



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
LEASEHOLD**

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R. W. Muir
Registrar-General
of Land

Identifier **OT338/21** **Part-Cancelled**

Land Registration District **Otago**

Date Registered 05 December 1952 02:10 pm

Prior References

OT337/150

Type	Lease under s83 Land Act 1948		
Area	27901.8610 hectares more or less	Term	Thirty-three years commencing on the first day of July 1951 and extending for a further thirty-three years commencing 1 July 1984 and further extended for a term of 33 years commencing on the 1st day of July 2017

Legal Description Run 656 and Run 657 and Run 658 and Run 814 and Run 815 and Run 816 and Section 32-35 Survey Office Plan 22593 and Section 3 Block I Lammerlaw Survey District and Section 15 Block VII Beaumont Survey District

Registered Owners

Beaumont Station Limited

Interests

Subject to Part IVA Conservation Act 1987

390698 Surrender of within Lease as to Section 15 Block VII Beaumont Survey District and Section 3 Block I Lammerlaw Survey District - CT OT5A/804 issued - 13.9.1972 at 2:23 pm

617822.3 New Appellation - Part Run 657 (2300 hectares) is now known as Run 815 - 9.7.1984 at 9:15 am

617822.4 New Appellation - Part Run 657 (1500 hectares) is now known as Run 816 - 9.7.1984 at 9:15 am

617822.2 New Appellation - Part Run 657 (130 hectares) is now known as Run 814 - 9.7.1984 at 9:15 am

716317 New Appellation - Parts Run 656 are now known as Sections 32-35 SO 22593 - 18.11.1988 at 9:17 am

788865.3 Surrender of the within Lease as to Sections 32 and 34 SO 22593 - 25.9.1991 at 9:25 am

826713 Memorandum renewing the term of the within Lease for a further term of 33 years commencing 1.7.1984 - 29.3.1993 at 10:13 am

870608 Transfer creating the following easements - 28.11.1994 at 9:38 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Convey water	Run 815 - herein	A-B DP 22125	Part Section 51 Block VIII Waipori Survey District - CT OT2C/1162	N/A

5022833.1 Variation of the within Lease - 8.2.2001 at 9:00 am

8614238.1 Deed of easement affecting fee simple estate of Her Majesty the Queen being the grant of a Right of Way and Right to Convey Water in gross to Tella Burn Generation Limited marked D DP 407503 under Section 60 Land Act 1948 embodied in Register 537962 - 14.10.2010 at 7:00 am

The easements created by Deed of Easement 8614238.1 are subject to Section 243 (a) Resource Management Act 1991

9552172.1 Advice under section 23I(6) of the Crown Pastoral Land Act 1998 that the base carrying capacity of the within pastoral lease is 3565 stock units - 24.10.2013 at 7:00 am

10803368.2 Renewal and variation of the within lease for a further term of 33 years commencing on the 1st day of July 2017 - 26.5.2017 at 7:00 am

13039561.4 Mortgage to ANZ Bank New Zealand Limited - 1.7.2024 at 3:47 pm

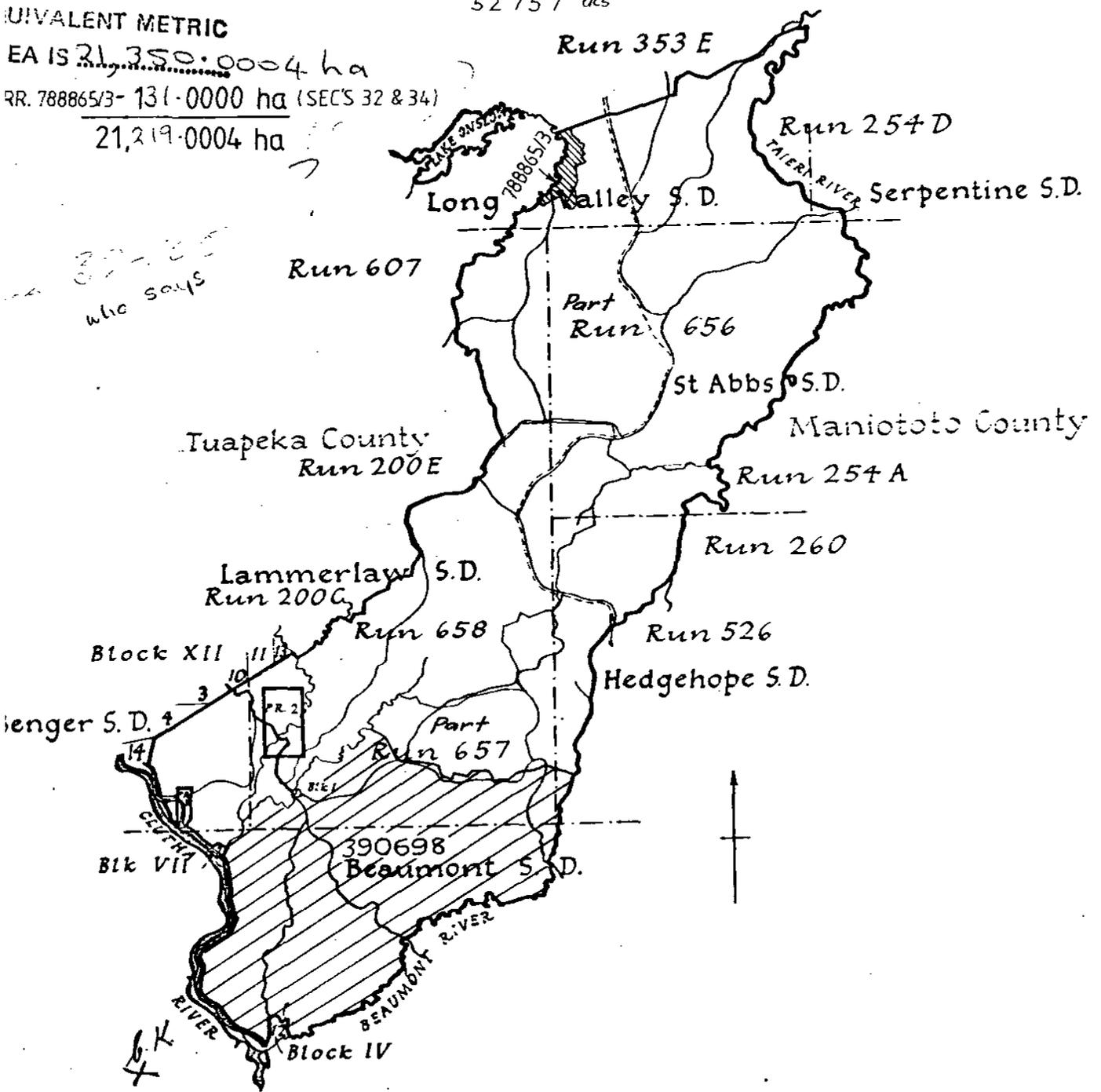
EQUIVALENT METRIC

EA IS 21,350.0004 ha

RR. 788865/3- 131.0000 ha (SECS 32 & 34)

21,219.0004 ha

52757 acs





**RECORD OF TITLE
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R.W. Muir
Registrar-General
of Land

Identifier 426369
Land Registration District Otago
Date Issued 11 October 2010

Prior References
OT5B/944

Estate Fee Simple
Area 5249.0843 hectares more or less
Legal Description Lot 2 Deposited Plan 407503 and Part Lot
2 Deposited Plan 12797

Registered Owners
Beaumont Station Limited

Interests

Subject to Section 59 Land Act 1948

Subject to Section 241(2) Resource Management Act 1991 (affects DP 407503)

Subject to (in gross) is a right over part Lot 2 DP 407503 to convey water, telecommunications and computer media marked A, a right of way marked B & C, a right to convey electricity marked C and a right to drain water marked E, F, G, H & I all on DP 407503 in favour of Talla Burn Generation Limited created by Easement Instrument 8609691.2 - 11.10.2010 at 1:43 pm

Some of the easements created by Easement Instrument 8609691.2 are subject to Section 243 (a) Resource Management Act 1991

11756277.1 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Her Majesty the Queen - 3.7.2020 at 2:52 pm

13039561.3 Mortgage to ANZ Bank New Zealand Limited - 1.7.2024 at 3:47 pm

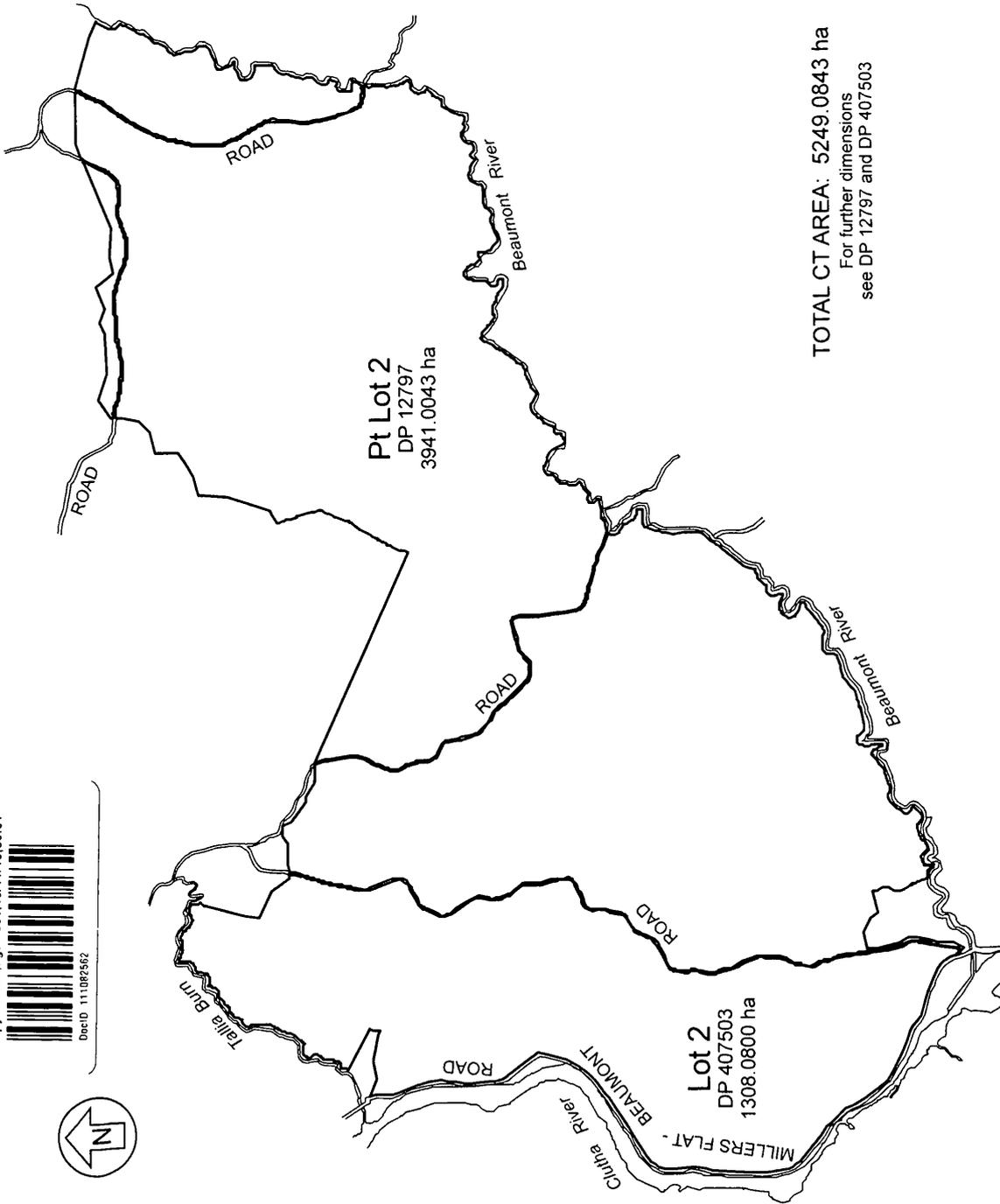
CT 426369
H2011/56

Title Diagram CT 426369

Cpy - 01/01, Pgs - 001 - 18/11/10, 06:51



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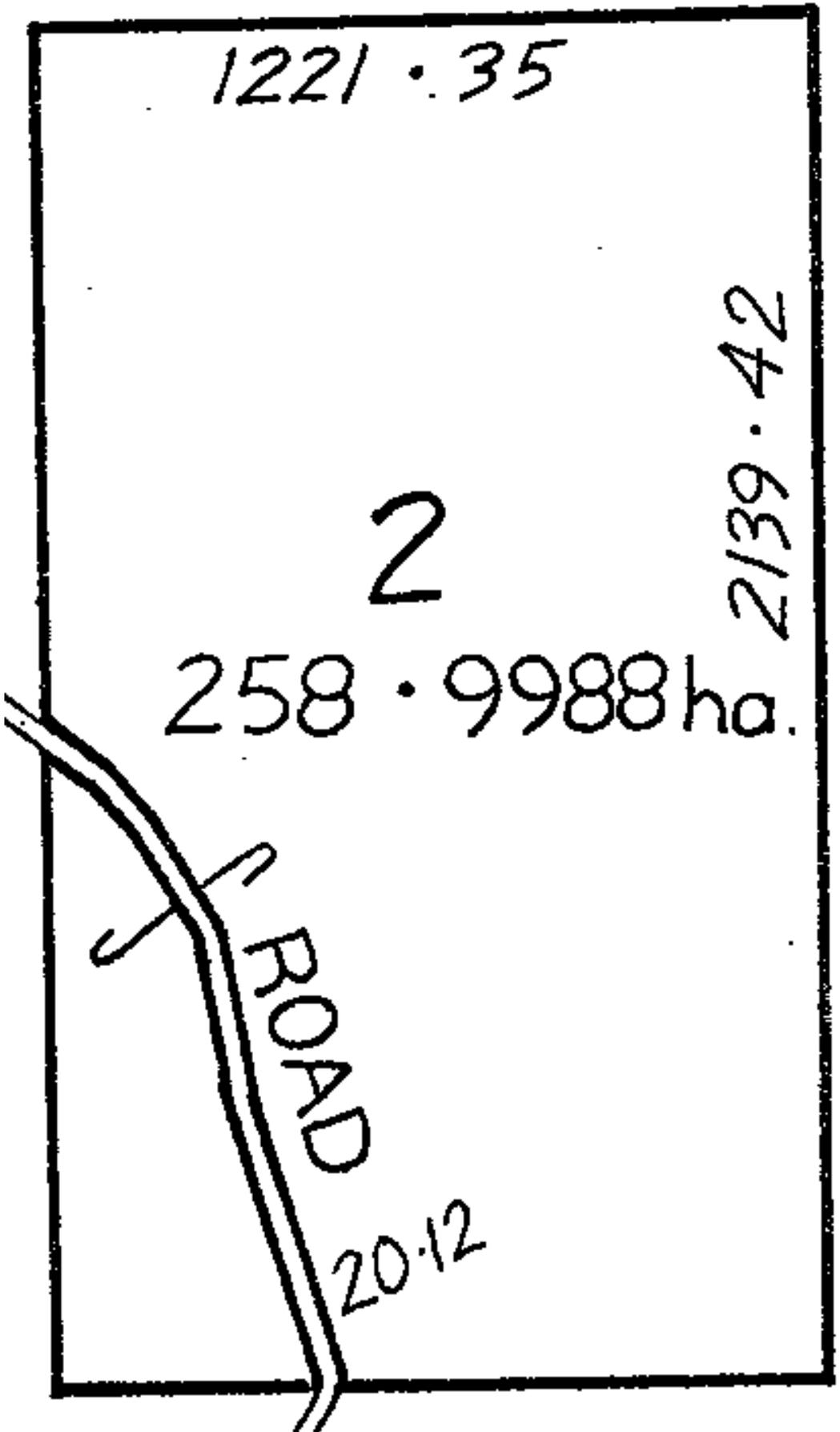
Identifier **OT7D/831**
Land Registration District **Otago**
Date Issued 25 July 1980

Prior References
OT53/83

Estate Fee Simple
Area 258.9988 hectares more or less
Legal Description Section 2 Block I Lammerlaw Survey
District

Registered Owners
Beaumont Station Limited

Interests
13039561.3 Mortgage to ANZ Bank New Zealand Limited - 1.7.2024 at 3:47 pm





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **OT5B/943**

Land Registration District **Otago**

Date Issued 23 May 1973

Prior References

OT5B/353

Estate Fee Simple
Area 1290.9000 hectares more or less
Legal Description Lot 1 Deposited Plan 12797

Registered Owners

Beaumont Station Limited

Interests

Subject to Section 59 Land Act 1948

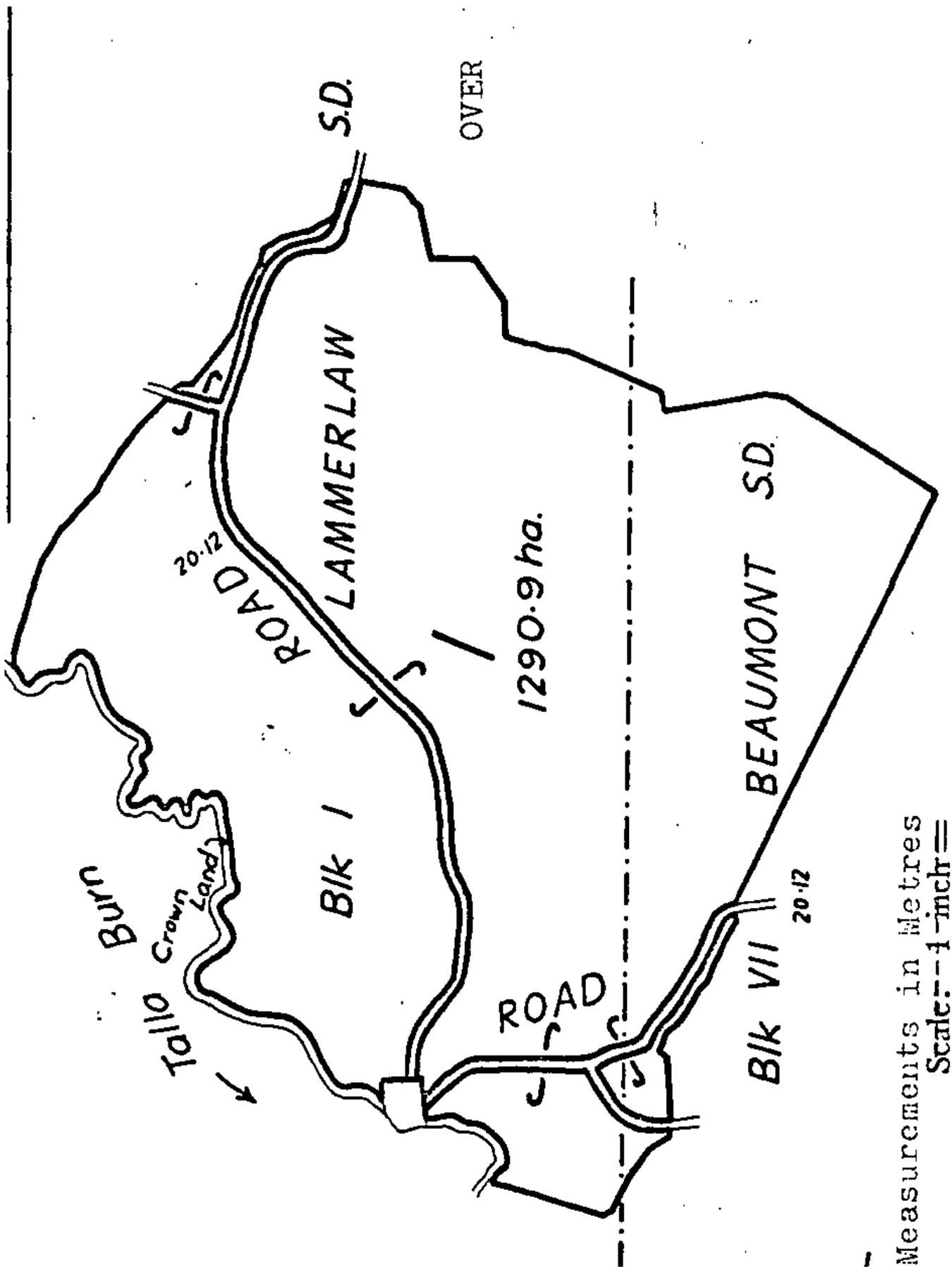
11756277.1 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Her Majesty the Queen - 3.7.2020 at 2:52 pm

13039561.3 Mortgage to ANZ Bank New Zealand Limited - 1.7.2024 at 3:47 pm

13245560.3 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Beaumont Forestry N3 Limited - 4.7.2025 at 2:11 pm

13245560.5 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Beaumont Forestry N5 Limited - 4.7.2025 at 2:11 pm

13245560.6 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Beaumont Forestry N6 Limited - 4.7.2025 at 2:11 pm





**RECORD OF TITLE
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Limited as to Parcels
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R. W. Muir
Registrar-General
of Land

Identifier OT287/119

Land Registration District Otago

Date Issued 16 May 1938

Prior References

DI L390

Estate Fee Simple
Area 35.3417 hectares more or less
Legal Description Part Section 1 Block IX Benger Survey
District

Registered Owners

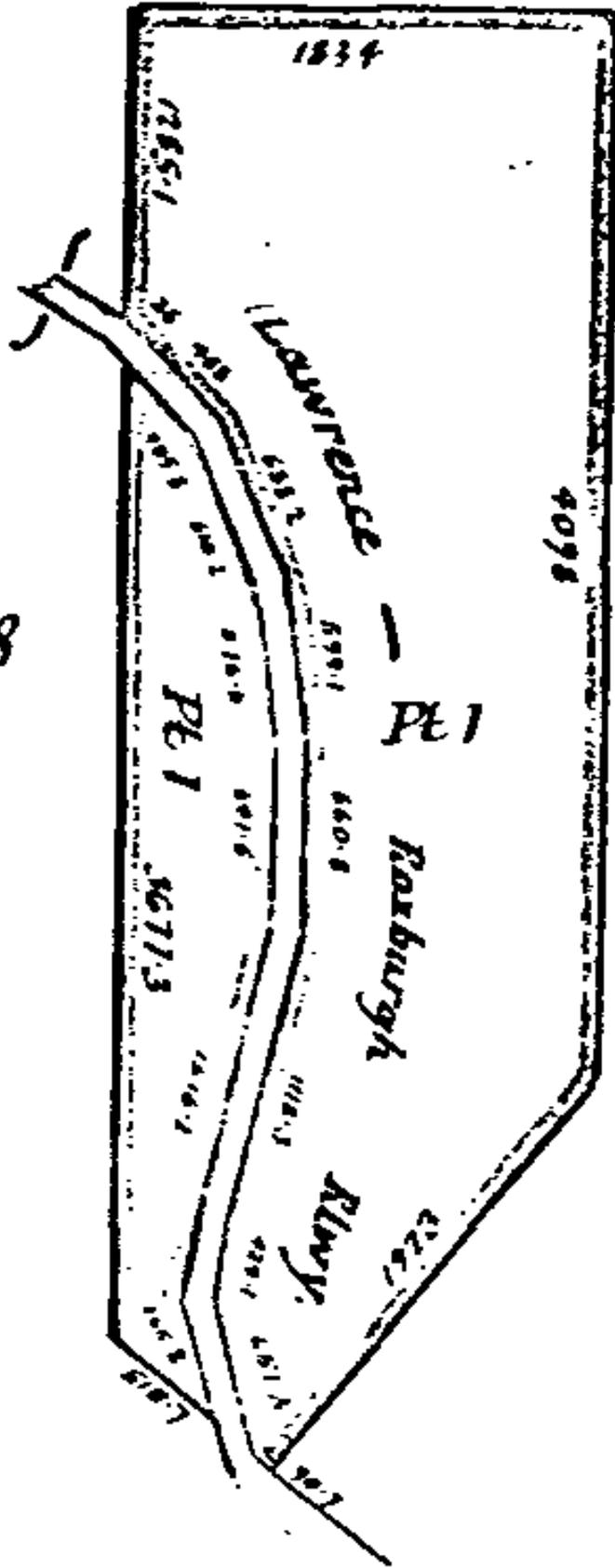
Beaumont Station Limited

Interests

13039561.3 Mortgage to ANZ Bank New Zealand Limited - 1.7.2024 at 3:47 pm

DI

Plan: 658



Plan



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Limited as to Parcels
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R. W. Muir
Registrar-General
of Land

Identifier OT287/120

Land Registration District Otago

Date Issued 16 May 1938

Prior References

DI L390

Estate Fee Simple
Area 4.6539 hectares more or less
Legal Description Section 1 Block I Lammerlaw Survey
District

Registered Owners

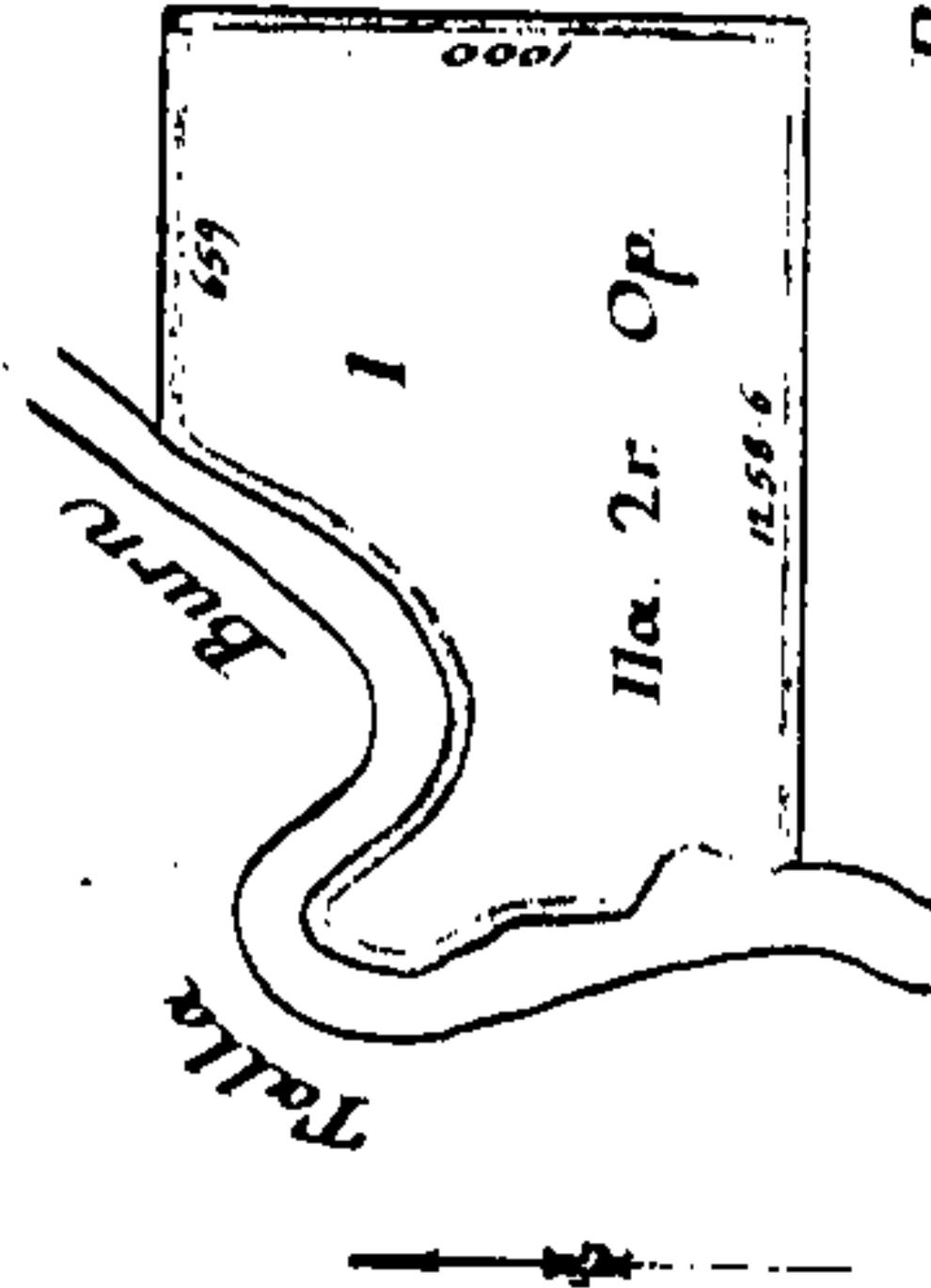
Beaumont Station Limited

Interests

13039561.3 Mortgage to ANZ Bank New Zealand Limited - 1.7.2024 at 3:47 pm

DISC

Run 657





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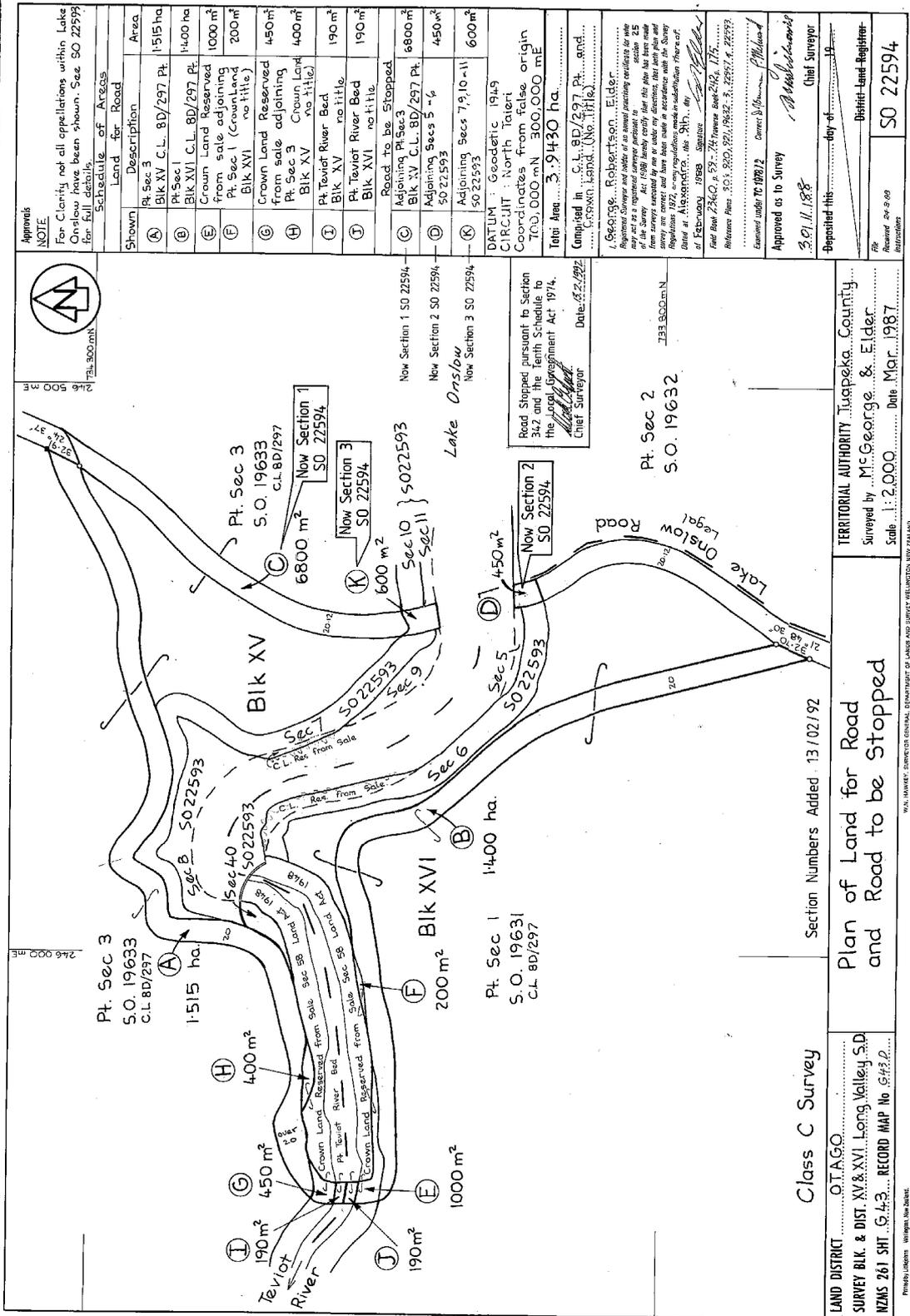

R. W. Muir
Registrar-General
of Land

Identifier **OT14B/499**
Land Registration District **Otago**
Date Issued 21 February 1992

Estate Fee Simple
Area 450 square metres more or less
Legal Description Section 2 Survey Office Plan 22594
Purpose Local purpose (Esplanade) Reserve

Registered Owners
Central Otago District Council

Interests
Subject to the Reserves Act 1977





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R.W. Muir
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of Land

Identifier OT14B/500
Land Registration District Otago
Date Issued 21 February 1992

Estate Fee Simple
Area 600 square metres more or less
Legal Description Section 3 Survey Office Plan 22594
Purpose Local purpose (Esplanade) Reserve

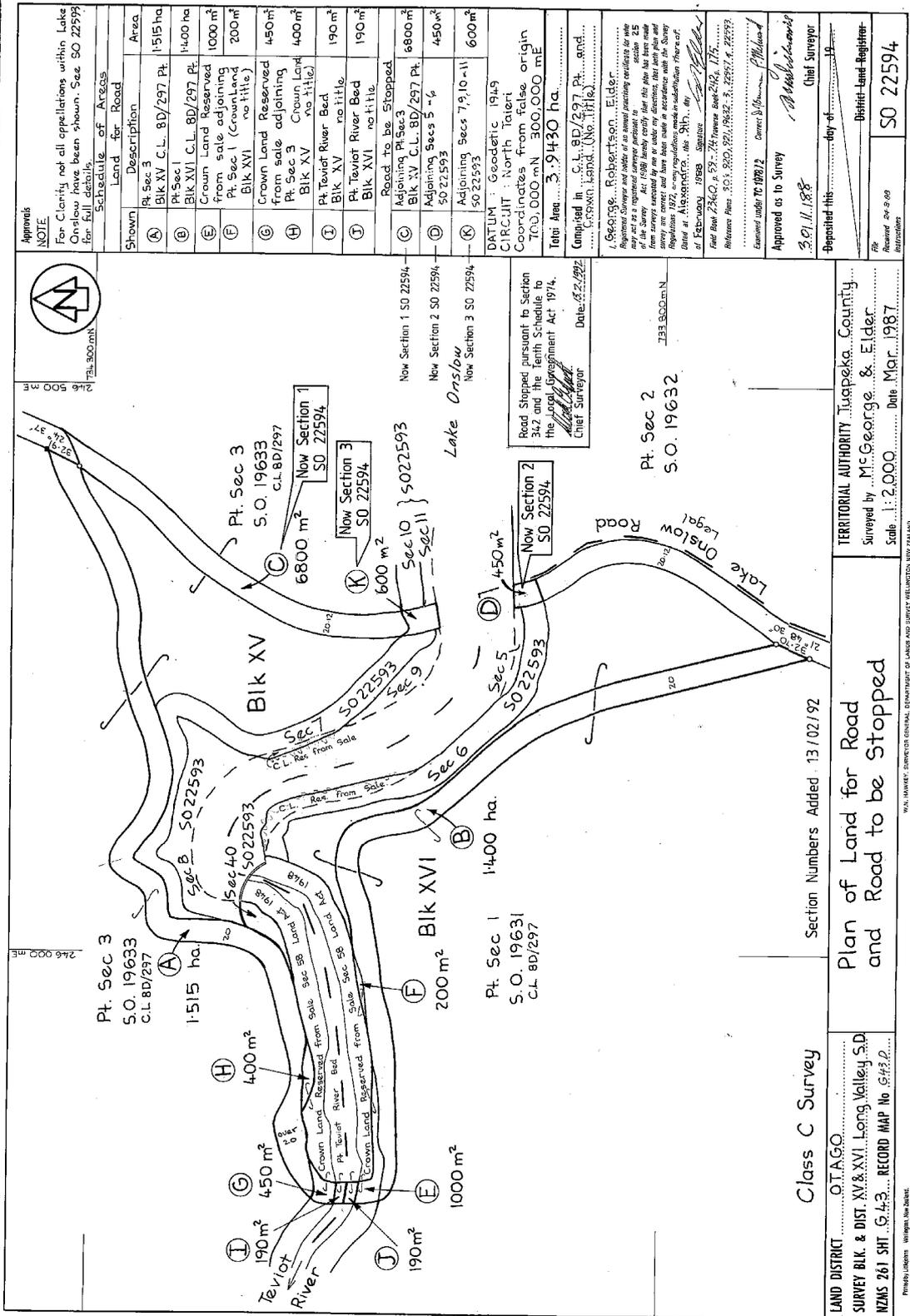
Registered Owners
Central Otago District Council

Interests

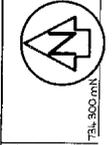
Subject to the Reserves Act 1977

885833 Transfer creating the following easements in gross - 30.6.1995 at 2.03 pm

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Convey water	Section 3 Survey Office Plan 22594 - herein	Black Transfer 885833	The Teviot Irrigation Company Limited	



Approvals
 NOTE
 For Clarity not all appellations within Lake Onslow have been shown. See SO 22593 for full details.
 Schedule of Areas
 Land for Road



Shown	Description	Area
(A)	Pt. Sec 3 S.O. 19633 C.L. 8D/297	1515 ha
(B)	Pt. Sec 1 S.O. 19633 C.L. 8D/297	1400 ha
(C)	Crown Land Reserved from sale adjoining	1000 m ²
(D)	Pt. Sec 1 (Crown Land no title)	200 m ²
(E)	Crown Land Reserved from sale adjoining	450 m ²
(F)	Pt. Sec 3 Crown Land no title	400 m ²
(G)	Pt. Teviot River Bed no title	190 m ²
(H)	Pt. Teviot River Bed no title	190 m ²
(I)	Adjoining Pt. Sec 3 C.L. 8D/297	6800 m ²
(J)	Adjoining Secs 5-6 SO 22593	450 m ²
(K)	Adjoining Secs 7,9,10-11 SO 22593	600 m ²

Class C Survey
 Section Numbers Added 13/02/92
 Plan of Land for Road and Road to be Stopped
 LAND DISTRICT O.T.A.G.O.
 SURVEY BLK. & DIST. XV & XVI Long Valley S.D.
 NZMS 261 SH 643 RECORD MAP No. G43D
 TERRITORIAL AUTHORITY Tairāpapa County
 Surveyed by McGeorge & Elder
 Scale 1:2,000 Date Mar. 1987
 W. HAWKEY, SURVEYOR GENERAL, DEPARTMENT OF LANDS AND SURVEY, WELLINGTON, NEW ZEALAND

Surveyor Information:
 Road Stopped pursuant to Section 342 and the Earthquake and the Local Government Act 1974.
 Date: 02/02/92
 Chief Surveyor: [Signature]

Other Data:
 DATUM: Geodetic 1949
 CIRCUIT: North Tairāpapa
 Coordinates from false origin
 T.O.D. 000 mN 300,000 mE
 Total Area: 3,9430 ha.
 Unimproved in C.L. 8D/297 Pt. and Crown Land (No. title)
 1. Sec 1, 2, 3, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 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1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

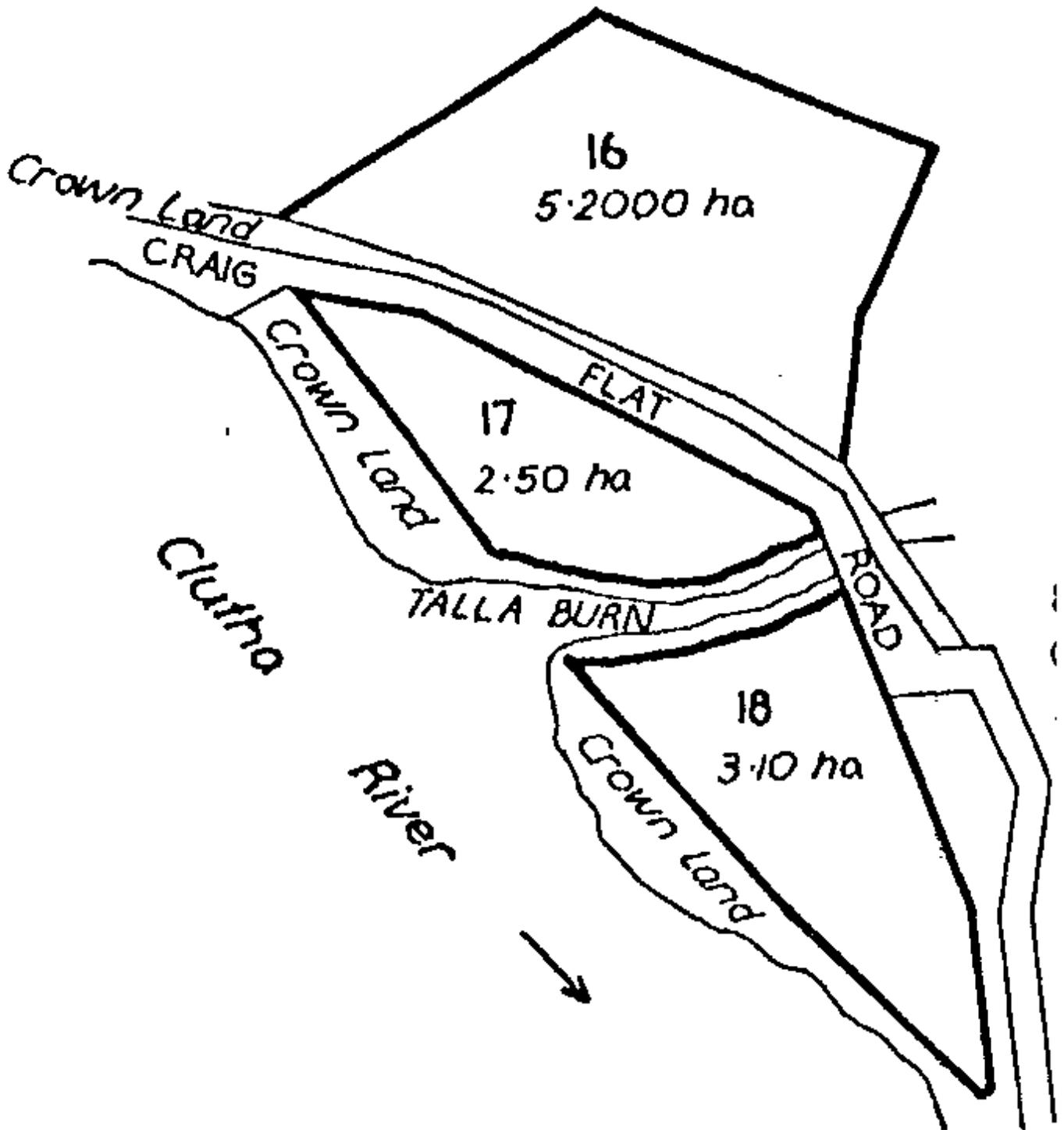
Identifier OT14C/642
Land Registration District Otago
Date Issued 22 June 1992

Prior References
OT9A/531

Estate Fee Simple
Area 10.8000 hectares more or less
Legal Description Section 16-18 Block VII Beaumont Survey
District

Registered Owners
Contact Energy Limited

Interests
Subject to Section 11 Crown Minerals Act 1991.
Subject to Part IV A Conservation Act 1987





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier **OT203/47**
Land Registration District **Otago**
Date Issued 23 October 1923

Part-Cancelled

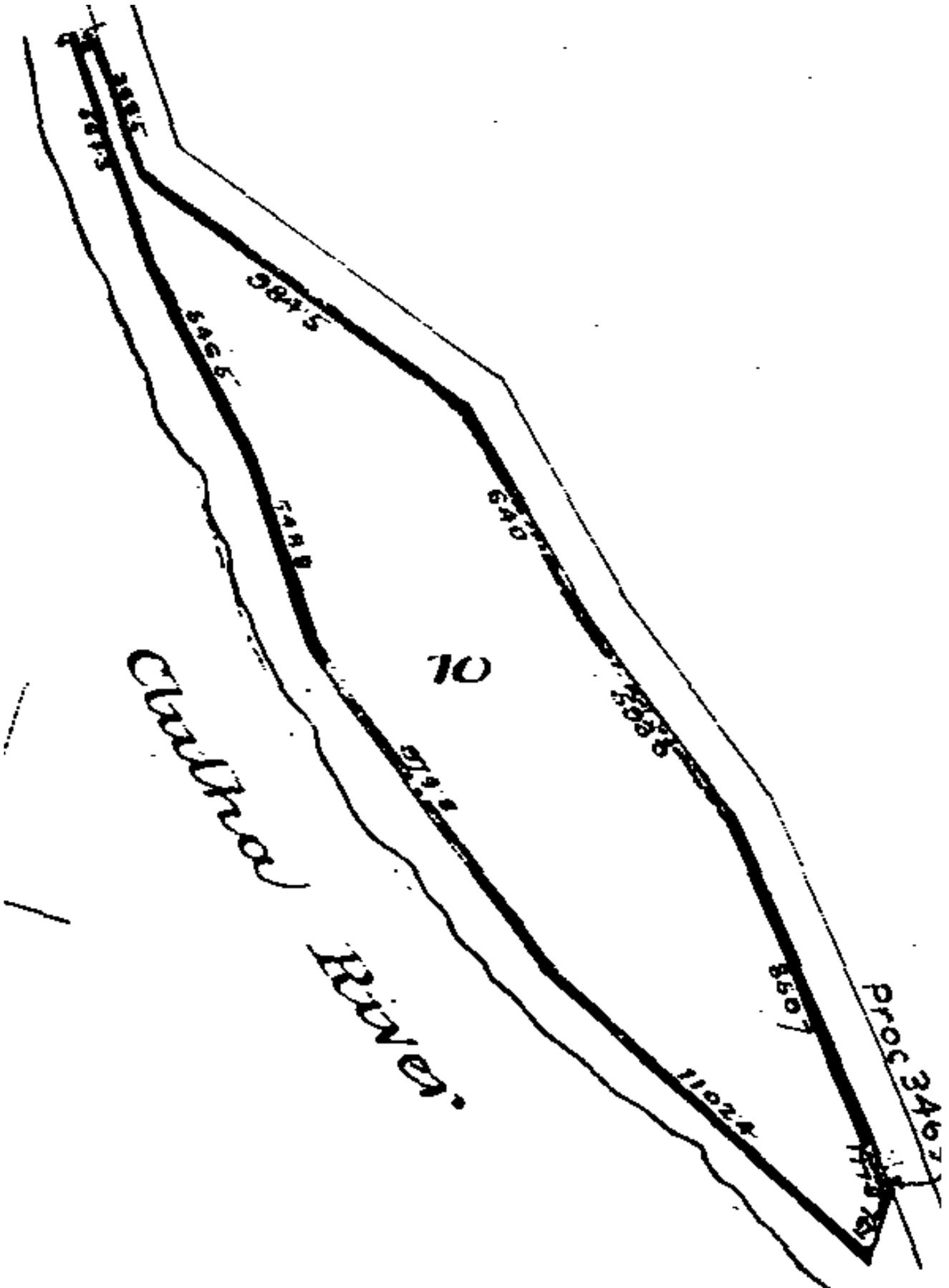
Prior References
OTPR19/6 WA 4/225

Estate Fee Simple
Area 6.0703 hectares more or less
Legal Description Section 10 Block IX Bengier Survey
District

Registered Owners
Contact Energy Limited

Interests

Excepting any metals, precious stones, minerals, coal and oil on and under the said land
Subject to Section 29 The Land Laws Amendment Act 1913
3469 Proclamation taking part of within described land for road - diversions in connection with the Lawrence - Roxburgh
Railway and a road approach thereto - 23.5.1925 at 10.00 am



Legal description



🔍 Example: Lot 2 DP 12:

Parcel 6699713



This parcel has
no title
associated with
it.



Parcel Intent	Fee
	Simple
	Title

Statutory Actions



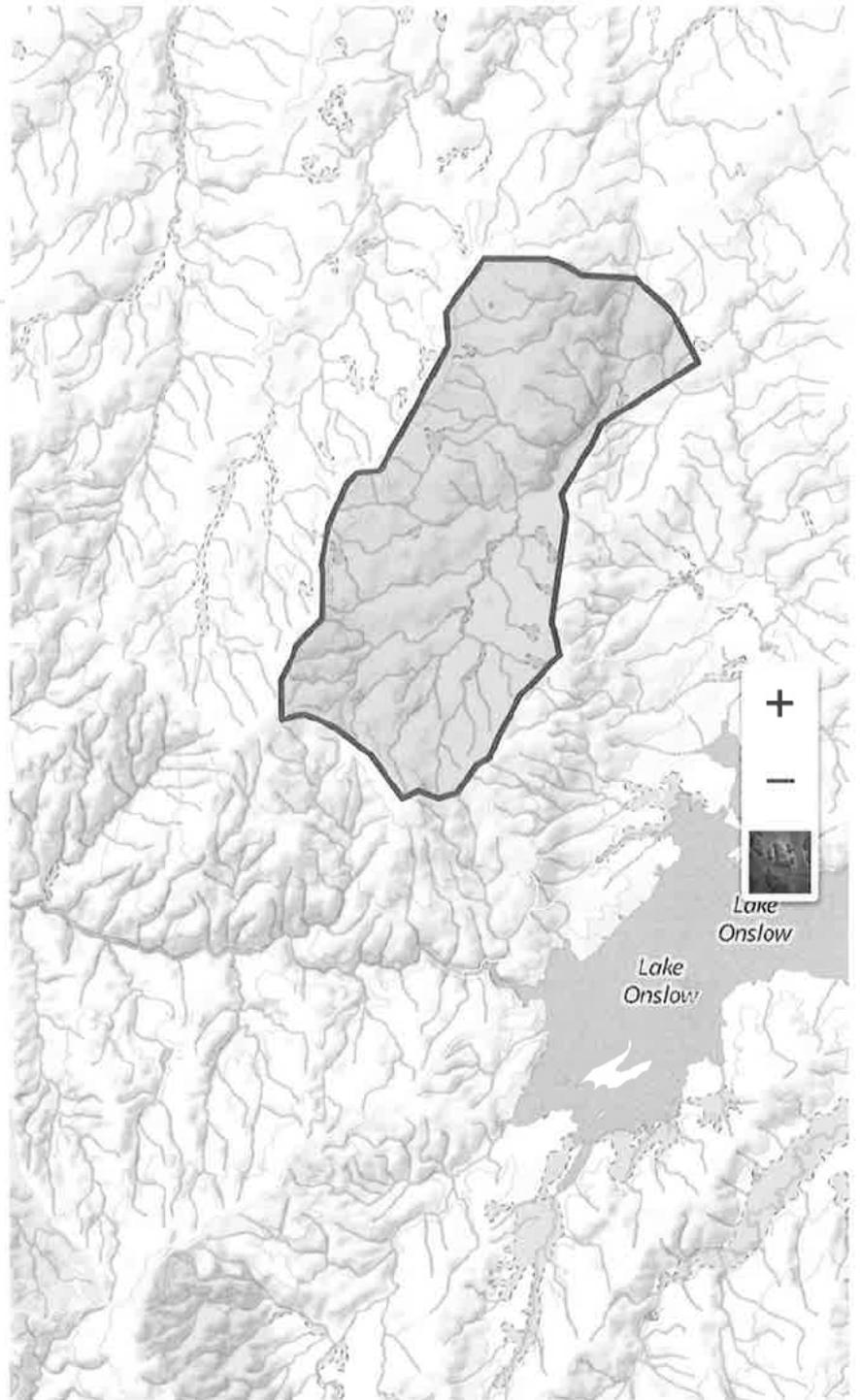
Statutory Action	Section 65(1), Crown Pastoral Land Act 1998
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Type	Statutory Vesting
------	-------------------

Recorded	18 April 2016
----------	---------------

Action	Referenced
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Status	Current
--------	---------





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier **360600**
Land Registration District **Otago**
Date Issued 27 May 2010

Prior References
OT13B/378

Estate Fee Simple
Area 1121.9600 hectares more or less
Legal Description Lot 27-28 Deposited Plan 389879
Registered Owners
Eoin Austin Garden, Victoria Carol Garden and HGW Trustee's Limited

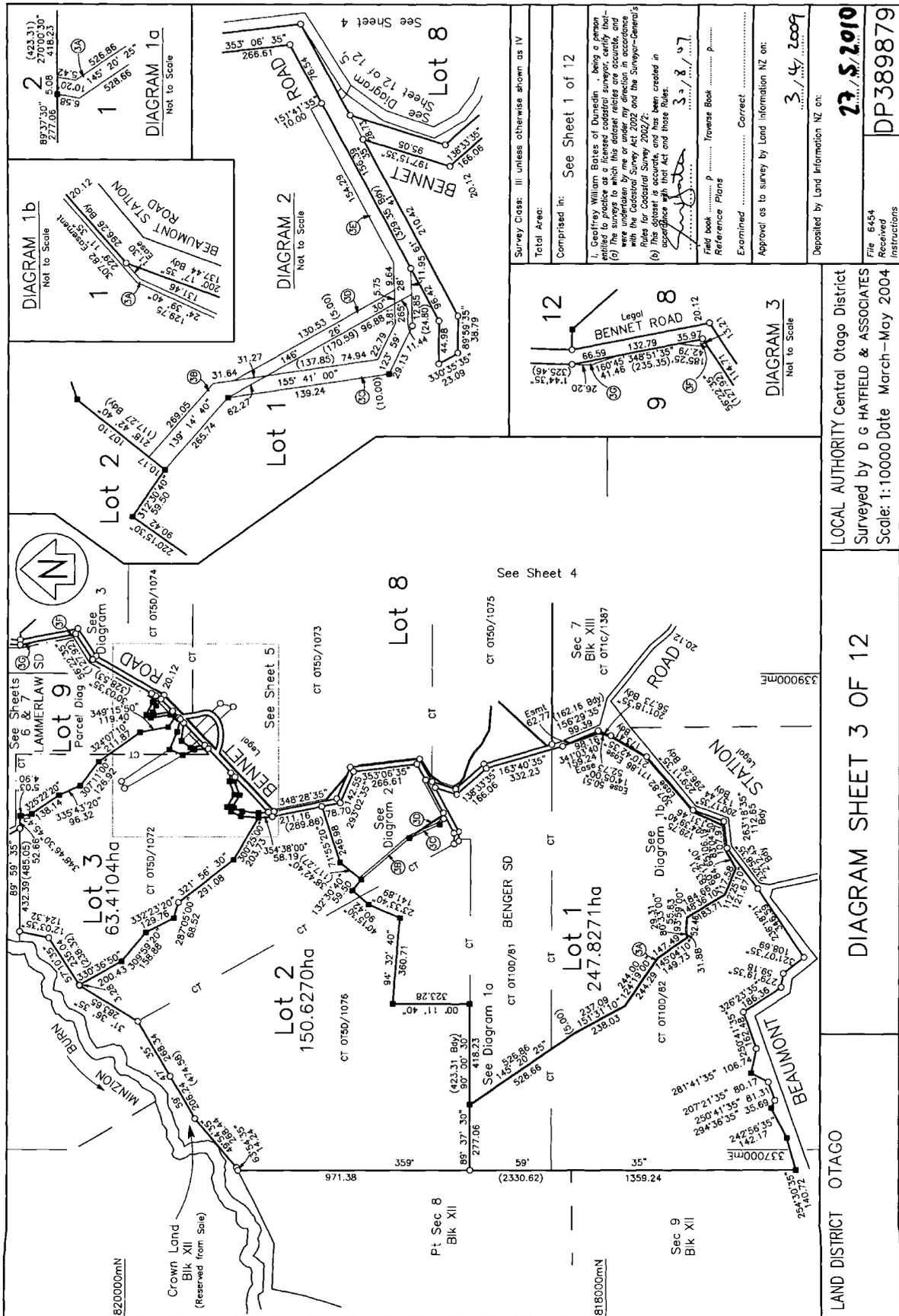
Interests

Subject to Section 241(2) Resource Management Act 1991 (affects DP 389879)
Appurtenant hereto is a right of way and airstrip rights created by Easement Instrument 8496631.9 - 27.5.2010 at 3:21 pm
The easements created by Easement Instrument 8496631.9 are subject to Section 243 (a) Resource Management Act 1991
12191428.4 Mortgage to ANZ Bank New Zealand Limited - 23.12.2022 at 11:01 am

Purpose	Shown	Servient Tenement	Dominant Tenement	Purpose	Shown	Servient Tenement	Dominant Tenement	Purpose	Shown	Servient Tenement	Dominant Tenement	
Right to Convey Water	3A 3B 3D 3E	Lot 1 Hereon	Lot 2 Hereon	Right to Convey Water	8F	Lot 18 Hereon	Lots 8, 12, 16 & 30 Hereon, Sec 1 BLK IV Lammerlaw S.D. & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.	Right to Convey Water	8D	Lot 17 Hereon	Lots 8, 12, 16, 18 & 30 Hereon, Sec 1 Lommerlaw S.D. & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.	
	3F 3G	Lot 9 Hereon	Lots 1-8 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.		8G 8H	Lot 18 Hereon	Lots 8, 12, & 30 Hereon, Sec 1 BLK IV Lammerlaw S.D. & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.		8E	Lot 17 Hereon	Lot 17 Hereon	Lots 1-16, 18 & 30 Hereon, Sec 1 Lommerlaw S.D. & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.
	4A 4D	Lot 8 Hereon	Lots 1 & 2 Hereon		6A	Lot 18 Hereon	Lots 1-17 Hereon, Sec 1 BLK IV Lammerlaw S.D. & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.		7I 7K 7L	Lot 29 Hereon	Lot 29 Hereon	Lots 9 - 11 & 13 Hereon
	4B	Lot 8 Hereon	Sec 7 BLK XIII Bengier S.D.		7A 7C	Lot 29 Hereon	Lots 9-11 & 13 Hereon		3C 3E	Lot 1 Hereon	Lot 1 Hereon	Lot 2 Hereon
	4E 4F	Lot 8 Hereon	Lots 1 & 2 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.		7B	Lot 14 Hereon	Lots 9-11, 13 & 29 Hereon		10A	Lot 23 Hereon	Lot 23 Hereon	Lots 27 & 28 Hereon
	4G 4K 4M 4H 4Q	Lot 12 Hereon	Lot 8 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.		7D	Lot 29 Hereon	Lots 11 & 14 Hereon		10C	Lot 24 Hereon	Lot 24 Hereon	Lots 27 & 28 Hereon
	4I	Lot 12 Hereon	Lot 8 Hereon		7E	Lot 14 Hereon	Lot 11 Hereon		10E	Lot 22 Hereon	Lot 22 Hereon	Lots 1-21 & 23-30 Hereon
	4J	Lot 12 Hereon	Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.		7F 7G	Lot 29 Hereon	Lots 9, 10 & 13 Hereon		10F	Lot 23 Hereon	Lot 23 Hereon	Lots 1-22 & 24-30 Hereon
	4L	Lot 12 Hereon	Lot 30 Hereon		7H	Lot 10 Hereon	Lots 9 & 13 Hereon		10G	Lot 24 Hereon	Lot 24 Hereon	Lots 1-23 & 25-30 Hereon
	4N	Lot 30 Hereon	Lots 8 & 12 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.		7I	Lot 29 Hereon	Lots 9 & 13 Hereon		10C 10G	Lot 24 Hereon	Lot 24 Hereon	Lots 1-23 & 25-30 Hereon
	4O	Sec 1 BLK IV Lammerlaw S.D.	Lots 8, 12 & 30 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.		8A	Lot 15 Hereon	Lots 1-14 & 29 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.		5F	Lot 5 Hereon	Lot 5 Hereon	Lots 1-4 & 6-30 Hereon
	4P	Lot 8 Hereon	Lot 12 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.		8B	Lot 11 Hereon	Lots 1-15 & 29 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.		5H	Lot 3 Hereon	Lot 3 Hereon	Lots 1, 2 & 4-30 Hereon
5G 5I	Lot 8 Hereon	Lots 1-3 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.	8C	Lot 17 Hereon	Lots 1-15 & 29 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.	9A	Lot 11 Hereon	Lot 11 Hereon	Lots 1-10 & 12-30 Hereon			
5C 5D 5E	Lot 7 Hereon	Lots 1-3 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Bengier S.D.	5B 5D	Lot 7 Hereon	Lots 1-6 & 8-30 Hereon	9B	Lot 17 Hereon	Lot 17 Hereon	Lots 1-16 & 18-30 Hereon			
7J	Lot 13 Hereon	Lot 9 Hereon				9A	Lot 11 Hereon	Lot 11 Hereon	Lots 1-10 & 12-30 Hereon			

Survey Class: III unless otherwise shown as IV
 Total Area: _____
 Comprised in: See Sheet 1 of 12
 I, Geoffrey William Bates of Dunedin, being a person entitled to practice as a licensed cadastral surveyor, certify that the surveys to which this dataset relates are accurate, and that the boundaries of the lots or parcels of land are in accordance with the provisions of the Land Act 2010 and the Survey-General's Rules for Cadastral Survey 2002/2.
 (b) This dataset is accurate and has been created in accordance with the Land Act and those Rules.
 Date: 30/8/07
 Field Book: _____ Traverse Book: _____
 Reference Plans: _____
 Examined: _____ Correct: _____
 Approved as to survey by Land Information NZ on: 3/4/2009
 Deposited by Land Information NZ on: 14/5/2010
 File 6454 Received Instructions DP389879

LAND DISTRICT OTAGO
MEMORANDUM OF EASEMENTS
SHEET 2 OF 12
 LOCAL AUTHORITY Central Otago District
 Surveyed by D G HATFIELD & ASSOCIATES
 Date March-May 2004



Survey Class: III unless otherwise shown as IV

Total Area: ...

