

DATED 7 April

2008

QUEENSTOWN-LAKES DISTRICT COUNCIL

("Council")

[Redacted]

("Owner")

[Redacted]

("Guarantor")

BON 7802746.20 Bond

Copy - 01/01, Pgs - 012, 01/06/08, 12:02



DocID: 212181994

BOND

Pursuant to Section 108 of the Resource Management Act 1991
(to be registered pursuant to Section 109)

Correct for the purposes of the Land Transfer Act 1952

[Redacted]

[Redacted]

BOND

Pursuant to Section 108 of the Resource Management Act 1991
(to be registered pursuant to Section 109)

DATED the 7 day of April 2008

BETWEEN **QUEENSTOWN-LAKES DISTRICT COUNCIL** a Body Corporate under the
Local Government Act 1974 ("Council")

AND [REDACTED] ("the Owner")

AND [REDACTED] ("the Guarantor")

WHEREAS

- A. The Owner is the registered proprietor of all that land legally described as [REDACTED]
[REDACTED]
[REDACTED]
- B. The Owner has made application to Council for subdivision consent to subdivide Lot 1 DP 359052 to create 195 new residential allotments, 10 open space allotments, 6 access allotments and 5 allotments to vest as private road pursuant to Section 88 of the Resource Management Act 1991 ("the Act").
- C. Council has approved the Owner's application pursuant to Section 104 of the Act by granting Resource Consent 060351 on 22nd December 2006 ("the Resource Consent") subject to certain conditions imposed pursuant to Section 220 of that Act ("the Conditions").
- D. The Owner has agreed to enter into a Bond to secure performance of the various works referred to in conditions 5(g), 8 and 9 of the Resource Consent and specified in Schedule A hereto ("the Works") prior to the Council issuing a Section 224(c) Certificate pursuant to the Act.
- E. The Guarantor has agreed to guarantee the performance of this Bond and the Owner has consented to this Bond being registered against the Certificate of Title to the Land.

THE OWNER, THE COUNCIL, AND THE GUARANTOR HEREBY COVENANT WITH EACH OTHER THAT:

1. THE Owner covenants with the Council that it will complete the Works in a proper and efficient manner to the reasonable satisfaction of Council and in compliance with all applicable statutes regulations and by-laws.

2. IF the Owner fails to comply with their obligations pursuant to Clause 1:

- (a) the Owner will upon demand pay to Council the sum of [REDACTED] (excluding GST) ("the Bonded Sum");
- (b) Council may enter on the land affected by the Works and complete the Works and recover the costs thereof from the Owner out of the Bonded Sum so far as that money will extend;
- (c) where the cost of any work reasonably done by Council pursuant to clause 2(b) exceeds the Bonded Sum the amount of that excess shall constitute a debt due by the Owner to Council; and/or
- (d) on completion of any work done by Council pursuant to Clause 2(b), any money remaining in the hands of Council shall be returned to the Owner or the Guarantor as the case may be.

3. THE Owner will pay the legal costs and charges incurred by Council of and incidental to the preparation and release of this Bond and any legal charges or costs incurred by Council in the enforcement of this Bond.

4. COUNCIL shall refund payment of the Bonded Sum made pursuant to Clause 2(a) or Clause 6 (less any money retained by Council pursuant to Clause 2(b)) upon the completion to Council's reasonable satisfaction of the Works or if Council shall decide in its sole discretion that the Works are no longer required and this Bond shall thereafter be void. At that time Council will prepare at the Owner's expense a release of this Bond to be registered against the title to the Land.

5. THE Owner acknowledges that its liability under this Bond shall not be released, varied or affected in any way by any delay, extension of time, or other indulgence suffered or permitted by Council or by any failure or neglect by Council to enforce the terms of this Bond.

6. THE Guarantor hereby guarantees payment to Council upon demand of the Bonded Sum provided that the liability of the Guarantor shall be terminated upon:

- (a) the Guarantor or the Owner depositing with Council the Bonded Sum, less any amount or amounts that may be or have previously been paid pursuant to this Bond or such lesser amount as may be required by Council whether or not such sum has been demanded PROVIDED THAT any amount(s) paid to Council pursuant to this Clause shall be held by Council as security for the Owner's obligations pursuant to this Bond; or
- (b) Upon the completion to Council's reasonable satisfaction of the Works or if Council shall in its sole discretion decide that the Works are no longer required.

