

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

EI 7017246.2 Easement
Cpy - 01/01.Pgs - 025.22/09/06.09



Land registration district

OTAGO

Grantor

Surname(s) must be underlined or in CAPITALS.

Jacks Point Limited and Jacks Point Residents and Owners Association Incorporated

Grantee

Surname(s) must be underlined or in CAPITALS.

Jacks Point Limited and Jacks Point Residents and Owners Association Incorporated

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 24th 28th day of August 2006

Attestation

Continued on Annexure Schedule 5

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

Continued on Annexure Schedule 5

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal] of Grantee

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.

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Dated

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(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)
Continued on Annexure Schedule 3	Continued on Annexure Schedule 3	Continued on Annexure Schedule 3	Continued on Annexure Schedule 3

Continue in additional Annexure Schedule if required.

~~[the provisions set out in Annexure Schedule 2].~~

[Annexure Schedule 2].

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

Y. S.

Annexure Schedule



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

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Annexure Schedule 2

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Developer is developing the Land, together with the Servient Tenement and the Dominant Tenement, as part of Jacks Point.
- B. The Developer and the Society intend that the Land and the Servient Tenement and the Dominant Tenement be subject to a general scheme applicable to and for the benefit of the Land and each of the Servient Tenement and the Dominant Tenement to ensure that Jacks Point is developed and administered in a co-ordinated and harmonious manner and to conserve and enhance the character, value and amenity values of Jacks Point ("the Scheme").
- C. The Society has been established to provide for and administer the Scheme for the benefit of the Land and the Servient Tenement and the Dominant Tenement as implemented through the Constitution and the Bylaws.
- D. ~~The Developer and the Society, intend that this Instrument shall be and remain registered against the titles to the Land and to each of the Servient Tenement and the Dominant Tenement to give effect to the Scheme so that:~~
 - a. owners or occupiers for the time being of the Servient Tenement shall be bound by the provisions of this Instrument;
 - b. owners and occupiers for the time being of any of the Dominant Tenement can enforce the observance of the provisions of this Instrument by the owners or occupiers for the time being of any of the Servient Tenement in equity or otherwise; and
 - c. the obligations and covenants of the Grantor under this Instrument are for the benefit of the Grantee and also for the benefit of the Society (in accordance with the Contracts Privity Act 1982).

1. Interpretation

1.1 In this Instrument unless the context otherwise requires:

"Allotment" means:

- a. the Servient Tenement; and
- b. any part of the Servient Tenement for which a separate title (including without limitation a unit title or a certificate of title for an estate in fee simple) has issued as a result of the subdivision of the Servient Tenement or otherwise.

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.

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Annexure Schedule



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"**Building**" means any structure on the Land other than:

- a. a fence or wall less than one metre in height above Ground Level;
- b. any other structure less than five square metres in area and less than one metre in height above Ground Level.

"**Bylaws**" means any bylaws promulgated by the Society in accordance with the Constitution from time to time.

"**Constitution**" means the constitution of the Society from time to time which is its rules for the purposes of the Incorporated Societies Act 1908.

"**Council**" means the Queenstown Lakes District Council or its successor.

"**Covenants**" means the covenants set out in this Instrument.

"**Design Guidelines**" means the design guidelines that form part of the Bylaws.

"**Design Review Board**" means the body established pursuant to the design review procedure detailed in the Development Controls.

"**Developer**" means Jacks Point Limited promoting and carrying out the development (including maintenance) of Jacks Point, including any:

- a. Related Entity of Jacks Point Limited that undertakes any part of the development or maintenance of Jacks Point; and/or
- b. any assignee and/or successor in title whether in whole or in part or parts of Jacks Point, that continues the promotion and carrying out of such development, and is nominated as such in writing by Jacks Point Limited.

"**Development Controls**" means the development controls dated July 2003 as approved by the Council pursuant to the Outline Development Plan for Jacks Point dated 15 August 2005 and as may be amended from time to time by the Society with the approval of the Council.

"**District Plan**" means the Queenstown-Lakes District Plan.