Comprised in: See Sheet 1 of 12

I, Geoffrey William Bates of Dunedin, being a person entitled to practice as a licensed cadastral surveyor, certify that the surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the provisions of the Cadastral Survey Act 2002, and the Survey-General's Rules for Cadastral Survey, 2002.

(b) This dataset is accurate, and has been created in accordance with that Act and those Rules.

Field book p Towns Book p
 Reference Plans Correct
 Examined
 Approved as to survey by Land Information NZ on: 3/14/2009

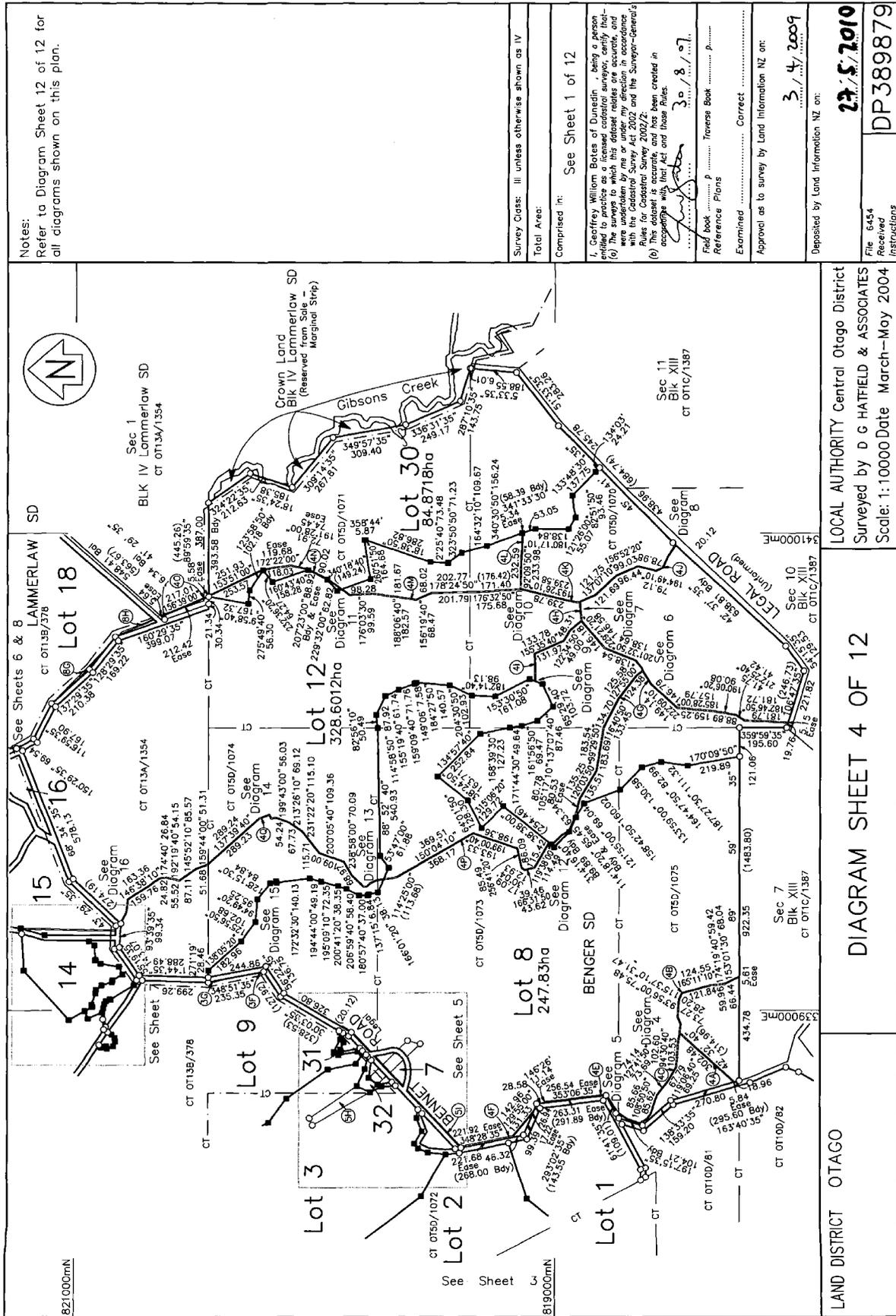
Deposited by Land Information NZ on: 22/5/2010

File 6454
 Received DP389879
 Instructions

LOCAL AUTHORITY Central Otago District
 Surveyed by D G HAIFIELD & ASSOCIATES
 Scale: 1:10000 Date March - May 2004

DIAGRAM SHEET 3 OF 12

LAND DISTRICT OTAGO



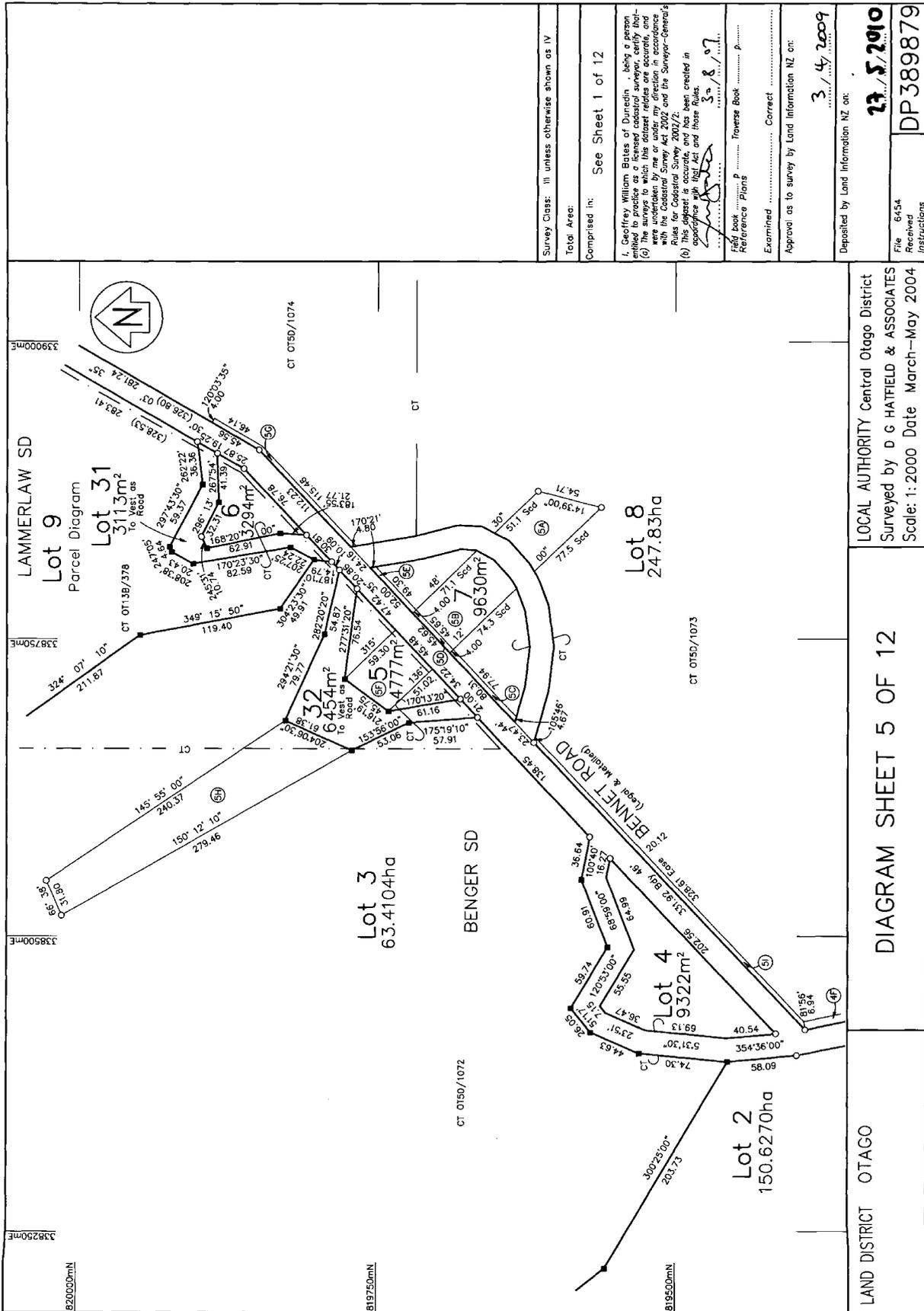
Notes:
Refer to Diagram Sheet 12 of 12 for all diagrams shown on this plan.

Survey Class: III unless otherwise shown as IV
 Total Area:
 Comprised in: See Sheet 1 of 12
 I, Geoffrey William Bates of Dunedin, being a person entitled to practice as a licensed cadastral surveyor, certify that the surveys to which this dataset relates are accurate, and were made in accordance with the Survey Act 2002 and the Survey Regulations for Cadastral Survey 2002/2.
 (b) This dataset is accurate, and has been created in accordance with that Act and those Rules.
 Filed Book: 30/8/07
 Traverse Book:
 Reference Plans:
 Examined: Correct:
 Approval as to survey by Land Information NZ on: 3/4/2009
 Deposited by Land Information NZ on: 22/5/2010
 File 6454 Received Instructions DP389879

LOCAL AUTHORITY Central Otago District
 Surveyed by D G HATFIELD & ASSOCIATES
 Scale: 1:10000 Date March-May 2004

DIAGRAM SHEET 4 OF 12

LAND DISTRICT OTAGO



Survey Class: III unless otherwise shown as IV	Comprised in: See Sheet 1 of 12	I, Geoffrey William Bates of Dunedin, being a person entitled to practice as a licensed cadastral surveyor, certify that the survey was undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2007/2.
Total Area:		
Field Book: P 3/8/07	Examined: Correct	(b) This diagram is accurate, and has been created in accordance with the Act and these Rules.
Approval as to survey by Land Information NZ on: 3/4/2009	Deposited by Land Information NZ on: 13/5/2010	Traverse Book: P
File 6454	Received	DP389879
Instructions		

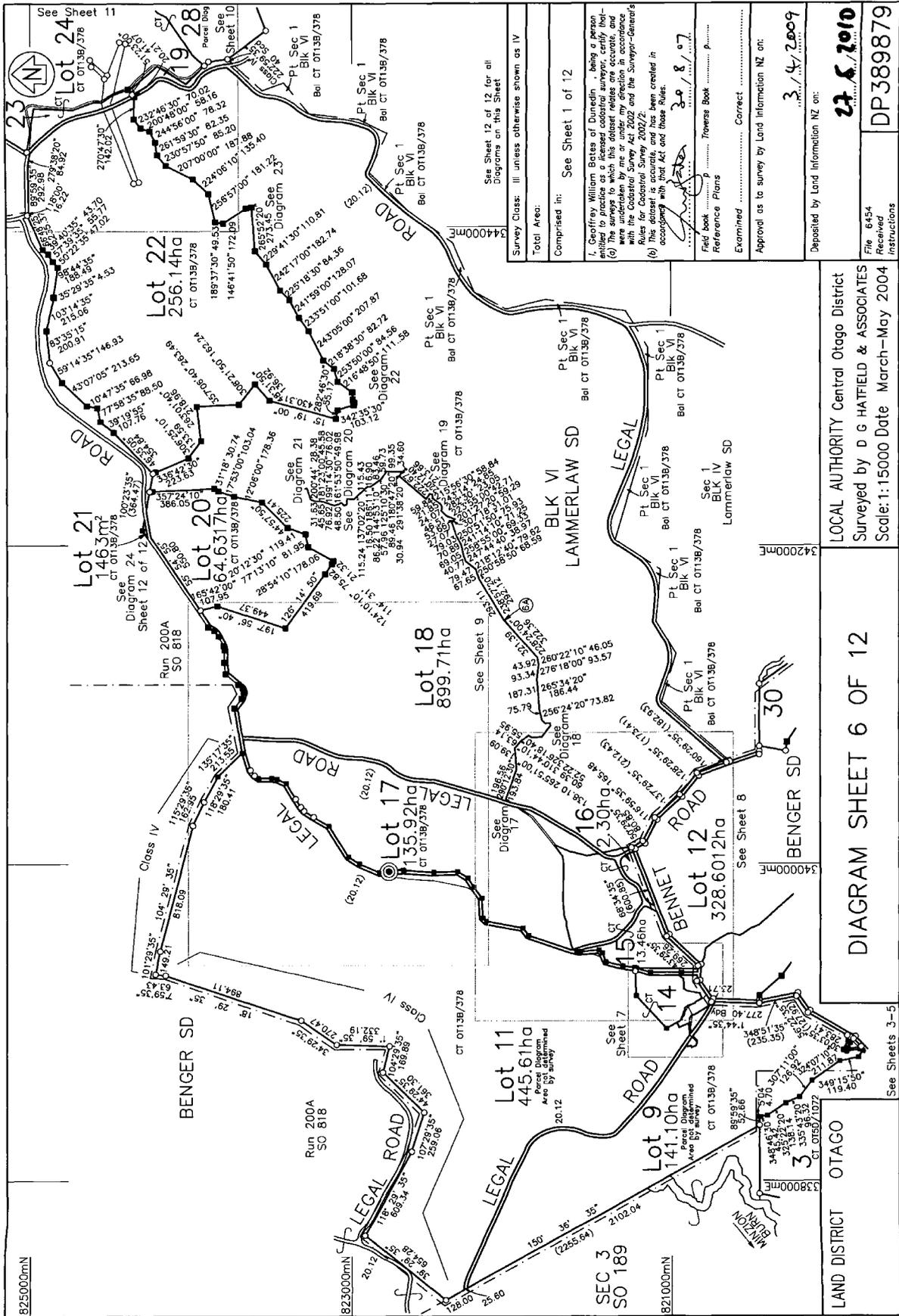
LAND DISTRICT OTAGO

DIAGRAM SHEET 5 OF 12

LOCAL AUTHORITY Central Otago District

Surveyed by D G HAFFIELD & ASSOCIATES

Scale: 1:2000 Date March-May 2004

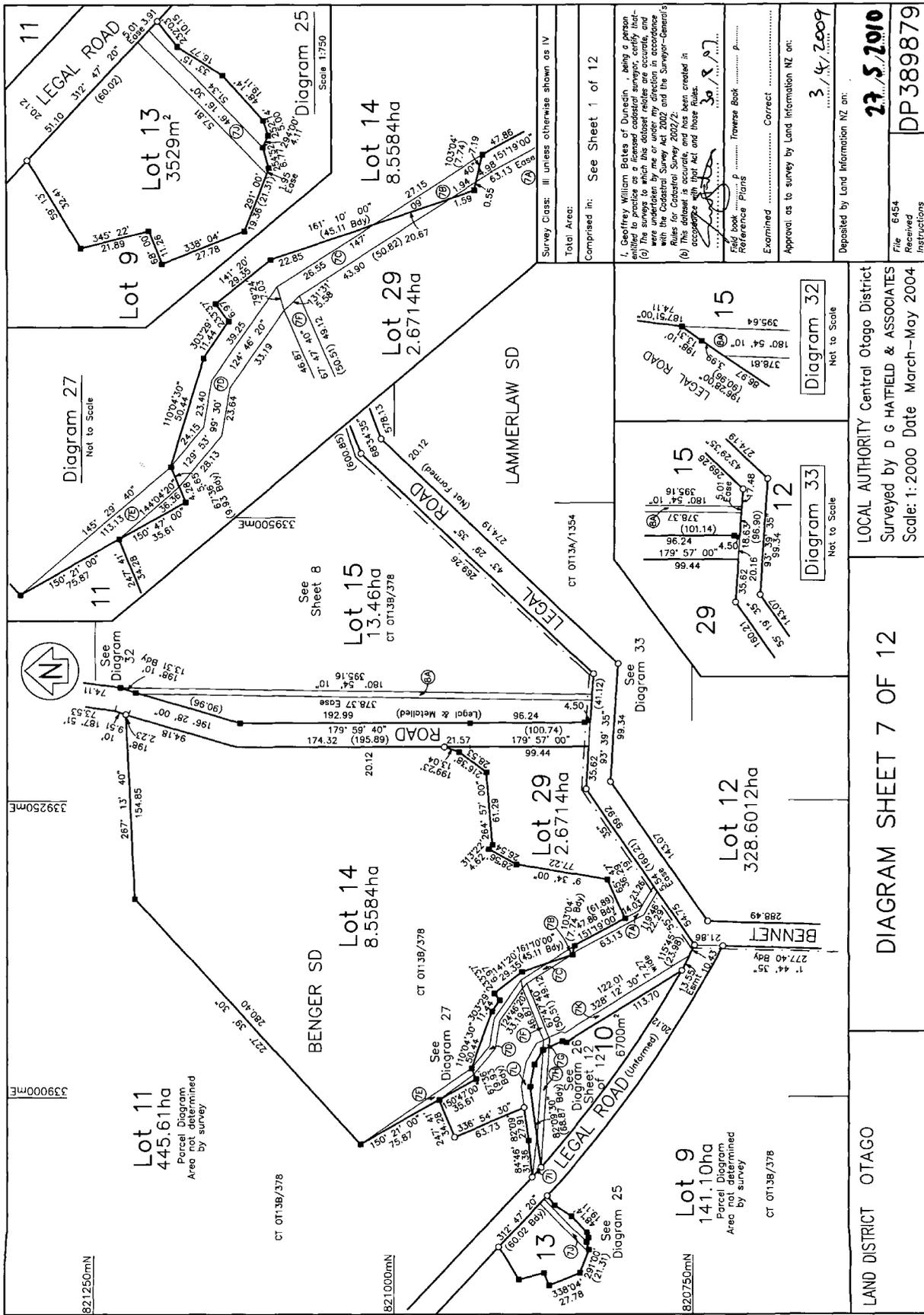


Survey Class: III unless otherwise shown as IV	
Total Area:	See Sheet 12 of 12 for all Diagrams on this Sheet
Comprised in:	See Sheet 1 of 12
I, Geoffrey William Bates of Dunedin, being a person entitled to practice as a licensed cadastral surveyor, certify that the survey to which this diagram relates is accurate, and with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2.	
(b) This dataset is accurate, and has been created in accordance with that Act and these Rules.	
Field Book:	39807
Reference Plans:	Traverse Book
Examined:	Correct
Approval as to survey by Land Information NZ on:	
Deposited by Land Information NZ on:	3/4/2009
File 6454 Received Instructions	27/6/2010 DP389879

LOCAL AUTHORITY Central Otago District
 Surveyed by D G HATFIELD & ASSOCIATES
 Scale: 1:15000 Date March-May 2004

DIAGRAM SHEET 6 OF 12

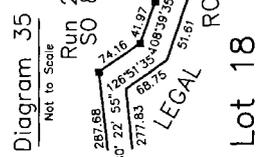
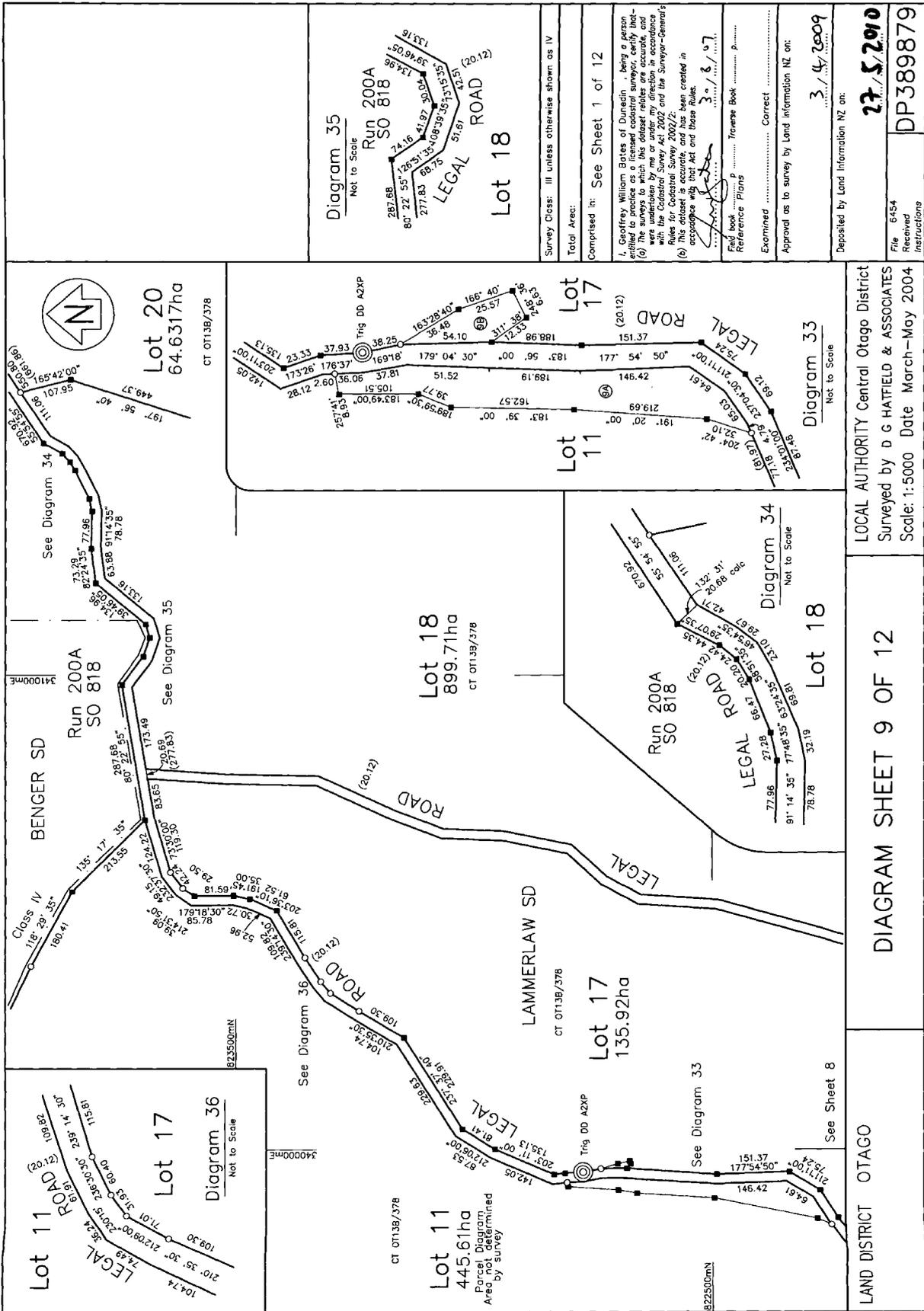
LAND DISTRICT OTAGO
 See Sheets 3-5



LOCAL AUTHORITY Central Otago District
Surveyed by D G HATFIELD & ASSOCIATES
Scale: 1:2000 Date March-May 2004

DIAGRAM SHEET 7 OF 12

LAND DISTRICT OTAGO



Survey Class: III unless otherwise shown as IV

Total Area: _____

Comprised in: See Sheet 1 of 12

I, Geoffrey William Bates of Dunedin, being a person entitled to practise as a surveyor, do hereby certify that the surveys to which this dataset relates are accurate and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002/2.

(a) Release of this dataset and the plans created in accordance with that Act and these Rules is a public act.

(b) Release of this dataset and the plans created in accordance with that Act and these Rules is a public act.

Field Book: _____ Traverse Book: _____

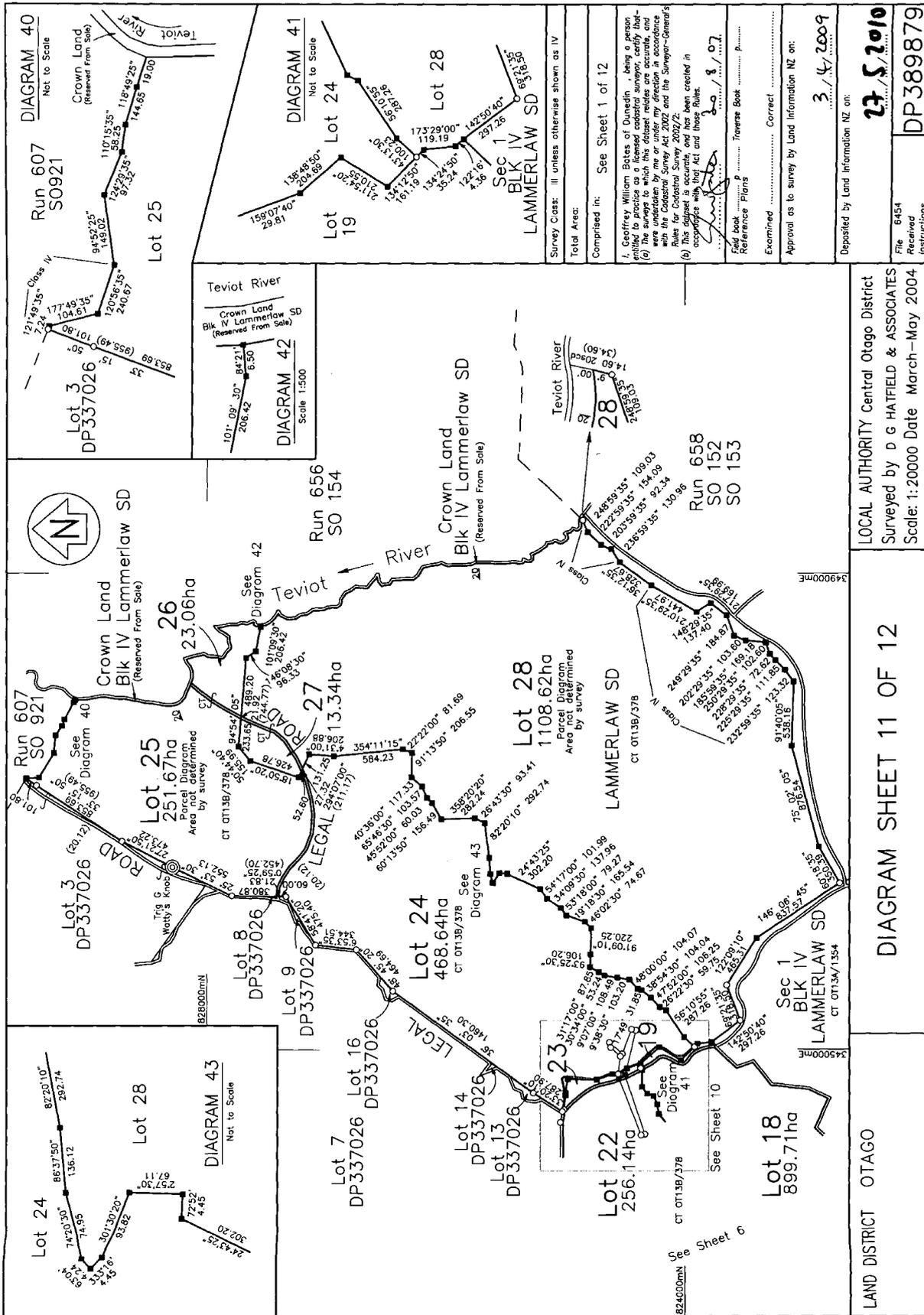
Reference Plans: _____ Correct

Examined: _____

Approval as to survey by Land Information NZ on: _____

Deposited by Land Information NZ on: **27/5/2010**

File 6454
Received **DP389879**
Instructions



Survey Class: III unless otherwise shown as IV
Total Area:
Comprised in: See Sheet 1 of 12
1. Geoffrey William Bates of Dunedin being in person entitled to practice as a land surveyor in New Zealand, do hereby certify that the surveys to which this diagram relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002/2.
(b) This diagram has been created in accordance with that Act and these Rules.
Field Book: 307/8/07
Reference Plans: 307/8/07
Examined: Correct
Approval as to survey by Land Information NZ on: 3/4/2009
Deposited by Land Information NZ on: 27/5/2010
File 6454 Received Instructions DP389879

LOCAL AUTHORITY Central Otago District
 Surveyed by D G HAIFIELD & ASSOCIATES
 Scale: 1:20000 Date March-May 2004

DIAGRAM SHEET 11 OF 12

LAND DISTRICT OTAGO



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier 360599
Land Registration District Otago
Date Issued 27 May 2010

Prior References
OT13B/378

Estate Fee Simple
Area 743.3700 hectares more or less
Legal Description Lot 24-26 Deposited Plan 389879
Registered Owners
John Paterson Garden, Marcelle Marguerite Garden and HGW Trustee's Limited

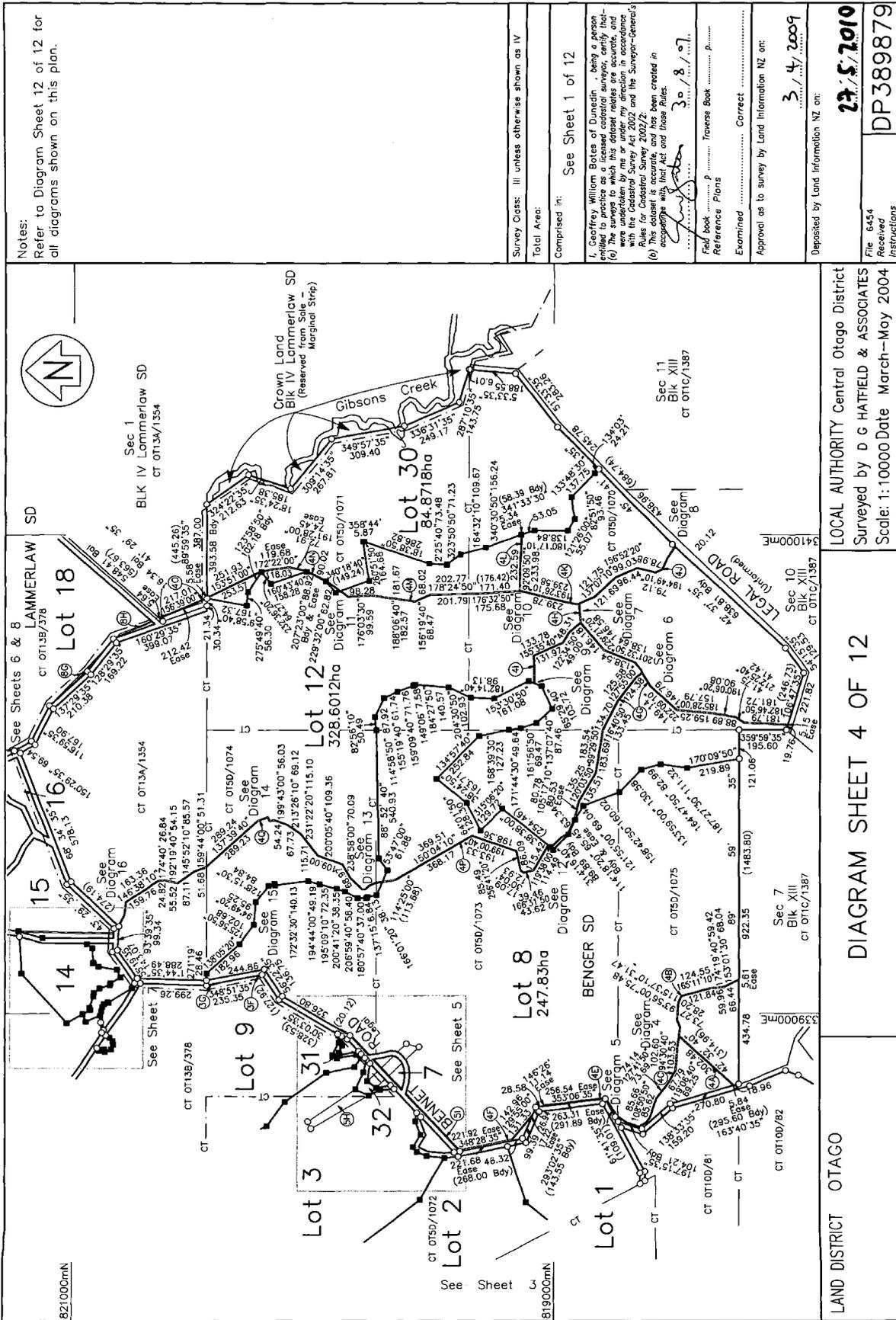
Interests

Subject to Section 241(2) Resource Management Act 1991 (affects DP 389879)
Subject to a right of way over part Lot 24 DP 389879 marked 10B,10C & 10D and airstrip rights over part Lot 24 DP 389879 marked 10C & 10G on DP 389879 created by Easement Instrument 8496631.9 - 27.5.2010 at 3:21 pm
Appurtenant hereto is a airstrip right created by Easement Instrument 8496631.9 - 27.5.2010 at 3:21 pm
The easements created by Easement Instrument 8496631.9 are subject to Section 243 (a) Resource Management Act 1991
9694724.1 Mortgage to ANZ Bank New Zealand Limited - 11.4.2014 at 4:36 pm

Purpose	Shown	Servient Tenement	Dominant Tenement	Purpose	Shown	Servient Tenement	Dominant Tenement	Purpose	Shown	Servient Tenement	Dominant Tenement		
Right to Convey Water	3A 3B 3D 3E	Lot 1 Hereon	Lot 2 Hereon	Right to Convey Water	8F	Lot 18 Hereon	Lots 8, 12, 16 & 30 Hereon, Sec 1 BLK IV Lammerlaw S.D. & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.	Right to Convey Water	8D	Lot 17 Hereon	Lots 8, 12, 16, 18 & 30 Hereon, Sec 1 Lammerlaw S.D. & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.		
	3F 3G	Lot 9 Hereon	Lots 1-8 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.		8G 8H	Lot 18 Hereon	Lots 8, 12, & 30 Hereon, Sec 1 BLK IV Lammerlaw S.D. & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.		8E	Lot 17 Hereon	Lot 17 Hereon	Lots 1-16, 18 & 30 Hereon, Sec 1 Lammerlaw S.D. & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.	
	4A 4D	Lot 8 Hereon	Lots 1 & 2 Hereon		6A	Lot 18 Hereon	Lots 1-17 Hereon, Sec 1 BLK IV Lammerlaw S.D. & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.		7I 7K 7L	Lot 29 Hereon	7I 7K 7L	Lot 29 Hereon	Lots 9 - 11 & 13 Hereon
	4B	Lot 8 Hereon	Sec 7 BLK XIII Benger S.D.		7A 7C	Lot 29 Hereon	Lot 14 Hereon		Lots 9-11 & 13 Hereon	3C 3E	Lot 1 Hereon	Lot 1 Hereon	Lot 2 Hereon
	4C 4E	Lot 8 Hereon	Lots 1 & 2 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.		7B	Lot 14 Hereon	Lot 14 Hereon		Lots 9-11, 13 & 29 Hereon	10A	Lot 23 Hereon	Lot 23 Hereon	Lots 27 & 28 Hereon
	4G 4K 4M 4H 4Q	Lot 12 Hereon	Lot 8 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.		7D	Lot 29 Hereon	Lot 29 Hereon		Lots 11 & 14 Hereon	10C 10B 10D	Lot 24 Hereon	Lot 24 Hereon	Lots 27 & 28 Hereon
	4I	Lot 12 Hereon	Lot 8 Hereon		7E	Lot 14 Hereon	Lot 14 Hereon		Lot 11 Hereon	10E	Lot 22 Hereon	Lot 22 Hereon	Lots 1-21 & 23-30 Hereon
	4J	Lot 12 Hereon	Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.		7F 7G	Lot 29 Hereon	Lot 29 Hereon		Lots 9, 10 & 13 Hereon	10F	Lot 23 Hereon	Lot 23 Hereon	Lots 1-22 & 24-30 Hereon
	4L	Lot 12 Hereon	Lot 30 Hereon		7H	Lot 10 Hereon	Lot 10 Hereon		Lots 9 & 13 Hereon	10C 10G	Lot 24 Hereon	Lot 24 Hereon	Lots 1-23 & 25-30 Hereon
	4N	Lot 30 Hereon	Lots 8 & 12 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.		7I	Lot 29 Hereon	Lot 29 Hereon		Lots 9 & 13 Hereon	5F	Lot 5 Hereon	Lot 5 Hereon	Lots 1-4 & 6-30 Hereon
	4O	Sec 1 BLK IV Lammerlaw S.D.	Lots 8, 12 & 30 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.		8A	Lot 15 Hereon	Lot 15 Hereon		Lots 1-14 & 29 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.	5H	Lot 3 Hereon	Lot 3 Hereon	Lots 1, 2 & 4-30 Hereon
	4P	Lot 8 Hereon	Lot 12 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.		8B	Lot 11 Hereon	Lot 11 Hereon		Lots 1-15 & 29 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.	9A	Lot 11 Hereon	Lot 11 Hereon	Lots 1-10 & 12-30 Hereon
	5G 5I	Lot 8 Hereon	Lots 1-3 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.		8C	Lot 17 Hereon	Lot 17 Hereon		Lots 1-15 & 29 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.	9B	Lot 17 Hereon	Lot 17 Hereon	Lots 1-16 & 18-30 Hereon
5C 5D 5E	Lot 7 Hereon	Lots 1-3 Hereon & Secs 7, 10, 11, 13 & 14 BLK XIII Benger S.D.	5B 5D	Lot 7 Hereon	Lot 7 Hereon	Lots 1-6 & 8-30 Hereon	5A	Lot 8 Hereon	Lot 8 Hereon	Lots 1-7 & 9-30 Hereon			
7J	Lot 13 Hereon	Lot 9 Hereon											

Survey Class: III unless otherwise shown as IV
 Total Area: _____
 Comprised in: See Sheet 1 of 12
 I, Geoffrey William Bates of Dunedin, being a person entitled to practice as a licensed cadastral surveyor, certify that the surveys to which this dataset relates are accurate, and that the boundaries of the lots or parcels of land are in accordance with the provisions of the Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002/2.
 (b) This dataset is accurate and has been created in accordance with the Act and those Rules.
 Date: 30/8/07
 Field Book: _____ Traverse Book: _____
 Reference Plans: _____
 Examined: _____ Correct: _____
 Approved as to survey by Land Information NZ on: 3/4/2009
 Deposited by Land Information NZ on: 14/5/2010
 File 6454 Received Instructions DP389879

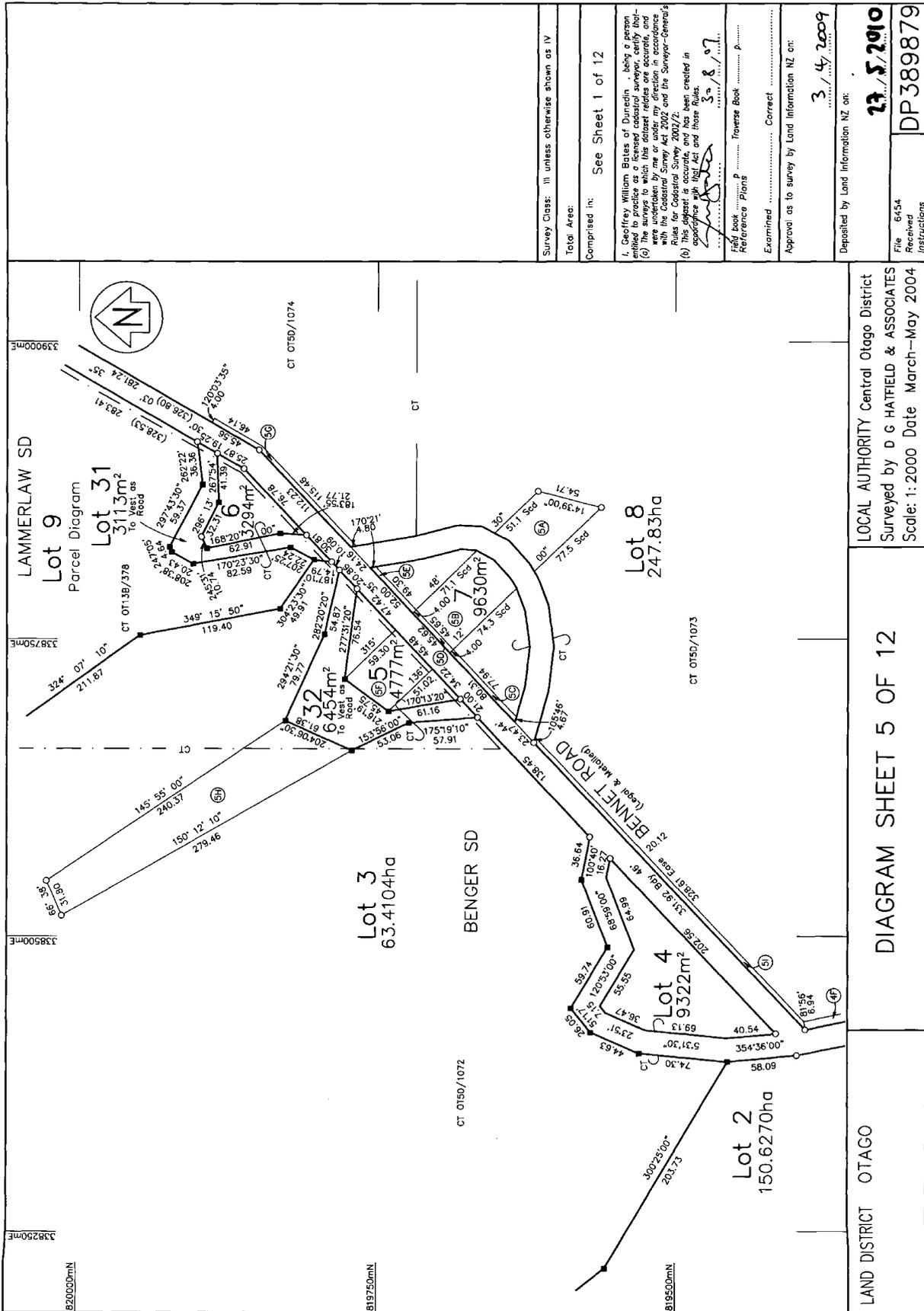
LAND DISTRICT OTAGO
MEMORANDUM OF EASEMENTS
SHEET 2 OF 12
 LOCAL AUTHORITY Central Otago District
 Surveyed by D G HATFIELD & ASSOCIATES
 Date March-May 2004



Notes:
Refer to Diagram Sheet 12 of 12 for all diagrams shown on this plan.

Survey Class: III unless otherwise shown as IV
 Total Area:
 Comprised in: See Sheet 1 of 12
 I, Geoffrey William Bates of Dunedin, being a person entitled to practice as a licensed cadastral surveyor, certify that the surveys to which this dataset relates are accurate, and were made in accordance with the Survey Act 2002 and the Survey Regulations 2002/2.
 (b) This dataset is accurate, and has been created in accordance with that Act and those Rules.
 Filed Book: 30/8/07
 Transvers Book: p.....
 Reference Plans: Correct
 Examined: Correct
 Approved as to survey by Land Information NZ on: 3/4/2009
 Deposited by Land Information NZ on: 29/8/2010
 File 6454 Received Instructions DP389879

LAND DISTRICT OTAGO
 DIAGRAM SHEET 4 OF 12
 LOCAL AUTHORITY Central Otago District
 Surveyed by D G HATFIELD & ASSOCIATES
 Scale: 1:10000 Date March-May 2004



Survey Class: III unless otherwise shown as IV

Total Area: See Sheet 1 of 12

Comprised in: See Sheet 1 of 12

I, Geoffrey William Bates of Dunedin, being a person entitled to practice as a licensed cadastral surveyor, certify that the survey shown on this plan was undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002/2.

(b) This document is accurate, and has been created in accordance with the Act and these Rules.

Geoffrey William Bates
3/8/07

Field Book P Traverse Book P
Reference Plans P
Examined Correct

Approval as to survey by Land Information NZ on: 3/4/2009

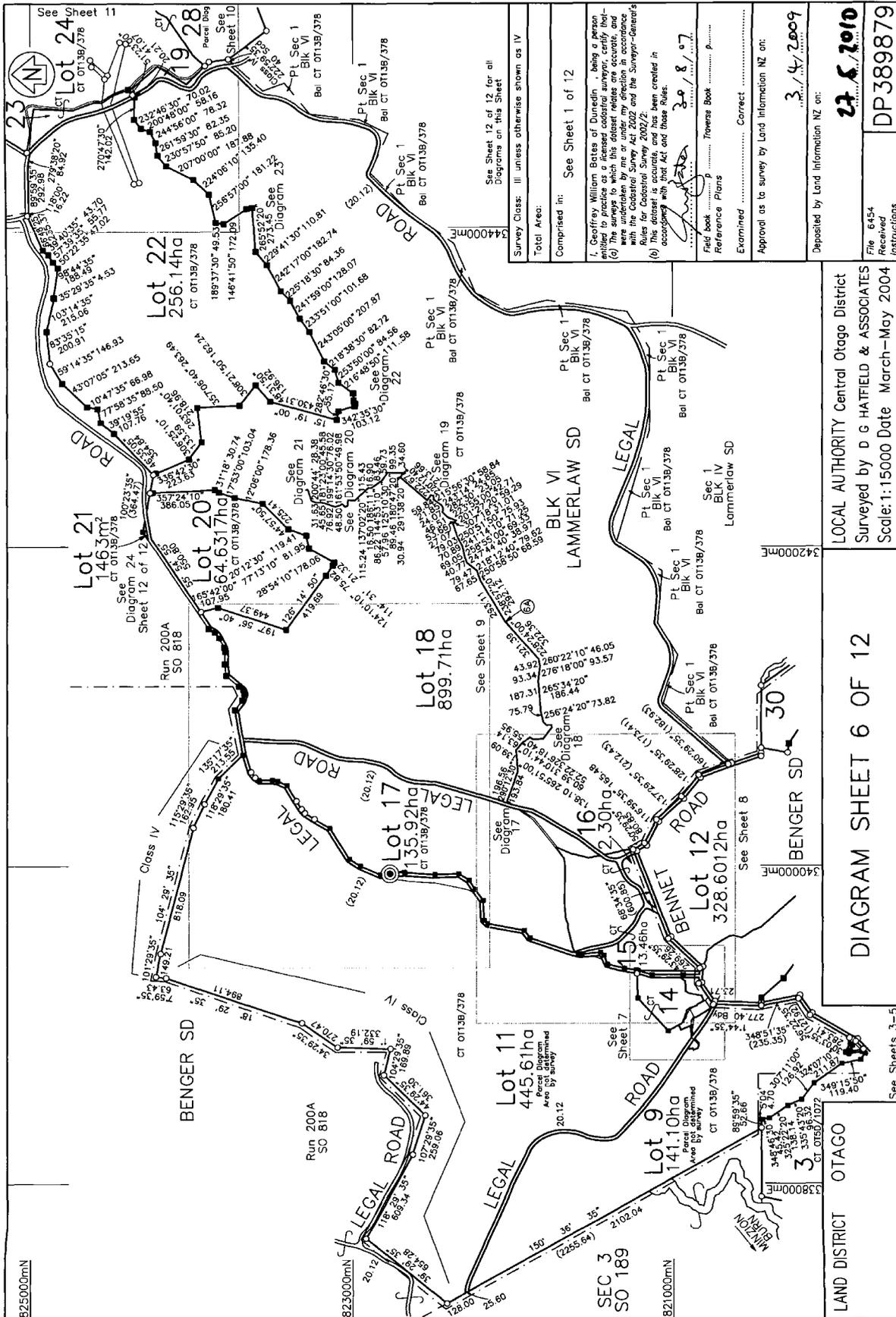
Deposited by Land Information NZ on: 13/5/2010

File 6454
Received DP389879
Instructions

LAND DISTRICT OTAGO

DIAGRAM SHEET 5 OF 12

LOCAL AUTHORITY Central Otago District
Surveyed by D G HATFIELD & ASSOCIATES
Scale: 1:2000 Date March-May 2004



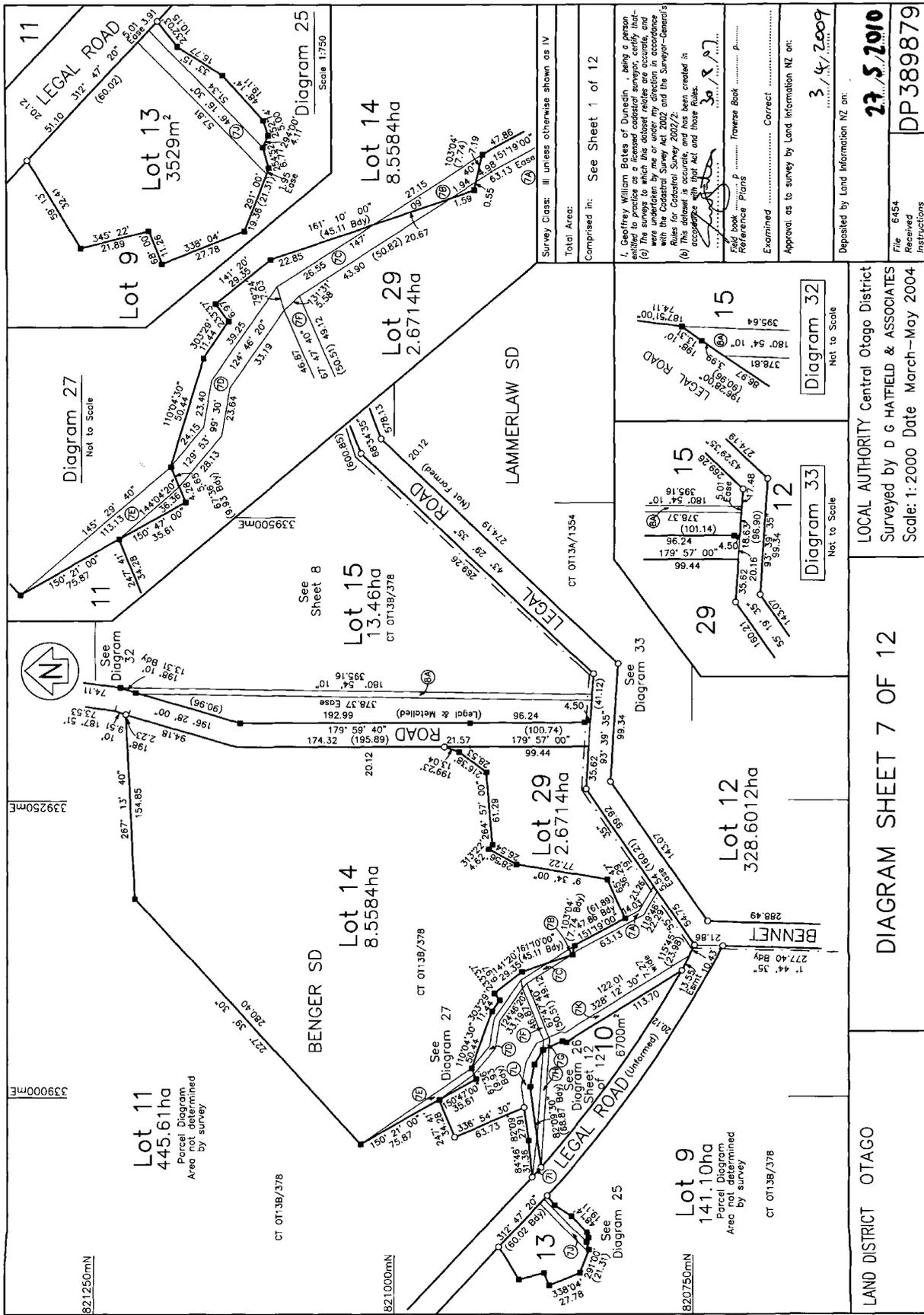
Survey Class: III unless otherwise shown as IV	
Total Area:	See Sheet 12 of 12 for all Diagrams on this Sheet
Comprised in:	See Sheet 1 of 12
I, Geoffrey William Bates of Dunedin, being a person entitled to practice as a licensed cadastral surveyor, certify that the survey to which this diagram relates is accurate, and with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2.	
(b) This dataset is accurate, and has been created in accordance with that Act and these Rules.	
Field Book:	30807
Reference Plans:	Traverse Book
Examined:	Correct
Approval as to survey by Land Information NZ on:	
Deposited by Land Information NZ on:	3/4/2009
27/5/2010	
File 6454 Received Instructions	DP389879

DIAGRAM SHEET 6 OF 12

LOCAL AUTHORITY Central Otago District
 Surveyed by D G HATFIELD & ASSOCIATES
 Scale: 1:15000 Date March-May 2004

OTAGO
 LAND DISTRICT

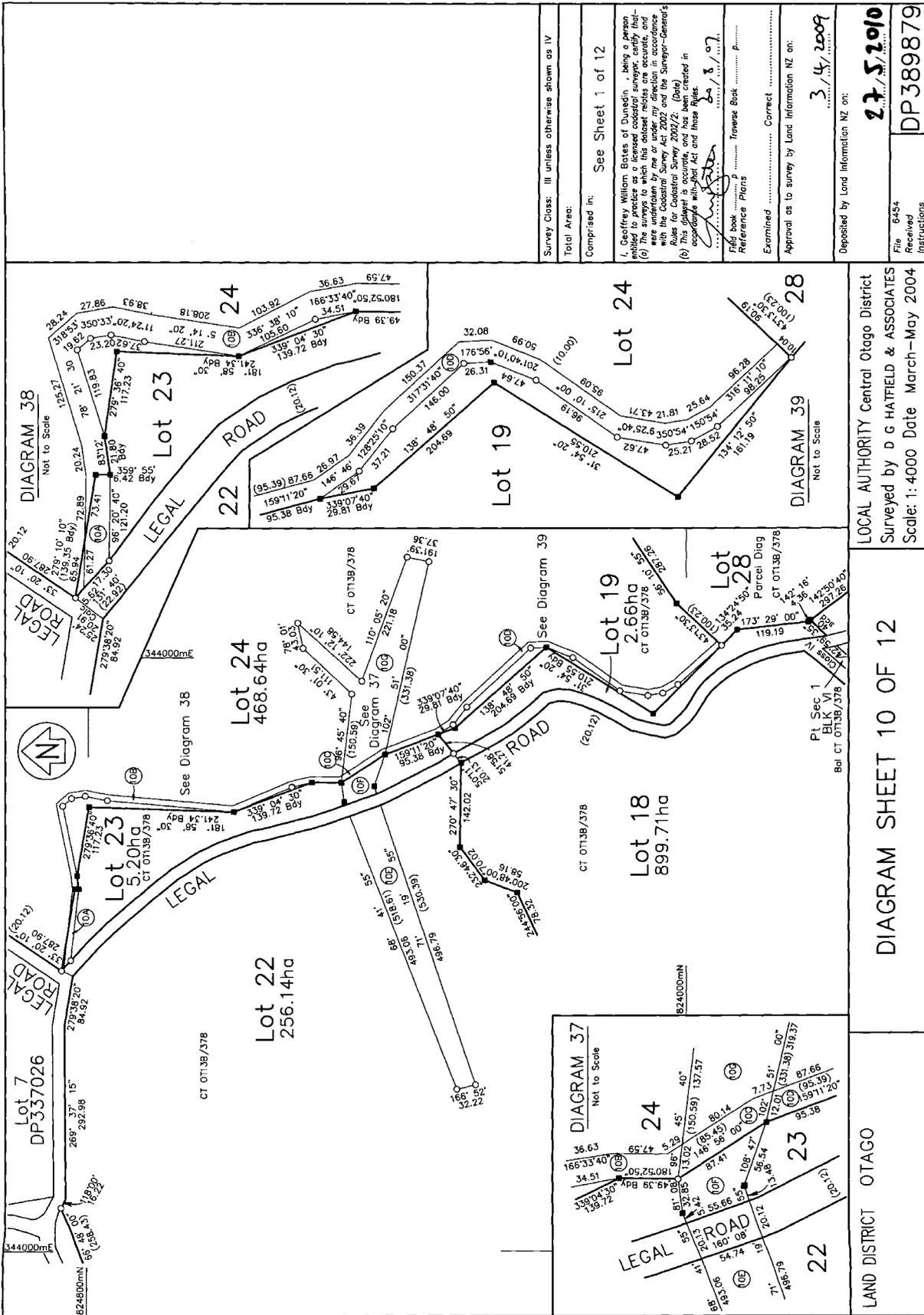
See Sheets 3-5



LOCAL AUTHORITY Central Otago District
Surveyed by D G HATFIELD & ASSOCIATES
Scale: 1:2000 Date March-May 2004

DIAGRAM SHEET 7 OF 12

LAND DISTRICT OTAGO

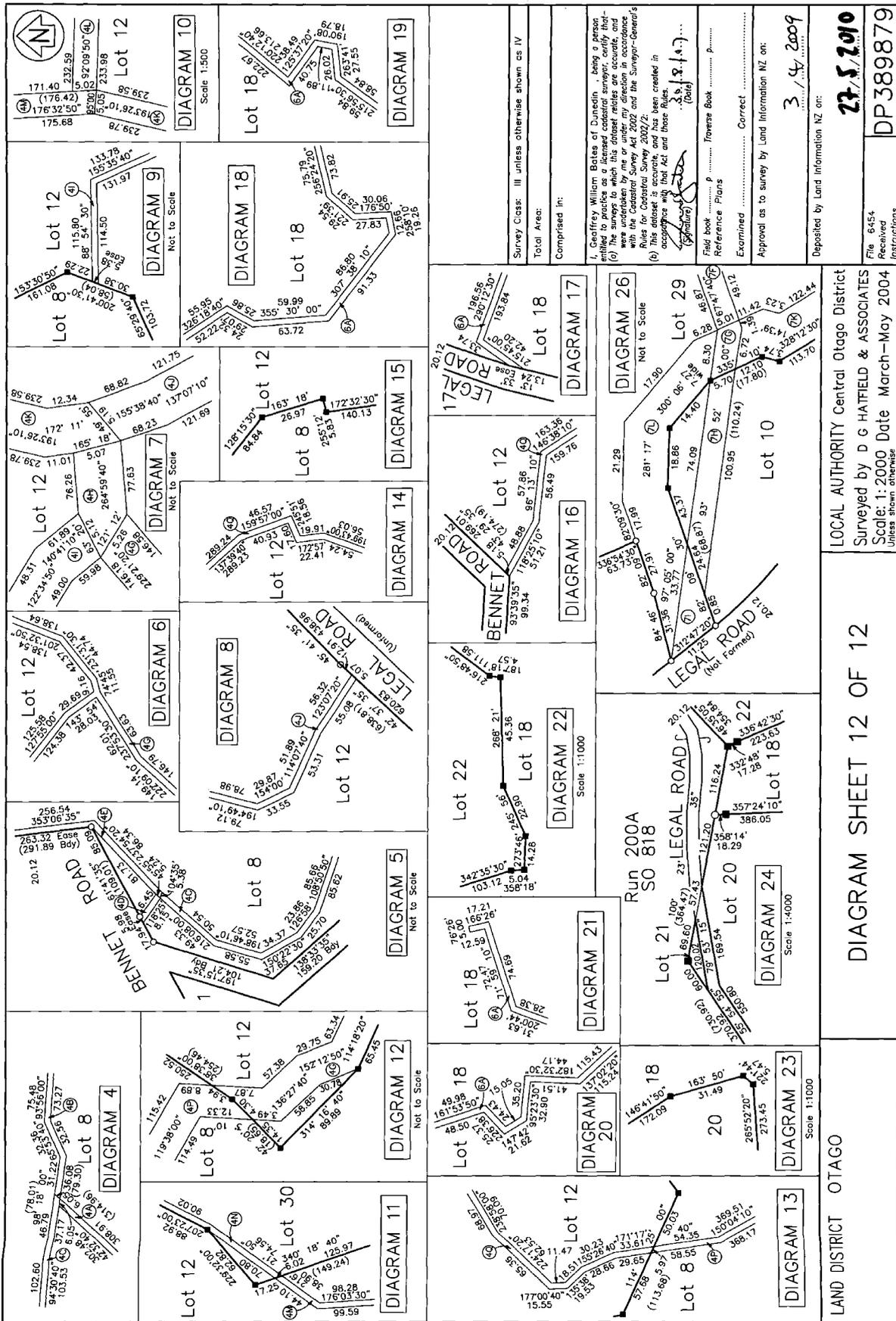


LOCAL AUTHORITY Central Otago District
 Surveyed by D G HAIFIELD & ASSOCIATES
 Scale: 1:4000 Date March-May 2004

DIAGRAM SHEET 10 OF 12

LAND DISTRICT OTAGO

Survey Class: III unless otherwise shown as IV
Total Area:
Comprised in: See Sheet 1 of 12
1. Geoffrey William Bates of Dunedin - being a person entitled to practice as a licensed cadastral surveyor, duly qualified to do so in accordance with the provisions of the Cadastral Survey Act 2002 and the Surveyor-General's Regulations 2002 (the Act) (date of qualification 20/03/07)
(b) This diagram was prepared in accordance with the Act and these Rules.
Field Book: Traverse Book
Reference Plans: Correct
Examined: Correct
Approval as to survey by Land Information NZ on: 3/4/2009
Deposited by Land Information NZ on: 27/5/2010
File 6454
Received Instructions DP389879



LAND DISTRICT OTAGO

DIAGRAM SHEET 12 OF 12

LOCAL AUTHORITY Central Otago District
 Surveyed by D G HATHFIELD & ASSOCIATES
 Scale: 1:2000 Date March-May 2004
 Unless shown otherwise

Deposited by Land Information NZ on: **23/5/2010**
 File 6454 Received **3/4/2009**
 DP 389879

I, Geoffrey William Bates of Dunedin being a person entitled to practice as a licensed cadastral surveyor, certify that (a) the surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Regulations 2003, and (b) this information has been checked in accordance with that Act and these Rules.

