

Record of title here

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**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

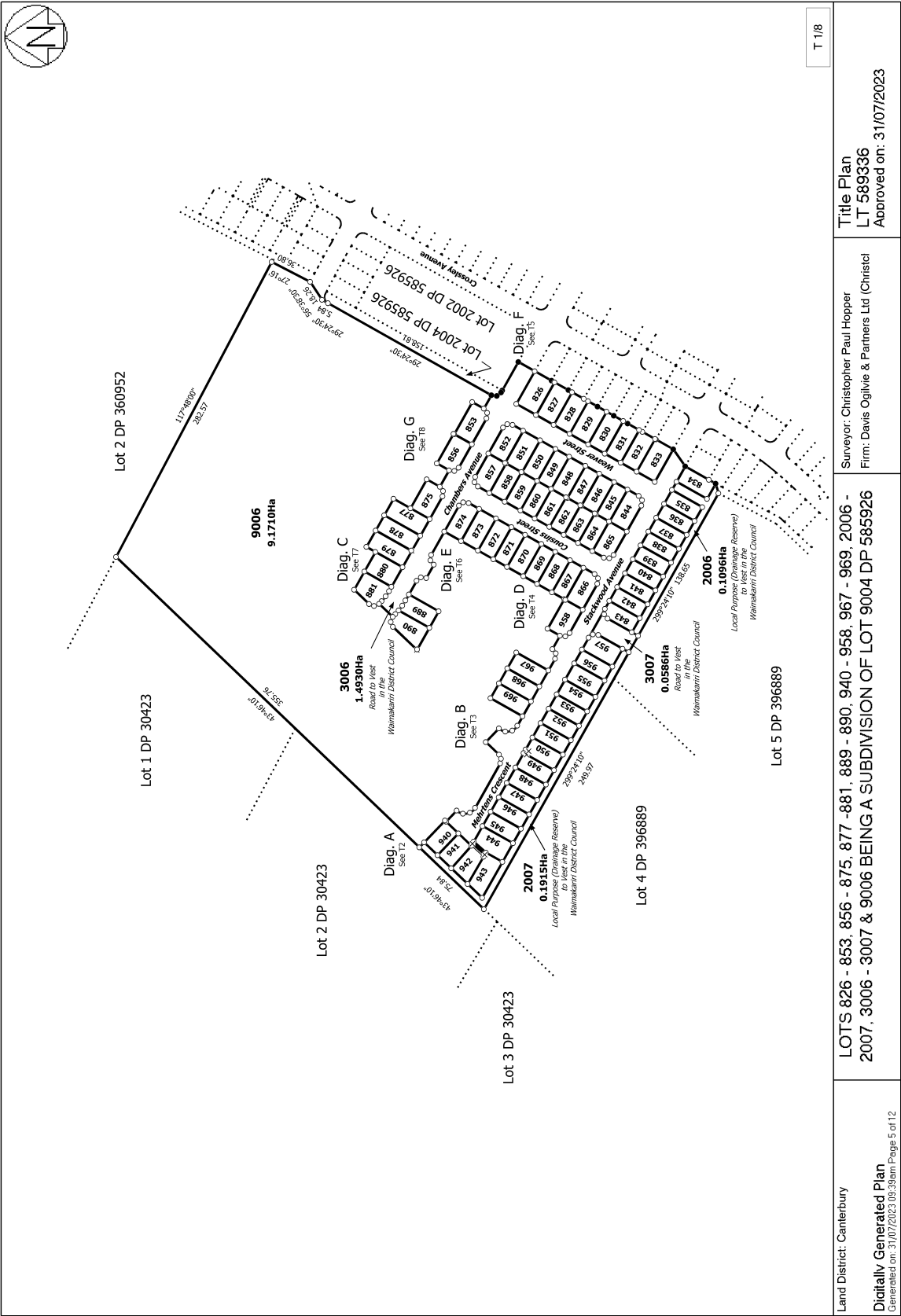
Identifier **1122975**
Land Registration District **Canterbury**
Date Issued 17 July 2023

