

A108961.1 TE

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENT

DATED the 6th day of April 1994

1. PARTIES

- 1.1 TELECOM SOUTH LIMITED (hereafter with its successors and assigns called "the Grantor")
- 1.2 TELECOM NEW ZEALAND LIMITED (hereafter with its successors and assigns called "the Grantee")

2. RECITALS

- 2.1 The Grantor is the registered proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memoranda underwritten in all that piece of land containing 928m² more or less being Section 1 on Survey Office Plan 5031 being all the land comprised and described in Certificate of Title 33B/774 (Canterbury Registry)
- SUBJECT TO:
- (1) Section 27B State Owned Enterprises Act 1986
 - (2) Section 3 Petroleum Act 1937
 - (3) Section 8 Atomic Energy Act 1945
 - (4) Section 3 Geothermal Energy Act 1953
 - (5) Sections 6 and 8 Mining Act 1971
 - (6) Sections 5 and 261 Coal Mines Act 1979
- ("the Servient Land")
- 2.2 The Grantor has agreed to transfer and grant to the Grantee a perpetual easement in gross on the terms set out herein over and under part of the Servient Land described in Deposited Plan 62423.

NOW THIS MEMORANDUM WITNESSES as follows:

3. GRANT OF EASEMENT

- 3.1 IN pursuance of the premises and in consideration of the sum of \$1.00 including GST (if any) paid to the Grantor by the Grantee (the receipt of which is hereby acknowledged) the Grantor TRANSFERS AND GRANTS to the Grantee a perpetual easement in gross for telecommunication purposes on the terms set out in the Schedule annexed hereto in, over and under that part of the Servient Land marked "A", "B" and "C" on



Deposited Plan 62423 (hereafter called "the Telecommunication Easement") to the intent that the Telecommunication Easement shall enure for the benefit of the Grantee in perpetuity.

3.2 THAT part of the Servient Land subject only to the Telecommunication Easement shall hereafter be called "the Telecommunication Easement Land".

4. COVENANTS

4.1 THE Grantee shall at the sole expense of the Grantee be responsible for arranging:

4.1.1 The installation of the Line, Lines or Works (if necessary); and

4.1.2 The repair and maintenance of the Line, Lines or Works so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

4.2 ALL work authorised to be carried out pursuant to this Memorandum shall be carried out as expeditiously as possible and shall cause as little damage to the Servient Land as is reasonably consistent with the rights powers and privileges conferred on the Grantee pursuant to this Memorandum.

4.3 THE Grantee shall repair and make good all damage to any fence, gate, erection or any other improvement on the Servient Land directly caused by any work carried out by the Grantee pursuant to this Memorandum.

4.4 THE Grantor shall not:

4.4.1 Grow or permit to be grown on the Telecommunication Easement Land any trees, shrubs, bushes or foliage of any description;

4.4.2 Without the consent of the Grantee, erect or permit to be erected on the Telecommunication Easement Land any fence, gate or any other improvement;

4.4.3 At any time hereafter do, permit or suffer to be done any act whereby the full and free use and enjoyment by the Grantee of the rights powers privileges granted to the Grantee pursuant to this Memorandum are interfered with or adversely affected in any way.

4.5 The Easement granted herein are not in substitution for and are without prejudice to such statutory rights and authorities as the Grantee may have from time to time in respect of the Servient Land.

4.6 All differences and disputes between the parties hereto concerning these presents or any act or thing to be done in pursuance hereof (except as otherwise expressly provided) shall be referred to the arbitration in New Zealand of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before their entering upon the reference) in accordance with the Arbitration Act 1908.

