

880042.4 NEW ZEALAND
EC

EASEMENT CERTIFICATE

WELLINGTON

Land Registry Office

(IMPORTANT — Registration of this certificate does not of itself create any of the easements specified herein.)

XX ERIC RONALD WEGGERY of Waikanae, Farmer, CLIFFORD HICKS of Paraparaumu, Widower and THE PALMERSTON NORTH HOSPITAL RADIO THERAPY AND ONCOLOGY TRUST a body corporate established under the Charitable Trusts Act 1957, at Palmerston North

being the registered proprietor of the land described in Schedule 'A' hereto hereby certify that the easement specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Wellington on the day of 1987 under No. 60395 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
	Right of Way, Power, Gas, water drainage, water supply, telephone	40 41 42 43	"A" "B" "K" "J"	Lot 41 Lot 40 Lot 43 Lot 42
	Power, Gas and telephone	38 42	"F" "E" & "G"	Lots 42 & 43 Lot 43

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this

day of

19 87

Signed by the above-named

ERIC RONALD WEGGERY by his Attorney
JOHN RUSSELL CAMPION in the presence of:

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

Signed by the abovenamed
CLIFFORD HICKS by his Attorney
JOHN RUSSELL CAMPION in the presence of:

John Shuter
Adrian K. M. R.

Eric Ronald

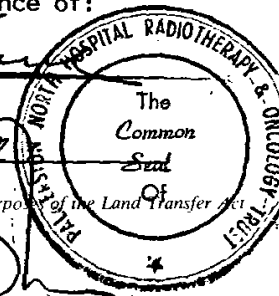
Wegger by his
attorney

John Russell Campion
Trustee

Clifford Hicks
by his
attorney

John Russell Campion
Trustee

The Common Seal of
THE PALMERSTON NORTH HOSPITAL
RADIO THERAPY AND ONCOLOGY TRUST
was hereunto affixed
in the presence of:



Solicitor for the Registered Proprietor

SCHEDULE 'B'

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

I. Rights and Powers:

In addition to those rights and powers set out in the Seventh Schedule to the Land Transfer Act, 1952 the Grantee hereunder of any easement of telephone rights, of right to convey gas, of right to convey water, of right to convey power, of right to drain sewage and stormwater and right to convey water shall have the respective rights and powers as hereinafter provided, that is to say:-

(a)TELEPHONIC RIGHTS The full free uninterrupted and unrestricted right, liberty and privilege for the Grantee, his tenants (in common with the Grantor, his tenants and any other person lawfully entitled so to do) from time to time and at all times to convey telephonic messages (except when otherwise prevented for any reasonable period necessary for essential repairs) along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause (e) hereof.

(b)RIGHT TO CONVEY GAS The full free uninterrupted and unrestricted right liberty and privilege for the Grantee his tenants (in common with the Grantor his tenants and any other person lawfully entitled so to do) from time to time and at all times to take convey and lead gas in free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of the persons having the same or similar rights from the source of supply or point of entry as the case may be and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created together with additional rights incidental thereto set out in clause (e) hereof.

(c)RIGHT TO CONVEY WATER The full free uninterrupted and unrestricted (in common with the Grantor his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take and convey water in free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of the persons having the same or similar rights, from the source of supply or point of entry as the case may be and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created together with additional rights incidental thereto set out in clause (e) hereof.

(d)RIGHT TO CONVEY ELECTRIC POWER The full free uninterrupted and unrestricted right, liberty, and privilege for the Grantee his tenants (in common with the Grantor his tenants, and any other person lawfull entitled so to do) from time to time and at all times to take convey and lead electric power in free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of the persons having the same or similar rights, from the source of supply or point of entry as the case may be and

be and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created together with additional rights incidental thereto set out in clause (e) hereof.

(e) ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF TELEPHONE RIGHTS SEWAGE AND STORM WATER DRAINAGE RIGHTS AND RIGHT TO CONVEY POWER WATER AND GAS The full free uninterrupted and unrestricted right, liberty and privilege for the Grantee and his tenants (in common with the Grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned:

