

Telecommunications Site Agreement

This deed (the "Agreement") dated as of 9 MAY, 2008, which is the date last signed below, is entered into by and between:

Landlord: John Patrick Clyne (the "Landlord")

Landlord's Address:

c/o COGHLAN Smith Lowry's
10 box 19882 Christchurch

and

Tenant: NZ Communications Limited (the "Tenant")

Tenant's Address:

Level 3, 131 Khyber Pass Road, Auckland
PO Box 8355, Symonds St, Auckland, T: 09 919 7000 F: 09 919 7001

Pursuant to the terms and conditions set forth below and the Standard Terms and Conditions attached to this Agreement.

Term: 5 years with 3 rights of renewal each of 5 years

Commencement Date: The earlier of (i) Tenant's receipt of all necessary permits and approvals, or (ii) six (6) months from full execution.

Annual Rental: \$7,500 + GST p.a.

Increases: On the third anniversary of the Commencement Date, and every three years thereafter throughout the Term, the Annual Rental shall be increased by an amount equal to the annual increases of the Consumer Price Index (CPI)

Landlord's Property: 9 Buckleys Road, Eastgate, Christchurch
as more thoroughly described in the certificate of title attached as Schedule A

Tenant's Premises: That portion of the Property and/or any structures located on the Property leased to Tenant, including but not limited to:

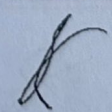
Approximately 21m² of space of the Property for a Mast or Tower structure and for equipment cabinets or shelters

The Premises also includes any access to the Premises for ingress and egress and to connect utility lines to the Telecommunications Facility, and the Telecommunications Facility to the Tenant's network, and any common areas shared with other tenants or licensees, and/or exterior areas, all as more generally shown on the diagram attached as Schedule B.

Business Hours: Monday to Friday 8am to 5pm

By their signatures, the Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, together with the rights of the Tenant to install, maintain, operate, upgrade, and remove from the Premises the Telecommunications Facility (as shown in part on Schedule B, annexed to this Agreement) for the Term, commencing on the Commencement Date, at the Annual Rental, pursuant to the Standard Terms and Conditions attached hereto.

Initials:
SPC



Special Provisions:

Demolition or Redevelopment of the Building for the benefit of the Landlord: Landlord shall have the right after the fifteen (15) year anniversary of the Commencement Date, on not less than twelve (12) months prior written notice, to require Tenant to remove the Telecommunications Facilities from the Premises if necessitated by redevelopment or renovation of the Property, including any associated demolition, reconstruction, redevelopment, re-modelling or substantial alteration that will affect the Tenant's Telecommunications Facility.

Solicitor's Fees: Tenant will reimburse Landlord for any solicitor's fees incurred by Landlord in the negotiation of this Agreement to a maximum of \$750 within thirty (30) days of receipt of an itemized invoice from Landlord's solicitor.

Landlord

Signature: _____
Printed Name: _____

Title: _____

Date: 29/4/08

Landlord IRD#: _____

Witness (or director)

Signature: _____
Printed Name: _____

Occupation: Paul Anthony Coghlan

Date: Solicitor

Address: Christchurch

Tenant

Signature: _____

Printed Name: TEX EDWARDS

Title: MANAGER

Date: 9/5/08

Witness (or director)

Signature: _____

Printed Name: JASMINE TAY

Occupation: PROPERTY ADMIN

Date: 09/05/08

Address: 131 KHYBER PASS RD
GRAFTON

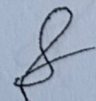
Initials:
S.P.C.