(Signed) *[Signature]* (Date) **30/8/09**

Field book p Folio Book p
 Reference Plans
 Examined Correct
 Approved as to survey by Land Information NZ on:

Survey Class: III unless otherwise shown as IV
 Total Area:
 Comprised in:



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier 14666
Land Registration District Otago
Date Issued 24 September 2001

Prior References
OT13C/134

Estate Fee Simple
Area 590.0000 hectares more or less
Legal Description Section 2 Block IX Long Valley Survey
District

Registered Owners
Grafton Farm Limited

Interests

Subject to Part IV A Conservation Act 1987

Subject to a right to convey water in gross over part marked as a black line on the diagram attached to Transfer in favour of Teviot Irrigation Company Limited created by Transfer 882546 - 19.5.1995 at 10:26 am

11385107.6 Mortgage to Bank of New Zealand - 29.3.2019 at 5:15 pm



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier OT14C/754
Land Registration District Otago
Date Issued 03 July 1992

Prior References
OT5D/577

Estate Fee Simple
Area 7438.0767 hectares more or less
Legal Description Section 18 Block XII and Section 1 Block XIII Upper Taieri Survey District and Part Section 2 Block XIII Upper Taieri Survey District and Part Section 1 Block XII Long Valley Survey District and Section 18, 26, 28, 30, 41 Survey Office Plan 22593 and Section 1 Survey Office Plan 21588 and Section 3 Survey Office Plan 21589

Registered Owners
Andrew Keith Hore and S C Nominees 2020 Limited

Interests
Subject to Section 3 Petroleum Act 1937
Subject to Section 8 Atomic Energy Act 1945
Subject to Section 3 Geothermal Energy Act 1953
Subject to Section 6 Mining Act 1971
Subject to Section 8 Mining Act 1971
Subject to Section 5 Coal Mines Act 1979
Subject to Section 261 Coal Mines Act 1979
Subject to Part IV A Conservation Act 1987
823875 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 17.2.1993 at 9.25 am
967493.1 Transfer creating the following easements - 13.5.1999 at 2.25 pm

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
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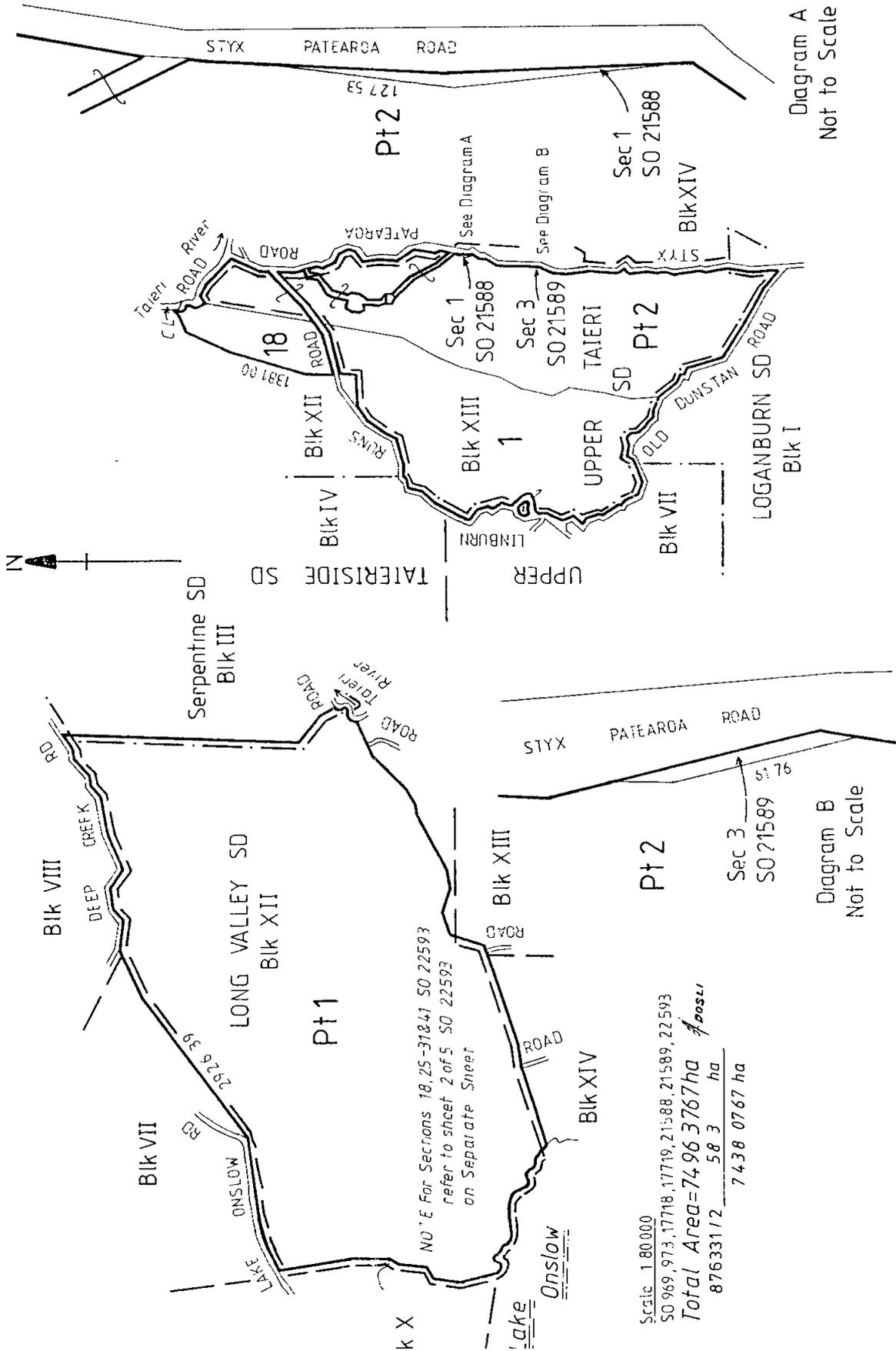
Right of way	Section 18 Block XII Upper Taieri Survey District, Section 1 and Part Section 2 Block XIII Upper Taieri Survey District, Part Section 1 Block XII	D SO 21587	Section 2 Survey Office Plan 21587, Section 3-4 Survey Office Plan 21588, Section 1 Survey Office Plan 21589, Section 3-4 Survey Office Plan 21590 and Section 1 Survey Office Plan 21591 - CT OT18B/1174
Right of way	Section 18 Block XII Upper Taieri Survey District, Section 1 and Part Section 2 Block XIII Upper Taieri Survey District, Part Section 1 Block XII Long Valley Survey District, Section 18, Section 26, Section 28, Section 30 and Section 41 Survey Office Plan 22593, Section 1 Survey Office Plan 21588, Section 3 Survey Office Plan 21589 and Part Section 1 Survey Office Plan 21590 - herein	F SO 21587	Section 2 Survey Office Plan 21587, Section 3-4 Survey Office Plan 21588, Section 1 Survey Office Plan 21589, Section 3-4 Survey Office Plan 21590 and Section 1 Survey Office Plan 21591 - CT OT18B/1174
Right of way	Section 18 Block XII Upper Taieri Survey District, Section 1 and Part Section 2 Block XIII Upper Taieri Survey District, Part Section 1 Block XII Long Valley Survey District, Section 18, Section 26, Section 28, Section 30 and Section 41 Survey Office Plan 22593, Section 1 Survey Office Plan 21588, Section 3 Survey Office Plan 21589 and Part Section 1 Survey Office Plan 21590 - herein	A SO 21588	Section 2 Survey Office Plan 21587, Section 3-4 Survey Office Plan 21588, Section 1 Survey Office Plan 21589, Section 3-4 Survey Office Plan 21590 and Section 1 Survey Office Plan 21591 - CT OT18B/1174

Right of way	Section 18 Block XII Upper Taieri Survey District, Section 1 and Part Section 2 Block XIII Upper Taieri Survey District, Part Section 1 Block XII Long Valley Survey District, Section 18, Section 26, Section 28, Section 30 and Section 41 Survey Office Plan 22593, Section 1 Survey Office Plan 21588, Section 3 Survey Office Plan 21589 and Part Section 1 Survey Office Plan 21590 - herein	G SO 21588	Section 2 Survey Office Plan 21587, Section 3-4 Survey Office Plan 21588, Section 1 Survey Office Plan 21589, Section 3-4 Survey Office Plan 21590 and Section 1 Survey Office Plan 21591 - CT OT18B/1174
Right of way	Section 18 Block XII Upper Taieri Survey District, Section 1 and Part Section 2 Block XIII Upper Taieri Survey District, Part Section 1 Block XII Long Valley Survey District, Section 18, Section 26, Section 28, Section 30 and Section 41 Survey Office Plan 22593, Section 1 Survey Office Plan 21588, Section 3 Survey Office Plan 21589 and Part Section 1 Survey Office Plan 21590 - herein	I SO 21588	Section 2 Survey Office Plan 21587, Section 3-4 Survey Office Plan 21588, Section 1 Survey Office Plan 21589, Section 3-4 Survey Office Plan 21590 and Section 1 Survey Office Plan 21591 - CT OT18B/1174

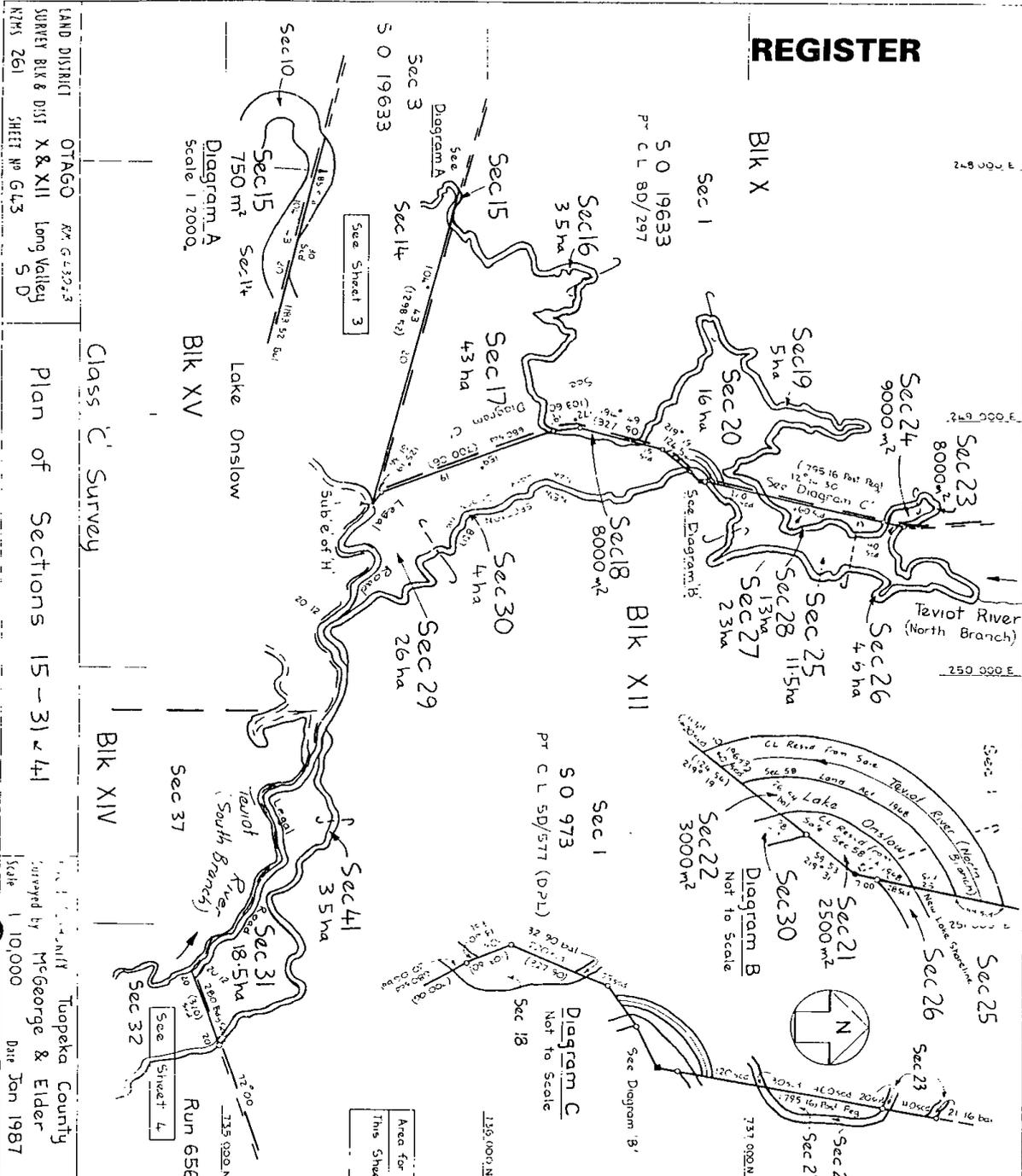
Right of way	Section 18 Block XII Upper Taieri Survey District, Section 1 and Part Section 2 Block XIII Upper Taieri Survey District, Part Section 1 Block XII Long Valley Survey District, Section 18, Section 26, Section 28, Section 30 and Section 41 Survey Office Plan 22593, Section 1 Survey Office Plan 21588, Section 3 Survey Office Plan 21589 and Part Section 1 Survey Office Plan 21590 - herein	J SO 21588	Section 2 Survey Office Plan 21587, Section 3-4 Survey Office Plan 21588, Section 1 Survey Office Plan 21589, Section 3-4 Survey Office Plan 21590 and Section 1 Survey Office Plan 21591 - CT OT18B/1174
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11841956.7 Mortgage to ASB Bank Limited - 31.3.2021 at 8:41 am

12092848.1 Certificate pursuant to Section 417 Resource Management Act 1991 to Linnburn Station Limited - 29.4.2021 at 3:42 pm



REGISTER



LAND DISTRICT OTAGO
 SURVEY BIX & DIST X & XII Long Valley
 KMS 261 SHEET NO G43

Class 'C' Survey
 Plan of Sections 15-31 & 41

Surveyed by McGeorge & Elder
 Date Jan 1987
 Scale 1:10,000

Approved As to Layout
 Property Manager - Landcorp
 16/11/87

Sections 15 to 31 & 41
 formerly Pt Sec 1 Bix X and
 Pt Sec 1 Bix XII
 Long Valley S D

Bearings adopted from S O 19633
 have been corrected by -01'00"
 to Geodetic

Sections 15, 16, 18, 19, 21, 23, 26, 28, 30
 are Crown Land, Reserved from 1st
 Sale, Sec 58, Land Act 1982, generally
 20m wide

DATUM Geodetic 1949
 CIRCUIT North Tairāri
 Coordinates from false origin
 700,000 mN 300,000 mE

Area for Sheet 2 142.325 ha
 This Sheet comprised of Pt C L 50/577 (DPL) and
 Pt C L 50/577 (D.S.L.)

Geographic Robertson Elder of Alexander
 & Co. Surveyors and Engineers, Dunedin, is
 the Surveyor for this plan. It is certified that
 the plan was prepared from a survey conducted
 by me or under my direction and that both plan and survey are
 correct and true in accordance with the Survey
 Act 1976. My signature and seal are hereunto
 appended. Witness my hand and seal this 9th
 day of February 1988. Signature: *[Signature]*
 of 27/2/88

Field Book 2500 & 59-74 Transit Book 42 & 121-122
 Reference Pins SO 910, 911, 572, 573, 574, 575, 576, 577, 578, 579

Examiner under 72/1987
 Approved as to Survey
 16/11/87
 Deposited this 16th day of 11/1987
 District Land Registrar
 SO 22503

1949 Sheet 255

View Instrument Details



Instrument No 11846031.1
Status Registered
Date & Time Lodged 29 September 2020 15:18
Lodged By Conway, Trudy Ann
Instrument Type Easement Instrument



Affected Records of Title	Land District
589511	Otago

Annexure Schedule Contains 13 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

Signature

Signed by Trudy Ann Conway as Grantor Representative on 29/09/2020 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 Trudy Ann Conway as Grantee Representative on 29/09/2020 03:16 PM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Sanddale Farm Limited

Grantee

Kitale Farms Limited

Grant of Easement or *Profit à prendre*

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) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Forestry Right		589511	In gross

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

~~Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007~~

The implied rights and powers are hereby ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~{Memorandum number _____, registered under section 209 of the Land Transfer Act 2017}~~

[The Forestry Right contains the provisions set out in Annexure Schedule 1.]

Annexure Schedule 1

Background

- A. The Grantor is the registered owner of the Land.
- B. The Grantor has agreed to grant a forestry right (within the meaning of the Forestry Rights Registration Act 1983) to the Grantee in accordance with this Agreement.

This Agreement records

1. Definitions

Term	Meaning
Access Ways	those parts of the Land used for access as at the date of this Agreement
Commencement Date	The date this Agreement is signed by the parties
Crop	The Douglas Fir trees growing or to be planted on the Woodlot
Expiry Date	When terminated under the provisions of this Agreement
Land	Tima Burn Road, Teviot comprised in Record of Title 589511 and legally described as Lot 1 Deposited Plan 456324 and Lot 1, Lot 5 Deposited Plan 337026 containing 526.5047 hectares more or less (fee simple)
Payment plus GST	\$1.00 per annum excluding GST
Payment Provisions	On each anniversary of the Commencement Date
Retained Area	That part of the Land which is not the Woodlot
Term	The term of this Forestry Right as fixed by clause 5.1
Woodlot	That part of the Land coloured green on the attached plan

2. Grant of Forestry Right

- 2.1 The Grantor grants to the Grantee pursuant to the provisions of the Forestry Rights Registration Act 1983 (**Act**) a sole and exclusive forestry right in gross for the Term to maintain and harvest the Crop on the Woodlot in accordance with the provisions of this Agreement.

3. Grantee's Rights

- 3.1 The Grantee, and persons authorised by the Grantee, have the right to:
- (a) use the Access Ways;
 - (b) use any existing tracks, roads, bridges, culverts and other facilities on the Land;
- for the purposes of exercising the Forestry Right only.
- 3.2 Subject always to clause 14.2, the Grantee, and persons authorised by the Grantee, have the right to:
- (a) maintain and bring the Crop to maturity; and
 - (b) harvest and stockpile the Crop on the Woodlot.
- 3.3 Subject always to clause 14.2, the Grantee has the right to do anything on the Land which in the Grantee's reasonable opinion is necessary or desirable to enjoy the full benefits of this Forestry Right.
- 3.4 The Grantee must comply with the provisions of clauses 8 and 9 when exercising any of the rights above.

4. Forestry Right under the Act

- 4.1 (a) The Forestry Right set out in this Agreement is a forestry right in terms of the Act and is accordingly deemed to be a profit a prendre.
- (b) The Grantor's covenants are forestry covenants in terms of the Act.
- (c) The Grantor and Grantee will respectively take all necessary or desirable steps to have this Forestry Right registered against the title to the Land.
- 4.2 (a) The Grantor will obtain the consent of any mortgagee or other encumbrancer of the Land to this Forestry Right and its terms.
- (b) The Grantee's obligations to make any payment under this Agreement will be deferred until 21 days after this Forestry Right has been registered in the appropriate District Land Registry.
- 4.3 This Forestry Right relates to the Crop and no other species of tree.

5. Term of Right

- 5.1 This Forestry Right will commence on the Commencement Date and must end no later than the Expiry Date, which will be on the earlier of either completion of the harvesting of the Crop, the happening of an event in clause 15, or other event of termination as set out in this Agreement.
- 5.2 (a) The trees on the Woodlot may be harvested in coupes (**Coupes**) over a period of time.
- (b) The boundaries of each of the Coupes and the time period and sequence during which the Coupes are harvested will be decided by the Grantor.

(c) Once the Crop within each of the Coupes is harvested and that area is left in the condition required in clause 8.2 then this Forestry Right shall end in respect of that area.

5.3 If this Forestry Right ends in respect of the area of any of the Coupes the Grantee may still use the existing tracks, roads, bridges, culverts and other facilities on those areas for the purposes of exercising the remainder of the Forestry Right.

5.4 This Forestry Right and the Assignment of Right to Carbon Credits dated on or about the date of this Forestry Right (**Assignment Agreement**) are interdependent so that one shall not be dealt with without the other. In the event the Assignment Agreement is terminated or expires for any reason, this Forestry Right shall automatically terminate on such date of termination or expiry of the Assignment Agreement.

6. **Payments**

6.1 The Grantee will pay the Payment to the Grantor in accordance with the Payment Provisions.

6.2 The Grantee will pay goods and services tax (or any similar tax) on all payments made by the Grantee in terms of this Forestry Right where the payments are levied with the tax.

7. **Rates, Taxes and Other Assessments**

7.1 The Grantor will pay all rates and other assessments and all charges for water, gas and electricity payable in respect of the Land except where such charges for utilities are incurred by the Grantee.

8. **Grantee's responsibilities in respect of the Woodlot**

8.1 Subject always to clause 14.2, The Grantee will comply with all statutes and bylaws affecting the Woodlot in exercising this Forestry Right. The Grantee will obtain all necessary consents and permits in connection with the planting, maintenance and harvesting of the Crop including (but not in limitation) all necessary consents under the Resource Management Act 1991.

8.2 In harvesting the Crop from the Woodlot the Grantee will fell all standing trees, and will leave all slash and other debris (clear of landings and water tables) within the boundaries of the Woodlot.

9. **Grantee to Cause as Little Inconvenience as Practicable**

9.1 The Grantee will use the Access Ways as the sole means of obtaining access to the Woodlot.

9.2 In exercising the Forestry Right, the Grantee and those persons authorised by the Grantee will cause as little interference as is practicable to the Grantor's use and enjoyment of the Land.

- 9.3 If the Grantee uses any part of the Retained Area other than the Access Ways it will promptly restore that part of the Retained Area to its previous condition when its use is no longer required.
- 9.4 When this Forestry Right ends all culverts, bridges, tracks and other improvements carried out by the Grantee (excluding buildings) and remaining on the Land will become the property of the Grantor.
- 9.5 The Grantee will inform the Grantor from time to time of the Grantee's intended activities on the Land.

10. Fire and Disease Precautions

- 10.1 The Grantor and the Grantee will, in carrying out their respective operations on the Land, take all proper and reasonable precautions to prevent:
- (a) the spread of fire onto or from the Woodlot. They must each comply with the provisions of the Fire and Emergency New Zealand Act 2017; and
 - (b) the spread of any disease or anything else which may materially and adversely affect the Crop or the Grantor's activities on the Land.

11. Fencing and Grazing of Woodlot

- 11.1 (a) The Grantor will erect a fence around the boundaries of the Woodlot (and each separate part) which are not already adequately fenced.
- (b) The fence must be sufficient to exclude grazing animals.
- (c) The Grantor will maintain the fencing around the Woodlot in good condition.

12. Notice of Transfer

- 12.1 (a) The Grantor will give the Grantee written notice of the disposal of any interest in the Land by the Grantor.
- (b) The notice must be given at least 30 days before completion of the disposal and must include the name and address of the new owner.
- 12.2 The Grantor will ensure that any agreement for the disposal of any interest in the Land includes notice of the terms of this Forestry Right.

13. Deposit of Plan

- 13.1 The Grantor may at any time deposit a plan to define the area of the Woodlot pursuant to section 5(2) of the Act.
- 13.2 The other party will take all necessary or desirable steps to facilitate such deposit.
- 13.3 All costs involved in depositing the plan will be paid by the party who initials the deposit of the plan.

14. Ownership of Trees

- 14.1 The property in all trees growing on the Woodlot at the date of this Forestry Right is and will remain vested in the Grantor despite any rule of law or in equity to the contrary.
- 14.2 Notwithstanding anything to the contrary contained in clause 2.1 or elsewhere in this Agreement:
- (a) The Grantee shall not be entitled to undertake any maintenance or harvesting of the Crop on the Woodlot without the prior written consent of the Grantor;
 - (b) The Grantee shall not be entitled to remove or take any harvested Crop or timber from the Woodlot, with the rights being granted to the Grantee to solely be a right to maintain and harvest the Crop on the Woodlot provided the Grantee ensure that the Crop and any harvested timber remain on the Woodlot at all times; and
 - (c) Ownership of the Crop and the right to remove any harvested timber shall at all times remain with the Grantor and all profits in respect of the Crop shall be for the Grantor's sole benefit.

15. Termination for Destruction or Damage

- 15.1 If the trees growing on the Woodlot or a substantial part of them are destroyed or so badly affected that they are (in the Grantor's opinion) unsuitable for commercial use, the Grantor may advise the Grantee accordingly.
- 15.2 This Forestry Right will then terminate.
- 15.3 The Grantor will not be required to make any rebated refund of the Payment if this Forestry Right ends under this clause 15.

16. Default Interest

- 16.1 Either party who fails to pay any payment due to the other under this Forestry Right on the due date will pay interest on the amount in arrears at the rate of:
- (a) 6% per annum; plus
 - (b) the 90 day bill rate (current on the due date for payment),
- calculated from the due date to the date of actual payment.
- 16.2 For the purposes of clause 16.1 the **90 day bill rate** is the 90 day bank bill buy rate disclosed on Reuters screen page BKBM (or its successor page) at 11 am.
- 16.3 This clause 16 does not prejudice any other rights or remedies of either party.
- 16.4 (a) If judgment is given for any amount payable under this Forestry Right the amount (including legal costs) will be deemed a payment due under clause 16.1 on the date of the judgment.
- (b) The interest payable accordingly forms part of the judgment.

17. Force Majeure

- 17.1 (a) Neither party breaches this Forestry Right if its breach is caused by any reason beyond the control of that party (**force majeure**).
- (b) But force majeure does not include any event which that party could have prevented, or overcome by reasonable care.
- 17.2 If either party cannot perform its duties and obligations under this Forestry Right because of a force majeure event, that party must give full details of the reason to the other in writing.
- 17.3 (a) This Forestry Right will be suspended while force majeure continues.
- (b) As soon as force majeure ceases, the party relying upon it must give written advice to the other.
- (c) If force majeure continues for more than 90 days and substantially affects the commercial basis of this Forestry Right, the parties agree to consult about what action to take in the circumstances.
- (d) If appropriate, they must negotiate in good faith to modify the Forestry Right to allow it to proceed.
- (e) If the negotiations are unsuccessful, the party claiming relief under this clause can end the Forestry Right with 30 days' written notice to the other party.

18. Dispute Resolution – Mediation

- 18.1 A party must use the mediation procedure to resolve a dispute before commencing legal proceedings.
- 18.2 The mediation procedure is:
- (a) The party who wishes to resolve a dispute must give a notice of dispute to the other party.
- (b) The notice of dispute must state that the dispute has arisen, and state the matters in dispute.
- (c) When the notice of dispute has been given the parties will appoint a mediator and if they fail to agree the mediator will be appointed by the president of the New Zealand Law Society or the president's nominee.
- (d) The parties must co-operate with the mediator in an effort to resolve the dispute.
- (e) The mediator may engage an appropriately qualified expert to give an opinion on technical matters. The cost will be a mediator's cost (clause 18.2(h)).
- (f) If the dispute is settled, the parties must sign a copy of the terms of the settlement.
- (g) If the dispute is not resolved within 14 days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease.

- (h) Each party must pay a half share of the costs of the mediator's fee and costs.
- 18.3 The terms of settlement are binding on the parties and override the terms of this Agreement if there is any conflict.
- 18.4 Either party may commence legal proceedings when mediation ceases under clause 18.2(g).
- 18.5 The terms of settlement may be tendered in evidence in any mediation or legal proceedings.
- 18.6 The parties agree that written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during the mediation period are not admissible by the recipient in any legal proceedings.
- 18.7 The provisions of clause 18.1 will not apply to an application by either party seeking urgent interlocutory relief from any court.
- 18.8 Pending resolution of any dispute the parties will perform this Forestry Right in all respects including performance of the matter which is the subject of dispute.

19. Notices

- 19.1 (a) Any notice or other communication (**notices**) given under this Forestry Right must be in writing.
- (b) It may be served personally or sent to any of the relevant party's last known communication points.
- (c) Each party will notify the other in writing of their communication points and any changes to them.
- 19.2 Notices are deemed served at the following times:
- (a) when given personally, upon delivery;
- (b) when sent by post (other than airmail) or document exchange, 3 business days after posting;
- (c) when sent by airmail outside New Zealand, 5 business days after posting;
- (d) when sent by fax or email upon receipt of the correct answerback or receipt code.
- 19.3 Any notice which has been served on a Saturday, Sunday or public holiday is deemed to be served on the first business day after that day.
- 19.4 A notice may be given by an authorised officer, employee or agent.
- 19.5 (a) Notice may be given personally to a director, employee or agent of the party at that party's address or to a person who appears to be in charge at the time of delivery or according to section 387 to section 390 of the Companies Act 1993.
- (b) If the party is a natural person, partnership or association, the notice may be given to that person or any partner or responsible person. If they refuse to accept the notice, it may be brought to their attention and left in a place

accessible to them or according to Sections 352 to 361 of the Property Law Act 2007.

19.6 Time is of the essence.

20. Termination

20.1 This Forestry Right continues until ended:

- (a) by expiry of the Term or any renewed term (if applicable); or
- (b) by agreement between the parties; or
- (c) in accordance with clause 5, 15 or clause 20.2.

20.2 Either party can end this Forestry Right by notice in writing to the other party (**Termination Notice**) if the other party:

- (a) does not fulfil any of its obligations under this Forestry Right and either:
 - (i) the default is material and cannot be remedied; or
 - (ii) the default can be remedied but has not been 14 days after the other receives written notice of the default but a party cannot end this forestry right under this clause 20.2(a)(ii) if the default is not material or has been remedied before the other party receives the Termination Notice;
- (b) commits an act of bankruptcy or makes any assignment or composition with its creditors;
- (c) becomes liable to be placed in liquidation;
- (d) cannot pay its debts when they fall due, or is deemed not to be able to pay them in accordance with section 287 the Companies Act 1993; or
- (e) suspends payment to its creditors or ceases or threatens to cease operating or convenes a meeting of its creditors to propose a scheme of arrangement with them;
- (f) has a liquidator appointed or its board or shareholders propose or pass a resolution to appoint a liquidator;
- (g) has a receiver, manager or statutory manager appointed;
- (h) has an application for it to be placed in liquidation presented or advertised;
- (i) passes or purports to pass a resolution for it to be placed in liquidation;
- (j) transfers or disposes of a substantial part of its assets for inadequate consideration, or threatens to do so.

20.3 Any termination of this Forestry Right will be without prejudice to the rights of either party arising prior to termination.

20.4 Nothing in clause 20 affects the operation of any clauses in this Forestry Right which are expressed or implied to have effect after its termination.

21. Waiver

- 21.1 If either party delays or does not exercise any right or remedy under this Forestry Right, it is not a waiver of that right or remedy.
- 21.2 The single or partial exercise of any right or remedy under this Forestry Right does not preclude the exercise of any other right or remedy or its further exercise.
- 21.3 The rights and remedies provided in this Forestry Right are cumulative. They do not exclude any rights or remedies provided by law.
- 21.4 Any waiver or consent given by a party must be in writing and will be effective only in the specific instance and for the specific purpose for which it is given.

22. Assignment

- 22.1 The Grantee may assign its interest in this Forestry Right with the written consent of the Grantor provided the proposed assignee first enters into a deed with the Grantor agreeing to observe the Grantee's obligations under this Forestry Right and the Grantee contemporaneously assigns the Assignment Agreement and transfers its rights to any Units (as that term is defined in the Climate Change Response Act 2002) in respect of the Crop to the proposed assignee.
- 22.2 The Grantor may not unreasonably withhold its consent to any assignment and any such assignment will not release the Grantee from its obligations under this Forestry Right.

23. Warranty

- 23.1 Each party severally warrants to the other that:
- (a) it has full power and authority to enter this Forestry Right and to carry out the transactions which it undertakes in this Forestry Right;
 - (b) the execution, delivery and performance of this Forestry Right has been duly and properly authorised;
 - (c) this Forestry Right has been duly executed and delivered by such party and is a valid and binding document upon such party.

24. Amendment

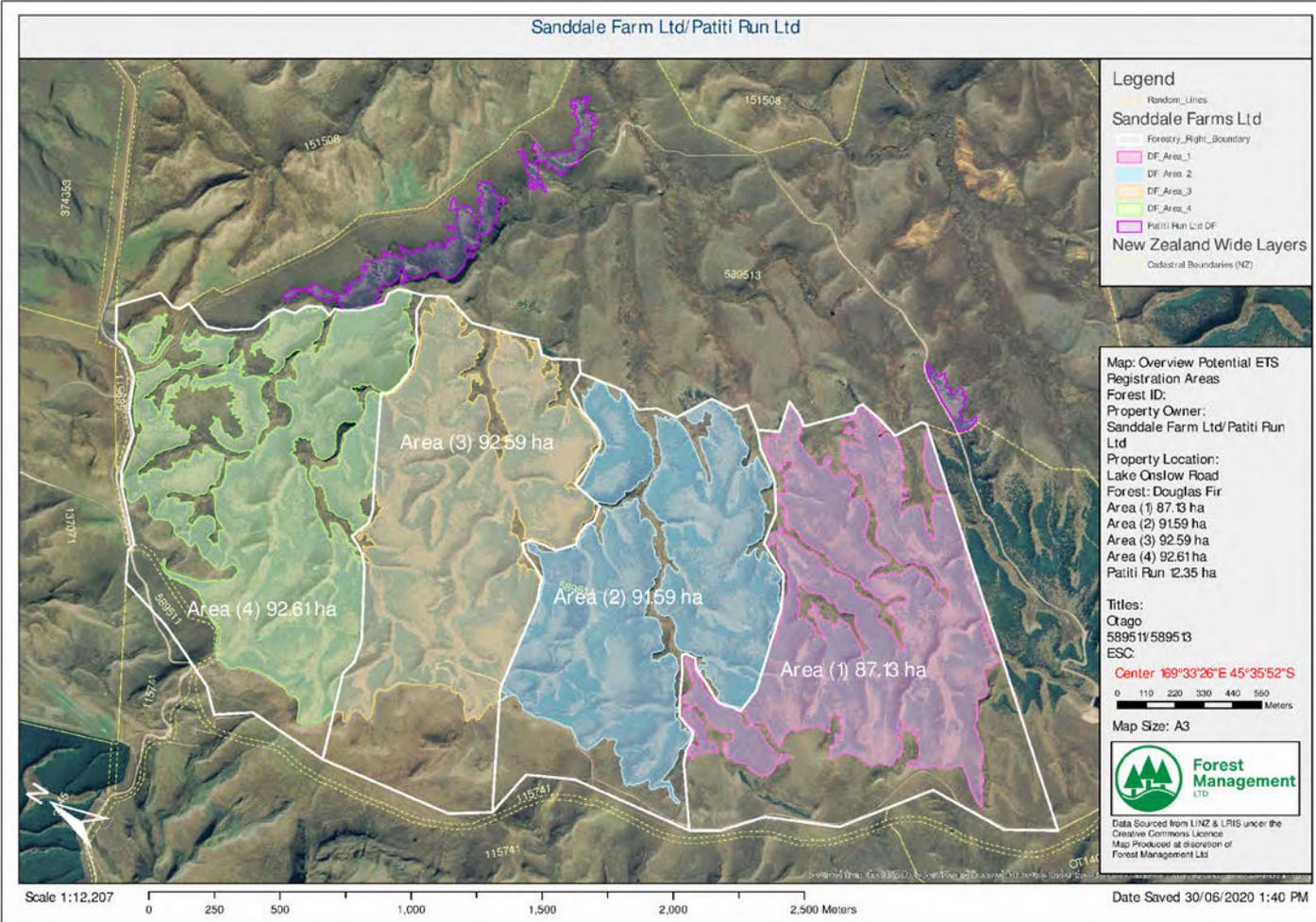
- 24.1 No amendment to this Forestry Right will be effective unless it is in writing and signed by the parties to this Forestry Right.

25. Severability

- 25.1 Any illegality unenforceability or invalidity in this Forestry Right will not affect the rest of it which will remain in full force and effect unless the commercial interests of either party are materially and adversely affected.

26. Interpretation

- 26.1 A reference to any party includes that party's executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both.
- 26.2 The liability of each party where more than one person is involved will be joint and several.
- 26.3 In this Forestry Right reference to any statutory provision includes any provision which amends or replaces it and any legislation made under it.





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
LEASEHOLD
Search Copy**



R. W. Muir
Registrar-General
of Land

Identifier **OT386/92**
Land Registration District **Otago**
Date Registered 21 October 1958 02:29 pm

Prior References
OT335/37 OT335/38

Type	Lease under s83 Land Act 1948		
Area	10921.7231 hectares more or less	Term	33 years commencing on 1.7.1952 and renewed for a further 33 years commencing on 1.7.1985 and renewed for a further 33 years commencing on 1.7.2018

Legal Description Section 4 Block IV Cairnhill Survey District and Run 566 and Section 1-2 Survey Office Plan 24757

Registered Owners
Little Valley Station Limited

Interests

495661 Transfer creating the following easement - 5.5.1978 at 1.40 pm

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Drain sewage	Run 566 - herein	e-f-g-h DP 16213	Lot 1-3 Deposited Plan 16213 - CT OT371/231	Section 37(1)(a) Counties Amendment Act 1961

752807 Memorandum fixing (for the first 11 years) the annual rental at \$4,950.00 calculated on a rental value of \$330,000.00 - 26.4.1990 at 9.17 am

806615 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 5.6.1992 at 10.25 am

937764.2 Variation of the terms and covenants herein - 8.10.1997 at 12.14 pm

5013375.2 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 1.12.2000 at 3:41 pm

9619184.1 Advice under section 23I(6) of the Crown Pastoral Land Act 1998 that the base carrying capacity of the within pastoral lease is 1683 stock units - 17.1.2014 at 7:00 am

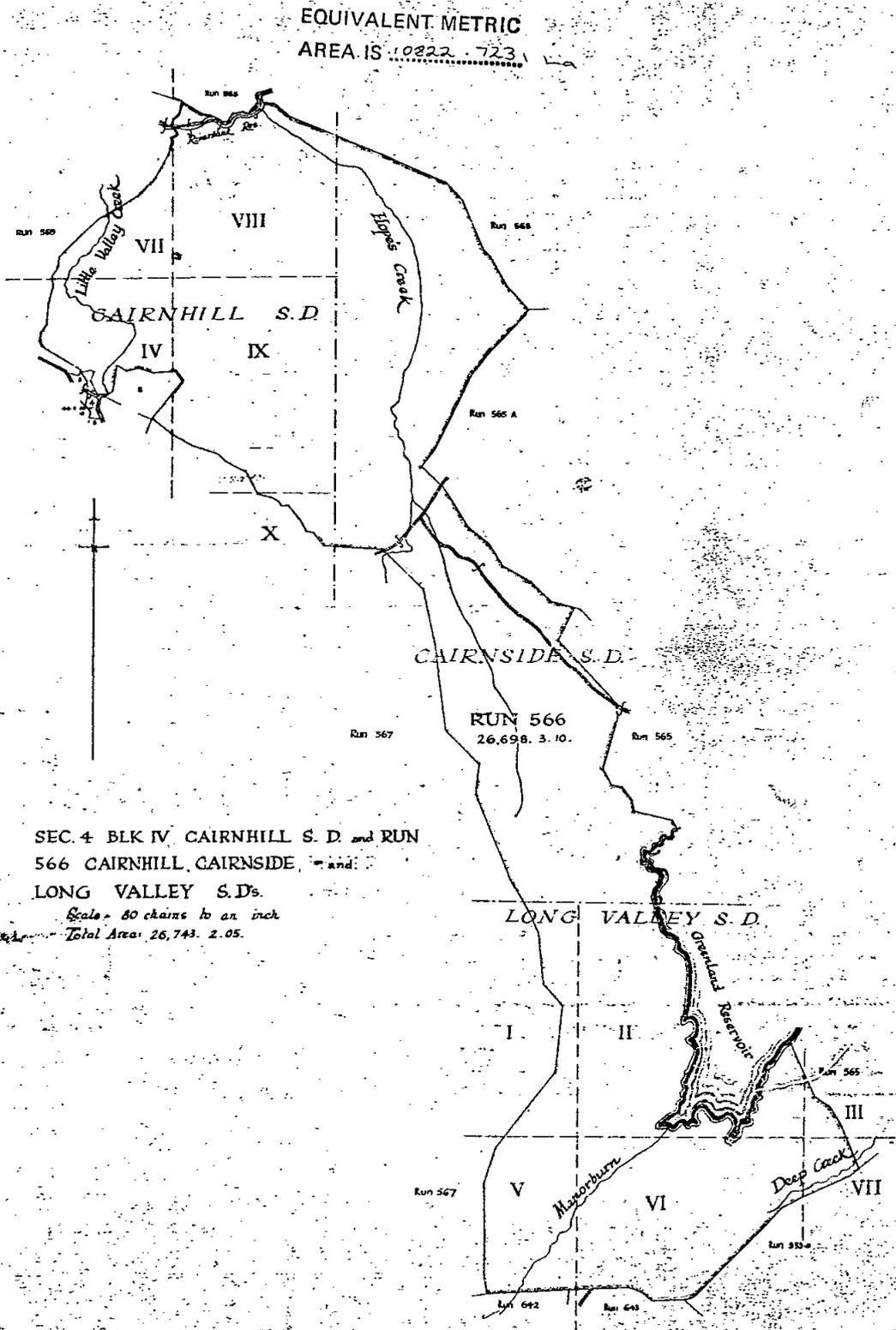
Appurtenant hereto is a right to convey water created by Deed of Grant of Easement 10100939.1 embodied in the register as CIR 703378 - 23.6.2015 at 7:00 am

11128289.1 Renewal of and variation of the terms of the within Lease for a further term of 33 Years commencing on 1.7.2018 - 28.5.2018 at 7:00 am

Subject to Part IV A Conservation Act 1987

EQUIVALENT METRIC
AREA IS 10222.723

hereunto set his
Leasee.
so long as
on the carrying
and permit the
permission so
the event of a
the right is
566 without payment



SEC. 4 BLK IV CAIRNHILL S. D. and RUN
566 CAIRNHILL, CAIRNSIDE, and
LONG VALLEY S.D.s.
Scale - 80 chains to an inch
Total Area: 26,743.2.05.



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier OT14C/90

Land Registration District Otago

Date Issued 18 May 1992

Prior References

OT362/140

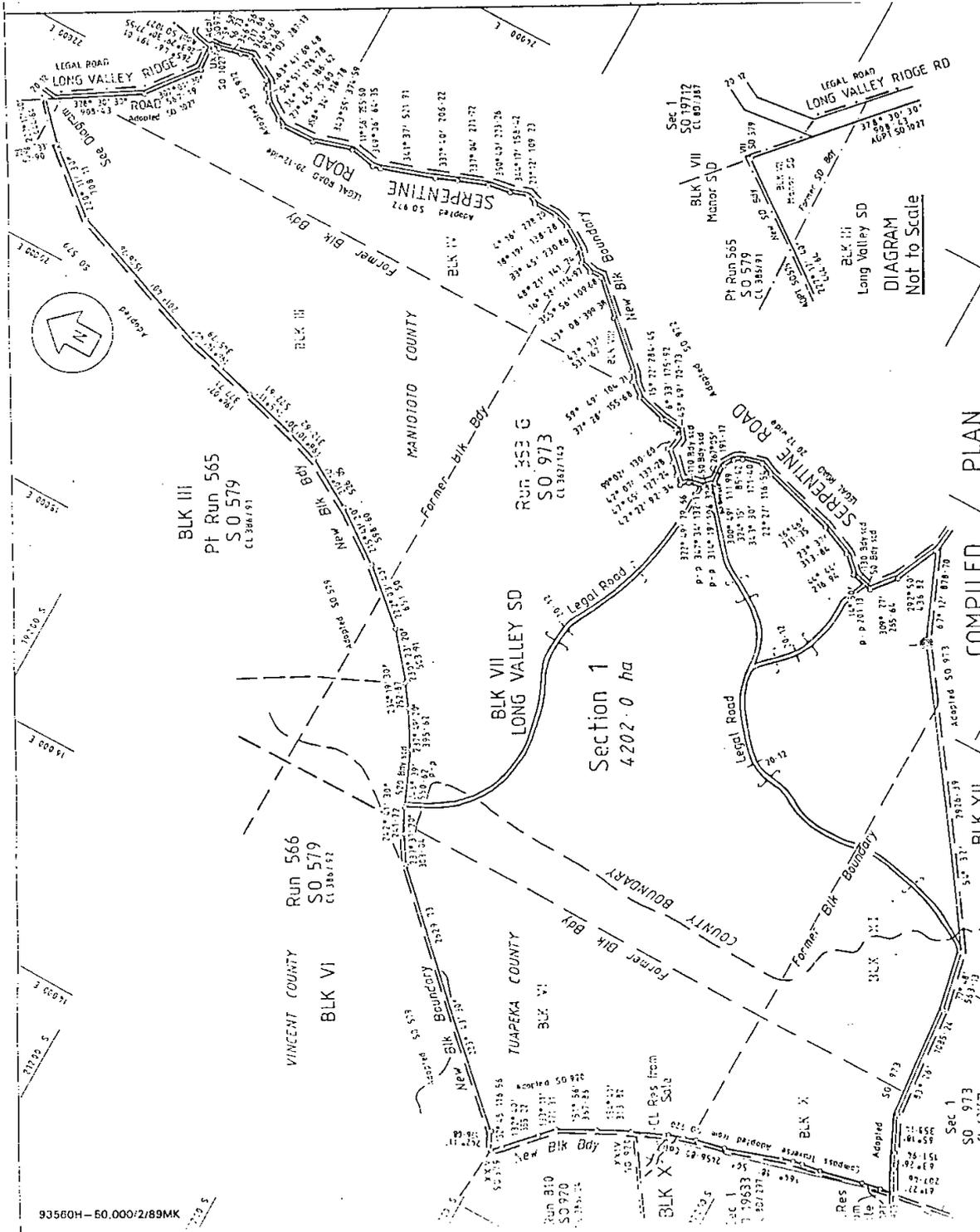
Estate Fee Simple
Area 4202.0000 hectares more or less
Legal Description Section 1 Block VII Long Valley Survey
District

Registered Owners

Marion Phyllis McAtamney, John Henry McAtamney and Polson Higgs Nominees Limited

Interests

Subject to Part IV A Conservation Act 1987
Subject to Section 8 Atomic Energy Act 1945
Subject to Section 3 Geothermal Energy Act 1953
Subject to Section 8 Mining Act 1971
Subject to Section 5 Coal Mines Act 1979
Subject to Section 261 Coal Mines Act 1979
Subject to Section 6 Mining Act 1971
Subject to Section 3 Petroleum Act 1937
11301817.4 Mortgage to ASB Bank Limited - 21.12.2018 at 2:13 pm



TERRITORIAL AUTHORITY VINCENT & TUAPEKA & MANIOTOTO COUNTIES
 Surveyed & Compiled in Survey Office
 Scale 1:25,000 Date October 1985

PLAN
 COMPILED

SECTION 1

AND DISTRICT OTAGO
 SURVEY BLK. & DIST. VII Long Valley SD
 TMS 261 SHT G43.H43 RECORD MAP No G43.B.H43A

93560H-50.000/2/89MK



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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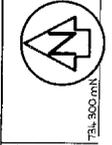
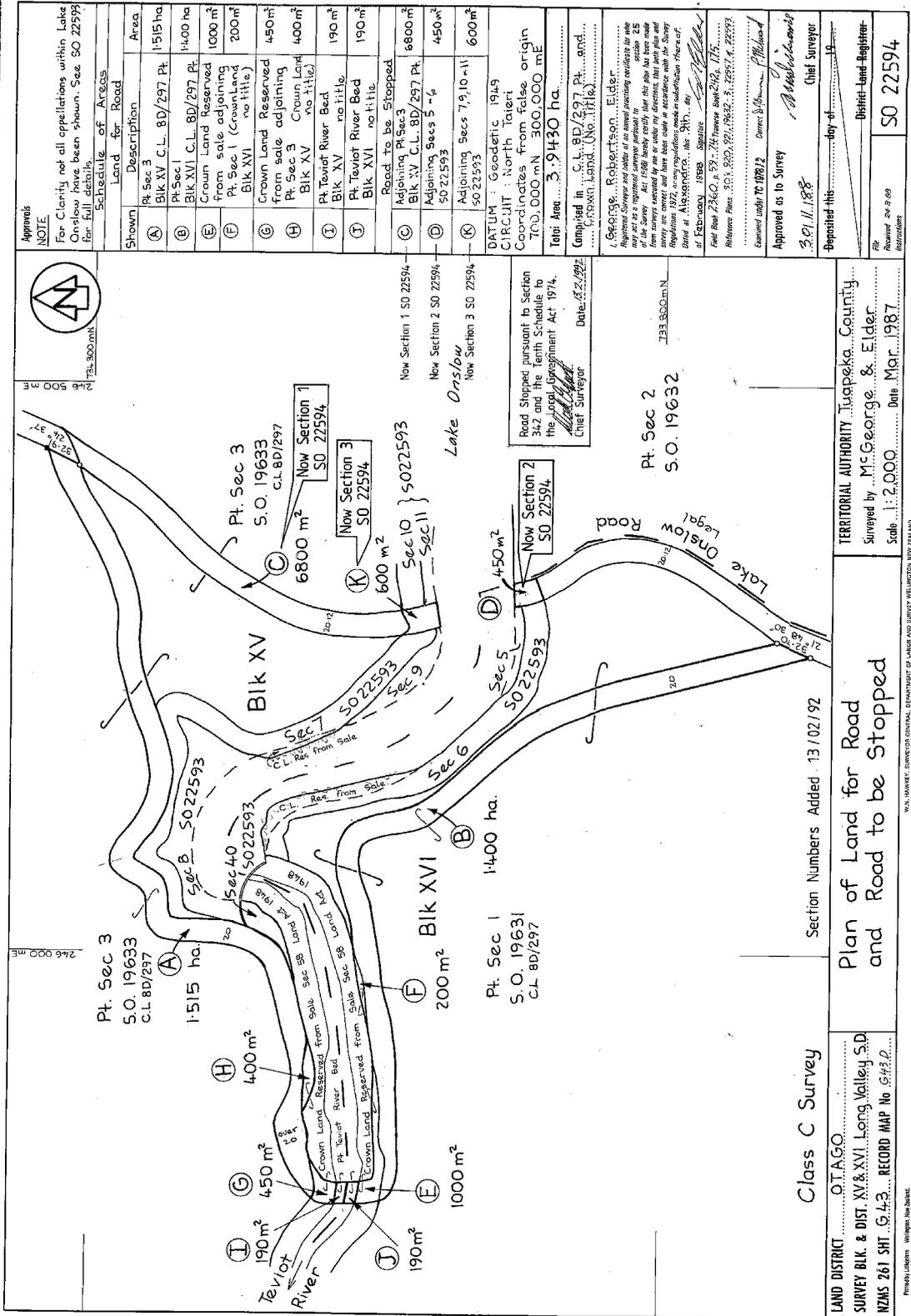

R.W. Muir
Registrar-General
of Land

Identifier **OT14B/498**
Land Registration District **Otago**
Date Issued 21 February 1992

Estate Fee Simple
Area 6800 square metres more or less
Legal Description Section 1 Survey Office Plan 22594
Registered Owners
Minzion Station Limited

Interests

10868818.3 Mortgage to Westpac New Zealand Limited - 10.8.2017 at 10:55 am
12395534.3 Variation of Mortgage 10868818.3 - 9.3.2022 at 9:23 am



Approvals
 NOTE
 For Clarity not all appellations within Lake Onslow have been shown. See SO 22594 for full details.
 Schedule of Areas

Legend:
 (A) Pt. Sec 3
 (B) Pt. Sec 1
 (C) Crown Land Reserved from sale adjoining Pt. Sec 1
 (D) Crown Land Reserved from sale adjoining Pt. Sec 3
 (E) Crown Land Reserved from sale adjoining Pt. Sec 3
 (F) Crown Land Reserved from sale adjoining Pt. Sec 3
 (G) Crown Land Reserved from sale adjoining Pt. Sec 3
 (H) Crown Land Reserved from sale adjoining Pt. Sec 3
 (I) Crown Land Reserved from sale adjoining Pt. Sec 3
 (J) Crown Land Reserved from sale adjoining Pt. Sec 3
 (K) Crown Land Reserved from sale adjoining Pt. Sec 3

Scale: 1:2,000
 Date: 13/02/92

Section Numbers Added 13/02/92

Plan of Land for Road and Road to be Stopped

Class C Survey

LAND DISTRICT O.T.A.G.O.
SURVEY BLK. & DIST. XV & XVI Long Valley S.D.
NZMS 261 SH 643 RECORD MAP No 6432

TERRITORIAL AUTHORITY Tairāpapa County
 Surveyed by **McGeorge & Elder**
 Scale 1:2,000 Date Mar. 1987

Section Numbers Added 13/02/92

Section 1 1400 ha
 Pt. Sec 1 S.O. 19631 C.L. 8D/297

Section 2 450 m²
 Now Section 2 SO 22594

Section 3 600 m²
 Now Section 3 SO 22594

Section 4 600 m²
 Now Section 4 SO 22594

Section 5 450 m²
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Section 6 450 m²
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Section 100 450 m²
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U.S. & FORM 100



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier **137071**
Land Registration District **Otago**
Date Issued 18 February 2004

Prior References
OT14C/1191

Estate Fee Simple
Area 870.0000 hectares more or less
Legal Description Section 2 Survey Office Plan 19695

Registered Owners
Minzion Station Limited

Interests

Subject to Section 11 and 86 Crown Minerals Act 1991
Subject to Part IV A Conservation Act 1987
10454246.13 Mortgage to Westpac New Zealand Limited - 10.6.2016 at 4:30 pm
12395534.4 Variation of Mortgage 10454246.13 - 9.3.2022 at 9:23 am



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

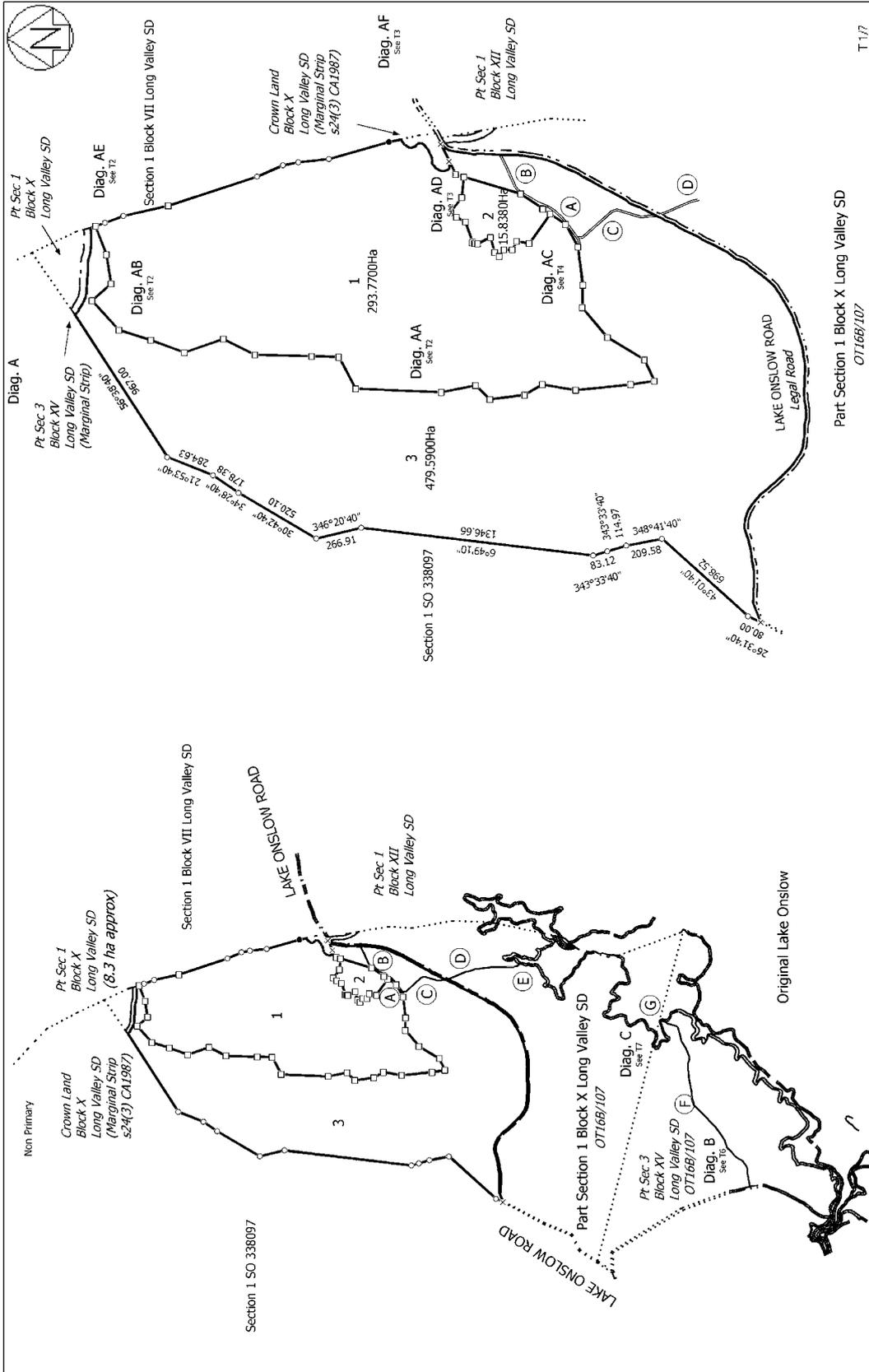
Identifier **575969**
Land Registration District **Otago**
Date Issued 01 June 2012

Prior References
OT16B/107

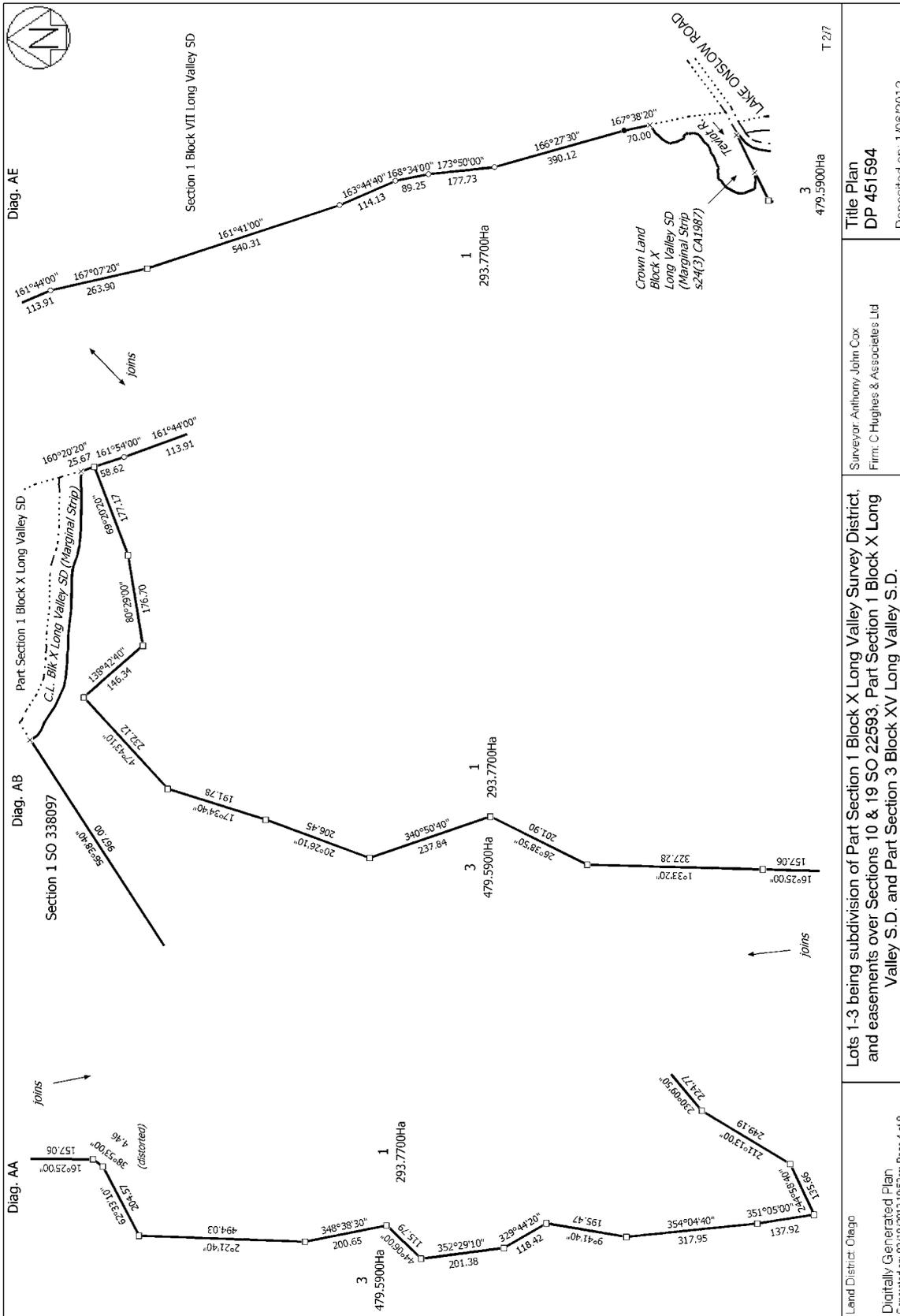
Estate Fee Simple
Area 293.7700 hectares more or less
Legal Description Lot 1 Deposited Plan 451594
Registered Owners
Minzion Station Limited

Interests

Appurtenant hereto is a right of way created by Easement Instrument 9070728.6 - 1.6.2012 at 11:30 am
The easements created by Easement Instrument 9070728.6 are subject to Section 243 (a) Resource Management Act 1991
11621458.2 Mortgage to Westpac New Zealand Limited - 5.12.2019 at 2:34 pm
12395534.2 Variation of Mortgage 11621458.2 - 9.3.2022 at 9:23 am



Land District: Otago	Title Plan DP 451594
Digitally Generated Plan Generated on: 03/10/2012 10:53am Page 3 of 9	Surveyor: Anthony John Cox Firm: C Hughes & Associates Ltd
Lots 1-3 being subdivision of Part Section 1 Block X Long Valley Survey District, and easements over Sections 10 & 19 SO 22593, Part Section 1 Block X Long Valley S.D. and Part Section 3 Block XV Long Valley S.D.	
Part Section 1 Block X Long Valley SD OT168/107	
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Deposited on: 1/06/2012	

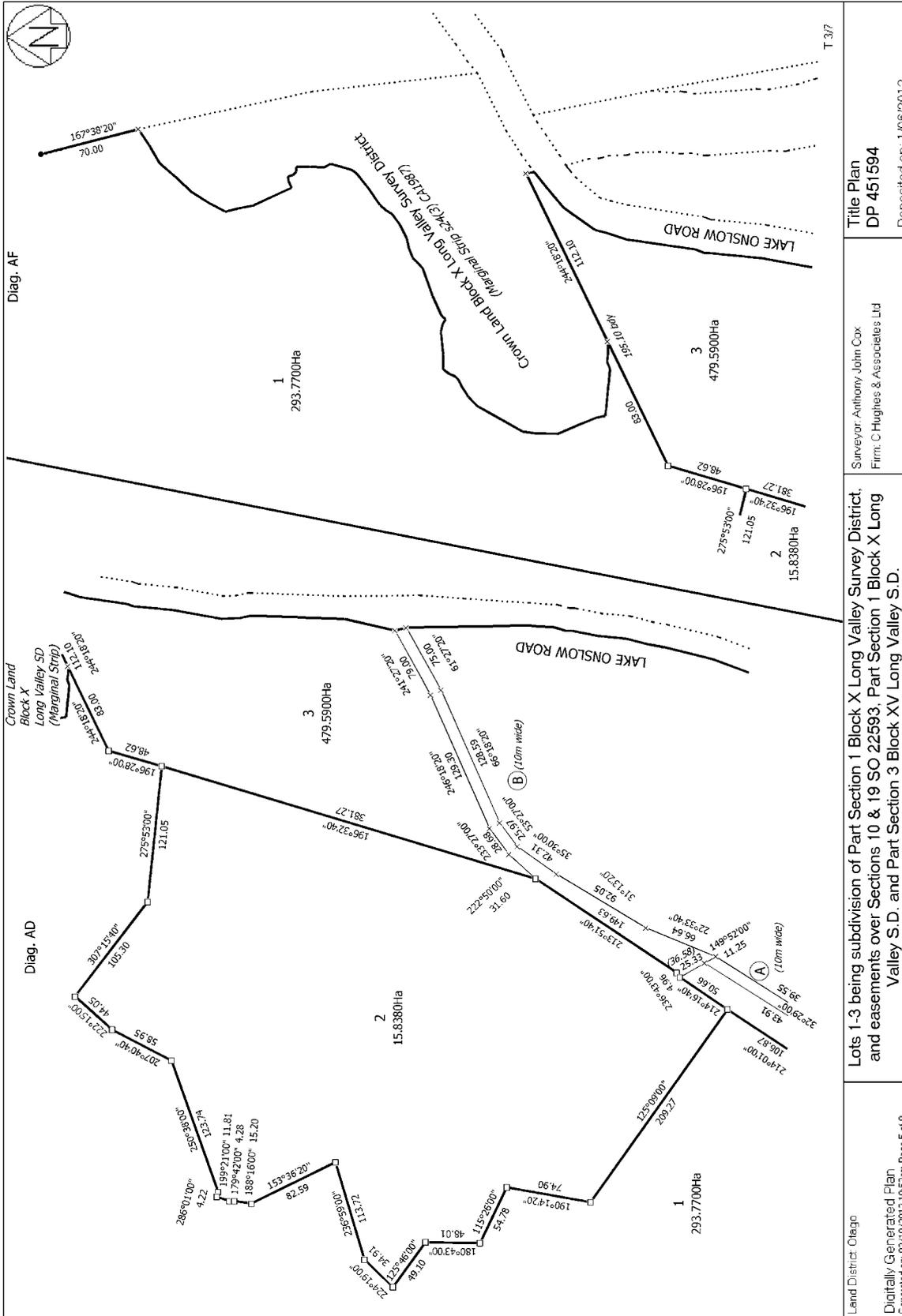


Land District: Otago
 Digitally Generated Plan
 Generated on: 03/10/2012 10:53am Page 4 of 9

Surveyor: Anthony John Cox
 Firm: C Hughes & Associates Ltd

Title Plan
 DP 451594
 Deposited on: 1/06/2012

Lots 1-3 being subdivision of Part Section 1 Block X Long Valley Survey District, and easements over Sections 10 & 19 SO 22593, Part Section 1 Block X Long Valley S.D. and Part Section 3 Block XV Long Valley S.D.

