RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier **1002188**

Land Registration District **North Auckland**

Date Issued 07 May 2021

Prior References
NA36D/335

Estate Fee Simple

Area 1.5470 hectares more or less

Legal Description Section 2 Survey Office Plan 526051

Registered Owners

Viaduct Harbour Holdings Limited

Interests

B719811.1 CERTIFICATE PURSUANT TO SECTION 643(2) LOCAL GOVERNMENT ACT 1974 (AFFECTS CT NA40C/278) - 21.8.1987 AT 9.30 AM

Subject to an electricity right (in gross) over part marked C on SO 526051 in favour of Auckland Electric Power Board created by Transfer B968445.1 - 16.3.1989 at 2.06 pm

8535527.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 2.7.2010 at 3:55 pm

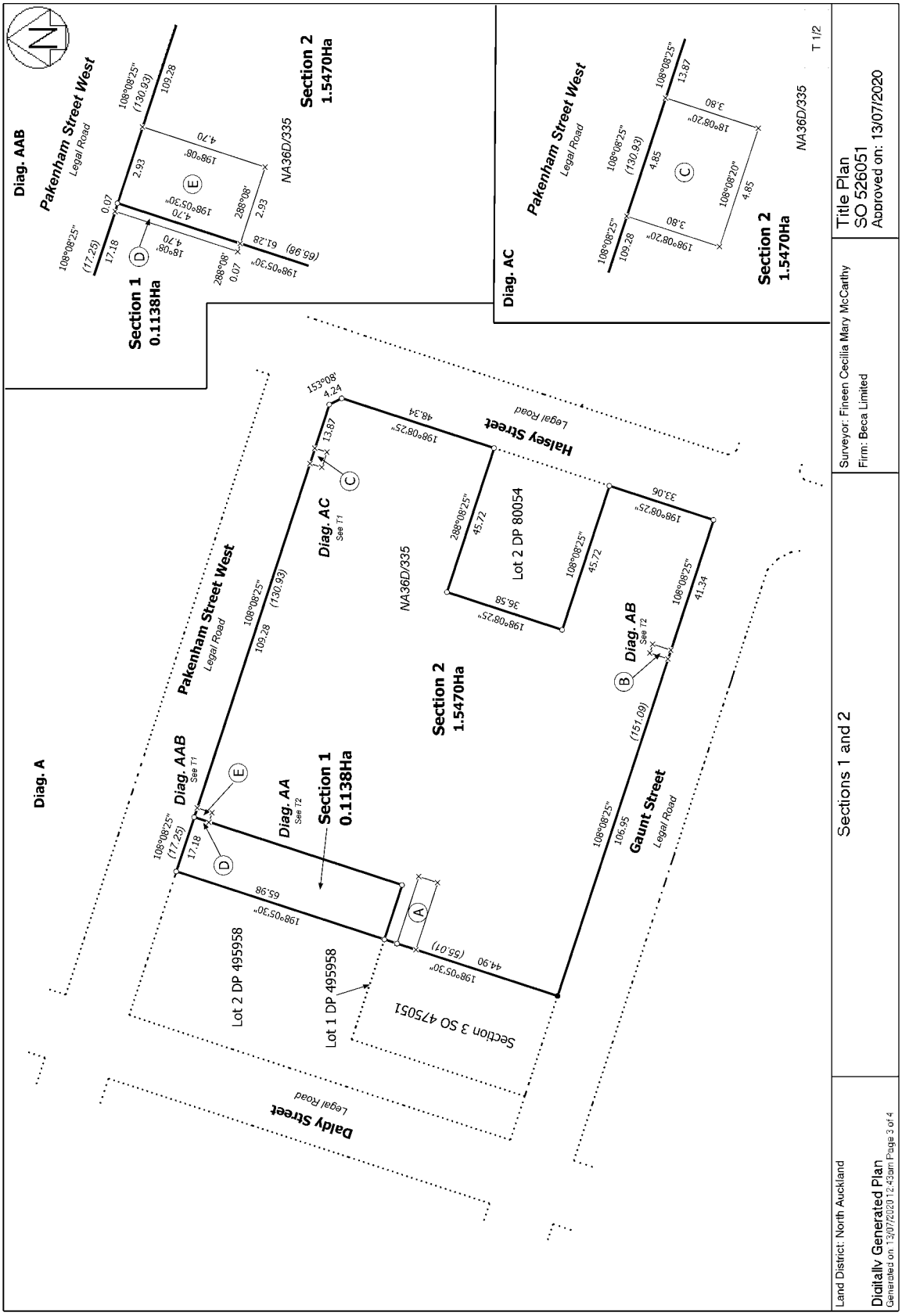
10031498.2 Mortgage to ASB Bank Limited - 15.4.2015 at 4:02 pm

10846987.1 Lease in renewal of lease C835362.1 Term 21 years commencing 17 November 2014 (right of renewal) CT 806383 issued - 15.9.2017 at 9:46 am

Subject to a right (in gross) to convey electricity over part marked A on DP 532182 in favour of Vector Limited created by Easement Instrument 11752965.1 - 30.4.2021 at 3:59 pm

Subject to a right (in gross) to convey electricity over part marked A and B on DP 564909 in favour of Vector Limited created by Easement Instrument 12284274.1 - 6.12.2021 at 2:35 pm

Subject to a right (in gross) to convey electricity over part marked A and B on DP 567415 in favour of Vector Limited created by Easement Instrument 13425199.2 - 24.11.2025 at 12:49 pm


Diag. AAB
Pakenham Street West
Legal Road
Section 2
1.5470Ha
NA36D/335
Section 1
0.1138Ha
Diag. AC
Pakenham Street West
Legal Road
NA36D/335
Section 2
1.5470Ha
T 1/2
Title Plan
SO 526051
Approved on: 13/07/2020
Surveyor: Fineen Cecilia Mary McCarthy
Firm: Beca Limited
Diag. A
Diag. AAB
See T1
Diag. AC
See T1
Pakenham Street West
Legal Road
NA36D/335
Lot 2 DP 80054
Halsey Street
Legal Road
Diag. AB
See T2
Section 2
1.5470Ha
Diag. AA
See T2
Section 1
0.1138Ha
Gaunt Street
Legal Road
Lot 2 DP 495958
Lot 1 DP 495958
Section 3 SO 475051
Daldy Street
Legal Road
Sections 1 and 2
Land District: North Auckland
Digitally Generated Plan
Generated on 13/07/2020 12:43am Page 3 of 4

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**NA40C/278**
Land Registration District	**North Auckland**
Date Issued	23 August 1977

Prior References
NA764/212

Estate	Fee Simple
Area	1672 square metres more or less
Legal Description	Lot 2 Deposited Plan 80054

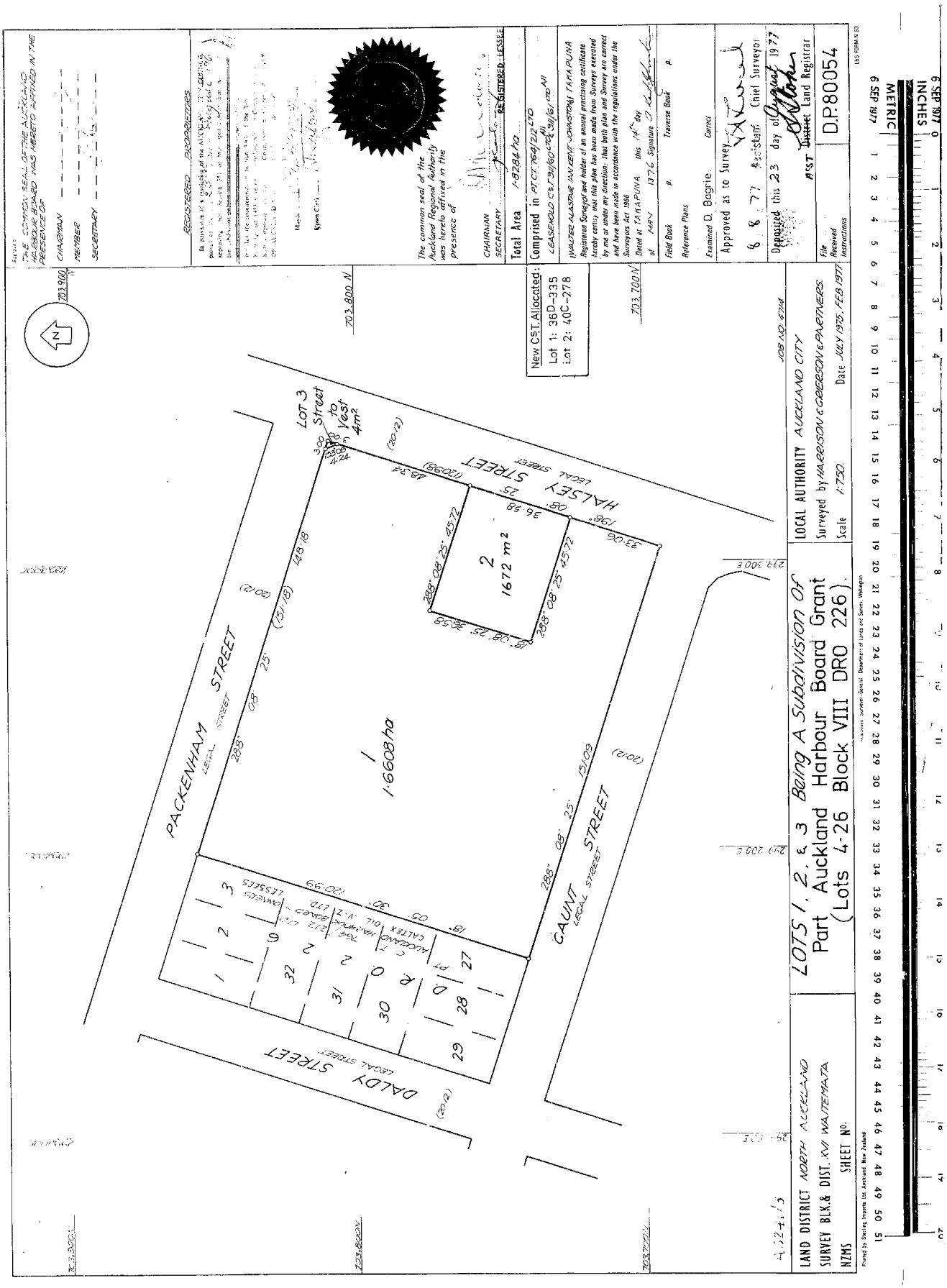
Registered Owners
Viaduct Harbour Holdings Limited

Interests

B719811.1 CERTIFICATE PURSUANT TO SECTION 643 (2) LOCAL GOVERNMENT ACT 1974 (AFFECTS CT NA36D/335) - 21.8.1987 AT 9.30 AM

10031498.2 Mortgage to ASB Bank Limited - 15.4.2015 at 4:02 pm

10846987.2 Lease in renewal of lease C835363.1 Term 21 years commencing 17 November 2014 (right of renewal) CT 806384 issued - 15.9.2017 at 9:46 am


LOTS 1, 2, & 3 Being A Subdivision Of Part Auckland Harbour Board Grant (Lots 4-26 Block VIII DRO 226).
LOCAL AUTHORITY AUCKLAND CITY
Surveyed by HALBERSON & GIBBESON & PARTNERS
Scale 1:750 Date JULY 1975, FEB 1977
LAND DISTRICT NORTH AUCKLAND
SURVEY BLK.& DIST. KW WAITEMATA
NZMS SHEET No.
D.P.80054
PACKENHAM STREET
DALDY STREET
GAUNT STREET
HALSEY STREET
LOT 3 Street to Vest 4m²
1 1.6608 ha
2 1672 m²
New CST Allocated:
Lot 1: 36D-335
Lot 2: 40C-278
Total Area 1.8284 ha
Comprised in PT CT 769/242 & AU
Approved as to Survey 6 6 77
Deposited this 23 day of August 1977
METRIC
INCHES

View Instrument Details

Instrument No	8535527.1
Status	Registered
Date & Time Lodged	02 July 2010 15:55
Lodged By	[redacted]
Instrument Type	Compensation Certificate

Affected Computer Registers	Land District
247012	North Auckland
39138	North Auckland
39140	North Auckland
NA36D/335	North Auckland
NA5A/1334	North Auckland
NA77A/401	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Michael Alastair John Wood as Crown or Local Authority Representative on 02/07/2010 03:41 PM

***** End of Report *****

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COMPENSATION CERTIFICATE

TO: The Registrar General of Land of the Land Registration District of North Auckland

UNDER section 19 of the Public Works Act 1981 this compensation certificate is forwarded to you to register against the computer freehold registers to the affected land.

1. DESCRIPTION OF THE LAND AFFECTED BY THIS CERTIFICATE

Parts of the land comprised in computer freehold registers:

- NA36D/335;
- 39138;
- 247012;
- 39140;
- NA77A/401; and
- NA5A/1334

(all North Auckland Registry).

2. BRIEF PARTICULARS OF AGREEMENT

Agreements under section 17 of the Public Works Act 1981 dated 30 June 2010 for Auckland City Council to acquire parts of the affected land for the construction of a road and parts of the affected land for public open space.

3. NAME AND ADDRESS OF PARTIES TO THE AGREEMENTS OTHER THAN THE LOCAL AUTHORITY

Owner's Name:	Viaduct Harbour Holdings Limited
Owner's Address:	Level 3 10 Viaduct Harbour Avenue AUCKLAND
Mortgagee's Name:	Westpac New Zealand Limited
Mortgagee's Address:	Level 15 PWC Tower 188 Quay Street Auckland

4. THE PLACE WHERE AGREEMENT MAY BE INSPECTED AND REFERENCE TO IDENTIFY DOCUMENT

The offices of Simpson Grierson, Level 27, 88 Shortland Street, Auckland on Mondays to Fridays between 9.00 am to 1.00 pm and between 2.00 pm and 5.00 pm (Matter Number 1896631).

DATED this 2ND day of JULY 2010

SIGNED by **AUCKLAND CITY COUNCIL**
by its Chief Executive:

David Rankin

View Instrument Details

Instrument No	10846987.1
Status	Registered
Date & Time Lodged	15 September 2017 09:46
Lodged By	[redacted]
Instrument Type	Lease

Affected Computer Registers	Land District
NA36D/335	North Auckland

Annexure Schedule: Contains 4 Pages.