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Standard Terms and Conditions

1. **Term.** This Agreement is effective as of the date of full execution. The Term of this Agreement starts on the Commencement Date.
2. **Rent.** The Annual Rental shall be payable in equal monthly instalments in advance throughout the Term on the first day of the month, the first payment being paid on the first day of the month following the Commencement Date. The Annual Rental is subject to Tenant's prior receipt of an appropriate GST invoice from the Landlord together with details of the Landlord's nominated bank account. The Annual Rental for any partial month at the beginning or end of the Term shall be pro-rated.
3. **Permitted Use.** Tenant shall have the right to use the Premises only for the construction, operation, maintenance, upgrade, and removal of a Telecommunications Facility (as defined in paragraph 6, below).
4. **Approvals and Consents; Compliance with Law.** Tenant will obtain, maintain, and comply with all local, territorial, governmental or other statutory authorities having jurisdiction over the Premises and/or Tenant's proposed operations (the "Authorities"), including any necessary consents. Landlord agrees to cooperate with Tenant in its application for any such consents including, if necessary, signing any documents or applications necessary to obtain the consents or to comply with laws, rules, and regulations of the Authorities.
5. **Access to the Premises.** Tenant will not obstruct the Landlord, its tenants, invitees or any lawful occupier of the Property in their use of the Property other than as allowed under this Agreement. Landlord will allow Tenant access to the Telecommunications Facility and Premises, at no charge, during normal Business Hours, and 24 hours a day, seven days a week in an emergency or operational necessity.
6. **Telecommunications Facilities.**
 - (a) Tenant has the right to prepare, maintain and alter the Premises in order to install thereon an antenna support structure (which might include tower or mast, as indicated in the attached Schedule B), radio transmitting and receiving antennas, equipment cabinets and/or shelter, HVAC equipment, and utility and transmission lines connecting the antennas to the equipment, and other supporting equipment ("Telecommunications Facilities"), as shown in part on Schedule B attached to this Agreement. The diagrams attached to Schedule B are illustrative only, and may be replaced by Tenant in the event Tenant upgrades the Telecommunications Facility as permitted herein. The Telecommunications Facility and all equipment installed in the Premises remain the property of Tenant at all times and will not become fixtures irrespective of their degree of annexation to the Property or any building or structure thereon.
 - (b) Tenant may use those parts of the Building and/or Property adjacent to the Agreement Area and areas in which the Telecommunications Facility is installed as are reasonably required during the installation, maintenance and operation of the Telecommunications Facility. Tenant may mount antennas forming part of the Telecommunications Facility at a sufficient height so that the signals transmitted and received by those antennas are not impeded by the Building or any other structures.
 - (c) On the termination or expiration of this Agreement Tenant must remove the Telecommunications Facility and will restore the Premises to its original condition, reasonable wear and tear and loss due to *force majeure* event excepted.
7. **Utilities.**
 - (a) ~~Tenant has the right to connect the Telecommunications Facility to the Landlord's utility services (including electrical and telecommunications services) or, in the event such utilities are not available or insufficient for Tenant's needs, to obtain electrical and telecommunications utility service for the Telecommunications Facilities from any utility company willing to provide service to the Premises, the cost of which shall be borne by the Tenant. The electricity supplied to the Telecommunications Facility will be separately metered and paid by Tenant, either directly to the electricity supply authority or to the Landlord, whichever is most practical, at the rates charged by the servicing utility. Tenant is not liable to pay any expenses or outgoings of the Property or the Building except for utilities it uses.~~
 - (b) Utility lines shall include any wires, cables, conduits, or conductors of any kind (including a fibre optic cable) used or intended to be used for telecommunications or for the transmission of electricity, and includes insulators, casings, transformers, tunnels, and other equipment and material used or intended to be used for supporting, enclosing, surrounding, or protecting any such wires, cables, conduits or conductors.
8. **Liability and Indemnity.**
 - (a) Tenant shall be required to make repairs to the Premises or Property only to the extent such repairs shall be necessitated by reason of the default or neglect of Tenant.
 - (b) Tenant agrees to indemnify the Landlord against all expenses, actions, claims or demands to the extent arising from Tenant's negligence, except to the extent such expense, action, claim or demand arises from the negligence of Landlord.
9. **Assignment and Co-location.**
 - (a) Tenant has the right to assign all or part of its rights, interests or obligations under this Agreement to any Related Company (as defined by the Companies Act 1993), or to any company in which a shareholder of Tenant has an interest (whether by way of ownership or control, in whole or in part, direct or indirect) or to any purchaser of the whole or part of an interest in Tenant's telecommunications network and/or services. Tenant may also assign all or part of its rights, interests or obligations under this Agreement to any other person with the prior written consent of the Landlord.
 - (b) Tenant may not sublease or license space within the Premises except as follows:
 - Tenant has the right to sublease or license space within the Premises to a Related Company

Initials:
SRE



- If Tenant constructs a mast on the property, Tenant may sublease or license space on the mast and within the Premises to any third party provider of telecommunications services pursuant to a co-location requirement under the Telecommunications Act 2001.