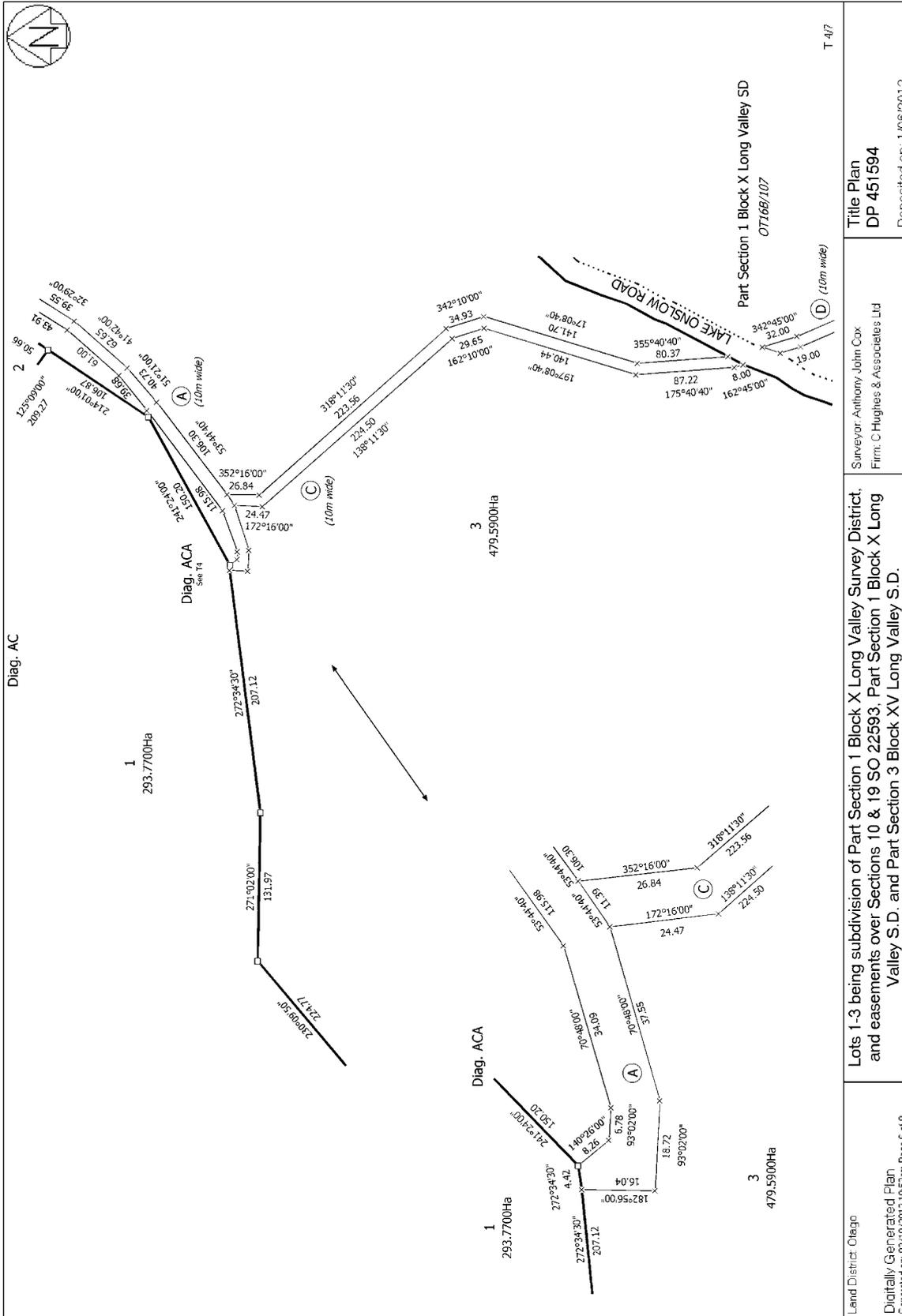


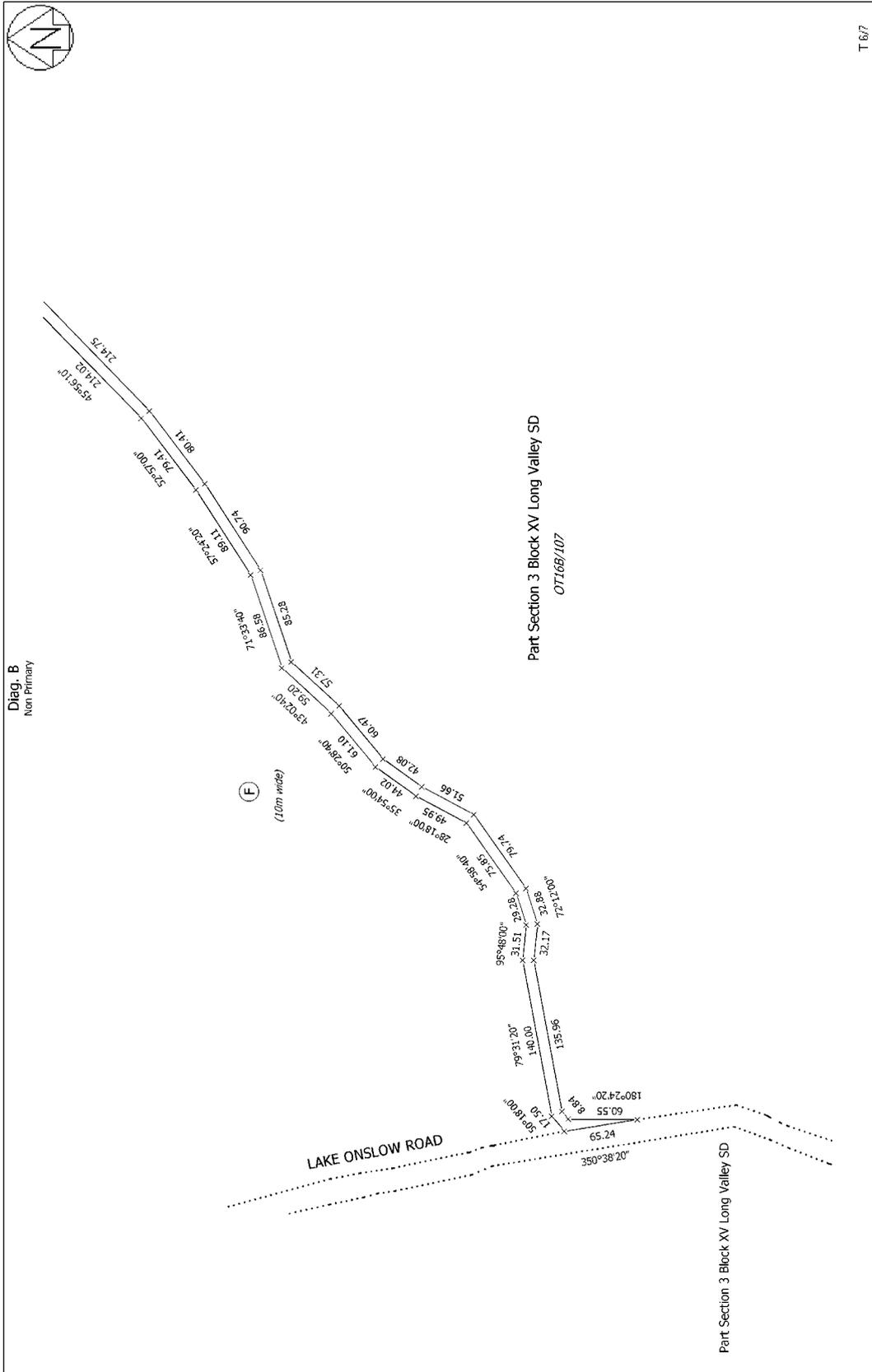
Land District: Otago
 Digitally Generated Plan
 Generated on: 03/10/2012 10:53am Page 5 of 9

Surveyor: Anthony John Cox
 Firm: C Hughes & Associates Ltd

Title Plan
 DP 451594
 Deposited on: 1/06/2012

Lots 1-3 being subdivision of Part Section 1 Block X Long Valley Survey District, and easements over Sections 10 & 19 SO 22593, Part Section 1 Block X Long Valley S.D. and Part Section 3 Block XV Long Valley S.D.





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<p>Land District: Otago Digitally Generated Plan Generated on: 03/10/2012 10:53am Page 6 of 9</p>	<p>Lots 1-3 being subdivision of Part Section 1 Block X Long Valley Survey District, and easements over Sections 10 & 19 SO 22593, Part Section 1 Block X Long Valley S.D. and Part Section 3 Block XV Long Valley S.D.</p>	<p>Surveyor: Anthony John Cox Firm: C Hughes & Associates Ltd</p>	<p>Title Plan DP 451594 Deposited on: 1/06/2012</p>
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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier 374353
Land Registration District Otago
Date Issued 15 November 2007

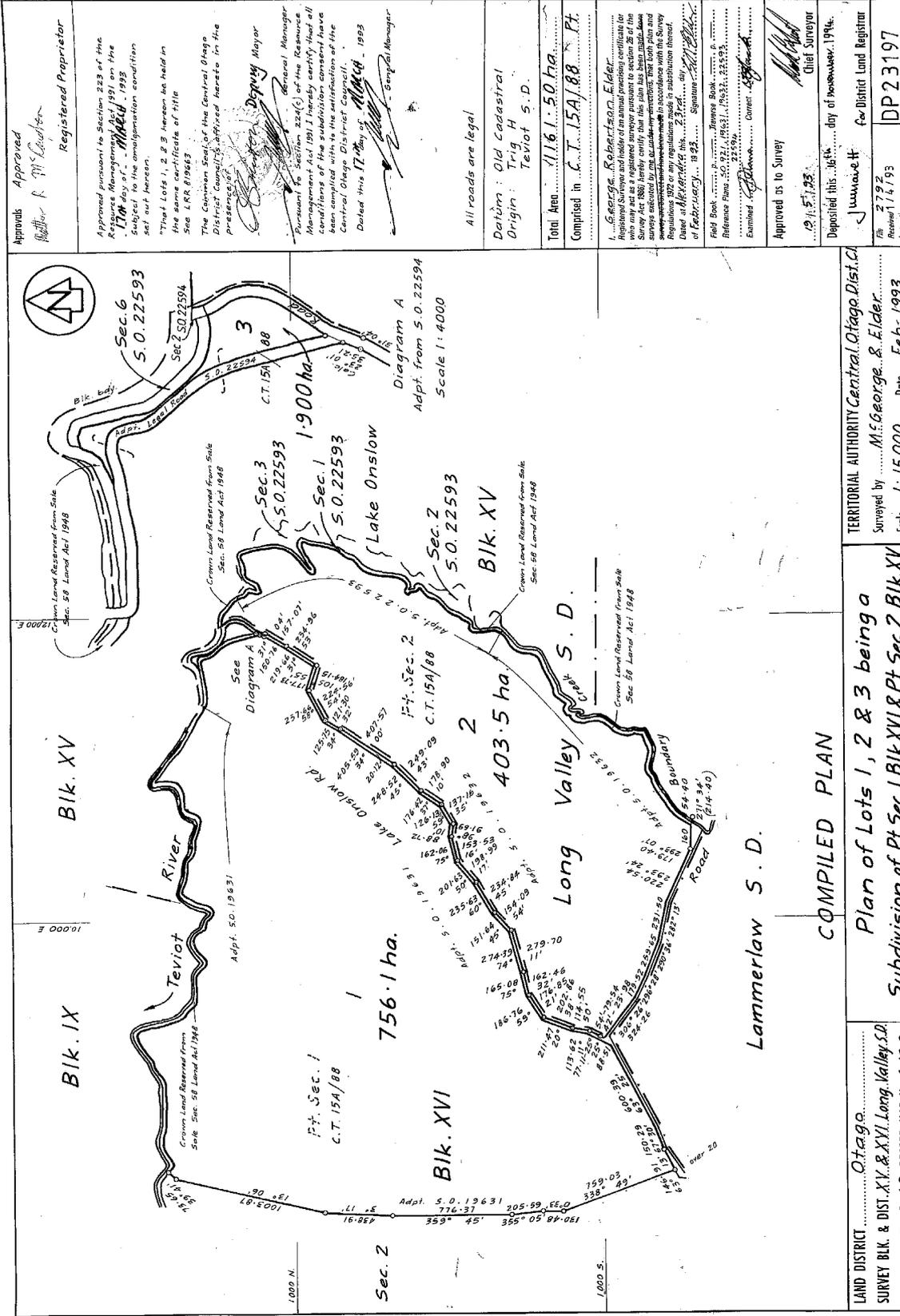
Prior References
OT16B/154

Estate Fee Simple
Area 758.0000 hectares more or less
Legal Description Lot 1, 3 Deposited Plan 23197

Registered Owners
Minzion Station Limited

Interests

Subject to Section 241 (2) Resource Management Act 1991 (see DP 23197)
10454246.13 Mortgage to Westpac New Zealand Limited - 10.6.2016 at 4:30 pm
12395534.4 Variation of Mortgage 10454246.13 - 9.3.2022 at 9:23 am



Approvals Approved
 Registered Proprietor
 [Signature]

Approved pursuant to Section 223 of the Resource Management Act 1991 on the 17th day of March 1993 Subject to the amalgamation condition set out herein.
 That Lots 1, 2 & 3 herein be held in the same certificate of title See L.R.R. 819683
 The Chairman, East of the Central Otago District Council, advised benefits in the proceedings.
 [Signature] Deputy Mayor
 Pursuant to Section 224(c) of the Resource Management Act 1991 I hereby certify that all conditions of the subdivision consent have been complied with.
 Central Otago District Council.
 Dated this 17th day of March 1993
 [Signature] General Manager

All roads are legal
 Datum: Old Cadastral
 Origin: Trig H
 Teviot S.D.

Total Area: 1116.50 ha
 Comprised in C.T. 15A/88 Pt.

I, George Robertson, Elder, Registered Surveyor and holder of an annual practicing certificate for Survey Act 1987, hereby certify that the plan is a true and correct copy of the original plan as shown to me with such and such amendments as were made in accordance with the Survey Regulations 1978 or any regulations made in substitution thereof. Dated at Dunedin this 23rd day of February 1993.
 Signature: [Signature]
 Field Book: [Blank]
 Reference Plans: S.O. 221, 1963, 1963, 22593, 22594, 22595
 Examined: [Signature] Consent: [Signature]

Approved as to Survey
 [Signature] Chief Surveyor
 Deposited this 16th day of November 1993.
 [Signature] for District Land Registrar
 File 2792
 Received 14/193
 Instructions DP 23197

TERRITORIAL AUTHORITY Central Otago Dist. C.
 Surveyed by M.E. George & Elder.
 Scale 1:15,000 Date Feb. 1993

LAND DISTRICT: Otago
 SURVEY BLK. & DIST. XV & XVI Long Valley S.D.
 NZMS 261 SHIT G. 4.3. RECORD MAP No. G. 4.3. D.

CHILLINGHAM

W.A. ROBERTSON, SURVEYOR GENERAL, DISTRICTS OF BUNNETT AND LONG HOLLOWAY, NEW ZEALAND



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier 575971
Land Registration District Otago
Date Issued 01 June 2012

Prior References
OT16B/107

Estate Fee Simple
Area 1511.0920 hectares more or less
Legal Description Section 1, 6-7, 10, 15-16, 19, 21, 23, 40
Survey Office Plan 22593 and Part Section
1 Block X and Part Section 3 Block XV
Long Valley Survey District and Lot 3
Deposited Plan 451594

Registered Owners
Minzion Station Limited

Interests

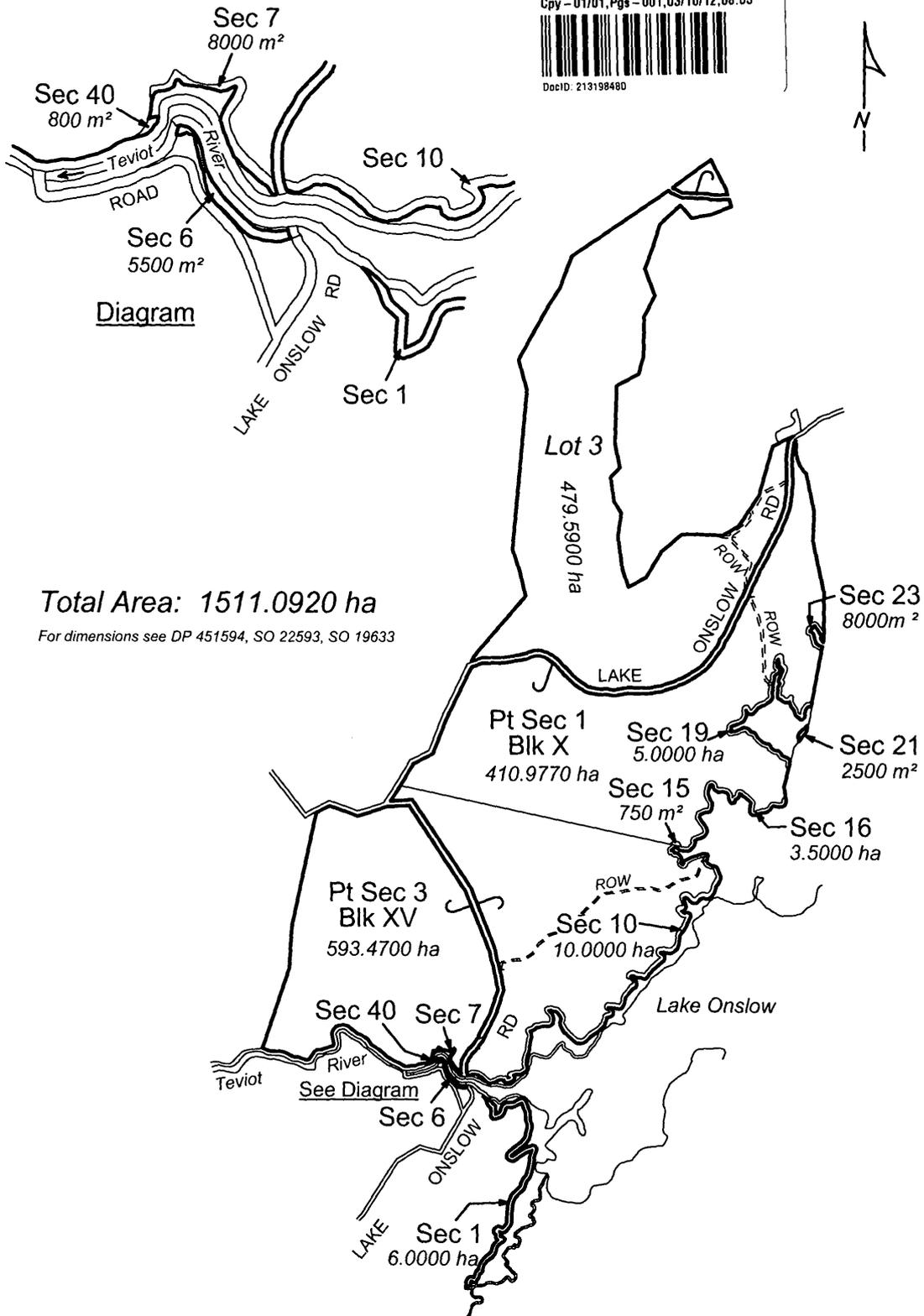
Subject to Section 241(2) Resource Management Act 1991 (affects DP 451594)
Subject to a right of way (in gross) over part Lot 3 DP 451594 marked C, over part Section 1 Block X Long Valley Survey District marked D, over part Section 19 SO 22593 marked E, over part Section 3 Block XV Long Valley Survey District marked F and over part Section 10 SO 22593 marked G all on DP 451594 in favour of Otago Fish and Game Council created by Easement Instrument 9070728.5 - 1.6.2012 at 11:30 am
Subject to a right of way over part Lot 3 DP 451594 marked A and B on DP 451594 created by Easement Instrument 9070728.6 - 1.6.2012 at 11:30 am
The easements created by Easement Instrument 9070728.6 are subject to Section 243 (a) Resource Management Act 1991
10868818.3 Mortgage to Westpac New Zealand Limited - 10.8.2017 at 10:55 am
12395534.3 Variation of Mortgage 10868818.3 - 9.3.2022 at 9:23 am

Title Diagram CT 575971

Cpy - 01/01, Pgs - 001, 03/10/12, 08:53



DocID: 213198480



Total Area: 1511.0920 ha

For dimensions see DP 451594, SO 22593, SO 19633



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier 575970
Land Registration District Otago
Date Issued 01 June 2012

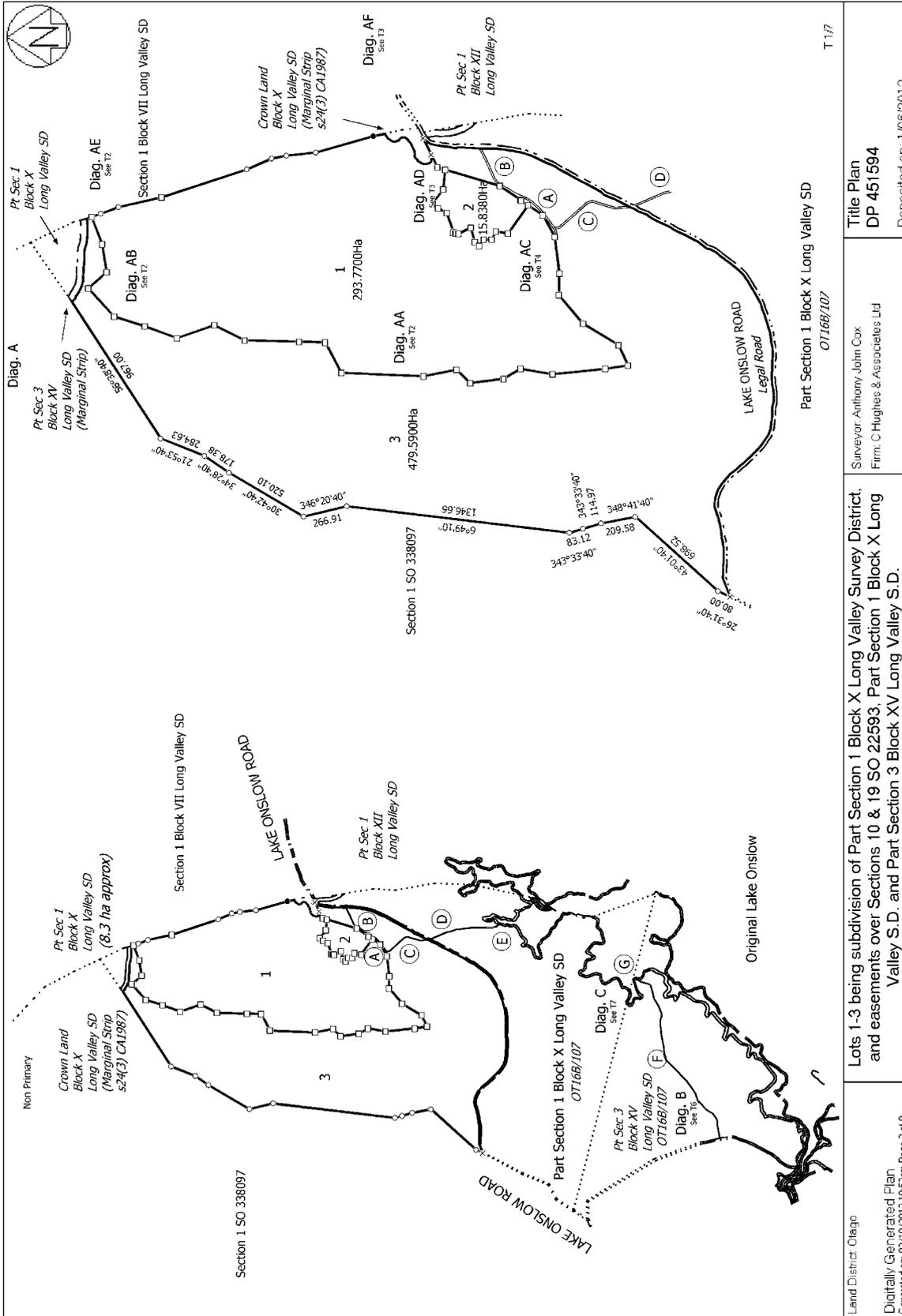
Prior References
OT16B/107

Estate Fee Simple
Area 15.8380 hectares more or less
Legal Description Lot 2 Deposited Plan 451594

Registered Owners
Minzion Station Limited

Interests

Appurtenant hereto is a right of way created by Easement Instrument 9070728.6 - 1.6.2012 at 11:30 am
The easements created by Easement Instrument 9070728.6 are subject to Section 243 (a) Resource Management Act 1991
10868818.3 Mortgage to Westpac New Zealand Limited - 10.8.2017 at 10:55 am
12395534.3 Variation of Mortgage 10868818.3 - 9.3.2022 at 9:23 am

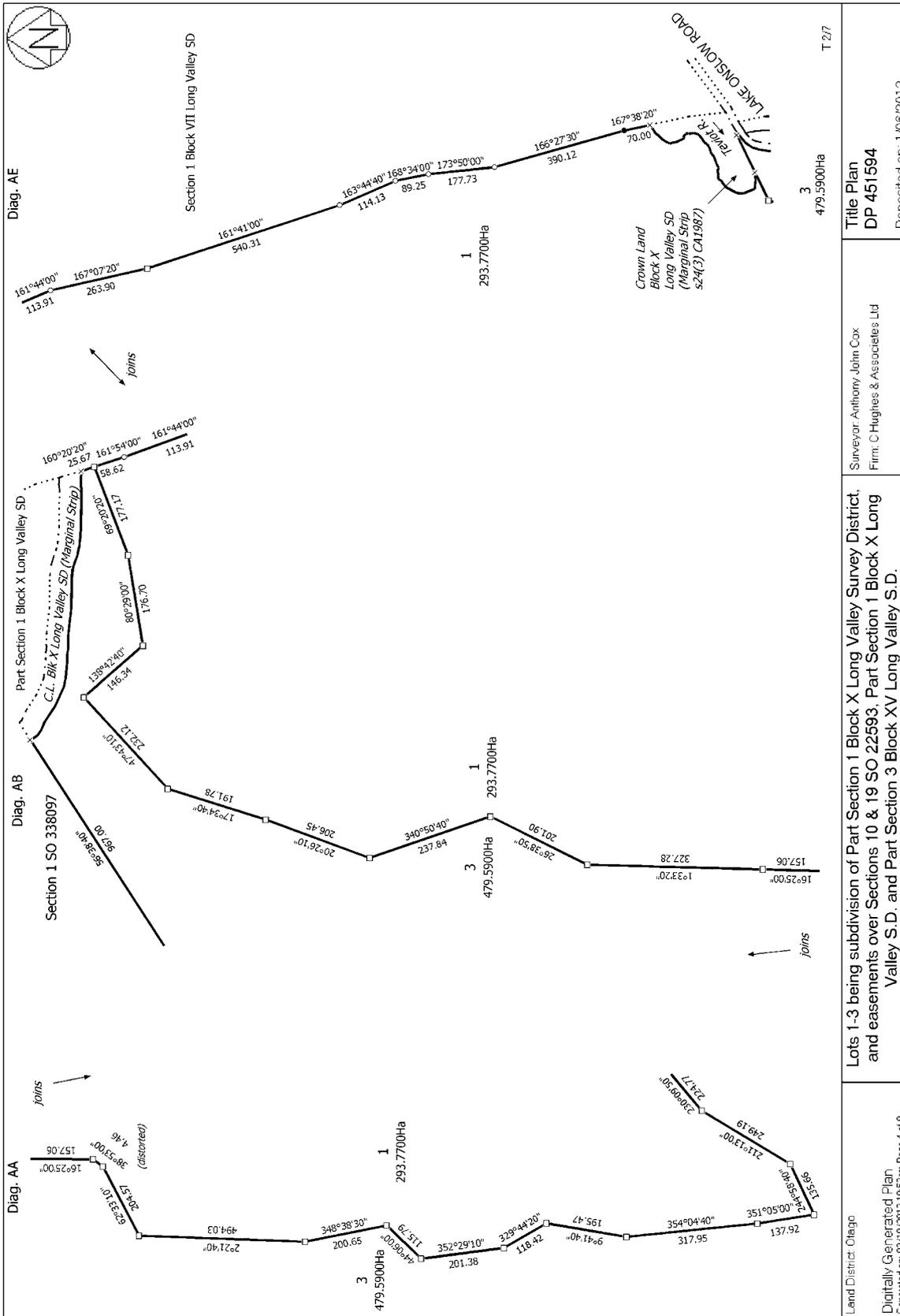


Land District: Otago
 Digitally Generated Plan
 Generated on: 03/10/2012 10:53am Page 3 of 9

Surveyor: Anthony John Cox
 Firm: C Hughes & Associates Ltd

Lots 1-3 being subdivision of Part Section 1 Block X Long Valley Survey District, and easements over Sections 10 & 19 SO 22593, Part Section 1 Block X Long Valley S.D. and Part Section 3 Block XV Long Valley S.D.

Title Plan
 DP 451594
 Deposited on: 1/06/2012

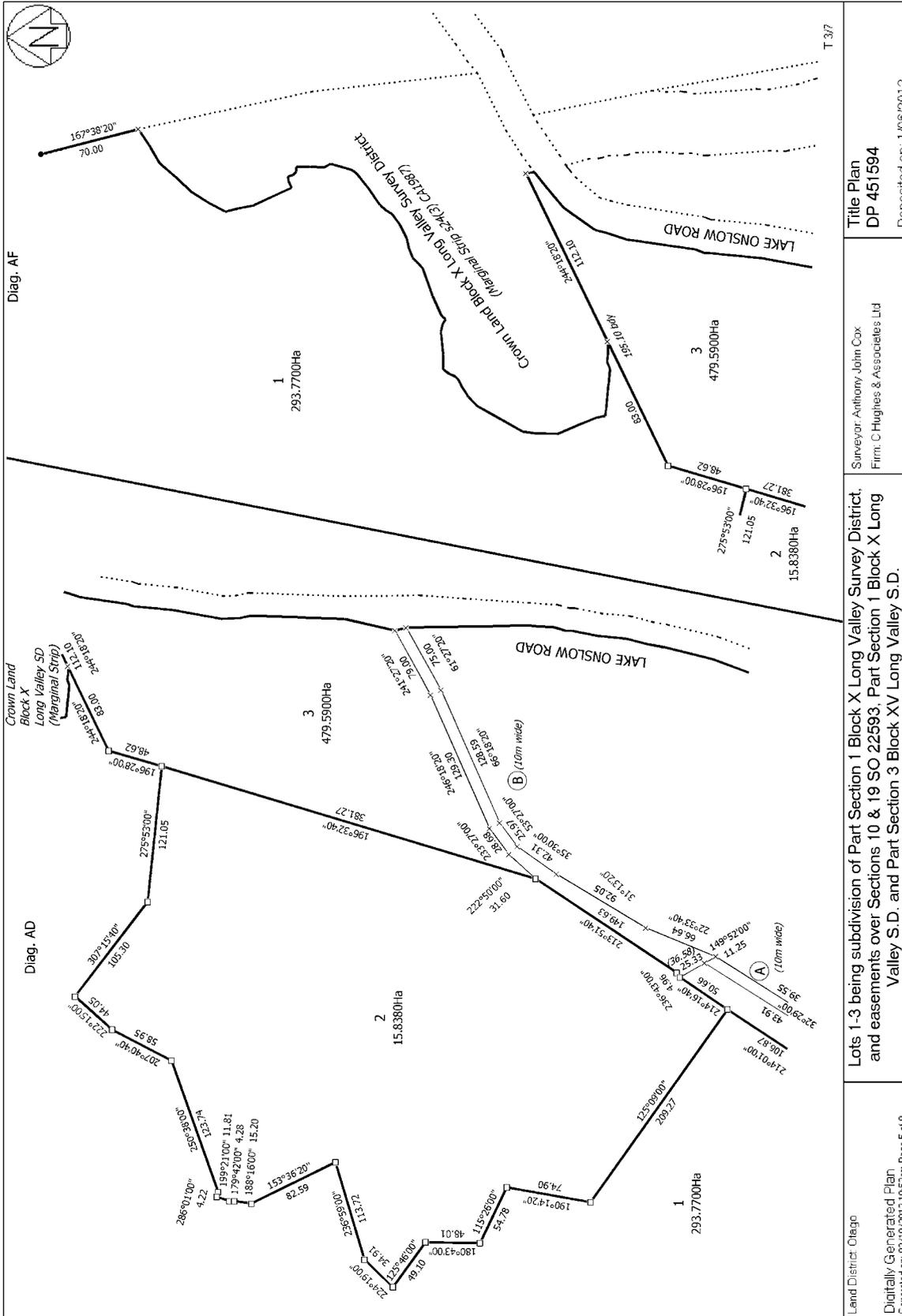


Land District: Otago
 Digitally Generated Plan
 Generated on: 03/10/2012 10:53am Page 4 of 9

Surveyor: Anthony John Cox
 Firm: C Hughes & Associates Ltd

Title Plan
 DP 451594
 Deposited on: 1/06/2012

Lots 1-3 being subdivision of Part Section 1 Block X Long Valley Survey District, and easements over Sections 10 & 19 SO 22593, Part Section 1 Block X Long Valley S.D. and Part Section 3 Block XV Long Valley S.D.



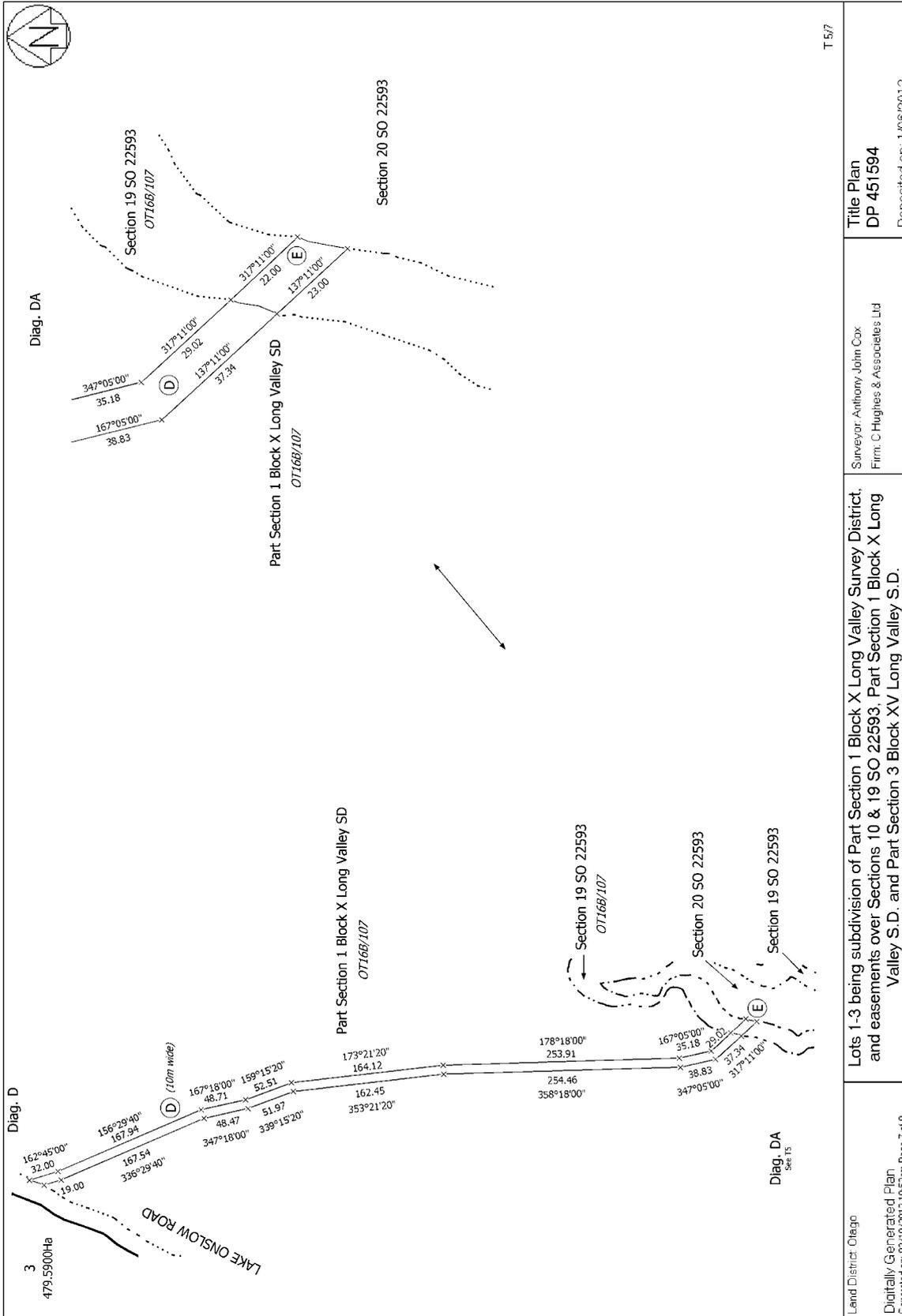
Land District: Otago
 Digitally Generated Plan
 Generated on: 03/10/2012 10:53am Page 5 of 9

Lots 1-3 being subdivision of Part Section 1 Block X Long Valley Survey District, and easements over Sections 10 & 19 SO 22593, Part Section 1 Block X Long Valley S.D. and Part Section 3 Block XV Long Valley S.D.

Surveyor: Anthony John Cox
 Firm: C Hughes & Associates Ltd

Title Plan
 DP 451594

Deposited on: 1/06/2012



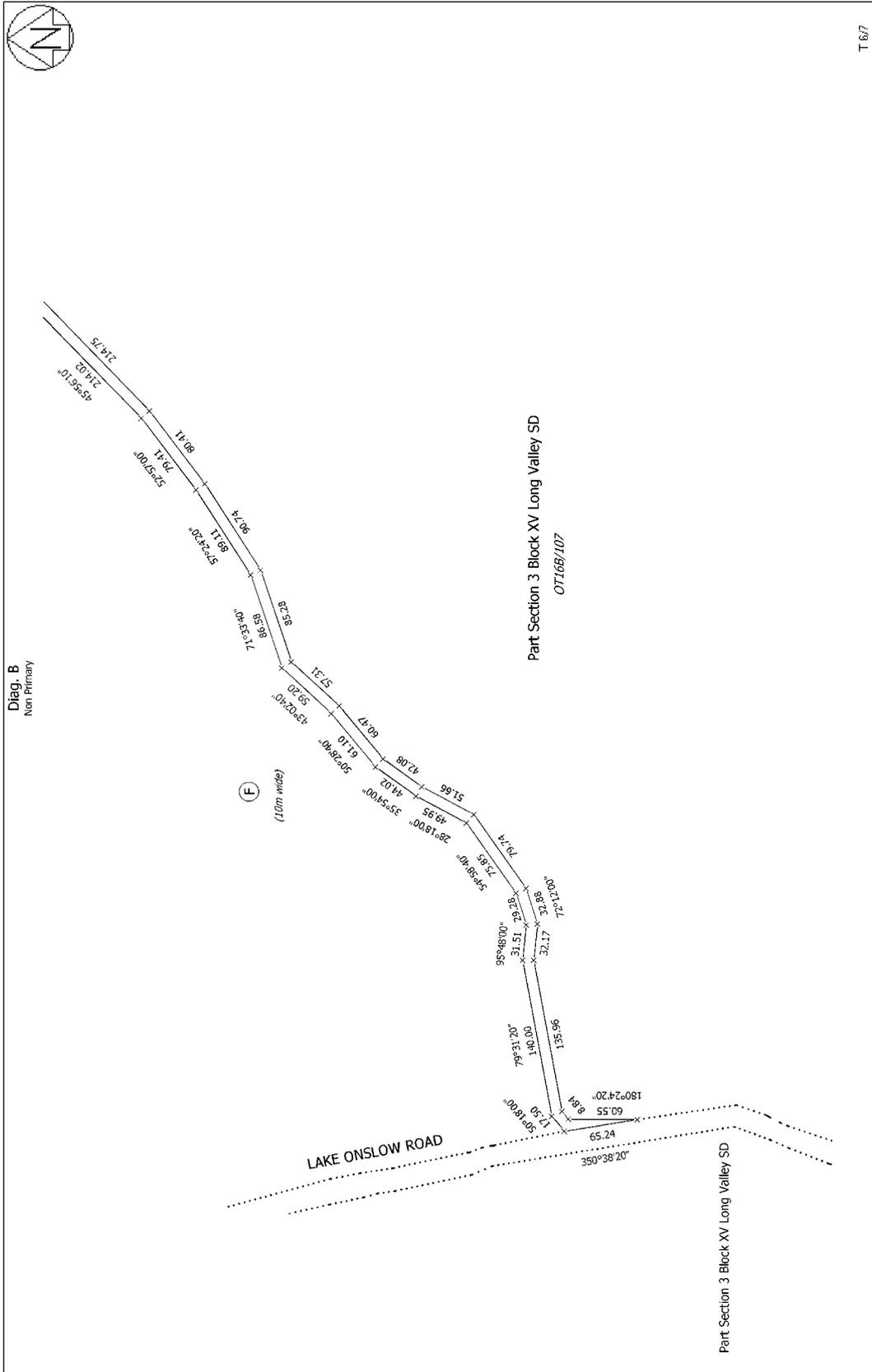
T 5/7

Title Plan
DP 451594
Deposited on: 1/06/2012

Surveyor: Anthony John Cox
Firm: C Hughes & Associates Ltd

Lots 1-3 being subdivision of Part Section 1 Block X Long Valley Survey District, and easements over Sections 10 & 19 SO 22593, Part Section 1 Block X Long Valley S.D. and Part Section 3 Block XV Long Valley S.D.

Land District: Otago
Digitally Generated Plan
Generated on: 03/10/2012 10:53am Page 7 of 9



Land District: Otago	Surveyor: Anthony John Cox Firm: C Hughes & Associates Ltd	Lots 1-3 being subdivision of Part Section 1 Block X Long Valley Survey District, and easements over Sections 10 & 19 SO 22593, Part Section 1 Block X Long Valley S.D. and Part Section 3 Block XV Long Valley S.D.	Title Plan DP 451594 Deposited on: 1/06/2012
Digitally Generated Plan Generated on: 03/10/2012 10:53am Page 6 of 9			



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**



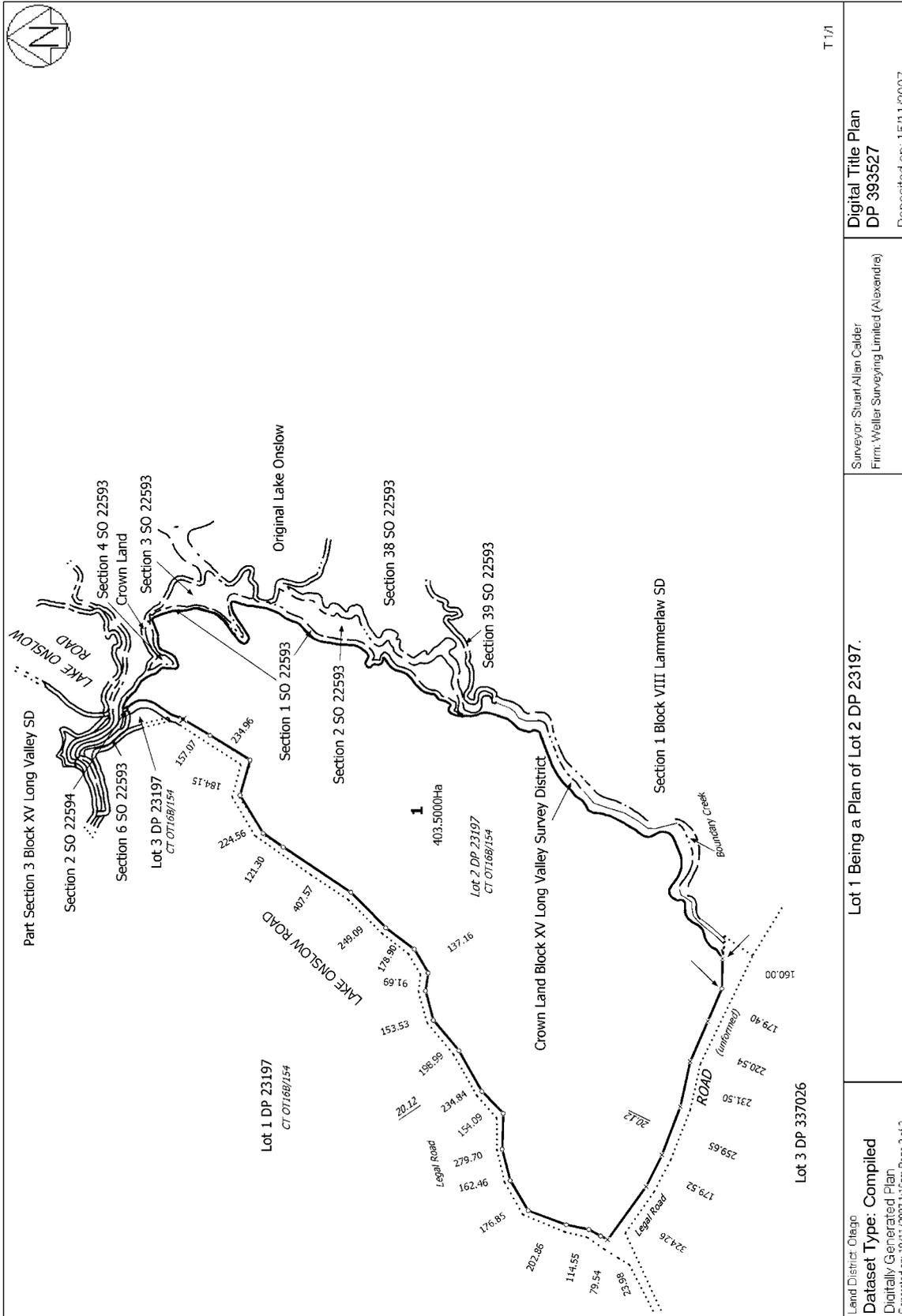

R. W. Muir
Registrar-General
of Land

Identifier 374352
Land Registration District Otago
Date Issued 15 November 2007

Prior References
OT16B/154

Estate Fee Simple
Area 403.5000 hectares more or less
Legal Description Lot 1 Deposited Plan 393527
Registered Owners
Gray Stephen Pannett, Robyn Marie Pannett and Polson Higgs Nominees Limited

Interests



T 1/1

Digital Title Plan
DP 393527

Surveyor: Stuart Allan Calder
Firm: Waller Surveying Limited (Alexandra)

Lot 1 Being a Plan of Lot 2 DP 23197.

