland flow path created by Easement Instrument 5662665.8 - 18.7.2003 at 9:00 am

The easement created by Easement Instrument 5662665.8 is subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to drain sewage over part marked B on DP 503633 in favour of Watercare Services Limited created by Easement Instrument 10614147.1 - 5.12.2016 at 1:59 pm

Subject to a right to convey water over part marked B on DP 501271 created by Easement Instrument 10573264.8 - 5.12.2016 at 3:47 pm

The easements created by Easement Instrument 10573264.8 are subject to Section 243 (a) Resource Management Act 1991
13494520.2 Mortgage to Westpac New Zealand Limited - 19.12.2025 at 2:32 pm





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

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



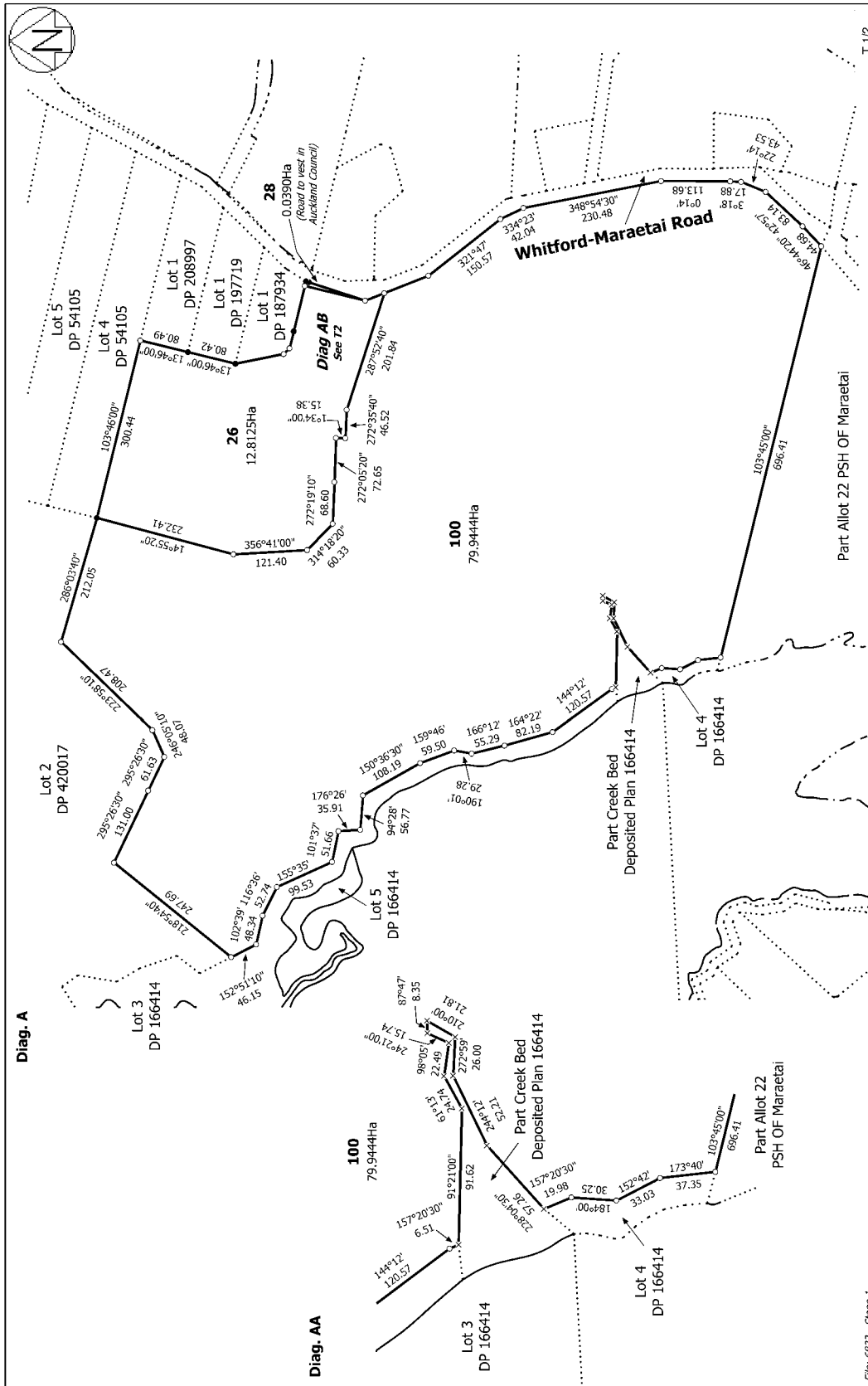

R.W. Muir
Registrar-General
of Land

Identifier **759265**
Land Registration District **North Auckland**
Date Issued 17 July 2017

Prior References
NA137A/537

Estate Fee Simple
Area 79.9444 hectares more or less
Legal Description Lot 100 Deposited Plan 504488
Registered Owners
Beachlands South Limited Partnership

Interests
13494520.2 Mortgage to Westpac New Zealand Limited - 19.12.2025 at 2:32 pm



