



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **1129815**
Land Registration District **North Auckland**
Date Issued 20 November 2023

Prior References
1055176

Estate Fee Simple
Area 222.7519 hectares more or less
Legal Description Lot 1 Deposited Plan 590677
Registered Owners
Rangitooopuni Land Holdings Limited Partnership

Interests

Subject to Part IVA Conservation Act 1987 (but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition)

Subject to Section 11 Crown Minerals Act 1991

Appurtenant to part formerly Lot 1 DP 63462 and Section 66H Riverhead Homestead Settlement on SO 21565 is a right of way over the area coloured yellow on DP 63462 created by Transfer 215163 - 18.10.1972 at 9:07 am

C646570.1 Protective Covenant pursuant to Section 19 Crown Forest Assets Act 1989 - 26.8.1994 at 10:58 am

9109779.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 29.6.2012 at 1:18 pm

12420672.4 Crown Forestry Licence pursuant to Section 30 Crown Forest Assets Act 1989 embodied in Register 1055437 - 1.4.2022 at 7:00 am

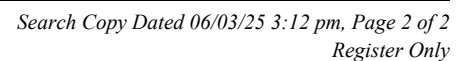
The within land is subject to a right of access under Sections 106 and 107 of the Te Kawerau ā Maki Claims Settlement Act 2015. See Transfer 12420672.5 - 1.4.2022 at 7:00 am

Land Covenant in Covenant Instrument 12826724.3 - 20.11.2023 at 1:23 pm

Land Covenant in Covenant Instrument 12826724.4 - 20.11.2023 at 1:23 pm

12826724.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 20.11.2023 at 1:23 pm

13142128.1 Mortgage to First Mortgage Custodians Limited - 25.10.2024 at 2:01 pm





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **1129816**
Land Registration District **North Auckland**
Date Issued 20 November 2023

Prior References
1055176

Estate Fee Simple
Area 173.6192 hectares more or less
Legal Description Lot 2 Deposited Plan 590677
Registered Owners
Rangitooopuni Land Holdings Limited Partnership

Interests

Subject to Part IVA Conservation Act 1987 (but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition)

Subject to Section 11 Crown Minerals Act 1991

C646570.1 Protective Covenant pursuant to Section 19 Crown Forest Assets Act 1989 - 26.8.1994 at 10:58 am

Appurtenant to part formerly Lot 1 DP 138520 is a right of way created by Deed of Easement D568664.5 - 21.12.2000 at 10:31 am

9109779.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 29.6.2012 at 1:18 pm

12420672.4 Crown Forestry Licence pursuant to Section 30 Crown Forest Assets Act 1989 embodied in Register 1055437 - 1.4.2022 at 7:00 am

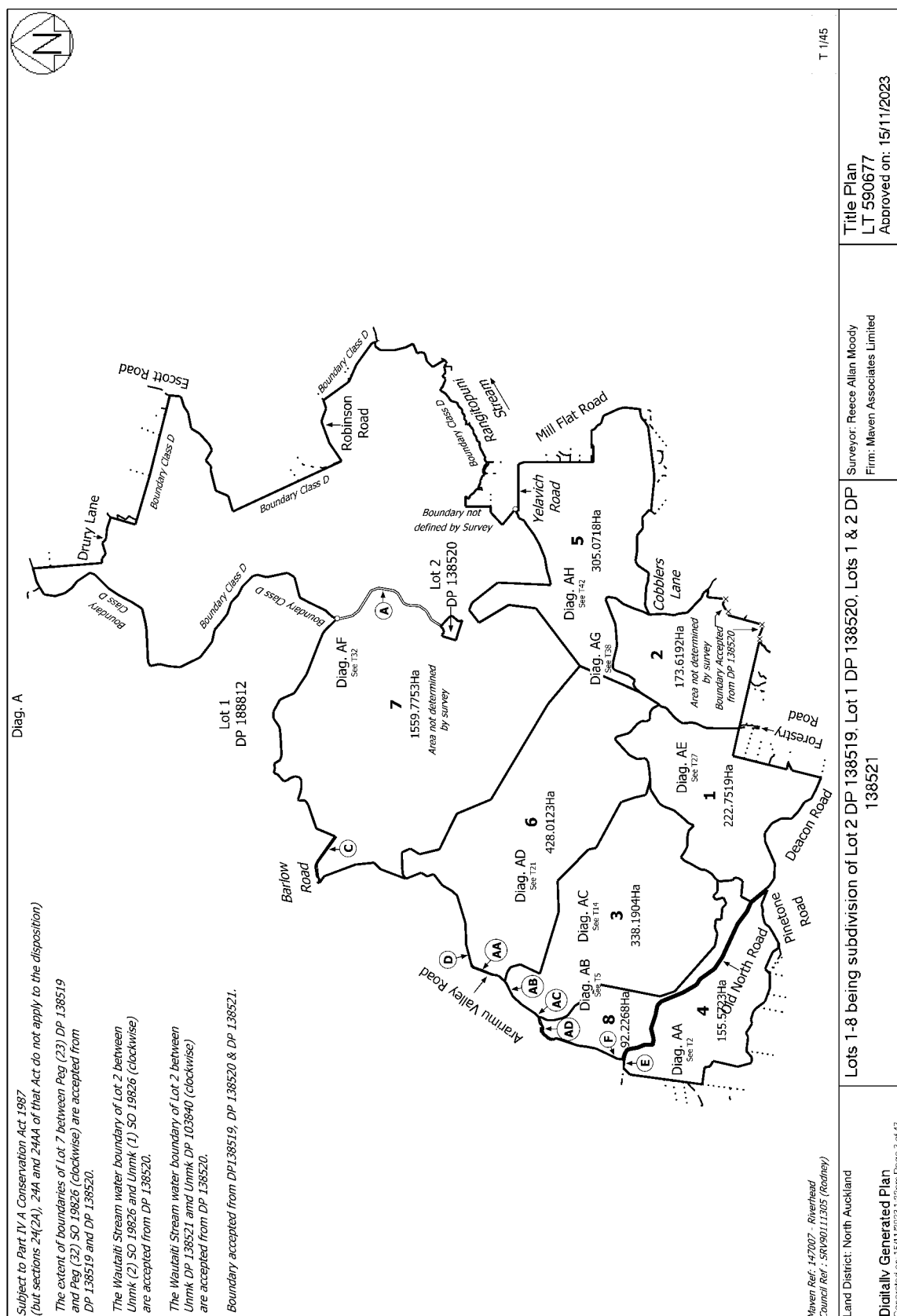
The within land is subject to a right of access under Sections 106 and 107 of the Te Kawerau ā Maki Claims Settlement Act 2015. See Transfer 12420672.5 - 1.4.2022 at 7:00 am

Land Covenant in Covenant Instrument 12826724.3 - 20.11.2023 at 1:23 pm

Land Covenant in Covenant Instrument 12826724.4 - 20.11.2023 at 1:23 pm

12826724.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 20.11.2023 at 1:23 pm

13131795.2 Mortgage to Silver Harbour Capital Trustee Limited - 11.10.2024 at 3:19 pm





(New Zealand)

(Approved by the District Registrar, Auckland, No. 3360)

(C)

Under the Land Transfer Act, 1962

Memorandum of Transfer

WHEREAS CARTER (KUMU) LIMITED a duly incorporated Company having its registered office at Auckland (hereinafter referred to as "the transferor") being registered as proprietor of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in that piece of land situated in the Land District of North

Auckland containing forty-five acres two roods twenty-five perches (45-2-25) more or less being Lot 2 Deposited Plan 58033 and being part Allotments 90 and 91 Parish of Faremoremo and all of the ~~more or less being~~ land comprised and described in Certificate of Title 11D/984 North Auckland Registry ~~TOGETHER with a water easement appurtenant to part Allotment 90~~ AND SUBJECT to a fencing covenant in Transfer A39931 and to Mortgage A136315 (hereinafter referred to as "the servient tenement") AND WHEREAS Her Majesty the Queen (hereinafter referred to as "the transferee") is the owner of those pieces of State Forest land situate in the Land District of North Auckland containing FIRST one hundred and forty-four acres three roods thirty-three perches (144-3-33) more or less being Section 66H Riverhead Homestead Settlement Gazette 1926 page 1193

AND SECONDLY two roods eight decimal eight perches (0-2-08.8) more or less being Lot 1 Deposited Plan 63462 (both together hereinafter referred to as "the dominant tenement")

AND WHEREAS the transferor has agreed to transfer and grant unto the transferee a right of way over portion of the servient tenement appurtenant to the dominant tenement NOW THIS TRANSFER WITNESSETH that in consideration of the said agreement and of the annual rental of one peppercorn (if demanded) the transferor DOTH HEREBY TRANSFER AND GRANT unto the transferee her servants agents workmen and visitors and all persons having business with her a free and perpetual right of way ingress egress and regress on horseback or on foot and with or without implements and vehicles of every description loaded or unloaded by night as well as by day in over and upon that portion of the servient tenement shown coloured yellow on Deposited Plan 63462 TO THE INTENT that such easement of right of way hereby created shall be for ever appurtenant to the dominant tenement AND IN CONSIDERATION of the foregoing transfer and grant the transferee DOTH HEREBY COVENANT with the transferor that the transferee will at all times and at her own expense keep and maintain in good order and condition the surface of the roadway which passes over the easement hereinbefore granted ~~as the said portion of the servient tenement shown coloured yellow on the said Plan No 63462.~~

682/105

Have
with
Sewer
B.P.

B.P.
Sewer
Have
with

IN WITNESS WHEREOF these presents have been executed this 2nd
day of August One thousand nineteen hundred and seventy-one.

THE COMMON SEAL of
CARTER (KUMEU) LIMITED was
hereunto affixed by and in
the presence of:



K. A. Cooper Director
W. J. Harcourt Secretary

SIGNED by HER MAJESTY THE QUEEN
by George Michael O'Neill,
Conservator of Forests, Auckland
Conservancy, pursuant to a
written delegation by the Minister
of Forests in the presence of:

John O'Connell
B. Pitt
Chief Draughtsman,
N. Z. Forest Service
Auckland.

THE COLONIAL MUTUAL LIFE ASSURANCE SOCIETY LIMITED the mortgagee of the
servient tenement abovescribed under and by virtue of Memorandum of
Mortgage A136315 DOTH HEREBY CONSENT but WITHOUT PREJUDICE to its rights
remedies and powers under the said mortgage.

DATED this 10th day of May
hundred and seventy-~~two~~.

One thousand nine

SIGNED by THE COLONIAL MUTUAL LIFE ASSURANCE
SOCIETY LIMITED by its Attorney

COLONIAL MUTUAL LIFE ASSURANCE SOCIETY
BY ITS ATTORNEY

in the presence of:-

Spencer
Minister
Wellington

M. Holden

NO. 107
Transfer
of the Land Transfer Act.

Colonial Mutual Life Building,
Fourth Floor,
117 Customhouse Quay,
Wellington, C.I.
P.O. BOX 3308

1st. August 1972

To: The District Land Registrar,
AUCKLAND.

re: Certificate of Title Volume
11D Folio 984.