Land District: Otago
Dataset Type: Compiled
Digitally Generated Plan
Generated on: 19/11/2007 1:16pm Page 2 of 2

Deposited on: 15/11/2007



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

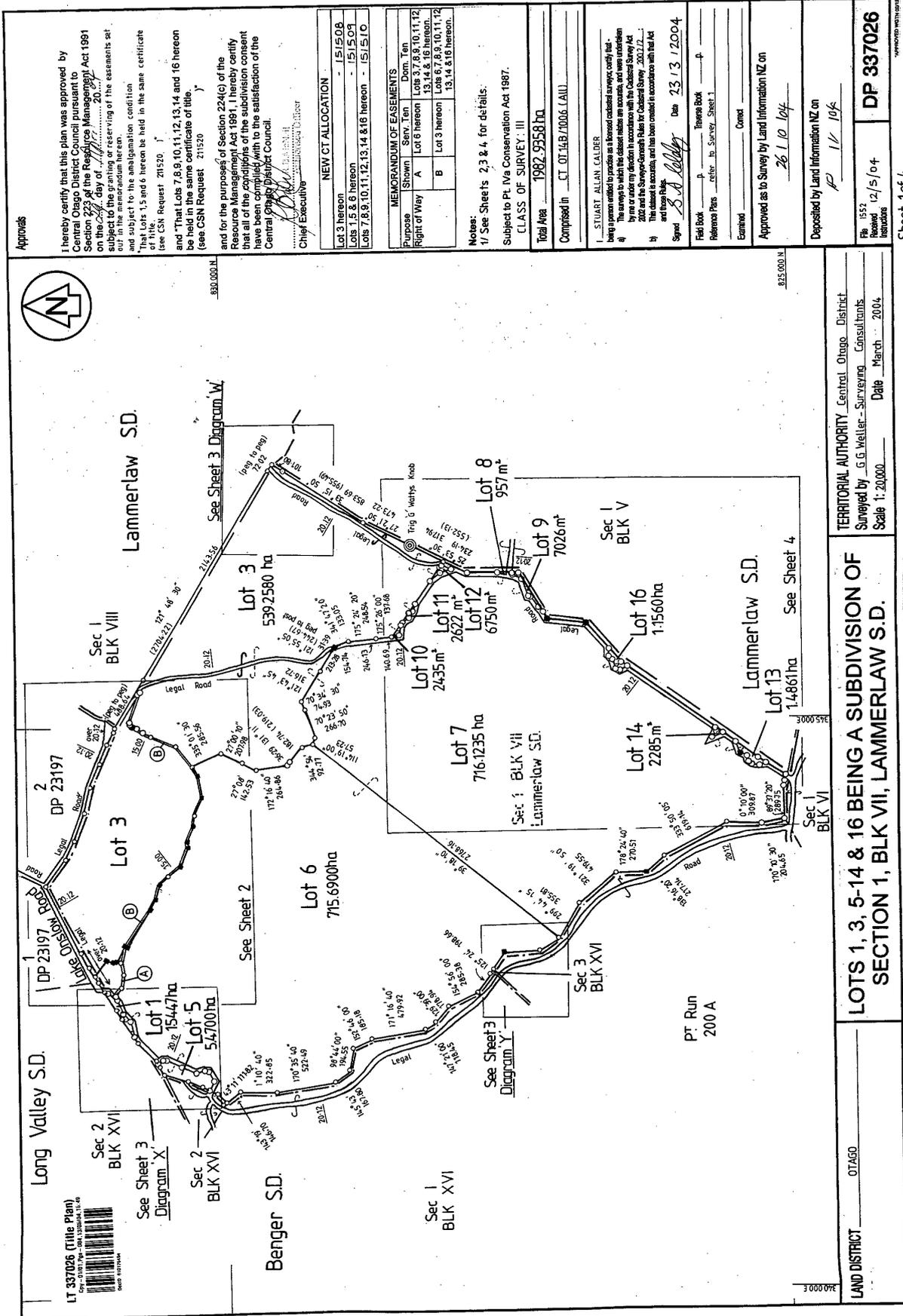
Identifier **151508**
Land Registration District **Otago**
Date Issued 18 November 2004

Prior References
OT14B/1006

Estate Fee Simple
Area 539.2580 hectares more or less
Legal Description Lot 3 Deposited Plan 337026
Registered Owners
Gray Stephen Pannett, Robyn Marie Pannett and Polson Higgs Nominees Limited

Interests

Subject to Section 11 Crown Minerals Act 1991
Subject to Part IV A Conservation Act 1987
Subject to a right of way over part marked B on DP 337026 created by Easement Instrument 6390077.2 - 20.4.2005 at 9:00 am
Appurtenant hereto is a right of way created by Easement Instrument 6390077.2 - 20.4.2005 at 9:00 am
9685184.3 Mortgage to ASB Bank Limited - 15.4.2014 at 2:56 pm



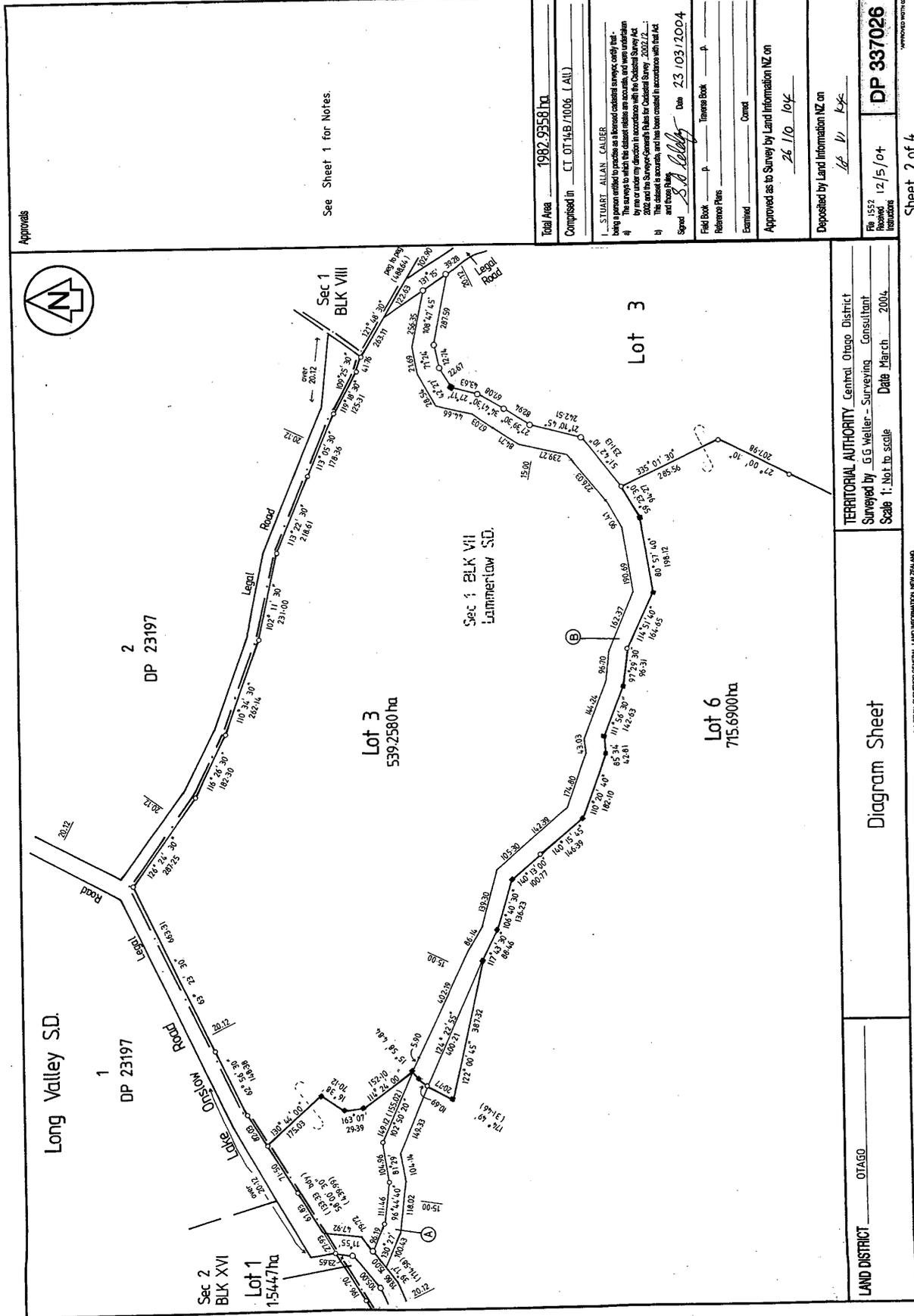
Sheet 1 of 4

DP 337026
 Received 12/5/04
 Scale 1:20,000
 Date March 2004
 TERRITORIAL AUTHORITY: Central Otago District
 Surveyed by: G.G. Weiler - Surveying Consultants
 Scale 1:20,000
 Date March 2004

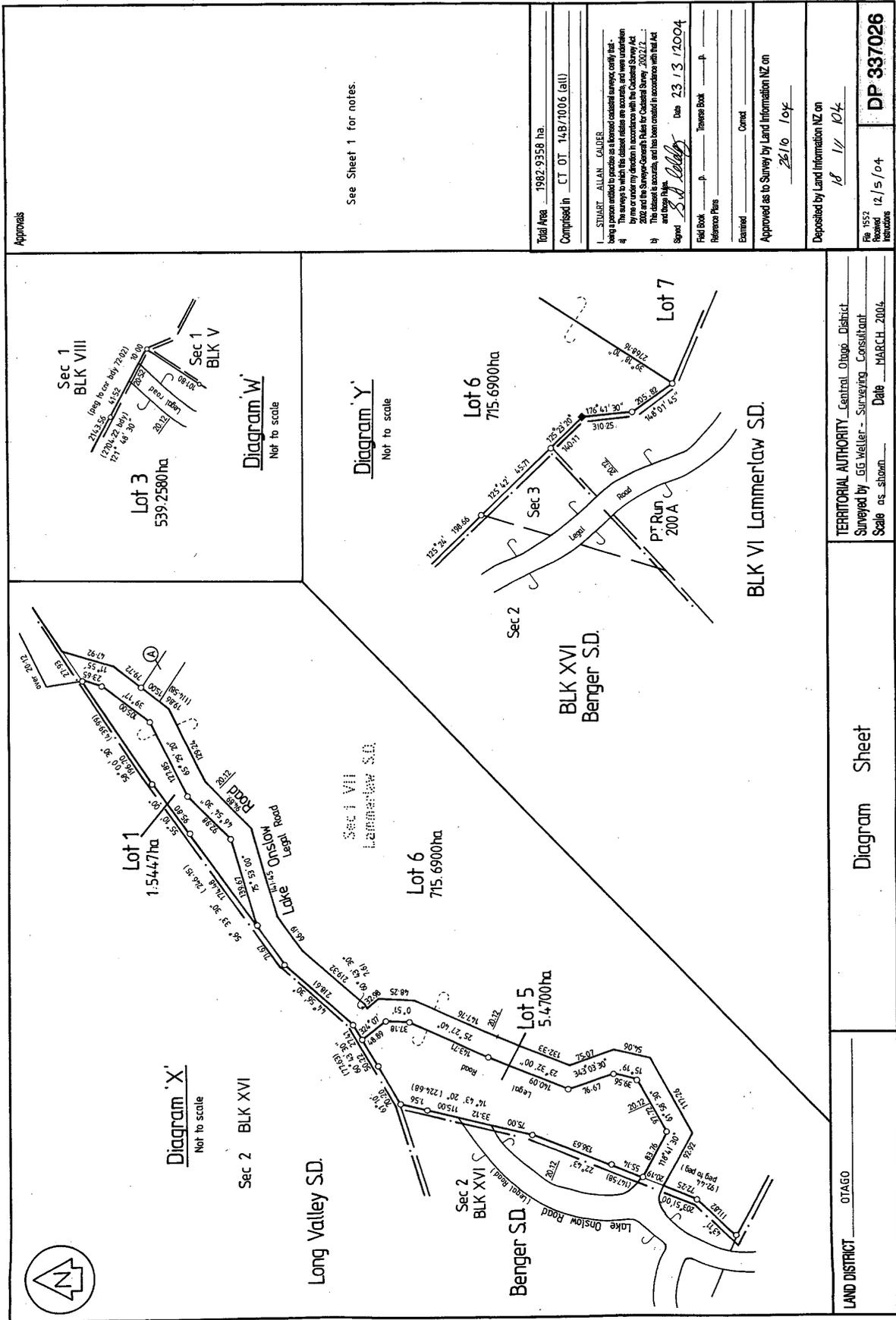
APPROVED AS TO SURVEY BY LAND INFORMATION NZ ON
 26/10/04
 Deposited by Land Information NZ on
 11/11/04

LOTS 1, 3, 5-14 & 16 BEING A SUBDIVISION OF SECTION 1, BLK VII, LAMMERLAW S.D.

LAND DISTRICT: OTAGO
 Scale 1:20,000
 Date March 2004



Sheet 2 of 4



See Sheet 1 for notes.

Total Area 1982.9358 ha.

Complished in CT OT 1487/006 (all)

STUART ALLAN CALDER
 being a person entitled to practice as a licensed cadastral surveyor, certify that -
 a) The surveys to which this instrument relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyors' Oath; and
 b) The boundaries, areas and other particulars shown on this instrument are true and correct in accordance with that Act.

Signed *Stuart Calder* Date 23/3/2004

Field Book _____

Reference Plans _____

Examined _____

Approved as to Survey by Land Information NZ on _____

Deposited by Land Information NZ on _____

18/11/04

File 1552
 Received 12/5/04
 Deposited DP 337026

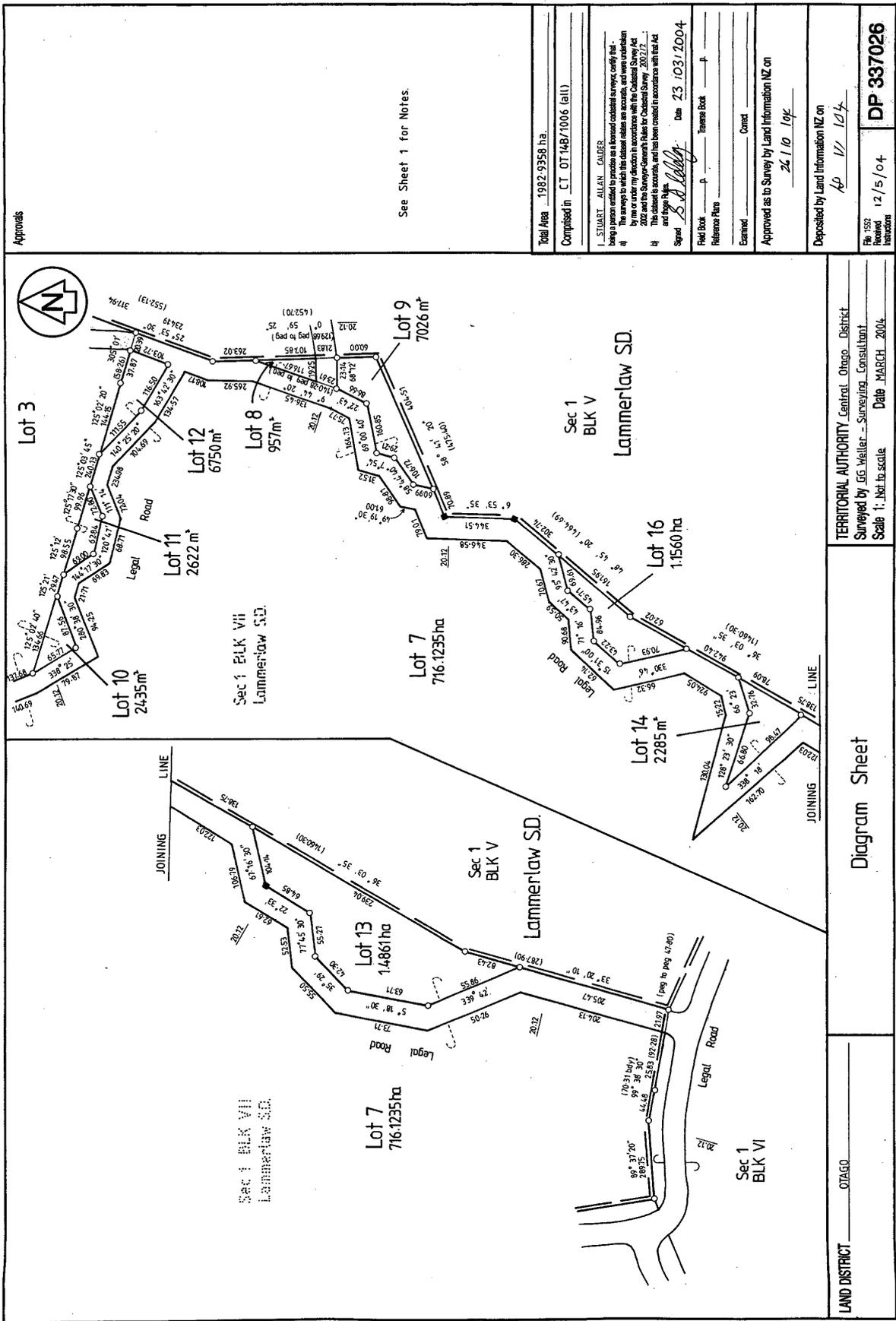
Sheet 3 of 4

LAND DISTRICT OTAGO

Diagram Sheet

TERRITORIAL AUTHORITY Central Otago District
 Surveyed by GG Weller - Surveying Consultant
 Scale as shown Date MARCH 2004

ALL RIGHTS RESERVED. GENERAL LAND INFORMATION, NEW ZEALAND.



Approvals

See Sheet 1 for Notes.

Total Area	1982.9356 ha.
Comprised in	CT OT 148/1006 (all)
<p>L. STUART ALAN CALDER being a person entitled to practice as a licensed cadastral surveyor, certify that - a) The surveys to which this plan relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey, 2002/12. b) All bearings and distances are true, and have been measured in accordance with that Act and the Survey-General's Rules for Cadastral Survey, 2002/12.</p>	
Signed	<i>[Signature]</i> Date 23.03.2004
Field Book	_____
Reference Plans	_____
Examined	_____
Approved as to Survey by Land Information NZ on	26.10.04
Deposited by Land Information NZ on	AP 11/104
File 1552 Received Date	12/5/04
DP	337026

TERRITORIAL AUTHORITY	Central Otago District
Surveyed by	GG Moller - Surveying Consultant
Scale 1:	Not to scale
Date	MARCH 2004
Diagram Sheet	
LAND DISTRICT	OTAGO

Sheet 4 of 4

As shown on the GENERAL LAND INFORMATION NEW ZEALAND



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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R. W. Muir
Registrar-General
of Land

Identifier **115742**
Land Registration District **Otago**
Date Issued 03 October 2003

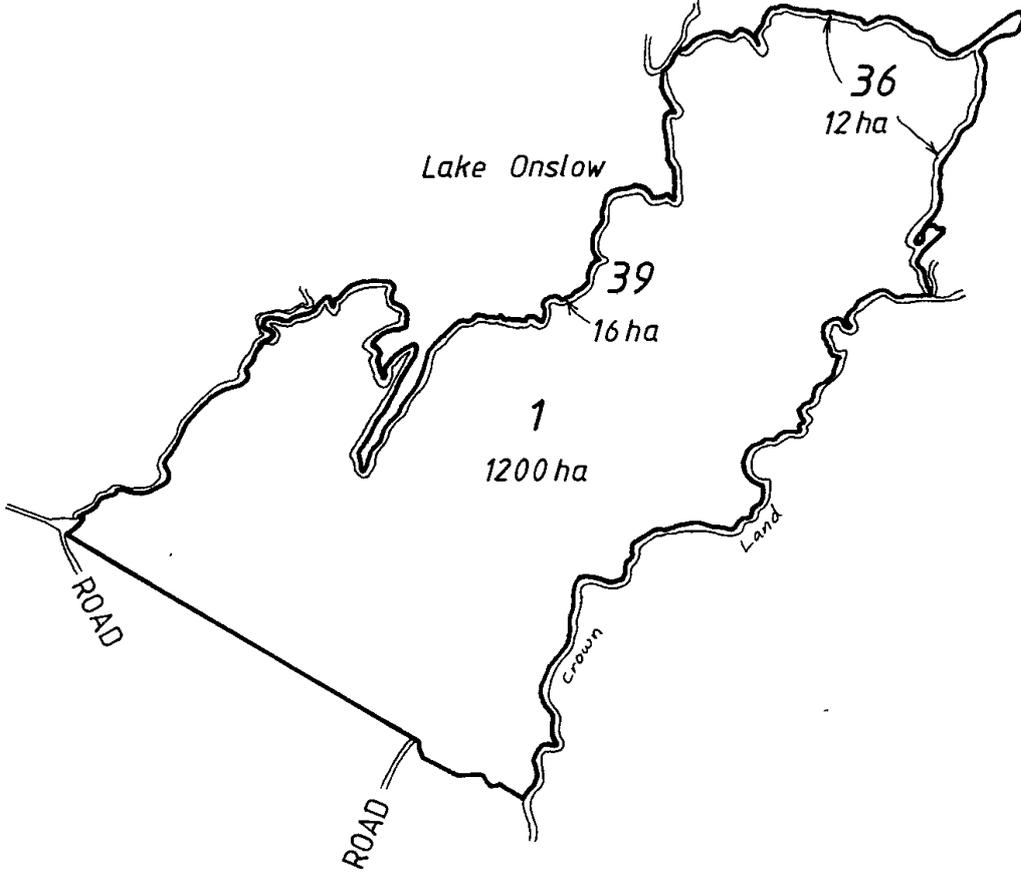
Prior References
OT17A/330

Estate Fee Simple
Area 1228.0000 hectares more or less
Legal Description Section 1 Block VIII Lammerlaw Survey
District and Section 36, 39 Survey Office
Plan 22593

Registered Owners
Gray Stephen Pannett, Robyn Marie Pannett and Polson Higgs Nominees Limited

Interests
Subject to Part IV A Conservation Act 1987
10325694.3 Mortgage to ASB Bank Limited - 12.2.2016 at 3:42 pm

Title Diagram Diagram
Cpy - 01/01.Pgs - 001,15/10/03.07:36



TOTAL AREA : 1228 ha



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier **589513**
Land Registration District **Otago**
Date Issued 27 September 2012

Prior References

151509 151510

Estate Fee Simple
Area 355.9000 hectares more or less
Legal Description Lot 3 Deposited Plan 456324
Registered Owners
Patiti Run Limited

Interests

Subject to Section 11 Crown Minerals Act 1991

Subject to Part IV A Conservation Act 1987

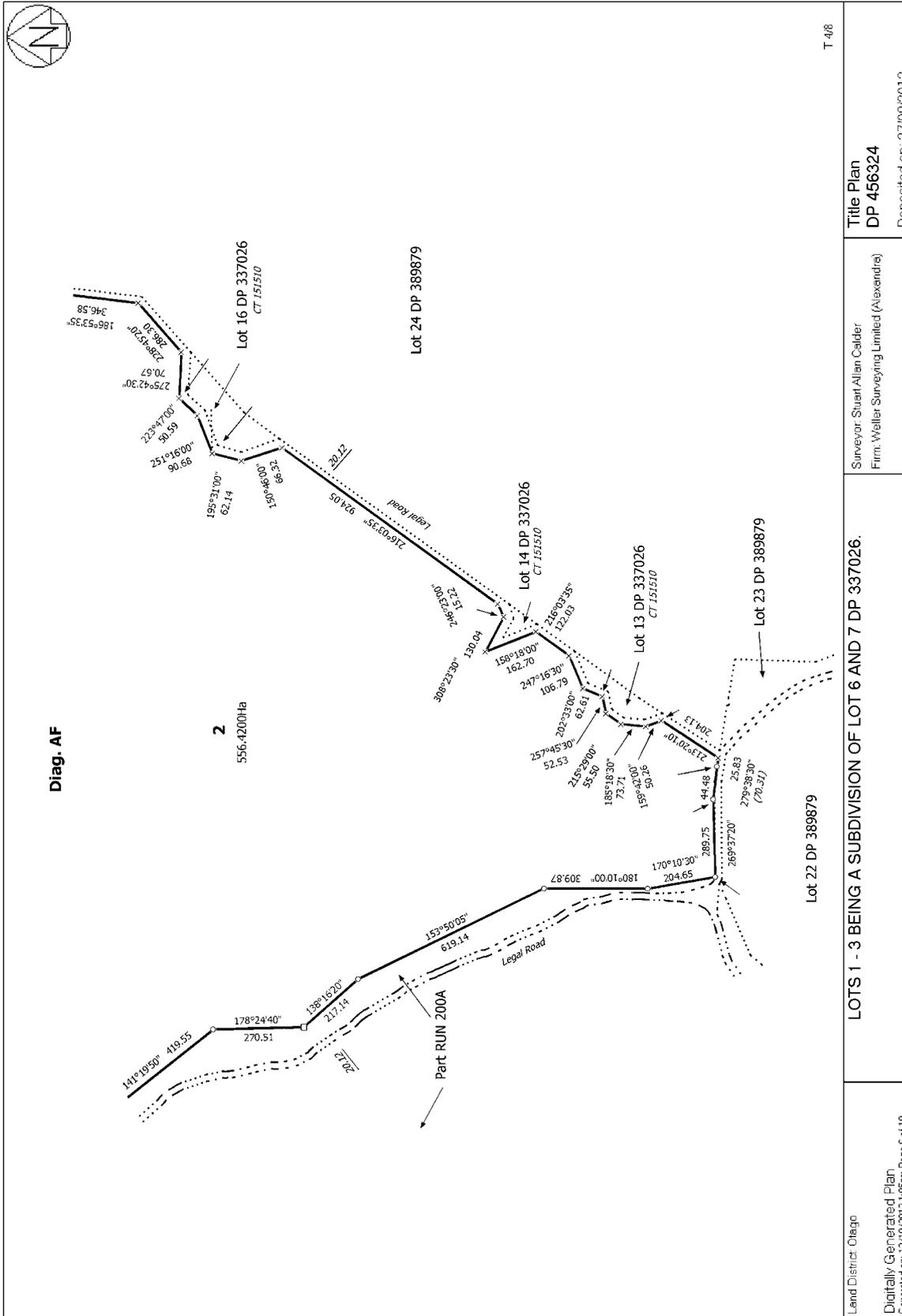
Subject to a right of way over part marked C on DP 456324 created by Easement Instrument 6390077.2 - 20.4.2005 at 9:00 am

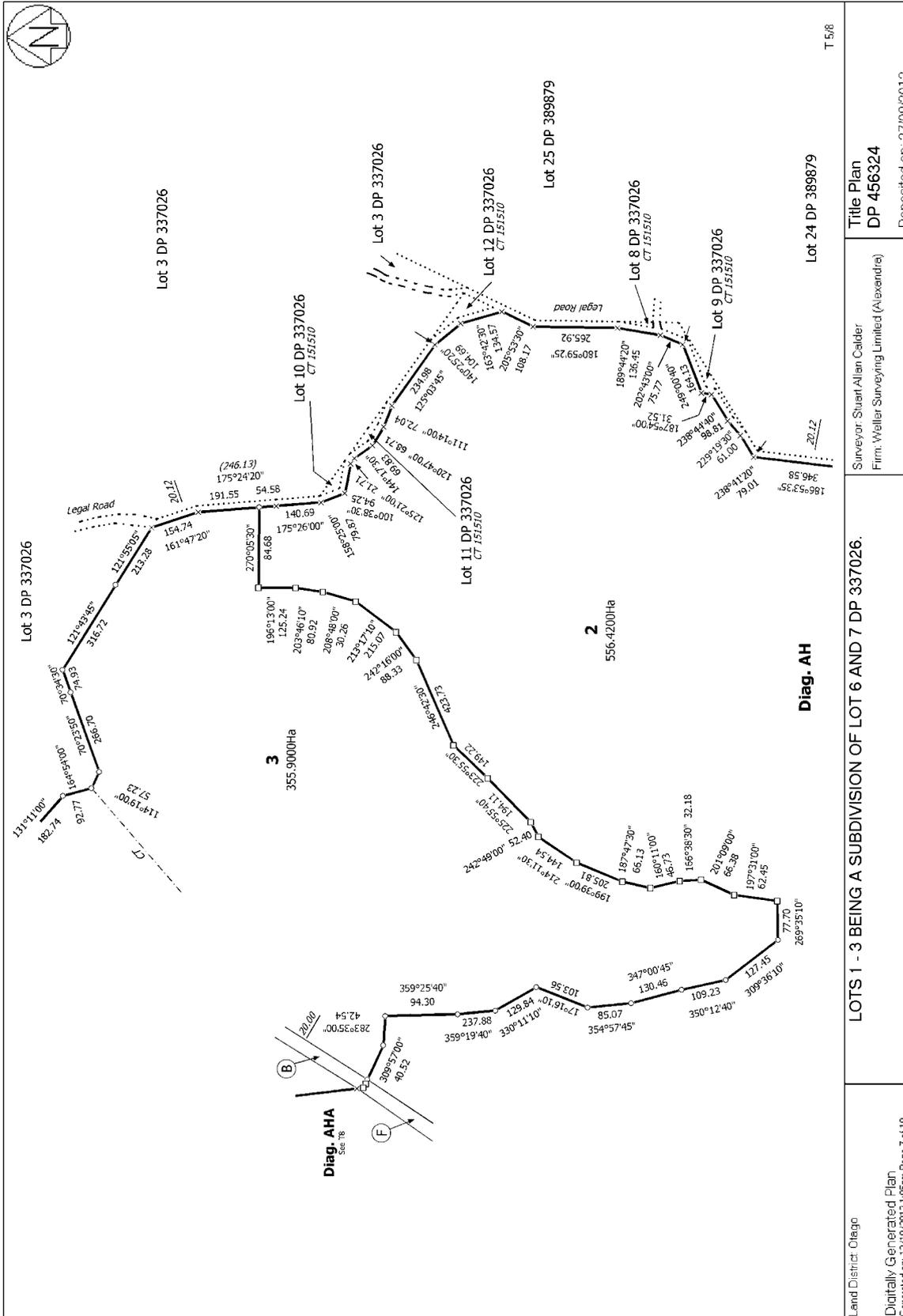
Appurtenant hereto is a right of way created by Easement Instrument 6390077.2 - 20.4.2005 at 9:00 am

Subject to a right of way over part marked B, C and E on DP 456324 created by Easement Instrument 9191201.7 - 27.9.2012 at 3:03 pm

Appurtenant hereto is a right of way created by Easement Instrument 9191201.7 - 27.9.2012 at 3:03 pm

The easements created by Easement Instrument 9191201.7 are subject to Section 243 (a) Resource Management Act 1991





LOTS 1 - 3 BEING A SUBDIVISION OF LOT 6 AND 7 DP 337026.

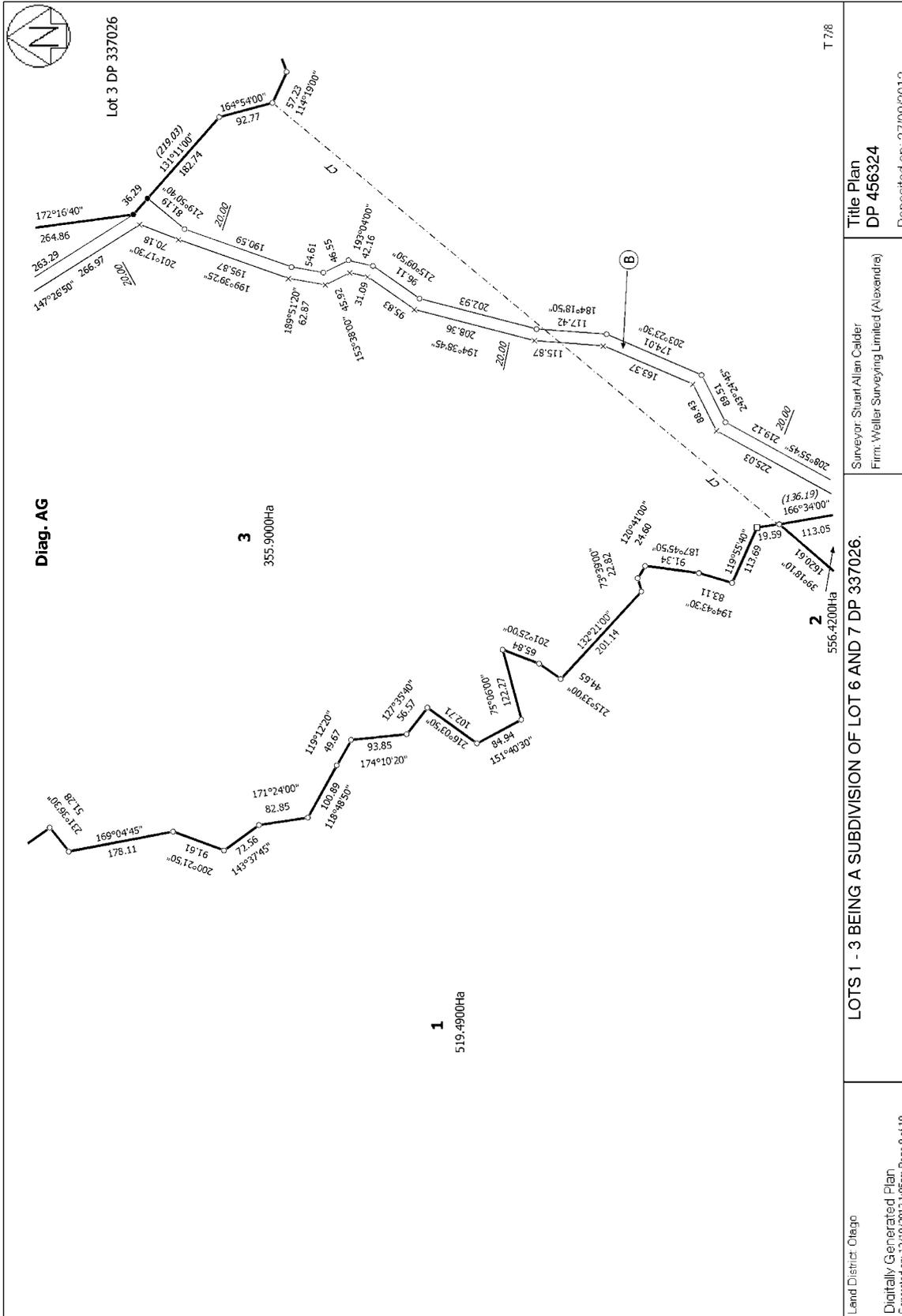
Land District: Otago
 Digitally Generated Plan
 Generated on: 12/10/2012 11:05am, Page 7 of 10

Surveyor: Stuart Allan Calder
 Firm: Weller Surveying Limited (Alexandra)

Title Plan
 DP 456324

T 5/8

Deposited on: 27/09/2012



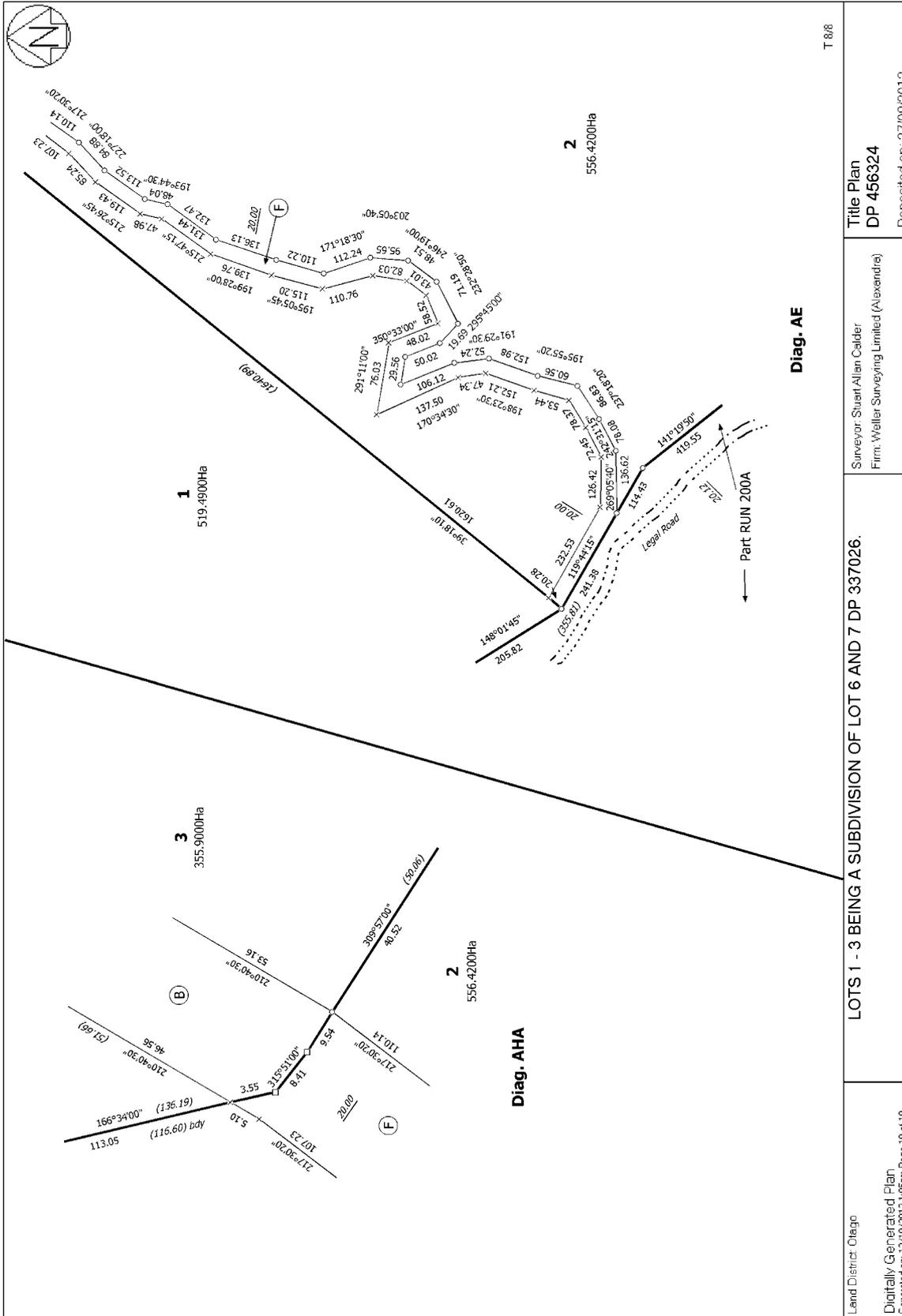
T 7/8

Surveyor: Stuart Allan Calder
Firm: Weller Surveying Limited (Alexandra)

LOTS 1 - 3 BEING A SUBDIVISION OF LOT 6 AND 7 DP 337026.

Land District: Otago
Digitally Generated Plan
Generated on: 12/10/2012 1:06pm, Page 9 of 10

Title Plan
DP 456324
Deposited on: 27/09/2012



T 8/8

Diag. AE

LOTS 1 - 3 BEING A SUBDIVISION OF LOT 6 AND 7 DP 337026.

Land District: Otago

Digitally Generated Plan

Generated on: 12/10/2012 11:05am, Page: 10 of 10

Surveyor: Stuart Allan Calder
Firm: Weller Surveying Limited (Alexandra)

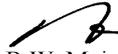
Title Plan
DP 456324

Deposited on: 27/09/2012



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier **OT15A/87**
Land Registration District **Otago**
Date Issued 26 February 1993

Prior References
OT13A/1024

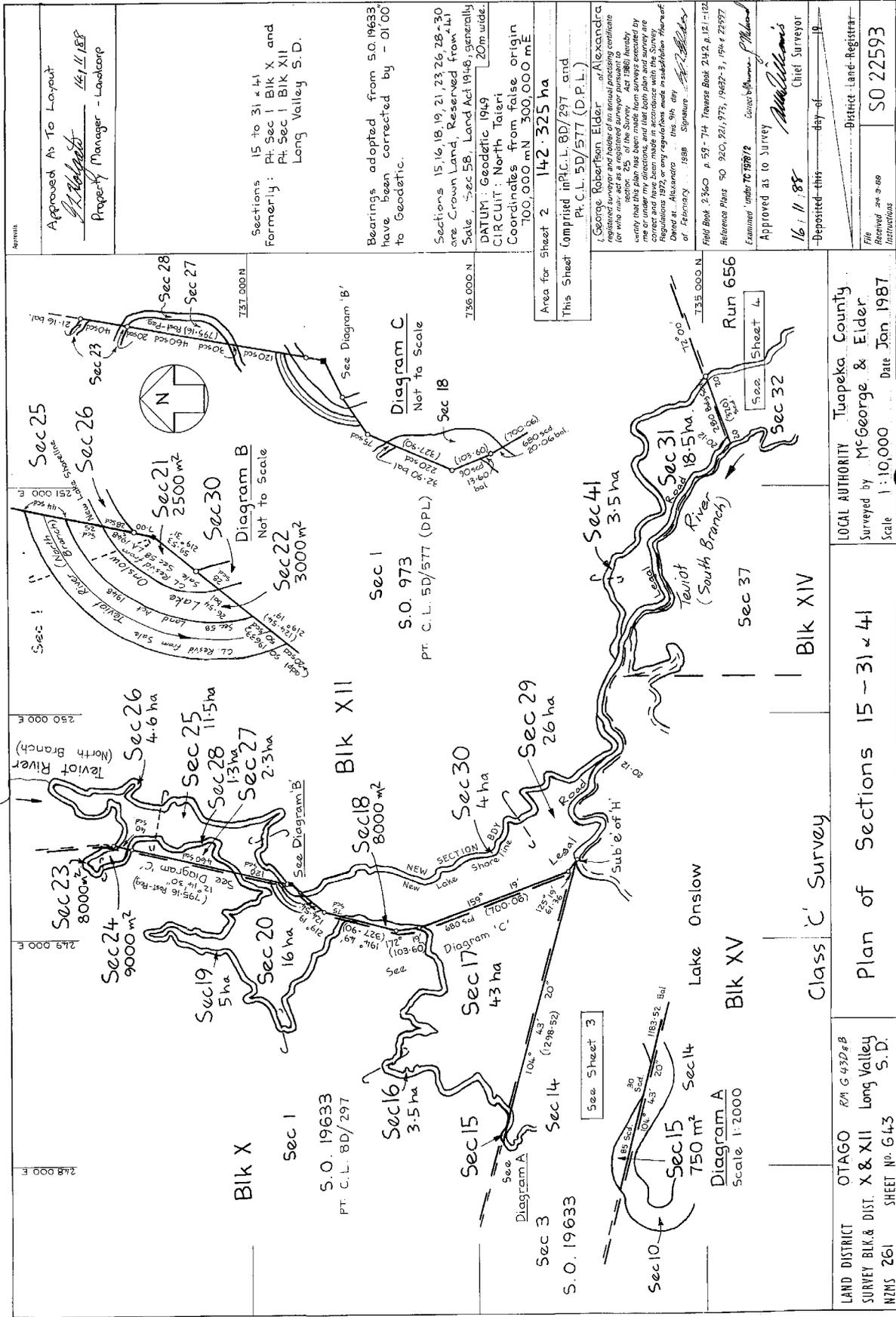
Estate Fee Simple
Area 121.4000 hectares more or less
Legal Description Section 2-5, Section 8-9, Section 11-14,
Section 17, Section 20, Section 22 and
Section 24 Survey Office Plan 22593

Registered Owners
Pioneer Energy Renewables Limited Partnership

Interests

883305 Transfer creating the following easement in gross - 31.5.1995 at 9.55 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Convey water	Section 2-5, Section 8-9, Section 11-14, Section 17, Section 20, Section 22 and Section 24 Survey Office Plan 22593 - herein	Black line Transfer 883305	Teviot Irrigation Company Limited	



Approved As To Layout
[Signature]
 Property Manager - Landcorp

Sections 15 to 31 & 41
 Formerly: Pt. Sec 1 Bik X and
 Pt. Sec 1 Bik XII
 Long Valley S.D.

Bearings adopted from S.O. 19633
 have been corrected by -01'00
 to Geodetic.

Sections 15, 16, 18, 19, 21, 23, 26, 28, 30
 are Crown Land, Reserved from '41
 Sale. Sec 58, Land Act 1916, generally
 20m wide.

DATUM: Geodetic 1949
 CIRCUIT: North Tairā
 Coordinates from false origin
 100,000 mN 300,000 mE

Area for Sheet 2 142.325 ha
 This Sheet Comprised in P.L.C. 8D/297 and
 Pt. C.L. 5D/577 (D.P.L.)

[Signature]
 of Alexandria
 registered surveyor and holder of an annual practicing certificate
 for the year ending 31st March 1988. Act 1986 hereby
 certify that the plan has been made from surveys conducted by
 me or under my directions, and that both plan and survey are
 in accordance with the provisions of the Land Survey Act 1986.
 Regulations 1972, or any regulations made in substitution thereof.
 Dated at Alexandria this 9th day
 of February 1988
 Signature: *[Signature]*

Field Book 2360 p. 57-74 Teviot River 242, p. 121-122
 Reference Plans SO 320, 921, 973, 1962-3, 198 & 22577
 Examiner Under TO 688/19 *[Signature]*
 Approved as to Survey

16/11/88
 Chief Surveyor
 Deposited this day of 1988
 District Land Registrar

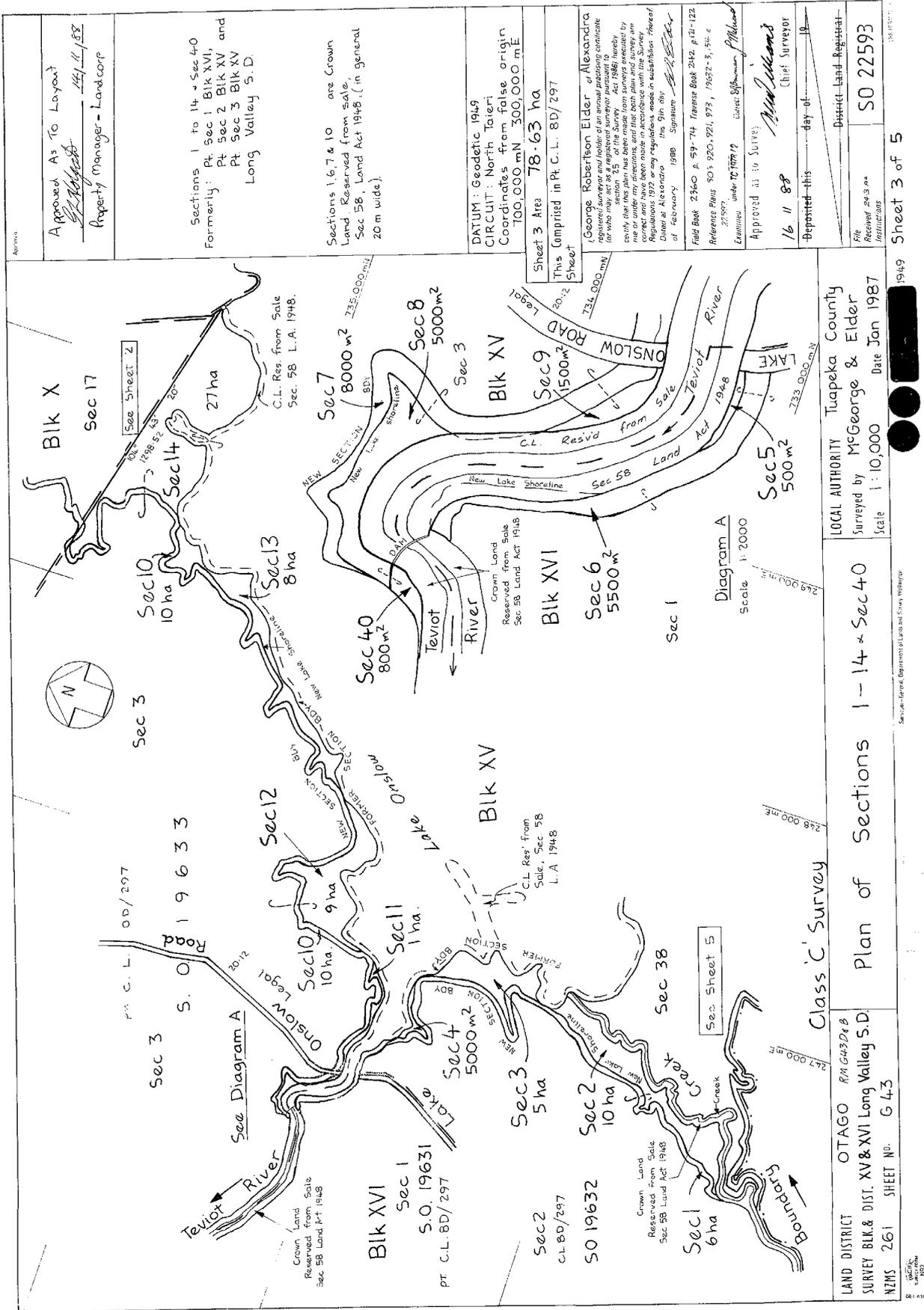
File Received 24 9 88
 Instructions SO 22593
 1949 Sheet 2 of 5

LOCAL AUTHORITY Tuapeka County
 Surveyed by McGeorge & Elder
 Scale 1:10,000 Date Jan 1987

Class 'C' Survey
 Bik XIV
 Plan of Sections 15-31 & 41

LAND DISTRICT OTAGO R.M. G 430 #B
 SURVEY BLK & DIST. X & XII Long Valley S.D.
 NZMS 261 SHEET NO. G 43

Surveyor-General Department of Lands and Survey Wellington
 3 1987



Approved As To Layout
 14/11/88
 Property Manager - Landcorp

Sections 1 to 14 & Sec 40
 Formerly: Pt Sec 1 Blk XVI, and
 Pt Sec 2 Blk XV and
 Pt Sec 3 Blk XV
 Long Valley S.D.

Sections 1, 6, 7 & 10 are Crown
 Land Reserved from sale,
 Sec 58, Land Act 1948, (in general
 20 m wide).

DATUM: Geodetic 1949
 CIRCUIT: North Tairāri
 Coordinates from false origin
 100,000 mN, 300,000 mE

Sheet 3 Area 78.63 ha
 This Comprised in Pt C.L. 80/297

George Robertson Elder of Alexandra
 Regulates the Teviot River in accordance with the
 Regulations 1972, or any regulations made in substitution thereof
 under the Teviot Act 1948, this 9th day
 of February 1988 Signature: *George Robertson*

Field Book 2360 p. 59-74 Reference Book 2342, p. 12-122
 Reference Plans SO 1920, 921, 973, 19657-3, 94, 4
 25/87

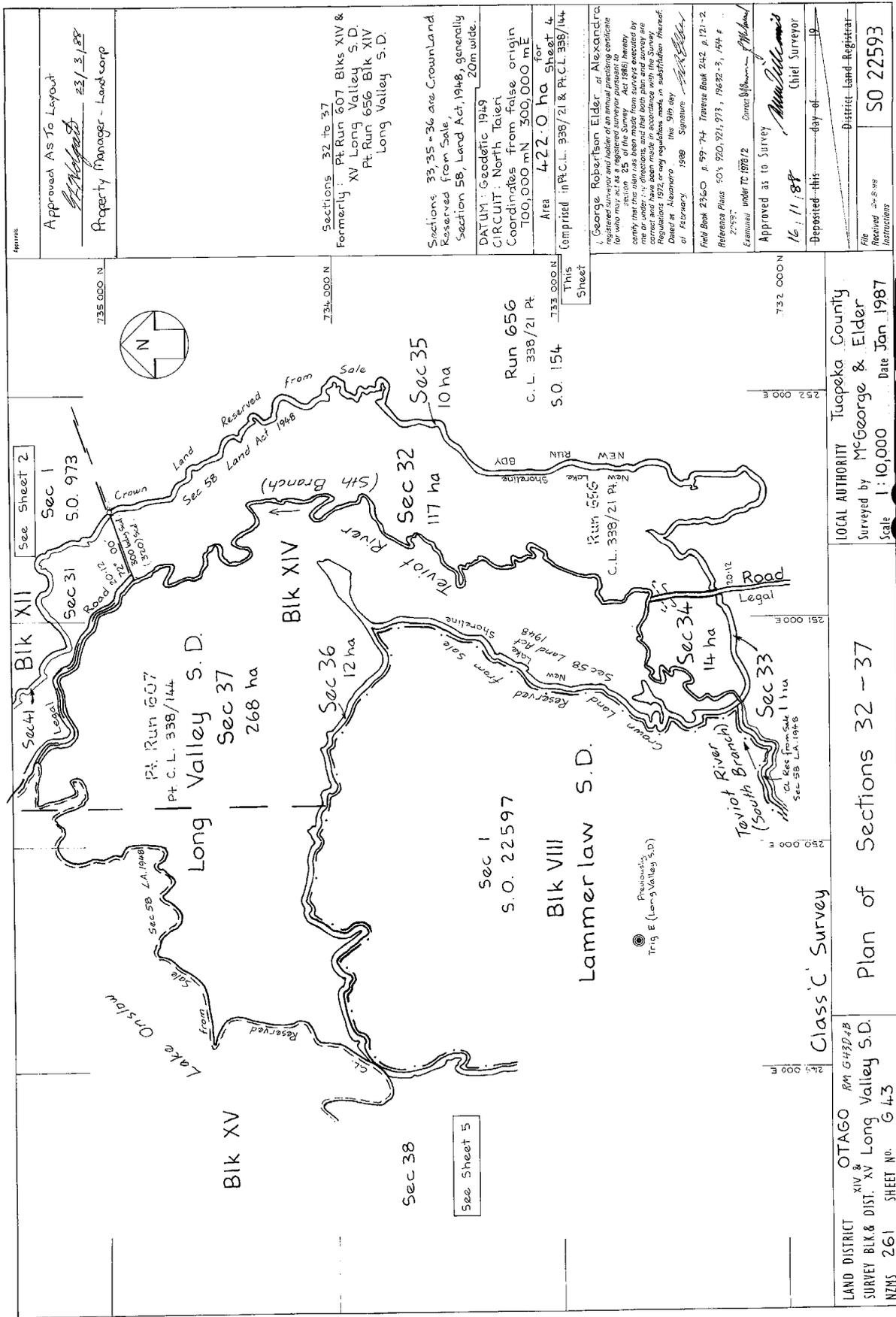
Examined under the Teviot Act 1948
 Approved as to Survey
 16/11/88
 Deposited this day of 1987

Chief Surveyor
 District Land Registrar
 File
 Register 243
 Instructions
 SO 22593

LOCAL AUTHORITY Tuapeka County
 Surveyed by McGeorge & Elder
 Scale 1:10,000 Date Jan 1987

Class 'C' Survey
 Plan of Sections 1-14 & Sec 40

LAND DISTRICT OTAGO RM G43D4B
 SURVEY BLK & DIST. XV & XVI Long Valley S.D.
 NZMS 261 SHEET NO. G 43



Approved As To Layout
 Property Manager - Landcorp
 23/3/88

Sections 32 to 37
 Formerly: Pt Run 607, BIKs XIV & XV Long Valley S.D.
 Pt Run 656 BIK XIV Long Valley S.D.

Sections 33, 35 & 36 are Crown Land Reserved from Sale.
 Section 56, Land Act, 1948, generally 20m wide.

DATUM: Geodetic 1949
 CIRCUIT: North Tairāwhiti
 Coordinates from false origin
 700,000 mN 300,000 mE

Area 422.0 ha for
 Comprised in P.C.L. 338/21 & P.C.L. 338/144

George Robertson Elder, of Alexandria, registered surveyor and holder of an annual practicing certificate for who may, as a registered surveyor, be employed in any part of the Dominion of New Zealand, hereby certify that this plan has been made from surveys executed by me or under my directions, and that both plan and survey are correct in accordance with the provisions of the Survey Act, 1976, and the Regulations made in substitution thereof. Dated at Auckland this 5th day of February 1988. Signature: [Signature]

Field Book 2360 p. 59-74. Traverse Book 242 p. 121-2. Reference Plus 50's 320, 321, 323, 19632-3, 154 & 25455.
 Examined under TO 1978/2. Signed: [Signature]

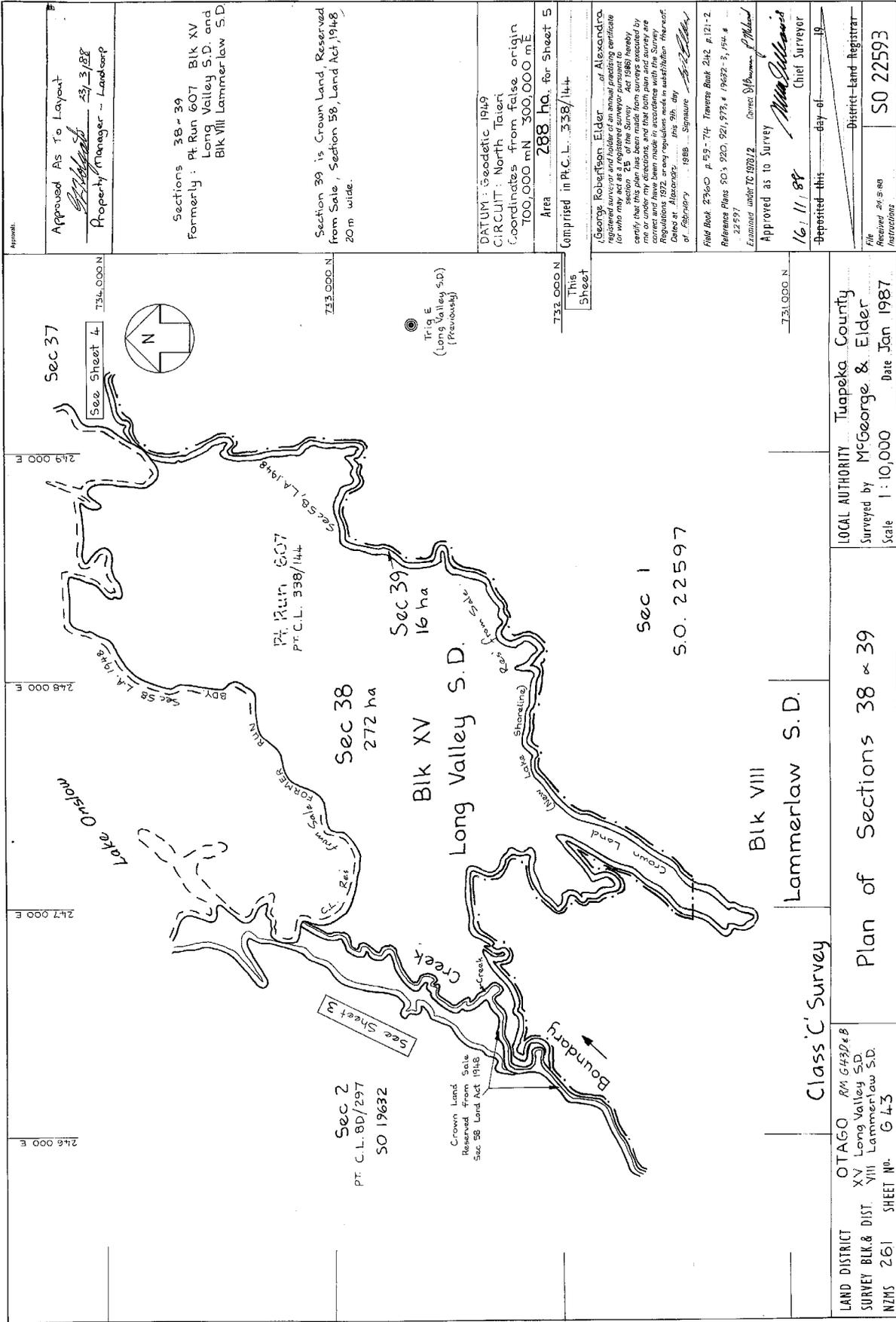
Approved as to Survey
 16/1/88
 Deposited this day of 1988
 Chief Surveyor

1949 Sheet 4 of 5

LOCAL AUTHORITY: Tuapeka County
 Surveyed by: McGeorge & Elder
 Scale: 1:10,000 Date: Jan 1987

OTAGO RM 043/4B
 SURVEY BLK & DIST. XV Long Valley S.D.
 NZMS 261 SHEET NO. G 4-3

LAND DISTRICT
 SURVEY BLK & DIST. XV Long Valley S.D.
 NZMS 261 SHEET NO. G 4-3



Approved As To Layout
 Property Manager - Landloop
 23/3/88

Sections 38, 39
 Formerly: Pt Run 607 BIK XV
 Long Valley S.D. and
 BIK VIII Lammerlaw S.D.

Section 39 is Crown Land, Reserved
 from Sale, Section 58, Land Act, 1948
 20m wide.

DATUM: Geodetic 1949
 CIRCUIT: North Taitet
 Coordinates from false origin
 100,000 mN 300,000 mE

Area 288 ha, for Sheet 5
 Comprised in P.C.L. 338/144

(George Robertson Elder or Alexandra
 registered surveyor and holder of an annual practicing certificate
 for who may act as a registered surveyor pursuant to
 the provisions of the Survey Act 1986 hereby
 certify that this plan is a true and correct copy of the
 original plan as shown to me or under my directions, and that both plan and survey are
 correct and have been made in accordance with the Survey
 Regulations 1972, every regulation as in substitution thereof,
 of the 1st January 1988, 9th day
 of February 1988. Signature: *[Signature]*

Field Book 27400, p. 52-74, Traverse Book 242, p. 121-2.
 Reference Plans SO's 920, 921, 973, & 19627-3, 194, &
 22597
 Examined under TC 1979/12 Corrected by *[Signature]*
 Approved as to Survey
 16/11/87
 Deposited this day of 19
 District Land Registrar
 SO 22593

File Received 24/5/88
 Instructions

1949 Sheet 5 of 5

LAND DISTRICT OTAGO R/M 6430 & B
 SURVEY BLK & DIST XV Long Valley S.D.
 NZMS 261 SHEET NO. VIII Lammerlaw S.D.
 G 43

LOCAL AUTHORITY Tuapeka County
 Surveyed by McGeorge & Elder
 Scale 1:10,000 Date Jan 1987

Survey - Crown Department of Lands and Survey, Wellington



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier **OT15C/1053**

Land Registration District **Otago**

Date Issued 21 February 1995

Prior References

OT14C/754

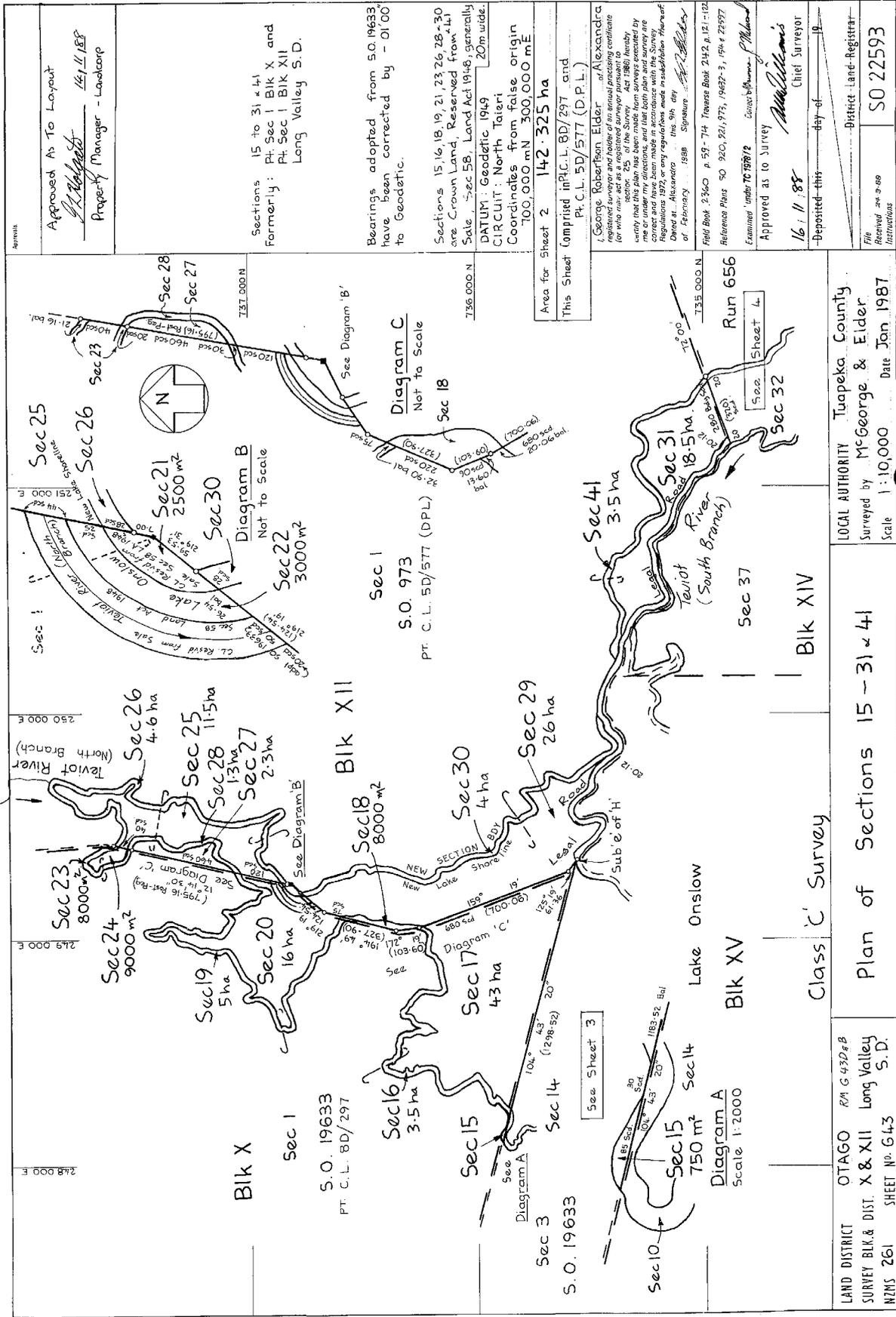
Estate Fee Simple
Area 58.3000 hectares more or less
Legal Description Section 25, Section 27, Section 29 and
Section 31 Survey Office Plan 22593

Registered Owners

Pioneer Energy Renewables Limited Partnership

Interests

Subject to Section 3 Petroleum Act 1937
Subject to Section 8 Atomic Energy Act 1945
Subject to Section 3 Geothermal Energy Act 1953
Subject to Section 6 Mining Act 1971
Subject to Section 8 Mining Act 1971
Subject to Section 5 Coal Mines Act 1979
Subject to Section 261 Coal Mines Act 1979
Subject to Part IV A Conservation Act 1987



Approved As To Layout
[Signature]
 Property Manager - Landcorp

Sections 15 to 31 & 41
 Formerly: Pt. Sec 1 Bik X and Pt. Sec 1 Bik XII
 Long Valley S. D.