Prior References
1142440

Estate Fee Simple
Area 510 square metres more or less
Legal Description Lot 958 Deposited Plan 589336
Registered Owners
Toner Construction Limited

Interests

Land Covenant (in gross) in favour of Ravenswood Developments Limited created by Covenant Instrument 12763802.3 - 17.7.2023 at 5:37 pm
Fencing Covenant in Transfer 12804521.3 - 24.8.2023 at 11:24 am
13391663.1 Mortgage to Avanti Finance Limited - 3.9.2025 at 12:42 pm



View Instrument Details



Instrument No 12763802.3
Status Registered
Date & Time Lodged 17 July 2023 17:37
Lodged By Henderson, Fiona Maire Keall
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1122920	Canterbury
1122921	Canterbury
1122922	Canterbury
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1122995	Canterbury
1122996	Canterbury

Annexure Schedule Contains 9 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Fiona Maire Keall Henderson as Covenantor Representative on 17/07/2023 10:41 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Fiona Maire Keall Henderson as Covenantee Representative on 17/07/2023 10:41 AM

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

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Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

RAVENSWOOD DEVELOPMENTS LIMITED

Covenantee

RAVENSWOOD DEVELOPMENTS LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) 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 of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive use covenant	Lots 826-853, 856-875, 877-881, 889-890, 940-958 and 967-969 DP 589336	Lots 826-853, 856-875, 877-881, 889-890, 940-958 and 967-969 DP 589336 (1122920-1122996)	In gross

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Covenant rights and powers (including terms, covenants and conditions)

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 209 of the Land Transfer Act 2017].~~

Annexure Schedule 1.

Annexure Schedule 1 – Restrictive use covenant

1. Purpose

- 1.1 The purpose of these covenants is to protect the market and aesthetic value of the Dominant Lots, the privacy, peace and security of the occupants of the Dominant Lots, and the quality of the environment affecting the Dominant Lots for the benefit of the Dominant Lots, Ravenswood, and its associated Community in general.

2. Definitions

In the following covenants:

- 2.1 Headings are for ease of reference only and do not form part of any covenant nor affect the meaning of any covenant.
- 2.2 Words imputing the singular include the plural and vice versa.

Approved means approved by Ravenswood either in accordance with clause 4.1 or as may otherwise be required by any of the covenants.

Building comprises a building as defined by the Building Act 2004 (or latest version).

Dwelling or **Dwellinghouse** means and includes a residential dwelling house, or family residence.

Landscape Feature means any visible structural or landscape design or enhancement feature or utility to be provided on any Lot.

Lot means any Lot that is subject to these covenants.

Lot Owner means the owner of any Lot.

Ravenswood means Ravenswood Developments Limited and any successor party or organisation nominated by it or by any successor party or organisation to deal with applications required for approvals by Ravenswood under any of these covenants.

Ravenswood Design Guidelines means the Ravenswood Design Guidelines document published and maintained by Ravenswood.

3. Covenants

Building Construction and Lot Development

- 3.1 No more than one Dwellinghouse may be constructed on any Lot.
- 3.2 All Buildings to be used as a Dwellinghouse must have a ground floor area of not less than 90m² (inclusive of any garage under the same roof structure).
- 3.3 No re-locatable Buildings may be brought onto any Lot nor any other previously used Building be transported to or re-erected on any Lot unless previously agreed in writing by a duly authorised representative of Ravenswood.
- 3.4 All Buildings must be constructed on-site from new or high quality recycled materials unless previously agreed in writing by a duly authorised representative of Ravenswood.