5. DEFINITIONS

- 5.1 "Grantee" means Telecom New Zealand Limited and includes any subsidiary thereof (within the meaning of section 158 of the Companies Act 1955) and also any related company (within the meaning of section 2 of the Companies Act 1955) of any of those companies and where not repugnant to the context, the successors and assigns, and the servants and agents of any of those companies.
- 5.2 "Telecommunication" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, 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 whether underground or overground incidental to telecommunications.
- 5.3 "Line or Lines" means a wire or wires, cable or a conductor of any other kind (including a fibre optic cable) used or intended to be used for Telecommunication and includes any pole, tower, mast, insulator, casing, fixture (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing, surrounding or protecting any such wire, wires, conductor, cable or fibre optic cable and also includes any part of a Line and includes "existing lines" as defined by the Telecommunications Act 1987 and its amendments.
- 5.4 "Works" includes a Line and any instrument, tower, mast, radio apparatus comprising transmitters or receivers or a combination of both, furniture, plant, office, building, machinery, engine, excavation or work of whatever description used for the purpose or in relation to or in connection with Telecommunication and includes "existing works" as defined by the Telecommunications Act 1987 and its amendments.

IN WITNESS WHEREOF this agreement has been executed as at the date first written above.

THE COMMON SEAL of
TELECOM SOUTH LIMITED
as Grantor was hereto
affixed in the presence of:

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[Signature]

Director AUTHORIZED SIGNATORY

[Signature]

Director/Secretary
AUTHORIZED SIGNATORY

THE COMMON SEAL of
TELECOM NEW ZEALAND LIMITED
as Grantee was hereto
affixed in the presence of:

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)
)
)



[Signature]

Director AUTHORIZED SIGNATORY

[Signature]

Director/Secretary
AUTHORIZED SIGNATORY

Fluor

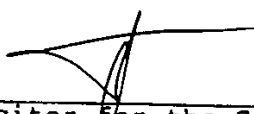
SCHEDULE

TELECOMMUNICATION EASEMENT

- 1.1 The full free right, liberty and licence for all times hereafter for the Grantee, 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:
- (a) To lay and maintain in and under the soil of the Telecommunication Easement Land or as the case may be erect, construct and maintain on and over the Telecommunication Easement Land a Line, Lines or Works;
 - (b) 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 make 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 Grantee to receive the full free use and enjoyment of the rights and privileges granted herein;
 - (c) To use the Line, Lines or Works for the purpose of Telecommunication without interruption or impediment (except during any periods of inspection, repair, renewal, replacement or alteration);
- 1.2 PROVIDED THAT in laying, maintaining, inspecting, repairing, replacing or altering a Line, Lines or Works over or under the Telecommunication Easement Land the Grantee shall:
- (i) Give to the Grantor reasonable notice of the Grantee's intention to enter the Telecommunication Easement Land (but at any time and without notice in the case of an emergency);
 - (ii) Make all reasonable attempts not to interfere with the business activity of the Grantor or the use of the Easement Land by the Grantor or its agents or invitees; and
 - (iii) At the sole expense of the Grantee restore the surface of the Telecommunication Easement Land as nearly as possible to its former condition and consolidated to its former level to a good and workmanlike standard.

THE
ABSTRACT
ARE RE-
CORDED
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Correct for the purposes of the
Land Transfer Act 1952


Solicitor for the Grantee

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GRANT OF EASEMENT

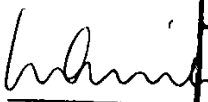
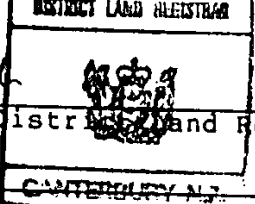
TELECOM SOUTH LIMITED

Grantor

TELECOM NEW ZEALAND LIMITED

Grantee

Particulars entered in the Register
as shown herein on the date and at
the time endorsed below


Assistant/District Land Registrar

CANTERBURY N.Z.

10.15 28.APR.94 A 108961/1
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST LAND REGISTRAR

44D/280

FEES PAID HEREON
AVAILABLE
TO 24/6/94
K.A.L.R.

CHAPMAN TRIPP SHEFFIELD YOUNG
SOLICITORS
AUCKLAND & WELLINGTON