File: 6822 - Stage 1

Land District: North Auckland

Digitally Generated Plan

**Lots 26, 28 and 100 Being a Subdivision of Lot 2 DP 166414, Lot 2 DP 208997,
Lot 2 DP 197719 and Lot 2 DP 187934**

Surveyor: Neale Charles Thomas Faulkner
Firm: Yeomans Survey Solutions Ltd (Auct

Title Plan
LT 504488
Approved on: 21/11/2016



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

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




R.W. Muir
Registrar-General
of Land

Identifier **NA6C/674**
Land Registration District **North Auckland**
Date Issued 17 August 1965

Prior References
NA5A/807

Estate Fee Simple
Area 4.7518 hectares more or less
Legal Description Lot 4 Deposited Plan 54105
Registered Owners
Beachlands South Limited Partnership

Interests
13494520.2 Mortgage to Westpac New Zealand Limited - 19.12.2025 at 2:32 pm

400.0 4 2988.4 2254.3 11-2-38.7 628.4 4/3.7 Road



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

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




R.W. Muir
Registrar-General
of Land

Identifier **NA6C/678**
Land Registration District **North Auckland**
Date Issued 17 August 1965

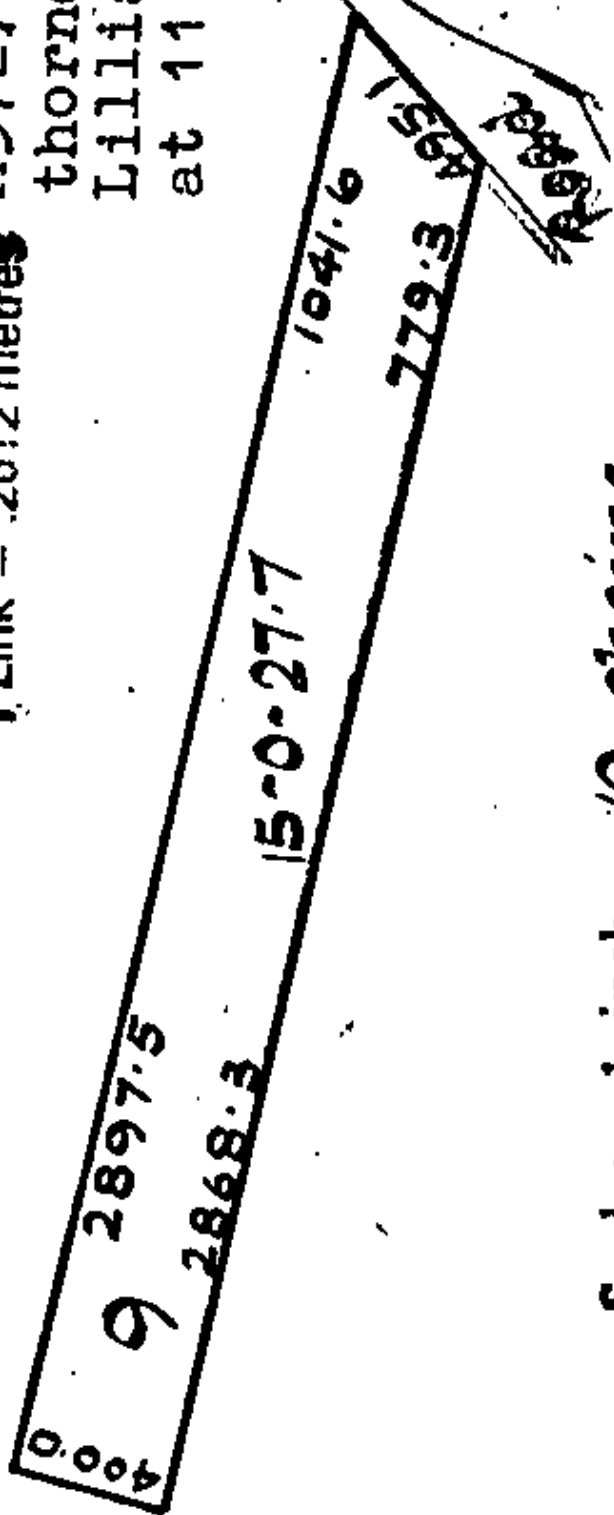
Prior References
NA5A/807

Estate Fee Simple
Area 6.1403 hectares more or less
Legal Description Lot 9 Deposited Plan 54105
Registered Owners
[REDACTED]

Interests

A572793 Tre
thorne of V
Lillian Ken
at 11.40 oc

1 Link = 2012 metres



Scale: 1 inch = 10 chains.