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- 3.5 Exterior cladding for all Buildings on any Lot (except for the cladding of soffits or gable ends) shall be of the following materials:
- (a) brick, or
 - (b) natural stone, or
 - (c) river rock, or
 - (d) textured plaster over brick, or polystyrene or other suitable sub-base for plaster, or
 - (e) stained or painted timber weather-board, wooden shingles, timber board & batten, or
 - (f) surface coated concrete block, or
 - (g) solid plaster or glazing or
 - (h) such other materials as may be approved by Ravenswood.
- 3.6 All roofing material on any Building shall be either:
- (a) tiles, (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel), or
 - (b) steel (comprising pre-painted, longrun pressed or rolled steel), or
 - (c) shingle, or
 - (d) slate, or
 - (e) membrane roofing, or
 - (f) such other roofing material as may be approved by Ravenswood.
- 3.7 No reflective or visually obtrusive roof, wall or joinery materials, colours or mirror glass may be used for any Building.
- 3.8 There shall be no copper, galvanised, unpainted zincalume or any other unpainted metal on roof material, gutters, down pipes or external cladding of any Building.
- 3.9 No Buildings shall be erected on any Lot using concrete or treated wooden piles without providing a solid and durable skirting board or other enclosure around the exterior of the Building(s) from ground height to the underside of the wall cladding.
- 3.10 No garages or subsidiary Buildings shall be erected on any Lot except in conjunction with or following construction of the main Building and all such Buildings shall be constructed with permanent materials comprising timber, stone or other permanent materials in character with the main Building on each Lot.
- 3.11 A Dwellinghouse must be constructed on the Lot in compliance with these Covenants, the Ravenswood Building Covenants, the Ravenswood Design Guidelines document and all relevant regulatory requirements and in accordance with the Building Plans approved in accordance with Clause 4. Construction of the Dwellinghouse must commence within two (2) years of settlement of purchase by the Lot Owner. The Lot Owner acknowledges and Ravenswood gives no warranty or undertaking that similar conditions or requirements will be imposed in respect of other Lots within Ravenswood.

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- 3.12 No Lot (or any part of the Lot) may be sold or otherwise disposed of until a Dwellinghouse has been constructed on the Lot in compliance with Clause 3.11. In exceptional circumstances Ravenswood may grant a dispensation to this requirement. Any dispensation must be confirmed in writing by an authorised representative of Ravenswood. If Ravenswood consents to the sale or transfer of the Lot to a third party prior to the construction of a Dwellinghouse on the Lot, on-sale purchasers of the Lot will be bound by this covenant and Clause 3.11.
- 3.13 All construction works required to complete a dwelling on any Lot including any required painting or staining of exterior surfaces shall be completed within a period of twelve (12) months from the date of commencement of construction work. Earthworks and landscaping works associated with such development (including lawns, drives, paths and fencing) visible from the street similarly shall be completed within three (3) months of receipt of Code Compliance Certificate for the dwelling.
- 3.14 No Building on any Lot may be occupied as a residence in any way until:
- (a) The Code Compliance Certificate(s) has been issued by either the Waimakariri District Council or an approved Building Certifier; and
 - (b) The Buildings have been completed in accordance with all the terms of these Covenants; and
 - (c) All exterior work, decoration and final interior window coverings are completely installed; and
 - (d) All areas viewable from the street are in a tidy state. These areas must be completed in accordance with your approved landscape plan within three (3) months of receipt of Code of Compliance.
- 3.15 Any external air conditioning units must be properly screened and noise proofed to ensure they are not a nuisance to neighbours.
- 3.16 Diesel, petrol, oil or gas tanks which have a capacity of over 100 litres are prohibited on any Lot or within any Building unless approved by Ravenswood.
- 3.17 Driveways, driveway crossings and entranceway locations and plans and specifications must be approved by Ravenswood prior to construction.
- 3.18 Lots that have rear vehicular access available from a lane or right of way may not have vehicular access to the Lot from the street frontage. Parking is prohibited on any access lane or right of way unless approved by Ravenswood.
- 3.19 No Building shall be erected, altered, placed or permitted to remain on any Lot other than Buildings designed for residential use and associated garage(s) and outbuildings. Ravenswood and its designated representative(s) and/or builders approved by Ravenswood may use residential Buildings as show homes or offices, provided such use is in furtherance of the primary purpose of construction and sale of Lots and dwellings within the Ravenswood development.
- 3.20 No Lot Owner shall oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take any action that might in any way prevent or hinder Ravenswood from progressing or completing the present Ravenswood development or any future development of Ravenswood. Such covenant extends to and includes (without limitation) development planning, zone changes, resource consents for land uses and subdivisions, Consent Authority or Environment Court applications, Territorial Authority Building Consent matters, or any other necessary consent process involving Ravenswood and/ or the parent