We hereby authorise the
Commissioner of Crown Lands, Auckland, to
register against the above title a Grant
of Right of Way from Carter (Kumeu) Limited
~~to the Grant~~ over part of the land in the
above title as shown on the transfer,
granting the rights.

The abovementioned title
will shortly be lodged by our Auckland
Agents Messrs. Russell, McVeagh, McKenzie,
Bartleet & Co. for registration of a
Variation of Mortgage No. A136315.

BROCKER & BROCKER

Per:

LAND REGISTRY OFFICE
(SEARCH COPY)

2-5-63

INSTRUMENTS LISTED BELOW RETURNED TO:

C.C.L., AUCKLAND (I. & S. 3/1770/56)

(NAME OF LODGING FIRM)

BY _____ / / B. Harrison 18/ 10/ 72

OCT 18 9 07 AM '72

DISTRICT LAND REGISTRY
AUCKLAND NO. 1

[illegible]

C.T. 11D/984 produced 12.10.72 by Russell, McVeagh

→

Dr. J. J.

I MAURICE GOLDSTEIN of Wellington Secretary

do solemnly and sincerely declare as follows:-

1. THAT I did execute the annexed Consent to Grant of Right of Way in the name and as the Attorney of The Colonial Mutual Life Assurance Society Limited therein described under and by virtue of the powers and authorities conferred on me by a Power of Attorney granted by the said Society under its Common Seal on the 14th day of April 1967 a copy of which is deposited in the Land Transfer Office at Auckland under No. 224140

2. THAT I have not received any notice actual or constructive of the revocation of the said Power of Attorney either through the dissolution or winding up of the said Society or otherwise or of the cancellation or revocation of my appointment as Secretary for New Zealand of the said Society.

3. THAT to the best of my knowledge and belief the said dealing or transaction is not contrary to any instructions or directions of the Board of Directors of the said Society.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of The Oaths and Declarations Act 1957 and the Companies Act 1955.

DECLARED by the said [redacted] at Wellington

this 10th day of May 1972

BEFORE ME:

A SOLICITOR OF THE SUPREME COURT OF NEW ZEALAND

had 163462 → 210/680 A

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

CARTER (KUMEU) LIMITED

Transferor

HER MAJESTY THE QUEEN

Transferee

W. H. H. H. H.
Solicitor for the Transferee.

I HEREBY CERTIFY THAT THIS TRANSACTION
DOES NOT CONTRAVENE THE PROVISIONS OF
PART IIA OF THE LAND SETTLEMENT PRO-
MOTION AND LAND ACQUISITION ACT 1952.

W. H. H. H. H.
SOLICITOR FOR THE TRANSFEE
(OR LESSEE)

Particulars entered in the Register-Book Vol.

Folio

the day of 19
at o'clock

Assistant Land Registrar
of the District of

issue new CT
for dominant land
see Forests Act 1969
section 18, 18A.

Solicitors for the Transferee

THE LAW SOCIETY OF THE DISTRICT OF AUCKLAND
P.P.Co.Ltd.(S)—11538
The Commissioner of Crown Lands,
AUCKLAND



W. H. H. H. H.
OCT 18 9 07 AM '72

DISTRICT LAND REGISTRAR
AUCKLAND NO. 1

215163

View Instrument Details



Instrument No 9109779.1
Status Registered
Date & Time Lodged 29 June 2012 13:18
Lodged By [REDACTED]
Instrument Type Climate Change Response Act 2002 - Notice of status under s195(2)



Affected Computer Registers	Land District
569358	Marlborough
569359	Marlborough
MB4D/979	Marlborough
MB51/116	Marlborough
MB53/289	Marlborough
MB55/60	Marlborough
MB57/70	Marlborough
MB59/235	Marlborough
MB5A/1031	Marlborough
MB5A/1032	Marlborough
MB5A/927	Marlborough
MB5A/934	Marlborough
MB5A/981	Marlborough
MB5A/982	Marlborough
MB5A/992	Marlborough
MB5B/165	Marlborough
MB5B/726	Marlborough
MB5B/77	Marlborough
MB5B/791	Marlborough
MB5B/92	Marlborough
MB5C/1351	Marlborough
MB5C/306	Marlborough
MB5C/504	Marlborough
MB5C/906	Marlborough
MB5D/1047	Marlborough
MB5D/1140	Marlborough
MB5D/1341	Marlborough
MB5D/1342	Marlborough
MB5D/1343	Marlborough
MB5D/1344	Marlborough
MB60/106	Marlborough
MB6A/282	Marlborough
MB6B/838	Marlborough
MB6C/339	Marlborough
MB6C/90	Marlborough
NA100A/1	North Auckland
NA100A/2	North Auckland
NA253/202	North Auckland

Annexure Schedule: Contains 5 Pages.

Signature

Signed by Dong-On Lee as Crown Representative on 28/06/2012 04:43 PM

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

Ministry for Primary Industries
Manatū Ahu Matua



Notice of status of forest land

Section 195, Climate Change Response Act 2002

To the Registrar-General of Land

The following land/Part of the following land is pre-1990 forest land under the Climate Change Response Act 2002

Description of land

Legal Description	District Council	Title
Pt Sec 14 Blk XI Onamalutu SD	MARLBOROUGH REGION	MB4D/979
Sec 4 Blk XV Wakamarina SD	MARLBOROUGH REGION	MB51/116
Pt DP 459	CANTERBURY REGION	MB53/289
Pt DP 460	CANTERBURY REGION	MB53/289
Pt Sec 1 Blk XIV Greenburn SD	CANTERBURY REGION	MB53/289
Pt Sec 2 Blk II Hundalee SD	CANTERBURY REGION	MB53/289
Lot 1 DP 2279	MARLBOROUGH REGION	MB55/60
Pt Sec 1 Blk VI Oriieri SD	MARLBOROUGH REGION	MB57/70
Sec 34 Blk IV Onamalutu SD	MARLBOROUGH REGION	MB59/235
Lot 1 DP 8606	MARLBOROUGH REGION	MB5A/1031
Sec 8 Blk VII Heringa SD	MARLBOROUGH REGION	MB5A/1032
Sec 30 Blk II Gore SD	MARLBOROUGH REGION	MB5A/927
Lot 1 DP 5585	MARLBOROUGH REGION	MB5A/934
Pt Sec 49 Blk I Wakamarina SD	MARLBOROUGH REGION	MB5A/981
Sec 42 Blk I Wakamarina SD	MARLBOROUGH REGION	MB5A/981
Pt Sec 1 of 1 Blk I Heringa SD	MARLBOROUGH REGION	MB5A/982
Sec 20 Blk II Heringa SD	MARLBOROUGH REGION	MB5A/982
Pt Lot 2 DP 7018	MARLBOROUGH REGION	MB5A/992
Pt Lot 1 DP 2164	MARLBOROUGH REGION	MB5B/165
Sec 1 SO 7126	MARLBOROUGH REGION	MB5B/726
Lot 2 DP 8771	MARLBOROUGH REGION	MB5B/77
Pt Lot 1 DP 8531	MARLBOROUGH REGION	MB5B/791
Lot 1 DP 7929	MARLBOROUGH REGION	MB5B/92

Lot 1 DP 7980	MARLBOROUGH REGION	MB5B/92
Lot 1 DP 7985	MARLBOROUGH REGION	MB5B/92
Lot 1 DP 8130	MARLBOROUGH REGION	MB5B/92
Lot 1 DP 8131	MARLBOROUGH REGION	MB5B/92
Lot 1 DP 8132	MARLBOROUGH REGION	MB5B/92
Lot 1 DP 8168	MARLBOROUGH REGION	MB5B/92
Lot 2 DP 2740	MARLBOROUGH REGION	MB5B/92
Lot 2 DP 7929	MARLBOROUGH REGION	MB5B/92
Lot 2 DP 8130	MARLBOROUGH REGION	MB5B/92
Lot 2 DP 8131	MARLBOROUGH REGION	MB5B/92
Lot 2 DP 8132	MARLBOROUGH REGION	MB5B/92
Lot 3 DP 4157	MARLBOROUGH REGION	MB5B/92
Lot 3 DP 8132	MARLBOROUGH REGION	MB5B/92
Lot 3 DP 8168	MARLBOROUGH REGION	MB5B/92
Lot 4 DP 8132	MARLBOROUGH REGION	MB5B/92
Pt Lot 1 DP 5883	MARLBOROUGH REGION	MB5C/1351
Lot 1 DP 4608	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 4630	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 4852	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 5150	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 5496	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 5781	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 6245	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 6294	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 6611	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 7744	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 7745	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 7786	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 7790	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 7791	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 7804	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 7805	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 7807	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 7808	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 7810	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 7849	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 7937	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 8076	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 8087	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 8088	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 8089	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 8090	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 8091	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 8092	MARLBOROUGH REGION	MB5C/306

Lot 1 DP 8093	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 8094	MARLBOROUGH REGION	MB5C/306
Lot 1 DP 8095	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 4272	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 4608	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 4630	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 5458	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 5532	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 7759	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 7790	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 7791	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 7804	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 7805	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 7809	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 7810	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 7937	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 8089	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 8090	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 8092	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 8093	MARLBOROUGH REGION	MB5C/306
Lot 2 DP 8094	MARLBOROUGH REGION	MB5C/306
Lot 3 DP 5781	MARLBOROUGH REGION	MB5C/306
Lot 3 DP 7759	MARLBOROUGH REGION	MB5C/306
Lot 3 DP 7804	MARLBOROUGH REGION	MB5C/306
Lot 3 DP 7805	MARLBOROUGH REGION	MB5C/306
Lot 3 DP 7810	MARLBOROUGH REGION	MB5C/306
Lot 3 DP 8089	MARLBOROUGH REGION	MB5C/306
Lot 3 DP 8093	MARLBOROUGH REGION	MB5C/306
Lot 4 DP 5458	MARLBOROUGH REGION	MB5C/306
Lot 4 DP 6294	MARLBOROUGH REGION	MB5C/306
Lot 4 DP 7759	MARLBOROUGH REGION	MB5C/306
Lot 4 DP 7804	MARLBOROUGH REGION	MB5C/306
Lot 4 DP 8089	MARLBOROUGH REGION	MB5C/306
Lot 5 DP 5458	MARLBOROUGH REGION	MB5C/306
Lot 5 DP 6118	MARLBOROUGH REGION	MB5C/306
Lot 5 DP 6294	MARLBOROUGH REGION	MB5C/306
Lot 5 DP 7804	MARLBOROUGH REGION	MB5C/306
Lot 5 DP 8089	MARLBOROUGH REGION	MB5C/306
Lot 6 DP 5458	MARLBOROUGH REGION	MB5C/306
Lot 7 DP 5458	MARLBOROUGH REGION	MB5C/306
Lot 3 DP 14518	NELSON REGION	MB5C/306
Lot 2 DP 9438	MARLBOROUGH REGION	MB5C/504
Pt Sec 9 SO 805	MARLBOROUGH REGION	MB5C/906
Pt Sec 4 Blk I Onamalutu SD	MARLBOROUGH REGION	MB5D/1047