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

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



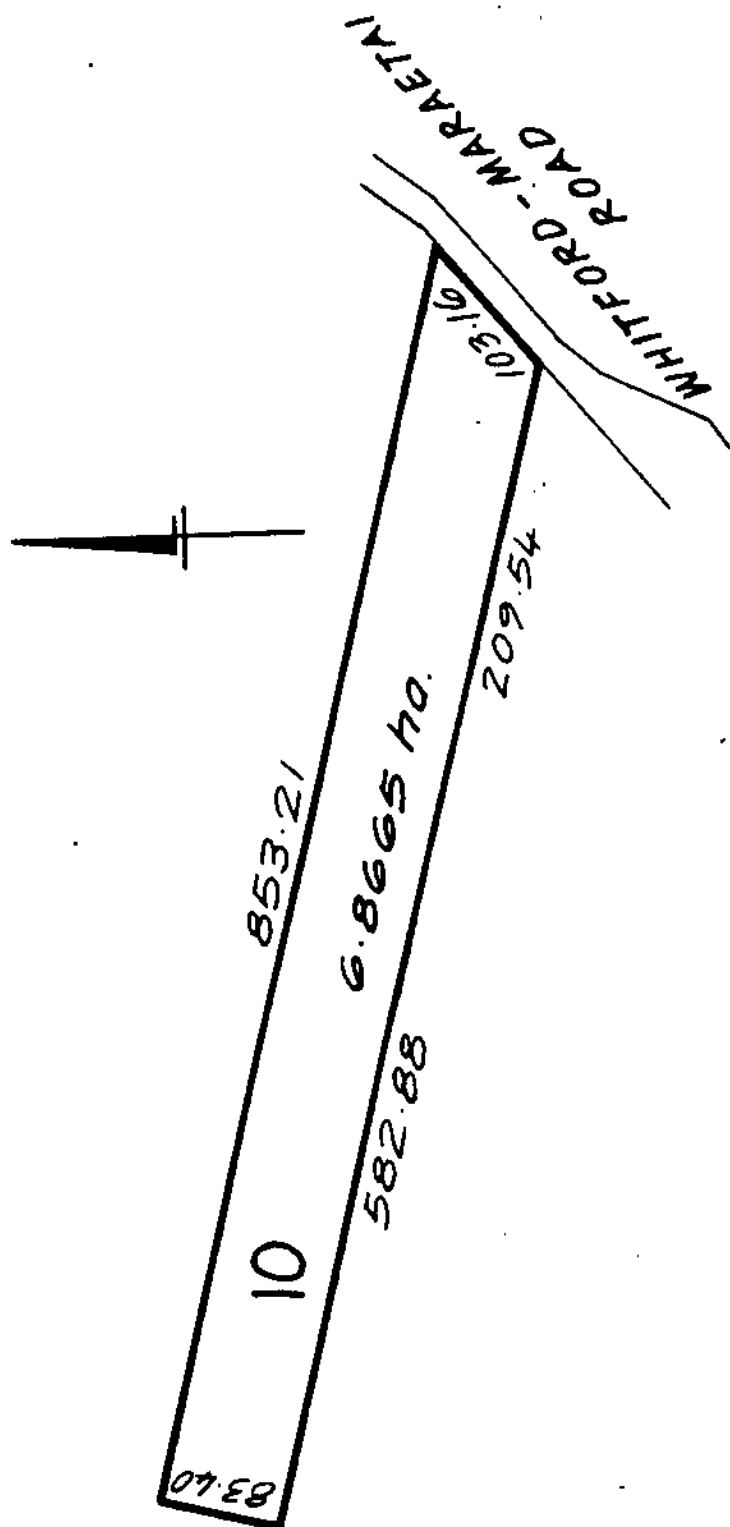

R.W. Muir
Registrar-General
of Land

Identifier NA56A/632
Land Registration District North Auckland
Date Issued 12 October 1984

Prior References
NA6C/679

Estate Fee Simple
Area 6.8665 hectares more or less
Legal Description Lot 10 Deposited Plan 54105
Registered Owners
[REDACTED]

Interests
B329135.4 Mortgage to Auckland Savings Bank - produced 13.9.1984 at 10.15am and entered 12.10.1984 at 9.00 am



DP 54105
 6/1. Exd P.J.C.
 Measurements are Metric

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 5662665.8 Easement

Land registration district

NORTH AUCKLAND



Cpy - 01/01, Pgs - 002.04/09/03.14:26



DocID: 310967147

Grantor

Surname(s) must be underlined or in CAPITALS.

PINE HARBOUR HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

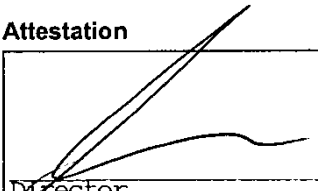
FORMOSA AUCKLAND COUNTRY CLUB LIMITED

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).

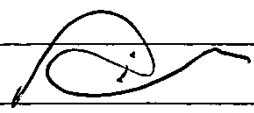
Dated this 16th day of July 2003

Attestation

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

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

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


[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule 1

Easement instrument

Dated

16 July 2003

Page

1

of

1

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)
Right to drain water by overland flow path	C on DP319401	Lot 1 DP319401 Identifier 7641676408	Lot 5 DP125200 CT 118B/140

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

View Instrument Details



Instrument No 10573264.8
Status Registered
Date & Time Lodged 05 December 2016 15:47
Lodged By Campbell, Helen Margaret
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers	Land District
748625	North Auckland
748626	North Auckland

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor 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 ✓
- I certify that the Caveator under Caveat 10209375.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ✓
- Encumbrance 5662665.11 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required ✓

Signature

Signed by Linley Marlene Hawkes as Grantor Representative on 16/11/2016 10:24 AM

Grantee Certifications

- I certify that I have the authority to act for the Grantee 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 Carolyn Ann Cameron as Grantee Representative on 05/12/2016 09:13 AM

