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

Transfer instrument

Section 90, Land Transfer Act 1952

E 5694379.8 Grant of Ea
Cpy – 01/01, Pgs – 005, 14/08/03, 10:07
DocID: 410788565

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

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.*

ELECTRA LIMITED

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

Electricity easement in gross (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 28 day of July 2003

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

Signature [common seal] of Transferor	**Signed in my presence by the Transferor** *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** KATHY DOYLE **Occupation** LEGAL EXECUTIVE, BRANDONS, Barristers & Solicitors, WELLINGTON **Address**

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

[Solicitor for] the Transferee

REF: 7002 – AUCKLAND DISTRICT LAW SOCIETY

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

Annexure Schedule

Approval 02/5032EF A.D.L.S.

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

Transfer	Dated	28 July 2003	Page	1	of	14	Pages

(Continue in additional Annexure Schedule, if required.)

The Transferor transfer to the Transferee the above estate or interest in the Land in the above certificates of title and the easement described above is created.

The Transferee shall have the right to convey electricity and/or telecommunications signals, waves or impulses in, under and over the Easement Land on the terms set out in this Transfer.

DEFINITIONS

"Transferee"	means Electra Limited and includes any subsidiary thereof (within the meaning of section 5 of the Companies Act 1993) and also any related company (within the meaning of the Companies Act 1993) of any of those companies and where not repugnant in the context, the successors and assigns and the employees, contractors, servants and agents (for the avoidance of doubt servants and agents include surveyors, engineers and inspectors) of the companies.
"Electrical Network"	means the Works, Electrical Installation, Electrical Appliance, Fittings and Associated Equipment (or any part thereof) as those terms are defined in the Electricity Act 1992, its amendments and legislation enacted in substitution thereof and for the avoidance of doubt includes a line or lines, presently fixed on, over or installed under the Easement Land, or to be fixed on or installed under or over the Easement Land in substitution, addition or replacement thereof.
"Land"	means all the land described in the schedule
"Easement Land"	means that part of the Land marked A,B,C,D,E, and F on Deposited Plan 319476
"Electricity Purposes"	means the conveyance and reticulation, conversion, transformation, and/or use of electrical power and includes transmitting, distributing and conducting telecommunication signals, waves or impulses.
"Immediate Vicinity"	means: • with respect to any part of the Electrical Network above ground level the relevant minimum distance from the Electrical Network in accordance with the New Zealand Electrical Code of Practice 34:1993 or any code, regulation or Act issued in substitution. • with respect to any cables forming part of the Electrical Network underground the following distances: - 33kV cable - 3m either side of the Centre line of the cable - 11kV cable - 2m either side of the Centre line of the cable - 400V cable - 1m either side of the centre line of the cable
"line or lines"	means a cable or a conductor of any other kind (including a fibre optic or coaxial cable) used or intended to be used for the transmission of electricity and/or telecommunication signals, waves or impulses; and includes any insulator, foundation, casing, tube, tunnel, minor fixture or other item, equipment or material used or intended to be used for supporting, securing, enclosing, surrounding and protecting a transmission line; and also includes any fuses, fuseholder, automatic switches, voltage regulators, capacitors or other instrument, apparatus or device used in association with a line for the purpose of

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.

protecting and facilitating the transmission of electricity and telecommunication signals, waves or impulses through the lines.

TERMS AND CONDITIONS OF EASEMENT

Rights of the Transferee

1. The Transferee shall have the full, free, uninterrupted and unrestricted right, liberty and licence to enter upon the Easement Land (and such part of the Land as is reasonably necessary in the circumstances) with any vehicles or aircraft, laden or unladen with materials, machinery and implements from time to time and at all times:

   (a) to install, add to, upgrade, inspect, repair, maintain, replace, operate, use, substitute and retain the Electrical Network, or any part of the Electrical Network already installed, for Electricity Purposes in, under or over the Easement Land.;

   (b) to enter and remain upon the Land for any reasonable time for the purpose of installing, adding to, upgrading, inspecting, repairing, maintaining, replacing, operating, using, substituting and retaining the Electrical Network and for opening up the soil of the Easement Land to make any cuttings, fillings, grades, batters or trenches and to reopen to give effect to the Transferee's rights created by this Transfer;

   (c) to generally do and perform such acts or things upon the Land as may be necessary to enable the Transferee to receive the full free use and enjoyment of the rights and privileges granted by this Transfer; and

   (d) to remove cultivated or natural vegetation including trees or shrubs, and to open up the soil of the Easement Land to the extent necessary and reasonable but cause as little disturbance as is possible to the surface of the Easement Land provided that the surface shall be restored by the Transferee pursuant to clause 2(c) of this Transfer.