- (I) To use any line of pipes, conduits, cables, wires and poles already laid placed or erected on the stipulated course (where a course is stipulated) under or over the surface of the land over which the easement is granted or created or any pipes, conduits, cables, wires and poles in replacement or in substitution therefor:
- (II) Where no such line of pipes, conduits, cables, wires and poles exists to lay place erect and maintain or to have laid placed erected and maintained pipes conduits cables wires and poles suitable for the purpose of the easement concerned under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such line has been so defined:
- (III) In order to construct or maintain the efficiency of any such pipes, conduits, cables, wires or poles the full free uninterrupted and unrestricted right, liberty and privilege for the Grantee, his tenants, servants, agents, workmen with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or, where only the position of the pipes, conduits, cables, wires or poles is defined in the easement, upon such part of the land of the Grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the pipes, conduits, cables, wires or poles or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the Grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

SCHEDULE 'C'

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

(a) The costs of keeping and maintaining in good order and condition the pipes, conduits, cables, wires and poles used in connection with the foregoing easements of telephone rights, right to convey electric power, right to drain sewage, right to drain storm water, right to convey water, and right to convey gas, and laid, placed or erected under or over the surface of the lands over which the foregoing easements are respectively granted or created shall be borne equally by the registered proprietor or proprietors for the time being receiving the benefit of such easements.

(b) In respect of the easements referred to in (a) above, it is agreed that the point where any pipes, conduits, cables, wires or poles connect with a common line of pipes, conduits, cables, wires or poles shall be deemed part of that common line.

(c) The registered proprietors for the time being of Lots 40, 41, 42 and 43 on Deposited Plan 60395 shall bear in equal shares the costs of keeping and maintaining in good order and condition the right of way for use pursuant to which any easement of right of way is granted or created. The registered proprietors for the time being of Lots 40 and 41 on Deposited Plan 60395 shall bear in equal shares the costs of keeping and maintaining in good order and condition the right of way in respect of which these two Lots have equal rights and obligations. The registered proprietor for the time being of any land over which any foregoing easement of right of way is granted or created shall at all times hereafter do all such actions and things as may be necessary to comply with the conditions of consent to the said right of way which may be specified from time to time by any local authority having jurisdiction in the matter, and each such proprietor shall not do any act or thing or permit any act or thing to be done in relation to such land which is inconsistent with the exclusive use of such land for the purposes of such easement of right of way.

(d) Where the need for any maintenance is directly attributable to the actions of one only of the aforesaid registered proprietors or of any servant, agent, invitee, licensee or of any visitor to such proprietor then the cost of such maintenance and repairs shall be borne wholly by such proprietor.

(e) All disputes, questions or differences at any time howsoever arising between the registered proprietors for the time being of the said Lots touching these presents and the subject matter thereof shall in default of the same being mutually referred to a single arbitrator be referred to arbitration in manner provided by the Arbitration Act 1908 or any amendment thereof for the time being in force or any act passed in substitution therefore and the decision thereof shall be final and binding upon such proprietors.

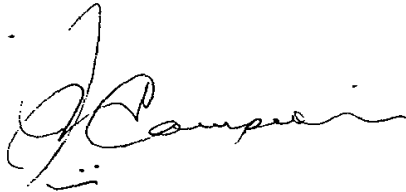
CERTIFICATE OF NON-REVOCATION OF
POWER OF ATTORNEY

I, JOHN RUSSELL CAMPION of Waikanae, Chartered Accountant

do hereby certify as follows:

1. THAT by Deed bearing date the 9th day of April 1986
(a copy of which said Deed is deposited in the Land Registry Office
at Wellington under number 783233) I was
appointed Attorney of the therein named and described CLIFFORD HICKS
of Paraparaumu, Widower on the terms and subject to
the conditions set out in the said Deed.
2. THAT I have not received any notice or information of the revocation
of the said Power of Attorney by death winding up or otherwise and
I verily believe the same to be in full force and effect.

SIGNED at Waikanae)
by the said JOHN)
RUSSELL CAMPION)
this 11th day of June 1987)



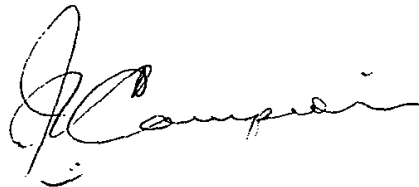
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I verily believe the same to be in full force and effect.

SIGNED at Waikanae)
by the said JOHN)
RUSSELL CAMPION)
this 11th day of)
June 1987)



Particulars entered in the Register at the date and at the time recorded below.

District Land Registrar
Assistant of the District of

EASEMENT CERTIFICATE

The within easements when created will be subject to Sec. 309(1)(a) Local Government Act 1974.

ALR.

9.33 08.OCT187 880042.4
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY WELLINGTON
ASST. LAND REGISTRAR
318/620.