(c) Tenant acknowledges that Landlord will be entitled to grant licences or leases to other parties to use the Property for such uses and on such terms as Landlord may determine provided such uses do not adversely affect Tenant's Permitted Use of the Premises.

10. Warranties and Covenants.

(a) Landlord warrants and represents that Landlord owns the Property (and any Building, Tower, or other structures thereon) in fee simple, has rights of access thereto, which Tenant is legally permitted to use, and the Property and access rights are free and clear of all liens, encumbrances and restrictions, and Landlord has not entered into any contracts or agreements that may be inconsistent with this Agreement. Landlord further covenants that Tenant may peaceably hold and enjoy the Premises and any parts of the Property utilised by Tenant under this Agreement without any interruption by the Landlord or any person claiming by or through the Landlord.

(b) Tenant must operate the Telecommunications Facilities in a manner that will not cause measurable interference to the pre-existing telecommunications equipment of Landlord or other pre-existing leasees or licensees of the Property. In the event the Telecommunications Facilities cause measurable interference, Tenant agrees to take all steps reasonably necessary to eliminate such interference in a reasonable time period upon receipt of written notice from the Landlord.

(c) The Landlord must pay all rates, taxes and assessments charged on the Property by the due date for payment.

11. Default and Termination.

(a) The Landlord may terminate this Agreement by giving one month's written notice to Tenant in any one or more of the following events and this Agreement will terminate at the expiry of that period if Tenant fails within that period (or such longer reasonable period as is required to remedy the breach or default) to remedy all notified defaults:

- (i) Tenant fails to pay the Annual Rental then due for 28 days after receipt of written notice from the Landlord requiring payment; or
- (ii) Tenant commits a material breach of any of its obligations under this Agreement.

(b) Tenant may terminate this Agreement by giving one month's written notice to the Landlord in any one or more of the following events:

- (i) Landlord commits a material breach of any of its obligations under this Agreement;
- (ii) if, in Tenant's opinion, any area(s) of the Property and/or Building utilised by Tenant are substantially unfit for Telecommunication purposes or no longer meet with Tenant's operational requirements;
- (iii) the operation of the Telecommunications Facility is subject to disruption or interference (including interference as defined in section 2 of the Radiocommunications Act 1989), or Tenant otherwise determines that the Premises are not the most suitable site for the Permitted Use;
- (iv) if any application for a consent or permit required from time to time from any Authority for the installation and use of the Telecommunications Facility or any part of the Property for Telecommunication purposes is declined or granted subject to conditions which are unacceptable to Tenant and Tenant decides, in its sole discretion, not to object to those conditions or take any further action in respect of the same, or if in Tenant's opinion the consents are likely to be denied or appealed by third parties, or if Tenant is unsuccessful in any objection, appeal or further action which it does take; or
- (v) there is a change in any Act or requirement of a relevant Authority or some alteration in Tenant's operational requirements which renders Tenant's use of any part of the Building or the Property illegal or unnecessary.

If Tenant does terminate pursuant to this paragraph, the Landlord shall be entitled to receive from Tenant any unpaid portion of the first year's Annual Rental.

~~(c) Tenant may terminate this Agreement by giving not less than three months' written notice to the Landlord prior to expiration of the term or any renewal term.~~

(d) Any termination under this Paragraph 11 does not affect the rights of either party against the other as at the date of termination.


12. Miscellaneous.


(a) Nothing in this Agreement restricts or alters any of Tenant's rights, powers, remedies or actions under the Radiocommunications Act 1989 or the Telecommunications Act 2001 or any Acts amending or in substitution for them.

(b) Merger Clause: This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties. Schedules, appendices, and attachments to this Agreement are incorporated herein and are considered a material part of this agreement.