"**Dominant Tenement**" means:

- a. a lot within the Land for which a separate certificate of title (including without limitation, unit title, or a certificate of title for an estate in fee simple) has issued; and
- b. in relation to any Covenant means the land described in Annexure Schedule 3 as the dominant tenement which has the benefit of that Covenant.

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Annexure Schedule



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"**Golf Course**" means any golf course constructed on the Land.

"**Grantee**" means:

- a. In respect of the Dominant Tenement shown in Annexure Schedule 4 as being owned initially by Jacks Point Limited as the Developer and then its successors in title who are the registered proprietors of the Dominant Tenement from time to time; and
- b. In respect of the balance of the Dominant Tenement being the land shown in Annexure Schedule 4 as being owned initially by Jacks Point Residents & Owners Association Incorporated as the Society, means the registered proprietors from time to time of that land.

"**Grantor**" means:

- a. In respect of that part of the Servient Tenement shown in Annexure Schedule 4 as being owned initially by Jacks Point Limited as the Developer, means the registered proprietors from time to time of that land; and
- b. In respect of the balance of the Servient Tenement being the land shown in Annexure Schedule 4 as being owned initially by Jacks Point Residents & Owners Association Incorporated as the Society, means the registered proprietors from time to time of that land.

"**Ground Level**" means:

- a. where an instrument is registered against the certificate of title for an Allotment which includes a plan recording the ground level applicable to that Allotment, the level shown on that plan which is deemed to:
 - i. be the finished ground level of that Allotment at the date of the deposited plan which creates a separate certificate of title for that Allotment; and
 - ii. slope evenly between the contour lines shown on the plan recording the ground level applicable to that Allotment.
- b. where there is no instrument registered against the certificate of title for an Allotment as described in (a) above, the natural ground level of that Allotment as at 10 October 1995 (being "ground level") as determined pursuant to the District Plan.

"**Jacks Point**" means the integrated residential and commercial development undertaken by the Developer and its associated and/or subsidiary companies on the Land including but not limited to recreational facilities, hotel/lodge, dwellings, commercial development, roading, lakes, open spaces, walkways, car parking, Golf Course, clubhouse and all other associated infrastructure. At the Developer's option, exercisable by the Developer at any time on notice to the chairperson of the committee of the Society, it shall in addition include other development undertaken within Jacks Point Zone which is developed by an entity other than the Developer.

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"Jacks Point Zone" means the residential and commercial development zone called the Jacks Point Zone established by the Queenstown Lakes District Council as a resort zone under Part 12 of the District Plan.

"Instrument" means the front page of this Instrument, Annexure Schedule 1, Annexure Schedule 2 and Annexure Schedule 3.

"Land" means the land which comprises the land formerly contained in Lot 1 DP 337993 certificate of title 156346 and Lot 2 and Lot 5 DP 337993 and Lot 5 DP 26261 certificates of title 156347 (Otago Registry) but excluding Lot 13 DP364700.

"Lodge any Submission" means (without limitation) personally or through any agent or servant to directly or indirectly lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) taking any part in a planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

"Member" means a member of the Society.

"Outline Development Plan" means the plan of that name in respect of the Land approved under Resource Consent RM041269 granted 24 March 2005 as varied under Resource Consent RM050538 granted 15 August 2005 and subject to further amendment as approved by the Council from time to time.

"Planning Proposal" includes (without limitation) any application for resource consent and/or plan change and/or variation of any nature under or to the relevant District Plan or proposed District Plan or the Jacks Point Zone.

"Related Entity" in relation to a person means:

- a. any holding company of the person; or
- b. any person that is an associated person (as defined by the Securities Act 1978) or subsidiary of that holding company or of the person.

"Scheme" means as defined in Background Clause B above.

"Servient Tenement" means:

- a. any part of the Land for which a separate title (including, without limitation, a unit title or a certificate of title for an estate in fee simple) has issued; and
- b. in relation to any Covenant means the land described in Annexure Schedule 3 as the servient tenement which is subject to that Covenant.