Restrictions on Transferee's Use

2. In entering the Land and in exercising its rights under clause 1 of this Transfer the Transferee shall:

   (a) give to the Transferor reasonable notice of the Transferee's intention to enter the Land except that in the event of an emergency the Transferee shall have the right to exercise any of its rights herein contained at any time and without notice;

   (b) make all reasonable attempts to ensure that as little disturbance as possible is caused to the Transferor or the Land; and

   (c) at the sole expense of the Transferee restore the surface of the Easement Land as nearly as possible to its former condition and consolidated to its former level (subject to the minimum clearance of the line or lines above or below ground level as required by statute).

Restrictions on Transferor's Use

3. The Transferor will not do anything on the Land or the Easement Land that will interfere with or affect the full and free use and enjoyment by the Transferee of the rights and privileges granted under this Transfer and, in particular, but not limiting the generality of the provisions of this Transfer, the Transferor or other persons authorised (whether expressly or impliedly) by the Transferor will not without the prior written consent of the Transferee (such consent not to be unreasonably withheld):

(a) do or allow anything to be done or grant any further rights in respect of the Land or Easement Land which in the reasonable opinion of the Transferee interferes with or prejudices the rights, powers, liberties and licences granted to the Transferee by this Transfer;

(b) erect any buildings, structures, walls or fences on, or within the Immediate Vicinity of the Easement Land or make any alterations or additions affecting the overall dimensions of existing buildings, structures, walls or fences on the Easement Land;

(c) plant, establish or allow to become established any cultivated or natural vegetation, including trees or shrubs, upon (or overhanging if overhead lines are in existence) or within the Immediate Vicinity of the Easement Land which may at any time by the process of natural growth or otherwise:

(i) damage or adversely affect the Electrical Network or impede the Transferee's access over the Land and Easement Land;

(ii) breach any statutory, or regulatory requirements, standards or codes of practice; or

(iii) breach any generally accepted engineering standards;

(d) undertake earthworks that have the potential to create an unstable batter within the Immediate Vicinity of the Electrical Network.

(e) do anything on the Easement Land that may damage or endanger the Electrical Network including anything that would in any way impede the access to any Electrical Network or reduce the clearance above the ground level of any Electrical Network below the minimum clearance height set out in any statutory or regulatory requirements, standards or codes of practice or that would disturb the soil below a depth of 300mm;

(f) cause or consent to or acquiesce in the inundation of the Easement Land where the Electrical Network is erected or located except however nothing will require the Transferor to take any steps to do or construct anything to prevent that inundation caused by events beyond the reasonable control of the Transferor;

(g) disturb any survey pegs or markers placed on the Land by the Transferee; or

(h) operate any earthmoving machinery or equipment on the Easement Land within 1500mm from the Electricity Network if installed underground or 4000mm if above ground level or overhead.

Compensation to Transferor

4. The Transferee will pay to the Transferor compensation for all damage suffered by the Transferor caused by the Transferee in respect of the unreasonable exercise of the rights granted to the Transferee under this Transfer except that the Transferee will not be responsible for, or held liable to pay compensation for, or to contribute to the cost of removing any buildings, structures, fences or vegetation built or cultivated on the Easement Land hereafter without the consent of the Transferee.

Easement in Gross

5. The rights hereby granted to the Transferee are declared to be in the nature of an Easement in Gross but nothing shall compel the Transferee to use the Easement Land for Electricity Purposes.

Ownership of lines

6. The ownership of the Electricity Network installed in, over or under the 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 or lines by reason only of having an interest or an estate in the Land.

Indemnity

7 The Transferee will indemnify the Transferor against all claims or demands from third persons for any direct loss, damage or liability in respect of, or arising out of, the use of the Easement Land by the Transferee (or any person authorised, whether expressly or impliedly by it).

Statutory rights of the Transferee

8. The provisions recorded in this Transfer are not in substitution for and are without prejudice to such statutory or common law rights and authorities as the Transferee may have from time to time in respect of the Land.

Licence and Assignment

9. The Transferee may assign all of the estate or interest created by this Transfer. The Transferee may with the prior written consent of the Transferor grant a licence or right of any part of such estate or interest. As a condition of granting this consent the Transferor may require the party to whom the licence or right to part of such estate is granted to:

(a) enter into a Deed of Covenant reflecting the terms and conditions of this Transfer; and/or

(b) make payment to the Transferor of appropriate compensation.

EXCEPT THAT where the ownership and or management of the electricity undertaking of the Transferee is assigned as a whole no prior consent, Deed of Covenant or compensation is required.

Arbitration

10. If any dispute arises between the Transferor and Transferee concerning the rights created by this Transfer or in relation to any other matter relating to the easement created, 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 Land is situated. Such arbitration will be determined under the Arbitration Act 1996 or any amendment or Act passed in substitution for that Act. The parties' execution of this Transfer shall be deemed a submission to arbitration.

SCHEDULE OF LAND

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

Witnessed by: Vivien Mary Wright, Company Secretary, Electra Limited, cnr Salisbury and Durham Sts, Levin

SIGNED by
ELECTRA LIMITED
(as transferee) by its Directors

.....CEO) John Leslie Yeoman
and
.....) Piers Andrew Thomas Hamid

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.