Lessor Certifications

I certify that I have the authority to act for the Lessor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

I certify that the Mortgagee under Mortgage 10031498.2 has consented to this transaction and I hold that consent ☑

Signature

Signed by Suzanne June Mevissen as Lessor Representative on 30/08/2017 12:26 PM

Lessee Certifications

I certify that I have the authority to act for the Lessee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Alastair James Pettitt as Lessee Representative on 17/07/2017 02:55 PM

***** End of Report *****

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Lease instrument

(Section 115 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
NA36D/335	All	

Lessor

Viaduct Harbour Holdings Limited

Lessee

Infratil Infrastructure Property Limited

Estate or Interest *Insert "fee simple"; "leasehold in lease number " etc.*

Fee Simple

Lease Memorandum Number (if applicable)

Not Applicable

Term

21 Years commencing 17 November 2014

Rental

$3,692,393.00 (plus GST) per annum to be paid by equal quarterly payments in advance on the first day of the months of January, April, July and October in each year

LEASE AND TERMS OF LEASE

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the above Lease Memorandum or in the Annexure schedule(s) (if any)

H|M

GENERAL

The Lessee hereby covenants with the Lessor in the manner following that is to say:

1. The Lessee will duly and regularly pay the rent reserved on the days and in manner hereinbefore provided for payment of the same respectively without any deduction whatsoever and will pay all existing and future rates, taxes and assessments whatsoever now or hereafter during the said term assessed or imposed upon or payable in respect of the demised premises.

2. The Lessee will not erect any additional building or structure upon the demised premises until the plans and specifications of the building or structure about to be erected thereon shall have been first submitted to the Lessor for its approval and duly approved in writing by or on behalf of the Lessor.

3. The Lessee will throughout the said term keep and maintain in good order, condition and repair all buildings, structures, fixtures and fences which are now or may be erected or placed upon the demised premises, and will so yield up the same at the end or other sooner determination of the said term, damage by fire and earthquake excepted.

4. The Lessee will at the Lessee's own cost and expense forthwith insure and at all times during the said term keep insured against loss or damage by fire all buildings, structures and fixtures of an insurable nature which are now or may at any time hereafter be erected upon or affixed to the demised premises in the full insurable value thereof in the joint names of the Lessor and the Lessee in some insurance office in Auckland to be approved of by the Lessor and will whenever required deliver to the Lessor the policy of every such insurance and will produce to the Lessor the receipt or receipts for the premium or premiums for the current year at least three days before the due date of such premium or premiums respectively and in default thereof the Lessor may insure the said buildings and premises in manner aforesaid or for any less amount and pay the premium payable in respect thereof and recover the same and all incidental charges or expenses from the Lessee by action or otherwise in like manner as if the same had been rent in arrear and that in case the said buildings or premises or any part thereof shall at any time during the said term be destroyed or damaged by fire then and so often as the same shall happen all moneys received in respect of such insurance shall with all convenient speed be laid out in rebuilding, repairing or otherwise reinstating the same premises in a good and substantial manner.

5. The Lessee shall not nor will make or permit or suffer to be made any excavation on the demised premises without the consent in writing of the Lessor first had and obtained provided however that the construction of the pits and excavation as shall be reasonably necessary for the purposes of the erection and use of a bus depot shall not be deemed a breach of this covenant.

6. The Lessee shall not nor will during the term of this Lease assign, transfer, sublet or part with the possession or occupation of the demised premises or any part thereof without the consent in writing of the Lessor first had and obtained but such consent shall not be unreasonably or arbitrarily withheld.

7. The Lessee covenants that for so long as there exists any building constructed in a continuous manner across any part of the boundary of the land contained in CT NA40C/278 with the adjoining land contained in CT NA36D/335 (North Auckland Registry) which adjoining land is currently leased by the Lessor to the Lessee under lease in renewal of lease No. C835363.1 and for so long as there remains registered against either or both of those titles a certificate pursuant to section 643 of the Local Government Act 1974 (whether in this latter event such continuous building exists or not) the Lessee further covenants with the Lessor as follows:

   (a) That notwithstanding the provisions of clause 6 the Lessee shall not dispose of or in any way deal with its interest in either the lease in renewal of lease C835363.1 or in the lease

in renewal of lease C835362.1 in such a manner that the leasehold interest and/or the right to occupation of all the land comprised in both leases are not at the one time held by one and the same person;

(b) That in the event of the Lessee making default in the observance of any of the covenants contained or implied on its behalf in the adjoining lease in renewal of lease C835363.1 such default shall ipso facto be deemed a default under the lease in renewal of lease C835362.1 and shall render exercisable thereunder the Lessor's rights, powers and remedies in that event.

8. That the Lessee will not carry on or permit to be carried on upon the demised premises any offensive or dangerous trade or business nor do or suffer to be done upon the demised premises anything which may be or become a nuisance or cause injury to the Lessor or to the owners or occupiers of adjoining lands or suffer the demised premises or anything thereon being or erected to become or remain in the opinion of the Lessor unsightly or untidy.

9. The Lessee shall not be entitled to require the Lessor to contribute towards the cost of the erection or maintenance of any fence dividing the demised premises from any adjoining land but this provision shall not enure for the benefit of any lessee of such adjoining land.

AND IT IS HEREBY EXPRESSLY DECLARED AND AGREED AS FOLLOWS:

10. That if and whenever the rent hereby reserved or any part thereof shall be in arrear or unpaid for more than 28 days after any of the days whereon the same ought to have been paid whether the same shall or shall not have been legally demanded or if and wherever there shall be a breach of any of the covenants whether affirmative or negative herein contained or implied and on the part of the Lessee to be performed or observed then and in any such case the Lessor may forthwith or at any time thereafter without suit or without any notice or demand whatsoever re-enter and eject the Lessee and put an end to the term hereby created but without releasing the Lessee in respect of any breach or non-performance of any covenant or condition herein contained or implied in the same manner as any sheriff could do in the case the Lessor obtained judgment in an action or ejectment against the Lessee and a writ of possession had issued to such sheriff in due form of law and in case of any entry or ejectment and action thereon the Lessor, its agents, servants and workmen may plead leave and license by these presents and the same shall be a complete answer to any such action.

11. That in the event of the Lessee giving to the Lessor notice in writing three calendar months prior to the expiration of this demise of its desire to take a new lease for a further term as hereinafter mentioned and of the Lessee duly, punctually and faithfully paying the rent hereby reserved and observing and performing the covenants and conditions on the Lessee's part herein contained and implied up to the expiration of this demise then the Lessor shall and will grant to the Lessee a new lease for a further term of 21 years from the expiration of this demise containing the same covenants and conditions as are herein contained (including this present provision) but at a rent to be fixed by valuation of the land only without regarding the value of any buildings or improvements thereon in manner provided by the first schedule to the Public Bodies Leases Act 1969 provided however that in the event of the Lessee not giving such notice as aforesaid then all such buildings and erections on the demised premises shall become the property of the Lessor.

12. That in the valuation for a new rental as provided for in clause 11 the existence of any registered easement against the demised land permitting the installation of electric power services or installations shall not be taken into account as a factor reducing the value of the land.

13. No warranty shall be implied on the part of the Lessor that this Lease is registrable.

14. Such of the provisions of the Land Transfer Act 1952 and the Property Law Act 2007 or any amendment thereof respectively as are inconsistent with or contradictory to these presents or anything herein contained shall be and the same are hereby negatived or modified to the extent of such inconsistency.

15. The expression "Lessor" wherever used throughout these presents shall include and bind the Lessor, its successors and assigns and the expression "Lessee" when so used shall include and bind the Lessee and its successors and assigns.

To the Registrar General of Land

This Lease is in renewal of Lease C835362.1. Pursuant to Section 117 Land Transfer Act 1952 please bring down all encumbrances, liens and interests to which the prior lease is subject at the time of expiry of the prior lease.

_____

Conveyancer/Solicitor for the Lessee

View Instrument Details

Instrument No	10846987.2
Status	Registered
Date & Time Lodged	15 September 2017 09:46
Lodged By	[redacted]
Instrument Type	Lease

Affected Computer Registers	**Land District**
NA40C/278	North Auckland

Annexure Schedule: Contains 4 Pages.

Lessor Certifications

I certify that I have the authority to act for the Lessor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

I certify that the Mortgagee under Mortgage 10031498.2 has consented to this transaction and I hold that consent ☑

Signature

Signed by Suzanne June Mevissen as Lessor Representative on 30/08/2017 12:27 PM

Lessee Certifications

I certify that I have the authority to act for the Lessee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Alastair James Pettitt as Lessee Representative on 17/07/2017 02:56 PM

***** End of Report *****

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Lease instrument

(Section 115 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
NA40C/278	All	

Lessor

Viaduct Harbour Holdings Limited

Lessee

Infratil Infrastructure Property Limited

Estate or Interest *Insert "fee simple"; "leasehold in lease number " etc.*

Fee Simple

Lease Memorandum Number (if applicable)

Not applicable

Term

21 years commencing 17 November 2014

Rental

$390,107.00 (plus GST) per annum to be paid by equal quarterly payments in advance on the first day of the months of January, April, July and October in each year

LEASE AND TERMS OF LEASE

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the above Lease Memorandum or in the Annexure schedule(s) (if any)

GENERAL

The Lessee hereby covenants with the Lessor in the manner following that is to say:

1. The Lessee will duly and regularly pay the rent reserved on the days and in manner hereinbefore provided for payment of the same respectively without any deduction whatsoever and will pay all existing and future rates, taxes and assessments whatsoever now or hereafter during the said term assessed or imposed upon or payable in respect of the demised premises.

2. The Lessee will not erect any additional building or structure upon the demised premises until the plans and specifications of the building or structure about to be erected thereon shall have been first submitted to the Lessor for its approval and duly approved in writing by or on behalf of the Lessor.

3. The Lessee will throughout the said term keep and maintain in good order, condition and repair all buildings, structures, fixtures and fences which are now or may be erected or placed upon the demised premises, and will so yield up the same at the end or other sooner determination of the said term, damage by fire and earthquake excepted.

4. The Lessee will at the Lessee's own cost and expense forthwith insure and at all times during the said term keep insured against loss or damage by fire all buildings, structures and fixtures of an insurable nature which are now or may at any time hereafter be erected upon or affixed to the demised premises in the full insurable value thereof in the joint names of the Lessor and the Lessee in some insurance office in Auckland to be approved of by the Lessor and will whenever required deliver to the Lessor the policy of every such insurance and will produce to the Lessor the receipt or receipts for the premium or premiums for the current year at least three days before the due date of such premium or premiums respectively and in default thereof the Lessor may insure the said buildings and premises in manner aforesaid or for any less amount and pay the premium payable in respect thereof and recover the same and all incidental charges or expenses from the Lessee by action or otherwise in like manner as if the same had been rent in arrear and that in case the said buildings or premises or any part thereof shall at any time during the said term be destroyed or damaged by fire then and so often as the same shall happen all moneys received in respect of such insurance shall with all convenient speed be laid out in rebuilding, repairing or otherwise reinstating the same premises in a good and substantial manner.

5. The Lessee shall not nor will make or permit or suffer to be made any excavation on the demised premises without the consent in writing of the Lessor first had and obtained provided however that the construction of the pits and excavation as shall be reasonably necessary for the purposes of the erection and use of a bus depot shall not be deemed a breach of this covenant.

6. The Lessee shall not nor will during the term of this Lease assign, transfer, sublet or part with the possession or occupation of the demised premises or any part thereof without the consent in writing of the Lessor first had and obtained but such consent shall not be unreasonably or arbitrarily withheld.

7. The Lessee covenants that for so long as there exists any building constructed in a continuous manner across any part of the boundary of the land contained in CT NA40C/278 with the adjoining land contained in CT NA36D/335 (North Auckland Registry) which adjoining land is currently leased by the Lessor to the Lessee under lease in renewal of lease No. C835362.1 and for so long as there remains registered against either or both of those titles a certificate pursuant to section 643 of the Local Government Act 1974 (whether in this latter event such continuous building exists or not) the Lessee further covenants with the Lessor as follows:

   (a) That notwithstanding the provisions of clause 6 the Lessee shall not dispose of or in any way deal with its interest in either the lease in renewal of lease C835363.1 or in the lease

HJM

in renewal of lease C835362.1 in such a manner that the leasehold interest and/or the right to occupation of all the land comprised in both leases are not at the one time held by one and the same person;

(b) That in the event of the Lessee making default in the observance of any of the covenants contained or implied on its behalf in the adjoining lease in renewal of lease C835362.1 such default shall ipso facto be deemed a default under the lease in renewal of lease C835363.1 and shall render exercisable thereunder the Lessor's rights, powers and remedies in that event.

8. That the Lessee will not carry on or permit to be carried on upon the demised premises any offensive or dangerous trade or business nor do or suffer to be done upon the demised premises anything which may be or become a nuisance or cause injury to the Lessor or to the owners or occupiers of adjoining lands or suffer the demised premises or anything thereon being or erected to become or remain in the opinion of the Lessor unsightly or untidy.

9. The Lessee shall not be entitled to require the Lessor to contribute towards the cost of the erection or maintenance of any fence dividing the demised premises from any adjoining land but this provision shall not enure for the benefit of any lessee of such adjoining land.

AND IT IS HEREBY EXPRESSLY DECLARED AND AGREED AS FOLLOWS:

10. That if and whenever the rent hereby reserved or any part thereof shall be in arrear or unpaid for more than 28 days after any of the days whereon the same ought to have been paid whether the same shall or shall not have been legally demanded or if and wherever there shall be a breach of any of the covenants whether affirmative or negative herein contained or implied and on the part of the Lessee to be performed or observed then and in any such case the Lessor may forthwith or at any time thereafter without suit or without any notice or demand whatsoever re-enter and eject the Lessee and put an end to the term hereby created but without releasing the Lessee in respect of any breach or non-performance of any covenant or condition herein contained or implied in the same manner as any sheriff could do in the case the Lessor obtained judgment in an action or ejectment against the Lessee and a writ of possession had issued to such sheriff in due form of law and in case of any entry or ejectment and action thereon the Lessor, its agents, servants and workmen may plead leave and license by these presents and the same shall be a complete answer to any such action.

11. That in the event of the Lessee giving to the Lessor notice in writing three calendar months prior to the expiration of this demise of its desire to take a new lease for a further term as hereinafter mentioned and of the Lessee duly, punctually and faithfully paying the rent hereby reserved and observing and performing the covenants and conditions on the Lessee's part herein contained and implied up to the expiration of this demise then the Lessor shall and will grant to the Lessee a new lease for a further term of 21 years from the expiration of this demise containing the same covenants and conditions as are herein contained (including this present provision) but at a rent to be fixed by valuation of the land only without regarding the value of any buildings or improvements thereon in manner provided by the first schedule to the Public Bodies Leases Act 1969 provided however that in the event of the Lessee not giving such notice as aforesaid then all such buildings and erections on the demised premises shall become the property of the Lessor.