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company. The benefit of this covenant also applies to Ravenswood and for any adjoining or neighbouring properties now or hereafter owned by Ravenswood and/or the parent company.

Landscape Features

- 3.21 Construction of any Landscape Features on any Lot shall not be commenced until the plans and specifications have been approved by Ravenswood.
- 3.22 No Landscape Feature may exceed a height of 2m above the original sub-division ground level of a Lot without the express written approval of Ravenswood.
- 3.23 Clotheslines and letterboxes must be unobtrusive and of good quality in terms of design and location. The positioning of any clothesline shall be on the rear half of each Lot with appropriate screening to ensure it will not be highly visible from the street. The positioning of any letterbox shall be adjacent to but not on the road reserve.
- 3.24 All attachments to any Buildings or structures on any Lot (including television antenna, solar hot water panels, satellite dish, mast, garden statues, fountains or any other exterior ornamental decoration or similar garden or Landscape Feature) must not be of a nature that would devalue the neighbouring properties in the opinion of Ravenswood. Any such offending item must be removed or screened to Ravenswood's satisfaction.
- 3.25 The location of and construction of swimming pools (including fencing and screening on any Lot), must be approved by Ravenswood.

Building & Lot Maintenance

- 3.26 No Lot Owner shall display or permit to be displayed on any Lot or Building any advertisement, sign or hoarding (except for compulsory statutory signage, real estate signage pending sale and builder's signage during construction and pending sale). All such signage (including its construction and location) must comply with relevant Waimakariri District Council requirements and first be approved by Ravenswood.
- 3.27 No livestock, poultry or animals which may be likely to cause a nuisance to any other Ravenswood resident shall be raised, bred or kept on any Lot or in any Buildings; provided, however, that dogs and cats, or other common domesticated household pets that are not dangerous or annoying may be raised and kept. Such permitted pets shall be kept on the owner's Lot and if a dog it shall not be allowed off the owner's Lot except under controlled supervision. Any dog which in whole or in part, resembles any of the Pit Bull Terrier, the Japanese Tosa, the Dogo Argentino or the Fila Brasileiro breeds and any other potentially aggressive or noisy breed of animal is prohibited if it causes a nuisance in any way. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Lot Owners. Any Lot Owner who allows or keeps a pet on their Lot is responsible for any loss or liability of any kind arising from the keeping of such pet. The keeping of pets by a Lot Owner shall be subject to any other restrictions required by Ravenswood from time to time in the interests of maintaining a good residential environment.
- 3.28 Buildings and Landscape Features must be maintained and not be allowed to deteriorate to a point where the standard of presentation is either:
 - (a) Less than that represented in the rest of the Ravenswood developed residential area, or
 - (b) Inadequate, taking into account fair wear and tear and the original condition at the time that the residential Building on the Lot was occupied as a residence and the condition of its neighbourhood properties.

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- 3.29 Lots must otherwise be kept and maintained in a neat and tidy condition at all times, including the grounds, lawns, gardens and the Local Authority owned road frontage to each of the Servient Lots. Grass and other ground cover must not exceed a height of 120mm.
- 3.30 Lot Owners must not alter the original subdivision contour and levels of the Lots without prior approval from Ravenswood.
- 3.31 No tree shrub or other vegetation shall:
- (a) protrude beyond 3m in height within 2m of any Lot boundary.
 - (b) protrude beyond 5m in height within the area of any Lot between 2m and 5m on the easternmost and southernmost boundary of any Lot.
 - (c) protrude beyond an absolute height of 7m elsewhere on the Lot.