*** End of Report ***

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

2015/6246
APPROVED
Registrar-General of Land

Page 1 of pages

Grantor

110 Formosa (NZ) Limited

Grantee

Pine Harbour Living Limited

Grant of Easement or Profit à prendre or Creation of 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)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to convey water	"B" on DP 501271	748626	748625

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 specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[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 _____]~~

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 _____]~~

View Instrument Details



Instrument No 10614147.1
Status Registered
Date & Time Lodged 05 December 2016 13:59
Lodged By Yonge, Hadleigh Morton
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers **Land District**
476189 North Auckland

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor 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 ☒
- I certify that the Caveator under Caveat 10209375.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

Signature

Signed by Linley Marlene Hawkes as Grantor Representative on 01/12/2016 12:50 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee 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 Hadleigh Morton Yonge as Grantee Representative on 01/12/2016 02:29 PM

*** End of Report ***

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

North Auckland

Grantor*Surname(s) must be underlined.*

110 Formosa (NZ) Limited

Grantee*Surname(s) must be underlined.*

Watercare Services Limited

Grant* of easement or *profit à prendre* or creation of 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).

Schedule A*Continue in additional Annexure Schedule if required.*

Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to drain sewage	Marked "B" on Deposited Plan 503633	476189	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 Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are **varied/negated/added to or substituted** by:

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

The provisions set out in the Annexure Schedule.

Covenant provisions

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

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

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

Annexure Schedule 2.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

1

of

2

Pages

Continue in additional Annexure Schedule, if required.

The Grantor has agreed to grant by way of easement to the Grantee, the rights which are set out below in respect of the land comprised in computer freehold register 476189 (North Auckland Registry) (**Land**).

IN CONSIDERATION of such agreement and the sum of \$1 (receipt of which is acknowledged) the Grantor transfers and grants to the Grantee an easement in gross for all time being a full, free, uninterrupted and unrestricted right, liberty and licence from time to time and at all times to:

- 1 Pump, move, convey and transport sewage and other waste material and water fluids (**Wastewater**) in, under, on, through and along that portion of the Land marked "B" on Deposited Plan 503633 (**Easement Strip**) in a free and unimpeded flow (except when the flow is halted) and in any quantity.
- 2 Enter upon the Land by the Grantee's engineers, surveyors, employees, agents and contractors with or without vehicles, machinery, tools, equipment and materials by such route as is reasonable and practicable and to remain there for any reasonable time to do any of the following things:
 - (a) lay, place or construct in or under the Easement Strip, pipes or other conductors of Wastewater, and any other pipes, cables, equipment, plant and machinery, all appurtenances thereto and such other works or devices as the Grantee shall consider necessary, convenient or desirable (whether pertaining to the conveyance of Wastewater within the Easement Strip or the Grantee's main sewerage system generally) (**Pipeline**);
 - (b) alter, maintain, repair, renew, relay, replace, substitute, add to, change, extend, enlarge and remove the Pipeline as the Grantee may consider necessary, convenient or desirable from time to time;
 - (c) operate, inspect, scour by discharge and otherwise clean the Pipeline as the Grantee may consider necessary, convenient or desirable for the operation of the Pipeline;
 - (d) lay, place or construct in, under or on or over the Easement Strip controlling, monitoring and metering devices or equipment and all appurtenances thereto;
 - (e) do and carry out in or under the Easement Strip, anything that the Grantee may consider necessary, convenient or desirable to do for the exercise by the Grantee of its rights and interests herein granted.

PROVIDED THAT in exercising such rights the Grantee shall:

- 3 Keep and maintain the Pipeline in a good and sufficient state of repair at the cost of the Grantee.
- 4 In undertaking any work, cause as little damage as practicable to the surface of the Land and at the conclusion of any work, so far as is reasonably practicable, restore the surface of the Land to the condition it was in immediately prior to the commencement of such work.
- 5 Give the Grantor three months' prior notice (except in the case of emergency work) of the Grantee's intention to exercise all or any of the rights given to the Grantee pursuant to clause 2 of this Easement, except in respect of the powers conferred by clause 2(c) of this Easement, which the Grantee can exercise on 24 hours' verbal notice.
- 6 Cause as little inconvenience to the Grantor or occupier of the Land as is reasonably practicable when exercising all or any of the rights given to the Grantee pursuant to clause 2 of this Easement.

Annexure Schedule**Insert type of instrument**

Easement

Dated

Page

2

of

2

Pages

*Continue in additional Annexure Schedule, if required.***THE GRANTOR AND THE GRANTEE ACKNOWLEDGE that:**