12. No warranty shall be implied on the part of the Lessor that this Lease is registrable.

13. Such of the provisions of the Land Transfer Act 1952 and the Property Law Act 2007 or any amendment thereof respectively as are inconsistent with or contradictory to these presents or

anything herein contained shall be and the same are hereby negatived or modified to the extent of such inconsistency.

14. The expression "Lessor" wherever used throughout these presents shall include and bind the Lessor, its successors and assigns and the expression "Lessee" when so used shall include and bind the Lessee and its successors and assigns.

To the Registrar General of Land

This Lease is in renewal of Lease C835363.1. Pursuant to Section 117 Land Transfer Act 1952 please bring down all encumbrances, liens and interests to which the prior lease is subject at the time of expiry of the prior lease.

_____

Conveyancer/Solicitor for the Lessee

View Instrument Details

Instrument No	11752965.1
Status	Registered
Date & Time Lodged	30 April 2021 15:59
Lodged By	[redacted]
Instrument Type	Easement Instrument

Affected Records of Title	Land District
806383	North Auckland
NA36D/335	North Auckland

Annexure Schedule Contains 6 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

I certify that the Mortgagee under Mortgage 10031498.2 has consented to this transaction and I hold that consent ☑

Signature

Signed by Suzanne June Mevissen as Grantor Representative for Viaduct Harbour Holdings Limited on 22/04/2021 09:25 AM

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

I certify that the Mortgagee under Mortgage 10031498.2 has consented to this transaction and I hold that consent ☑

Signature

Signed by Alastair James Pettitt as Grantor Representative for Infratil Infrastructure Property Limited on 27/04/2021 02:48 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

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I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Emily Rebecca Peacocke as Grantee Representative on 30/04/2021 03:05 PM

***** End of Report *****

Easement Instrument to Grant Easement
Section 109 Land Transfer Act 2017

Grantor

VIADUCT HARBOUR HOLDINGS LIMITED

INFRATIL INFRASTRUCTURE PROPERTY LIMITED

Grantee

VECTOR LIMITED

Grant of Easement

The Grantor, being the registered owner of the Burdened Land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A *Continue in additional Annexure Schedule, if required*

Purpose of Easement	Easement Land Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey Electricity	A on DP 532182	Lot 1 DP 80054 (RT NA36D/335 and 806383)	In Gross

Easements rights and powers (including terms, covenants, and conditions)

The rights and powers implied in specified classes of easement prescribed by the Land Transfer Regulations 2018 shall not apply and are substituted by the provisions set out in the Annexure Schedule.

Presence of Accommodation (select as applicable):

~~There is no Accommodation~~ ☐	~~The Accommodation is owned by the Landowner~~ ☐	**The Accommodation is owned by the Network Operator** ☒

Annexure Schedule Page 1 of 5

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

1. DEFINITIONS

In this easement unless the context otherwise requires:

"Accommodation" means that building or other structure (if any) enclosing, supporting and/or surrounding the Substation (if any) from time to time including the foundation, floor, pole, walls or enclosure, canopy, ceiling, lighting, plug socket outlets, cable ducts, access doors or other provision for entry and exit of the Substation.

"Building" means the building or other improvements situated on the Land.

"Easement Land" means those parts of the Land specifically marked on the Plan and referred to in Schedule A of this easement.

"Emergency Situation" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity, gas or telecommunications and computer media.

"Equipment" includes the Substation and all pipes, ducting, cables (including fibre optic cables), meters and load management devices and conducting media, transformers, gas measurement systems, distribution systems and fittings (as defined in the Gas Act 1992) and all other equipment (owned by the Network Operator) which is situated on, in, over or under the Easement Land or which the Network Operator requires to place on, in, over or under the Easement Land to carry out the Permitted Uses.

"HSW Act" means the Health and Safety at Work Act 2015, any regulations under that Act, and any other approved codes of practice, standards or rules relating to health and safety.

"Land" means the burdened land referred to in Schedule A of this easement.

"Landowner" means the Grantor under this easement, being initially the party specified as the Grantor on the first page of this easement.

"Network Operator" means the Grantee under this easement, being initially the party specified as the Grantee on the first page of this easement.

"Permitted Uses" means the purpose specified in Schedule A, being either the conveyance of electricity and/or gas and/or the conveyance of telecommunications and computer media in each case, for the benefit of the Land and any other land, and for any other purpose reasonably required by the Network Operator.

"Plan" is the deposited plan referred to in Schedule A of this easement.

"Rights" are the full, free, uninterrupted and unrestricted ability and licence (as reasonably required by the Network Operator) at all times to go on, over and under the Land and have access to and through the Building (if any) to enter the Easement Land with or without vehicles, tools or machinery to undertake Works and use the Equipment.

"Substation" means the distribution substation and/or transformer and/or switching equipment (if any) installed from time to time on the Easement Land.

"Working Day" means any day other than a Saturday, Sunday or statutory public holiday at the place where the Land is situated.

"Works" means any works (including but not limited to excavating trenches in which the Equipment will be placed and any other construction, maintenance, inspection, repair, upgrading and replacement works), required to be undertaken by the Network Operator in order that it may use the Easement Land for the Permitted Uses.

Headings are included for convenience only and do not affect the interpretation of this easement.

Words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

Reference to the Network Operator and Landowner is deemed to be a reference also to the Network Operator's and Landowner's employees, workmen, engineers and agents unless the context requires otherwise and, in the case of the Network Operator, to any person nominated by the Network Operator in accordance with clause 9.

Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.

References to a party includes reference to that party's executors, administrators, successors in title and assigns.

2. GRANT

2.1 The Landowner grants and the Network Operator accepts the grant of this easement in gross to use the Easement Land for the Permitted Uses together with the right to exercise the Rights for all time.

2.2 The Landowner agrees that no power is implied for the Landowner to terminate this easement for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement shall continue until surrendered.

3. NETWORK OPERATOR'S OBLIGATIONS

3.1 The Network Operator shall:

(a) in undertaking any Works cause as little damage as possible to the Land and Building and as little inconvenience as possible to the Landowner and/or the Landowner's tenants, licensees and other persons who have the right to use the Land and the Building; 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 and restore the surface of the Land as nearly as possible to its former condition (unless otherwise agreed) and make good any damage to the Building caused through the undertaking of the Works.

3.2 The Network Operator shall provide the Landowner and/or the occupier for the time being of the Land, at least five (5) Working Days' notice prior to exercising the Rights except:

(a) in an Emergency Situation; or

(b) when operating or inspecting the Equipment or carrying out Works of a minor nature (that have come to the attention of the Network Operator in the course of such inspection or operation).

4. LANDOWNER'S OBLIGATIONS

4.1 The Landowner shall not (and shall not allow any other person to), without the prior written consent of the Network Operator:

(a) place or allow to be placed any further improvements or fencing or other erections, or allow any further trees or shrubs to grow on the Easement Land other than improvements, fences, erections, trees or shrubs in place as at the date of this easement or replacements for those improvements, fences, erections, trees or shrubs;

(b) carry out any act on the Land that interferes with or affects the Permitted Uses or the exercise by the Network Operator of the Rights. In particular, the Landowner shall, at its own cost, at all times keep an access route over the Land to the Easement Land clear and in good condition and promptly carry out any reinstatement works which become necessary from time to time;

(c) interfere with or cause any damage to be done to the Equipment;

(d) grant any rights over the Easement Land to any party other than the Network Operator except the easements referred to in the Memorandum and/or Schedule of Easements submitted to Land Information New Zealand with the Plan; or

(e) permit to be done any act on the Land that interferes with the Network Operator's:

(i) access to the Substation (if any) including personnel and Equipment access;

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

(ii) ventilation of the Substation and/or Accommodation (if any);

(iii) fire-rating of the Substation and/or Accommodation (if any); or

4.2 If the Landowner breaches any of its obligations contained in this clause 4 the Network Operator may remedy any such breach and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

5. MAINTENANCE

The Network Operator shall, at its cost, keep the Equipment in good and substantial repair and shall be liable to the Landowner for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Equipment to the extent (but not greater than) specified in:

(a) the Network Operator's then standard terms and conditions for the supply of distribution services as published and publicly notified on the Network Operator's official website from time to time (if applicable);

(b) the direct agreement for the supply of distribution services between the Network Operator and the Landowner (if applicable); or

(c) the Landowner's energy supply agreement with its retailer (to the extent the terms of such agreement are enforceable against the Landowner by the Network Operator).

6. HEALTH AND SAFETY

6.1 The Network Operator shall, while undertaking any Works, do so in accordance with its health and safety obligations and all applicable health and safety legislation and regulations. In particular, the Network Operator shall:

(a) comply with the HSW Act;

(b) ensure, so far as is reasonably practicable, the health and safety of its workers and those who are influenced or directed by it while carrying out work for it;

(c) ensure the health and safety of other persons is not put at risk from work carried out by the Network Operator; and

(d) ensure, so far as is reasonably practicable, that the way in which any Equipment is installed is without risks to the health and safety of any persons who:

(i) use or install such Equipment; or

(ii) are at or in the vicinity of the Landowner's workplace and may be affected by that use or activity.

6.2 Where the Landowner conducts a business or undertaking, the Landowner shall:

(a) comply with the HSW Act;

(b) in relation to any workplace under the Landowner's management or control:

(i) notify the Network Operator of any known hazards to which a worker or any person may be exposed;

(ii) ensure the workplace is without risks to the health and safety of any person.

6.3 The Landowner must notify the Network Operator of any known hazards or special health and safety requirements for the Land and the Network Operator shall use reasonable endeavours to comply with those.

6.4 The parties agree to work together to consult, co-operate and co-ordinate activities in order to meet each other's respective health and safety obligations under applicable legislation, regulations and this easement.

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

7. OWNERSHIP

The Network Operator retains ownership of the Equipment and the Landowner acknowledges that such Equipment does not form part of the Land.

8. IMPLIED RIGHTS AND POWERS

The rights and powers implied in certain easements pursuant to section 111 of the Land Transfer Act 2017 (and currently set out in Schedule 5 of the Land Transfer Regulations 2018) are, as between the Landowner and Network Operator, substituted and replaced by the terms set out in this easement.

9. NOMINATION OF NETWORK OPERATOR

The Network Operator may, by serving written notice on the Landowner (and without limiting the rights of the Network Operator pursuant to section 291 Property Law Act 2007) nominate any person to exercise (either together with the Network Operator or otherwise) any of the rights granted to the Network Operator.

10. LANDOWNER TO NOTIFY OCCUPIER

The Landowner shall notify every occupier of the Land of the terms of this easement and shall make sure that any such occupier complies with the terms of this easement in order that the Network Operator can have the full use and benefit of the rights granted under this easement.

11. DISPUTES

11.1 If any dispute arises between the Landowner and the Network Operator concerning the rights created by this instrument and the parties are unable to resolve that dispute through good faith negotiations within 20 Working Days of beginning such negotiations:

(a) to the extent that the dispute falls within the categories of dispute dealt with pursuant to the Energy Complaints Scheme (the "Scheme"), the Landowner may refer the dispute to the Scheme; and

(b) to the extent that the dispute does not come within the provisions of clause 11.1(a) either party may refer the matter to the arbitration of a single arbitrator pursuant to the Arbitration Act 1996, such arbitrator to be agreed by the parties (within 10 Working Days), or failing that, appointed by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration will be held in Auckland, New Zealand.

12. ACCOMMODATION OWNED BY LANDOWNER

12.1 Where Accommodation is owned by the Landowner (as indicated on the front page of this easement), the following provisions of this clause 12 shall apply:

(a) the Landowner shall not enter that part of the Easement Land on which the Accommodation is situated except for the purposes of carrying out inspection of and maintenance of the Accommodation pursuant to clause 12(b) and 12(c).

(b) the Landowner shall at its cost keep the Accommodation in good and substantial repair. If the Landowner fails to comply with this obligation then the Network Operator may remedy any such failure and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

(c) the Landowner acknowledges that the Accommodation is locked at all times by the Network Operator. If the Accommodation requires repair or the Network Operator reasonably suspects that the Accommodation requires repair, upon receiving notification from the Landowner the Network Operator agrees to, on reasonable notice (except in an Emergency Situation), accompany the Landowner to enter the Accommodation for the purpose of inspecting the Accommodation or carrying out repair, provided that the Landowner shall have the right to inspect the Accommodation without charge by the Network Operator no more than twice a year (other than in an Emergency Situation). The Landowner shall at all times ensure that:

(i) the ventilation to and from the Accommodation is not restricted; and

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

(ii) the fire resistance rating and fire protection measures of the Accommodation are maintained at the same levels as at the date of this easement.

(d) if the Network Operator becomes aware of any want of repair or maintenance, the Network Operator shall notify the Landowner, provided that the Network Operator has no responsibility to carry out inspections of the Accommodation when it enters the Accommodation or otherwise.

13. ACCOMMODATION OWNED BY NETWORK OPERATOR

13.1 Where this easement states that there exists Accommodation owned by the Network Operator (as indicated on the front page of this easement) the following provisions of this clause 13 shall apply:

(a) the Landowner shall not enter the Accommodation.

(b) the Network Operator shall at its cost keep the Accommodation in good and substantial repair and shall be liable for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Accommodation to the extent set out in clause 5.

(c) the Landowner acknowledges that the Accommodation does not form part of the Land.

View Instrument Details

Instrument No	12284274.1
Status	Registered
Date & Time Lodged	06 December 2021 14:35
Lodged By	[redacted]
Instrument Type	Easement Instrument

Affected Records of Title	Land District
1002188	North Auckland

Annexure Schedule Contains 6 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

I certify that the Mortgagee under Mortgage 10031498.2 has consented to this transaction and I hold that consent ☑

Signature

Signed by Suzanne June Mevissen as Grantor Representative on 02/12/2021 03:16 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Gemma Anne Bodle as Grantee Representative on 06/12/2021 02:25 PM

***** End of Report *****

Easement Instrument to Grant Easement
Section 109 Land Transfer Act 2017

Grantor

VIADUCT HARBOUR HOLDINGS LIMITED

Grantee

VECTOR LIMITED

Grant of Easement

The Grantor, being the registered owner of the Burdened Land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A *Continue in additional Annexure Schedule, if required*

Purpose of Easement	Easement Land Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey Electricity	A and B on DP 564909	Section 2 SO 526051 (RT 1002188)	In Gross

Easements rights and powers (including terms, covenants, and conditions)

The rights and powers implied in specified classes of easement prescribed by the Land Transfer Regulations 2018 shall not apply and are substituted by the provisions set out in the Annexure Schedule.