(c) Notice: Any notice or other document to be given, delivered or served under this Agreement may be served in any manner mentioned in section 353-361 of the Property Law Act 2007, or by facsimile to the facsimile number of the party intended to be served. Any notice or other document served by facsimile is deemed to have been received by the other party on the day after the date of successful transmission. Any notice or other document to be delivered or served must be addressed to the address of the party being served as set out on the cover page to this Agreement. Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. No notice

Initials:
S.R.E.




 Initials: S-22

- may be served on a party to this Agreement by the other by e-mail and nothing in this Agreement shall be deemed to designate an information system for the purposes of section 11a of the Electronic Transactions Act 2002.
- (d) **Multiple Originals:** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.
 - (e) **Good Faith:** In any case where the approval or consent of one party to this Agreement is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, withhold, or condition its approval or consent.
 - (f) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
 - (g) **Savings Clause:** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 - (h) **Confidentiality:** The Landlord acknowledges that the terms of this Agreement are commercially sensitive. The Landlord agrees to keep this Agreement strictly confidential and not to disclose or permit to be disclosed any of the terms of this Agreement to any person other than on a "need to know" basis.
 - (i) **Capitons:** The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provisions.

Handwritten initials 'S-R' inside a box labeled 'Initials:'

A copy of the Certificate of Title will be shown below or attached hereto.

Certificate of Title

Schedule A



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier **CB15F/627**
Land Registration District **Canterbury**
Date Issued **06 May 1975**

Prior References

CB200/92 CB200/93 CB350/77

Estate Fee Simple
Area 1829 square metres more or less
Legal Description Lot 2 Deposited Plan 35720

Proprietors
John Patrick Clyne

Interests

104082.1 Transfer creating the following easements - 2.11.1976 at 9.46 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Light	Lot 2 Deposited Plan 35720 - herein	Part herein	Lot 1 Deposited Plan 35720	

The easements created by Transfer 104082.1 are subject to Section 351E(1)(a) Municipal Corporations Act 1954

107805.1 Easement Certificate specifying the following easements - 30.11.1976 at 9.47 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Drain sewage	Lot 1 Deposited Plan 35720 - CT CB15F/626	-	Lot 2 Deposited Plan 35720 - herein	

The above easements when created will be subject to Section 351E(1)(a) Municipal Corporations Act 1954

Transaction Id 19056486
Client Reference lrobinson001

Search Copy Dated 7/09/07 7:57 am, Page 1 of 2
Register Only

Schedule B

Premises and the Telecommunications Facility

A description of the Premises and the Telecommunications Facility will be shown below or attached hereto.

Initials:
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USE OF THIS PLAN IS LIMITED TO THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

NOTES:

- ACCESS FROM CAR PARK, 9 BUCKLEYS ROAD, CHERRY PICKER TO ANTENNAS.
- ANTENNA HEIGHTS ARE ABOVE GROUND LEVEL (APPROX).
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ALL EXISTING SERVICES IN THE VICINITY OF THE SITE (INCLUDING THOSE NOT NECESSARILY SHOWN) PRIOR TO COMMENCEMENT OF ANY WORKS ON SITE. SERVICES SHOWN ARE INDICATIVE ONLY.
- ALL EXISTING SURFACES AND FEATURES SHALL BE FULLY RESTORED TO THEIR ORIGINAL CONDITION TO THE SATISFACTION OF THE ENGINEER ON COMPLETION OF THE WORKS.
- ROUTE TO BE CONFIRMED ON SITE BETWEEN CONTRACTOR, OWNER AND/OR AUTHORITY.
- TITLE SURVEY TO BE UNDERTAKEN TO CONFIRM LEGAL BOUNDARY POSITIONS BEFORE CONSTRUCTION.

