

TRANSFER
Land Transfer Act 1952

TE 5681639.1 Transfer a

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DocID: 310991046

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

NORTH AUCKLAND

Certificate of Title No.

NA570/201

All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

All

Transferor Surnames must be underlined or in CAPITALS

**THE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS AUCKLAND
INCORPORATED**

Transferee Surnames must be underlined or in CAPITALS

VECTOR LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

**An electricity easement in gross for electricity supply purposes over the area marked "A" on DP313672
(continued on the Annexure Schedules)**

Consideration

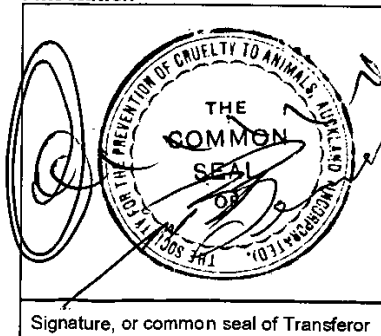
\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 1st day of July 2003.

Attestation



Signed in my presence by the Transferor
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

C G O Howard-Smith

Occupation

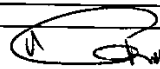
Solicitor

Address

Auckland

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952


Solicitor for the Transferee

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 6 July 2002

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

1. DEFINITIONS AND INTERPRETATION

In this memorandum unless the context otherwise requires:

- (a) **"Accommodation"** includes the foundation, floor, walls or enclosure, canopy, ceiling, lighting, plug socket outlets, cable ducts, access doors or other provision for entry and exit of the Substation.
- (b) **"Equipment"** includes the Substation and all pipes, ducting, cables (including fibre optic cables) and conducting media, transformers and all other equipment which is situated on, over or under the Permitted Area or which the Transferee requires to place on, over or under the Permitted Area.
- (c) **"Land"** is the land comprised and described in certificate of title NA570/201 (North Auckland Registry).
- (d) **"Permitted Area"** means that part of the Land marked "A" on the Plan.
- (e) **"Permitted Use"** is for the transmission and conducting of electric current or for any other purpose reasonably required by the Transferee for the purposes of its business.
- (f) **"Plan"** is deposited plan 313672.
- (g) **"Rights"** are the full, free, uninterrupted and unrestricted ability and licence at all times to go on, over and under the Land to enter the Permitted Area with or without vehicles, tools or machinery to:
 - (i) undertake Works; and
 - (ii) use the Equipment.
- (h) **"Substation"** is the distribution substation and/or switching station equipment and Accommodation installed or to be installed on the Permitted Area.
- (i) **"Works"** means constructing, laying, equipping, maintaining, inspecting, repairing, altering, renewing, replacing (with or without something substantially similar), upgrading, adding to, removing and operating the Equipment or any other works including but not limited to

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

COMMON
SEAL
OF

Auckland District Law Society
REF 4120

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[Handwritten signatures]

Annexure Schedule



Insert below

"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

4 July 2003

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excavating trenches in which the Equipment will be placed, required to be undertaken by the Transferee in order that it may use the Permitted Area for the Permitted Use.

- (j) headings are included for convenience only and do not affect the interpretation of this memorandum.
- (k) words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.
- (l) reference to the Transferee and Transferor is deemed to be a reference also to the Transferee's and Transferor's employees, workmen, engineers and agents.
- (m) reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.
- (n) references to the parties includes reference to the parties' successors in title and assigns.

2. GRANT

The Transferor grants and the Transferee accepts the grant of this easement in gross to use the Permitted Area for the Permitted Use together with the right to exercise the Rights for all time on the basis that no power is implied for the Transferor to determine this easement in gross for any breach of its provisions (expressed or implied) or for any other cause the intention being that this easement in gross shall subsist until surrendered.

3. TRANSFEE'S OBLIGATIONS

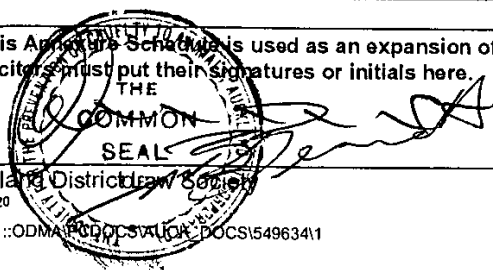
The Transferee shall:

- (a) in undertaking any Works cause as little damage as possible to the Land and as little inconvenience as possible to the Transferor; and
- (b) following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Land as soon as possible after the Works have been completed.