Presence of Accommodation (select as applicable):

~~There is no Accommodation~~ ☐	~~The Accommodation is owned by the Landowner~~ ☐	**The Accommodation is owned by the Network Operator** ☒

Annexure Schedule Page 1 of 5

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

1. DEFINITIONS

In this easement unless the context otherwise requires:

(a) "Accommodation" means that building or other structure (if any) enclosing, supporting and/or surrounding the Substation (if any) from time to time including the foundation, floor, pole, walls or enclosure, canopy, ceiling, lighting, plug socket outlets, cable ducts, access doors or other provision for entry and exit of the Substation.

(b) "Building" means the building or other improvements situated on the Land.

(c) "Easement Land" means those parts of the Land specifically marked on the Plan and referred to in Schedule A of this easement.

(d) "Emergency Situation" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity, gas or telecommunications and computer media.

(e) "Equipment" includes the Substation and all pipes, ducting, cables (including fibre optic cables), meters and load management devices and conducting media, transformers, gas measurement systems, distribution systems and fittings (as defined in the Gas Act 1992) and all other equipment (owned by the Network Operator) which is situated on, in, over or under the Easement Land or which the Network Operator requires to place on, in, over or under the Easement Land to carry out the Permitted Uses.

(f) "HSW Act" means the Health and Safety at Work Act 2015, any regulations under that Act, and any other approved codes of practice, standards or rules relating to health and safety.

(g) "Land" means the burdened land referred to in Schedule A of this easement.

(h) "Landowner" means the Grantor under this easement, being initially the party specified as the Grantor on the first page of this easement.

(i) "Network Operator" means the Grantee under this easement, being initially the party specified as the Grantee on the first page of this easement.

(j) "Permitted Uses" means the purpose specified in Schedule A, being either the conveyance of electricity and/or gas and/or the conveyance of telecommunications and computer media in each case, for the benefit of the Land and any other land, and for any other purpose reasonably required by the Network Operator.

(k) "Plan" is the deposited plan referred to in Schedule A of this easement.

(l) "Rights" are the full, free, uninterrupted and unrestricted ability and licence (as reasonably required by the Network Operator) at all times to go on, over and under the Land and have access to and through the Building (if any) to enter the Easement Land with or without vehicles, tools or machinery to undertake Works and use the Equipment.

(m) "Substation" means the distribution substation and/or transformer and/or switching equipment (if any) installed from time to time on the Easement Land.

(n) "Working Day" means any day other than a Saturday, Sunday or statutory public holiday at the place where the Land is situated.

(o) "Works" means any works (including but not limited to excavating trenches in which the Equipment will be placed and any other construction, maintenance, inspection, repair, upgrading and replacement works), required to be undertaken by the Network Operator in order that it may use the Easement Land for the Permitted Uses.

(p) Headings are included for convenience only and do not affect the interpretation of this easement.

(q) Words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

(r) Reference to the Network Operator and Landowner is deemed to be a reference also to the Network Operator's and Landowner's employees, workmen, engineers and agents unless the context requires otherwise and, in the case of the Network Operator, to any person nominated by the Network Operator in accordance with clause 9.

(s) Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.

(t) References to a party includes reference to that party's executors, administrators, successors in title and assigns.

2. GRANT

2.1 The Landowner grants and the Network Operator accepts the grant of this easement in gross to use the Easement Land for the Permitted Uses together with the right to exercise the Rights for all time.

2.2 The Landowner agrees that no power is implied for the Landowner to terminate this easement for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement shall continue until surrendered.

3. NETWORK OPERATOR'S OBLIGATIONS

3.1 The Network Operator shall:

(a) in undertaking any Works cause as little damage as possible to the Land and Building and as little inconvenience as possible to the Landowner and/or the Landowner's tenants, licensees and other persons who have the right to use the Land and the Building; 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 and restore the surface of the Land as nearly as possible to its former condition (unless otherwise agreed) and make good any damage to the Building caused through the undertaking of the Works.

3.2 The Network Operator shall provide the Landowner and/or the occupier for the time being of the Land, at least five (5) Working Days' notice prior to exercising the Rights except:

(a) in an Emergency Situation; or

(b) when operating or inspecting the Equipment or carrying out Works of a minor nature (that have come to the attention of the Network Operator in the course of such inspection or operation).

4. LANDOWNER'S OBLIGATIONS

4.1 The Landowner shall not (and shall not allow any other person to), without the prior written consent of the Network Operator:

(a) place or allow to be placed any further improvements or fencing or other erections, or allow any further trees or shrubs to grow on the Easement Land other than improvements, fences, erections, trees or shrubs in place as at the date of this easement or replacements for those improvements, fences, erections, trees or shrubs;

(b) carry out any act on the Land that interferes with or affects the Permitted Uses or the exercise by the Network Operator of the Rights. In particular, the Landowner shall, at its own cost, at all times keep an access route over the Land to the Easement Land clear and in good condition and promptly carry out any reinstatement works which become necessary from time to time;

(c) interfere with or cause any damage to be done to the Equipment;

(d) grant any rights over the Easement Land to any party other than the Network Operator except the easements referred to in the Memorandum and/or Schedule of Easements submitted to Land Information New Zealand with the Plan; or

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

(e) permit to be done any act on the Land that interferes with the Network Operator's:

(i) access to the Substation (if any) including personnel and Equipment access;

(ii) ventilation of the Substation and/or Accommodation (if any);

(iii) fire-rating of the Substation and/or Accommodation (if any); or

4.2 If the Landowner breaches any of its obligations contained in this clause 4 the Network Operator may remedy any such breach and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

5. MAINTENANCE

The Network Operator shall, at its cost, keep the Equipment in good and substantial repair and shall be liable to the Landowner for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Equipment to the extent (but not greater than) specified in:

(a) the Network Operator's then standard terms and conditions for the supply of distribution services as published and publicly notified on the Network Operator's official website from time to time (if applicable);

(b) the direct agreement for the supply of distribution services between the Network Operator and the Landowner (if applicable); or

(c) the Landowner's energy supply agreement with its retailer (to the extent the terms of such agreement are enforceable against the Landowner by the Network Operator).

6. HEALTH AND SAFETY

6.1 The Network Operator shall, while undertaking any Works, do so in accordance with its health and safety obligations, including the HSW Act.

6.2 Where the Landowner conducts a business or undertaking, the Landowner shall comply with the HSW Act.

6.3 The Landowner must notify the Network Operator of any known hazards or special health and safety requirements for the Land and the Network Operator shall use reasonable endeavours to comply with those.

6.4 The parties agree to work together to consult, co-operate and co-ordinate activities in order to meet each other's respective health and safety obligations under applicable legislation and this easement.

7. OWNERSHIP

The Network Operator retains ownership of the Equipment and the Landowner acknowledges that such Equipment does not form part of the Land.

8. IMPLIED RIGHTS AND POWERS

The rights and powers implied in certain easements pursuant to section 111 of the Land Transfer Act 2017 (and currently set out in Schedule 5 of the Land Transfer Regulations 2018) are, as between the Landowner and Network Operator, substituted and replaced by the terms set out in this easement.

9. NOMINATION OF NETWORK OPERATOR

The Network Operator may, by serving written notice on the Landowner (and without limiting the rights of the Network Operator pursuant to section 291 Property Law Act 2007) nominate any person to exercise (either together with the Network Operator or otherwise) any of the rights granted to the Network Operator.

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

10. LANDOWNER TO NOTIFY OCCUPIER

The Landowner shall notify every occupier of the Land of the terms of this easement and shall make sure that any such occupier complies with the terms of this easement in order that the Network Operator can have the full use and benefit of the rights granted under this easement.

11. DISPUTES

11.1 If any dispute arises between the Landowner and the Network Operator concerning the rights created by this instrument and the parties are unable to resolve that dispute through good faith negotiations within 20 Working Days of beginning such negotiations:

(a) to the extent that the dispute falls within the categories of dispute dealt with pursuant to the Energy Complaints Scheme (the "Scheme"), the Landowner may refer the dispute to the Scheme; and

(b) to the extent that the dispute does not come within the provisions of clause 11.1(a) either party may refer the matter to the arbitration of a single arbitrator pursuant to the Arbitration Act 1996, such arbitrator to be agreed by the parties (within 10 Working Days), or failing that, appointed by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration will be held in Auckland, New Zealand.

12. ACCOMMODATION OWNED BY LANDOWNER

12.1 Where Accommodation is owned by the Landowner (as indicated on the front page of this easement), the following provisions of this clause 12 shall apply:

(a) the Landowner shall not enter that part of the Easement Land on which the Accommodation is situated except for the purposes of carrying out inspection of and maintenance of the Accommodation pursuant to clause 12(b) and 12(c).

(b) the Landowner shall at its cost keep the Accommodation in good and substantial repair. If the Landowner fails to comply with this obligation then the Network Operator may remedy any such failure and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

(c) the Landowner acknowledges that the Accommodation is locked at all times by the Network Operator. If the Accommodation requires repair or the Network Operator reasonably suspects that the Accommodation requires repair, upon receiving notification from the Landowner the Network Operator agrees to, on reasonable notice (except in an Emergency Situation), accompany the Landowner to enter the Accommodation for the purpose of inspecting the Accommodation or carrying out repair, provided that the Landowner shall have the right to inspect the Accommodation without charge by the Network Operator no more than twice a year (other than in an Emergency Situation). The Landowner shall at all times ensure that:

(i) the ventilation to and from the Accommodation is not restricted; and

(ii) the fire resistance rating and fire protection measures of the Accommodation are maintained at the same levels as at the date of this easement.

(d) if the Network Operator becomes aware of any want of repair or maintenance, the Network Operator shall notify the Landowner, provided that the Network Operator has no responsibility to carry out inspections of the Accommodation when it enters the Accommodation or otherwise.

13. ACCOMMODATION OWNED BY NETWORK OPERATOR

13.1 Where this easement states that there exists Accommodation owned by the Network Operator (as indicated on the front page of this easement) the following provisions of this clause 13 shall apply:

(a) the Landowner shall not enter the Accommodation.

Insert instrument type

Easement Instrument to grant easement

(Continue in additional Annex, if required)

(b) the Network Operator shall at its cost keep the Accommodation in good and substantial repair and shall be liable for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Accommodation to the extent set out in clause 5.

(c) the Landowner acknowledges that the Accommodation does not form part of the Land.

View Instrument Details

Instrument No	13425199.2
Status	Registered
Lodged By	[redacted]
Date & Time Lodged	24 Nov 2025 12:49
Instrument Type	Easement Instrument

Affected Records of Title	**Land District**
1002188	North Auckland
806383	North Auckland

Annexure Schedule	Contains 6 Pages

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

I certify that the Mortgagee under Mortgage 10031498.2 has consented to this transaction and I hold that consent ☑

Signature

Signed by Alastair James Pettitt as Grantor Representative for Infratil Infrastructure Property Limited on 28/11/2025 03:47 PM

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

I certify that the Mortgagee under Mortgage 10031498.2 has consented to this transaction and I hold that consent ☑

Signature

Signed by Ernest Ian Ford as Grantor Representative for Viaduct Harbour Holdings Limited on 01/12/2025 08:18 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

© Copyright: Land Information New Zealand

Signature

Signed by Emily Rebecca Peacocke as Grantee Representative on 28/11/2025 03:05 PM

***** End of Report *****

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Easement Instrument to Grant Easement

(Section 109 Land Transfer Act 2017)

Grantor

VIADUCT HARBOUR HOLDINGS LIMITED

INFRATIL INFRASTRUCTURE PROPERTY LIMITED

Grantee

VECTOR LIMITED

Grant of Easement

The Grantor, being the registered owner of the Burdened Land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A *Continue in additional Annexure Schedule, if required*

Purpose of Easement	Easement Land Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Electricity	A and B on DP 567415	Section 2 SO 526051 (RT 1002188 and 806383)	In Gross

Easements rights and powers (including terms, covenants, and conditions)

The rights and powers implied in specified classes of easement prescribed by the Land Transfer Regulations 2018 shall not apply and are substituted by the provisions set out in the Annexure Schedule.

Presence of Accommodation (select as applicable):

~~There is no Accommodation~~ ☐	**The Accommodation is owned by the Landowner** ☒	~~The Accommodation is owned by the Network Operator~~ ☐

Annexure Schedule Page 2 of 6

Insert instrument type

Easement Instrument to Grant Easement

(Continue in additional Annexure Schedule, if required)

1. DEFINITIONS

In this easement unless the context otherwise requires:

(a) "**Accommodation**" means that building or other structure (if any) enclosing, supporting and/or surrounding the Substation (if any) from time to time including the foundation, floor, pole, walls or enclosure, canopy, ceiling, lighting, plug socket outlets, cable ducts, access doors or other provision for entry and exit of the Substation.

(b) "**Building**" means the building or other improvements situated on the Land.

(c) "**Easement Land**" means those parts of the Land specifically marked on the Plan and referred to in Schedule A of this easement.

(d) "**Emergency Situation**" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity, gas or telecommunications and computer media.

(e) "**Equipment**" includes the Substation and all pipes, ducting, cables (including fibre optic cables), meters and load management devices and conducting media, transformers, gas measurement systems, distribution systems and fittings (as defined in the Gas Act 1992) and all other equipment (owned by the Network Operator) which is situated on, in, over or under the Easement Land or which the Network Operator requires to place on, in, over or under the Easement Land to carry out the Permitted Uses.

(f) "**HSW Act**" means the Health and Safety at Work Act 2015, any regulations under that Act, and any other approved codes of practice, standards or rules relating to health and safety.

(g) "**Land**" means the burdened land referred to in Schedule A of this easement.

(h) "**Landowner**" means the Grantor under this easement, being initially the party specified as the Grantor on the first page of this easement.

(i) "**Network Operator**" means the Grantee under this easement, being initially the party specified as the Grantee on the first page of this easement.

(j) "**Permitted Uses**" means the purpose specified in Schedule A, being either the conveyance of electricity and/or gas and/or the conveyance of telecommunications and computer media in each case, for the benefit of the Land and any other land, and for any other purpose reasonably required by the Network Operator.

(k) "**Plan**" is the deposited plan referred to in Schedule A of this easement.

(l) "**Rights**" are the full, free, uninterrupted and unrestricted ability and licence (as reasonably required by the Network Operator) at all times to go on, over and under the Land and have access to and through the Building (if any) to enter the Easement Land with or without vehicles, tools or machinery to undertake Works and use the Equipment.

(m) "**Substation**" means the distribution substation and/or transformer and/or switching equipment (if any) installed from time to time on the Easement Land.

(n) "**Working Day**" means any day other than a Saturday, Sunday or statutory public holiday at the place where the Land is situated.

(o) "**Works**" means any works (including but not limited to excavating trenches in which the Equipment will be placed and any other construction, maintenance, inspection, repair, upgrading and replacement works), required to be undertaken by the Network Operator in order that it may use the Easement Land for the Permitted Uses.