"height" is to be taken from original subdivision ground level of a Lot.

To ensure reasonable amenity to each Lot, if any tree shrub or other vegetation on any Lot is very substantially shading or very materially affecting the outlook or view from any neighbouring Lot or is creating any significant nuisance and that Lot Owner neglects or refuses for a period of thirty (30) days following notice in writing to them from the affected Lot Owner(s) requesting reduction to the height and/or the canopy area or remedying of the nuisance involved with such tree, shrub or other vegetation, then the parties involved shall be bound to resolve the same by arbitration in accordance with Clause 5 (Dispute Resolution).

Fencing Provisions

- 3.32 The Lot Owner shall be bound by a Fencing Covenant within the meaning of Section 2 of the Fencing Act 1978 in that neither Ravenswood nor the Waimakariri District Council shall be liable to pay for or contribute towards the cost of the construction or maintenance of any fence between any Lot and any adjoining land owned by Ravenswood or the Waimakariri District Council.
- 3.33 A Lot Owner who takes title to a Lot having a boundary fence already constructed on a Lot boundary which has been paid for in full by an adjoining Lot Owner(s) shall be liable to reimburse each such Lot Owner for one half of the actual cost of that boundary fence (if not already reimbursed by any other party). Such cost shall not exceed \$90.00 (plus GST) per linear metre for the fence. The cost shall be annually adjusted based on the all groups Consumer Price Index effective from 1st January 2016.
- 3.34 All fences on the side and rear Lot boundaries shall be constructed and maintained in accordance with the Ravenswood Design Guidelines and:
- (a) Shall not exceed 1.8m.
 - (b) Side fences and rear fences must be erected prior to any building construction.
 - (c) There shall be no fencing across the street frontage of any Lot unless otherwise approved by Ravenswood.
 - (d) Must be contiguous with neighbouring fencing.
 - (e) Any Lot which abounds a reserve must be fenced to a maximum height of 1.2m and have a minimum visual permeability/openness of 50% (eg. Warner fence) – except where required to screen a bin storage area as detailed in the Design Guidelines, or unless otherwise approved by Ravenswood. No exceptions can be granted by Ravenswood for

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Lots bordering reserves that are less than 400m² OR greater than 35% site coverage (WDC requirement).

- 3.35 Fencing requirements may be varied by Ravenswood where desirable to ensure a high standard of appearance or where fencing is undesirable or unnecessary in the view of Ravenswood.

Land Use Restrictions

- 3.36 No Lot shall be used for any form of temporary residential purposes either by the construction of temporary Buildings or by the placement of caravans, modular homes, mobile homes, motor homes, house trailers, buses, tractors, huts, tents and/or vehicles able to be used for human habitation except for a builder's shed at the commencement of, and for the duration of construction, of any dwelling being erected on the Lot.
- 3.37 Lot Owners must not use any Lot for any primary purpose other than for residential occupation unless previously agreed in writing by a duly authorised representative of Ravenswood. Ancillary purposes are governed by the planning provisions under any regulatory land use controls applicable from time to time.
- 3.38 No Lot shall be sold, leased, transferred, assigned or otherwise disposed of to any Governmental agency or Territorial Authority for the purposes of public or institutional housing without the prior approval of Ravenswood.
- 3.39 No inflammable, explosive or noxious materials are to be stored or used on any Lot or in any Building. The Lot Owner must not allow any offensive activity to be conducted or permitted to exist upon any Lot, or in any Building, nor shall anything be done or permitted to exist on any Lot or in any Building that may be or may become an annoyance or private or public nuisance. An annoyance or private or public nuisance includes loud sounds or noises or offensive smells.
- 3.40 No Lot, driveway or common area shall be used for the purpose of long term vehicle parking, repair or maintenance. No unregistered, non-licensed or expired license or inoperable vehicles of any kind shall be permitted to remain on any Lot (unless parked inside the garage).
- 3.41 No recreational or commercial vehicles boats or trailers are to be regularly located on the road or in front of the Building line of the main Building constructed or to be constructed on the Lot.
- 3.42 No Lot may be further subdivided nor shall any further easements be agreed to, granted or registered on any Lot, including rights of way.