- 7 Nothing contained or implied in this Easement shall be deemed to compel the Grantee to avail itself of the rights hereby granted, and the Grantee may, from time to time and at any time, discontinue and thereafter recommence the conveying of Wastewater through the Pipeline and exercise the other rights herein contained at will.
- 8 The Grantor will not place any buildings, structures, trees or planting, equipment or permanent improvements of any nature (other than a landscape bund no higher than three metres), on the Easement Strip nor do, or allow to be done any act, whereby the rights, powers, licences and liberties hereby granted to the Grantee may be interfered with or affected in any way, or which could damage, endanger or interfere with the Pipeline. Notwithstanding the foregoing, the Grantor will be permitted to construct sealed driveways across the Easement Strip.
- 9 The Grantor will not alter the level of the surface of the Easement Strip without the prior written consent of the Grantee.
- 10 If the Grantor wilfully or with wilful disregard causes or permits any breach of the obligations set out in this Easement, the Grantee shall be entitled to take all reasonable steps to remedy the breach, with the direct costs of remedying the breach recoverable by the Grantee from the Grantor as a debt. Where the Grantee considers it reasonable in the circumstances, prior to remedying the breach, the Grantee will give notice of the breach to the Grantor and allow the Grantor a reasonable period to remedy the breach.
- 11 The Grantee may grant any licence or right in respect of any estate or interest conferred by this Easement and may assign any such estate or interest to any other party.
- 12 The rights and powers specified in schedule 4 of the Land Transfer Regulations 2002 and implied in all registered easements by section 90D of the Land Transfer Act 1952 shall apply, in respect of the Easement hereby created, except where they are inconsistent with the provisions of this Easement.
- 13 This grant, and its covenants and conditions, shall be binding upon the executors, administrators, successors in title and assigns of the Grantor and the Grantee.
- 14 There is no power in this Easement for the Grantor to terminate any of the Grantee's rights due to the Grantee breaching any term of this Easement or for any reason, it being the intention of the parties that the rights in this Easement will continue forever unless surrendered.
- 15 Both parties will at all times comply with all statutes, bylaws, regulations and legally binding codes of practice and other lawful requirements relating to this Easement, the Land and the works which place an obligation on the relevant party and with all notices, orders, consents, conditions or requirements which may be validly given or required by any competent authority.
- 16 In relation to health and safety:
 - (a) The Grantor will comply with all obligations imposed on the Grantor at law as owner of the Land relating to the health and safety of persons on the Land.
 - (b) The Grantor will provide the Grantee the Grantor's rules and procedures regarding the health and safety of persons on the Land and the identification and mitigation of hazards.
 - (c) The Grantee will comply with any reasonable obligations imposed by the Grantor regarding the identification and mitigation of hazards and the health and safety of persons on the Land.

View Instrument Details

Instrument No	13494520.2
Status	Registered
Lodged By	Medlicott, Ruby Elizabeth
Date & Time Lodged	19 Dec 2025 14:32
Instrument Type	Mortgage

Affected Records of Title	Land District
748626	North Auckland
759265	North Auckland
NA6C/674	North Auckland

Mortgagors

Beachlands South Limited Partnership

Mortgagees

Westpac New Zealand Limited

Share

Mortgage Details

Memorandum Number	2023/4367
Priority Amount \$	\$550,000,000 plus interest

This mortgage incorporates the provisions of the above memorandum registered pursuant to Section 209 of the Land Transfer Act 2017

Clauses, Conditions or Intent

The mortgage memorandum is amended by the attached annexure.

Annexure Schedule	Contains 4 Pages
--------------------------	------------------

Mortgagor Certifications

I certify that I have the authority to act for the Mortgagor 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 Rachel Sarah Claire Brown as Mortgagor Representative on 18/12/2025 02:08 PM

Mortgagee Certifications

I certify that I have the authority to act for the Mortgagee 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 ☒

Mortgagee Certifications

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 Rachel Sarah Claire Brown as Mortgagee Representative on 18/12/2025 02:08 PM

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

Mortgage Annexure Schedule

The provisions of Memorandum No. 2023/4367 are amended as follows:

- 1 Clause 1.1 (*Operative Clause*) is amended by deleting the words "(defined in clause 1.2 below)" immediately after the words "Secured Money" in the first sentence of clause 1.1.
- 2 Clauses 1.2 (*Secured Money*) is deleted in its entirety and replaced with "[Not used]".
- 3 Clause 2.2 (*Expenses*) is amended by inserting at the end of that clause the following:

"except where a Bank Document provides otherwise in which case you must comply in the manner agreed in that other Bank Document."
- 4 Clause 2.3 (*Costs*) is amended by inserting at the end of that clause the following:

"except where a Bank Document provides otherwise in which case you must comply in the manner agreed in that other Bank Document."
- 5 Clause 2.4 (*Interest*) is amended by inserting after the words "except to the extent" the following:

"a Bank Document provides otherwise in which case you must comply in the manner agreed in that other Bank Document"
- 6 Clauses 2.5 (*Government Charges*) is deleted and replaced with the following:

"2.5 Comply with the Bank Documents.

You must comply with your obligations under the Bank Documents."
- 7 Clauses 2.6 (Payments in the wrong currency) and 2.7 (Deductions from payments) are deleted in their entirety and each replaced with "[Not used]".
- 8 Paragraph (j) of Clause 3 (*What you must do*) is amended by inserting after the words "No dealings. You must not" the following:

"(except to the extent permitted under a Bank Document)"
- 9 Paragraph (o) of Clause 3 (*What you must do*) is deleted in its entirety and replaced as follows:

"o. Protect Security: You must do everything necessary or which the Mortgagee reasonably asks you:

 - To better secure the mortgage; and
 - To maintain, preserve and protect:
 - o the Mortgaged Property and its value; and
 - o your title and the Secured Parties' interests.