"Society" means Jacks Point Residents & Owners Association Incorporated.

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Annexure Schedule



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1.2 For the avoidance of doubt:

- a. Words importing the singular number include the plural and vice versa.
- b. A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done.
- c. This Instrument binds and benefits the parties and their heirs, executors, successors and assigns in perpetuity and also any lessee or occupier of the Land, the Servient Tenement and the Dominant Tenement.

2. General Covenants

2.1 The Grantor covenants and agrees:

- a. to observe and perform all the Covenants at all times; and
- b. that the Covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement.

2.2 The Grantor covenants and agrees:

- a. to pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this Instrument;
- b. to indemnify the Grantee against all claims and proceedings arising out of a breach by the Grantor of any of its obligations set out in this Instrument;
- c. to pay the Grantee interest on all amounts due by the Grantor to the Grantee at the Default Interest Rate as defined in the Constitution (or if there is then no such Default Interest Rate defined in the Constitution, at the rate of 12% per annum) from the date of demand until paid.

3. Covenants relating to the Society

3.1 Subject to clauses 3.2 and 3.3, the Grantor covenants with the Grantee:

a. *Membership of Society*

On becoming the registered proprietor of an Allotment:

- i. to join as a Member;
- ii. to remain a Member while the Grantor continues to be the registered proprietor of that Allotment; and

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[Signature]

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iii. to fulfil and to continue to fulfil the obligations of a Member as set out in the Constitution and the Bylaws.

b. *Levies*

Without limiting the Grantor's obligations under clause 3.1a, to pay the Society all levies and any other moneys which shall be fixed, established and demanded from time to time by the Society in accordance with the Constitution and the Bylaws.

c. *Late Charges*

To pay any late charges demanded by the Society (including, without limitation, default interest at such rate as the Society may designate from time to time) in respect of any money owed by the Grantor to the Society which is in arrears.

d. *Costs*

To pay the Society's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Society's rights, remedies and powers under this Instrument and/or the Constitution and/or the Bylaws.

e. *Indemnity*

To indemnify the Society against all claims and proceedings arising out of a breach by the Grantor of any of its obligations set out in the Constitution and/or this Instrument and/or the Bylaws.

f. *Sale of Allotment*

Not to transfer or otherwise dispose of the Grantor's interest in an Allotment otherwise than in accordance with clause 9.

3.2 Until the Developer notifies the Society that the registered proprietors of the following Servient Tenements shall become Members, those registered proprietors shall be exempt from the covenants contained in clause 3.1:

a. Lots 15, 17, 18 and 19 DP364700; and

b. Lot 12 DP364700.

3.3 The registered proprietors named in clause 3.2 shall become bound by clause 3.1 upon becoming a Member.

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[Signature]

[Signature]

Annexure Schedule



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4. Covenants relating to Buildings

4.1 Without limiting the Grantor's obligations under clause 3.1a, the Grantor covenants with the Grantee:

a. *Development Controls*

To comply with the Development Controls applicable to the Grantor's Allotment.

b. *Design Guidelines*

To comply with the Design Guidelines applicable to the Grantor's Allotment.

c. *Design Review Board*

To comply with the Design Review Board process as provided for in the Development Controls or as otherwise approved by the Council and the Society.

d. *Building Approval*

i. Not to commence construction of any proposed Building on the Grantor's Allotment without having first obtained the written consent of the Design Review Board to the plans and specifications and exterior design and appearance of the Grantor's proposed Building.

ii. Not to make any changes to the plans and specifications of the exterior design or appearance of any Building on the Grantor's Allotment once approval has been obtained from the Design Review Board.

e. *Future Alterations*

Not to make additions or alterations to any Building on the Grantor's Allotment without the prior written consent of the Design Review Board.

f. *Compliance with the Building Act 2004*

Not to occupy any Building on the Grantor's Allotment without a current code compliance certificate issued under the Building Act 2004 (or any subsequent replacement legislation).