Pt Sec 5 Blk I Onamalutu SD	MARLBOROUGH REGION	MB5D/1047
Sec 18 Blk I Onamalutu SD	MARLBOROUGH REGION	MB5D/1047
Lot 1 DP 10223	MARLBOROUGH REGION	MB5D/1140
Lot 1 DP 10323	MARLBOROUGH REGION	MB5D/1341
Lot 2 DP 10323	MARLBOROUGH REGION	MB5D/1342
Lot 3 DP 10323	MARLBOROUGH REGION	MB5D/1343
Lot 4 DP 10323	MARLBOROUGH REGION	MB5D/1344
Lot 1 DP 2592	MARLBOROUGH REGION	MB60/106
Lot 1 DP 10484	MARLBOROUGH REGION	MB6A/282
Lot 3 DP 445052	MARLBOROUGH REGION	569358
Lot 4 DP 445052	MARLBOROUGH REGION	569359
Sec 22 Blk VII Oriari SD	MARLBOROUGH REGION	MB6B/838
Lot 1 DP 12142	MARLBOROUGH REGION	MB6C/339
Lot 1 DP 12047	MARLBOROUGH REGION	MB6C/90
Sec 19 Blk IV Waoku SD	NORTHLAND REGION	NA 253/202
Lot 1 DP 136786	NORTHLAND REGION	NA100A/1
Lot 1 DP 136797	NORTHLAND REGION	NA100A/1
Lot 1 DP 136798	NORTHLAND REGION	NA100A/1
Lot 1 DP 136799	NORTHLAND REGION	NA100A/1
Lot 1 DP 136800	NORTHLAND REGION	NA100A/1
Lot 1 DP 136867	NORTHLAND REGION	NA100A/1
Lot 1 DP 136868	NORTHLAND REGION	NA100A/1
Lot 1 DP 136869	NORTHLAND REGION	NA100A/1
Lot 1 DP 136871	NORTHLAND REGION	NA100A/1
Lot 1 DP 136872	NORTHLAND REGION	NA100A/1
Lot 1 DP 137182	NORTHLAND REGION	NA100A/1
Lot 1 DP 137711	NORTHLAND REGION	NA100A/1
Lot 1 DP 137712	NORTHLAND REGION	NA100A/1
Lot 1 DP 137713	NORTHLAND REGION	NA100A/1
Lot 1 DP 137714	NORTHLAND REGION	NA100A/1
Lot 1 DP 137715	NORTHLAND REGION	NA100A/1
Lot 1 DP 80129	NORTHLAND REGION	NA100A/1
Lot 2 DP 105103	NORTHLAND REGION	NA100A/1
Lot 2 DP 136801	NORTHLAND REGION	NA100A/1
Lot 2 DP 136869	NORTHLAND REGION	NA100A/1
Lot 3 DP 136802	NORTHLAND REGION	NA100A/1
Pt Lot 2 DP 63209	NORTHLAND REGION	NA100A/1
Lot 1 DP 138518	AUCKLAND REGION	NA100A/2
Lot 1 DP 138520	AUCKLAND REGION	NA100A/2
Lot 1 DP 138521	AUCKLAND REGION	NA100A/2

Date: 14 May 2012

Signed:



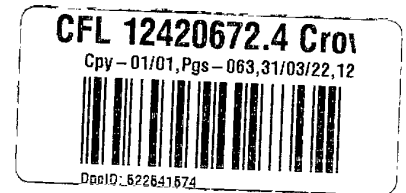
Simon Petrie
Assistant Manager ETS



Director General
Ministry for Primary Industries

ETS-2012-05-14-I

Registered under the Land
Transfer Act 2017 pursuant to
Section 30 Crown Forest Assets
Act 1989.



CROWN FORESTRY LICENCE

(Under Section 14 Crown Forest Assets Act 1989)

RIVERHEAD FOREST (TE KAWERAU A MAKI)

LAND REGISTRATION DISTRICT

NORTH AUCKLAND

LAND

3,275.2200 hectares, more or less, situated in the Land Registration District of North Auckland, being Lot 2 DP 138519, Lot 1 DP 138520, and Lots 1 and 2 DP 138521.

LICENSOR

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister for State Owned Enterprises and the Minister of Finance pursuant to section 14 of the Crown Forest Assets Act 1989 (*the Crown*)

LICENSEE

Matariki Forests North Island Limited, a company incorporated in New Zealand and registered under company number 68089 (*the Licensee*)

OPERATIVE CLAUSE

For the licence fee reserved the Crown **HEREBY LICENSES** the Licensee to enter upon and use the Land for the term provided subject to the covenants and conditions herein contained.

ACKNOWLEDGEMENT

The Crown and the Licensee acknowledge that:

1. This Licence is granted as a replacement licence of the Land pursuant to Clauses 17.4.2 and 17.4.4 of the Crown forestry licence dated the 21st day of June 1991 and registered as Record of Title NA100A/2, North Auckland Registry (*the Original Licence*) over the Land and other Crown forest land consequent upon the requirement of the Crown to transfer the land to the Trustees of Te Kawerau Iwi Settlement Trust pursuant to the Te Kawerau a Maki Claims Settlement Act 2015 (*Settlement Act*) as if the Waitangi Tribunal had made a final recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975; and that
2. This Licence gives effect to section 96 of the Settlement Act which authorises the Crown to transfer the fee simple estate in the commercial redress property (including the Land) to the Trustees of Te Kawerau Iwi Settlement Trust; and that
3. This Licence is granted by the Crown as licensor in accordance with section 105 of the Settlement Act notwithstanding the fact that pursuant to section 104 of the Settlement Act the Trustees are the licensor under the Original Licence in so far as it relates to the Land; and that
4. This replacement Licence is therefore being granted solely to facilitate the Treaty of Waitangi settlement contemplated by the Settlement Act, and that
5. By Termination Notice dated 16 November 2015 (“Termination Notice”), the Crown gave the Licensee a 35 year Termination Notice with respect to the Land, and that The Guarantee and Indemnity entered into in 2012 between the Crown and the Licensee represents the guarantee provisions between the Licensee, and the Crown and the Proprietors, and that
6. By a letter from the Matariki Forestry Group to Te Kawerau a Maki sent on 16 March 2022 the Matariki Forestry Group has acknowledged that the 2012 Guarantee and Indemnity continues to be wholly enforceable by Te Kawerau a Maki as Proprietors and Licensor.

PART I: COVENANTS AND CONDITIONS

SECTION 1: DEFINITIONS INTERPRETATIONS AND EXCLUSIONS

1.1 Definitions

In this Licence including the Schedules and any appendices and other annexures, unless the context otherwise requires, the following terms shall have the meanings attached to them in this Clause 1.1:

1.1.1 *the Act* means the Crown Forest Assets Act 1989;

1.1.2 *Authority* means each and every local body government or other authority having jurisdiction or authority over or in respect of the Land or the use or occupation thereof;

1.1.3 *the Crown* includes her successors and assigns and unless the context otherwise requires the servants and agents of the Crown;

1.1.4 *Improvements* in relation to the Land means all improvements on, or associated with the Land and includes:

1.1.4.1 All buildings and other structures affixed to the Land; and

1.1.4.2 All roads tracks accessways airstrips firebreaks bridges culverts irrigation works erosion works water-races drainage works water storage and all works related to the prevention detection or fighting of fire

but does not include work done on or for the benefit of the Land by any owner or occupier thereof whether before or after the commencement of this Licence in:

1.1.4.3 The draining, excavation, filling, reclamation or stabilising of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling, reclamation or stabilising; or

1.1.4.4 The grading or levelling of the Land or the removal of rocks, stone, sand or soil therefrom; or

1.1.4.5 The removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or

1.1.4.6 The alteration of soil fertility or the structure of the soil; or

1.1.4.7 The arresting or elimination of erosion or flooding;

1.1.5 *the Land* means the land described on Page 1 of this Licence but excludes:

1.1.5.1 All Trees as defined in Clause 1.1.12 growing or standing thereon; and

1.1.5.2 All Improvements that have been acquired by the Licensee pursuant to section 11(1) of the Act as at the commencement of the term of this Licence as set out in the First Schedule hereto and Improvements made thereafter by the Licensee to the Land

AND which for the purposes of the definition of Land Value in Clause 1.1.6 means such Land in its condition as at the date of commencement of this Licence;

1.1.6 *Land Value* in relation to the Land (as defined in Clause 1.1.5) as at any Review Date (as defined in Clause 4.3) means the sum that the Land, if unencumbered by any mortgage or other charge thereon, might be expected to realise at that Review Date if offered for sale on such reasonable terms and conditions as a bona fide seller of the Land might be expected to impose but adjusted as may be necessary to take into account the terms and conditions of this Licence;

1.1.7 *the Licensee* includes the Licensee described on Page 1 of this Licence and its executors administrators successors and permitted assigns and unless the context otherwise requires the servants and agents of the Licensee;

1.1.8 *the Trustees* has the meaning given to that term in Section 11 of the Settlement Act;

1.1.9 *the Proprietors* means, so long as the Land is subject to this Licence, the persons in whose names the Land or any part is held following the return by the Crown of the Land or that part to Maori ownership pursuant to section 36 of the Act and includes their successors and assigns and unless the context otherwise requires the servants and agents of the Proprietors;

1.1.10 *the Original Licence* means the Crown forestry licence granted to Carter Holt Harvey Riverhead Forest Limited with effect from 31 October 1990 and registered as Certificate of Title NA100A/2, North Auckland Registry;

1.1.11 *the Settlement Act* means the Te Kawerau a Maki Claims Settlement Act 2015;

1.1.12 *Trees* means all the trees growing or standing or lying on the Land that have been acquired by the Licensee pursuant to section 11(1) of the Act as at the commencement of the term of this Licence and all other trees thereafter growing or standing or lying on the Land.

1.2 Interpretations

In this Licence unless a contrary intention appears:

- 1.2.1 Words importing the singular number shall include the plural; the masculine gender shall include the feminine; persons shall include companies; and in each case vice versa;
- 1.2.2 Any provision of this Licence to be performed by two or more persons shall bind those persons jointly and severally;
- 1.2.3 Any headings and marginal notations in this Licence or any table of contents have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of this Licence;
- 1.2.4 Any reference to legislation or statutory requirements includes reference to regulations or any other form of delegated legislation and such legislation amended and in force from time to time;
- 1.2.5 If any provision of this Licence shall be considered to be invalid under any applicable statute or rule of law it shall be deemed to be omitted only to the extent that the same shall be in violation of such statute or rule of law and shall be enforced to the maximum extent possible. In addition, the invalidity of any particular provision shall not in any way affect the validity of any other provision.

1.3 Exclusion of Implied Terms

This Licence embodies the entire understanding and the whole agreement between the Crown and the Licensee relative to the subject matter hereof and all previous negotiations representations warranties arrangements and statements (if any) whether expressed or implied (including any collateral agreement or warranty) with reference to the subject matter hereof or the intentions of any of the parties hereto are extinguished and otherwise are hereby excluded and cancelled.