In particular, if anyone, other than the Mortgagee, lodges a caveat with the Registrar-General of Land, you must do everything in your power to remove it."
- 10 Paragraph (p) of Clause 3 (*What you must do*) amended by inserting at the end of that paragraph the following:

- "and otherwise comply with any information request made under and in accordance with any Bank Document"
- 11 Clause 4.1 (*Generally*) is deleted in its entirety and replaced with "[Not used]".
- 12 A new paragraph (p) is inserted at the end of clause 4.2 (*Default*), as follows:
- "Bank Document. An "event of default" (as defined in any other Bank Document) occurs."
- 13 The reference to "Westpac NZ" in clause 4.3 (*Powers*) shall be replaced with "the Mortgagee".
- 14 Clause 4.5 (*Use of money*) is deleted in its entirety and replaced with the following:
- "Any money received or recovered by the Secured Parties, any Receiver or any Attorney under the Mortgage will be applied in accordance with the Bank Documents."
- 15 Clauses 4.6 (*Amounts contingently owing*) and 4.7 (*Set off and combination*) are deleted in their entirety and each replaced with "[Not used]".
- 16 Clause 4.9 (*Assignment*) is deleted in its entirety and replaced with the following:
- "the Mortgagee may transfer the mortgage, any Bank Document and all or any part of the Secured Money, in accordance with the terms of the Bank Documents."
- 17 Clause 4.10 (*Consents and opinion*) is amended by inserting after the words "Except where expressly stated" the words: "in a Bank Document".
- 18 Clause 5.1 (*General Obligations*) is amended by deleting the words "a Bankruptcy Event or" in that clause.
- 19 Clause 5.3 (*Notice*) is deleted in its entirety and replaced with the following:
- "Any notice, demand, certificate, or other document shall be delivered in accordance with the Bank Documents."
- 20 Clause 6.1 (*Definitions*) is amended by:
- 20.1 Deleting the definitions provided for each of the following defined terms "**Guarantor**", "**Insolvency Event**", "**Material Adverse Effect**" and "**Receiver**" and replacing each of those definitions with the corresponding definition as set out under the General Security Deed;
- 20.2 deleting the words after "**Bank Document**" and replacing them with "has the meaning given to the term "Secured Document" in the General Security Deed"; and
- 20.3 deleting the words after "**Banking Day**" for that definition and replacing them with "has the meaning given to the term "Business Day" under the General Security Deed."
- 20.4 deleting the words after "**Secured Parties**" for that definition and replacing them with "has the meaning given to the term "Beneficiaries" under the General Security Deed.
- 20.5 deleting the words after "**Attorney**" and replacing them with "means any attorney appointed under a Bank Document or any other Secured Document in favour of the Mortgagee".
- 20.6 deleting the words after "**Loss or Liability**" for that definition and replacing them with "means claims, actions, damages, losses, liabilities, costs, fees, charges and expenses (including legal expenses and disbursements on a full indemnity basis)."

- 20.7 deleting the words after "**Secured Money**" and replacing them with the following:

"means all money which an Obligor (whether alone or not) is or at any time may become actually or contingently liable to pay to or for the account of the Mortgagee and any other person who is entitled to this Mortgage from time to time (whether alone or not) for any reason whatever under or in connection with a Secured Document. It also includes anything else the Mortgagor and Mortgagee agree in writing is secured by this Mortgage."

- 20.8 the following new defined terms are inserted in alphabetical order:

General Security Deed means document titled "General Security Deed" dated in or around December 2025 between, among others, the Obligors and the Mortgagee as may be amended, restated, supplemented or replaced from time to time.

Mortgage means the mortgage of the Mortgaged Property as created or expressed to be created by this document and for the avoidance of doubt, constitutes a "mortgage" as defined in the Land Transfer Act 2017.

Mortgage Instrument means the electronic instrument created in Landonline under the Land Transfer Act 2017 by any letter of instructions from the Mortgagee and any private corporate client authority and instruction form from the Mortgagor, which relates to the Mortgage.

Mortgagee means the party named as such in the Mortgage Instrument.

Mortgagor means the party named as such in the Mortgage Instrument.

Obligor has the meaning given to that term in the General Security Deed.

Secured Document means:

- (a) each Bank Document; and
- (b) any other document that the Mortgagor and Mortgagee agree in writing is a "Secured Document" for the purposes of this Mortgage.

- 21 A new clause 6.4 is included as follows:

"6.4 Relationship with other Bank Documents:

- (i) If any provisions of this mortgage conflicts with the provisions of any other Bank Document, the order of precedence shall be as set out in clause 1.7 of the General Security Deed.
- (ii) For the avoidance of doubt and for the purposes of this clause:
 - (i) where a provision of this mortgage relates to the same subject matter as the corresponding provision in a Bank Document and that provision is more onerous on the party giving this mortgage than it is in the Bank Document the provision of the Bank Document will prevail; and
 - (ii) any act expressly permitted under a Bank Document will be deemed to be expressly permitted under this mortgage.
- (iii) Inconsistency or conflict shall not arise merely because a provision in this mortgage provides for additional obligations on any party in relation to different subject matter which are not created under a Bank Document."

