Approved by Registrar-General of Land under No. 2002/1026

Transfer instrument

Section 90, Land Transfer Act 1952

Registrar-General of Land Approval 02/1026EF A.D.L.S.

E 5694379.6 Grant of Ea
Cpy - 01/01, Pgs - 005, 14/08/03, 10:06
DocID: 410788560

Land registration district

WELLINGTON

Unique identifier(s) or C/T(s)	All/part	Area/description of part or stratum
		See annexure schedule

Transferor *Surname(s) must be underlined or in CAPITALS.*

Erika Jane BELLIS and John Gerard O'REGAN

Transferee *Surname(s) must be underlined or in CAPITALS.*

TELECOM NEW ZEALAND LIMITED at Wellington

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created
State if fencing covenant imposed.

Easement in gross for Telecommunication purposes (as set out in the annexure schedule)

Operative clause

~~The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or *profit à prendre* is described above, that easement or *profit à prendre* is granted or created.~~ See annexure schedule

Dated this 4th day of June 2003

Attestation *(If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).*

E J Bellis	**Signed in my presence by the Transferor** ERIKA JANE BELLIS *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** ~~John Gerard O'Regan~~ KATHY DOYLE ~~Solicitor~~ LEGAL EXECUTIVE **Address** ~~Wellington~~ BRANDONS Barristers & Solicitors WELLINGTON
Signature ~~[common seal]~~ of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Transferee

REF: 7002 – AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule

TRANSFER Dated 4th June 2003 Page 2 of 45 Pages

Continuation of "Estate or Interest or Easement to be created"

DEFINITIONS

1. In this transfer unless the context otherwise requires:

1.1 "Transferee" means Telecom New Zealand Limited and where not repugnant to the context, the successors and assigns, and the servants and agents of that company.

1.2 "Line", "Lines", "Works" means a wire, cable or a conductor of any kind (including fibre optic cable) used or intended to be used for Telecommunication or for the transmission of electricity and includes any pole, mast, transmitter, receiver, amplifier, machinery, insulator, casing, fixture, tunnel or other equipment or material used or intended to be used for supporting any such wire, cable or conductor or relating to or ancillary to Telecommunication and includes any part of a Line, Lines or Works and includes "existing lines" and "existing works" as defined by the Telecommunications Act 1987 and its amendments. 2001

1.3 "Servient Land" means the land owned by the Transferor and described on page 1.

1.4 "Telecommunication" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instruction, information or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any electronic power supply relating to Telecommunication.

1.5 "Telecommunication Easement Land" means that part of the Servient Land which is marked "A", "B","C","D","E" and "F" on Deposited Plan 319476

EASEMENT TERMS

2. The Transferee shall have the full free right, liberty and licence for all time hereafter for the Transferee, its engineers, surveyors, servants, agents, employees, contractors and invitees with or without vehicles laden or unladen and with materials, machinery and implements from time to time and at all times:

2.1 to lay and maintain a Line, Lines or Works in and under the soil of the Telecommunication Easement Land or as the case may be erect, construct and maintain a Line, Lines or Works on and over the Telecommunication Easement Land;

2.2 to enter and remain upon the Servient Land for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing or altering the Line, Lines or Works as the case may be and opening up the soil of the Telecommunication Easement Land and making any cuttings, fillings, grades, batters or trenches, and to reopen the same and generally to do and perform such acts or things upon the Telecommunication Easement Land as may be necessary to enable the Transferee to receive the full free use and enjoyment of the rights and privileges granted herein;

2.3 to use the Line, Lines or Works for the purpose of Telecommunication without interruption or impediment.

All signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

TRANSFER Dated 4 June 2003 Page 3 of 4 Pages

Continuation of "Estate or Interest or Easement to be Created"

3. In laying, maintaining, inspecting, repairing, replacing or altering a Line, Lines or Works over or under the Telecommunication Easement Land the Transferee shall:

3.1 give to the Transferor reasonable notice of the Transferee's intention to enter the Servient Land (but at any time and without notice in the case of an emergency);

3.2 make all reasonable attempts not to interfere with the business activity of the Transferor or the use of the Servient Land by the Transferor; and

3.3 at the sole expense of the Transferee restore the surface of the Telecommunication Easement Land as nearly as possible to its former condition and consolidated to its former level in a good and workmanlike standard.

4. The easements recorded in this transfer are not in substitution for and are without prejudice to such statutory rights and authorities as the Transferee may have from time to time in respect of the Servient Land.

5. The ownership of a Line, Lines and Works installed in, over or under the Telecommunication Easement Land from time to time by the Transferee shall at all times remain vested in the Transferee and no person shall have any interest in such Line, Lines or Works by reason only of having an interest or an estate in the land.

DISPUTES

6. If any dispute arises between the Transferor and Transferee concerning the rights created by this transfer the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, or if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this transfer shall be deemed a submission to arbitration.

7. The rights and powers implied in certain easements by virtue of Section 90D of the Land Transfer Act 1952 shall not be implied in this Transfer and are expressly negatived.

All signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

TRANSFER Dated 4 June 2003 Page 4 of 5 Pages

SIGNED for and on behalf of **TELECOM NEW ZEALAND LIMITED**
on the 4th day of June 2003 by two of its Attorneys:

and

Justin Paul Parker
Property Contracts Manager
Wellington

.....
Signature

Paul Ronald Alfred Dickason
Property Assets Manager
Wellington

.....
Signature

in the presence of:

WITNESS: (to both signatures)

.....
Signature

Name: Ben Easte
Occupation: Acquisition Project Consultant
Address: Wellington

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We:

Justin Paul Parker
Property Contracts Manager
Wellington

and

Paul Ronald Alfred Dickason
Property Assets Manager
Wellington

hereby severally certify:

1. That by a Power of Attorney dated 2 July 2001 ("the Power of Attorney") we were, by virtue of being Authorised Signing Officers, appointed jointly as attorneys of Telecom New Zealand Limited ("Telecom") on the terms and subject to the conditions set out in the Power of Attorney.

2. That copies of the Power of Attorney are deposited in the Land Titles Offices at:

Auckland	as No D.627839.1	Gisborne	as No 234465.1	New Plymouth	as No 481759.1
Christchurch	as No 5074754.1	Hamilton	as No B.674932.1	Wellington	as No 5074486.1
Dunedin	as No 5074473.1	Napier	as No 719487.1		

3. That we executed the instrument(s) to which this certificate relates under the powers conferred by the Power of Attorney.

4. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington
this 4th day of June 2003

.....

SIGNED at Wellington
this 4th day of June 2003

.....

All signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Transfer	Dated 4 June 2003	Page 5 of 5 pages

(Continue in additional Annexure Schedule, if required.)

FIRST SCHEDULE

Lot 1 DP 319476	Certificate of title 76754
Lot 2 "	" 76755
Lot 3 "	" 76756
Lot 4 "	" 76757
Lot 5 "	" 76758
Lot 6 "	" 76759

SIGNED by the Transferor
JOHN GERARD O'REGAN
in the presence of:

Hannah Grainer
Solicitor
Wellington

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.