SECTION 2: USE OF LAND

2.1 Right to Use

- 2.1.1 Prior to the 30th day of September 2016 and subject to any enactment or rule of law, the Licensee shall, unless otherwise provided in this Licence, have the right, while this Licence remains in force, to use the Land for any purpose whether or not it relates to the harvesting, planting, management or processing of the Trees on the Land.
- 2.1.2 During the 35 year termination period referred to in Clause 16.1, the rights of the Licensee in respect of the Land shall be restricted to using the Land to exercise only such rights that are necessary to enable the Licensee in accordance with accepted

forestry practice to protect, manage, harvest and process the Trees growing standing or lying on the Land at the commencement of such 35 year termination period.

2.2 Non Interference

The Crown will not unreasonably interfere with the Licensee's use of the Land in accordance with the terms and conditions of this Licence.

2.3 Protection of Licensee's Transport Costs

If during the term of this Licence, any road owned by the Licensee that was on the Land at the date of commencement of this Licence is acquired or taken for or declared to be a public road then:

2.3.1 The Licensee shall be entitled to full compensation from Her Majesty the Queen for such acquisition or taking or declaration including compensation for any additional forest management, harvesting or transport costs incurred by the Licensee as a direct result of such acquisition or taking or declaration after taking into account any compensation paid to the Licensee for such acquisition or taking or declaration under the Public Works Act 1981 or any other Act; and

2.3.2 The Licensee shall execute any partial surrender or variation of this Licence made necessary as a consequence of such acquisition or taking or declaration and all costs associated therewith shall be paid by Her Majesty the Queen.

2.4 Acquisition of Land for Public Work

Notwithstanding the provisions of the Public Works Act 1981 if:

2.4.1 Her Majesty the Queen requires the Licensee to execute a surrender of this Licence over the whole or part of the Land so that the Land so surrendered can be taken or set apart as a public work within the meaning ascribed to those words in the Public Works Act 1981 either by Her Majesty the Queen or by any Authority; or

2.4.2 Her Majesty the Queen assigns its interest in the whole or any part of the Land and either Her Majesty the Queen or any Authority commences any procedure to acquire the whole or any part of the Land so assigned compulsorily pursuant to the Public Works Act 1981

then the Licensee may in respect of the Land to be so surrendered or to be so acquired compulsorily, as the case may be, (*the Public Work Area*) remove from the Public Work Area the Trees and such Improvements as are capable of removal (the Licensee making good at its expense the sites upon which the same stood) and the Licensee shall further be entitled to full compensation from Her Majesty the Queen for all Trees and Improvements (including without limitation roads, tracks, boundary fences, bridges and culverts) which remain after

taking into account any compensation paid to the Licensee for such surrender or compulsory acquisition, as the case may be, under the Public Works Act 1981 or any other Act.

2.5 Quarrying of Road Metal

The Licensee shall have the right, while this Licence remains in force (but subject to the Licensee obtaining any requisite consent or approval of any Authority and subject also to the terms and conditions of any such consent or approval) to quarry win remove and use sand, pumice, shingle, metal, gravel, rock and clay located in or upon the Land for the sole purpose of the construction or maintenance of any road on the Land.

SECTION 3: TERM

The term shall be deemed to commence on the 31st day of October 1990 (*the date of commencement*) and shall comprise an initial fixed term of 5 years terminating on the 30th day of October 1995 and thereafter (subject to the covenants and conditions herein contained) the term shall run from year to year by way of automatic extension.

SECTION 4: LICENCE FEE, REVIEW PROVISIONS AND OUTGOINGS

4.1 Payment by the Licensee

The Licensee shall pay the Crown (or as the Crown may in writing otherwise direct) during the term of this Licence from and including the 31st day of October 2020:

4.1.1 The licence fee of \$393,150 per annum (or where adjusted in accordance with the review provisions of this Licence at the adjusted rate) payable by equal yearly instalments in advance on the 31st day of October 2020 and yearly thereafter and proportionately in respect of any period less than a year;

4.1.2 Forthwith upon demand any other moneys required to be paid by the Licensee to the Crown under this Licence including moneys payable by the Licensee to the Crown pursuant to Clause 12.3.

4.2 Goods and Services Tax

The Licensee shall (in addition to any other payments) pay to the Crown upon demand any taxes paid or payable by the Crown or accountable by the Crown pursuant to the provisions of the Goods and Services Tax Act 1985 (being the tax thereby imposed or any similar tax levied in substitution therefor) in respect of any payments paid or payable by the Licensee under this Licence or paid by the Crown on behalf of the Licensee's obligation to make such payment under this Licence.

4.3 Periodic Review of Licence Fee

The licence fee shall be reviewed on the 31st day of October 2020 and every third successive anniversary thereafter (each such date being called a *Review Date*) in accordance with the

following provisions so that the annual licence fee payable for the next three year period commencing on any Review Date will be the “market rent” for the Land as at that date:

4.3.1 Market rent means the amount exclusive of GST:

4.3.1.1 Which might be expected to be paid on a Review Date for the use of the Land (as defined in Clause 1.1.5 but in its condition as at the date of commencement of this Licence), subject to the specific terms and conditions of this Licence by a willing licensee to a willing licensor, in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;

4.3.1.2 For the avoidance of doubt, the assessment is to be based on an analysis of the relevant evidence using all applicable valuation methodologies.

4.3.2 At any time not earlier than four (4) months prior to each Review Date but no later than such Review Date the Crown shall notify the Licensee in writing (the Crown's Notice) of the Crown's assessment of the licence fee as at that particular Review Date provided that in the event that the Crown does not give such notice by the Review Date, then the Crown shall be deemed to have given the Crown's Notice that the Crown's assessment of the Market Rent as at that particular Review Date remains unchanged from the licence fee for the immediate preceding three year period;

4.3.3 In the event that the Licensee does not agree with the Crown's assessment of the licence fee, the Licensee shall notify the Crown in writing (*the Licensee's Notice*) within twenty-eight (28) days from the date of service upon the Licensee of the Crown's Notice, or the Review Date if no Crown Notice is given, that the Licensee requires that the licence fee be determined in accordance with Clause 4.4 and the Licensee shall set out in the Licensee's Notice the amount which the Licensee considers to be the licence fee;

4.3.4 Unless such notice is given by the Licensee within such twenty-eight (28) day period, then the licence fee stated in the Crown's Notice as the licence fee shall become the licence fee hereby reserved as from the particular Review Date.

4.4 Dispute Provisions

Where the Licensee gives notice disputing the Crown's assessment of the licence fee, the parties shall endeavour to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the parties shall agree upon) after the date on which the Licensee gives the Licensee's Notice then:

4.4.1 The parties shall, within twenty-eight (28) days after the date on which the Licensee gives the Licensee's Notice (*the 28 day period*), each appoint a valuer (being a member

of the New Zealand Institute of Valuers or its successor) to determine jointly the licence fee;

4.4.2 If either the Crown or the Licensee fails to appoint a valuer within the 28 day period, then the determination of the licence fee shall be made by the sole valuer as nominated by either the Crown or the Licensee, as the case may be, and such determination shall be final and binding on both parties as if the appointment had been by consent;

4.4.3 If both the Crown and the Licensee have appointed valuers then, before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in Clause 4.4.1) and obtain the umpire's acceptance in writing of appointment;

4.4.4 Subject to Clauses 4.4.2 and 4.4.3, the valuers so nominated shall within fifty-six (56) days of the expiration of the 28 day period jointly determine the licence fee as at the Review Date;

4.4.5 Each valuer shall provide to the other within twenty-one (21) days of the expiration of the 28 day period a written assessment of the licence fee and will provide full details of the market evidence on which the assessment is particularly reliant;

4.4.6 If the said valuers are unable to agree upon a determination within fifty-six (56) days of the expiration of the 28 day period then the licence fee shall be assessed by the umpire whose determination shall be final and binding on the parties hereto. The umpire shall give such determination and the reasons therefor in writing;

4.4.7 In assessing the licence fee, the valuer(s) and/or umpire shall be deemed to be acting as expert(s) and not as arbitrator(s).

4.5 Effective Date of Review

Any variation in the licence fee resulting from such determination shall take effect on and from the Review Date applicable thereto.

4.6 Licence Fee Payable Pending Completion of Review

Where a review is uncompleted on the Review Date, then:

4.6.1 Pending completion of the review, payment shall be made on the Review Date of the licence fee nominated in the Crown's Notice for the next year; and

4.6.2 On completion of the review, either the Crown shall refund any overpayment to the Licensee or the Licensee shall pay any deficiency to the Crown. Any such refund or payment shall bear interest, compounded on quarterly rests and computed from the Review Date until the date at which such refund or payment is made in full at a rate that

is 2% above the FRA midpoint 30 day bank bill rate as at 10.45 a.m. on Reuters' page BKBM on the date on which such amount is payable.

4.7 Review of Basis for Fixing Licence Fee

Prior to the review of the licence fee due on the 31st day of October 2026 in accordance with Clause 4.3 and prior to every ninth successive anniversary thereafter (each such date being herein called a *General Review Date*) the basis for fixing the licence fee may be reviewed in accordance with the following provisions:

- 4.7.1 At any time not earlier than nine (9) months but no later than four (4) months prior to each successive General Review Date either the Crown or the Licensee may notify the other party in writing (*the General Review Notice*) that it wishes the basis for fixing the licence fee (initially based on 7% of the Land Value in the Original Licence) to be amended either by a change to the specified percentage or by making such other changes as is considered appropriate to determine a market rental for the use of the Land, such market rental to take account of the terms and conditions of this Licence;
- 4.7.2 Any such General Review Notice shall set out in full the basis that the party giving such notice proposes should be used for fixing the licence fee on the next Review Date and its reasons for the proposed change;
- 4.7.3 In the event that the party receiving the General Review Notice does not agree with the proposed change, it shall notify the party giving the notice in writing within twenty-one (21) days from the date of service of the General Review Notice that the party receiving the General Review Notice does not agree with the proposal (*the Counter Notice*);
- 4.7.4 Any such Counter Notice shall set out in full the reasons for the objection to the proposal in whole or in part and shall also set out in full the basis of and reasons for any counter proposal;
- 4.7.5 Unless such Counter Notice is given within such twenty-one (21) day period, then the basis for determining the licence fee set out in the General Review Notice shall be the basis upon which the licence fee will be fixed on the next Review Date;
- 4.7.6 Where a Counter Notice is given, the parties shall endeavour to reach agreement on the basis for fixing the licence fee to apply from that particular General Review Date. Should agreement not be reached within twenty-eight (28) days (or such longer period as the parties shall agree upon) after the date on which the Counter Notice is given:
 - 4.7.6.1 The parties shall, within twenty-eight (28) days after the date on which the Counter Notice was given (*the 28 day period*), each appoint a valuer (being a member of the New Zealand Institute of Valuers or its successor) to determine jointly the basis for fixing the licence fee;

- 4.7.6.2 If either the Crown or the Licensee fails to appoint a valuer within the 28 day period, then the determination of the basis for fixing the licence fee shall be made by the sole valuer as nominated by either the Crown or the Licensee, as the case may be, and such determination shall be final and binding on both parties as if the appointment had been by consent;
- 4.7.6.3 If both the Crown and the Licensee have appointed valuers then, before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in Clause 4.7.6.1) and obtain the umpire's acceptance in writing of appointment;
- 4.7.6.4 Subject to Clauses 4.7.6.2 and 4.7.6.3, the valuers so nominated shall within fifty-six (56) days of the expiration of the 28 day period jointly determine the basis for fixing the licence fee as at the General Review Date;
- 4.7.6.5 Each valuer will provide to the other within twenty-one (21) days of the expiration of the 28 day period a written assessment of the basis for fixing the licence fee and will provide full details of the market evidence on which the assessment is particularly reliant;
- 4.7.6.6 If the said valuers are unable to agree upon a determination within fifty-six (56) days of the expiration of the 28 day period then the basis for fixing the licence fee shall be assessed by the umpire whose determination shall be final and binding on the parties hereto. The umpire shall give such determination and the reasons therefor in writing;
- 4.7.6.7 In assessing the basis for fixing the licence fee, the valuer(s) and/or umpire shall be deemed to be acting as expert(s) and not as arbitrator(s);
- 4.7.7 Any amendment to the basis for fixing the licence fee resulting from any general review shall take effect on and from the General Review Date applicable thereto so that each successive three yearly review of the licence fee that takes place on and from such General Review Date shall be completed by substituting in Clauses 4.3 through 4.6 the new basis for fixing the licence fee.