(p) Headings are included for convenience only and do not affect the interpretation of this easement.

(q) Words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.

Insert instrument type

Easement Instrument to Grant Easement

(Continue in additional Annexure Schedule, if required)

(r) Reference to the Network Operator and Landowner is deemed to be a reference also to the Network Operator's and Landowner's employees, workmen, engineers and agents unless the context requires otherwise and, in the case of the Network Operator, to any person nominated by the Network Operator in accordance with clause 9.

(s) Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.

(t) References to a party includes reference to that party's executors, administrators, successors in title and assigns.

2. GRANT

2.1 The Landowner grants and the Network Operator accepts the grant of this easement in gross to use the Easement Land for the Permitted Uses together with the right to exercise the Rights for all time.

2.2 The Landowner agrees that no power is implied for the Landowner to terminate this easement for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement shall continue until surrendered.

3. NETWORK OPERATOR'S OBLIGATIONS

3.1 The Network Operator shall:

(a) in undertaking any Works cause as little damage as possible to the Land and Building and as little inconvenience as possible to the Landowner and/or the Landowner's tenants, licensees and other persons who have the right to use the Land and the Building; 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 and restore the surface of the Land as nearly as possible to its former condition (unless otherwise agreed) and make good any damage to the Building caused through the undertaking of the Works.

3.2 The Network Operator shall provide the Landowner and/or the occupier for the time being of the Land, at least five (5) Working Days' notice prior to exercising the Rights except:

(a) in an Emergency Situation; or

(b) when operating or inspecting the Equipment or carrying out Works of a minor nature (that have come to the attention of the Network Operator in the course of such inspection or operation).

4. LANDOWNER'S OBLIGATIONS

4.1 The Landowner shall not (and shall not allow any other person to), without the prior written consent of the Network Operator:

(a) place or allow to be placed any further improvements or fencing or other erections, or allow any further trees or shrubs to grow on the Easement Land other than improvements, fences, erections, trees or shrubs in place as at the date of this easement or replacements for those improvements, fences, erections, trees or shrubs;

(b) carry out any act on the Land that interferes with or affects the Permitted Uses or the exercise by the Network Operator of the Rights. In particular, the Landowner shall, at its own cost, at all times keep an access route over the Land to the Easement Land clear and in good condition and promptly carry out any reinstatement works which become necessary from time to time;

(c) interfere with or cause any damage to be done to the Equipment;

(d) grant any rights over the Easement Land to any party other than the Network Operator except the easements referred to in the Memorandum and/or Schedule of Easements submitted to Land Information New Zealand with the Plan; or

(e) permit to be done any act on the Land that interferes with the Network Operator's:

Insert instrument type

Easement Instrument to Grant Easement

(Continue in additional Annexure Schedule, if required)

(i) access to the Substation (if any) including personnel and Equipment access;

(ii) ventilation of the Substation and/or Accommodation (if any); or

(iii) fire-rating of the Substation and/or Accommodation (if any).

4.2 If the Landowner breaches any of its obligations contained in this clause 4 the Network Operator may remedy any such breach and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

5. MAINTENANCE

The Network Operator shall, at its cost, keep the Equipment in good and substantial repair and shall be liable to the Landowner for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Equipment to the extent (but not greater than) specified in:

(a) the Network Operator's then standard terms and conditions for the supply of distribution services as published and publicly notified on the Network Operator's official website from time to time (if applicable);

(b) the direct agreement for the supply of distribution services between the Network Operator and the Landowner (if applicable); or

(c) the Landowner's energy supply agreement with its retailer (to the extent the terms of such agreement are enforceable against the Landowner by the Network Operator).

6. HEALTH AND SAFETY

6.1 The Network Operator shall, while undertaking any Works, do so in accordance with its health and safety obligations, including the HSW Act.

6.2 Where the Landowner conducts a business or undertaking, the Landowner shall comply with the HSW Act.

6.3 The Landowner must notify the Network Operator of any known hazards or special health and safety requirements for the Land and the Network Operator shall use reasonable endeavours to comply with those.

6.4 The parties agree to work together to consult, co-operate and co-ordinate activities in order to meet each other's respective health and safety obligations under applicable legislation, regulations and this easement.

7. OWNERSHIP

The Network Operator retains ownership of the Equipment and the Landowner acknowledges that such Equipment does not form part of the Land.

8. IMPLIED RIGHTS AND POWERS

The rights and powers implied in certain easements pursuant to section 111 of the Land Transfer Act 2017 (and currently set out in Schedule 5 of the Land Transfer Regulations 2018) are, as between the Landowner and Network Operator, substituted and replaced by the terms set out in this easement.

9. NOMINATION OF NETWORK OPERATOR

The Network Operator may, by serving written notice on the Landowner (and without limiting the rights of the Network Operator pursuant to section 291 Property Law Act 2007) nominate any person to exercise (either together with the Network Operator or otherwise) any of the rights granted to the Network Operator.

10. LANDOWNER TO NOTIFY OCCUPIER

The Landowner shall notify every occupier of the Land of the terms of this easement and shall make sure that any such occupier complies with the terms of this easement in order that the Network Operator can have the full use and benefit of the rights granted under this easement.

Insert instrument type

Easement Instrument to Grant Easement

(Continue in additional Annexure Schedule, if required)

11. DISPUTES

11.1 If any dispute arises between the Landowner and the Network Operator concerning the rights created by this instrument and the parties are unable to resolve that dispute through good faith negotiations within 20 Working Days of beginning such negotiations:

(a) to the extent that the dispute falls within the categories of dispute dealt with pursuant to the Energy Complaints Scheme (the "Scheme"), the Landowner may refer the dispute to the Scheme; and

(b) to the extent that the dispute does not come within the provisions of clause 11.1(a) either party may refer the matter to the arbitration of a single arbitrator pursuant to the Arbitration Act 1996, such arbitrator to be agreed by the parties (within 10 Working Days), or failing that, appointed by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration will be held in Auckland, New Zealand.

12. ACCOMMODATION OWNED BY LANDOWNER

12.1 Where Accommodation is owned by the Landowner (as indicated on the front page of this easement), the following provisions of this clause 12 shall apply:

(a) the Landowner shall not enter that part of the Easement Land on which the Accommodation is situated except for the purposes of carrying out inspection of and maintenance of the Accommodation pursuant to clause 12(b) and 12(c).

(b) the Landowner shall at its cost keep the Accommodation in good and substantial repair. If the Landowner fails to comply with this obligation then the Network Operator may remedy any such failure and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

(c) the Landowner acknowledges that the Accommodation is locked at all times by the Network Operator. If the Accommodation requires repair or the Network Operator reasonably suspects that the Accommodation requires repair, upon receiving notification from the Landowner the Network Operator agrees to, on reasonable notice (except in an Emergency Situation), accompany the Landowner to enter the Accommodation for the purpose of inspecting the Accommodation or carrying out repair, provided that the Landowner shall have the right to inspect the Accommodation without charge by the Network Operator no more than twice a year (other than in an Emergency Situation). The Landowner shall at all times ensure that:

(i) the ventilation to and from the Accommodation is not restricted; and

(ii) the fire resistance rating and fire protection measures of the Accommodation are maintained at the same levels as at the date of this easement.

(d) if the Network Operator becomes aware of any want of repair or maintenance, the Network Operator shall notify the Landowner, provided that the Network Operator has no responsibility to carry out inspections of the Accommodation when it enters the Accommodation or otherwise.

13. ACCOMMODATION OWNED BY NETWORK OPERATOR

13.1 Where this easement states that there exists Accommodation owned by the Network Operator (as indicated on the front page of this easement) the following provisions of this clause 13 shall apply:

(a) the Landowner shall not enter the Accommodation.

(b) the Network Operator shall at its cost keep the Accommodation in good and substantial repair and shall be liable for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Accommodation to the extent set out in clause 5.

(c) the Landowner acknowledges that the Accommodation does not form part of the Land.

Insert instrument type

Easement Instrument to Grant Easement

(Continue in additional Annexure Schedule, if required)

14. REDEVELOPMENT AND RELOCATION

14.1 If the Landowner wishes to subdivide or undertake significant redevelopment of the Land in a manner which will necessitate the relocation of all or any part of the Equipment the Landowner may provide to the Network Operator written notice of the same ("Landowner's Notice") and it will make available to the Network Operator another part of the Land which is in the Network Operator's judgement (acting reasonably) equally suitable for the installation and operation of such part or parts of the Equipment.

14.2 Upon the parties reaching agreement as to the new relocation site and its suitability and after the Landowner has obtained any necessary resource consents or other approvals for such relocation the Network Operator shall, at the Landowner's request and cost, relocate such part or parts of the Equipment.

14.3 Following relocation of all or such part or parts of the Equipment, a new survey plan for the Equipment shall be prepared by the Landowner's surveyor and a replacement easement instrument upon the same terms as this instrument contained herein shall be prepared by the Landowner's solicitors. The rights under this instrument shall terminate and a surrender of easement instrument shall be prepared and registered immediately prior to the new easement instrument being registered.

14.4 The Landowner shall be responsible for all costs relevant to the surrender and replacement easement including the Network Operator's legal costs, survey and registration fees.

14.5 In the event that the alternative easement offered by the Landowner is not suitable to the Network Operator (acting reasonably) or the necessary resource consents or other approvals for such location cannot be obtained within twelve months of the Landowner's Notice, this easement instrument shall remain unaffected.

15. REMOVAL AND SURRENDER OF EASEMENT

15.1 Notwithstanding any other provision in this easement, at the Landowner's request at any time and at the Landowner's sole cost, the Network Operator shall as soon as reasonably practicable following receipt of the Landowner's request remove all Equipment from the Land.

15.2 Provided the Network Operator is satisfied (acting reasonably) that all Equipment has been physically removed and/or otherwise decommissioned and abandoned, as appropriate from the Easement Land it agrees, if requested by the Landowner, to surrender the easement. The Landowner shall be responsible for all costs relevant to the surrender of easement instrument, including the Network Operator's legal costs.

B749811.1 C643 Deeds Packet 9/1

TO: The District Land Registrar,
Land Registry Office,
AUCKLAND

AUCKLAND REGIONAL AUTHORITY as registered proprietor of all the land described in the Schedule hereto HEREBY CERTIFIES that pursuant to Section 643 of the Local Government Act 1974 the following condition has been imposed by the Auckland City Council, namely:-

> "That except with the prior consent of The Auckland City Council none of the allotments described in the Schedule hereto shall be transferred or leased except in conjunction with the others"

And you are hereby requested to enter a memorial against each of the Memoranda of Lease referred to in the Schedule hereto in accordance with Section 643 Subsection (2) of the Local Government Act 1974.

DATED this 4th day of May 1987

SCHEDULE

1. An estate in leasehold under and by virtue of Memorandum of Lease 715441.1 in all that parcel of land containing 1.6608ha more or less being Lot 1 Deposited Plan 80054 and being part of land reclaimed from the sea called Freeman's Bay Reclamation and being all the land comprised and described in Certificate of Title Volume 36D Folio 335 (North Auckland Registry)

4813X/2

2. An estate in leasehold under and by virtue of Memorandum of Lease 715438.1 in all that parcel of land containing 1672 m^2 more or less being Lot 2 Deposited Plan 80054 and being part of land reclaimed from the sea called Freeman's Bay Reclamation and being all the land comprised and described in Certificate of Title Volume 40C Folio 278 (North Auckland Registry)

THE COMMON SEAL of AUCKLAND)
REGIONAL AUTHORITY was)
hereunto affixed in the)
presence of:-)

Deputy CHAIRMAN

SECRETARY

4813X/3

2. An estate in leasehold under and by virtue of Memorandum of Lease 715438.1 in all that parcel of land containing 1672 m^2 more or less being Lot 2 Deposited Plan 80054 and being part of land reclaimed from the sea called Freeman's Bay Reclamation and being all the land comprised and described in Certificate of Title Volume 40C Folio 278 (North Auckland Registry)

SIGNED by THE AUCKLAND CITY COUNCIL by its Town Clerk BRUCE THOMAS WILLIAM ANDERSON pursuant to the authority conferred by Sections 252 and 716 of the Local Government Act 1974:

Senior Land Surveyor
Pursuant to Deed of
Delegation No. B628154.3

SECTION 643 CERTIFICATE

AUCKLAND REGIONAL AUTHORITY

THE AUCKLAND CITY COUNCIL

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below.

.....
District/Assistant Land Registrar
of the District of North Auckland

PARTICULARS ENTERED IN THE LAND REGISTER
12.24 09.OCT87 B

(1) S6B Nil
Fee already paid
on ABS1 B. 7198/1
letter to DLR - Arrew

BST

SIMPSON GRIERSON BUTLER WHITE
SOLICITORS
AUCKLAND

4813X/4

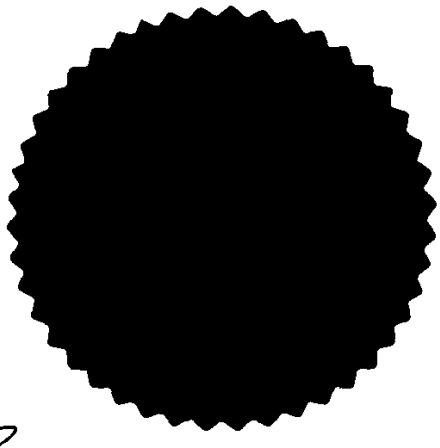
3769/81

CONSENT OF LESSOR

THE AUCKLAND HARBOUR BOARD the lessor under and by virtue of Memoranda of Lease Nos. 715441.1 and 715438.1 HEREBY CONSENTS to the registration of the within Certificate under Section 643 of the Local Government Act by AUCKLAND REGIONAL AUTHORITY.

DATED this 4th day of May 1987

THE COMMON SEAL of THE AUCKLAND HARBOUR BOARD was hereunto affixed in the presence of:-)



Chairman .....

Member .....

Secretary .....

4813X/7

SECTION 643 CERTIFICATE

Correct for the purposes of the Land Transfer Act.

Solicitor for the
Registered Proprietor

AUCKLAND REGIONAL AUTHORITY

THE AUCKLAND CITY COUNCIL

Particulars entered in Register as shown in the schedule of land herein the date and at the time stamped below.