7. SHOULD the Guarantor be notified in writing, purporting to be signed by the Council that the Council desires payment to be made of the whole or any part or parts of the Bonded Sum, it is unconditionally agreed that such payment or payments will be made to the Council forthwith without further reference to the Owner and notwithstanding any notice given by the Owner to the Guarantor not to pay the Bonded Sum.

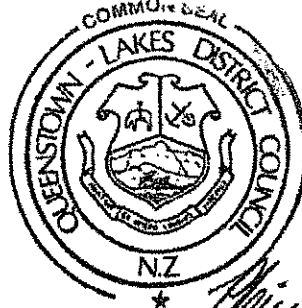
8. ANY demand by the Council for payment from the Guarantor of any moneys which may become payable pursuant to the provisions of this Bond shall be deemed to have been sufficiently made if made in writing signed by the Council or by any director, secretary, employee or officer of the Council, and if served personally on, or posted as a registered letter addressed to the Guarantor at its registered office, or its principal place of business in New Zealand, or any other address notified to the Council by the Guarantor. Such demand for payment, if sent by registered post, shall be deemed to be received by the Guarantor on the third day following the day it was handed into the care of an office of the New Zealand postal system.

9. PAYMENT by the Guarantor or the Owner of the Bonded Sum (or such lesser amount as may be required by Council) shall not release the Owner from any other of the Owner's obligations under this Bond (other than the obligations to pay the Bonded Sum).

10. THE OWNER shall through its solicitors register this Bond over the Land under the Land Transfer Act 1952 against Certificate of Title 274144.

IN WITNESS WHEREOF these presents have be executed the day and year first before written

The COMMON SEAL of)
QUEENSTOWN-LAKES DISTRICT)
COUNCIL was hereunto affixed)
in the presence of:)



Philip Goodwin

Mayor
Kelly...

Chief Executive Officer

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

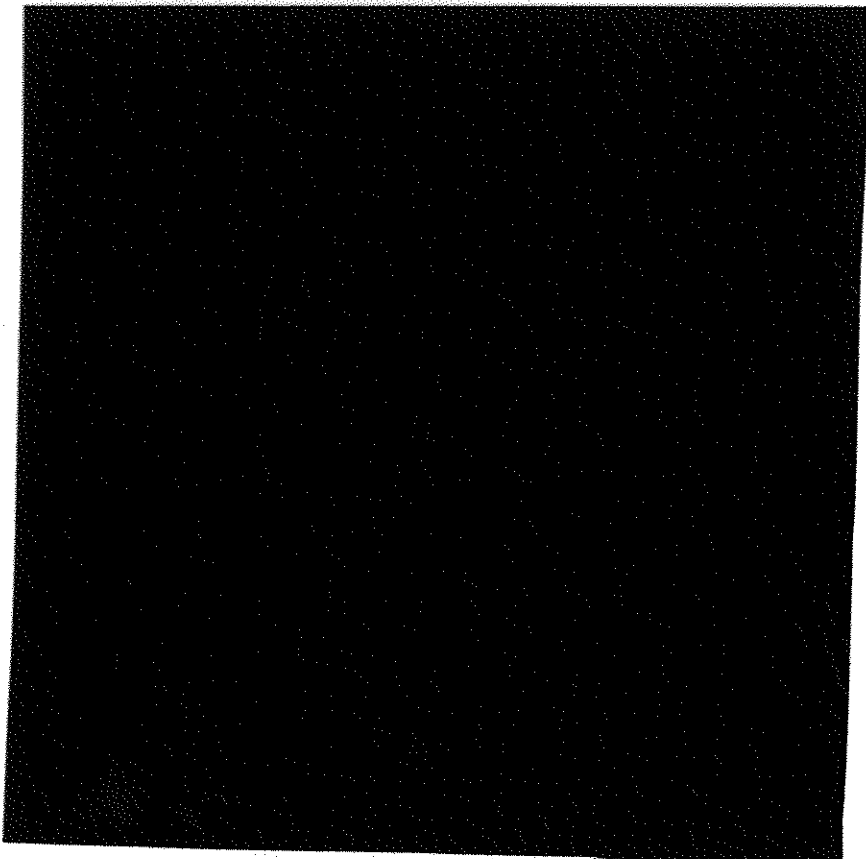
I, [REDACTED] of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. THAT by Deed dated 6 September 2006, a copy of which is deposited with Land Information New Zealand and numbered [REDACTED], incorporated in New Zealand and having its principal place of business at [REDACTED] Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. THAT at the date of this certificate I am a Tier One Attorney for [REDACTED]
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 [REDACTED] or otherwise