4.8 Relationship between Periodic Review and General Review

In any case where the general review:

- 4.8.1 Has been completed four (4) months prior to the particular General Review Date then, unless the licence fee payable from that General Review Date has been determined in conjunction with and as part of the foregoing general review provisions, the licence fee shall be reviewed and fixed in accordance with Clause 4.3 through Clause 4.6 as amended by Clause 4.7.7;

4.8.2 Has not been completed four (4) months prior to the particular General Review Date, then the Crown may give the Crown's Notice in accordance with Clause 4.3.1 of its assessment of the licence fee determined in accordance with the basis applicable at the immediately preceding Review Date, but any dispute arising from the Crown's Notice shall be determined as part of the general review in accordance with Clause 4.7.6;

4.8.3 Has not been completed on the General Review Date and the Crown has given the Crown's Notice pursuant to Clause 4.8.2 then:

4.8.3.1 Pending completion of such general review, payment shall be made on the Review Date of the licence fee nominated in such Crown's Notice for the next year; and

4.8.3.2 On completion of such general review, either the Crown shall refund any overpayment to the Licensee or the Licensee shall pay any deficiency to the Crown. Any such refund or payment shall bear interest, compounded on quarterly rests and computed from the Review Date until the date at which such refund or payment is made in full at a rate that is 2% above the FRA midpoint 30 day bank bill rate as at 10.45 a.m. on Reuters' page BKBM on the date on which such amount is payable.

4.9 Interest on Overdue Licence Fee or Other Moneys

Without prejudice to the other rights powers and remedies of the Crown hereunder if any licence fee or other moneys owing by the Licensee to the Crown on any account whatsoever pursuant to this Licence shall be in arrear and unpaid for fourteen (14) days after the same shall have become due or demanded, whichever is the later, then such moneys shall bear interest compounded on quarterly rests and computed from such due date until the date of payment in full of such moneys at a rate that is 10% above the FRA midpoint 30 day bank bill rate as at 10.45 a.m. on Reuters' page BKBM on the date on which such amount is payable and the said interest shall be recoverable in like manner as the moneys so unpaid.

4.10 Rates

4.10.1 The Licensee will during the term duly and punctually pay all general, water, special and other rates and all taxes (including land tax if any) and assessments levied upon or payable in respect of the Land irrespective of the ownership thereof but excluding income tax or any tax on rents or licence fees or other tax assessed in respect of the income or profits of the owner of the Land.

4.10.2 Where the Land is separately rated the Crown shall be entitled to supply the Licensee's name to the appropriate Authority for inclusion in the rating roll.

4.10.3 If such rates, taxes and assessments shall not be separately levied or assessed in respect of the Land, then the Licensee will upon demand by the Crown pay its fair proportion of the total of such rates, taxes and assessments in respect of the Land.

4.10.4 If such levy or assessment is for a period extending either before or after the date of commencement or termination of this Licence as the case may be then the Licensee will pay its fair proportion of such part of the levy or demand as may be applicable to the Land for the period falling within the term of this Licence.

SECTION 5 : ASSIGNMENT

5.1 Total Assignment Permitted Subject to Conditions

In the event that the Licensee wishes to assign or transfer this Licence in whole or wishes to part with its rights of use and occupation of all the Land it shall not do so without first obtaining the written consent of the Crown thereto which shall not be unreasonably or arbitrarily withheld provided that such consent shall not be refused or withheld by the Crown in any case where the conditions listed in Clause 5.2 have been satisfied.

5.2 Conditions for Total Assignment

The conditions referred to in Clause 5.1 are as follows:

5.2.1 The proposed assignment or transfer relates to all the Land and not to any part or parts of the Land less than the whole;

5.2.2 The Licensee is not at the time of application for such consent or thereafter before consent is granted in default in the due and punctual observance or performance of the covenants and conditions on the Licensee's part herein contained;

5.2.3 The incoming licensee is not at the time of application for such consent or thereafter before consent is granted in default in the due and punctual observance or performance of the covenants and conditions on the part of the incoming licensee contained in any other Crown Forestry Licence granted under the Act;

5.2.4 The Licensee pays to the Crown all costs incurred by the Crown (whether or not the proposed assignment or transfer proceeds to completion) including the Crown's administrative and other expenses and legal costs of and incidental to the application for consent;

5.2.5 The Licensee procures the execution by the incoming licensee of a covenant with the Crown that the incoming licensee will at all times during the continuance of the term duly pay the licence fee at the times and in the manner herein provided and observe and perform all the covenants and conditions herein contained on the part of the Licensee to be observed and performed, but without releasing the Licensee for a period of five (5)

years from the date the Crown grants its consent to the transfer or assignment from the Licensee's obligations during that period to pay the licence fee and observe and perform the other covenants and conditions on the part of the Licensee herein contained or implied, and such covenant shall make provision for a like covenant in the event of any subsequent transfer or assignment;

5.2.6 The Licensee and the incoming licensee comply with the Crown's requirements in relation to the documenting stamping and registration of the intended assignment or transfer, such documenting stamping and registration to be at the cost in all respects of the Licensee;

5.2.7 The Licensee procures in favour of the Crown such guarantees as may be reasonably required by the Crown in a form acceptable to the Crown of the obligations and covenants of the incoming licensee under the assignment or transfer and the costs of preparation and execution of such guarantee shall be paid by the Licensee.

5.3 Partial Assignment (By Way of Partial Surrender of Licence and Grant of New Licence) Permitted Subject to Conditions

In the event that the Licensee wishes to assign or transfer this Licence in respect of part of the Land it shall not do so without first obtaining the written consent of the Crown thereto which shall not be unreasonably or arbitrarily withheld provided that the Crown shall be entitled to withhold its consent in any case where the conditions listed in Clause 5.4 have not been satisfied.

5.4 Conditions for Partial Assignment

The conditions referred to in Clause 5.3 are as follows:

5.4.1 The conditions set out in Clause 5.2 (except Clause 5.2.1 and Clause 5.2.5) shall apply subject to any consequential modifications to reflect the fact that the proposed assignment or transfer relates to part of and not the whole of the Land;

5.4.2 The Licensee executes a partial surrender and variation of this Licence releasing the part of the Land to be the subject of the new licence referred to in Clause 5.4.4 for this Licence and varying this Licence by making all necessary consequential amendments to reflect any necessary proportionate adjustment in the amount of the licence fee payable, the change in the description of the Land, the variation in the areas of the Land that are subject to the protective covenants, public access easements and other restrictions specified in Sections 6 through 8 hereof and such other changes as the Crown considers necessary;

5.4.3 The Licensee enters into in favour of the Crown a guarantee in a form acceptable to the Crown of the obligations and covenants of the new licensee under the new licence

referred to in Clause 5.4.4 for a period of five (5) years from the date of commencement of the term of such new licence;

5.4.4 The Licensee procures the execution by the new licensee of a new licence over the part of the Land proposed to be surrendered under this Licence on the same covenants and conditions contained in this Licence subject to all necessary consequential amendments of the kind referred to in Clause 5.4.2; and

5.4.5 The Licensee pays to the Crown (in addition to the costs referred to in Clause 5.2.4) all costs, charges and expenses (including survey costs, subdivisional expenses, levies and legal costs) which the Crown may reasonably incur in preparing, completing, stamping and registering the partial surrender and variation of this Licence and the new licence or licences.

5.5 Change of Control of Licensee

If the Licensee or its holding company is a limited liability company which is not listed on any stock exchange then:

5.5.1 Any change or rearrangement in the beneficial ownership of the principal shareholding of the Licensee or its holding company; or

5.5.2 Any alteration in the Memorandum or Articles of Association of the Licensee or its holding company

which in either case has the effect of altering the effective control of the Licensee shall be deemed a proposed total assignment hereunder and shall require the consent of the Crown accordingly under Clause 5.1.

5.6 Default of Incoming or New Licensee

In the event that this Licence is assigned in whole or in part, the Crown agrees for the benefit of any person who continues to be liable to the Crown under Clause 5.2.5 or Clause 5.4.3 during the respective five (5) year periods specified therein:

5.6.1 That it will give to such person copies of any notices that the Crown gives to the incoming or new licensee under Section 12 hereof at the same time as any such notices are given; and

5.6.2 The Crown will not exercise any of the remedies conferred upon it by Clause 12.1.6 without first giving to such person 14 days' notice of its intention to exercise any of such remedies to enable such person, if it so elects, to take steps to remedy the alleged default within that period.

5.7 Sublicences of Part Permitted

The Licensee may, without the consent of the Crown, sublicence any part or parts of the Land less than the whole but without releasing the Licensee from the Licensee's obligations to pay the licence fee and observe and perform the covenants and conditions on the part of the Licensee herein contained or implied.

5.8 Mortgages or Charges of Whole Licence Permitted

The Licensee may, without the consent of the Crown, mortgage or charge the whole of its interest under this Licence and it shall not be necessary for any notice of any such mortgage or charge to be given by the Licensee to the Crown but any sale or assignment or transfer upon default under such mortgage or charge shall be deemed a proposed total assignment hereunder and shall require the consent of the Crown but it is hereby agreed that such consent shall not be refused or withheld by the Crown where the conditions listed in Clause 5.2 (other than the conditions in Clause 5.2.2) have been satisfied.

5.9 Consequences if Notice of Mortgage or Charge Given

In the event that written notice of any mortgage or charge referred to in Clause 5.8 including the name and address of the holder of such mortgage or charge (*the holder*) is given to the Crown by either the Licensee or the holder, the Crown agrees for the benefit of the holder:

5.9.1 That it will give to the holder copies of any notices that the Crown gives to the Licensee under Section 12 hereof at the same time as any such notices are given to the Licensee; and

5.9.2 The Crown will not exercise any of the remedies conferred upon it by Clause 12.1.6 without first giving to the holder 14 days' notice of its intention to exercise any of such remedies to enable the holder, if it so elects, to take steps to remedy the alleged default within that period.

SECTION 6 : PROTECTIVE COVENANTS AND PUBLIC ACCESS EASEMENTS, PUBLIC ENTRY AND WAHI TAPU

6.1 Protective Covenants and Public Access Easements

The Crown and the Licensee agree and acknowledge that:

6.1.1 All or part or parts of the Land are areas subject to protective covenants the nature and terms of which are specified in Appendix A and which form part of this Licence;

6.1.2 Part or parts of the Land are subject to public access easements as defined in Appendix B and which form part of this Licence;

6.1.3 Such protective covenants and public access easements were deemed to have been created upon execution of the Original Licence and are thenceforth binding on the Crown and the Licensee; and

6.1.4 The Crown and the Licensee will at all times during the term of this Licence observe perform and fulfil the terms of every protective covenant and public access easement.

6.2 Public Entry

[Intentionally left blank];

6.3 Wahi Tapu

[Intentionally left blank];

6.4 Protection of Human Bones and Artifacts

If the Licensee discovers any human bones or Maori artifact on the Land then the Licensee shall forthwith consult with the Crown and shall comply with the directions of the Crown for the re-internment of such bones or disposal of such artifact as the case may be. Pending compliance with such directions, the Licensee shall treat the bones or Maori artifact with respect and shall make proper provision for their protection and preservation.

SECTION 7: SPECIAL MANAGEMENT RESTRICTIONS

The Licensee will at all times during the term of this Licence comply with and be bound by the special management restrictions set out in Appendix C.

SECTION 8: EXISTING RIGHTS

- 8.1 The parties hereto acknowledge that this Licence to enter upon and use the Land is subject to such existing rights over the Land as are summarised in Appendix D.
- 8.2 The Licensee will during the term of this Licence observe perform and fulfil the terms conditions rights and obligations of every such existing right.

SECTION 9: SURVEY AND ASSOCIATED MATTERS

[Intentionally left blank];

SECTION 10: MARGINAL STRIPS

[Intentionally left blank];

SECTION 11: GENERAL OBLIGATIONS OF LICENSEE

11.1 Indemnity

The Licensee shall at all times indemnify and save harmless the Crown from and against:

1.1.1 Any and all actions claims demands awards and proceedings of every nature and kind made, brought or prosecuted against the Crown; and

11.1.2 Any and all loss damage cost or expense suffered or incurred by the Crown

which are based upon, or arise out of or are connected with any act omission neglect breach or default on the part of the Licensee and any visitors or licensees of the Licensee other than any persons who have entered and used the Land for any of the purposes referred to in Clause 16.4.

11.2 Compliance Costs

All costs and expenses of whatsoever nature suffered or incurred by the Crown in performing and observing any obligations or requirements for which the Licensee is liable shall upon demand forthwith be paid by the Licensee to the Crown as if such moneys were licence fee in arrears and in respect of which Clause 4.9 and the provisions of Section 12 shall apply.

11.3 Public Risk Insurance by Licensee

The Licensee shall:

11.3.1 Keep current at all times from the date of commencement of the term of this Licence a policy of public risk insurance applicable to the Land and the operations carried on therein suitably endorsed where the indemnity under such policy is extended to include claims arising out of or in connection with this Licence for an amount not less than prudent land management would require in the particular circumstances; and

11.3.2 Provide the Crown each year with details or a copy of such policy and a certificate of currency at the same time when the licence fee is paid under Clause 4.1.1.

11.4 Fencing

The Licensee agrees that the Crown will not be responsible for the erection, repair and maintenance of any dividing fence between the Land and any adjoining land (whether owned or occupied by the Crown or not) and that the Licensee will not call upon the Crown to erect, repair or maintain or contribute towards the cost of erection, repair or maintenance of any such dividing fence PROVIDED THAT where the Crown is owner of the adjoining land and where the Crown requires a dividing fence between the Land and such adjoining land then the obligations of the Licensee shall be limited to payment of the cost of compliance with the obligations of an occupier under the Fencing Act 1978.

11.5 Licensee to Supply Information

[Intentionally left blank];

11.6 Information to be Kept Confidential

[Intentionally left blank];

11.7 Access Across the Land by the Crown

The Licensee acknowledges that the Crown shall at all reasonable times during the term of this Licence be entitled to enter and cross the Land for the purpose of gaining access to any adjacent lands owned by the Crown as at the commencement of the Original Licence. Such access shall be restricted to such part or parts of the Land as may be agreed upon in writing by the Crown and the Licensee and shall, unless the Licensee permits otherwise, be limited to foot, horseback or light vehicles. The Licensee shall have the discretion to control such access for reasons relating to safety of individuals or for the protection of the Trees, buildings, plant, equipment and related items.

SECTION 12: DEFAULT BY LICENSEE**12.1 Default by Licensee**

In the event that:

- 12.1.1 Any licence fee or other moneys payable by the Licensee are in arrears for twenty-eight (28) days after the same shall have become due or demanded, whichever is the later; or
- 12.1.2 The Licensee defaults in the performance or observance of any of the covenants or conditions herein contained and the Crown gives a notice to the Licensee specifying particulars of the alleged default and requiring the Licensee to remedy the same and, if the alleged default is of a continuing nature arising from any continuing series of acts of the Licensee, the Licensee fails to cease such acts forthwith upon receipt of such notice or, in any other case, the alleged default has not been remedied within 28 days after the notice has been given, unless in any other such case on or before the expiration of such 28 day period the Licensee is able to demonstrate that the Licensee has bona fide taken all necessary steps to remedy the alleged default and that as a result of such steps the alleged default will be remedied within a reasonable period acceptable to the Crown PROVIDED HOWEVER that in the event that the alleged default relates to a protective covenant or public access easement referred to in Clause 6.1 then all references in this Clause 12.1.2 to the Crown shall be deemed to be references to Her Majesty the Queen and to not include the Proprietors; or

-
- 12.1.3 The Licensee (not being a company) is declared bankrupt or insolvent according to law or assigns the Licensee's property to a trustee or enters into a deed of arrangement for the benefit of creditors; or
- 12.1.4 The Licensee being a company either:
- 12.1.4.1 Goes into liquidation (other than voluntary liquidation for the purposes of reconstruction or amalgamation approved in writing by the Crown which approval shall not be unreasonably or arbitrarily withheld); or
 - 12.1.4.2 Is wound up or dissolved; or
 - 12.1.4.3 Enters into a scheme of arrangements with its creditors or any class thereof; or
 - 12.1.4.4 A receiver or manager is appointed of any of the assets of the Licensee or the Guarantor if any or any parent company of the Licensee

then notwithstanding any prior waiver or failure to take action by the Crown or indulgence granted by the Crown to the Licensee in respect of any such matter or default whether past or continuing it shall be lawful for the Crown or any other person duly authorised by it to:

- 12.1.5 In the case of a default of any of the protective covenants and public access easements and the other restrictions specified in Sections 6 through 8 hereof (unless such default in the opinion of the Crown constitutes a substantial breach of such a nature that is incapable of remedy within a reasonable time) enter upon the Land or any part thereof but without determining this Licence and take steps to remedy the default by exercising its powers under Clause 12.3 all without prejudice to any other remedies (except determination or forfeiture of this Licence) that the Crown may be entitled to pursue arising from such default PROVIDED HOWEVER that in the event that the default relates to a protective covenant or public access easement referred to in Clause 6.1 then all references in this Clause 12.1.5 to the Crown shall be deemed to be references to Her Majesty the Queen and to not include the Proprietors;
- 12.1.6 In the case of any other matter or default, but subject always to Clauses 5.6, 5.9 and 12.2 hereof, the Crown may re-enter upon the Land or any part thereof in the name of the whole and thereby determine this Licence and thereupon remove or otherwise deal with all goods fittings fixtures and effects found on the Land (but excluding the Trees and any Improvements) without releasing the Licensee from

any liability in respect of the breach or non observance of any covenant or condition of this Licence.

12.2 Restrictions of Re-entry and Determination of Licence

The right of re-entry and determination of this Licence under Clause 12.1.6 for a breach of any covenant or condition or agreement in this Licence shall not be enforceable by action or otherwise or without action unless and until:

12.2.1 The Crown serves on the following persons:

12.2.1.1 The Licensee;

12.2.1.2 The Guarantor (if any);

12.2.1.3 The persons entitled under Clauses 5.6 or 5.9 to receive copies of any notices that the Crown gives to the Licensee under Section 12 hereof; and

12.2.1.4 Any person who has given to the Crown written notice of any interest that such person has or has acquired or claims to have or claims to have acquired in any Trees or Improvements, provided that such notice includes the name and address of such person

a notice specifying the particular breach complained of, and, if the breach is capable of remedy, requiring the Licensee to remedy the breach, and in any case requiring the Licensee to make reasonable compensation in money for the breach; and

12.2.2 The Licensee fails within a period of 28 days thereafter (or within such longer period as the Crown shall approve) to remedy the breach, if it is capable of remedy, and to make reasonable compensation therefor in money to the satisfaction of the Crown. Any 28 day notice served under Clause 12.2.1 on the persons therein referred to shall be in lieu of the 14 day notice otherwise required under Clauses 5.6 or 5.9.

12.3 Crown May Remedy Licensee's Default

If the Licensee:

12.3.1 Defaults in the performance or observance of any of the covenants or conditions herein contained; and

12.3.2 The Crown has given to the Licensee the notice specified in Clause 12.1.2 hereof; and

- 12.3.3 The Licensee has not ceased the acts complained of or remedied the alleged breach in the manner and within the period specified in Clause 12.1.2

then the Crown may elect to remedy without further notice the default by the Licensee under this Licence and whenever the Crown so elects all costs interests penalties and expenses incurred by the Crown (including legal costs and expenses) in remedying such default shall be paid by the Licensee to the Crown forthwith on demand.

SECTION 13: MISCELLANEOUS

13.1 Licensee to Pay Crown's Costs

In addition to the licence fee and other moneys reserved by this Licence the Licensee will pay:

- 13.1.1 The Crown's reasonable legal costs in preparing and completing any documentation evidencing any extension review or variation of this Licence (including any stamp duty) except in the case of documentation resulting from implementing any recommendations of the Waitangi Tribunal; and
- 13.1.2 All costs charges and expenses which the Crown may reasonably incur (including without limiting the foregoing legal costs on a solicitor/client basis) in consequence of or in connection with any breach or default by the Licensee in the performance or observance of any of the covenants and conditions of this Licence.