22 A new clause 6.5 is included as follows:

"6.5 Mortgagee limitation of liability

The Mortgagee's liability (including for negligence but save for fraud, gross negligence and/or wilful default) under this Mortgage is limited to the extent it can be satisfied out of the assets of the trust known as the "Beachlands South Security Trust".

89,250-00

Approved by the Registrar-General of Land, Wellington, No. 367635.80

Under the Land Transfer Act 1952

Memorandum of Transfer

WHEREAS:

LSM PROPERTIES LIMITED at Auckland ("the Transferor")

being registered as proprietor

of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in that piece of land situated in the Land District of **North Auckland** containing **117.9260 hectares**

more or less being **Lot 1 Deposited Plan 166414** being part Allotments 17, 18 and 21

Parish of Maraetai and being all the land comprised and described in Certificate of Title 100D/922 ("the land")

AND WHEREAS

By agreement in writing dated 13 September 1994 ("the agreement") the Transferor agreed to sell the land first described to **CUSTODIAN 1008 LIMITED** at Auckland ("the Transferee") and the Transferee agreed to purchase the land first described and to enter into the following covenants.

T C868567.5 Transfer
Cpy - 01/01.Pgs - 008,26/01/12.09.45



DocId: 511085460

01jul12:43:51	13/07/1995	0000002329
New Zealand Stamp Duty		Duty
Self assessed duty		88,467.250.00

~~(b) No parent of any member of the company under 17 years of age, owns, leases, holds, or occupies in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land:~~

~~(c) All the shares in the company are held by members on their own behalf and as the persons beneficially entitled thereto.~~

5. No company of which the purchaser (~~or lessee~~) is a member, the members of which are less than 10 in number, owns, leases, holds, or occupies in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will, in any such farm land.

6. The purchaser (~~or lessee~~) has not since the passing of the Act (namely, the 16th day of October 1952) transferred, granted, leased, or otherwise disposed of any estate or interest in farm land, as so defined, to any person as a trustee for any person or created any trust in respect of any estate or interest in any such farm land.

7. The transaction is not subject to Part IIA of the Act because—

The purchaser (~~or lessee~~) is not an overseas corporation as defined in section 35A of the Act.

~~or~~

~~The transaction does not relate to any land of any of the classes described in paragraph (f) of subsection (1) of section 35B of the said Act (as substituted by section 2 of the Land Settlement Promotion and Land Acquisition Amendment Act 1969).~~

~~[Or where the purchaser or lessee is a trustee]~~

The purchaser (~~or lessee~~) is the trustee under the following trust (*Specify the trust*)

and every beneficiary under the trust is a New Zealand citizen (or every beneficiary under the trust who is an individual is a New Zealand citizen and no beneficiary under the trust that is a body corporate is an overseas corporation as defined in section 35A of the Act).

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

DECLARED at AUCKLAND

this 29 day of September 1994

before me

Justice of the Peace
Solicitor of the High Court

Edlyn Moy

other person authorised to take and receive statutory declarations.

Avon Publishing Ltd., Auckland.

SL-250

15244

Form 2

Statutory Declaration where Purchaser or Lessee is a Company or other Body Corporate

In the matter of the Land Settlement Promotion and Land Acquisition Act 1952 (hereinafter referred to as "the Act"), and
In the matter of an agreement for sale and purchase

dated the 13th day of September 1994

from [Full name]

LSM PROPERTIES LIMITED at Auckland

ORIGINAL DEPOSITED

4.10.89

A.L.R.

as vendor (or lessor) to [Full name]

CUSTODIAN 1008 LIMITED at Auckland

as purchaser (or lessee) affecting all that parcel of land [Official description of land]

containing 312 acres being a subdivision comprising all that parcel of land being Lot 2 DP 40149 CT 38A/1044 (North Auckland Registry) and part of that parcel of land being part Lot 1 DP 15851, Lot 2 DP 153381, Lot 2 DP 157776 and part Lot 2 DP 15851, part CT 94D/48 (North Auckland Registry)

being all/part of the land comprised and described in certificate of title, Volume

folio () Land Registry.

I, NEVILLE CHRISTOPHER MAHON of Auckland, company director

solemnly and sincerely declare:

1. I am (State capacity in which declaration is made, e.g. the secretary, a director) a director
of (Full name of corporate body) CUSTODIAN 1008 LIMITED

the purchaser (or lessee) of the land above-described.

2. The purchaser (or lessee) has entered into the transaction on its own behalf as the person beneficially entitled thereunder.

3. The purchaser (or lessee) does not own, lease, hold, or occupy in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person, any farm land, as defined in the Act, outside a city or borough or town district, and has no estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will in any such farm land.

[In the case of a company]

4. There are more than nine members of the company.

Or

(a) No member of the company and no wife or husband of any member of the company owns, leases, holds, or occupies in fee simple or under any tenure of more than one year's duration, whether severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.