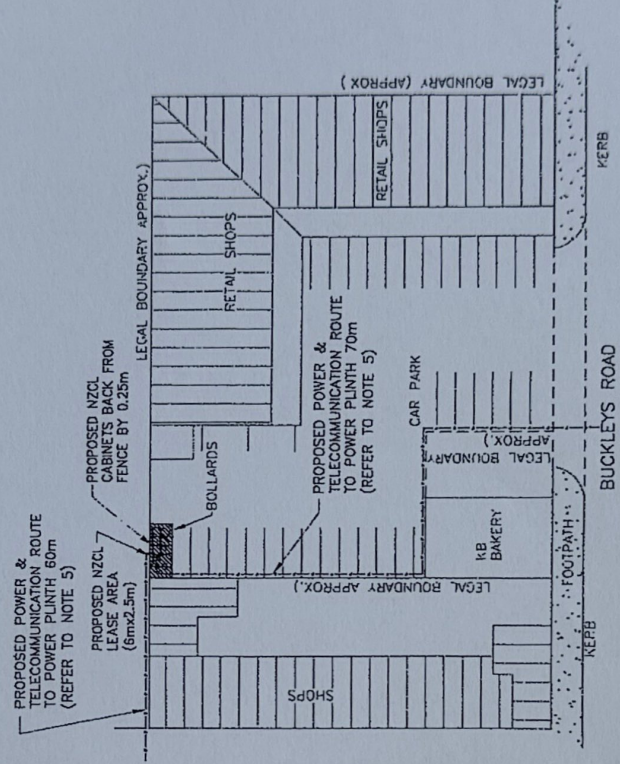
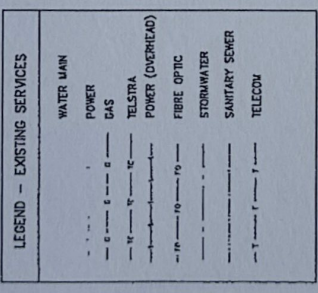
RF ANTENNA INFORMATION

SECTOR	SECTOR AZIMUTH (Deg)	ANTENNA MID HEIGHT (AGL) (m)	ANTENNA TYPE	FEEDER LENGTH (m)
SECTOR 1	60°	18.8	GNPX306R	50
SECTOR 2	180°	18.8	GNPX306R	60
SECTOR 3	300°	18.8	GNPX306R	60

NOTE: ANTENNA AZIMUTH AND TYPE TO BE CONFIRMED BY NZCL SITE TYPE 'A'

MICROWAVE ANTENNA INFORMATION

DISH TYPE	ANTENNA AZIMUTH (Deg)	ANTENNA HEIGHT (AGL) (m)	ANTENNA TYPE
A	TBC	17.0	600P
B	TBC	17.0	800P
C	TBC	16.0	600P
D	TBC	16.0	800P



NO.	DATE	REVISION
1	12/01/2007	ISSUE FOR PERMIT
2	12/01/2007	ISSUE FOR PERMIT
3	12/01/2007	ISSUE FOR PERMIT
4	12/01/2007	ISSUE FOR PERMIT
5	12/01/2007	ISSUE FOR PERMIT
6	12/01/2007	ISSUE FOR PERMIT
7	12/01/2007	ISSUE FOR PERMIT
8	12/01/2007	ISSUE FOR PERMIT
9	12/01/2007	ISSUE FOR PERMIT
10	12/01/2007	ISSUE FOR PERMIT

NEW ZEALAND COMMUNICATIONS

PROJECT ADDRESS:
EASTGATE
9 BUCKLEYS ROAD, EAST GATE,
CHRISTCHURCH

PROJECT TITLE:
LOCALITY & SITE LAYOUT PLAN

NO.	DATE	REVISION
1	12/01/2007	ISSUE FOR PERMIT
2	12/01/2007	ISSUE FOR PERMIT
3	12/01/2007	ISSUE FOR PERMIT
4	12/01/2007	ISSUE FOR PERMIT
5	12/01/2007	ISSUE FOR PERMIT
6	12/01/2007	ISSUE FOR PERMIT
7	12/01/2007	ISSUE FOR PERMIT
8	12/01/2007	ISSUE FOR PERMIT
9	12/01/2007	ISSUE FOR PERMIT
10	12/01/2007	ISSUE FOR PERMIT

GREENFIELD - PLANNING
DRAWN BY: A3
CHECKED BY: A3
DATE: 12/01/2007
CHC-060-013-P01

NZCL LAND OWNER
Approval:
Approval: