

DEED dated 11 November 2004

PARTIES

AK ANDREW JOHN KIDD ("Covenantor")

HARVIE FRASER FERGUSON, LEEANN FERGUSON and GAYLENE ANN CORKIN ("Covenantees")

INTRODUCTION

- A. The Covenantor is registered as proprietor of the estate described in the First Schedule ("Servient Land")
- B. The Covenantees are registered as proprietors of the land described in the Second Schedule ("Dominant Land").
- C. The Covenantor has agreed with the Covenantees to accept restriction upon the Servient Land for the benefit of the Dominant Land.

COVENANTS

- 1. The Covenantor for itself and its successors in title to the Servient Land hereby covenants and agrees with the Covenantees and its successors in title to the Dominant Land, that the Covenantor will henceforth and at all times hereafter observe and perform the stipulations and restrictions contained in the Third Schedule to the end and intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed, forever inure for the benefit of, and be appurtenant to, the whole of the Dominant Land and every part thereof.
- 2. This deed shall be registered against the estate described in the First Schedule by the Covenantor forthwith following execution, and the provisions of this deed shall run forever in favour of the registered proprietor of the Dominant Land or any part thereof from time to time.

EXECUTION

AK ANDREW JOHN KIDD as
Covenantor in the presence of:

AK Kidd
A. J. Kidd


KRM
Witness sign

KRM Littlejohn
Print name

Barrister
Occupation

Auckland
Address

HARVIE FRASER FERGUSON as
Covenantee in the presence of:



H F Ferguson



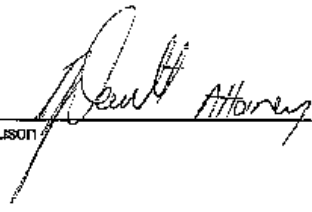
Witness sign

Print name

Occupation *Marjorie R Papali JP
Legal Executive
Auckland*

Address

LEEANN FERGUSON as
Covenantee in the presence of:



L Ferguson




Witness sign

Print name

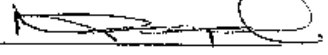
Occupation *Marjorie R Papali JP
Legal Executive
Auckland*

Address

GAYLENE ANN CORKIN as
Covenantee in the presence of:



G A Corkin



Witness sign

Print name

Occupation *Marjorie R Papali JP
Legal Executive
Auckland*

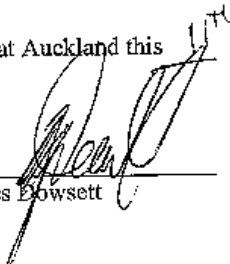
Address

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, NEIL JAMES DOWSETT, of Auckland, Solicitor hereby certify:

1. That by Power of Attorney dated 19th October 2000, Leann Ferguson, Student, of Auckland appointed me as her attorney on the terms and subject to the conditions set out in the said Power of Attorney.
2. That as at the date hereof I have not received any notice or information of the revocation of that appointment by the said Leann Ferguson, of Auckland or otherwise.

SIGNED at Auckland this 11th day of November 2004



Neil James Dowsett

FIRST SCHEDULE

(Servient Land)

Certificate of Title

257448

Lot and Deposited Plan Number

Lot 5 DP 363199

SECOND SCHEDULE

(Dominant Land)

Certificate of Title

NA135D/443

Lot and Deposited Plan Number

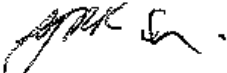
Lot 2 on Deposited Plan 208513

THIRD SCHEDULE

(Covenants)

1. The Covenantor acknowledges and agrees that:
 - (a) The Covenantees own and operate a vineyard on the Dominant Land;
 - (b) Noise generation is an unavoidable effect of such vineyard operation, including without limitation, noise from the operation of turbine sprayers, compressed air leaf removers, tractors, harvesters, trimmers, motor bikes, frost protecting windmills and bird scaring devices (including without limitation propane gas canons, shotguns, electronic bird distress calls, horns and sirens);
 - (c) The operation of the vineyard is a permitted activity conducted in accordance with the Whangarei District Plan, to which the Dominant Land is subject;
 - (d) Subject to compliance with conditions in the Whangarei District Plan and the Sale of Liquor Act 1989, the Covenantees are entitled to sell wine produced from the vineyard to the public from the Dominant Land as a permitted activity.

2. The Covenantor agrees and covenants that:
 - (a) While the operation of the vineyard and any wine sales from the Dominant Land are carried on in accordance with the Whangarei District Plan or any replacement plan and the Sale of Liquor Act 1989 the Covenantor will allow the Covenantees to carry on the operations of the vineyard and wine sales without interference or restraint from the Covenantor.



(b) The Covenantor will not, so long as the operations of the vineyard and sales of wine from the Dominant Land are carried on in accordance with the Whangarei District Plan or any replacement plan, and the Sale of Liquor Act 1989, bring any proceedings for damages, negligence, nuisance, trespass or interference arising from the use of the vineyard and sales of wine.

(c) The Covenantor will not:

- (i) make nor lodge; nor
- (ii) be a party to; nor
- (iii) finance nor contribute to the cost of;

any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict the continuation of the vineyard or the permitted sale of wine on the Dominant Land, including without limitation any action to require the Covenantees to modify the operations carried out on the Dominant Land.

3. The covenants on the part of the Covenantor are to continue to apply so long as the vineyard is operated on the Dominant Land notwithstanding any intensification in or change of method of operation of the vineyard.
4. The Covenantees acknowledge that this covenant does not constitute affected persons approval by the Servient Land under the Resource Management Act 1991 to any resource consent application the Dominant Land may make in relation to the vineyard operation or sale of wine from the Dominant Land, nor does clause 2(c) of this covenant prevent the Servient Land lodging a submission on any such application.