4. TRANSFEROR'S OBLIGATIONS

4.1 The Transferor shall not:

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REF 4120

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Annexure Schedule



Insert below

"Mortgage", "Transfer", "Lease" etc

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- (a) place or allow to be placed any buildings or other erections on the Permitted Area; or
- (b) allow any tree or shrub to grow on the Permitted Area; or
- (c) permit to be done any act on the Land that interferes with or affects the Permitted Use or the exercise by the Transferee of the Rights; or
- (d) interfere with or allow any interference with the Equipment or cause or allow any damage to be done to the Equipment; or
- (e) grant any rights over the Permitted Area to any party other than the Transferee; or
- (f) enter the Permitted Area.

4.2 The Transferor shall indemnify the Transferee against any loss, cost or damage caused or suffered as a result of any breach by the Transferor of its obligations described in clause 4.1.

4.3 Should the Transferor fail to observe or breach any of its obligations contained in this clause the Transferee may remedy any such failure to observe or breach and the Transferor shall reimburse the Transferee for the cost of any such remedy.

5. MAINTENANCE

The Transferee shall at its cost keep the Equipment and the Accommodation in good and substantial repair although it shall not be liable for any loss, cost or damage caused or suffered by the Transferor as a result of any failure to repair the Equipment and the Accommodation.

6. RELOCATION

6.1 The Transferor shall be entitled in the event of any redevelopment of the Land to request the Transferee to relocate move or adjust the position of the Substation, and the Equipment constructed, maintained and operated by the Transferee on the Land, and to execute a surrender of the easement contained herein provided that:

- (a) the Transferor shall make available to the Transferee another part of the Land of like size and dimension as the Permitted Area for the Transferee's consideration as the new Permitted Area. Should the Transferee in its sole discretion consider that the proposed new Permitted Area is suitable for the relocation of the Works then it will advise the Transferor accordingly. The Transferee shall be under no obligation to relocate the Works

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must sign their signatures or initials here.

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JB *[Signature]* *[Signature]*

Annexure Schedule



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unless it is satisfied in its sole discretion that the proposed new Permitted Area is suitable for its purposes;

Should the Transferor and the Transferee agree on a new Permitted Area then:

- (b) the Transferor shall give the Transferee reasonable notice in writing of such request in order that the Transferee may remove the Substation and the Equipment from the Land prior to the Transferor commencing such redevelopment;
- (c) the Transferor shall bear the cost of such relocation, movement or adjustment of position of the Substation and the Equipment including (but not limited to) any temporary arrangements necessary to maintain the right contained in this easement to transmit electric current, the cost of obtaining all necessary resource consents and other approvals, all transport, installation and construction costs, and the legal and survey costs of granting a new easement and surrendering the easement created hereunder; and
- (d) the Transferor will execute all such documents as may be necessary to grant a further easement in such form as the Transferee's solicitors may require in lieu hereof.

7. OWNERSHIP

The Transferee retains ownership of the Equipment and the Accommodation which do not form part of the Land.

EXECUTED

SIGNED for and on behalf of
VECTOR LIMITED
in the presence of

Witness signature

Full Name

Address

Occupation

Director

Director/Authorised Signatory

Note: If two directors sign, no witness is necessary. If a director and authorised signatory sign, both signatures are to be witnessed. If the director and authorised signatory are not signing together, a separate witness will be necessary for each signature.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

THE
COMMON
SEAL

Auckland District Law Society
REF 4/2003

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Approved by Registrar-General
of Land under No. 1995/1003EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
Buddle Findlay Solicitors DX CP24024 AUCKLAND

Auckland District Law Society
REF: 4130 /2

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

CONSENT

Dated

22 July 2003

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(Continue in additional Annexure Schedule, if required.)

CONSENT

Bank of New Zealand as Mortgagee under Mortgage No. C276215.1 hereby consents to the registration of an Easement Instrument creating an electricity easement in gross for electricity supply purposes over the area marked "A" on Part Allotment 74 DP313672 Certificate of Title NA570/201.

Dated this 22 day of July 2003

Executed by Bank of New Zealand
by its Attorneys

Alan Thomas Simpson

Kendall James Taylor

In the presence of:

KELSEY MAREE LAWRIE

.....
Bank Officer, 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.



Bank of New Zealand

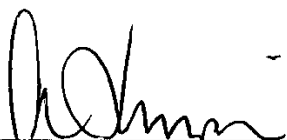
**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, Alan Thomas Simpson and Kendall James Taylor both of Wellington, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second 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 following registration districts of Land Information New Zealand as follows:

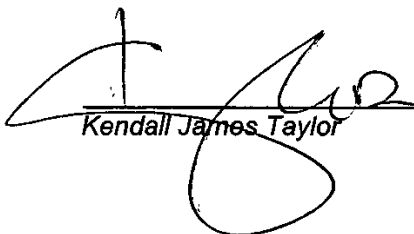
Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate 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 24th day of July 2003



Alan Thomas Simpson

SIGNED at Wellington this 24th day of July 2003



Kendall James Taylor