13.2 Notices

Any notice or other document required to be given delivered or served under this Licence may be given delivered or served:

- 13.2.1 In any manner mentioned in section 353 of the Property Law Act 2007; or
- 13.2.2 By registered post addressed to the registered office or principal place of business of the party intended to be served;
- 13.2.3 By means of facsimile machine where such a facility is connected at the registered office or principal place of business of the party being served

and any notice or other document shall when given or served by the methods mentioned in Clauses 13.2.2 or 13.2.3 be deemed to be given or served and received by the other party two (2) working days after the date of posting and one (1) working day after transmission in the case of facsimile machine and in the case of any notice or document required to be served or given by the Crown to the Licensee the same may be signed on behalf of the Crown by any attorney officer employee servant or agent authorised by the Crown from time to time.

13.3 Governing Law

This Licence shall be construed, interpreted and the rights and obligations of the Crown and the Licensee shall be determined in accordance with the laws of New Zealand.

13.4 Jurisdiction

The Crown and the Licensee each agree to submit to the jurisdiction of the courts of New Zealand and any court empowered to hear appeals therefrom.

13.5 Dispute Procedures

Should any dispute arise between the parties touching any matter under this Licence, except as otherwise provided in Clauses 4.4, 4.7.6 and 16.7.11, then such dispute shall be defined by written notice by the party raising it to the other party and shall forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably. If such discussion between the parties fails to produce any agreement, the matter in dispute may, if the parties so agree, be referred to arbitration in accordance with the Arbitration Act 1996. The arbitration shall be by one arbitrator to be agreed by the parties, and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration shall be final and binding on the parties.

PART II

SECTION 14: RECOMMENDATIONS BY THE WAITANGI TRIBUNAL

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PART IIA: TERMINATION PERIOD PROVISIONS THAT APPLY ONLY WHEN ALL LAND MADE NOT LIABLE TO BE RETURNED TO MAORI OWNERSHIP

SECTION 15: EFFECT OF RECOMMENDATIONS

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PART IIB: TERMINATION PERIOD PROVISIONS THAT APPLY WHEN RECOMMENDATION MADE FOR RETURN OF ALL THE LAND TO MAORI

SECTION 16: EFFECT OF RECOMMENDATION BEING MADE FOR RETURN OF ALL THE LAND TO MAORI

16.1 Crown to Give Termination Notice

Pursuant to section 104(3) of the Settlement Act, the Crown gave the Licensee a 35 year Termination Notice with respect to the Land in the form required by clause 17.1 of the Original Licence.

16.2 Effect of Termination Notice

If the 35 year termination notice pursuant to Clause 16.1 is given:

16.2.1 During the initial fixed term referred to in Section 3, then the year to year automatic extension of this Licence shall not apply to the Land from the 30th day of September next after the end of that term and this Licence shall terminate at the expiration of a period of 35 years commencing on that 30th day of September; or

16.2.2 After the expiration of such initial fixed term, or if this Licence does not comprise such initial fixed term, then the year to year automatic extension of this Licence shall cease to apply to the Land from the 30th day of September next after the date on which such 35 year termination notice is given and this Licence shall terminate at the expiration of a period of 35 years commencing on such 30th day of September.

16.3 Substitution of "the Proprietors" for "the Crown"

From and after the date that the Land has been returned by the Crown to Maori ownership pursuant to section 36 of the Act:

16.3.1 The Proprietors shall become the licensor hereunder and all references to *the Crown* or *the Crown's* in Clauses 1.3, 6.1.3, 6.1.4 and 6.4 and Sections 2, 4, 5, 11 (excluding Clauses 11.5 and 11.6), 12 and 13 shall be replaced by references to *the Proprietors* or *the Proprietors'* as the case may be and the Licence shall thenceforth be read and construed accordingly;

16.3.2 If the Proprietors hold the Land as trustees of any trust for the beneficial owners then it is acknowledged that, notwithstanding anything herein contained or implied, the liability of such Proprietors hereunder shall be limited to the assets of that trust which are or but for any breach of trust would be in their hands or under their control as trustees thereof.

16.4 Traditional Entry Rights of the Proprietors

From and after the date referred to in Clause 16.3, the Licensee shall be deemed to have acknowledged that the Proprietors, and if they are trustees the beneficial owners, and their respective spouses and descendants, but not any servants or agents of the Proprietors shall be entitled to enter and use the Land for cultural purposes including (but not limited to) any of the following purposes:

16.4.1 Preserving and safeguarding the graves of Maori people; or

16.4.2 Collecting traditional medicines and foods; or

16.4.3 Fishing, hunting or trapping; or

16.4.4 Other recreational purposes

Provided that the Licensee shall have the discretion to control such entry and use for reasons relating to the safety of persons entitled to enter the Land or of those working on the Land or for the protection of the Trees, buildings, plant, equipment and related items.

16.5 Protection, Management, Harvesting and Processing Existing Tree Crops

During the 35 year termination period the rights of the Licensee in respect of the Land shall be restricted to using the Land to exercise only such rights that are necessary to enable the Licensee in accordance with accepted forestry practice to protect, manage, harvest and process the Trees growing standing or lying on the Land at the commencement of such 35 year termination period.

16.6 Compulsory Planting of Trees

In the event that at any time or times during the 35 year termination period, the Licensee is required by any Authority or by the covenants or conditions of this Licence to plant or replant trees on the Land (whether following the felling of any Trees or not) then IT IS AGREED that notwithstanding any provision in this Licence to the contrary it will be the responsibility of

the Proprietors (unless otherwise agreed by the Proprietors and the Licensee or unless Clause 16.6.1 applies) at their cost to carry out and complete any such planting or replanting to comply with the requirements of such Authority or the covenants or conditions of this Licence Provided that:

- 16.6.1 If any planting or replanting is made necessary as a consequence of a breach by the Licensee of any requirement of any Authority or of any covenant or condition of this Licence then such planting or replanting shall be the responsibility and at the cost of the Licensee;
- 16.6.2 Any Trees so planted or replanted and the produce therefrom shall be the property of the Proprietors;
- 16.6.3 Wherever practicable the part of the Land on which such planting or replanting takes place shall become or form part of the area of the Land to be returned in accordance with Clause 16.7; and
- 16.6.4 If it is not practicable to return that part of the Land then until it becomes so practicable the Proprietors shall be entitled to access to such planted or replanted area.

16.7 Return Provisions

The following provisions shall apply to any part or parts of the Land (hereinafter in this Clause 16.7 called *the Return Areas*) which either at the commencement of or during the 35 year termination period are or become not required by the Licensee to protect manage harvest and process in accordance with accepted forestry practice the Trees growing standing or lying on the Land at the commencement of the 35 year termination period:

- 16.7.1 The Licensee shall with effect from the commencement of the 35 year termination period surrender and yield up to the Proprietor use of those parts of the Land that are Return Areas at that time;
- 16.7.2 After the commencement of the 35 year termination period, the Licensee shall surrender and yield up to the Proprietor use of those parts of the Land as and when they become Return Areas;
- 16.7.3 Before the use of any Return Areas is so surrendered, the Licensee shall give notice to the Proprietors in the form and containing the particulars specified in the Second Schedule hereto. In the case of any Return Areas to be returned under Clause 16.7.2 such notice shall be given by the Licensee at least six (6) calendar months prior to the date specified in the notice (*the Return Date*). In the case of any Return Area to be returned under Clause 16.7.1 the Return Date must be the date of commencement of the 35 year termination period;

-
- 16.7.4 Prior to the Return Date specified in the notice, unless otherwise agreed by the Proprietors, the Licensee shall, in accordance with prudent forestry management practices, remove and dispose of slash and debris from felling and logging operations required to make the Return Areas suitable for re-establishment of forests;
- 16.7.5 On or before the Return Date, the Licensee shall be entitled to remove from the Return Areas such buildings and other structures as are capable of removal (the Licensee making good at its expense the sites upon which the same stood) but all Trees and other Improvements then remaining (including without limitation roads, tracks, boundary fences, bridges and culverts) shall vest in and become the property of the Proprietors free from any payment or compensation whatever;
- 16.7.6 Subject to Clauses 16.7.7 through 16.7.11 this Licence shall from and after the Return Date cease to apply to the Return Areas and any necessary proportionate adjustment will be made to the amount of the licence fee, rates, taxes and assessments payable by the Licensee in respect of the Return Areas;
- 16.7.7 The Proprietors and the Licensee shall execute any partial surrender of this Licence as may be required to record and evidence the fact that this Licence has ceased to apply to the Return Areas provided that any rights over the Return Areas that the Licensee may reasonably need in accordance with accepted forestry business practice to enable the Licensee to continue to exercise its rights under this Licence over the balance of the Land remaining subject to this Licence have been created or reserved in manner provided in Clause 16.7.8;
- 16.7.8 If the notice specifies any such rights then prior to surrender of the use of the Return Areas and the execution and delivery of any partial surrender by the Licensee, the Proprietors and the Licensee will enter into and execute such documentation (whether by way of easement, restrictive covenant or deed of covenant) that will be necessary to create or reserve such rights and to assure to the Licensee the continuing benefits under this Licence in respect of the balance of the Land;
- 16.7.9 Where part of the Land is to be returned under this Clause 16.7 it is acknowledged that a formal agreement may be necessary during the remainder of the 35 year termination period for the interests of the Proprietors and the Licensee to be protected for their mutual benefit and advantage including (without limitation) the shared use as appropriate of roading and other facilities, rights of access, the sharing of outgoings and of the cost of maintenance of Improvements in shared use and the procedures and steps necessary to ensure continuing protection against fire, pests, disease and other hazards;

- 16.7.10 The matters of mutual interest referred to in Clause 16.7.9 shall be subject to prior consultation and negotiation between the Proprietors and the Licensee for the purposes of reaching agreement on matters of common interest between owners or occupiers of adjoining land for the benefit of both parties and their successors;
- 16.7.11 In the event that any dispute arises between the parties on any of the matters set out in this Clause 16.7 then the resolution of such dispute shall be settled in accordance with the provisions of Clause 16.9.

16.8 Expiry of 35 Year Termination Period

If upon the expiration of the 35 year termination period the Land or any part thereof has not been previously returned to the Proprietors in accordance with the foregoing provisions of this Licence:

- 16.8.1 The Licensee will surrender and yield up to the Proprietors use of the Land or such part thereof as has not been previously returned to the Proprietors; and
- 16.8.2 Unless otherwise agreed by the Proprietors, the Licensee shall, in accordance with prudent forestry management practices in respect of any part of the Land that has been clearfelled, remove and dispose of slash and debris from felling and logging operations required to make such part of the Land suitable for the re-establishment of forests; and
- 16.8.3 On or before the expiration of the 35 year termination period the Licensee shall be entitled to remove from the Land such buildings and other structures as are capable of removal (the Licensee making good at its expense the sites upon which the same stood) but all Trees and other Improvements then remaining (including without limitation roads, tracks, boundary fences, bridges and culverts) shall vest in and become the property of the Proprietors free from any payment or compensation whatever.