Enforcement

- 3.43 Ravenswood may enforce these covenants in the same manner as a Lot Owner and in Particular, where a Lot Owner does not comply with any covenant Ravenswood may request such owner in writing to remedy such non-compliance within a specified time (not to be less than fourteen (14) days from the date of such request). At the end of the specified time and where the Lot Owner remains in default in remedying such non-compliance, Ravenswood may employ a suitably qualified or experienced person to enter such Lot and carry out work necessary to achieve compliance with the covenant(s) involved, and may recover as a debt due from the defaulting Lot Owner all costs incurred by Ravenswood in such remedial work.
- 3.44 Ravenswood will use its best endeavours to ensure observance of these covenants but shall not have any legal responsibility or liability for any lack of enforcement or enforceability or application of any of these Covenants. The Lot Owners agree to keep Ravenswood fully indemnified from any claim, liability, loss or action arising against it or its agents in respect of these covenants having regard to their intent to provide for the interests of Lot Owners inter se and their individual obligations of observance and rights of enforcement of the covenants.

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4. Approval process for buildings and site development

- 4.1 Prior to submitting Building plans and Building consent applications to any Consent Authority for any necessary approvals and prior to the commencement of building construction the Lot Owner of each Lot shall obtain the written approval of Ravenswood (such approval to be considered in an impartial and reasonable manner) in respect of:
- (a) Site plan (location of building on the lot showing proposed access from the streets or rights of way and off-street parking);
 - (b) Floor plan (with dimensions and elevations);
 - (c) Completed exterior finishes checklist;
 - (d) A landscape plan for the Lot;
 - (e) Proposed fencing (shown either on the site plan or landscape plan).
- Ravenswood undertakes to use its best endeavours to respond to each application submitted no later than four (4) working days after receipt of items (a) to (e) above.
- 4.2 All building construction work must be carried out in accordance with and comply with the Ravenswood Building Covenants and each Lot Owner is required to enter into and agree to comply with such Covenants (intended to ensure all on site works are undertaken in a safe and competent manner) as a requirement for approval of Ravenswood to all building works.
- 4.3 Each Lot Owner agrees to execute and comply with the Ravenswood Design Guidelines and Ravenswood Building Covenants which are provided and maintained by Ravenswood. It is the responsibility of each Lot Owner to ensure that builders, sub-contractors, workmen and suppliers fully comply with these covenants.
- 4.4 Ravenswood may delegate such approval process to a nominated and suitably qualified party.

5. Dispute resolution

- 5.1 Should any dispute arise concerning any aspects of these covenants that cannot be resolved by agreement between the parties involved, the Lot Owners are bound to resolve the same by arbitration in accordance with the Arbitration Act 1996 ("the Act"), and the following provisions shall apply:
- (a) There shall be a single arbitrator who shall be appointed by the President for the time being of the Canterbury District Law Society (or any successor organisation) as a sole arbitrator.
 - (b) The arbitrator shall determine all questions in issue between the parties including questions as to the scope of the dispute and as to procedure.
 - (c) The arbitrator's award shall be binding on all parties to the dispute.
 - (d) Any party to a dispute may initiate arbitration in accordance with the provisions of the Act.



View Instrument Details

Instrument Type	Transfer
Instrument No	12804521.3
Status	Registered
Date & Time Lodged	24 August 2023 11:24
Lodged By	Bills, Karen Elizabeth

Affected Records of Title	Land District
1122975	Canterbury

Transferors

Ravenswood Developments Limited

Transferees

Toner Construction Limited

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Fiona Maire Keall Henderson as Transferor Representative on 18/08/2023 02:06 PM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Oliver James Bartle as Transferee Representative on 22/08/2023 03:02 PM

*** End of Report ***