5. Covenants relating to Open Fires

5.1 The Grantor covenants with the Grantee in respect of those parts of the Land identified as Residential (R) or Village (V) in the Jacks Point Zone:

a. Not to allow or install any open, solid fuel fires within any residential building or on any residential lot other than:

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[Signature]

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- i. any internal or external barbecue fire being operated for cooking purposes;
- ii. any low-emission solid fuel burner emitting no more than 1.5 gm of particulate per kilogram of fuel burnt and with 65% fitting efficiency when measured and assessed in accordance with NZS:4012:1999 and 4013:1999 or equivalent replacement standard.

6. Covenants relating to Certain Protected Areas

6.1 The Grantor covenants with the Grantee in respect of the land known as the "Lakeshore Landscape Protection Area", "Peninsula Hill Landscape Protection Area" and "Highway Landscape Protection Area" in the Jacks Point Zone:

- a. Not to carry out or allow to be carried out any commercial forestry activity.
- b. Not to erect or allow to be erected any Building other than:
 - i. Buildings erected for a temporary purpose for a maximum of one year (such as a filming tower).
 - ii. Buildings related to service infrastructure (such as water holding tanks).
 - iii. Farm buildings (which exclude any buildings used for residential purposes).

7. Covenants relating to the Golf Course

7.1 For so long as the Grantor is the registered proprietor of the Golf Course, the Grantor covenants with the Grantee in respect of the Golf Course that:

- a. The Golf Course shall be constructed and maintained in accordance with international integrated pest management procedures applicable to golf courses.
- b. The part of the Golf Course situated largely in the area known as the "Tablelands" in the Jacks Point Zone shall be constructed and maintained as a "target" golf course which minimises mown areas of fairway and green and maximises retention of natural character and landscape.
- c. The Golf Course shall be constructed and maintained to a "best practice" standard to minimise application of chemical fertilisers, pesticides and herbicides and to maximise natural and/or organic procedures as far as is reasonably and practically possible with respect to local climatic and natural conditions.

8. Covenants in Relation to Future Development

8.1 The Grantor covenants and agrees with the Grantee that the Grantor will not at any time Lodge any Submission against any Planning Proposal by the Grantee to subdivide, develop or use:

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- a. any part of the Land identified as Village (V/JP) in the Jacks Point Zone for commercial, visitor accommodation and/or residential purposes;
- b. any part of the Land identified as Lodge (L) in the Jacks Point Zone for visitor accommodation purposes; and
- c. any part of that Land other than the land specified in clauses 8.1 (a) and (b) for any commercial, residential, rural or recreational activity provided that the benefit of this subclause shall be limited to those parts of the Land owned by the Developer and this subclause shall cease to have effect when no part of the Land is owned by the Developer.

8.2 The Grantor covenants and agrees with the Grantee that the Grantor will not at any time Lodge any Submission against any Planning Proposal:

- a. By or supported by Remarkables Park Limited or its successors in title to subdivide or develop any of the land described as the Remarkables Park Zone in the proposed Queenstown Lakes District Plan 1998 or any land or any development departing from, extending to and from or connected with that land.
- b. By or supported by Shotover Park Limited or its successors in title to subdivide or develop any of the land contained in Certificates of Title 118203, 118204, 118223, 28340, 28341, 19A/1148 and 14A/1071 (Otago Registry) or any land or any development departing from, extending to and from or connected with that land.
- c. By Dickson Stewart Jardine and Jillian Frances Jardine (or their successors in title) which is not materially inconsistent with the provisions of the Jacks Point Zone applicable to land contained in certificates of title 18D/1020, 2679 and 18D/1023.
- d. By Henley Downs Holdings Limited or its successors in title to the land contained in certificates of title OT147423 and OT147424 for a visitor accommodation lodge situated within the Tablelands area as identified in the Jacks Point Zone Figure 2, Henley Downs Structure Plan (as contained in the District Plan), provided that such lodge (or any part of it) is not located in the area between the southern boundary of Henley Downs Lands (as shown on the Jacks Point Zone Figure 2, Henley Downs Structure Plan (as contained in the District Plan)) and a line parallel to and 700 metres north of that boundary.
- e. Without limiting clause 8.2(d), by Henley Downs Holdings Limited or its successors in title to the land contained in certificates of title OT147423 and OT147424 which is not materially inconsistent with the provisions of the Jacks Point Zone applicable to the land contained in certificates of title OT147423 and OT147424.