Bearings adopted from S.O. 19633 have been corrected by -01'00" to Geodetic.

Sections 15, 16, 18, 19, 21, 23, 26, 28, 30 are Crown Land, Reserved from Sale. Sec 58, Land Act 1916, generally 20m wide.

DATUM: Geodetic 1949
 CIRCUIT: North Tairāwhiti
 Coordinates from false origin
 100,000 mN 300,000 mE

Area for Sheet 2 142.325 ha
 This Sheet Comprised in P.L. 8D/297 and Pt. C.L. 5D/577 (D.P.L.)

[Signature]
 Registered Surveyor and holder of an annual practicing certificate for the Province of Canterbury, New Zealand, under the Survey Act 1980, hereby certify that the plan has been made from surveys executed by me or under my directions, and that both plan and survey are in accordance with the provisions of the Survey Act 1980, and that the plan is a true and correct copy of the original as deposited in the office of the Registrar of Land at Wellington on the 9th day of February 1988.

Field Book 2360 p. 57-74
 Reference Plans SO 320, 921, 973, 1962-3, 198 & 22577

Approved as to Survey
 16/11/88
 Chief Surveyor

Deposited this day of 1988
 District Land Registrar

File Received 24 9 88
 Instructions SO 22593

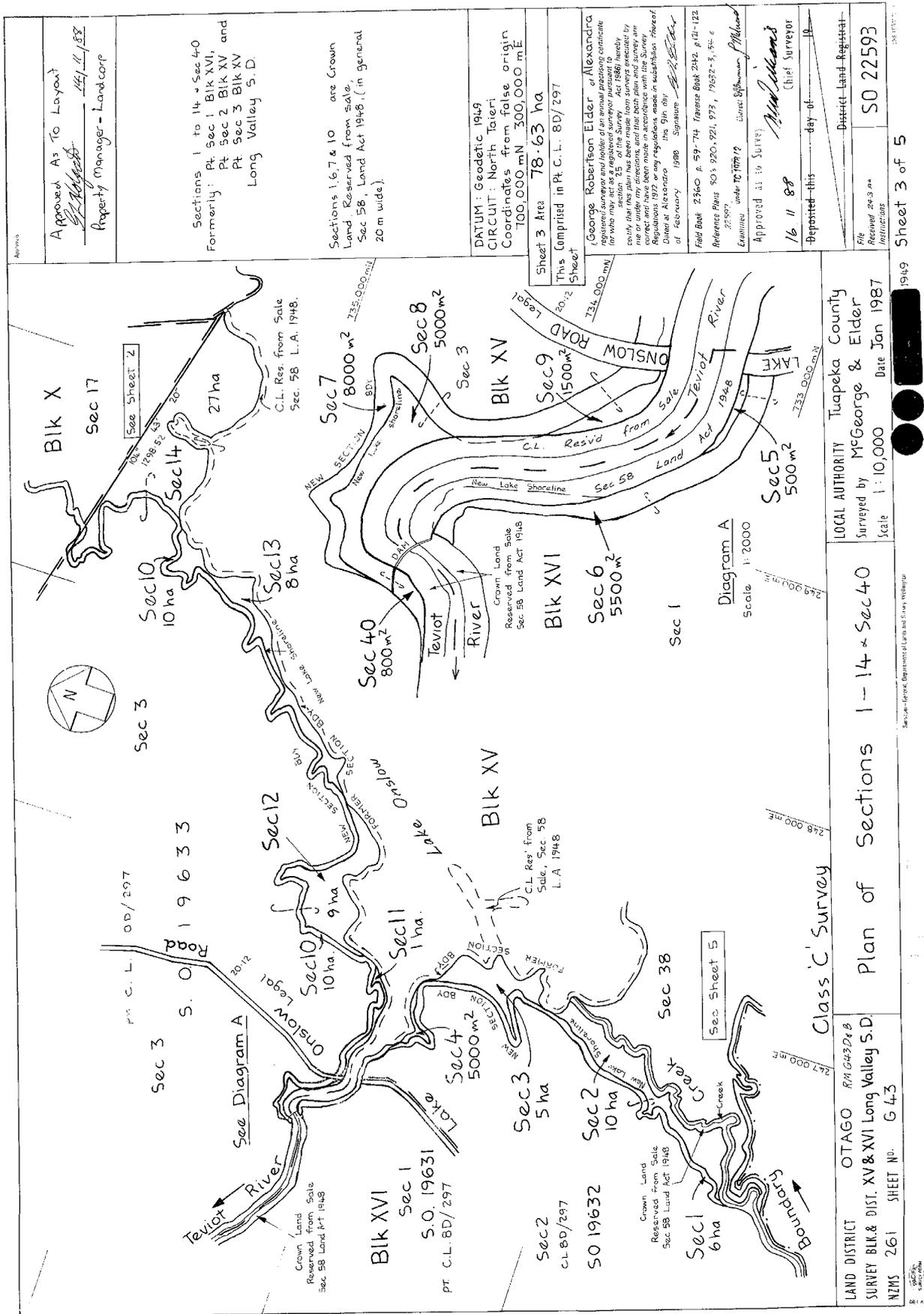
1949 Sheet 2 of 5

LOCAL AUTHORITY Tuapeka County
 Surveyed by McGeorge & Elder
 Scale 1:10,000 Date Jan 1987

Class 'C' Survey
 Bik XIV
 Plan of Sections 15-31 & 41

LAND DISTRICT OTAGO R.M. G 430 #B
 SURVEY BLK. & DIST. X & XII Long Valley S. D.
 NZMS 261 SHEET NO. G 43

Surveyed and Registered at Wellington



Approved As To Layout
 14/11/88
 Property Manager - Landcorp

Sections 1 to 14 & Sec 40
 Formerly: Pt. Sec 1 Blk XVI, and
 Pt. Sec 2 Blk XV and
 Pt. Sec 3 Blk XV
 Long Valley S.D.

Sections 1, 6, 7 & 10 are Crown
 Land Reserved from sale,
 Sec 58, Land Act 1948, (in general
 20 m wide).

DATUM: Geodetic 1949
 CIRCUIT: North Tairāri
 Coordinates from false origin
 100,000 mN, 300,000 mE

Sheet 3 Area 78.63 ha
 This Comprised in Pt. C.L. 80/297
 Sheet

George Robertson Elder of Alexandra
 Registrar of Land and Survey
 in witness whereof I have signed this certificate
 at section 25 of the Survey Act 1986 hereby
 certifying that this plan has been made from
 correct and have been made in accordance with the Survey
 Regulations 1972 or any regulations made in substitution thereof
 Dated at Alexandra this 9th day
 of February 1988 Signature: *[Signature]*
 Chief Surveyor

Field Book 2360 p. 59-74 Reference Book 2042 p. 12-122
 Reference Plans SO 1920, 921, 973, 19632-3, 94, 4
 25/87
 Examined under the 1979 Act
 Approved as to Survey
 16/11/88
 Deposited this day of 1988

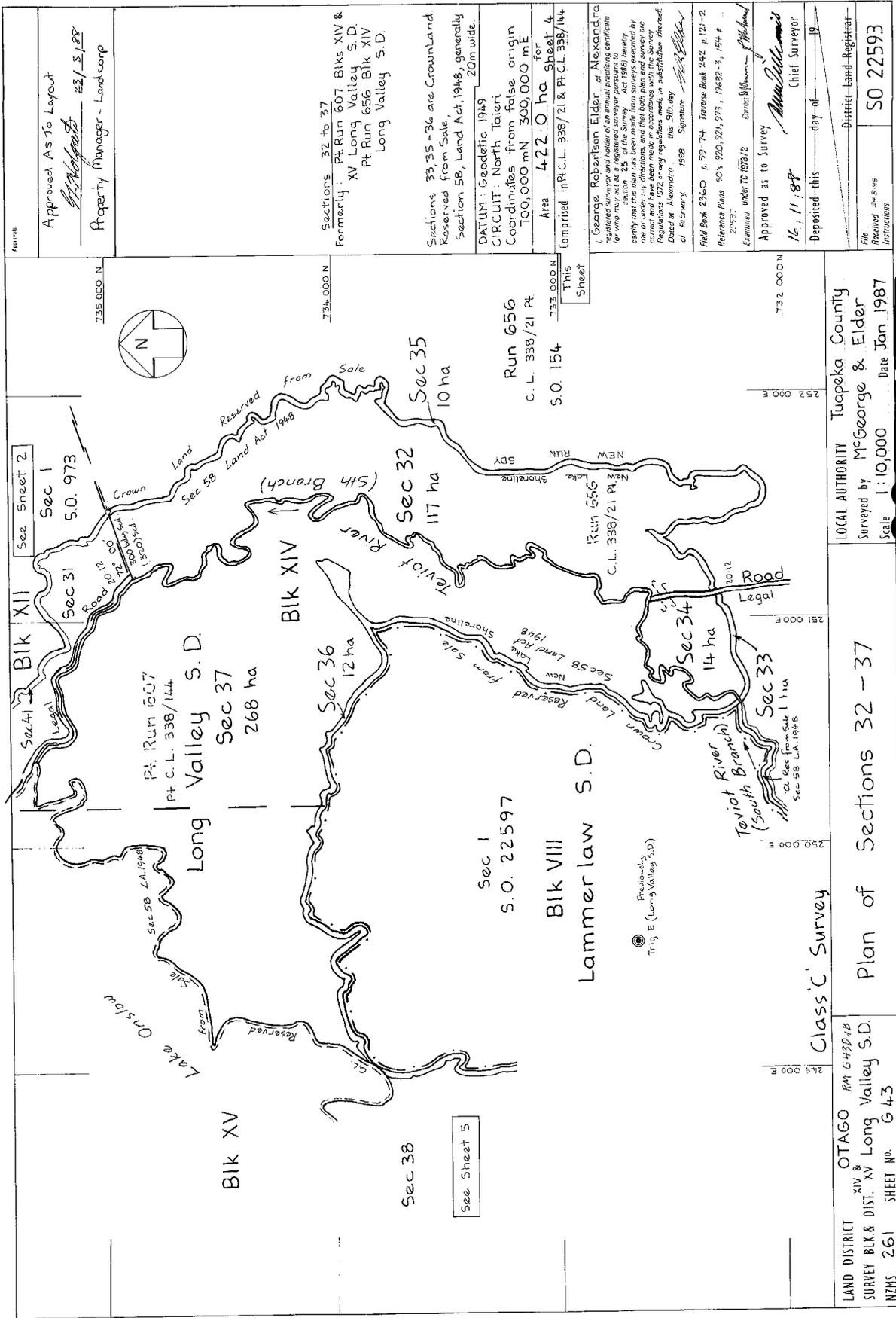
LOCAL AUTHORITY Tuapeka County
 Surveyed by McGeorge & Elder
 Scale 1:10,000 Date Jan 1987

Plan of Sections 1-14 & Sec 40
 Class 'C' Survey

LAND DISTRICT OTAGO R.M. G43D4B
 SURVEY BLK & DIST. XV & XVI Long Valley S.D.
 NZMS 261 SHEET NO. G 43

District Land Registrar
 File Reference 24.3
 Instructions SO 22593

1949 Sheet 3 of 5



Approved As To Layout
 23/3/88
 Property Manager - Landcorp

Sections 32 to 37
 Formerly: Pt Run 607, BIKs XIV & XV Long Valley S.D.
 Pt Run 656 BIK XIV Long Valley S.D.

Sections 33, 35 & 36 are Crown Land Reserved from Sale.
 Section 56, Land Act, 1948, generally 20m wide.

DATUM: Geodetic 1949
 CIRCUIT: North Tairā
 Coordinates from false origin
 100,000 mN 300,000 mE

Area 422.0 ha for
 Comprised in P.C.L. 338/21 & P.C.L. 338/144

George Robertson Elder, of Alexandria, registered surveyor and holder of an annual practicing certificate for who may, as required by the Survey Act 1986, hereby certify that this plan has been made from surveys executed by me or under my directions, and that both plan and survey are true and correct in accordance with the provisions of the Regulations 1978, as any regulations made in substitution thereof. Dated at Auckland this 5th day of February 1988. Signature: [Signature]

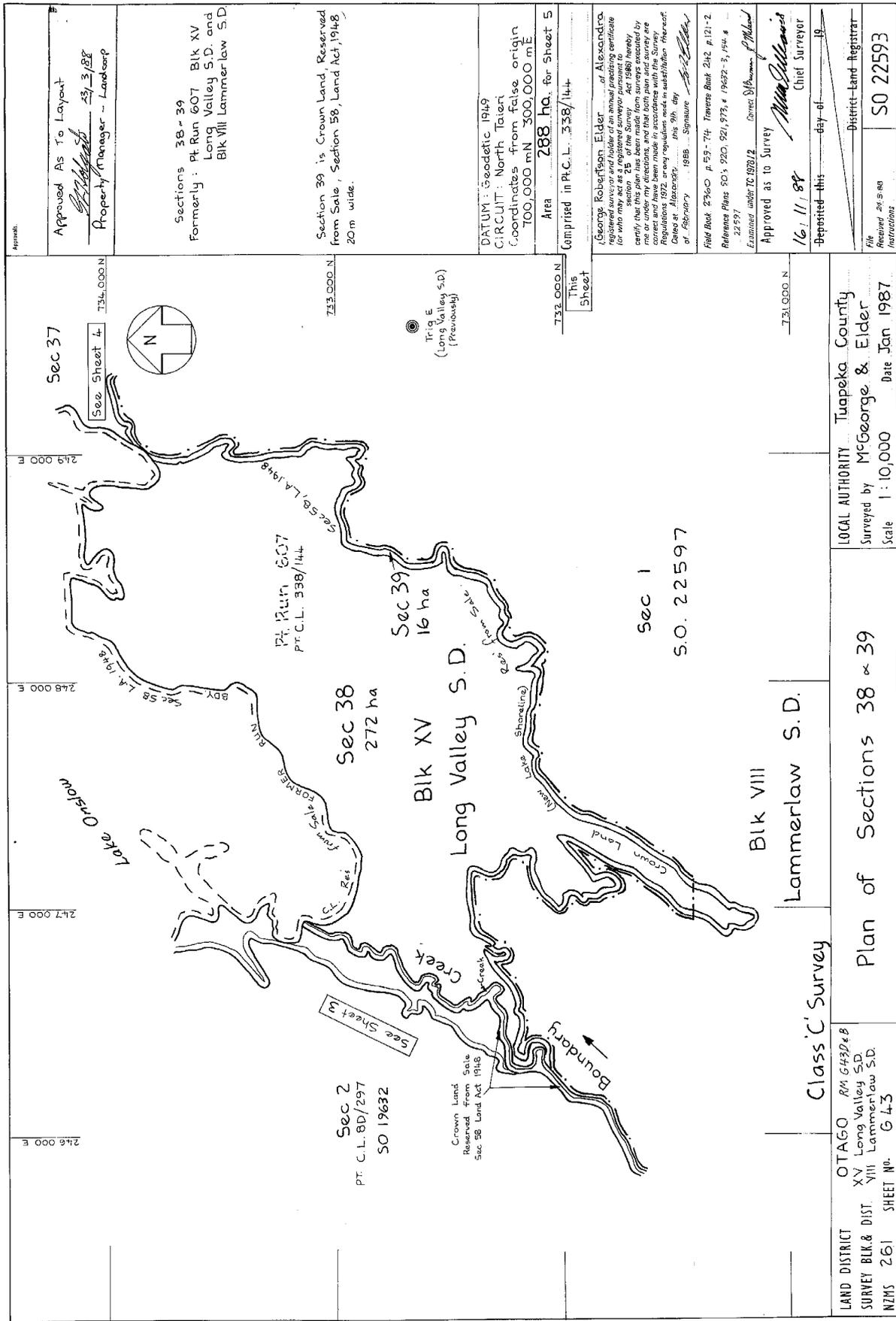
Field Book 2360 p. 59-74. Traverse Book 242 p. 121-2. Reference Plus 50's 320, 321, 323, 19632-3, 154 & 25455.
 Examined under TO 1978/2. Signed: [Signature]
 Approved as to Survey
 16/1/88
 Deposited this day of 1988
 District Land Registrar
 File Received 24/5/88
 Instructions SO 22593

LOCAL AUTHORITY Tuapeka County
 Surveyed by McGeorge & Elder
 Scale 1:10,000 Date Jan 1987

OTAGO RM 043/4B
 SURVEY BLK & DIST. XV Long Valley S.D.
 NZMS 261 SHEET No. G 4-3

Class 'C' Survey
 Plan of Sections 32-37

1949 Sheet 4 of 5



Approved As To Layout
[Signature]
 Property Manager - Landloop

Sections 38, 39
 Formerly: Pt Run 607 BIK XV
 Long Valley S.D. and
 BIK VIII Lammerlaw S.D.

Section 39 is Crown Land, Reserved
 from Sale, Section 58, Land Act, 1948
 20m wide.

DATUM: Geodetic 1949
 CIRCUIT: North Taitet
 Coordinates from false origin
 100,000 mN 300,000 mE

Area 288 ha, for Sheet 5
 Comprised in P.C.L. 338/144

(George Robertson Elder or Alexandra
 registered surveyor and holder of an annual practicing certificate
 for who may act as a registered surveyor pursuant to
 the provisions of the Survey Act 1986 hereby
 certify that this plan is a true and correct copy of the
 original as shown to me or under my directions, and that both plan and survey are
 correct and have been made in accordance with the Survey
 Regulations 1982, every regulation as in substitution thereof,
 of the 1st January 1988, 9th day
 of February 1988. Signature *[Signature]*

Field Book 2740, p. 52-74, Traverse Book 242, p. 121-2.
 Reference Plans SO's 920, 921, 973, & 19627-3, 194, &
 22597
 Examined under TC 1979/12 Correct *[Signature]*

Approved as to Survey
[Signature]
 Chief Surveyor

16, 11, 88
 Deposited this day of 19

District Land Registrar
 SO 22593

File Received 26, 5, 88
 Instructions

1949 Sheet 5 of 5

LOCAL AUTHORITY Tuapeka County
 Surveyed by McGeorge & Elder
 Scale 1:10,000 Date Jan 1987

OTAGO R.M. 6430 & B
 XV Long Valley S.D.
 VIII Lammerlaw S.D.
 SHEET NO. G 43

LAND DISTRICT
 SURVEY BLK. & DIST.
 NZMS 261

Class C' Survey
 Lammerlaw S.D.
 Plan of Sections 38 & 39

Sec 1
 S.O. 22597

Sec 2
 P.T. C.L. 80/297
 SO 19632

Sec 37
 See Sheet 4

Sec 38
 272 ha

Sec 39
 16 ha

Trig E
 (Long Valley S.D.)
 (Previously)

Boundary

Crown Land
 Reserved from Sale
 Sec 58 Land Act 1948

From Crown Land
 Res.

Shoreline
 New

See Sheet 3

See Sheet 4

See Sheet 5

See Sheet 6

See Sheet 7

See Sheet 8

See Sheet 9

See Sheet 10

See Sheet 11

See Sheet 12

See Sheet 13

See Sheet 14

See Sheet 15

See Sheet 16

See Sheet 17

See Sheet 18

See Sheet 19

See Sheet 20

See Sheet 21

See Sheet 22

See Sheet 23

See Sheet 24

See Sheet 25

See Sheet 26

See Sheet 27

See Sheet 28

See Sheet 29

See Sheet 30

See Sheet 31

See Sheet 32

See Sheet 33

See Sheet 34

See Sheet 35

See Sheet 36

See Sheet 37

See Sheet 38

See Sheet 39

See Sheet 40

See Sheet 41

See Sheet 42

See Sheet 43

See Sheet 44

See Sheet 45

See Sheet 46

See Sheet 47

See Sheet 48

See Sheet 49

See Sheet 50

See Sheet 51

See Sheet 52

See Sheet 53

See Sheet 54

See Sheet 55

See Sheet 56

See Sheet 57

See Sheet 58

See Sheet 59

See Sheet 60

See Sheet 61

See Sheet 62

See Sheet 63

See Sheet 64

See Sheet 65

See Sheet 66

See Sheet 67

See Sheet 68

See Sheet 69

See Sheet 70

See Sheet 71

See Sheet 72

See Sheet 73

See Sheet 74

See Sheet 75

See Sheet 76

See Sheet 77

See Sheet 78

See Sheet 79

See Sheet 80

See Sheet 81

See Sheet 82

See Sheet 83

See Sheet 84

See Sheet 85

See Sheet 86

See Sheet 87

See Sheet 88

See Sheet 89

See Sheet 90

See Sheet 91

See Sheet 92

See Sheet 93

See Sheet 94

See Sheet 95

See Sheet 96

See Sheet 97

See Sheet 98

See Sheet 99

See Sheet 100



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

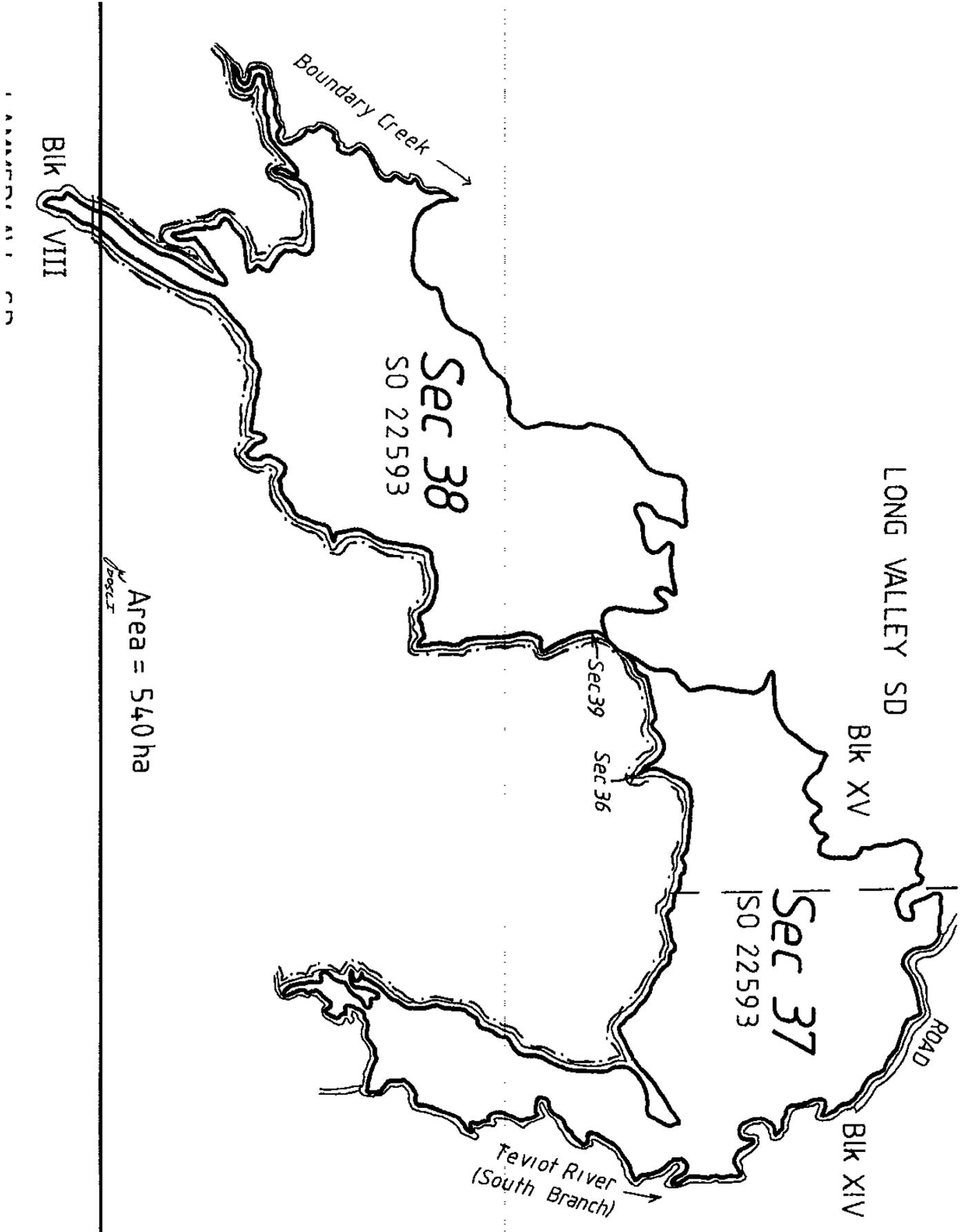
Identifier OT17A/329
Land Registration District Otago
Date Issued 13 September 1995

Prior References
OT13B/54

Estate Fee Simple
Area 540.0000 hectares more or less
Legal Description Section 37-38 Survey Office Plan 22593

Registered Owners
Pioneer Energy Renewables Limited Partnership

Interests
Subject to Part IV A Conservation Act 1987





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier **589511**
Land Registration District **Otago**
Date Issued 27 September 2012

Prior References
151509

Estate Fee Simple
Area 526.5047 hectares more or less
Legal Description Lot 1 Deposited Plan 456324 and Lot 1, 5
Deposited Plan 337026

Registered Owners
Sanddale Farm Limited

Interests

Subject to Section 11 Crown Minerals Act 1991

Subject to Part IV A Conservation Act 1987

Subject to Section 241(2) Resource Management Act 1991 (affects DP 337026)

Subject to a right of way over part marked A on DP 456324 created by Easement Instrument 6390077.2 - 20.4.2005 at 9:00 am

Appurtenant hereto is a right of way created by Easement Instrument 6390077.2 - 20.4.2005 at 9:00 am

Subject to Section 241(2) Resource Management Act 1991 (affects DP 456324)

Subject to a right of way over part marked A and D on DP 456324 created by Easement Instrument 9191201.7 - 27.9.2012 at 3:03 pm

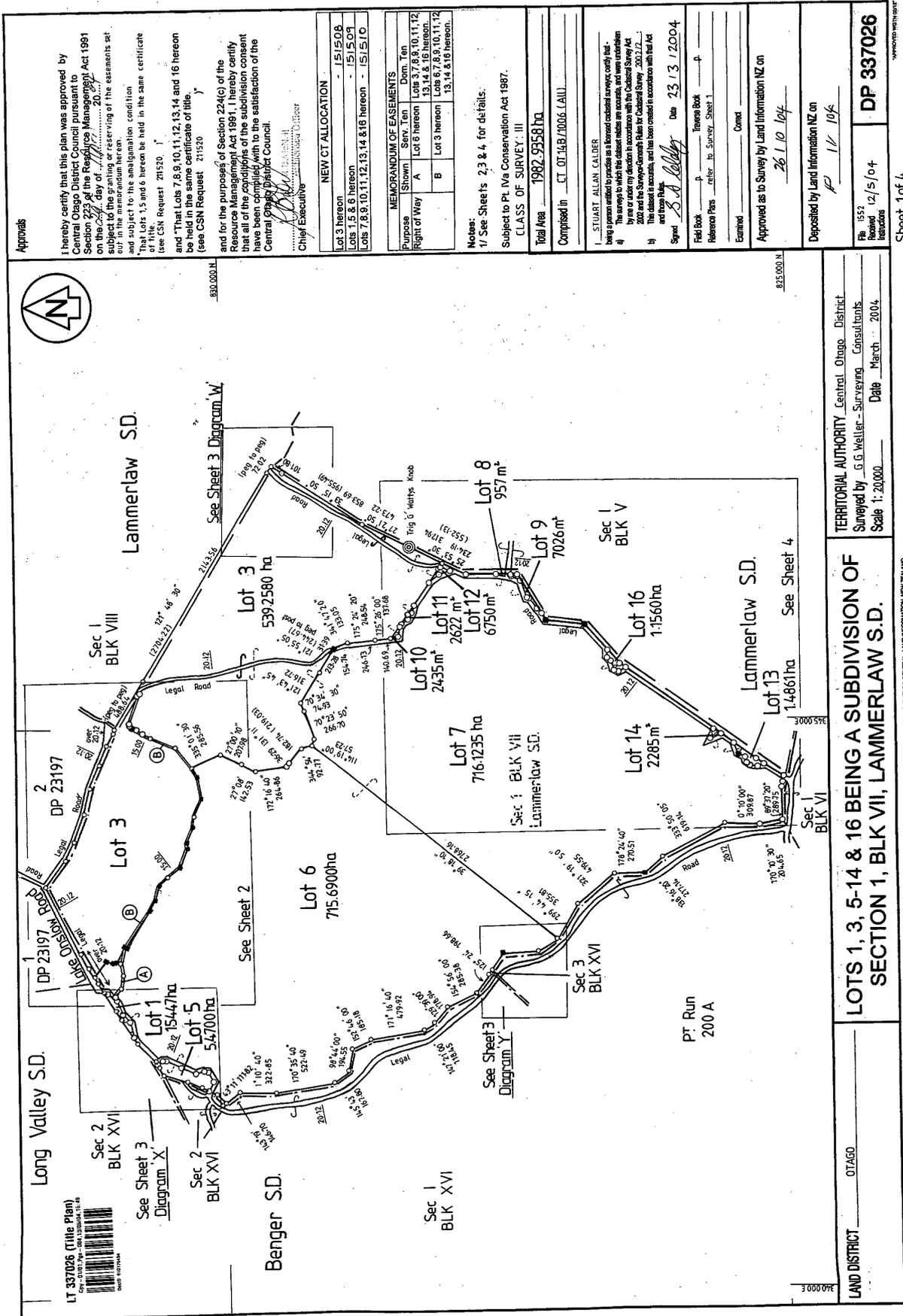
Appurtenant hereto is a right of way created by Easement Instrument 9191201.7 - 27.9.2012 at 3:03 pm

The easements created by Easement Instrument 9191201.7 are subject to Section 243 (a) Resource Management Act 1991

11846031.1 Forestry Right pursuant to Forestry Rights Registration Act 1983 to Kitale Farms Limited - 29.9.2020 at 3:18 pm

11846031.2 Forestry Right pursuant to Forestry Rights Registration Act 1983 to Peter Beach Sandford and Catherine Ann Sandford - 29.9.2020 at 3:18 pm

11846031.3 Forestry Right pursuant to Forestry Rights Registration Act 1983 to Peter Beach Sandford and Catherine Ann Sandford - 29.9.2020 at 3:18 pm



Approvals

I hereby certify that this plan was approved by Central Otago District Council pursuant to Section 223 of the Resource Management Act 1991 on the 12th day of 12/2004.

subject to the granting or reserving of the easements set out in the memorandum hereon.

and subject to the amalgamation condition that Lots 1, 5 and 6 hereon be held in the same certificate (see CSN Request 21520, 1)

and that Lots 7, 8, 9, 10, 11, 12, 13, 14 and 16 hereon be held in the same certificate of title (see CSN Request 21520, 1)

and for the purposes of Section 224(c) of the Resource Management Act 1991, I hereby certify that all of the conditions of the subdivision consent have been complied with to the satisfaction of the Central Otago District Council.

Chief Executive

NEW CT ALLOCATION	
Lot 3 hereon	- 1515.08
Lots 1, 5 & 6 hereon	- 1515.09
Lots 7, 8, 9, 10, 11, 12, 13, 14 & 16 hereon	- 1515.10

MEMORANDUM OF EASEMENTS			
Purpose	Shown	Subj. Ten	Dom. Ten
Right of Way	A	Lot 6 hereon	Lots 7, 8, 9, 10, 11, 12, 13, 14 & 16 hereon.
	B	Lot 3 hereon	Lots 6, 7, 8, 9, 10, 11, 12, 13, 14 & 16 hereon.

Notes:
 1/ See Sheets 2, 3 & 4, for details.
 Subject to Pt. Va Conservation Act 1987.
 CLASS OF SURVEY: III

Total Area 1982.9358 ha
 Comprised in CT 01/14/9/1006 (All)

L. STUART, ALLAN CALDER
 I have caused to be made a correct and accurate survey of the land shown on this plan and I certify that the same is correct and accurate and was undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General Rules for Cadastral Survey 2002. I, L. Stuart, Allan Calder, the Surveyor-General, have caused this plan to be made and I have caused it to be corrected in accordance with that Act and these Rules.

Signed *L. Stuart* Date 23.12.2004

Field Book p. _____ Thematic Book p. _____
 Reference Plans refer to Survey Sheet 1
 Examined _____ Correct
 Approved as to Survey by Land Information NZ on 26/10/04

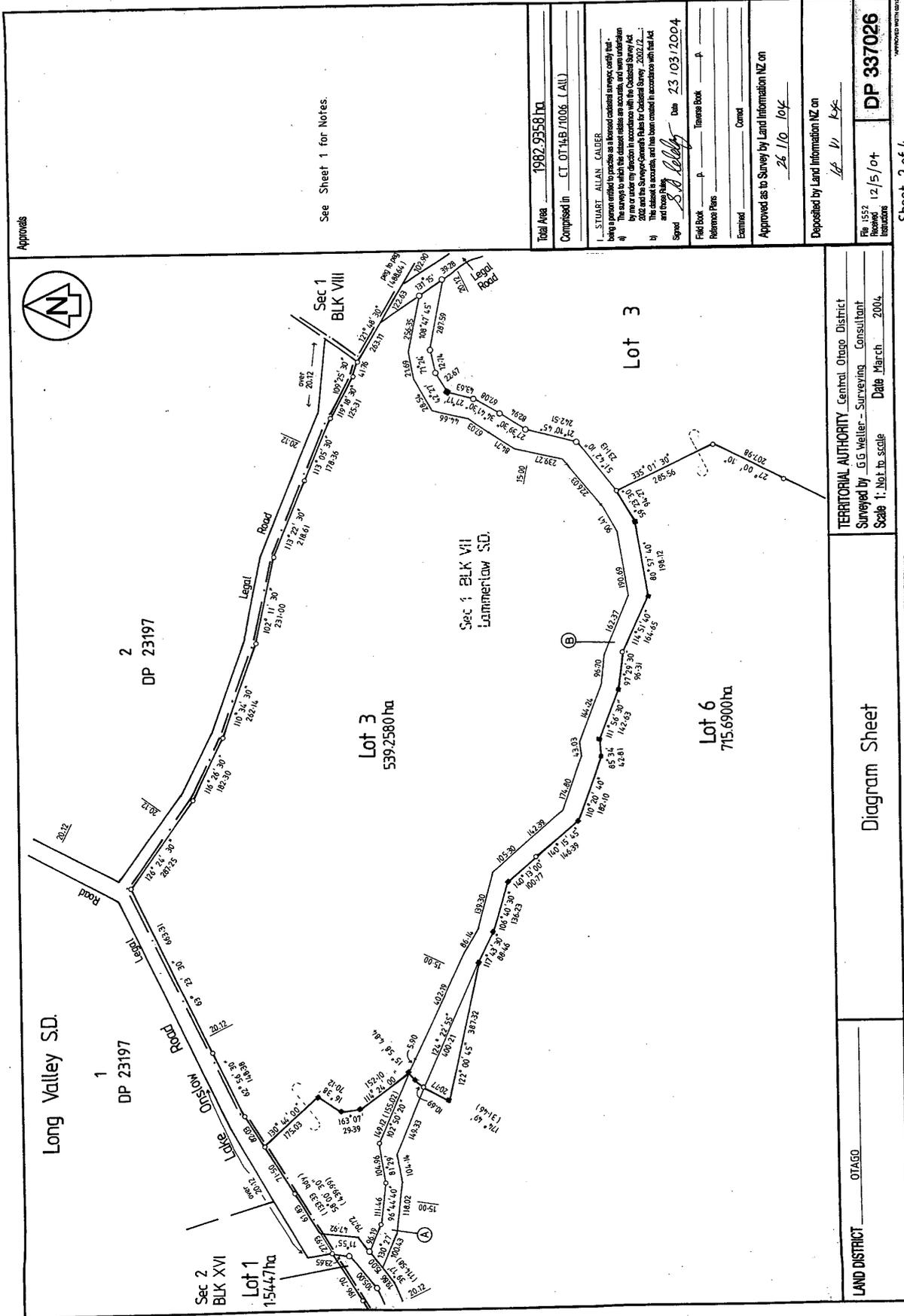
Deposited by Land Information NZ on 11/11/04
 File No. 12/5/04
 Received 12/5/04
 Instructions DP 337026

Sheet 1 of 4

TERRITORIAL AUTHORITY: Central Otago District
 Surveyed by G.G. Weiler - Surveying Consultants
 Scale 1:20,000 Date March 2004

LOTS 1, 3, 5-14 & 16 BEING A SUBDIVISION OF SECTION 1, BLK VII, LAMMERLAW S.D.

OTAGO
 LAND DISTRICT



Approvals

See Sheet 1 for Notes.

Total Area 1982.93581 ha
 Comprised in CT 07/149/1006 (A.U.)

I, STUART ALAN CALDER
 being a person entitled to practise as a registered cadastral surveyor, certify that:
 a) the information contained in this plan is a true and correct statement of the facts as shown on the ground and that the same has been surveyed and measured in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002/2;
 b) The stated area is correct, and has been created in accordance with that Act and these Rules.

Signed *S.A. Calder* Date 23/03/2004

Field Book _____ p. _____ Traverse Book _____ p. _____
 Reference Plans _____
 Examined _____ Correct _____

Approved as to Survey by Land Information NZ on 26/10/04

Deposited by Land Information NZ on 16/11/04

File 157
 Registrations 12/15/04
 DP 337026

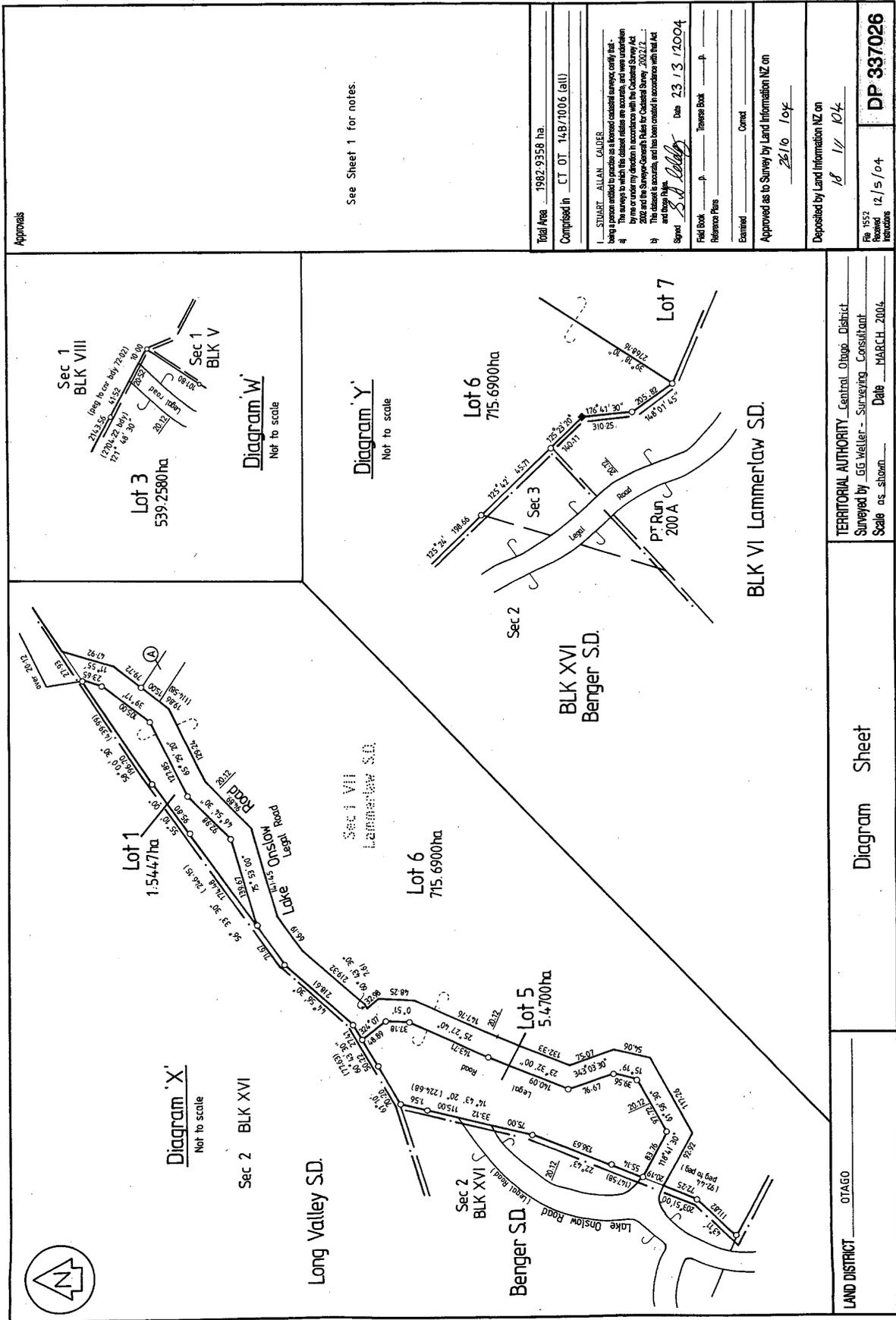
Sheet 2 of 4

TERRITORIAL AUTHORITY Central Otago District
 Surveyed by G.G. Weller - Surveying Consultant
 Scale 1: Not to scale Date March 2004

LAND DISTRICT OTAGO

Diagram Sheet

1:1 BOUNDARY SURVEY GENERAL LAND INFORMATION, NEW ZEALAND



Approvals

See Sheet 1 for notes.

Total Area 1982.9358 ha.

Complished in CT OT 1487/006 (all)

STUART, ALLAN, CALDER
 being a person entitled to practice as a licensed cadastral surveyor, certify that -
 a) The surveys to which this instrument relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey Regulations made for that Act; and
 b) The boundaries, areas, and other matters, as they appear on this instrument, are true and correct in accordance with that Act.

Signed *Stuart Calder* Date 23 / 3 / 2004

Field Book _____

Reference Plans _____

Examined _____

Approved as to Survey by Land Information NZ on _____

Deposited by Land Information NZ on _____

18 / 1 / 04

2610 / 04

File 1552
 Received 12 / 5 / 04
 DP 337026

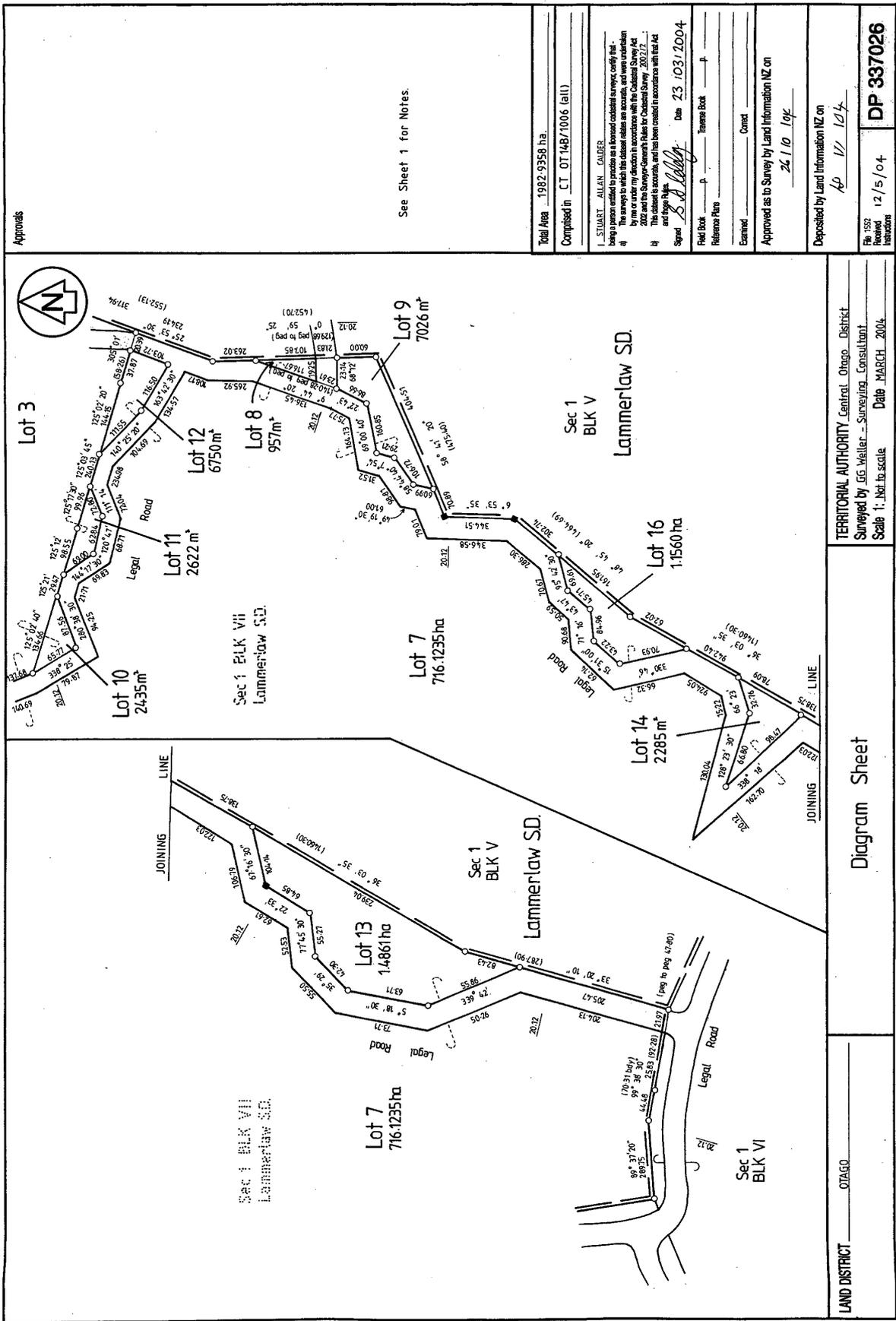
Sheet 3 of 4

TERRITORIAL AUTHORITY: Central Otago District
 Surveyed by: G.G. Weller - Surveying Consultant
 Scale as shown Date: MARCH 2004

Diagram Sheet

LAND DISTRICT: OTAGO

ALL RIGHTS RESERVED. GENERAL LAND INFORMATION, NEW ZEALAND.



Approvals

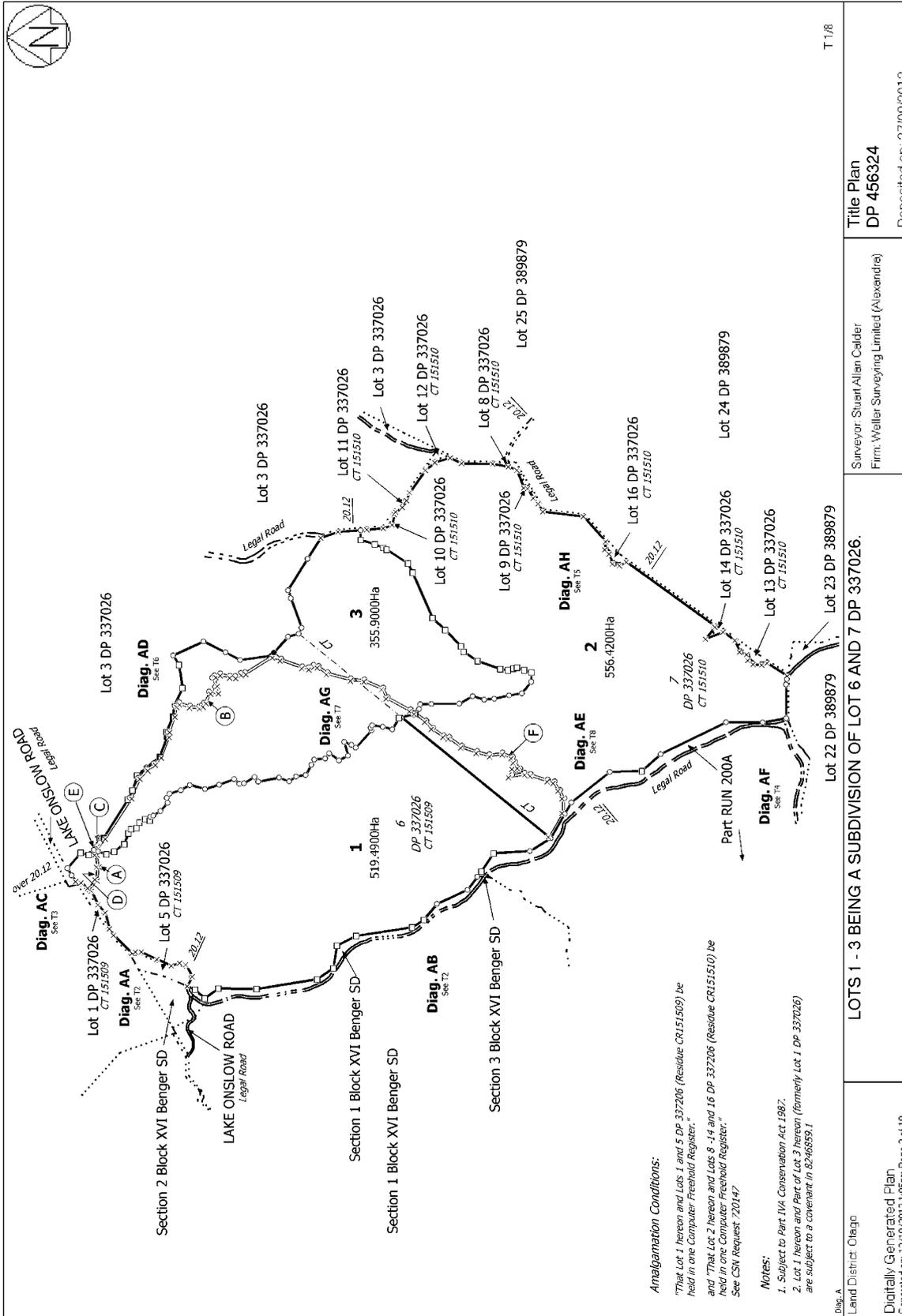
See Sheet 1 for Notes.

Total Area	1982.9356 ha.
Comprised in	CT OT 148/1006 (all)
<p>L. STUART ALAN CALDER being a person entitled to practice as a licensed cadastral surveyor, certify that - a) The surveys to which this plan relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey, 2002/12. - b) All bearings and distances, and all other information contained in this plan are true and correct to the best of my knowledge and belief.</p>	
Signed	<i>[Signature]</i> Date 23.03.2004
Field Book	_____
Reference Plans	_____
Examined	_____
Approved as to Survey by Land Information NZ on	26.10.04
Deposited by Land Information NZ on	AP 11/104
File 1552 Received Date	12/5/04
DP	337026

TERRITORIAL AUTHORITY	Central Otago District
Surveyed by	GG Moller - Surveying Consultant
Scale 1:	Not to scale
Date	MARCH 2004
Diagram Sheet	
LAND DISTRICT	OTAGO

Sheet 4 of 4

As shown on the GENERAL LAND INFORMATION NEW ZEALAND



Amalgamation Conditions:

"That Lot 1 hereon and Lots 1 and 5 DP 337026 (Residue CR151509) be held in one Computer Freehold Register,"
 and "That Lot 2 hereon and Lots 8 - 14 and 16 DP 337026 (Residue CR151510) be held in one Computer Freehold Register."
 See CSV Request 720147

Notes:

1. Subject to Part IVA Conservation Act 1987.
2. Lot 1 hereon and Part of Lot 3 hereon (formerly Lot 1 DP 337026) are subject to a covenant in 8246859.1

Diag. A

Land District: Otago

Digitally Generated Plan

Generated on: 12/10/2012 1:05pm Page 3 of 10

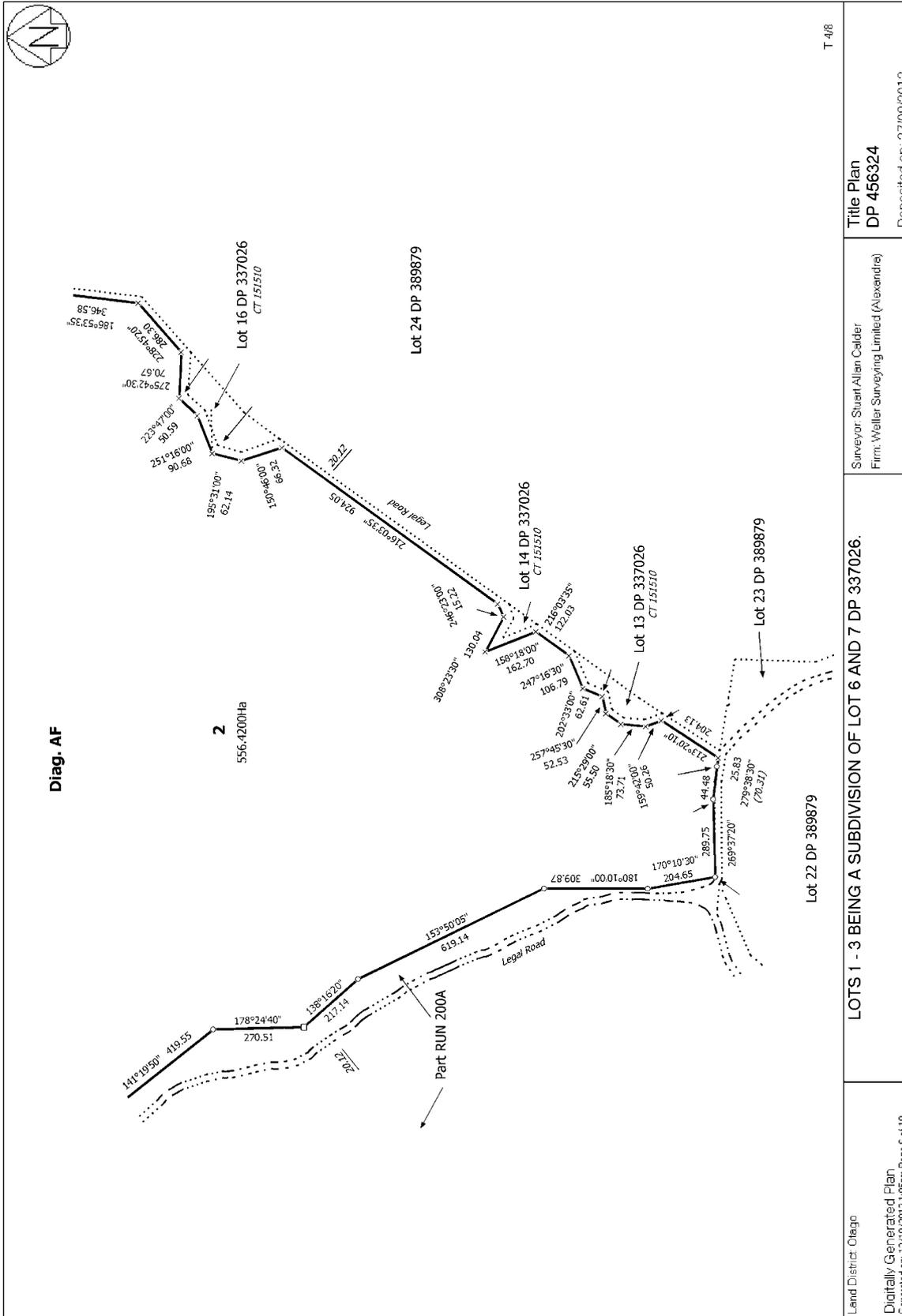
LOTS 1 - 3 BEING A SUBDIVISION OF LOT 6 AND 7 DP 337026.

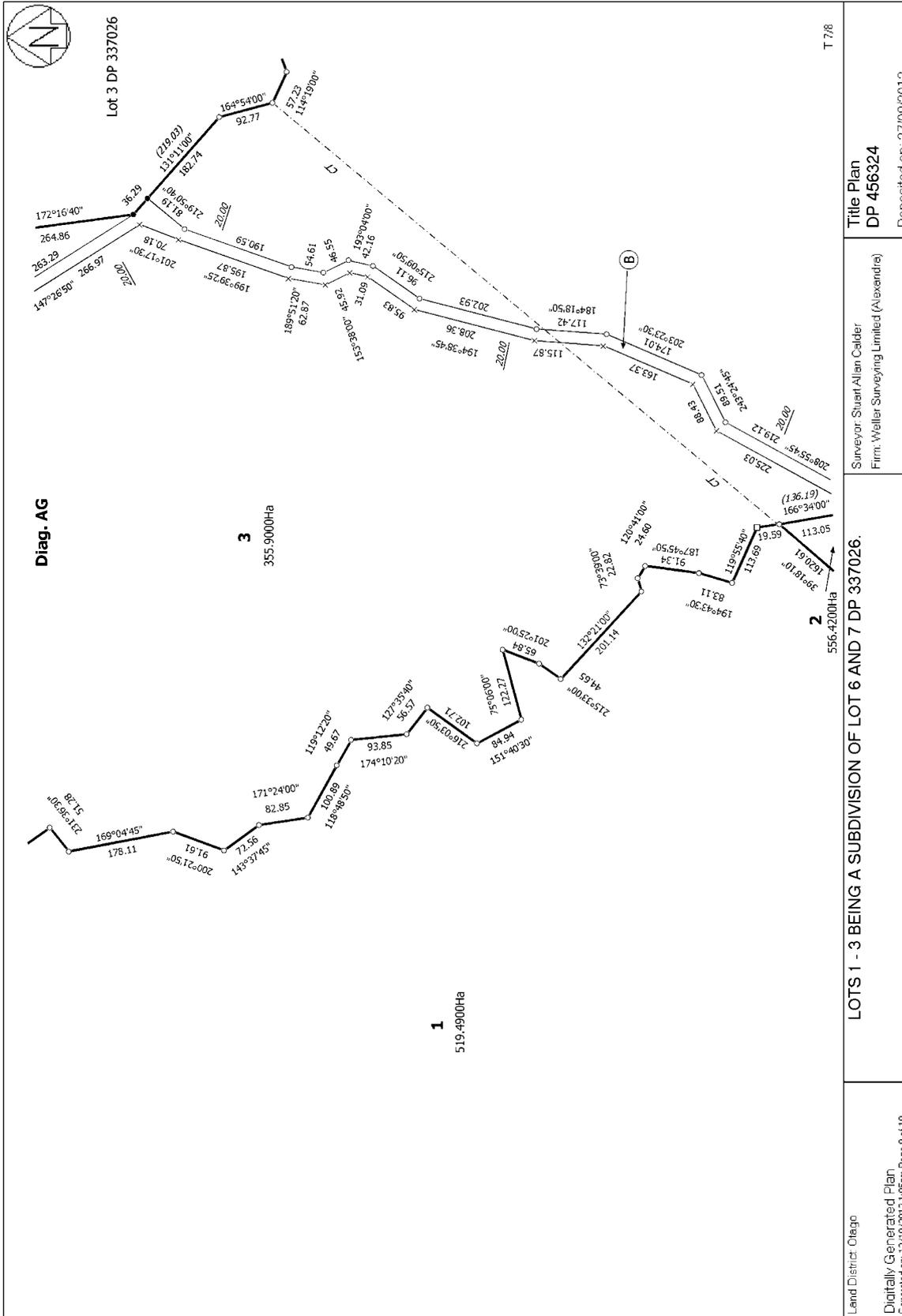
Surveyor: Stuart Allan Calder
 Firm: Weller Surveying Limited (Alexandra)

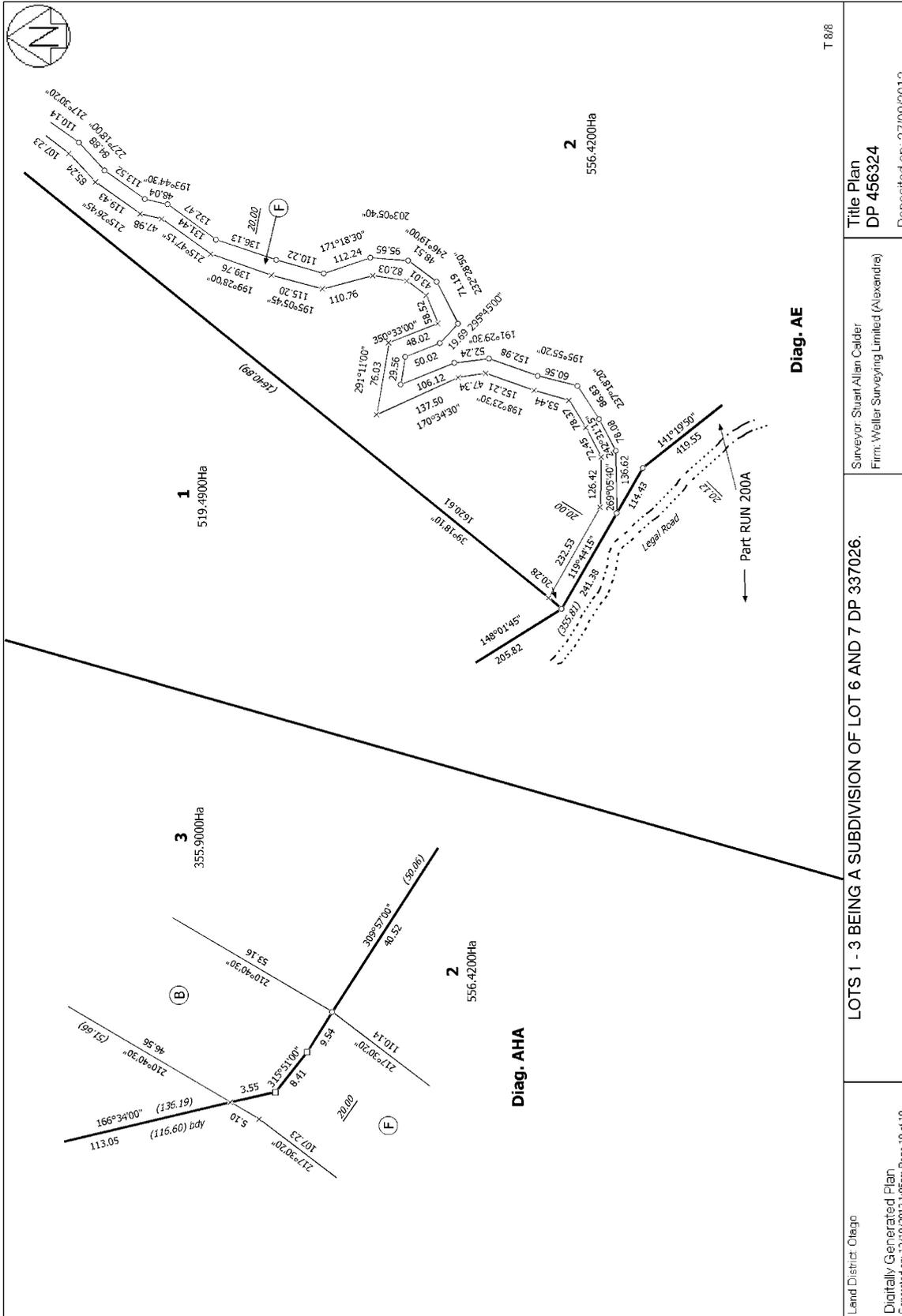
**Title Plan
 DP 456324**

Deposited on: 27/09/2012

T 1/8









View Instrument Details

Instrument No 11846031.2
Status Registered
Date & Time Lodged 29 September 2020 15:18
Lodged By Conway, Trudy Ann
Instrument Type Easement Instrument



Affected Records of Title	Land District
589511	Otago

Annexure Schedule Contains 13 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

Signature

Signed by Trudy Ann Conway as Grantor Representative on 29/09/2020 03:17 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 Trudy Ann Conway as Grantee Representative on 29/09/2020 03:17 PM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Sanddale Farm Limited

Grantee

Peter Beach Sandford and Catherine Ann Sandford

Grant of Easement or *Profit à prendre*

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) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Forestry Right		589511	In gross

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

~~Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007~~

The implied rights and powers are hereby ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~{Memorandum number _____, registered under section 209 of the Land Transfer Act 2017}~~

[The Forestry Right contains the provisions set out in Annexure Schedule 1.]

