

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

B498339.7 EC

EASEMENT CERTIFICATE

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

~~I/We~~ **PLAYER ENTERPRISES LIMITED** at Wellington ✓

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements 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 19 under No. 81236 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 81236

| Nature of Easement (e.g., Right of Way, etc.) | Servient Tenement | | Dominant Tenement Lot No.(s) or other Legal Description | Title Reference (Servient Tenement) |
|--|---|---|---|---|
| | Lot No.(s) or other Legal Description | Colour, or Other Means of Identification, of Part Subject to Easement | | |
| Water supply | Lot 1 DP 81236 CT 47C/822 | D | Lot 2; DP 81236; | 47C/823 |
| | | | Lot 3; DP 81236; | 47C/824 |
| | | | Lot 4; DP 81236; | 47C/825 |
| | | | Lot 5; DP 81236; | 47C/826 |
| | | | Lot 6; DP 81236; | 47C/827 |
| | | | Lot 7; DP 81236; | 47C/828 |
| | | | Lot 8; DP 81236; | 47C/829 |
| | | | Lot 9; DP 81236; | 47C/830 |
| | | | Lot 10; DP 81236; | 47C/831 |
| | | | Lot 11; DP 81236; | 47C/832 |
| Water Supply | Lot 11; DP 81236, CT 47C/832 | E | Lot 1; DP 81236; | 47C/822 |
| | | | Lot 2; DP 81236; | 47C/823 |
| | | | Lot 3; DP 81236; | 47C/824 |
| | | | Lot 4; DP 81236; | 47C/825 |
| | | | Lot 5; DP 81236; | 47C/826 |
| | | | Lot 6; DP 81236; | 47C/827 |
| | | | Lot 7; DP 81236; | 47C/828 |
| | | | Lot 8; DP 81236; | 47C/829 |
| | | | Lot 9; DP 81236; | 47C/830 |
| | | | Lot 10; DP 81236; | 47C/831 |

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.

1. Rights and powers:

See annexed Schedule.✓

CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY

We, René Bernardes Frederikus Janssen of WELLINGTON and
Christine Mary Stephens of WELLINGTON, New Zealand,

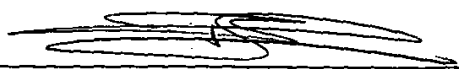
Bank Officers, severally certify that:

1. By deed dated 25 May 1994 (the "Deed") we were, by virtue of being respectively a SECOND Authorised Officer and a THIRD Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the Land Transfer Offices at:

| | | | | | |
|--------------|--------|------------|--------------|--------|-----------|
| Auckland | as No. | C622693.1F | Blenheim | as No. | 174983 |
| Christchurch | as No. | A124795.1 | Dunedin | as No. | 859913 |
| Gisborne | as No. | G198246.1 | Hamilton | as No. | B214884 |
| Hokitika | as No. | 098538 | Invercargill | as No. | 221983.1 |
| Napier | as No. | 609666.1 | Nelson | as No. | 339830.1 |
| New Plymouth | as No. | 412259 | Wellington | as No. | B363693.1 |
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

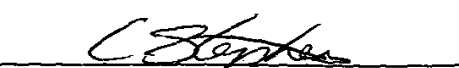
SIGNED at WELLINGTON

this 13 day of December 1995

) 
) Signature
) René Bernardes Frederikus Janssen
) Name

SIGNED at WELLINGTON

this 13 day of December 1995

) 
) Signature
) Christine Mary Stephens
) Name

SCHEDULE

The following rights, powers, terms, conditions, covenants and restrictions in respect of the water supply easement are in addition to those set out in the Seventh Schedule of the Land Transfer Act 1952.

1. Maintenance

- (a) The water supply pipeline will be inspected, maintained, repaired and replaced as is necessary to keep the pipeline in good order and condition.
- (b) The cost of inspecting, maintaining, repairing and replacing the pipeline or any part of the pipeline as specified in paragraph 1(a) will be borne as follows:
 - (i) in relation to that part of the pipeline marked "D", by the registered proprietors for the time being of Lot 2 Deposited Plan 81236, Lot 3 Deposited Plan 81236, Lot 4 Deposited Plan 81236, Lot 5 Deposited Plan 81236, Lot 6 Deposited Plan 81236, Lot 7 Deposited Plan 81236, Lot 8 Deposited Plan 81236, Lot 9 Deposited Plan 81236, Lot 10 Deposited Plan 81236 and Lot 11 Deposited Plan 81236 in equal shares; and
 - (ii) in relation to that part of the pipeline marked "E", by the registered proprietors for the time being of Lot 1 Deposited Plan 81236, Lot 2 Deposited Plan 81236, Lot 3 Deposited Plan 81236, Lot 4 Deposited Plan 81236, Lot 5 Deposited Plan 81236, Lot 6 Deposited Plan 81236, Lot 7 Deposited Plan 81236, Lot 8 Deposited Plan 81236, Lot 9 Deposited Plan 81236 and Lot 10 Deposited Plan 81236.
- (c) Notwithstanding paragraph 1(b), if any inspection, maintenance, repair or replacement of the pipeline is necessary due to any act or omission, neglect or fault of a particular registered proprietor or that registered proprietor's employees, contractors, agents, tenants, licensees or invitees, that registered proprietor will promptly carry out such inspection, maintenance, repair or replacement and will bear the whole cost of such inspection, maintenance, repair or replacement.

2. Arbitration

Any dispute as to the liability of the registered proprietors or in respect to any other matter relating to the water supply easement will be determined by an arbitrator under the Arbitration Act 1908 or any act passed in substitution or amendment.



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

Dated this 13th day of December 19 95

Signed by the above-named

PLAYER ENTERPRISES LIMITED

by:

in the presence of


Witness

Occupation

Address



David Kennedy Pritchard
Director



Michael Gale Welch
Director

REGISTERED IN
DUPLICATE

EASEMENT CERTIFICATE

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

*Correct for the purposes of the
Land Transfer Act*

J. M. M. M.
Solicitor for the registered proprietor

479/822 to 83

PARTICULARS ENTERED
LAND REGISTRY
ASST. LAND REGISTRAR

13.54 25.JAN96 B 498339