.....
District/Assistant Land Registrar
of the District of North Auckland

PARTICULARS ENTERED IN THE LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR
9.30 21.AUG87 B 719811/1

SIMPSON GRIERSON BUTLER WHITE
SOLICITORS
AUCKLAND

TO: The District Land Registrar,
Land Registry Office,
AUCKLAND

THE AUCKLAND CITY COUNCIL HEREBY CERTIFIES that the Memoranda of Lease in the name of AUCKLAND REGIONAL AUTHORITY being the Memoranda of Lease to those parcels of land more particularly described in the Schedule hereto are required to be noted with a memorial pursuant to Section 643 of the Local Government Act 1974 for the purposes of complying with a condition imposed under Subsection (1) of Section 643 of the said Act, namely:-

> "That except with the prior consent of The Auckland City Council none of the allotments described in the Schedule hereto shall be transferred or leased except in conjunction with the others"

DATED this 23rd day of APRIL 1987

SCHEDULE

1. An estate in leasehold under and by virtue of Memorandum of Lease 715441.1 in all that parcel of land containing 1.6608ha more or less being Lot 1 Deposited Plan 80054 and being part of land reclaimed from the sea called Freeman's Bay Reclamation and being all the land comprised and described in Certificate of Title Volume 36D Folio 335 (North Auckland Registry)

TO: The District Land Registrar,
Land Registry Office,
AUCKLAND

THE AUCKLAND CITY COUNCIL HEREBY CERTIFIES that the Certificates of Title in the name of THE AUCKLAND HARBOUR BOARD at Auckland being the Certificates of Title to those parcels of land more particularly described in the Schedule hereto are required to be noted with a memorial pursuant to Section 643 of the Local Government Act 1974 for the purposes of complying with a condition imposed under Subsection (1) of Section 643 of the said Act, namely:-

"That except with the prior consent of The Auckland City Council none of the allotments described in the Schedule hereto shall be transferred or leased except in conjunction with the others"

DATED this 23rd day of APRIL 1987

SCHEDULE

1. All that parcel of land containing 1.6608ha more or less being Lot 1 Deposited Plan 80054 and being part of land reclaimed from the sea called Freeman's Bay Reclamation and being all the land comprised and described in Certificate of Title Volume 36D Folio 335 (North Auckland Registry)
SUBJECT TO: Lease 715441.1

2. All that parcel of land containing 1672 m^2 more or less being Lot 2 Deposited Plan 80054 and being part

of land reclaimed from the sea called Freeman's Bay Reclamation and being all the land comprised and described in Certificate of Title Volume 40C Folio 278 (North Auckland Registry)
SUBJECT TO: Lease 715438.1

SIGNED by THE AUCKLAND CITY COUNCIL by its Town Clerk BRUCE THOMAS WILLIAM ANDERSON pursuant to the authority conferred by Sections 252 and 716 of the Local Government Act 1974:

Senior Land Surveyor
Pursuant to Deed of
Delegation No. B628154.3

SECTION 643 CERTIFICATE

THE AUCKLAND HARBOUR BOARD

THE AUCKLAND CITY COUNCIL

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below.

.....
District/Assistant Land Registrar
of the District of Auckla

12.34 09.OCT87 B 739176
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND

(2F) Sec 643 Cert - Nil

SIMPSON GRIERSON BUTLER WHITE
SOLICITORS
AUCKLAND

4811X/4

(1)

TO: The District Land Registrar,
Land Registry Office,
AUCKLAND

THE AUCKLAND HARBOUR BOARD at Auckland as registered proprietor of all the land described in the Schedule hereto HEREBY CERTIFIES that pursuant to Section 643 of the Local Government Act 1974 the following condition has been imposed by the Auckland City Council, namely:-

> "That except with the prior consent of The Auckland City Council none of the allotments described in the Schedule hereto shall be transferred or leased except in conjunction with the others"

And you are hereby requested to enter a memorial against each of the Certificates of Title referred to in the Schedule hereto in accordance with Section 643 Subsection (2) of the Local Government Act 1974.

DATED this 4th day of May 1987

SCHEDULE

1. All that parcel of land containing 1.6608ha more or less being Lot 1 Deposited Plan 80054 and being part of land reclaimed from the sea called Freeman's Bay Reclamation and being all the land comprised and described in Certificate of Title Volume 36D Folio 335 (North Auckland Registry)
SUBJECT TO: Lease 715441.1

4811X/2

2. All that parcel of land containing 1672 m^2 more or less being Lot 2 Deposited Plan 80054 and being part of land reclaimed from the sea called Freeman's Bay Reclamation and being all the land comprised and described in Certificate of Title Volume 40C Folio 278 (North Auckland Registry)
SUBJECT TO: Lease 715438.1

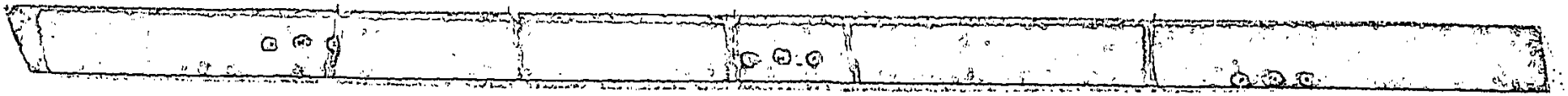
THE COMMON SEAL of THE AUCKLAND HARBOUR BOARD was hereunto affixed in the presence of :

Chairman .....

Member .....

Secretary .....

4811X/3



CONSENT OF LESSEE

AUCKLAND REGIONAL AUTHORITY the lessee under and by virtue of Memoranda of Lease Nos. 715441.1 and 715438.1 HEREBY CONSENTS to the registration of the within Certificate under Section 643 of the Local Government Act by THE AUCKLAND HARBOUR BOARD.

DATED this 4th day of May 1987

THE COMMON SEAL of AUCKLAND REGIONAL AUTHORITY was hereunto affixed in the presence of:-



Bampton. Deputy CHAIRMAN

SECRETARY

4811X/7

SECTION 643 CERTIFICATE

Correct for the purposes of the Land Transfer Act.

Solicitor for the Registered Proprietor

THE AUCKLAND HARBOUR BOARD

THE AUCKLAND CITY COUNCIL

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time st

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PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST LAND REGISTRAR

19.30 21.AUG87 B 719811

SIMPSON GRIERSON BUTLER WHITE
SOLICITORS
AUCKLAND

4811X/1

B968445.1 9/12/97 TE

Approved by the District Land Registrar, North Auckland, No. 4238/1975

[New Zealand

Under the Land Transfer Act, 1952

Transfer Creating Electricity Easement

WHEREAS THE AUCKLAND HARBOUR BOARD at Auckland

(hereinafter called "the Proprietor") (hereinafter called ~~"the Grantor"~~) is **registered as proprietor of** an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon in that **parcel of land situated in the Land District of North Auckland containing** 1.6608 hectares more or less being Lot 1 Deposited Plan 80054 and being all the land comprised and described in Certificate of Title 36D/335 (North Auckland Registry)

SUBJECT TO: (1) Lease 715441.1 to Auckland Regional Authority
(2) Section 643(2) of the Local Government Act 1974

AND WHEREAS THE AUCKLAND REGIONAL AUTHORITY (hereinafter together with the Proprietor called "the Grantor") is registered as proprietor of an estate of leasehold under and by virtue of Memorandum of Lease 715441.1 in the above described piece of land

AND WHEREAS the Grantor has agreed to grant to the AUCKLAND ELECTRIC POWER BOARD a Body Corporate duly constituted under the provisions of the Auckland Electric Power Board Act 1978 (hereinafter called "the Grantee") the rights interests and licences in respect of the said land hereinafter set forth

NOW THEREFORE IN CONSIDERATION of the sum of ten cents (10¢) if demanded

the Grantor DOTH HEREBY TRANSFER AND GRANT unto the Grantee subject to the following covenants conditions and restrictions as an easement in gross the full free right liberty and licence TO TRANSMIT ELECTRIC CURRENT through over under and across

that portion of the said land marked "A" on the diagram annexed hereto

AND FOR THAT PURPOSE the Grantee its servants workmen and agents with or without vehicles laden or unladen and with tools machinery and equipment may from time to time and at all times as occasion shall require enter upon the said parcel of land marked "A" as aforesaid and such other areas surrounding as may be necessary or convenient and construct equip maintain repair renew alter replace and operate on the said parcel of land marked "A" such distribution substations and the machinery and equipment associated therewith as the Grantee may from time to time require

PROVIDED THAT the Grantee shall do as little damage as possible to the surface of the said land and any vegetation fences or erections thereon

AND PROVIDED ALSO that any opening in the surface of such land shall be filled in by the Grantee as soon as possible after the necessary work for which such opening was made has been completed and the surface levelled off in a proper manner and resurfaced if necessary to restore it to the condition it was in prior to the work being done and all damage (if any) to fences or other erections on the said land made good and restored to their prior condition in a proper and workmanlike manner

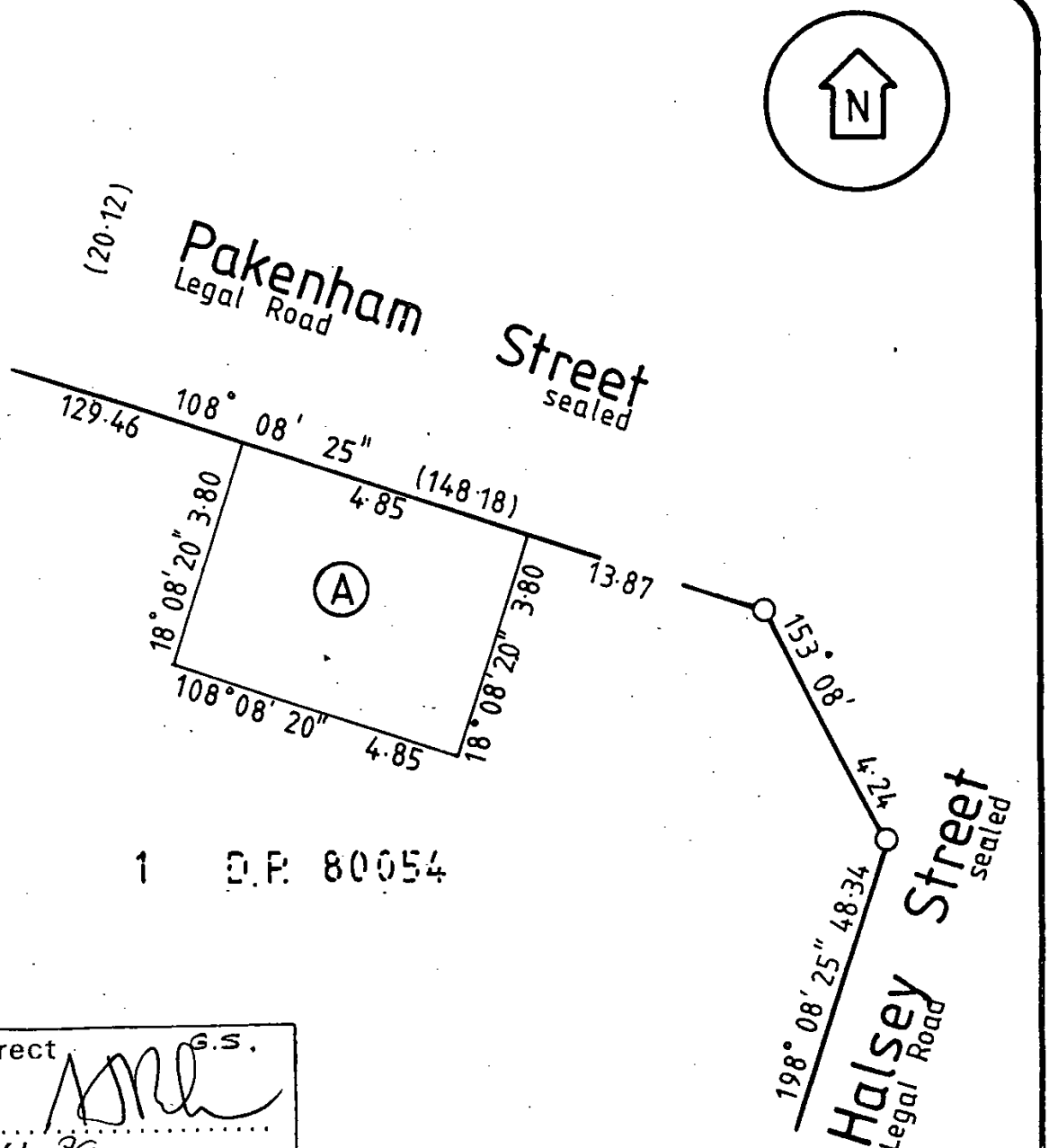
~~AND THE GRANTOR HEREBY COVENANTS WITH THE GRANTEE that the Grantor~~ will not place any buildings or erections or plant or allow or suffer to grow any ~~tree or shrub~~ on the said portion of the said land and will not at any time hereafter do ~~permit or suffer~~ to be done any act whereby the rights powers licences and liberties hereby ~~granted~~ to the Grantee may be interfered with or affected in any way.

IN WITNESS ~~WHEREOF~~ these presents have been executed this day of

~~One thousand nine hundred and~~

AND THE Grantor HEREBY COVENANTS WITH THE Grantee that the Grantor will not at any time hereafter do or permit or suffer to be done any act or omission whereby the rights powers licences and liberties hereby granted to the Grantee maybe interfered with or affected in any way

PROVIDED THAT where the Grantee consents to any redevelopment or reconstruction of the building or buildings on the said land after having received reasonable notice in writing from the Grantor of the Grantor's redevelopment proposals which consent the Grantee may in its absolute discretion withhold where it considers that such redevelopment would interfere with or in any way affect the Grantee's rights powers licenses and liberties hereby granted the Grantee may impose such conditions as to necessary alterations or modifications to the proposed development as it thinks fit and may require an Easement on similar terms by way of substitution for these presents which the Grantor hereby agrees to enter into at the Grantor's cost.



Correct G.S.

14/4/88 L.T. Surveyor

Proposed Electricity Easement in Gross over Pt. Lot 1 D.P. 80054

C.T. 36D/335

SCALE : 1:100

drawn J H traced checked date 14. 4 .88 amended

JOHN HISTED registered surveyor
179 PARK ROAD GRAFTON AUCKLAND 3 TELEPHONE 795-122

ref. 88-1834

IN WITNESS WHEREOF these presents have been executed this 28th day of February

One thousand nine hundred and eighty ~~eight~~ nine (1989).

THE COMMON SEAL of THE AUCKLAND)
HARBOUR BOARD was hereunto)
affixed by order of the Board)
in the presence of:)

Chairman

Member

Secretary

THE COMMON SEAL of THE AUCKLAND)
REGIONAL AUTHORITY was hereunto)
affixed in the presence of:)

Chairman

Secretary

NO:

TRANSFER CREATING ELECTRICITY EASEMENT

THE AUCKLAND HARBOUR BOARD and THE AUCKLAND REGIONAL AUTHORITY ..... **Grantor**

AUCKLAND ELECTRIC POWER BOARD, ... **Grantee**

Correct for the purposes of the Land Transfer Act.

.....

Solicitor for the Grantee

Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

.....