8.3 The Grantor covenants and agrees with the Grantee that the Grantor shall not construct or operate any retail activity development over 200 square metres in size on the Land prior to 4 October 2013. This covenant is inserted for the benefit of Remarkables Park Limited, Shotover Park Limited and their successors in titles to the land referred to in clauses 8.2a and b.

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- 8.4 The Grantor and Grantee agree that the Grantor's obligations and covenants under clauses 8.2 and 8.3 are for the benefit of the persons named in those clauses and their successors in titles to the land referred to in clause 8.2 (in accordance with the Contracts Privity Act 1982).
- 8.5 The Grantor covenants and agrees with the Grantee that the Grantor will support the legal stopping of any part of that existing unformed road known as Woolshed Road which runs through and bisects the Land.
- 8.6 The Grantor hereby gives written approval for the purposes of the Resource Management Act 1991 to any Planning Proposal referred to in clauses 8.1 and 8.2. The Grantor shall provide any necessary further written approval to any such Planning Proposal if requested by any of the persons named in clauses 8.1 and 8.2 and in the event of failing to do so those persons shall be entitled to provide a copy of this clause 8 to the relevant consent authority as evidence that such written approval is given.
- 9. Transfer of Allotments**
- 9.1 This Instrument binds the Grantor's heirs, executors, administrators, successors and assigns for the benefit of the Grantee and the Grantee's heirs, executors, administrators, successors and assigns.
- 9.2 The Grantor must obtain the Society's prior written consent to any transfer of the Grantor's ("Vendor's") interest in an Allotment ("the Transfer"). Notwithstanding anything else in this Instrument, the Society must consent to a Transfer if:
- a. the Vendor has performed its obligations under this clause and as a Member as set out in the Constitution; and
 - b. the purchaser of the relevant Allotment ("the Purchaser") has met any requirements set out in the Constitution.
- 9.3 Any Transfer will be on the following terms:
- a. The Vendor shall remain liable for sums owed to the Society by that Vendor.
 - b. Without limitation, the Vendor shall continue to be liable as a primary and principal debtor for all indebtedness of the Purchaser to the Society until such time as:
 - i. the Transfer to the Purchaser is registered at Land Information New Zealand;
 - ii. the Vendor has performed its obligations under this clause and as a Member as set out in the Constitution; and
 - iii. the Purchaser has met any requirements set out in the Constitution.

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- c. The Purchaser shall be liable jointly and severally with the Vendor for all indebtedness of the Vendor to the Society in respect of that Allotment purchased and a statement of indebtedness issued by the Society shall (in the absence of manifest error) be conclusive as to the sum of such indebtedness.

10. Enforcement by the Society

10.1 The Grantor and the Grantee agree that:

- a. The Grantor's obligations and covenants under this Instrument are for the benefit of the Grantee and also for the benefit of the Society (in accordance with the Contracts Privity Act 1982).
- b. The Society may facilitate the observance of this Instrument by the Grantor by taking all necessary steps to enforce its observance on behalf of the Grantee. The Grantee irrevocably appoints the Society to be its attorney and in its name and at its expense to do any thing which the Society considers necessary or desirable to enforce or attempt to enforce the Grantee's rights or powers under this Instrument.
- c. Without limiting the appointment made in clause 10.1b that appointment may specifically extend to the Society issuing proceedings in the name of the Grantee, provided that in doing so the Society indemnifies the Grantee against all costs arising from or incidental to those proceedings.

11. Notice

- 11.1 Any notice required to be served on any party shall be in writing and served in accordance with the Constitution, or if the Constitution is silent as to service requirements as the law otherwise requires in accordance with the Property Law Act 1952.