Annexure Schedule 1

Background

- A. The Grantor is the registered owner of the Land.
- B. The Grantor has agreed to grant a forestry right (within the meaning of the Forestry Rights Registration Act 1983) to the Grantee in accordance with this Agreement.

This Agreement records

1. Definitions

Term	Meaning
Access Ways	those parts of the Land used for access as at the date of this Agreement
Commencement Date	The date this Agreement is signed by the parties
Crop	The Douglas Fir trees growing or to be planted on the Woodlot
Expiry Date	When terminated under the provisions of this Agreement
Land	Tima Burn Road, Teviot comprised in Record of Title 589511 and legally described as Lot 1 Deposited Plan 456324 and Lot 1, Lot 5 Deposited Plan 337026 containing 526.5047 hectares more or less (fee simple)
Payment plus GST	\$1.00 per annum excluding GST
Payment Provisions	On each anniversary of the Commencement Date
Retained Area	That part of the Land which is not the Woodlot
Term	The term of this Forestry Right as fixed by clause 5.1
Woodlot	That part of the Land coloured yellow on the attached plan

2. Grant of Forestry Right

- 2.1 The Grantor grants to the Grantee pursuant to the provisions of the Forestry Rights Registration Act 1983 (**Act**) a sole and exclusive forestry right in gross for the Term to maintain and harvest the Crop on the Woodlot in accordance with the provisions of this Agreement.

3. Grantee's Rights

- 3.1 The Grantee, and persons authorised by the Grantee, have the right to:
- (a) use the Access Ways;
 - (b) use any existing tracks, roads, bridges, culverts and other facilities on the Land;
- for the purposes of exercising the Forestry Right only.
- 3.2 Subject always to clause 14.2, the Grantee, and persons authorised by the Grantee, have the right to:
- (a) maintain and bring the Crop to maturity; and
 - (b) harvest and stockpile the Crop on the Woodlot.
- 3.3 Subject always to clause 14.2, the Grantee has the right to do anything on the Land which in the Grantee's reasonable opinion is necessary or desirable to enjoy the full benefits of this Forestry Right.
- 3.4 The Grantee must comply with the provisions of clauses 8 and 9 when exercising any of the rights above.

4. Forestry Right under the Act

- 4.1 (a) The Forestry Right set out in this Agreement is a forestry right in terms of the Act and is accordingly deemed to be a profit a prendre.
- (b) The Grantor's covenants are forestry covenants in terms of the Act.
- (c) The Grantor and Grantee will respectively take all necessary or desirable steps to have this Forestry Right registered against the title to the Land.
- 4.2 (a) The Grantor will obtain the consent of any mortgagee or other encumbrancer of the Land to this Forestry Right and its terms.
- (b) The Grantee's obligations to make any payment under this Agreement will be deferred until 21 days after this Forestry Right has been registered in the appropriate District Land Registry.
- 4.3 This Forestry Right relates to the Crop and no other species of tree.

5. Term of Right

- 5.1 This Forestry Right will commence on the Commencement Date and must end no later than the Expiry Date, which will be on the earlier of either completion of the harvesting of the Crop, the happening of an event in clause 15, or other event of termination as set out in this Agreement.
- 5.2 (a) The trees on the Woodlot may be harvested in coupes (**Coupes**) over a period of time.
- (b) The boundaries of each of the Coupes and the time period and sequence during which the Coupes are harvested will be decided by the Grantor.

(c) Once the Crop within each of the Coupes is harvested and that area is left in the condition required in clause 8.2 then this Forestry Right shall end in respect of that area.

5.3 If this Forestry Right ends in respect of the area of any of the Coupes the Grantee may still use the existing tracks, roads, bridges, culverts and other facilities on those areas for the purposes of exercising the remainder of the Forestry Right.

5.4 This Forestry Right and the Assignment of Right to Carbon Credits dated on or about the date of this Forestry Right (**Assignment Agreement**) are interdependent so that one shall not be dealt with without the other. In the event the Assignment Agreement is terminated or expires for any reason, this Forestry Right shall automatically terminate on such date of termination or expiry of the Assignment Agreement.

6. **Payments**

6.1 The Grantee will pay the Payment to the Grantor in accordance with the Payment Provisions.

6.2 The Grantee will pay goods and services tax (or any similar tax) on all payments made by the Grantee in terms of this Forestry Right where the payments are levied with the tax.

7. **Rates, Taxes and Other Assessments**

7.1 The Grantor will pay all rates and other assessments and all charges for water, gas and electricity payable in respect of the Land except where such charges for utilities are incurred by the Grantee.

8. **Grantee's responsibilities in respect of the Woodlot**

8.1 Subject always to clause 14.2, The Grantee will comply with all statutes and bylaws affecting the Woodlot in exercising this Forestry Right. The Grantee will obtain all necessary consents and permits in connection with the planting, maintenance and harvesting of the Crop including (but not in limitation) all necessary consents under the Resource Management Act 1991.

8.2 In harvesting the Crop from the Woodlot the Grantee will fell all standing trees, and will leave all slash and other debris (clear of landings and water tables) within the boundaries of the Woodlot.

9. **Grantee to Cause as Little Inconvenience as Practicable**

9.1 The Grantee will use the Access Ways as the sole means of obtaining access to the Woodlot.

9.2 In exercising the Forestry Right, the Grantee and those persons authorised by the Grantee will cause as little interference as is practicable to the Grantor's use and enjoyment of the Land.

- 9.3 If the Grantee uses any part of the Retained Area other than the Access Ways it will promptly restore that part of the Retained Area to its previous condition when its use is no longer required.
- 9.4 When this Forestry Right ends all culverts, bridges, tracks and other improvements carried out by the Grantee (excluding buildings) and remaining on the Land will become the property of the Grantor.
- 9.5 The Grantee will inform the Grantor from time to time of the Grantee's intended activities on the Land.

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- 10.1 The Grantor and the Grantee will, in carrying out their respective operations on the Land, take all proper and reasonable precautions to prevent:
- (a) the spread of fire onto or from the Woodlot. They must each comply with the provisions of the Fire and Emergency New Zealand Act 2017; and
 - (b) the spread of any disease or anything else which may materially and adversely affect the Crop or the Grantor's activities on the Land.

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- 11.1 (a) The Grantor will erect a fence around the boundaries of the Woodlot (and each separate part) which are not already adequately fenced.
- (b) The fence must be sufficient to exclude grazing animals.
- (c) The Grantor will maintain the fencing around the Woodlot in good condition.

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- 12.1 (a) The Grantor will give the Grantee written notice of the disposal of any interest in the Land by the Grantor.
- (b) The notice must be given at least 30 days before completion of the disposal and must include the name and address of the new owner.
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- 14.1 The property in all trees growing on the Woodlot at the date of this Forestry Right is and will remain vested in the Grantor despite any rule of law or in equity to the contrary.
- 14.2 Notwithstanding anything to the contrary contained in clause 2.1 or elsewhere in this Agreement:
- (a) The Grantee shall not be entitled to undertake any maintenance or harvesting of the Crop on the Woodlot without the prior written consent of the Grantor;
 - (b) The Grantee shall not be entitled to remove or take any harvested Crop or timber from the Woodlot, with the rights being granted to the Grantee to solely be a right to maintain and harvest the Crop on the Woodlot provided the Grantee ensure that the Crop and any harvested timber remain on the Woodlot at all times; and
 - (c) Ownership of the Crop and the right to remove any harvested timber shall at all times remain with the Grantor and all profits in respect of the Crop shall be for the Grantor's sole benefit.

15. Termination for Destruction or Damage

- 15.1 If the trees growing on the Woodlot or a substantial part of them are destroyed or so badly affected that they are (in the Grantor's opinion) unsuitable for commercial use, the Grantor may advise the Grantee accordingly.
- 15.2 This Forestry Right will then terminate.
- 15.3 The Grantor will not be required to make any rebated refund of the Payment if this Forestry Right ends under this clause 15.

16. Default Interest

- 16.1 Either party who fails to pay any payment due to the other under this Forestry Right on the due date will pay interest on the amount in arrears at the rate of:
- (a) 6% per annum; plus
 - (b) the 90 day bill rate (current on the due date for payment),
- calculated from the due date to the date of actual payment.
- 16.2 For the purposes of clause 16.1 the **90 day bill rate** is the 90 day bank bill buy rate disclosed on Reuters screen page BKBM (or its successor page) at 11 am.
- 16.3 This clause 16 does not prejudice any other rights or remedies of either party.
- 16.4 (a) If judgment is given for any amount payable under this Forestry Right the amount (including legal costs) will be deemed a payment due under clause 16.1 on the date of the judgment.
- (b) The interest payable accordingly forms part of the judgment.

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- 17.1 (a) Neither party breaches this Forestry Right if its breach is caused by any reason beyond the control of that party (**force majeure**).
- (b) But force majeure does not include any event which that party could have prevented, or overcome by reasonable care.
- 17.2 If either party cannot perform its duties and obligations under this Forestry Right because of a force majeure event, that party must give full details of the reason to the other in writing.
- 17.3 (a) This Forestry Right will be suspended while force majeure continues.
- (b) As soon as force majeure ceases, the party relying upon it must give written advice to the other.
- (c) If force majeure continues for more than 90 days and substantially affects the commercial basis of this Forestry Right, the parties agree to consult about what action to take in the circumstances.
- (d) If appropriate, they must negotiate in good faith to modify the Forestry Right to allow it to proceed.
- (e) If the negotiations are unsuccessful, the party claiming relief under this clause can end the Forestry Right with 30 days' written notice to the other party.

18. Dispute Resolution – Mediation

- 18.1 A party must use the mediation procedure to resolve a dispute before commencing legal proceedings.
- 18.2 The mediation procedure is:
- (a) The party who wishes to resolve a dispute must give a notice of dispute to the other party.
- (b) The notice of dispute must state that the dispute has arisen, and state the matters in dispute.
- (c) When the notice of dispute has been given the parties will appoint a mediator and if they fail to agree the mediator will be appointed by the president of the New Zealand Law Society or the president's nominee.
- (d) The parties must co-operate with the mediator in an effort to resolve the dispute.
- (e) The mediator may engage an appropriately qualified expert to give an opinion on technical matters. The cost will be a mediator's cost (clause 18.2(h)).
- (f) If the dispute is settled, the parties must sign a copy of the terms of the settlement.
- (g) If the dispute is not resolved within 14 days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease.

- (h) Each party must pay a half share of the costs of the mediator's fee and costs.
- 18.3 The terms of settlement are binding on the parties and override the terms of this Agreement if there is any conflict.
- 18.4 Either party may commence legal proceedings when mediation ceases under clause 18.2(g).
- 18.5 The terms of settlement may be tendered in evidence in any mediation or legal proceedings.
- 18.6 The parties agree that written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during the mediation period are not admissible by the recipient in any legal proceedings.
- 18.7 The provisions of clause 18.1 will not apply to an application by either party seeking urgent interlocutory relief from any court.
- 18.8 Pending resolution of any dispute the parties will perform this Forestry Right in all respects including performance of the matter which is the subject of dispute.

19. Notices

- 19.1 (a) Any notice or other communication (**notices**) given under this Forestry Right must be in writing.
- (b) It may be served personally or sent to any of the relevant party's last known communication points.
- (c) Each party will notify the other in writing of their communication points and any changes to them.
- 19.2 Notices are deemed served at the following times:
- (a) when given personally, upon delivery;
- (b) when sent by post (other than airmail) or document exchange, 3 business days after posting;
- (c) when sent by airmail outside New Zealand, 5 business days after posting;
- (d) when sent by fax or email upon receipt of the correct answerback or receipt code.
- 19.3 Any notice which has been served on a Saturday, Sunday or public holiday is deemed to be served on the first business day after that day.
- 19.4 A notice may be given by an authorised officer, employee or agent.
- 19.5 (a) Notice may be given personally to a director, employee or agent of the party at that party's address or to a person who appears to be in charge at the time of delivery or according to section 387 to section 390 of the Companies Act 1993.
- (b) If the party is a natural person, partnership or association, the notice may be given to that person or any partner or responsible person. If they refuse to accept the notice, it may be brought to their attention and left in a place

accessible to them or according to Sections 352 to 361 of the Property Law Act 2007.

19.6 Time is of the essence.

20. Termination

20.1 This Forestry Right continues until ended:

- (a) by expiry of the Term or any renewed term (if applicable); or
- (b) by agreement between the parties; or
- (c) in accordance with clause 5, 15 or clause 20.2.

20.2 Either party can end this Forestry Right by notice in writing to the other party (**Termination Notice**) if the other party:

- (a) does not fulfil any of its obligations under this Forestry Right and either:
 - (i) the default is material and cannot be remedied; or
 - (ii) the default can be remedied but has not been 14 days after the other receives written notice of the default but a party cannot end this forestry right under this clause 20.2(a)(ii) if the default is not material or has been remedied before the other party receives the Termination Notice;
- (b) commits an act of bankruptcy or makes any assignment or composition with its creditors;
- (c) becomes liable to be placed in liquidation;
- (d) cannot pay its debts when they fall due, or is deemed not to be able to pay them in accordance with section 287 the Companies Act 1993; or
- (e) suspends payment to its creditors or ceases or threatens to cease operating or convenes a meeting of its creditors to propose a scheme of arrangement with them;
- (f) has a liquidator appointed or its board or shareholders propose or pass a resolution to appoint a liquidator;
- (g) has a receiver, manager or statutory manager appointed;
- (h) has an application for it to be placed in liquidation presented or advertised;
- (i) passes or purports to pass a resolution for it to be placed in liquidation;
- (j) transfers or disposes of a substantial part of its assets for inadequate consideration, or threatens to do so.

20.3 Any termination of this Forestry Right will be without prejudice to the rights of either party arising prior to termination.

20.4 Nothing in clause 20 affects the operation of any clauses in this Forestry Right which are expressed or implied to have effect after its termination.

21. Waiver

- 21.1 If either party delays or does not exercise any right or remedy under this Forestry Right, it is not a waiver of that right or remedy.
- 21.2 The single or partial exercise of any right or remedy under this Forestry Right does not preclude the exercise of any other right or remedy or its further exercise.
- 21.3 The rights and remedies provided in this Forestry Right are cumulative. They do not exclude any rights or remedies provided by law.
- 21.4 Any waiver or consent given by a party must be in writing and will be effective only in the specific instance and for the specific purpose for which it is given.

22. Assignment

- 22.1 The Grantee may assign its interest in this Forestry Right with the written consent of the Grantor provided the proposed assignee first enters into a deed with the Grantor agreeing to observe the Grantee's obligations under this Forestry Right and the Grantee contemporaneously assigns the Assignment Agreement and transfers its rights to any Units (as that term is defined in the Climate Change Response Act 2002) in respect of the Crop to the proposed assignee.
- 22.2 The Grantor may not unreasonably withhold its consent to any assignment and any such assignment will not release the Grantee from its obligations under this Forestry Right.

23. Warranty

- 23.1 Each party severally warrants to the other that:
- (a) it has full power and authority to enter this Forestry Right and to carry out the transactions which it undertakes in this Forestry Right;
 - (b) the execution, delivery and performance of this Forestry Right has been duly and properly authorised;
 - (c) this Forestry Right has been duly executed and delivered by such party and is a valid and binding document upon such party.

24. Amendment

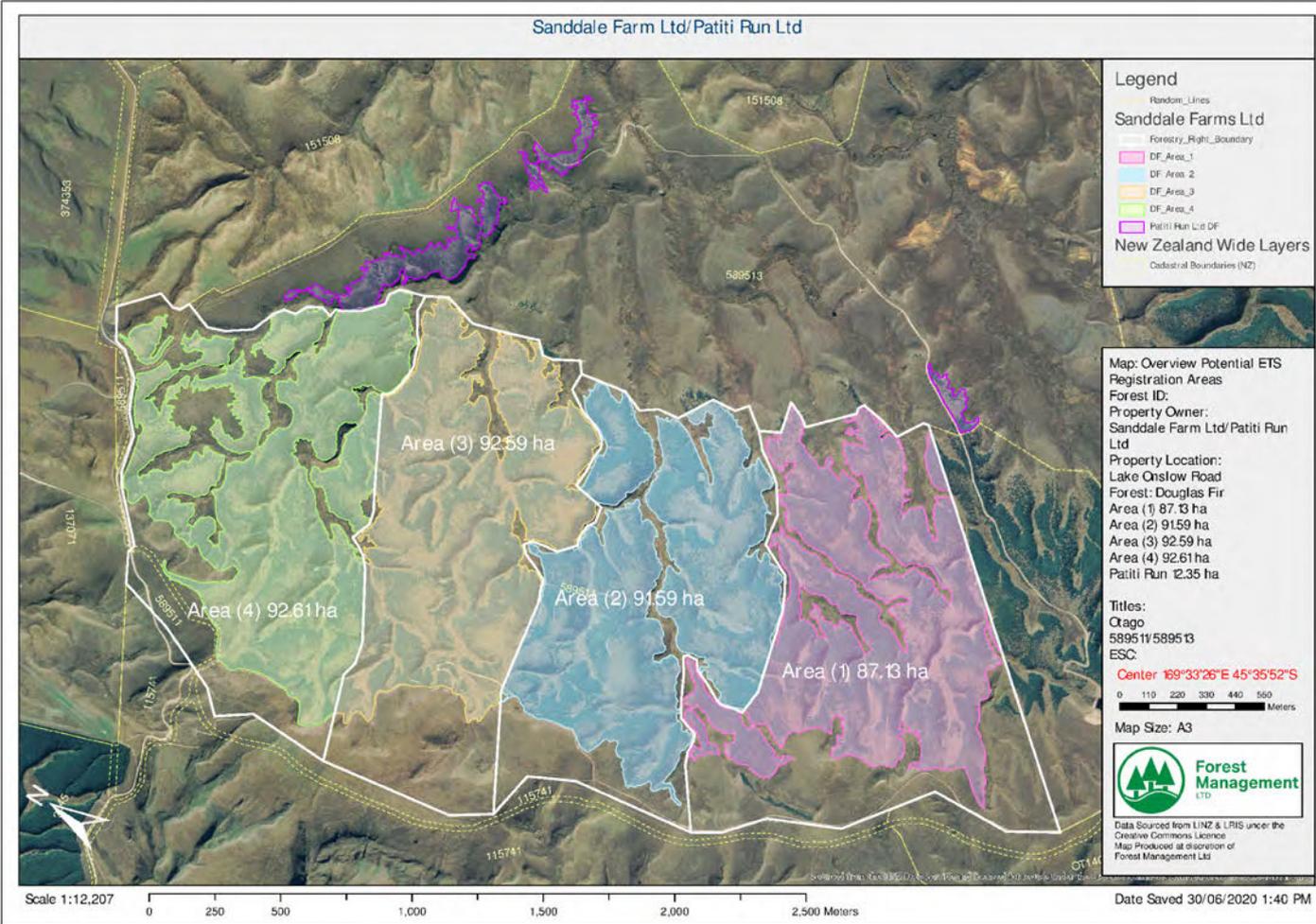
- 24.1 No amendment to this Forestry Right will be effective unless it is in writing and signed by the parties to this Forestry Right.

25. Severability

- 25.1 Any illegality unenforceability or invalidity in this Forestry Right will not affect the rest of it which will remain in full force and effect unless the commercial interests of either party are materially and adversely affected.

26. Interpretation

- 26.1 A reference to any party includes that party's executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both.
- 26.2 The liability of each party where more than one person is involved will be joint and several.
- 26.3 In this Forestry Right reference to any statutory provision includes any provision which amends or replaces it and any legislation made under it.



View Instrument Details



Instrument No 11846031.3
Status Registered
Date & Time Lodged 29 September 2020 15:18
Lodged By Conway, Trudy Ann
Instrument Type Easement Instrument



Affected Records of Title	Land District
589511	Otago

Annexure Schedule Contains 13 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

Signature

Signed by Trudy Ann Conway as Grantor Representative on 29/09/2020 03:17 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 Trudy Ann Conway as Grantee Representative on 29/09/2020 03:18 PM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Sanddale Farm Limited

Grantee

Peter Beach Sandford and Catherine Ann Sandford

Grant of Easement or *Profit à prendre*

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) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Forestry Right		589511	In gross

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

~~Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007~~

The implied rights and powers are hereby ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~{Memorandum number _____, registered under section 209 of the Land Transfer Act 2017}~~

[The Forestry Right contains the provisions set out in Annexure Schedule 1.]

Annexure Schedule 1

Background

- A. The Grantor is the registered owner of the Land.
- B. The Grantor has agreed to grant a forestry right (within the meaning of the Forestry Rights Registration Act 1983) to the Grantee in accordance with this Agreement.

This Agreement records

1. Definitions

Term	Meaning
Access Ways	those parts of the Land used for access as at the date of this Agreement
Commencement Date	The date this Agreement is signed by the parties
Crop	The Douglas Fir trees growing or to be planted on the Woodlot
Expiry Date	When terminated under the provisions of this Agreement
Land	Tima Burn Road, Teviot comprised in Record of Title 589511 and legally described as Lot 1 Deposited Plan 456324 and Lot 1, Lot 5 Deposited Plan 337026 containing 526.5047 hectares more or less (fee simple)
Payment plus GST	\$1.00 per annum excluding GST
Payment Provisions	On each anniversary of the Commencement Date
Retained Area	That part of the Land which is not the Woodlot
Term	The term of this Forestry Right as fixed by clause 5.1
Woodlot	That part of the Land coloured blue on the attached plan

2. Grant of Forestry Right

- 2.1 The Grantor grants to the Grantee pursuant to the provisions of the Forestry Rights Registration Act 1983 (**Act**) a sole and exclusive forestry right in gross for the Term to maintain and harvest the Crop on the Woodlot in accordance with the provisions of this Agreement.

3. Grantee's Rights

- 3.1 The Grantee, and persons authorised by the Grantee, have the right to:
- (a) use the Access Ways;
 - (b) use any existing tracks, roads, bridges, culverts and other facilities on the Land;
- for the purposes of exercising the Forestry Right only.
- 3.2 Subject always to clause 14.2, the Grantee, and persons authorised by the Grantee, have the right to:
- (a) maintain and bring the Crop to maturity; and
 - (b) harvest and stockpile the Crop on the Woodlot.
- 3.3 Subject always to clause 14.2, the Grantee has the right to do anything on the Land which in the Grantee's reasonable opinion is necessary or desirable to enjoy the full benefits of this Forestry Right.
- 3.4 The Grantee must comply with the provisions of clauses 8 and 9 when exercising any of the rights above.

4. Forestry Right under the Act

- 4.1
- (a) The Forestry Right set out in this Agreement is a forestry right in terms of the Act and is accordingly deemed to be a profit a prendre.
 - (b) The Grantor's covenants are forestry covenants in terms of the Act.
 - (c) The Grantor and Grantee will respectively take all necessary or desirable steps to have this Forestry Right registered against the title to the Land.
- 4.2
- (a) The Grantor will obtain the consent of any mortgagee or other encumbrancer of the Land to this Forestry Right and its terms.
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- 5.2
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- (c) When the notice of dispute has been given the parties will appoint a mediator and if they fail to agree the mediator will be appointed by the president of the New Zealand Law Society or the president's nominee.
- (d) The parties must co-operate with the mediator in an effort to resolve the dispute.
- (e) The mediator may engage an appropriately qualified expert to give an opinion on technical matters. The cost will be a mediator's cost (clause 18.2(h)).
- (f) If the dispute is settled, the parties must sign a copy of the terms of the settlement.
- (g) If the dispute is not resolved within 14 days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease.

- (h) Each party must pay a half share of the costs of the mediator's fee and costs.
- 18.3 The terms of settlement are binding on the parties and override the terms of this Agreement if there is any conflict.
- 18.4 Either party may commence legal proceedings when mediation ceases under clause 18.2(g).
- 18.5 The terms of settlement may be tendered in evidence in any mediation or legal proceedings.
- 18.6 The parties agree that written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during the mediation period are not admissible by the recipient in any legal proceedings.
- 18.7 The provisions of clause 18.1 will not apply to an application by either party seeking urgent interlocutory relief from any court.
- 18.8 Pending resolution of any dispute the parties will perform this Forestry Right in all respects including performance of the matter which is the subject of dispute.

19. Notices

- 19.1 (a) Any notice or other communication (**notices**) given under this Forestry Right must be in writing.
- (b) It may be served personally or sent to any of the relevant party's last known communication points.
- (c) Each party will notify the other in writing of their communication points and any changes to them.
- 19.2 Notices are deemed served at the following times:
- (a) when given personally, upon delivery;
- (b) when sent by post (other than airmail) or document exchange, 3 business days after posting;
- (c) when sent by airmail outside New Zealand, 5 business days after posting;
- (d) when sent by fax or email upon receipt of the correct answerback or receipt code.
- 19.3 Any notice which has been served on a Saturday, Sunday or public holiday is deemed to be served on the first business day after that day.
- 19.4 A notice may be given by an authorised officer, employee or agent.
- 19.5 (a) Notice may be given personally to a director, employee or agent of the party at that party's address or to a person who appears to be in charge at the time of delivery or according to section 387 to section 390 of the Companies Act 1993.
- (b) If the party is a natural person, partnership or association, the notice may be given to that person or any partner or responsible person. If they refuse to accept the notice, it may be brought to their attention and left in a place

accessible to them or according to Sections 352 to 361 of the Property Law Act 2007.

19.6 Time is of the essence.

20. Termination

20.1 This Forestry Right continues until ended:

- (a) by expiry of the Term or any renewed term (if applicable); or
- (b) by agreement between the parties; or
- (c) in accordance with clause 5, 15 or clause 20.2.

20.2 Either party can end this Forestry Right by notice in writing to the other party (**Termination Notice**) if the other party:

- (a) does not fulfil any of its obligations under this Forestry Right and either:
 - (i) the default is material and cannot be remedied; or
 - (ii) the default can be remedied but has not been 14 days after the other receives written notice of the default but a party cannot end this forestry right under this clause 20.2(a)(ii) if the default is not material or has been remedied before the other party receives the Termination Notice;
- (b) commits an act of bankruptcy or makes any assignment or composition with its creditors;
- (c) becomes liable to be placed in liquidation;
- (d) cannot pay its debts when they fall due, or is deemed not to be able to pay them in accordance with section 287 the Companies Act 1993; or
- (e) suspends payment to its creditors or ceases or threatens to cease operating or convenes a meeting of its creditors to propose a scheme of arrangement with them;
- (f) has a liquidator appointed or its board or shareholders propose or pass a resolution to appoint a liquidator;
- (g) has a receiver, manager or statutory manager appointed;
- (h) has an application for it to be placed in liquidation presented or advertised;
- (i) passes or purports to pass a resolution for it to be placed in liquidation;
- (j) transfers or disposes of a substantial part of its assets for inadequate consideration, or threatens to do so.

20.3 Any termination of this Forestry Right will be without prejudice to the rights of either party arising prior to termination.

20.4 Nothing in clause 20 affects the operation of any clauses in this Forestry Right which are expressed or implied to have effect after its termination.

21. Waiver

- 21.1 If either party delays or does not exercise any right or remedy under this Forestry Right, it is not a waiver of that right or remedy.
- 21.2 The single or partial exercise of any right or remedy under this Forestry Right does not preclude the exercise of any other right or remedy or its further exercise.
- 21.3 The rights and remedies provided in this Forestry Right are cumulative. They do not exclude any rights or remedies provided by law.
- 21.4 Any waiver or consent given by a party must be in writing and will be effective only in the specific instance and for the specific purpose for which it is given.

22. Assignment

- 22.1 The Grantee may assign its interest in this Forestry Right with the written consent of the Grantor provided the proposed assignee first enters into a deed with the Grantor agreeing to observe the Grantee's obligations under this Forestry Right and the Grantee contemporaneously assigns the Assignment Agreement and transfers its rights to any Units (as that term is defined in the Climate Change Response Act 2002) in respect of the Crop to the proposed assignee.
- 22.2 The Grantor may not unreasonably withhold its consent to any assignment and any such assignment will not release the Grantee from its obligations under this Forestry Right.

23. Warranty

- 23.1 Each party severally warrants to the other that:
- (a) it has full power and authority to enter this Forestry Right and to carry out the transactions which it undertakes in this Forestry Right;
 - (b) the execution, delivery and performance of this Forestry Right has been duly and properly authorised;
 - (c) this Forestry Right has been duly executed and delivered by such party and is a valid and binding document upon such party.

24. Amendment

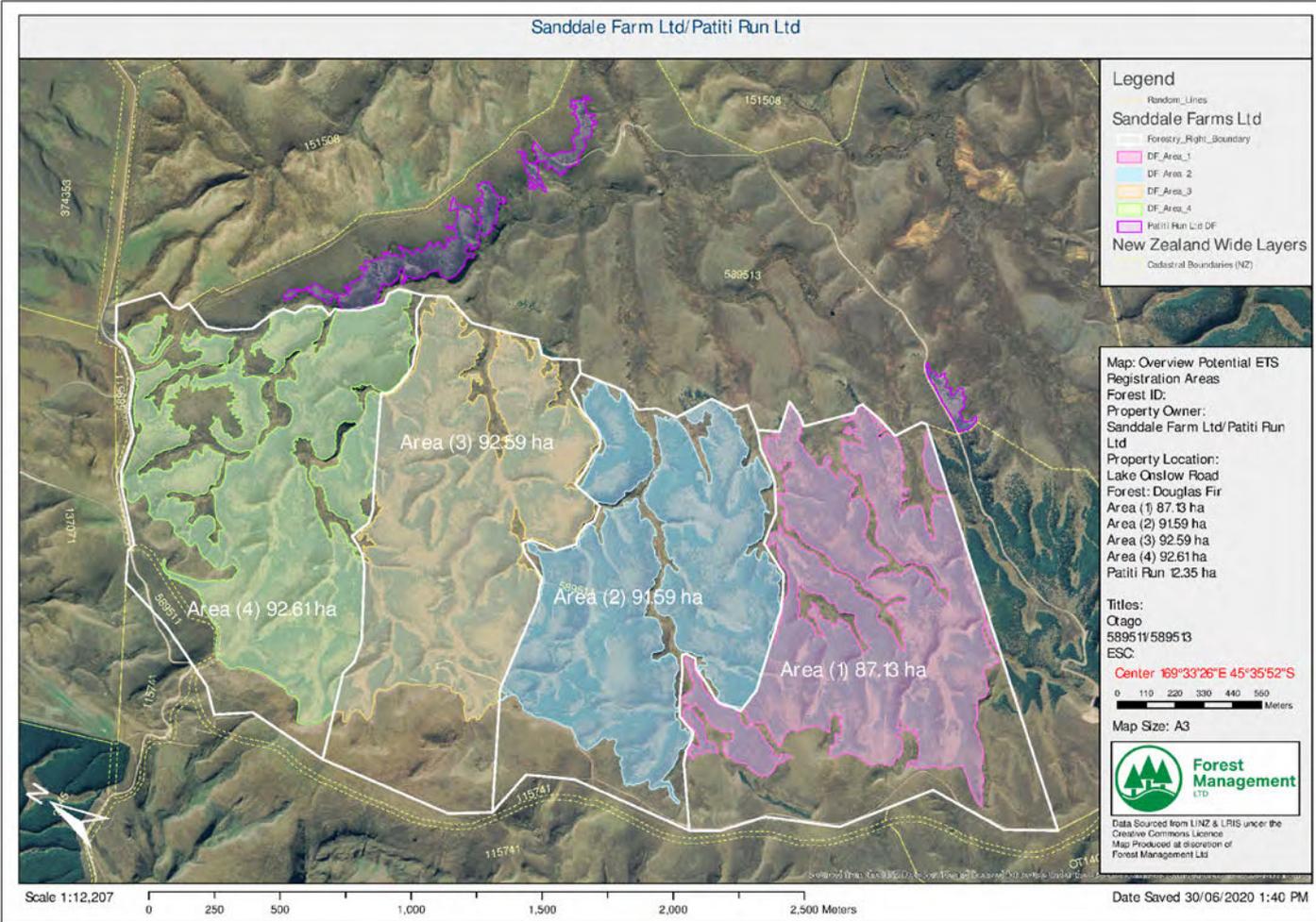
- 24.1 No amendment to this Forestry Right will be effective unless it is in writing and signed by the parties to this Forestry Right.

25. Severability

- 25.1 Any illegality unenforceability or invalidity in this Forestry Right will not affect the rest of it which will remain in full force and effect unless the commercial interests of either party are materially and adversely affected.

26. Interpretation

- 26.1 A reference to any party includes that party's executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both.
- 26.2 The liability of each party where more than one person is involved will be joint and several.
- 26.3 In this Forestry Right reference to any statutory provision includes any provision which amends or replaces it and any legislation made under it.





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

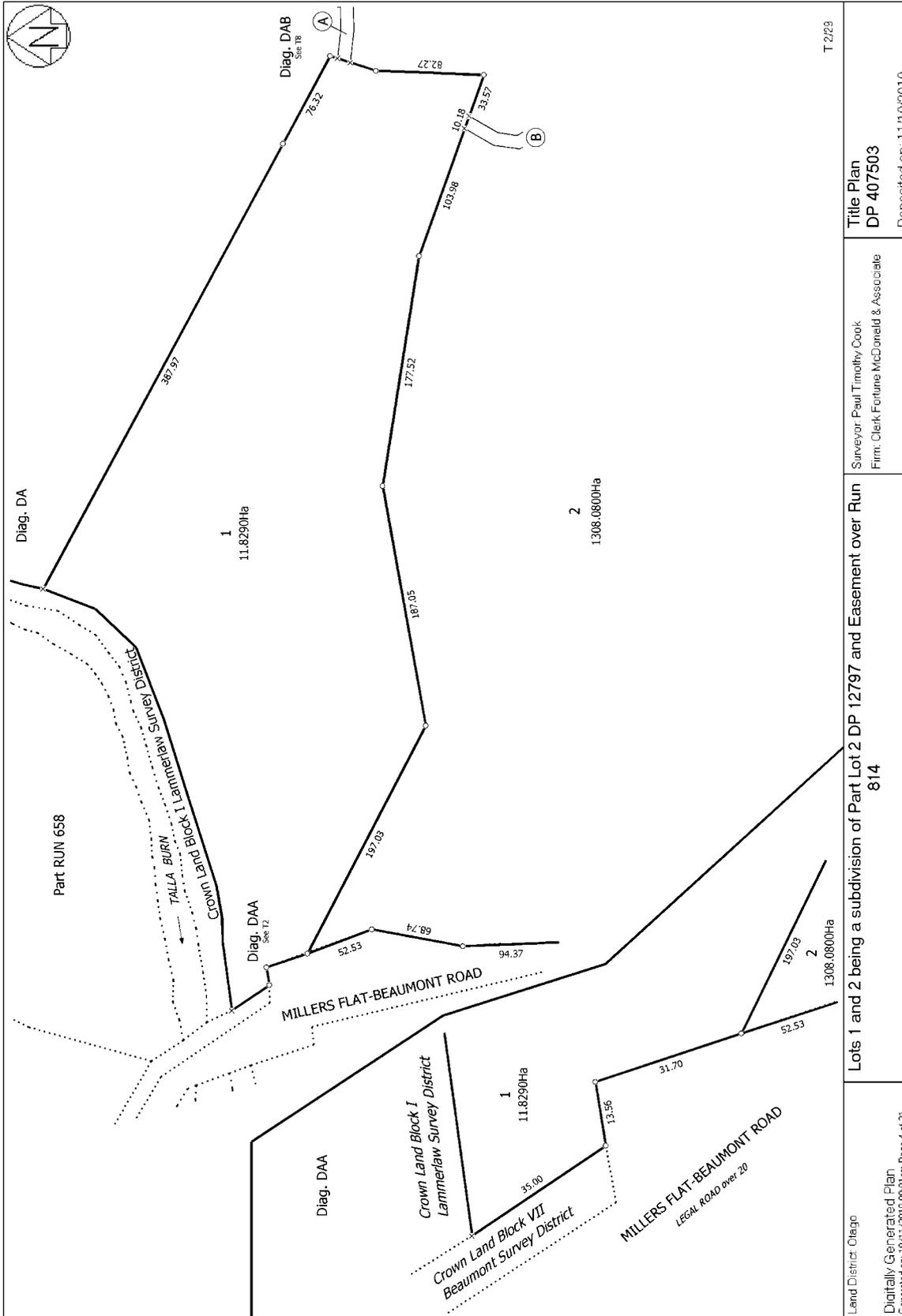
Identifier 426368
Land Registration District Otago
Date Issued 11 October 2010

Prior References
OT5B/944

Estate Fee Simple
Area 11.8290 hectares more or less
Legal Description Lot 1 Deposited Plan 407503

Registered Owners
Talla Burn Generation Limited

Interests
Subject to Section 59 Land Act 1948
8642368.3 Mortgage to Bank of New Zealand - 20.12.2010 at 2:30 pm



Title Plan
DP 407503

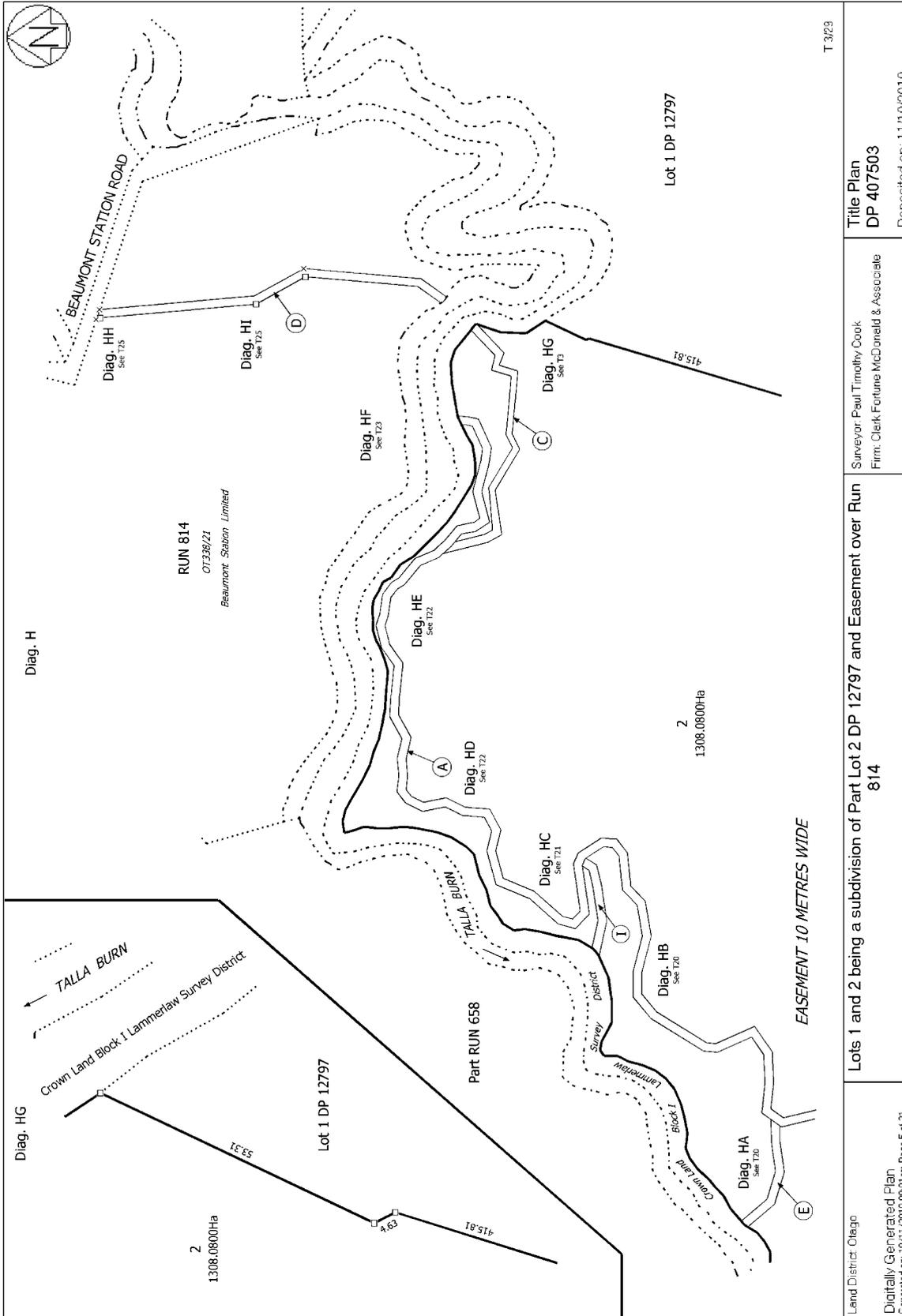
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Lots 1 and 2 being a subdivision of Part Lot 2 DP 12797 and Easement over Run 814

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Deposited on: 11/10/2010



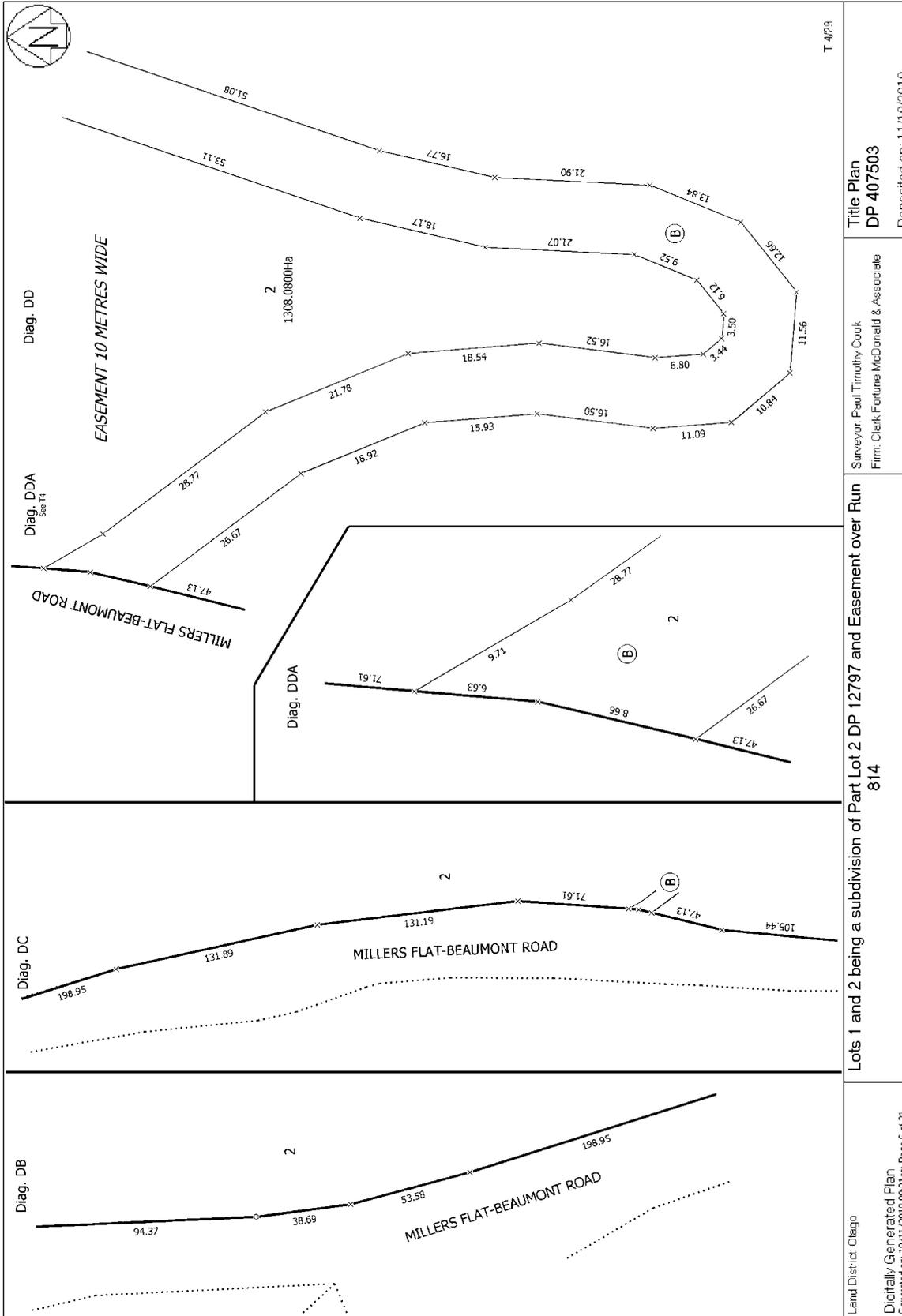
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Surveyor: Paul Timothy Cook
Firm: Clerk Fortune McDonald & Associate
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DP 407503
Deposited on: 11/10/2010

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Diag. HA

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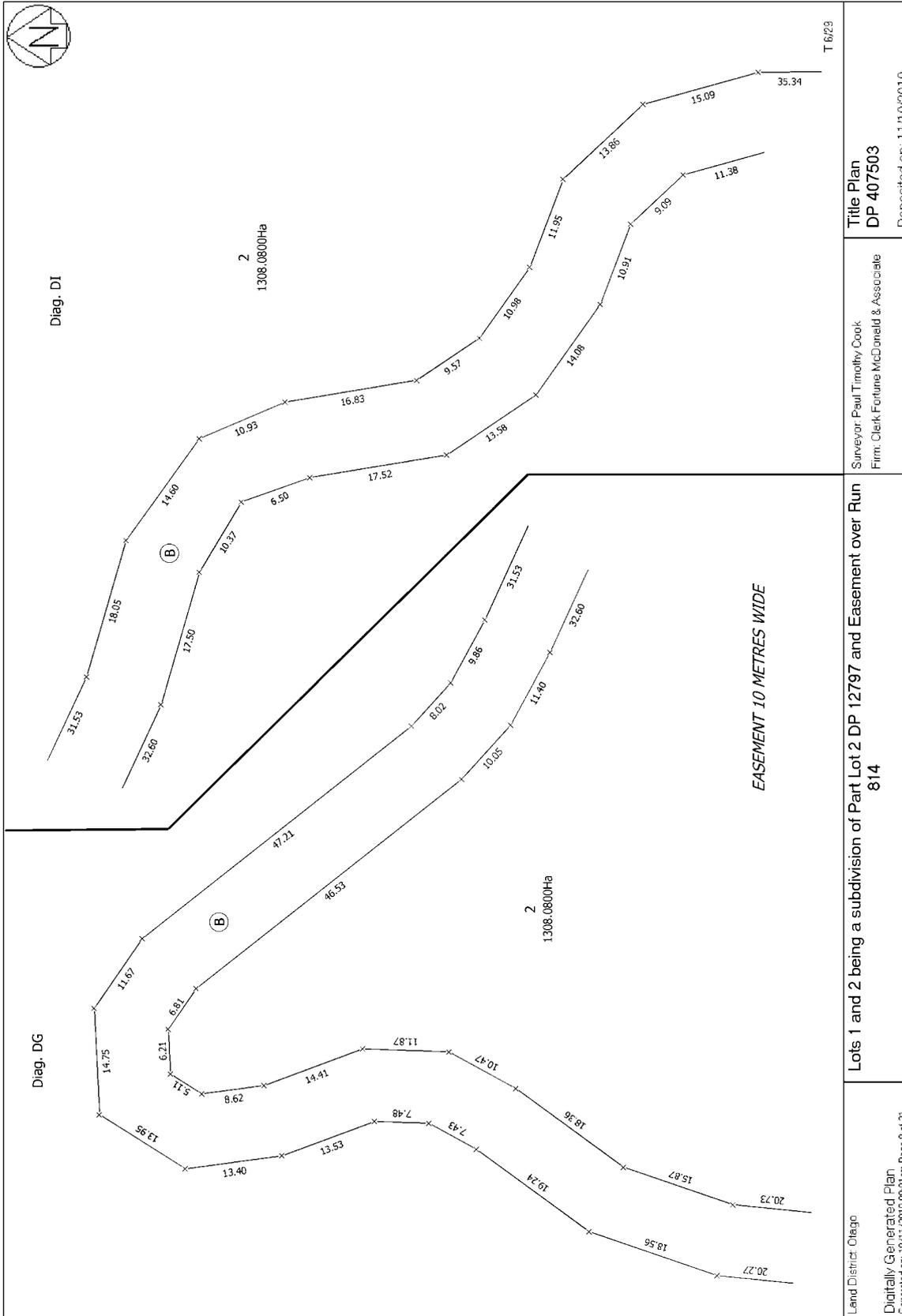
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Firm: Clerk Fortune McDonald & Associate

Lots 1 and 2 being a subdivision of Part Lot 2 DP 12797 and Easement over Run 814

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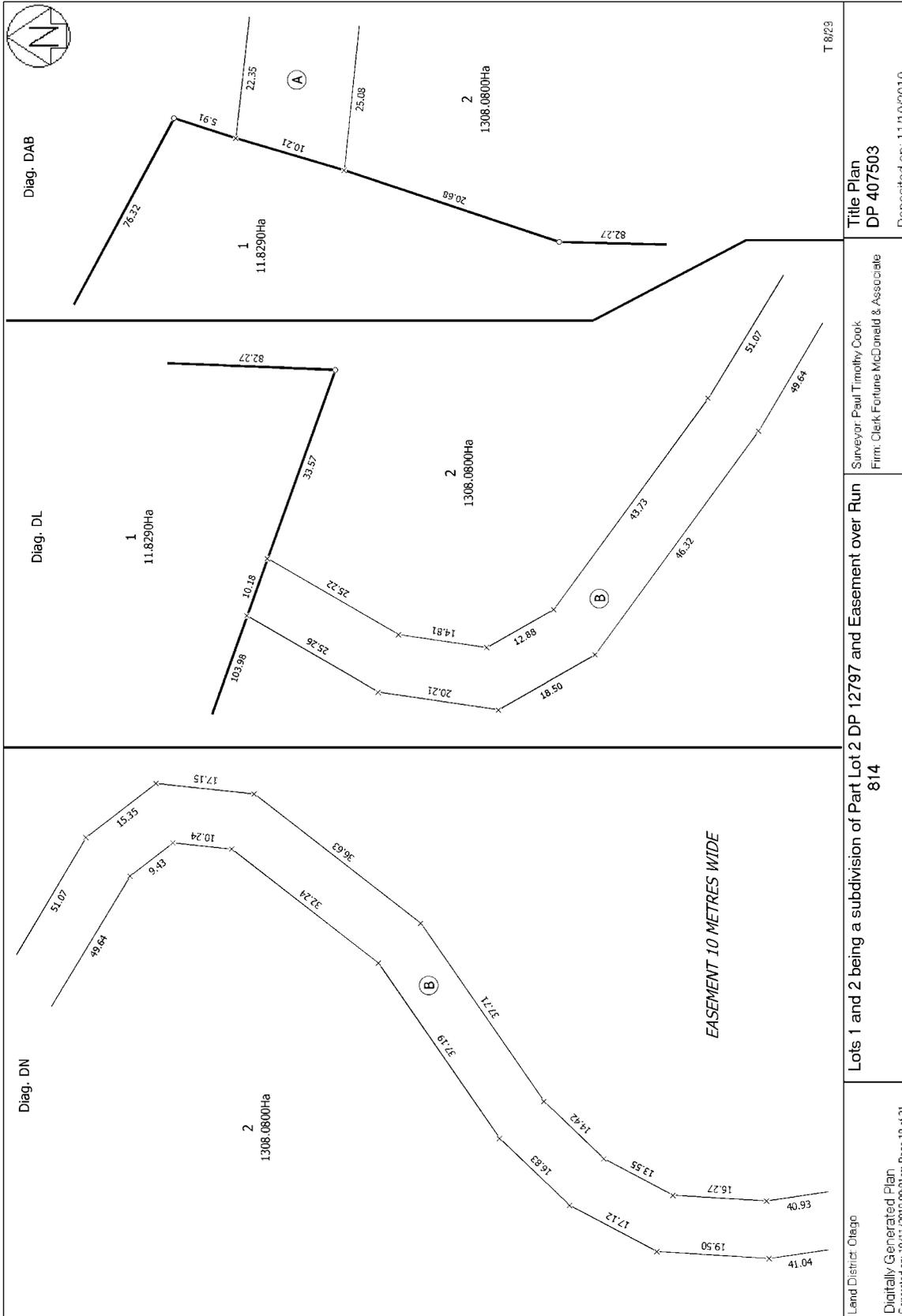


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Lots 1 and 2 being a subdivision of Part Lot 2 DP 12797 and Easement over Run 814