NOTICE OF PRODUCTION OF INSTRUMENTS

L & D 107

The District Land Registrar

Private Bag

AUCKLAND

Russell McKeough McKenzie

Partlett & Co

PO Box 8, Auckland

The following are produced

of Instruments Produced by Number or C.T. Reference

Statutory declaration by Custodian 1008 Ltd

To enable registration of:

transfer from ISM Properties Ltd to Social 1008 Ltd

from to

from to

from to

Are now returned

Russell McKeough McKenzie Partlett & Co

PO Box 8

AUCKLAND

(Edwards May)

For office use only

Date

Number

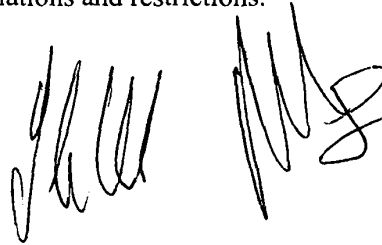
Received Instruments Listed Hereon
Per: 23.07.94

For D.L.R.

This copy to accompany instrument returned. When received receipt to be completed and form returned to District Land Registrar

NOW THEREFORE:

1. In consideration of the sum of **FOUR MILLION DOLLARS (\$4,000,000.00)** (plus Goods and Services Tax) paid by the Transferee to the Transferor (the receipt of which sum is acknowledged) the Transferor transfers to the Transferee all the Transferor's estate and interest in the land.
2. The Transferee with the intent to bind itself and future registered proprietors of the land covenants and agrees with the Transferor that the Transferee will at all times observe, perform, keep and be bound by each and every stipulation and restriction contained in the First Schedule to the intent that the stipulations and restrictions shall enure for the benefit of the land described in the Second Schedule and every part of it.
3. The Transferee shall, as regards the stipulations and restrictions, be liable only in respect of breaches of them which occur while the Transferee is the registered proprietor of the land or any part of it in respect of which any breach occurs.
4. The Transferee covenants and agrees that the Transferee will at all times keep indemnified the Transferor from all proceedings, costs, claims and demands in respect of breaches by the Transferee of the stipulations and restrictions.



FIRST SCHEDULE

Not to erect, permit, raise, place, make or suffer to stand any building or structure or any part of it on the land described in the third schedule.

SECOND SCHEDULE

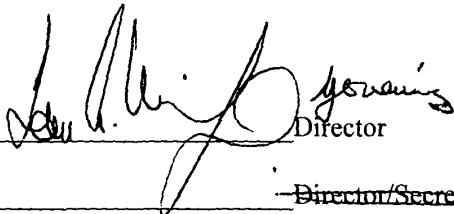
Lot 2 Deposited Plan 166414

THIRD SCHEDULE

That part of the land first described marked "A" on Deposited Plan 166414.

IN WITNESS WHEREOF these presents have been executed this 5 day
of July 1995

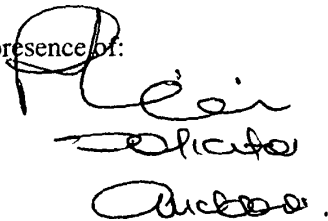
SIGNED by the abovenamed
LSM PROPERTIES LIMITED by:



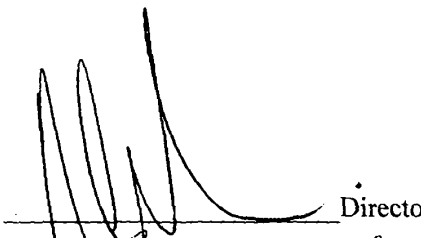
Director

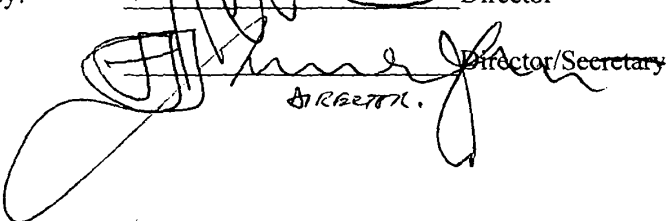
~~Director/Secretary~~

in the presence of:



SIGNED by the abovenamed
CUSTODIAN 1008 LIMITED by:



Director


Director/Secretary
STRUTTL.

in the presence of:

In Consideration of

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said

all

estate and interest in the

said land above described

In witness whereof these presents have been executed this
of 19

day

Signed by the above named

in the presence of:—

A handwritten signature in dark ink, appearing to be a stylized name with several loops and a long horizontal stroke at the end.A handwritten signature in dark ink, appearing to be a stylized name with several loops and a long horizontal stroke at the end.

No.

TRANSFER OF

Certificate of Title 100D/922

Correct for the purposes of the Land Transfer Act

SOLICITOR FOR THE TRANSFEREE

I hereby certify that this transaction does not contravene the provisions of Part 11A of the Land Settlement Promotion and Land Acquisition Act 1952.

SOLICITOR FOR THE TRANSFEREE

I hereby certify that for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

SOLICITOR FOR THE TRANSFEREE

.....LSM Properties Limited.....Transferor

.....Custodian 1008 Limited.....Transferee

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

Assistant / District Land Registrar

of the District of

SIMPSON GRIERSON
SOLICITORS
AUCKLAND (RGW/RAB)

Solicitors for the Transferee

2.33 21 JUL 95
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR
100D/922
866867.5