12. Severability

- 12.1 If any of the provisions of this Instrument is judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument.

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Annexure Schedule 3**Continuation of Schedule A**

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenants (as set out in Annexure Schedule 2)	Lots 12, 14-28, 101-103 DP364700	Lots 12, 14-28, 101-103 DP364700	Lots 12, 14-28, 101-103 DP364700
	Lot 5 DP26261	Lot 5 DP26261	Lot 5 DP26261
	Lots 1, 5-11, 100 DP359052	Lots 1, 5-11, 100 DP359052	Lots 1, 5-11, 100 DP359052
	Lots 114-122, 5001-5105, 402, 403, 210-216 DP367532	Lots 114-122, 5001-5105, 402, 403, 210-216 DP367532	Lots 114-122, 5001-5105, 402, 403, 210-216 DP367532
	Lots 1, 1001-1036, 1039, 1040, 1043, 1044, 1048-1056, 1061, 1062, 1067-1070, 1073-1079, 1159-1170 DP365108	Lots 1, 1001-1036, 1039, 1040, 1043, 1044, 1048-1056, 1061, 1062, 1067-1070, 1073-1079, 1159-1170 DP365108	Lots 1, 1001-1036, 1039, 1040, 1043, 1044, 1048-1056, 1061, 1062, 1067-1070, 1073-1079, 1159-1170 DP365108
	(CTs 262752, 262754-262761, 286605, 240594, 274141, 274143-274250, 264153-264227, 284017, 284018) 240598, 240600	(CTs 262752, 262754-262761, 286605, 240594, 274141, 274143-274250, 264153-264227, 284017, 284018) 240598, 240600	(CTs 262752, 262754-262761, 286605, 240594, 274141, 274143-274250, 264153-264227, 284017, 284018) 240598, 240600

 HK
 Lots 101, 106-109,
 205-207, 300-302
 DP 365108 HK

 Lot 101, 106-109,
 205-207,
 300-302
 DP 365108 HK

 Lots 101, 106-109,
 205-207, 300-
 302 DP 365108 HK

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Annexure Schedule 4

Servient Tenement and Dominant Tenement owned initially by Jacks Point Limited ("the Developer")

Lots 12, 14, 15, 17-19, 21, 24 DP364700

Lot 1 DP359052

Lots 5001-5105, 402, 403 DP367532

Lots 1, 1001-1036, 1039, 1040, 1043, 1044, 1048-1056, 1061, 1062, 1067-1070, 1073-1079, 1159-1170 DP365108

(CTs 262752, 262754, 262755, 262757, 262758, 240594, 274144-274250, 264153, 264156-264227, 284017, 284018)

Servient Tenement and Dominant Tenement owned initially by Jacks Point Residents & Owners Association Incorporated ("the Society")

Lots 16, 20, 22-23, 25-28, 101-103 DP364700

Lot 5 DP26261

Lots 5-11, 100 DP359052

Lots 114-122, 210-216 DP367532

Lots 205-207, 101, 106-109, 300-320 DP365108

(CTs 262756, 262759-61, 286605, 240598, 240600, 274141, 274143, 264154, 264155)

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.

JP. SS

Annexure Schedule



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

Easement

Dated

28 August 2006

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of

23

Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 5

Continuation of Attestation

Signed by: **Jacks Point Residents & Owners Association Incorporated** as Grantee by its duly Authorised Attorney
Joanna May Schmelz



Signed in my presence by **Jacks Point Residents & Owners Association Incorporated**


Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

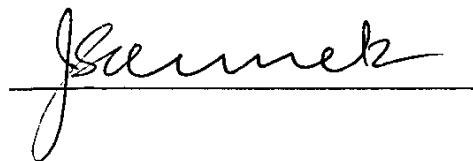
Witness name:

**Sarah Louise Swale
Legal Executive
Queenstown**


Occupation:

Address:

Signed by **Jacks Point Limited** as Grantee by its duly Authorised Attorney Joanna May Schmelz



Signed in my presence by **Jacks Point Limited**


Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

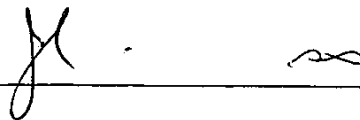
Witness name:

**Sarah Louise Swale
Legal Executive
Queenstown**

Occupation:

Address:

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



Annexure Schedule



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

Easement

Dated

28 August 2006

Page **16** of **23** Pages

(Continue in additional Annexure Schedule, if required.)