Assistant District Land Register of the District of North Auckland.

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR
12.06 16.MAR89 B 968445.1

360/335

NICHOLSON, GRIBBIN
SOLICITORS,
AUCKLAND.

Title Plan - DP 564909

Survey Number	DP 564909
Surveyor Reference	2881888/200 NZ Bus Easement
Surveyor	Alexander Keith Harrington
Survey Firm	Beca Limited
Surveyor Declaration	I Alexander Keith Harrington, being a licensed cadastral surveyor, certify that: (a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and (b)the survey was undertaken by me or under my personal direction. Declared on 03 Sep 2021 01:58 PM

Survey Details

Dataset Description	Easements over Section 2 SO 526051		
Status	Deposited		
Land District	North Auckland	**Survey Class**	Class A
Submitted Date	03/09/2021	**Survey Approval Date**	27/09/2021
		Deposit Date	06/12/2021

Territorial Authorities

Auckland Council

Comprised In

RT 1002188

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Area A Deposited Plan 564909	Easement		
Area B Deposited Plan 564909	Easement		
Total Area		0.0000 Ha	

Schedule / Memorandum

Land Registration District	Survey Number
North Auckland	**LT 564909**

Territorial Authority (the Council)

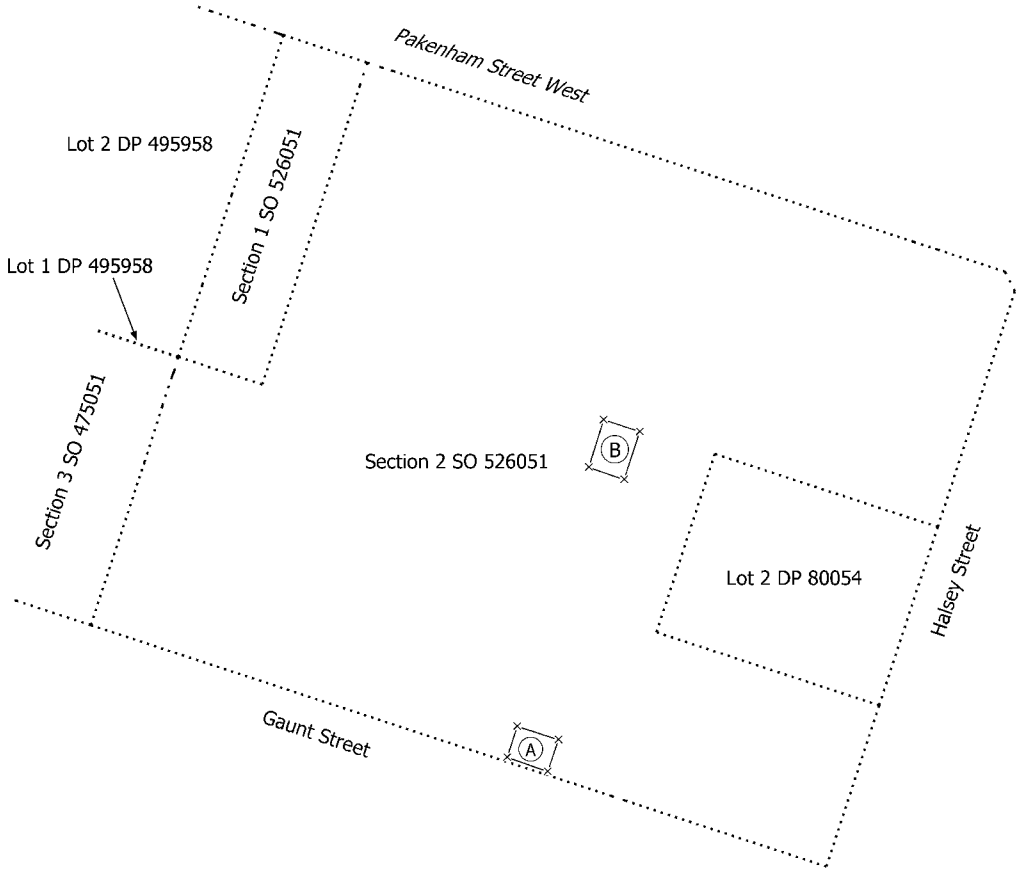
Auckland Council

Schedule of Easements in Gross

Last Edited: 08 Jul 2021 15:49:15

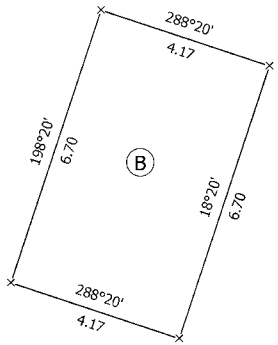
Purpose	Shown	Burdened Land (Servient Tenement)	Grantee
Right to convey electricity	A	Section 2 SO 526051	Vector Limited
	B	Section 2 SO 526051	Vector Limited

Diag. A
Non Primary



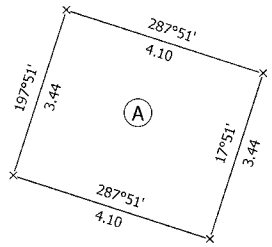
Diag. AB
Non Primary

Section 2
SO 526051



Diag. AA
Non Primary

Section 2
SO 526051



T 1/1

Land District: North Auckland Dataset Type: Parcels without Survey Information **Digitally Generated Plan** Generated on: 11/12/2021 10:05am Page 3 of 3	Easements over Section 2 SO 526051	Surveyor: Alexander Keith Harrington Firm: Beca Limited	Title Plan DP 564909 Deposited on: 6/12/2021

Title Plan - DP 567415

Survey Number	DP 567415
Surveyor Reference	A21150 (EC-A1-16-CIP2-045) 100 Halsey St
Surveyor	Malcolm Ralph Dawson
Survey Firm	CKL
Surveyor Declaration	I Malcolm Ralph Dawson, being a licensed cadastral surveyor, certify that: (a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and (b)the survey was undertaken by me or under my personal direction. Declared on 03 Sep 2021 06:44 PM

Survey Details

Dataset Description	Easements over Sec 2 SO 526051		
Status	Deposited		
Land District	North Auckland	**Survey Class**	Class A
Submitted Date	03/09/2021	**Survey Approval Date**	12/10/2021
		Deposit Date	24/11/2025

Territorial Authorities

Auckland Council

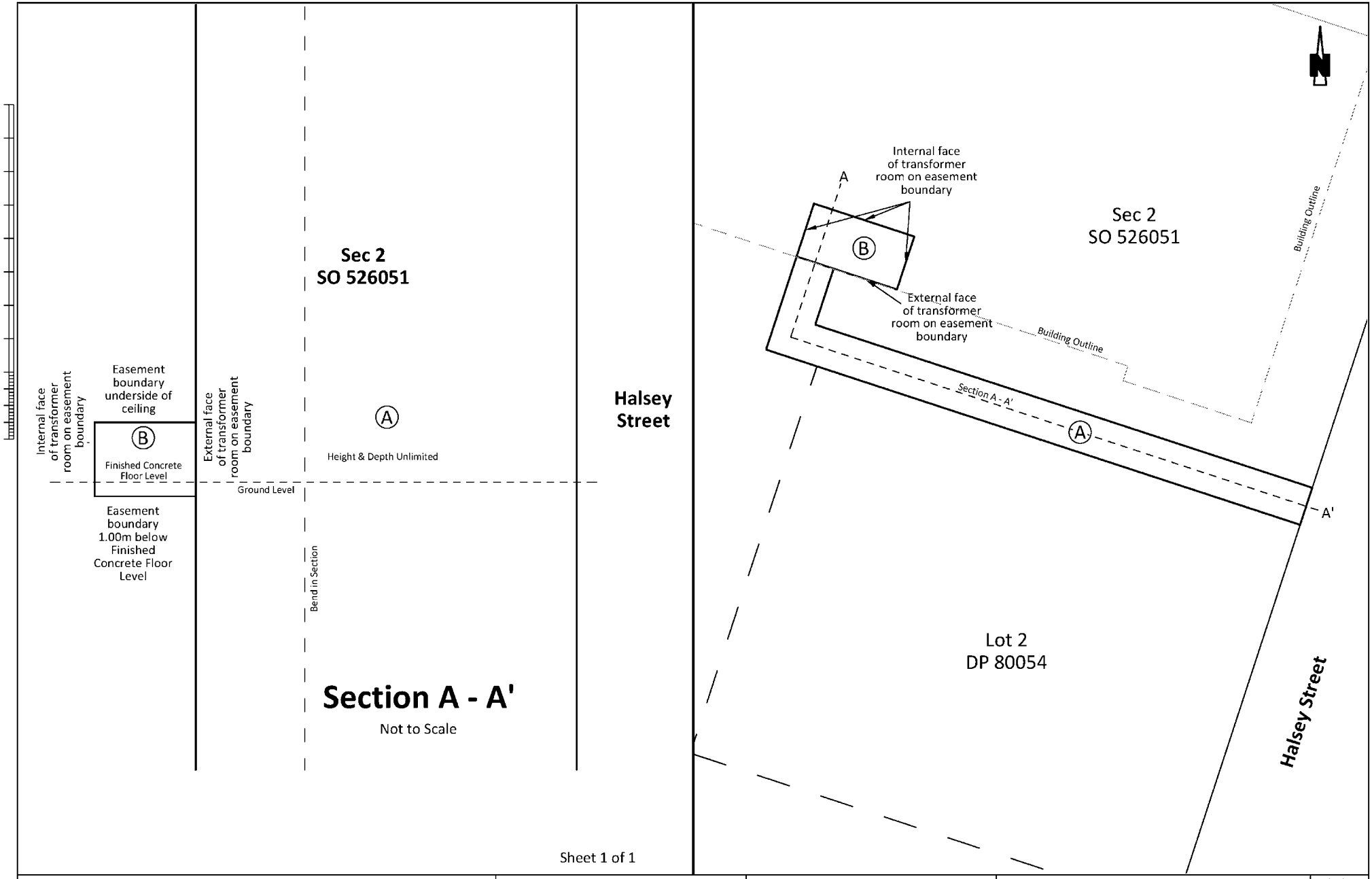
Comprised In

RT 806383

RT 1002188

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Area A Deposited Plan 567415	Easement		
Area B Deposited Plan 567415	Easement		
Total Area		0.0000 Ha	



Sheet 1 of 1

CKL
Planning | Surveying | Engineering | Environmental
Auckland Office
A: 25 Broadway, Newmarket
P: 09 524 7029
E: Auckland@ckl.co.nz

DP 567415
Plan Graphic

Easements Over
Sec 2 SO 526051
Plan & Section A - A'

Scale:
1:300
(A3 Original)

FILE: A21150-PLAN GRAPHIC-DP 567415 PLOTTED:2021-10-12 09:55:46

Schedule / Memorandum

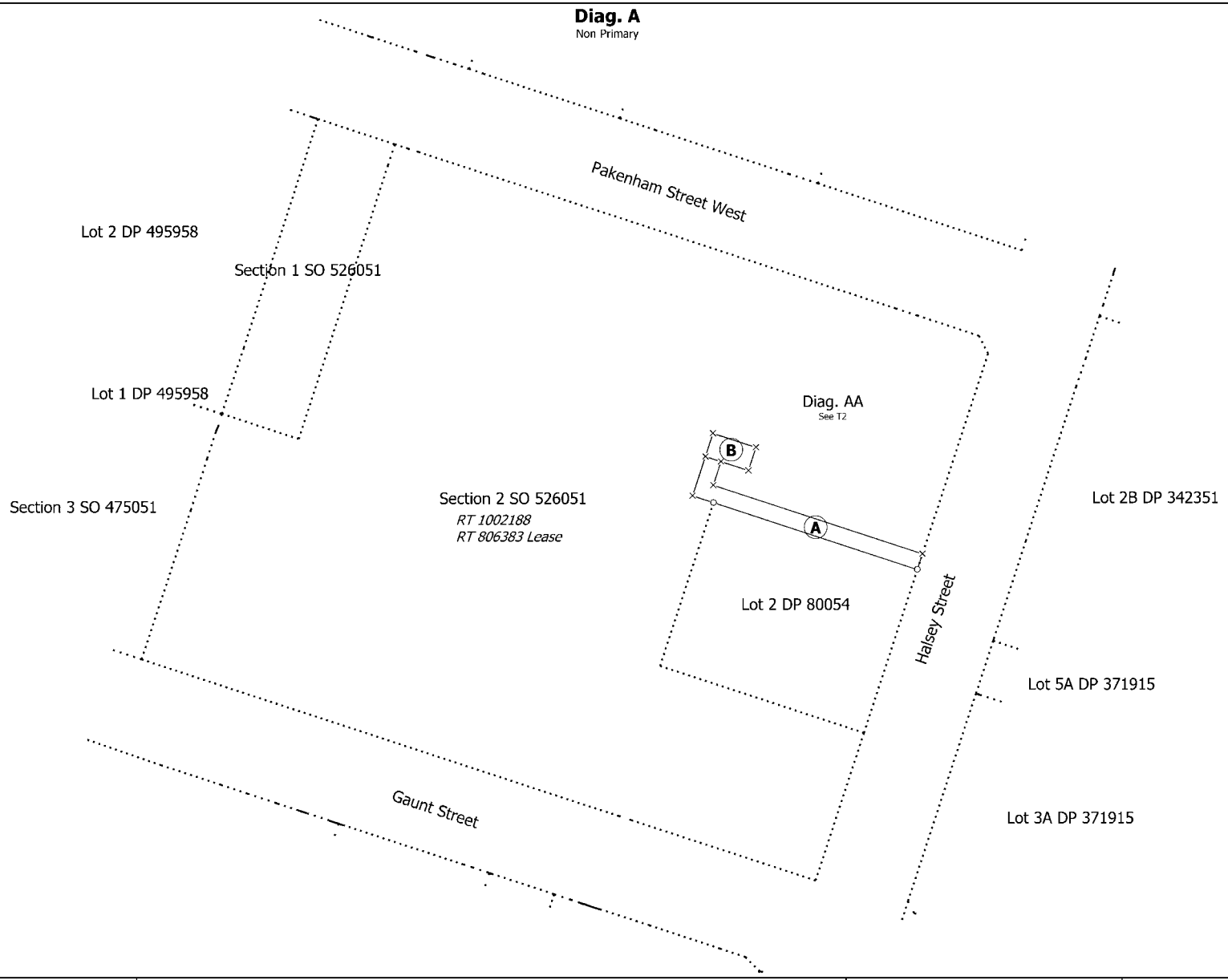
Land Registration District	Plan Number
North Auckland	DP 567415

Territorial Authority (the Council)

Auckland Council

Schedule of Proposed Easements in Gross			
Purpose	**Shown**	**Servient Tenement (Burdened Land)**	**Grantee**
Right to Convey Electricity	A B	Section 2 SO 526051	Vector Limited