Surveyor: Paul Timothy Cook
 Firm: Clark Fortune McDonald & Associate

Title Plan DP 407503
 Deposited on: 11/10/2010
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Land District: Otago
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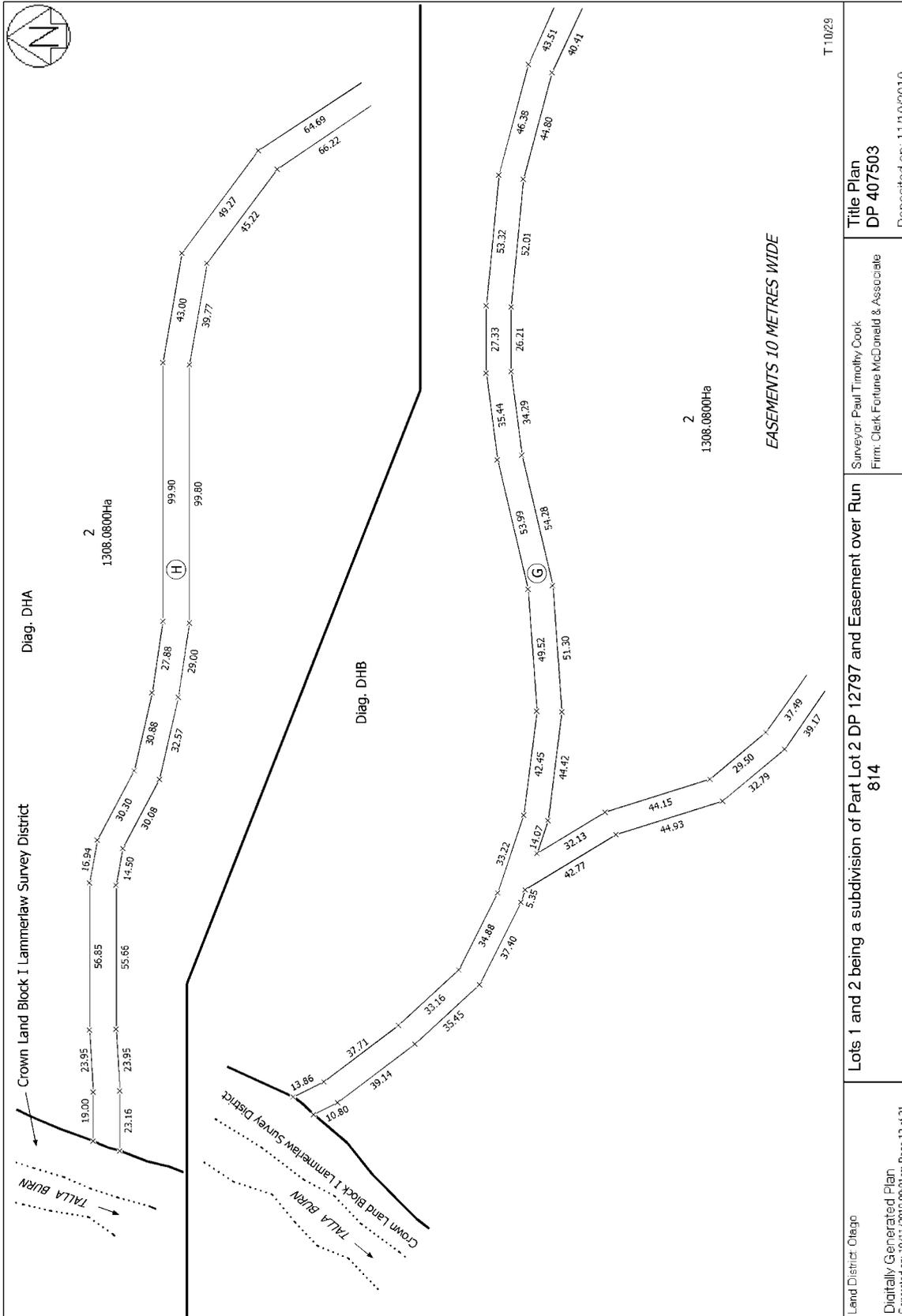
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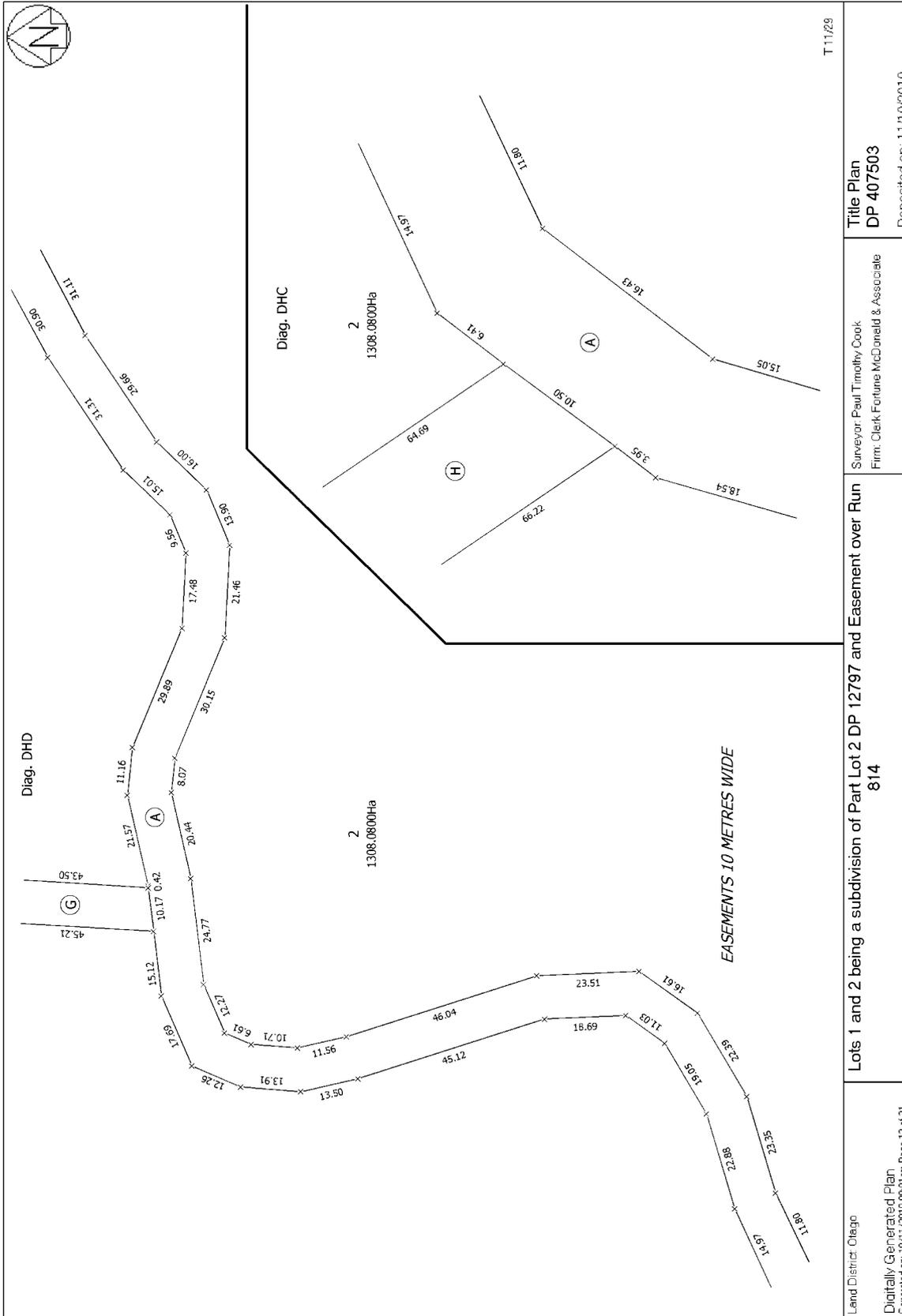
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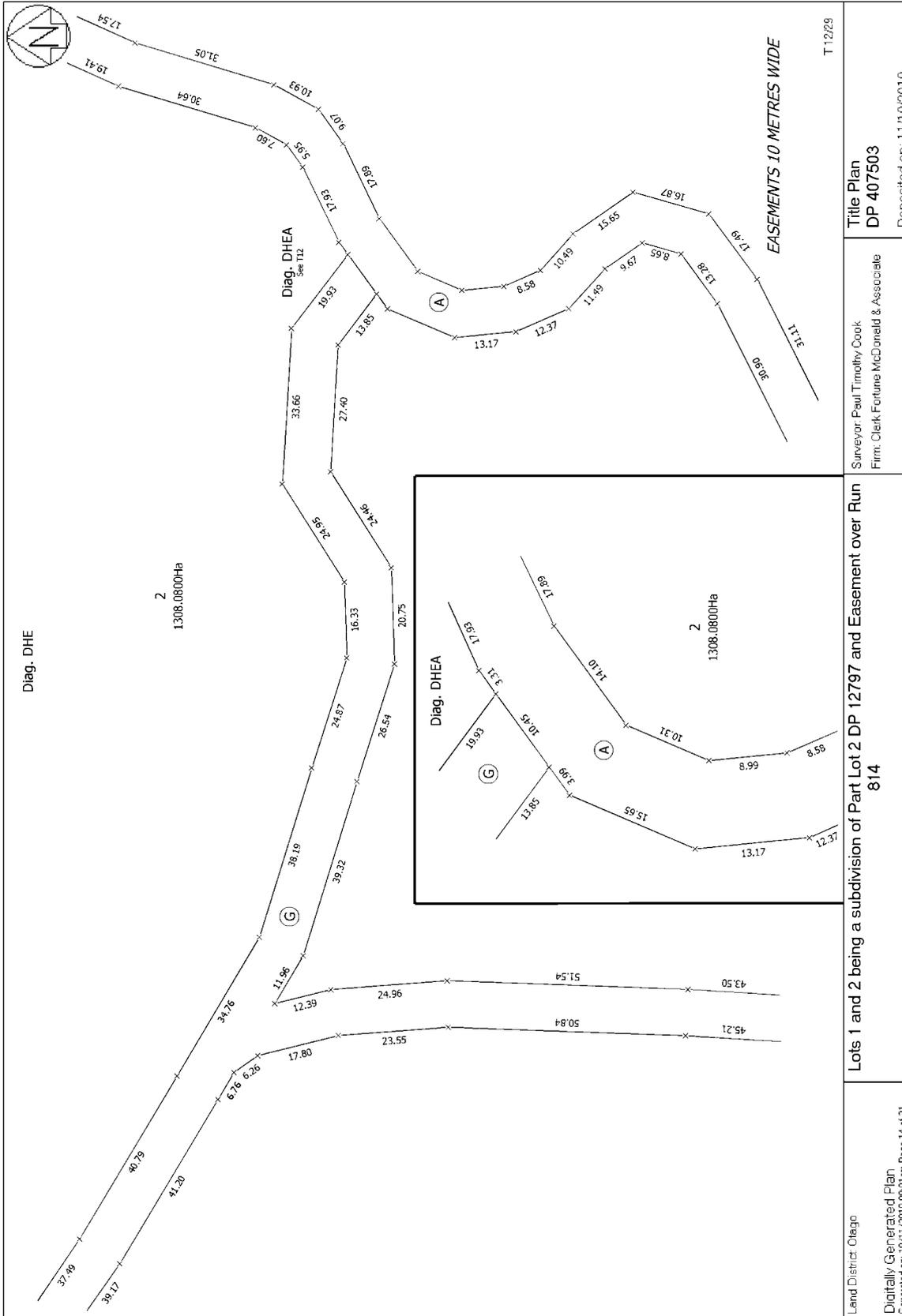
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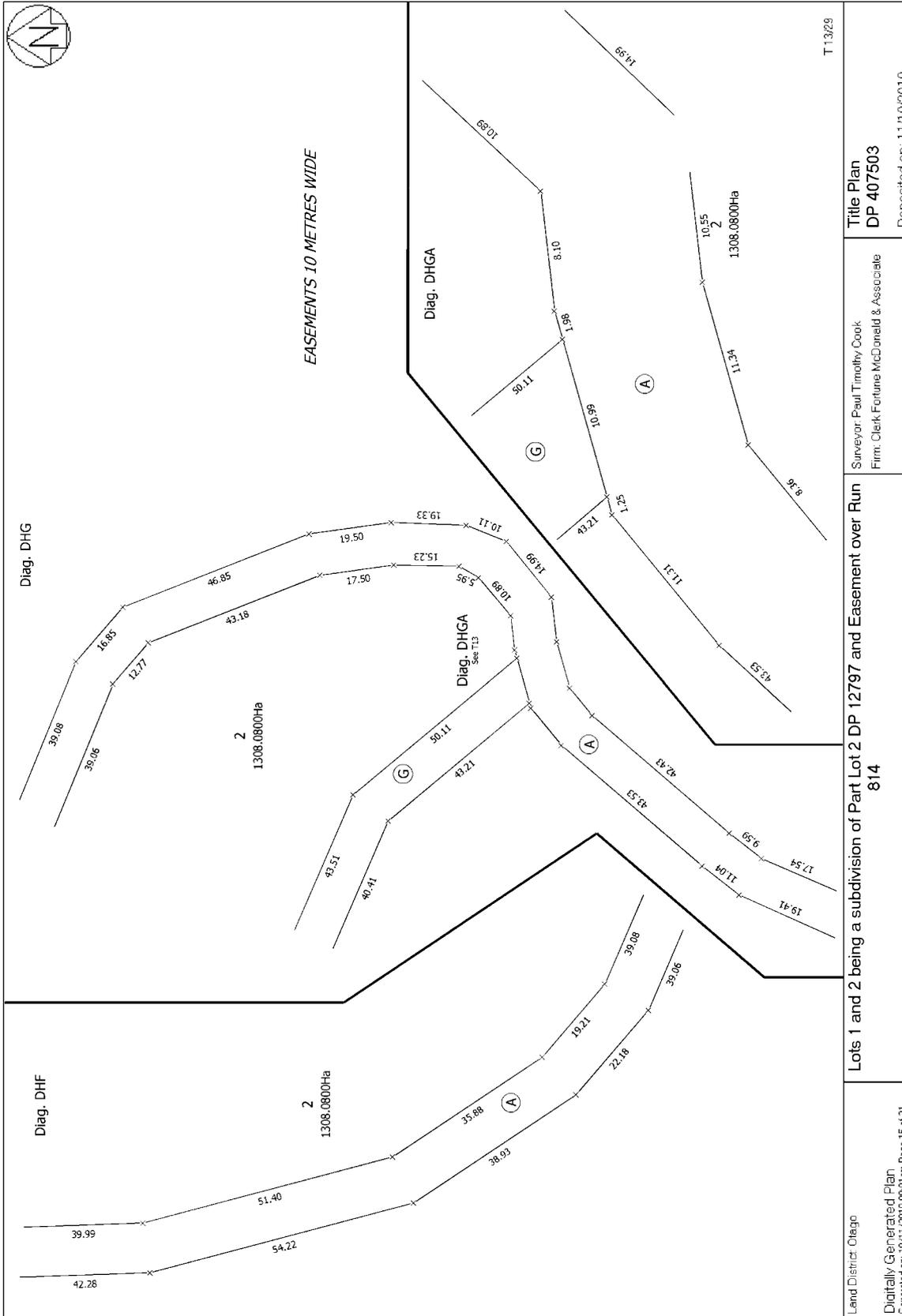
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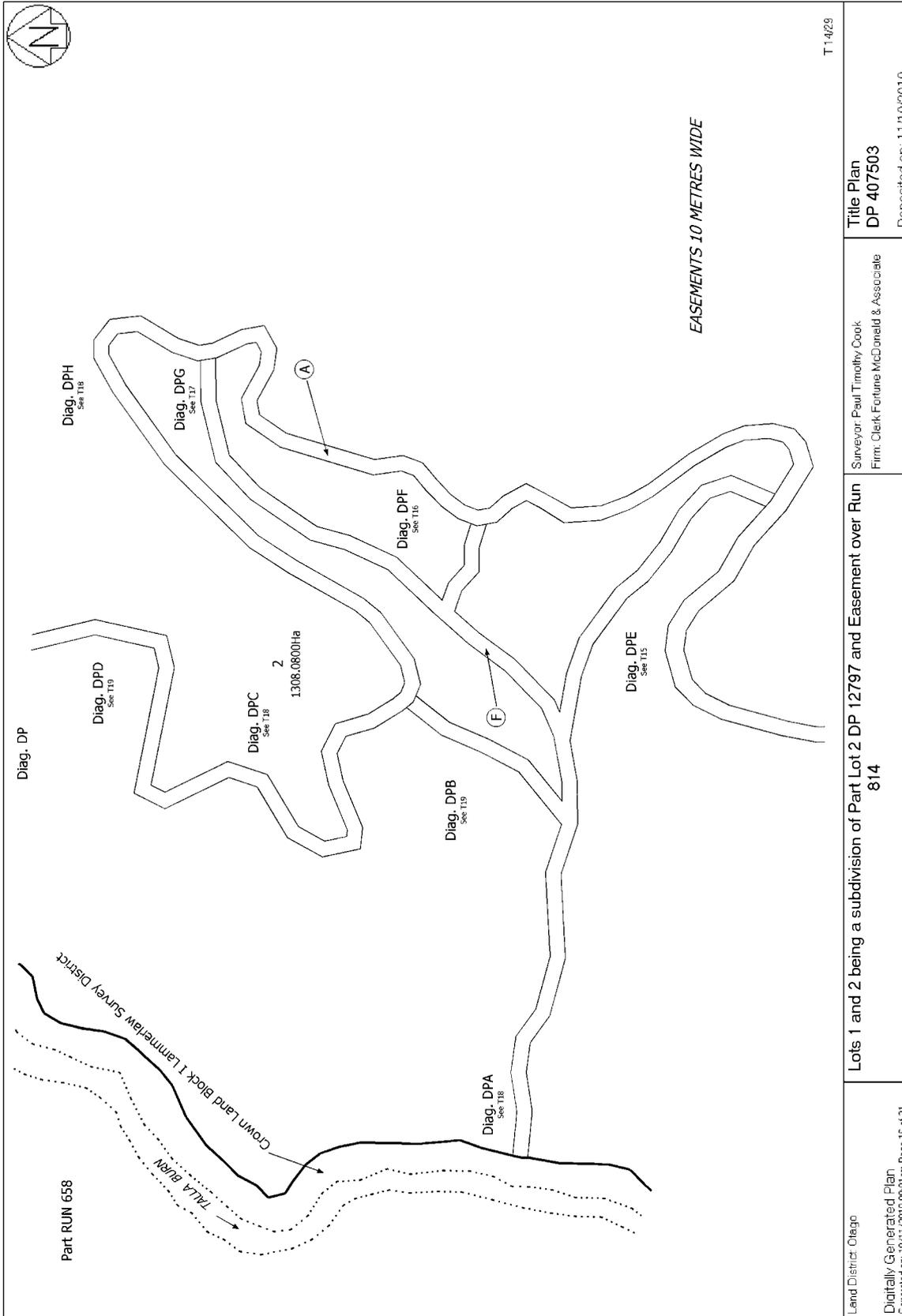


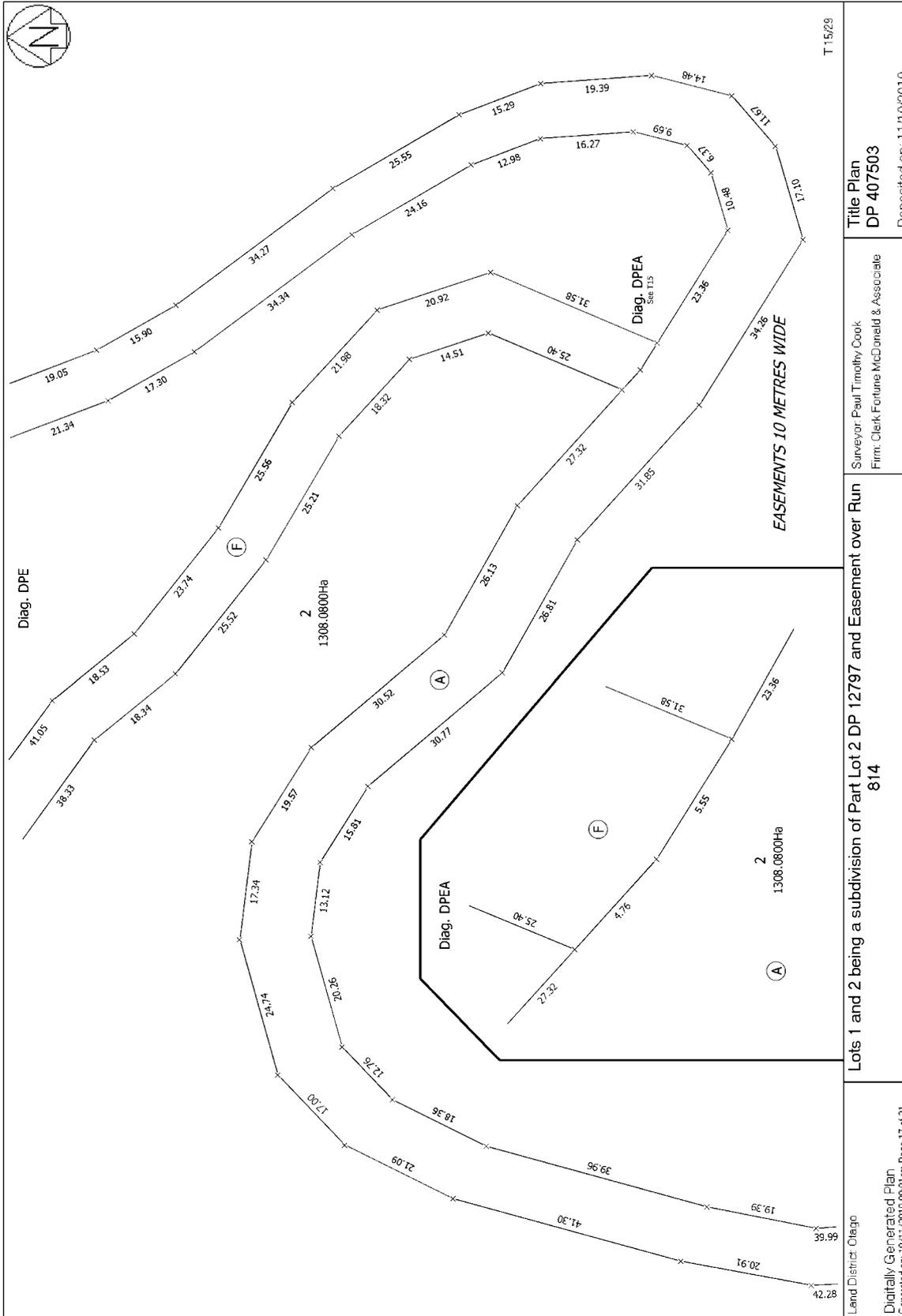
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Lots 1 and 2 being a subdivision of Part Lot 2 DP 12797 and Easement over Run 814			











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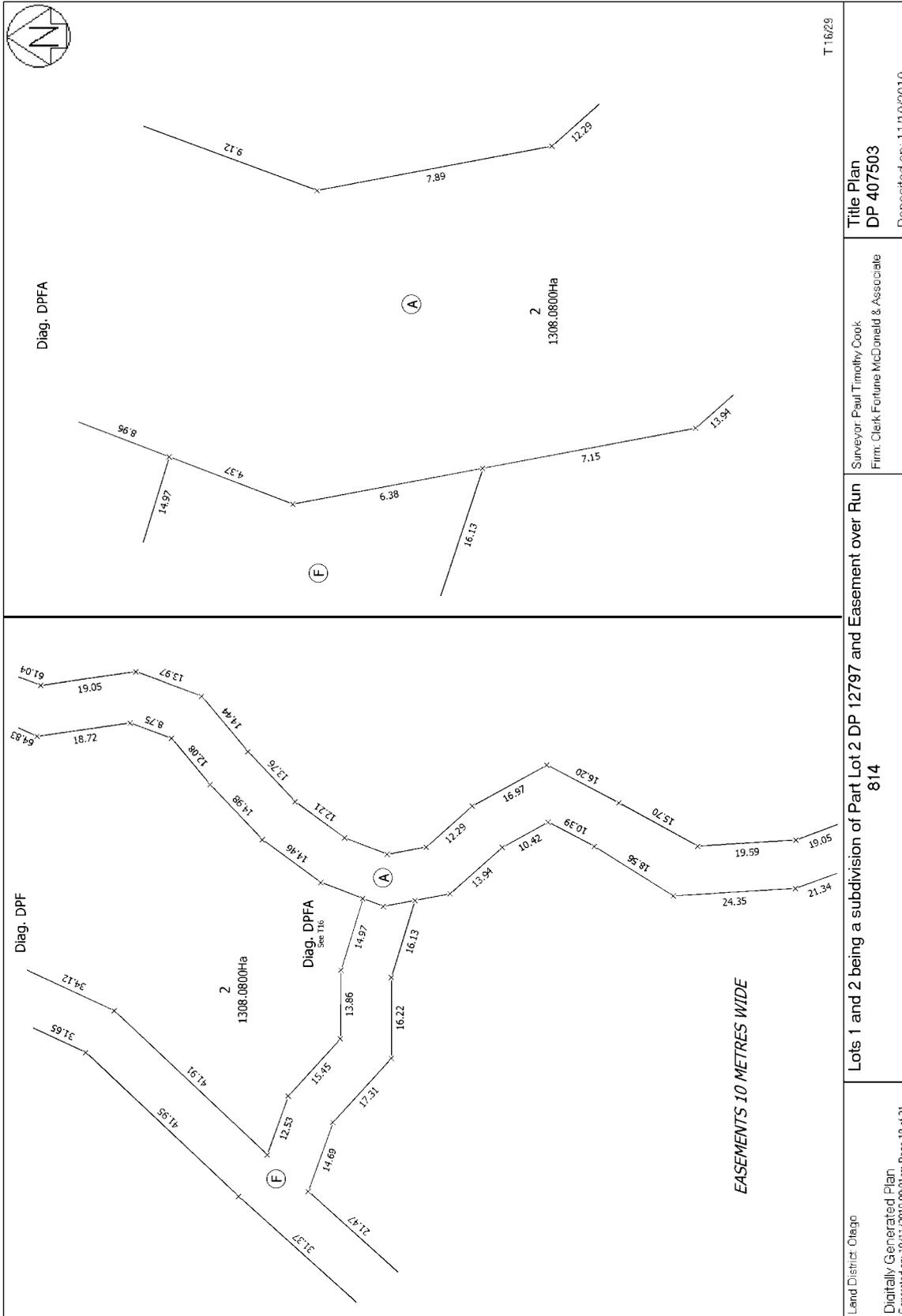
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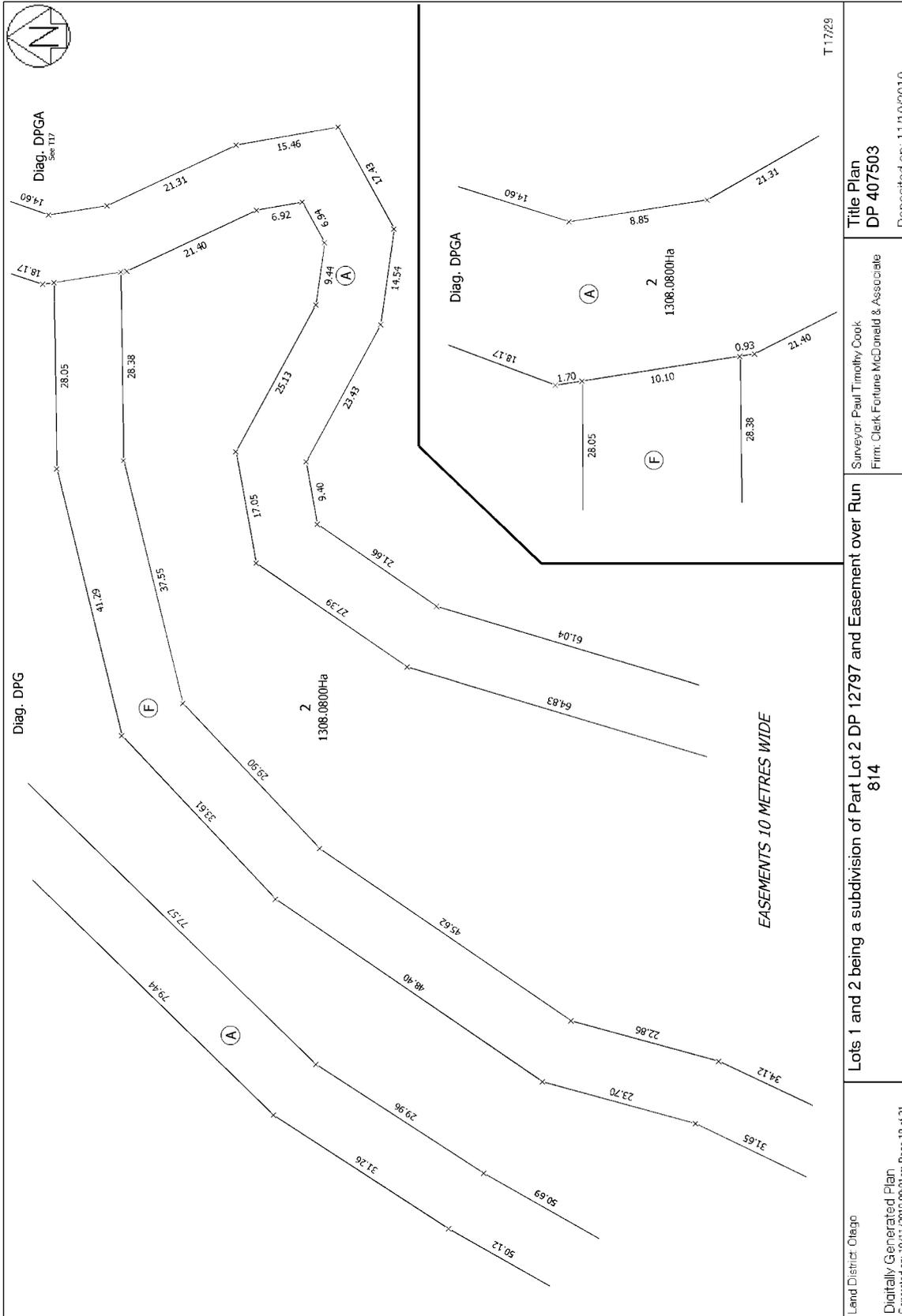
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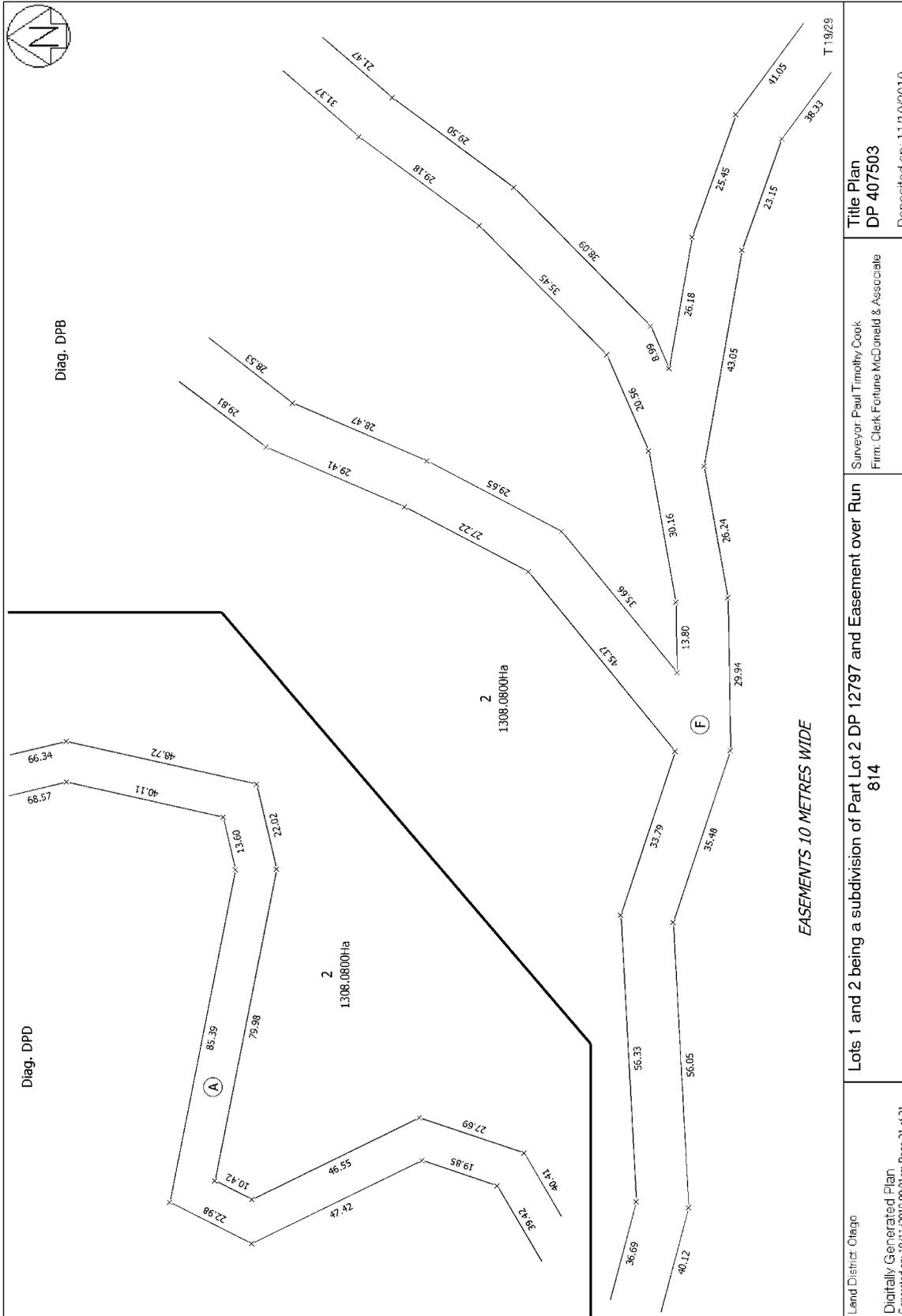
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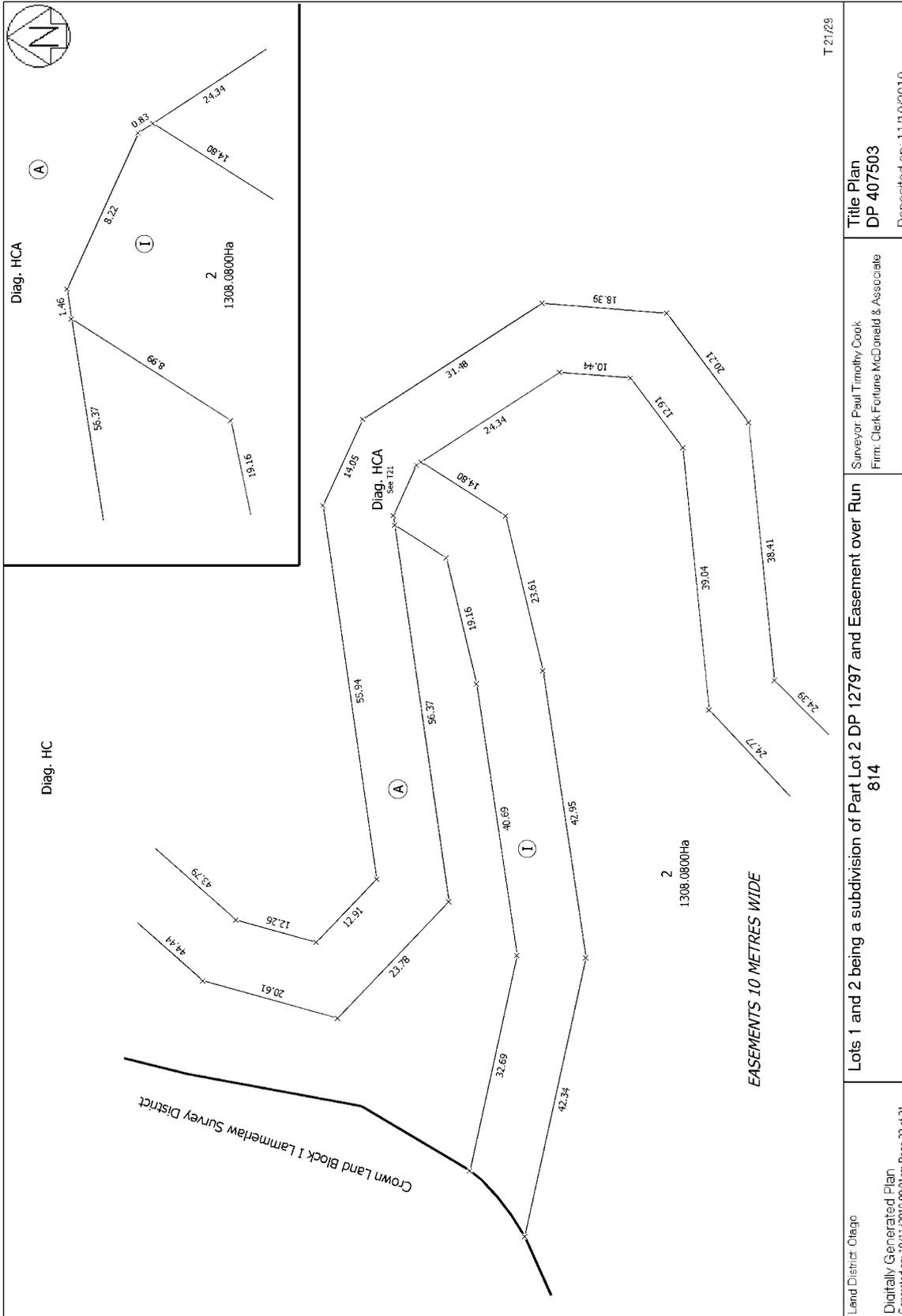
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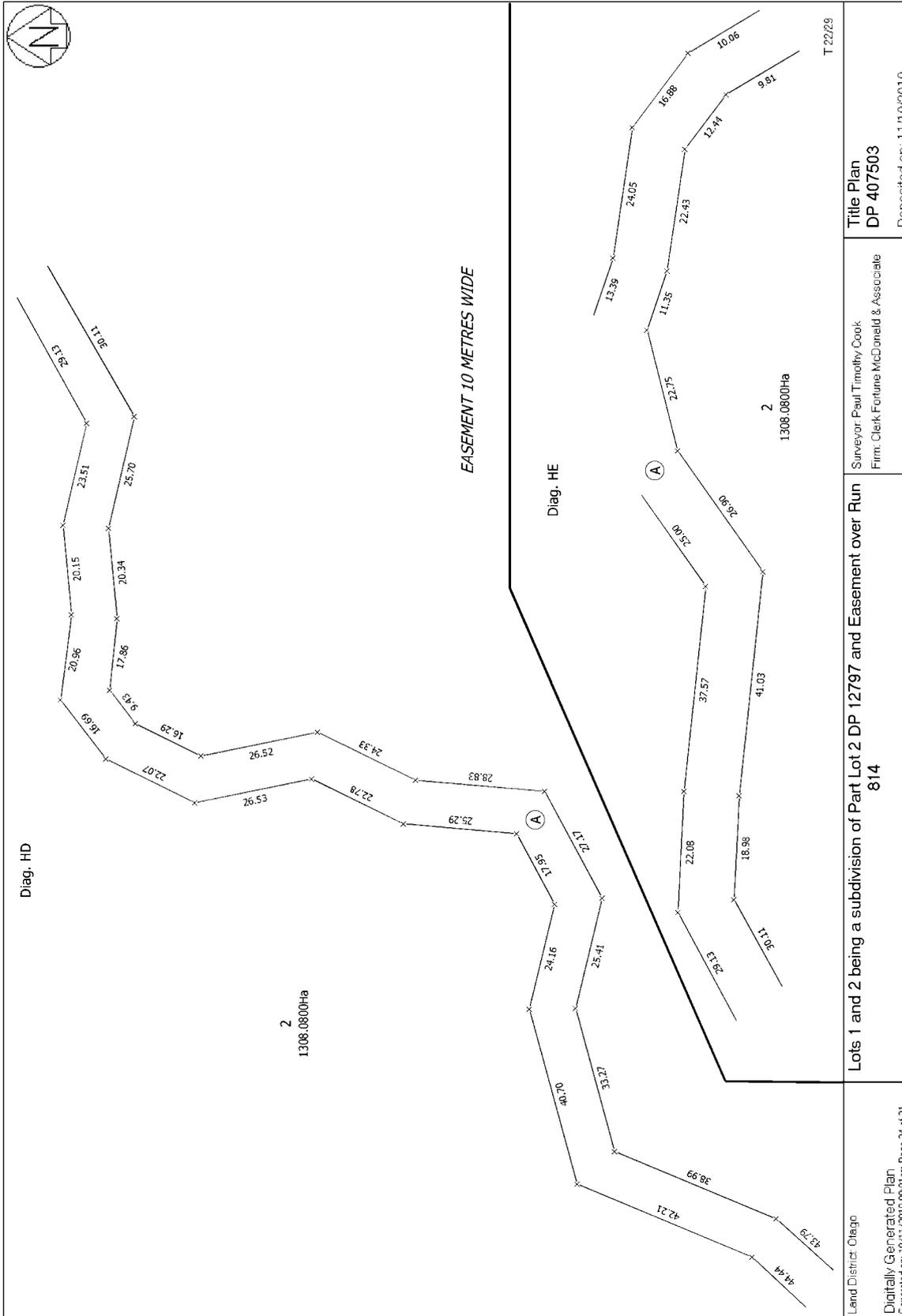
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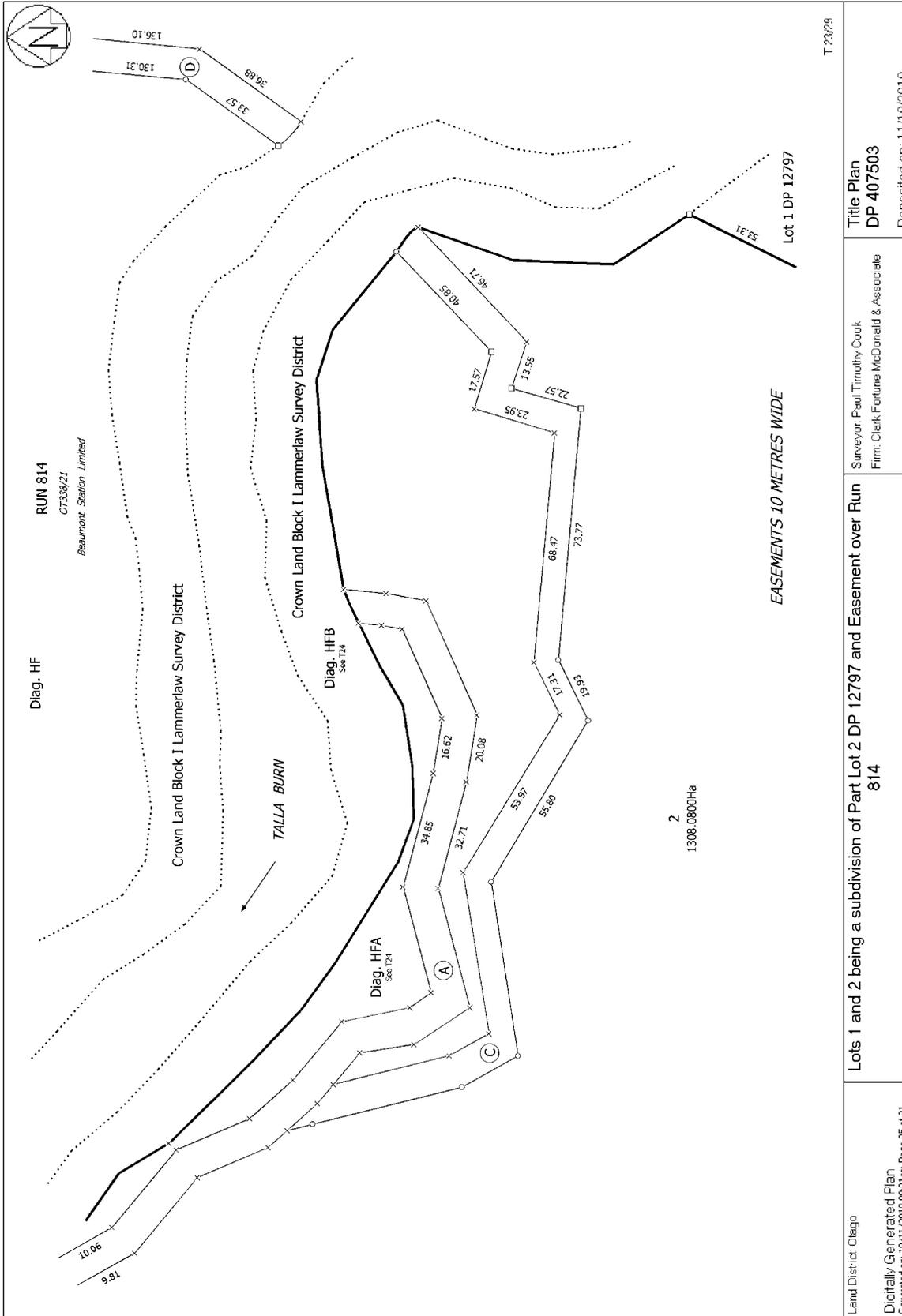


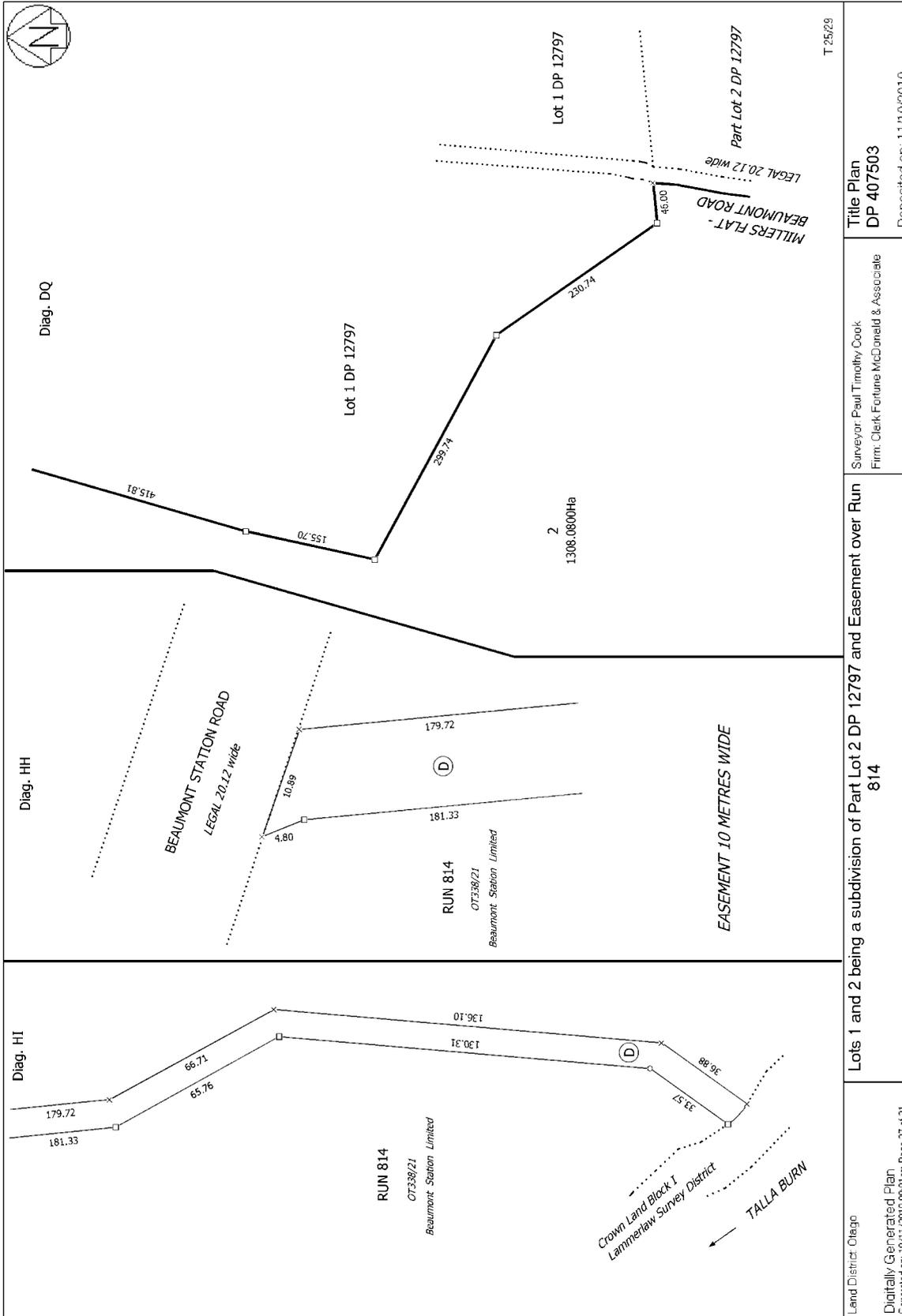


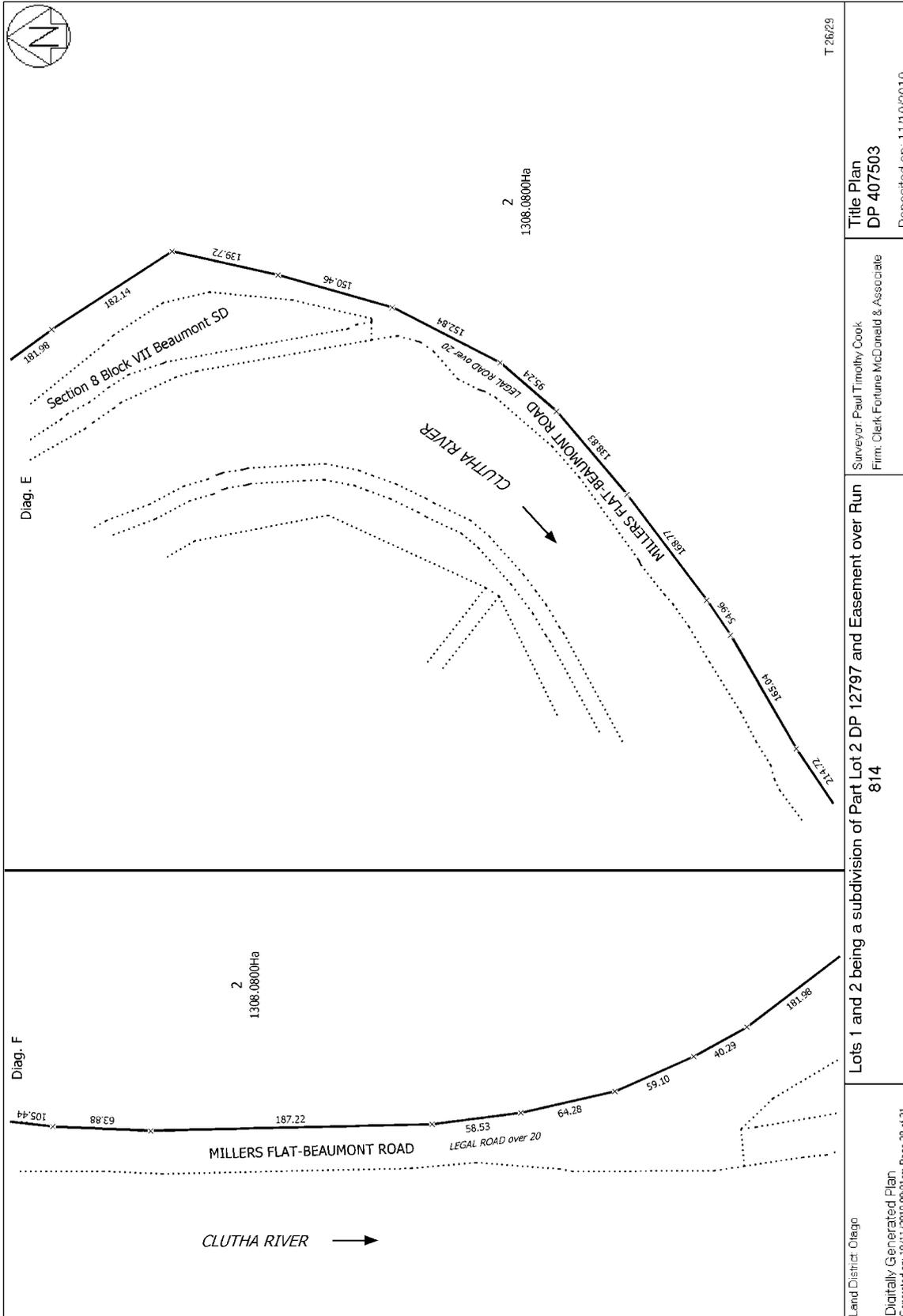












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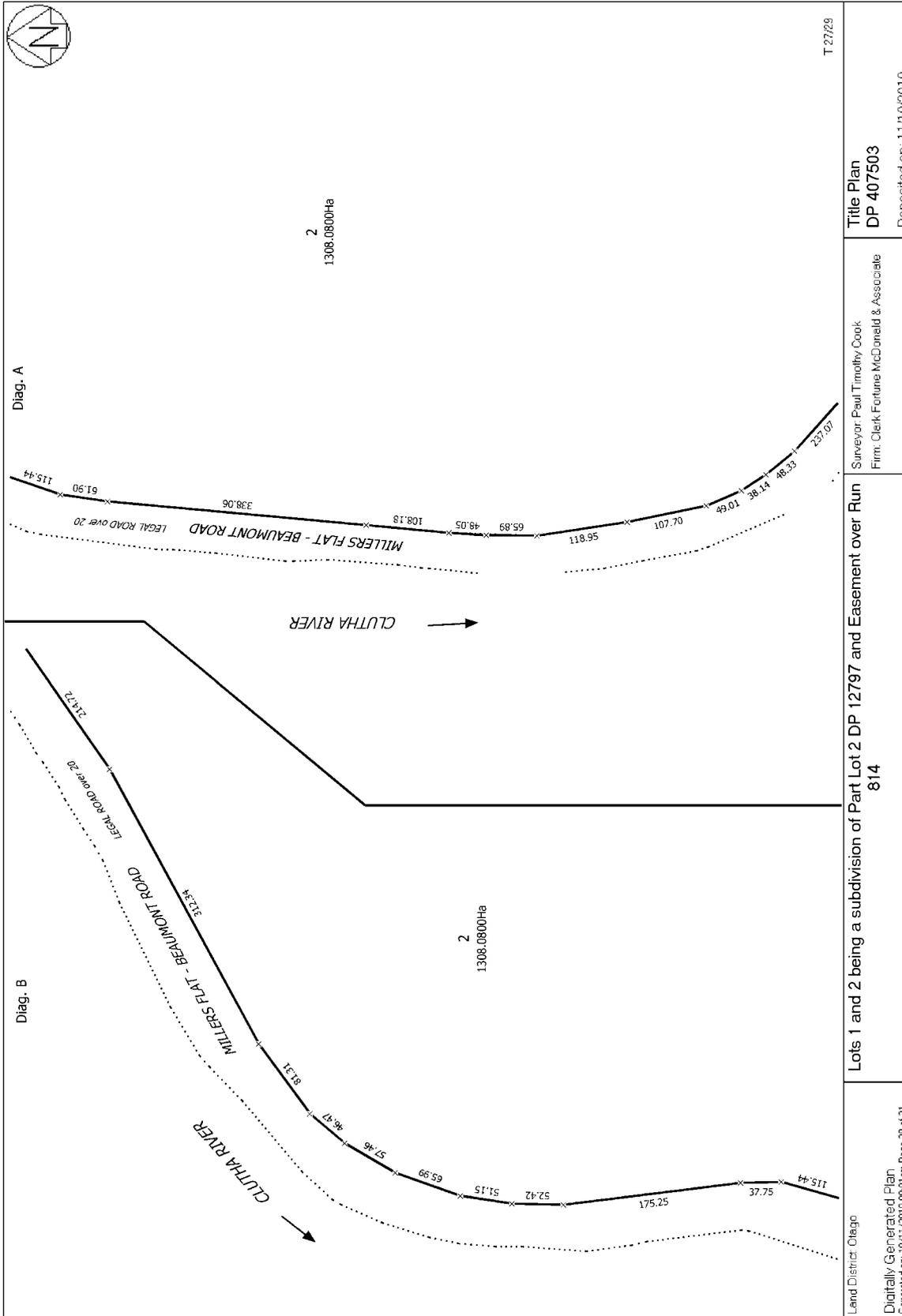
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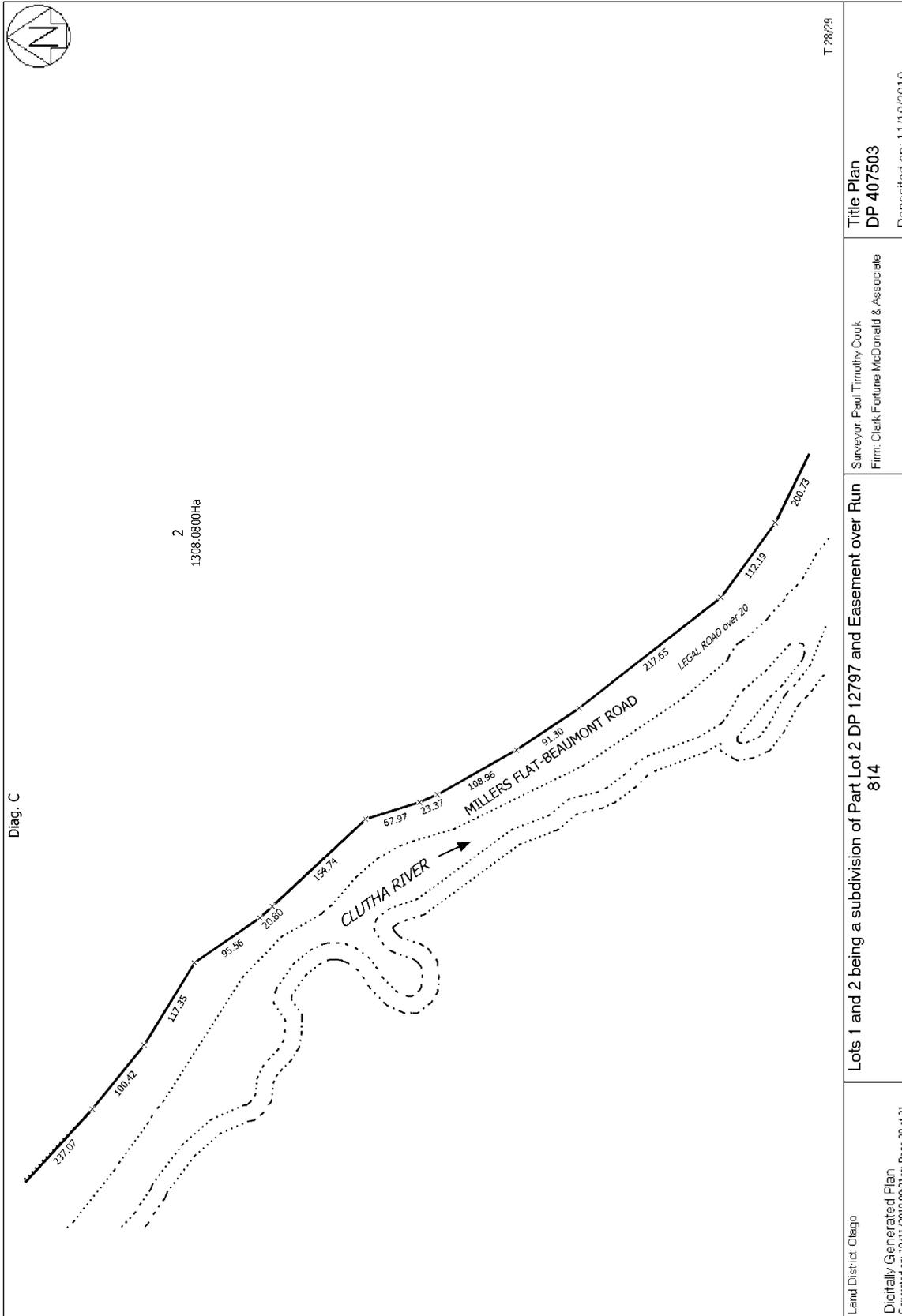
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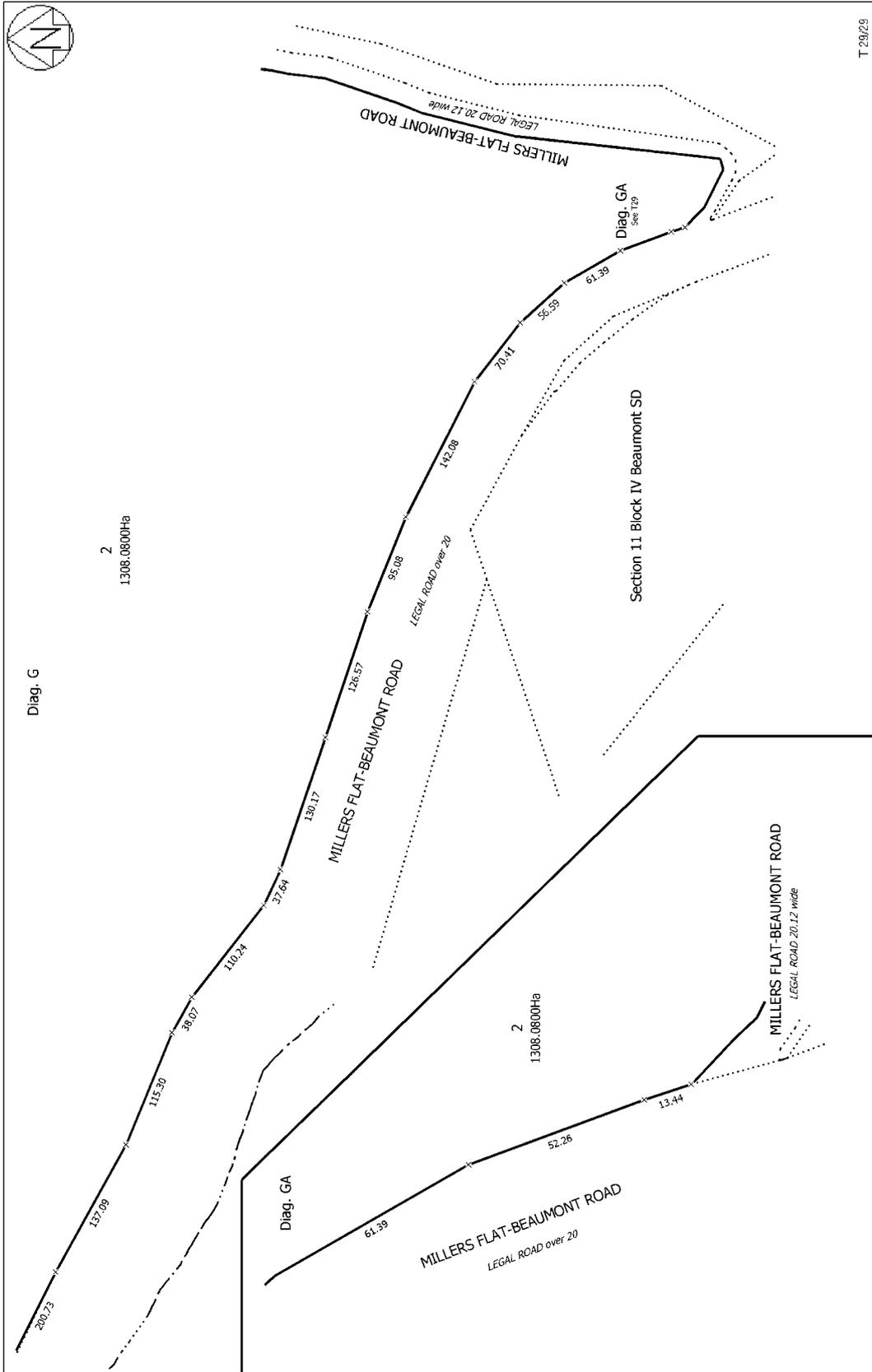
Lots 1 and 2 being a subdivision of Part Lot 2 DP 12797 and Easement over Run 814

Land District: Otago
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Deposited on: 11/10/2010







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Land District: Otago
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Surveyor: Paul Timothy Cook
 Firm: Clark Fortune McDonald & Associate

Lots 1 and 2 being a subdivision of Part Lot 2 DP 12797 and Easement over Run 814

Title Plan
 DP 407503
 Deposited on: 11/10/2010



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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R. W. Muir
Registrar-General
of Land

Identifier **OT8C/546**
Land Registration District **Otago**
Date Issued 10 July 1980

Prior References
OT362/170

Estate Fee Simple
Area 3.4474 hectares more or less
Legal Description Section 11-12 Block IX Benger Survey
District

Registered Owners
Amanda Jane Williams and WR Trustees 18 Limited

Interests
Subject to Section 8 Mining Act 1971
Subject to Section 5 Coal Mines Act 1979