Signed by: **Jacks Point Residents & Owners Association Incorporated** as Grantor by its duly Authorised Attorney

Joanna May Schmetz

[Signature]

Signed in my presence by **Jacks Point Residents & Owners Association Incorporated**

[Signature]

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name: **Sarah Louise Swale
Legal Executive
Queenstown**

Occupation:

Address:

Signed by **Jacks Point Limited** as Grantor by its duly Authorised Attorney

Joanna May Schmetz

[Signature]

Signed in my presence by **Jacks Point Limited**

[Signature]

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Occupation: **Sarah Louise Swale
Legal Executive
Queenstown**

Address:

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.

[Signature]

Annexure Schedule



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

Easement

Dated

28 August 2006

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23

Pages

(Continue in additional Annexure Schedule, if required.)

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Joanna May Schnetz of Queenstown, Administration Manager **HEREBY CERTIFY:**

1. THAT by Deed dated the 28th day of April 2006 ("the Deed"), a copy of which was deposited in the Otago Land Registry Office, under number 5848087.6, I was appointed the lawful attorney of **JACKS POINT LIMITED** ("the Company") as Grantor, on the terms and subject to the conditions set out in the Deed.

2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the commencement of liquidation of the Company, or otherwise.

SIGNED by: Joanna May Schnetz (name)

[Signature] (signature)

at Queenstown this 28th day of August 2006

SIGNED in my presence:

[Signature]
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name: **Sarah Louise Swale**
Legal Executive
Queenstown

Occupation:

Address:

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.

[Signature]

[Signature]

Annexure Schedule

Insert type of instrument

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

Easement

Dated

24 August 2006

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of

23

Pages



(Continue in additional Annexure Schedule, if required.)

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Joanna May Schmeltz of Queenstown Administration manager **HEREBY CERTIFY:**

1. THAT by Deed dated the 28th day of April 2006 ("the Deed"), a copy of which was deposited in the Otago Land Registry Office, under number 6848087.6, I was appointed the lawful attorney of **JACKS POINT LIMITED** ("the Company") as Grantee, on the terms and subject to the conditions set out in the Deed.

2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the commencement of liquidation of the Company, or otherwise.

SIGNED by: Joanna May Schmeltz (name)

[Signature] (signature)

at Queenstown this 28th day of August 2006

SIGNED in my presence:

[Signature]
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Sarah Louise Swale
Legal Executive
Queenstown

Occupation:

Address:

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

Annexure Schedule

Insert type of instrument

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

Easement

Dated

28 August 2006

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Pages



(Continue in additional Annexure Schedule, if required.)

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Joanna May Schmeltz of Queenstown Administration Manager **HEREBY CERTIFY:**

1. THAT by Deed dated the 27th day of June 2006 ("the Deed"), a copy of which was deposited in the Otago Land Registry Office, under number 6929597-2, I was appointed the lawful attorney of **JACKS POINT RESIDENTS & OWNERS ASSOCIATION INCORPORATED** ("the Society") as Grantee, on the terms and subject to the conditions set out in the Deed.

2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the commencement of liquidation of the Society, or otherwise.

SIGNED by: Joanna May Schmeltz (name)

[Signature] (signature)

at Queenstown this 28th day of August 2006

SIGNED in my presence:

[Signature]
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Sarah Louise Swale
Legal Executive
Queenstown

Occupation: .

Address:

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.

[Signature]

[Signature]

Annexure Schedule

Insert type of instrument

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



Easement

Dated

28 August 2006

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23

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(Continue in additional Annexure Schedule, if required.)