Diag. A
Non Primary

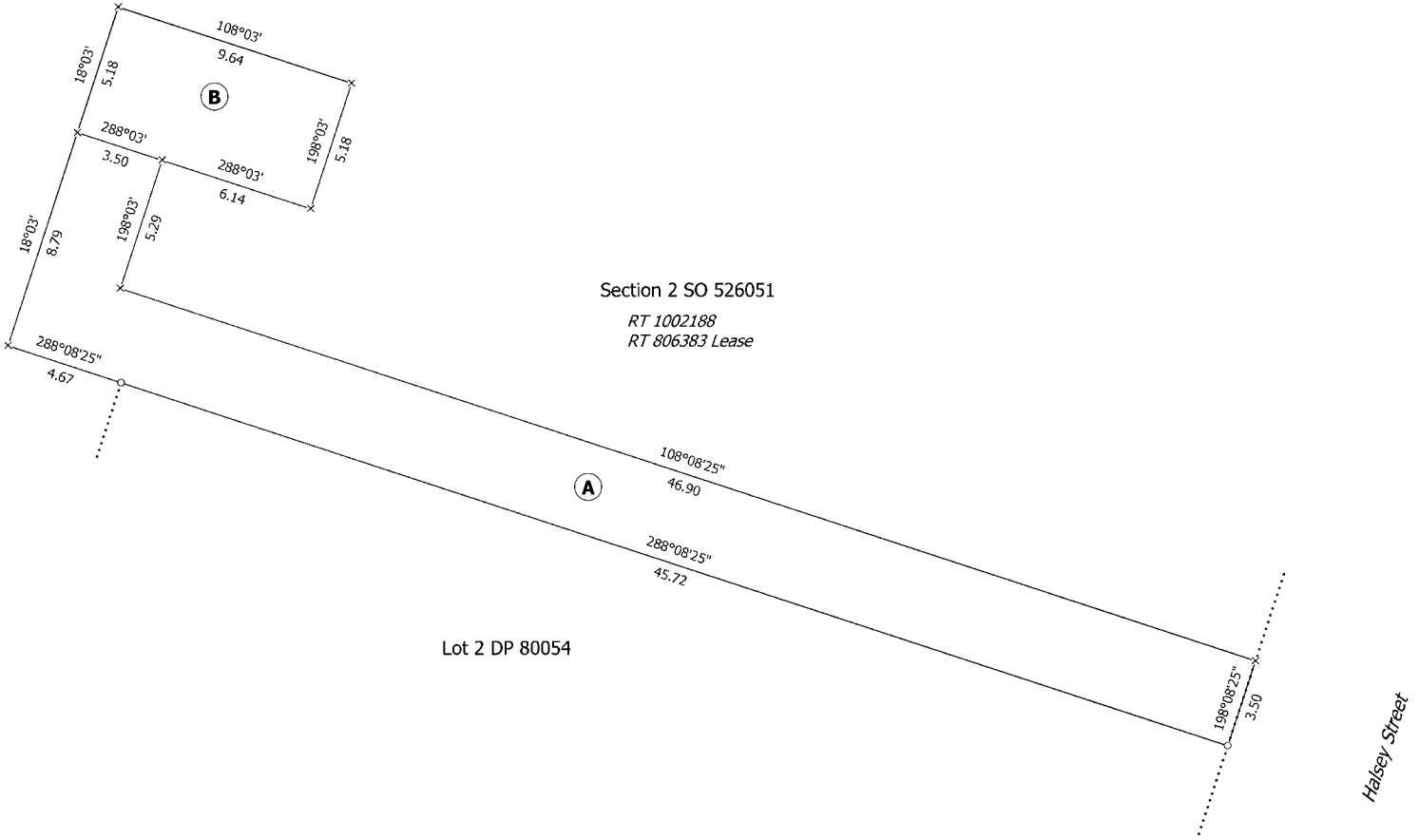


A21150
EC-A1-16-CIP2-045

T 1/2

Land District: North Auckland Dataset Type: Parcels without Survey Information **Digitally Generated Plan** Generated on: 01/12/2025 09:21am Page 4 of 5	Easements over Sec 2 SO 526051	Surveyor: Malcolm Ralph Dawson Firm: CKL	Title Plan DP 567415 Deposited on: 24/11/2025

Diag. AA
Non Primary



A21150
EC-A1-16-CIP2-045

T 2/2

Land District: North Auckland Dataset Type: Parcels without Survey Information **Digitally Generated Plan** Generated on: 01/12/2025 09:21am Page 5 of 5	Easements over Sec 2 SO 526051	Surveyor: Malcolm Ralph Dawson Firm: CKL	Title Plan DP 567415 Deposited on: 24/11/2025

Title Plan - SO 526051

Survey Number	SO 526051
Surveyor Reference	3125211/601/WA Wynyard Park
Surveyor	Fineen Cecilia Mary McCarthy
Survey Firm	Beca Limited
Surveyor Declaration	I Fineen Cecilia Mary McCarthy, being a licensed cadastral surveyor, certify that: (a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and (b)the survey was undertaken by me or under my personal direction. Declared on 23 Jun 2020 01:54 PM

Survey Details

Dataset Description	Sections 1 and 2		
Status	Approved as to Survey		
Land District	North Auckland	**Survey Class**	Class A
Submitted Date	23/06/2020	**Survey Approval Date**	13/07/2020
		Deposit Date	

Territorial Authorities

Auckland Council

Comprised In

RT NA36D/335

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Section 1 Survey Office Plan 526051	Legalisation	0.1138 Ha	
Section 2 Survey Office Plan 526051	Fee Simple Title	1.5470 Ha	
Area A Survey Office Plan 526051	Covenant - Land		
Area C Survey Office Plan 526051	Easement		
Area D Survey Office Plan 526051	Easement		
Area E Survey Office Plan 526051	Easement		
Area B Survey Office Plan 526051	Easement		
Total Area		1.6608 Ha	

Proposed Covenant Schedule SO 526051

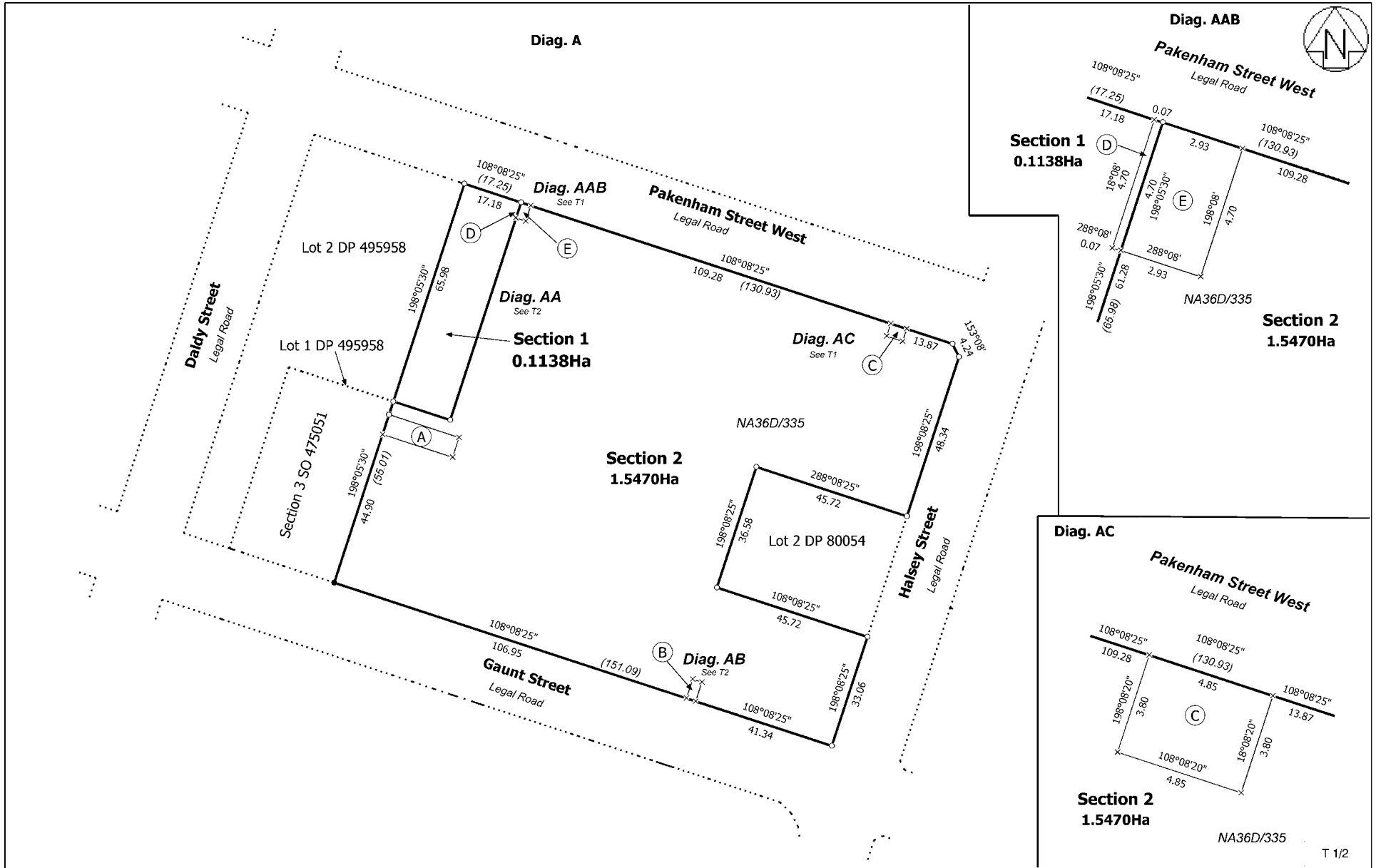
Purpose	Shown	Servient Tenement (Burdened Land)	Area
Open Space	A	Section 2	127 m2 (0.0127 ha)

Schedule of Existing Easements in Gross SO 526051

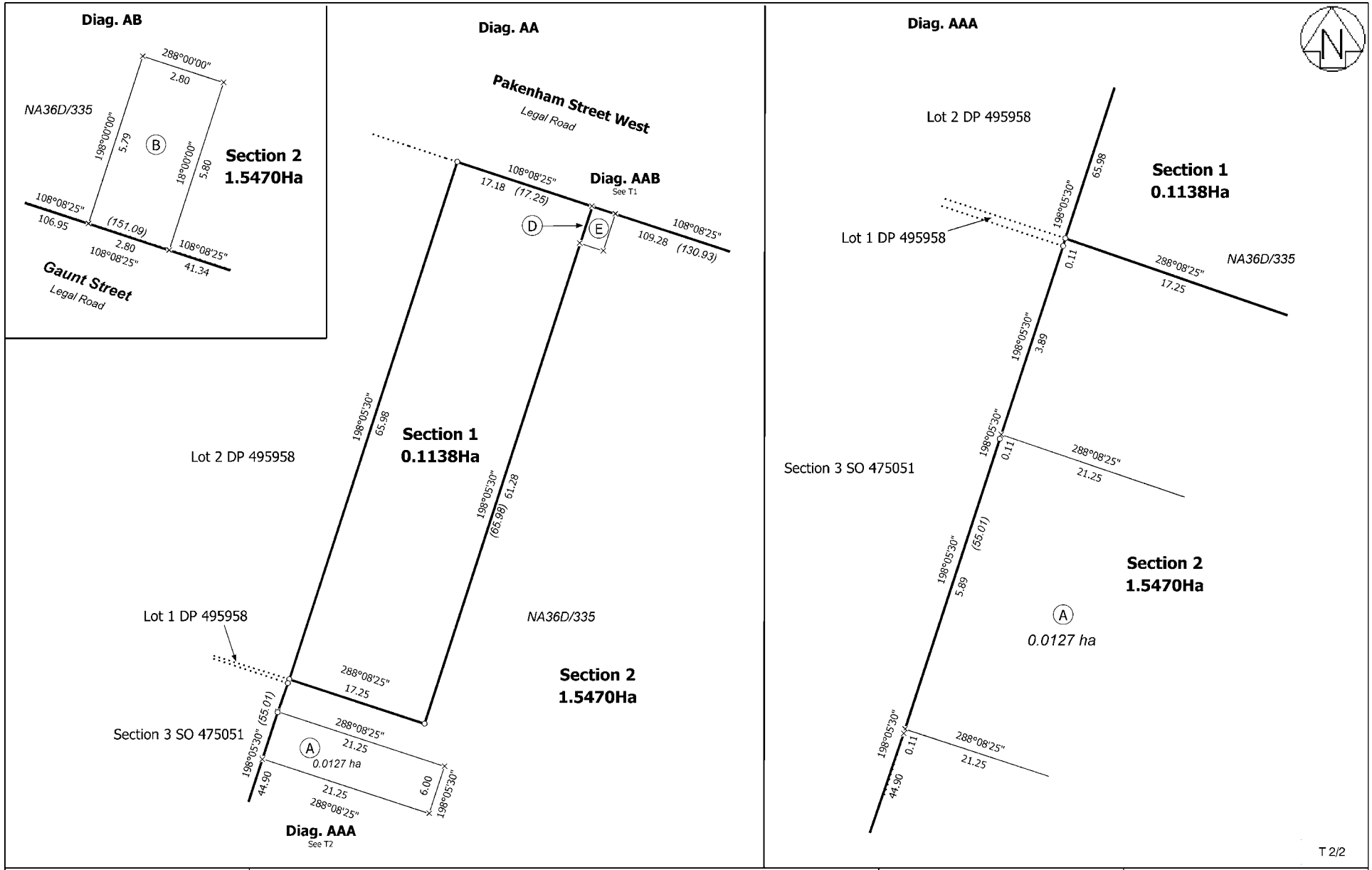
Purpose	Shown	Servient Tenement (Burdened Land)	Document
Electricity	C	Section 2	TE B968445.1

Schedule of Proposed Easements in Gross SO 526051

Purpose	Shown	Servient Tenement (Burdened Land)	Grantee
Right to convey Electricity in Gross	D	Section 1	Vector Limited
	B, E	Section 2	



Land District: North Auckland Digitally Generated Plan Generated on: 13/07/2020 12:43am Page 3 of 4	Sections 1 and 2	Surveyor: Fineen Cecilia Mary McCarthy Firm: Beca Limited	Title Plan SO 526051 Approved on: 13/07/2020



Land District: North Auckland Digitally Generated Plan Generated on: 13/07/2020 12:43am Page 4 of 4	Sections 1 and 2	Surveyor: Fineen Cecilia Mary McCarthy Firm: Beca Limited	Title Plan SO 526051 Approved on: 13/07/2020