SIGNED at Auckland

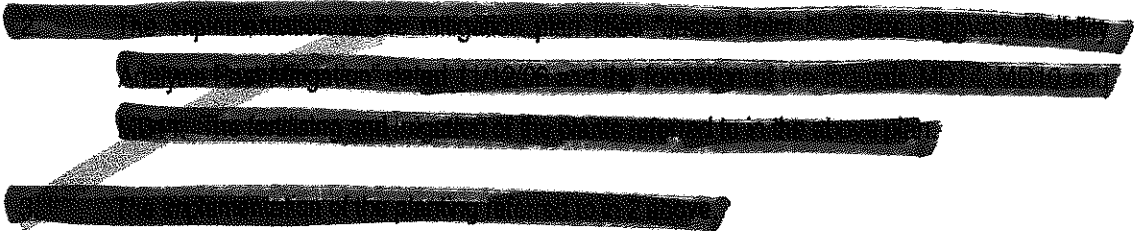
On this 7th day of April 2008



SCHEDULE

WORKS TO BE COMPLETED

1. All earth worked areas which have not been formed with impervious surfaces shall be top-soiled and grassed.



4. Schedule of Costs for the Bonded Works - (refer to attached schedule).

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

Annexure Schedule



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

BOND

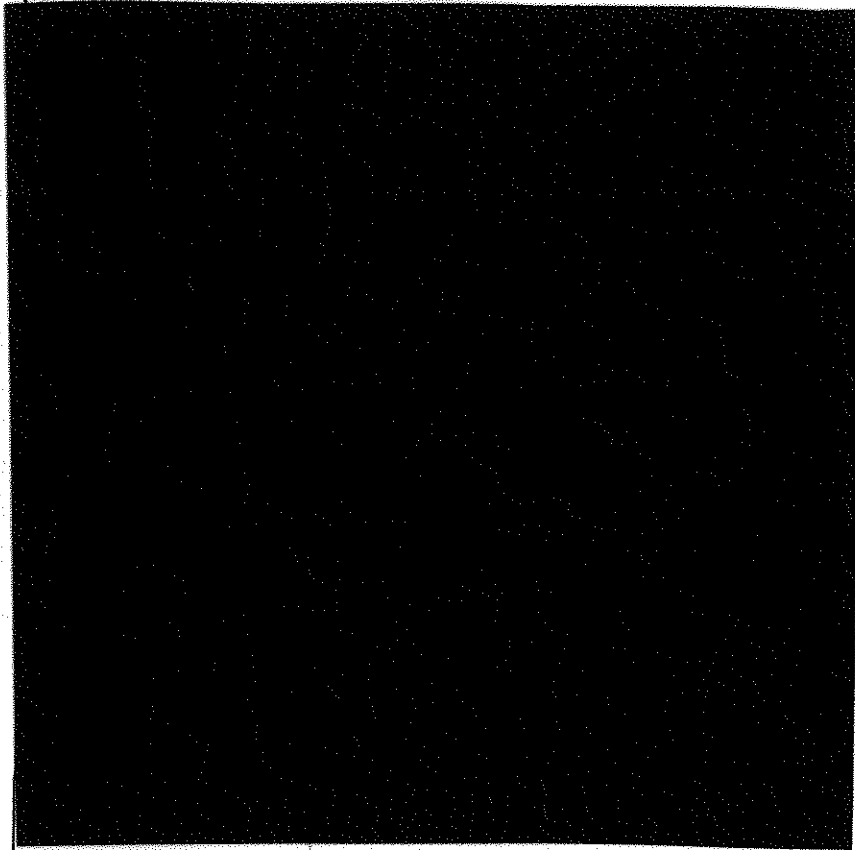
Dated 7 April 2008

Page 1 of 1 pages

(Continue in additional Annexure Schedule, if required.)

_____ as Mortgagee under Mortgage _____ hereby consents to the registration of the within Bond but without prejudice to its rights and powers existing under the said Mortgage.

Dated this 7th day of April 2008



Doc 19 - Bond - N4(1)

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.

8