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Joanna May Schmetz of Queenstown Administration Manager **HEREBY CERTIFY:**

1. THAT by Deed dated the 27th day of June 2006 ("the Deed"), a copy of which was deposited in the Otago Land Registry Office, under number 6929597-2, I was appointed the lawful attorney of **JACKS POINT RESIDENTS & OWNERS ASSOCIATION INCORPORATED** ("the Society") as Grantor, on the terms and subject to the conditions set out in the Deed.

2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the commencement of liquidation of the Society, or otherwise.

SIGNED by: Joanna May Schmetz (name)

Schmetz (signature)

at Queenstown this 28th day of August 2006

SIGNED in my presence:

swale

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Sarah Louise Swale
Legal Executive
Queenstown

Occupation:

Address:

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.

JS

sw

Annexure Schedule



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

Easement

Dated

26 August 2006

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(Continue in additional Annexure Schedule, if required.)

Lifestyles of New Zealand Queenstown Limited as Caveator under Caveat No. 6863718.7 hereby consents to the registration of the within instrument but without prejudice to its rights and powers existing under the said Caveat

Dated this

31

day of

August

2006

Signed by Lifestyles of New Zealand Queenstown Limited as Caveator

Director

Director

SIGNED in my presence:

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Occupation:

Address:

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 Variation

Dated

24 August 2006

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of

Pages

(Continue in additional Annexure Schedule, if required.)

Westpac Banking Corporation as Mortgagee under Mortgage No. 6128838.3 hereby consents to the registration of the within instrument but without prejudice to its rights and powers existing under the said Mortgage.

Dated this

24th

day of

August

2006

Signed by Westpac Banking Corporation as Mortgagee

by its attorney

GABRIELLE MARY MASON

SIGNED in my presence:

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Occupation:

KIRSTON JANE COX
BANK OFFICER
WESTPAC BANKING CORPORATION
LEGAL SERVICES UNIT
AUCKLAND

Address:

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

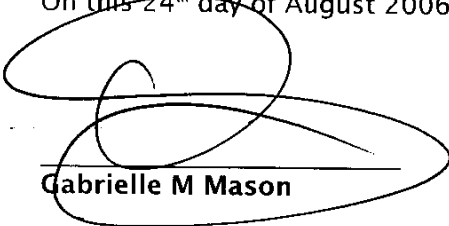
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **GABRIELLE MARY MASON** of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 20 October 2003 a copy of which is deposited in the Land Registry Office at Christchurch and there numbered PA 5941731.1 **WESTPAC BANKING CORPORATION** ABN 33 007 457 141, incorporated in Australia (and registered in New South Wales) under the Corporations Act 2001 of Australia and having its principal place of business in New Zealand at 188 Quay Street, Auckland ("Westpac") appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.
2. **THAT**, at the date of this certificate I am a Tier Two Attorney for Westpac.
3. **THAT**, at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Westpac or otherwise.

SIGNED at Auckland
On this ~~24th~~ day of August 2006



Gabrielle M Mason

Annexure Schedule



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

Easement

Dated

28 August 2006

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23

Pages

(Continue in additional Annexure Schedule, if required.)

Jacks Point Residential Limited as Caveator under Caveat No. 6863718.8 hereby consents to the registration of the within instrument but without prejudice to its rights and powers existing under the said Caveat

Dated this

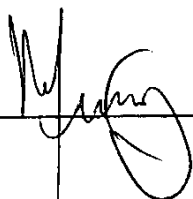
1st

day of

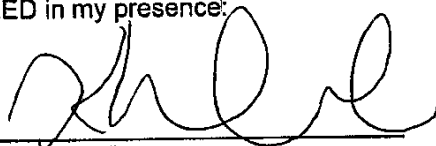
September

2006

Signed by Jacks Point Residential Limited as Caveator

 Director

SIGNED in my presence:



Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Kimberly Windsor

Occupation:

Solicitor
Friedlander & Co
Solicitors. Auckland

Address:

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.