16.9 Dispute Procedures

Should any dispute arise between the parties touching any matter under Clause 16.7 (or under any other clauses which provide for disputes to be resolved under this Clause 16.9), any such dispute shall be defined by written notice by the party raising it to the other party and shall forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably. If such discussion between the parties fails to produce any agreement, the matter in dispute shall be referred to arbitration in accordance with the Arbitration Act 1996. The arbitration shall be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration. The arbitration shall be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New

**PART IIC: TERMINATION PERIOD PROVISIONS THAT WILL APPLY IF PART
OF LAND RETURNED TO MAORI**

**SECTION 17: EFFECT OF RECOMMENDATION BEING MADE FOR RETURN
OF PART OF LAND TO MAORI**

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ACCEPTANCE BY LICENSEE

The Licensee **ACCEPTS** this Licence to enter upon and use the Land subject to the covenants and conditions herein contained.

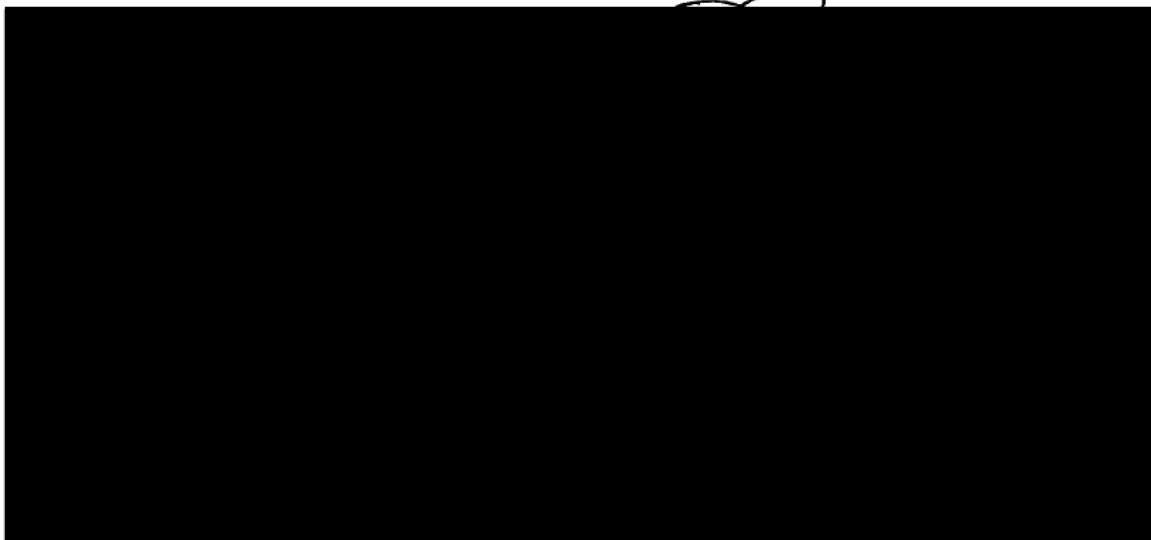
DATED this 30th day of March 2022

ATTESTATION

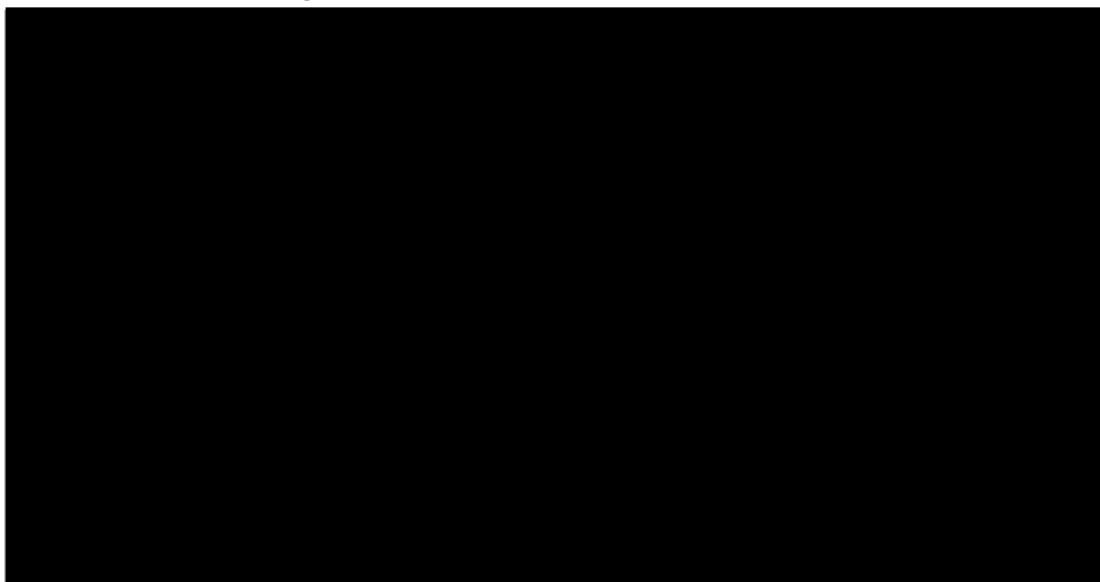
SIGNED for and on behalf of)
HER MAJESTY THE QUEEN by)
KATHRYN LOUISE MANSELL)
pursuant to a)
delegation from the Minister)
for State Owned Enterprises)
under Section 10 of the Crown)
Forest Assets Act 1989; and)
pursuant to a delegation from)
the Minister of Finance under)
Section 10 of the Crown)
Forests Act 1989 in the)
presence of:)



Matariki Forests North Island Limited
as Licensee by, and in the presence of:



Matariki Forests North Island Limited
as Licensee by, and in the presence of:



FIRST SCHEDULE: IMPROVEMENTS AT COMMENCEMENT OF LICENCE**PART A: GENERAL DESCRIPTION OF IMPROVEMENTS**

The Improvements acquired by the Licensee from Her Majesty the Queen pursuant to section 11(1) of the Act at the date of commencement of this Licence being all improvements on, or associated with, the Land and including:

- (i) All those buildings described in Part B of this First Schedule, but excluding those buildings described in Part C of this First Schedule, and all other structures affixed to the Land (but excluding any moveable huts or caravans used by and belonging to contractors working in the forest); and
- (ii) All roads, tracks, accessways, airstrips, firebreaks, bridges, culverts, irrigation works, erosion works, water-races, drainage works, water storage and all works related to the prevention, detection or fighting of fire

but excluding work done on or for the benefit of the Land by any owner or occupier thereof whether before or after the date of commencement of this Licence in:

- (a) The draining, excavation, filling, reclamation or stabilising of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling, reclamation or stabilising; or
- (b) The grading or levelling of the Land or the removal of rocks, stone, sand or soil therefrom; or
- (c) The removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
- (d) The alteration of soil fertility or the structure of the soil; or
- (e) The arresting or elimination of erosion or flooding

and also excluding any improvements such as fences, water tanks and related items which have been placed on the Land by holders of grazing or similar licences where such holder is entitled, in accordance with the terms of their licence, to remove such improvements at the expiration thereof.

PART B: BUILDINGS SITUATED ON THE LAND AND ACQUIRED BY THE LICENSEE

There were no buildings situated on the Land at the commencement of the Original Licence that were acquired by the Licensee that are still retained by the Licensee.

PART C: BUILDINGS SITUATED ON THE LAND BUT NOT ACQUIRED BY THE LICENSEE

There were no buildings situated on the Land at the commencement of the Original Licence that were not acquired by the Licensee.

SECOND SCHEDULE: FORMS OF TERMINATION NOTICE AND RETURN NOTICE

To: [Insert name and address of Proprietors] (*the Proprietors*)

[] being the Licensee under the Crown Forestry Licence dated the day of 20 [Registered No] from Her Majesty the Queen (*the Crown*) to the Licensee over the land therein described (*the Land*) HEREBY GIVES NOTICE pursuant to Clause 16.7.3 of the Licence that:

- 1 The part or parts of the Land described in the First Schedule to this Notice will from the day of [2] (*the Return Date*) no longer be required by the Licensee to protect, manage, harvest or process the Trees that were growing standing or lying on such Land at the commencement of the 35 year termination period determined in accordance with the terms of the Licence and will consequently become a Return Area under the Licence.
- 2 Prior to the Return Date the Licensee intends to remove from the Return Area the buildings and other structures set out in the Second Schedule to this Notice.
- 3 Following the Return Date, the Licensee will require the rights over the Return Area set out in the Third Schedule to this Notice to enable the Licensee to continue to exercise its rights under the Licence over the balance of the Land.
- 4 You will be contacted shortly to discuss the above and any matters of mutual interest as described in Clause 16.7.9 of the Licence.

Dated this day of [2].

SIGNED for and on behalf)
of [Name of Licensee] in the)
presence of:)

FIRST SCHEDULE: DESCRIPTION OF LAND TO BE RETURNED

SECOND SCHEDULE: IMPROVEMENTS TO BE REMOVED

THIRD SCHEDULE: RIGHTS REQUIRED OVER RETURN AREA

APPENDIX A: PROTECTIVE COVENANTS

The following protective covenants form part of this Licence and are included in this Appendix A:

Protective Covenant No.	Kind of Covenant
1	Covenant for the protection of archaeological sites and sites having historical or spiritual or emotional or cultural significance
2	Covenant relating to forest research areas

RIVERHEAD FOREST

PROTECTIVE COVENANT NO. 1

A CREATION OF COVENANT

This covenant was created by the execution of the Crown forestry licence between Her Majesty the Queen in right of New Zealand acting by the Minister for State-Owned Enterprises and the Minister of Finance pursuant to section 14 of the Crown Forest Assets Act 1989 and Carter Holt Harvey Riverhead Forest Limited commencing on 31st day of October 1990 in respect of that land being 3808.4750 hectares, more or less, situated in the Land District of North Auckland, being Lot 1 DP 138518, Lot 2 DP 138519, Lot 1 DP 138520, and Lots 1 and 2 DP 138521.

B KIND OF COVENANT

Covenant for the protection of archaeological sites and sites having historical or spiritual or emotional or cultural significance as specified in section 18(1)(b) and (c) of the Act.

C DESCRIPTION OF LAND SUBJECT TO THIS COVENANT

The whole of the Land defined in Section A.

D NATURE OF THIS COVENANT

- 1 The purpose of this covenant is to protect all archaeological sites and all sites having historical or spiritual or emotional or cultural significance which are located on the Land. The protection provided is to be consistent with the requirements of the Historic Places Act 1980.
- 2 Known Archaeological Sites, Traditional Sites, Historic Areas and Historic Places on the Land at the creation of this covenant are set out in the Schedule.

E TERMS AND CONDITIONS OF THIS COVENANT

The terms and conditions of this covenant determined in accordance with section 18(4) of the Act are as follows:

1 Definitions

In this covenant the following terms shall have the meanings attached to them in this Clause 1:

- 1.1 *the Act* means the Crown Forest Assets Act 1989;

1.2 *Archaeological Site, Historic Place, Historic Area and Traditional Site* have the same meaning as that attached to them in the Historic Places Act 1980;

1.3 *the Crown* means Her Majesty the Queen in right of New Zealand;

1.4 *the Land* means the Land defined in Section A;

1.5 *the Occupier* means the occupier of the Land, whether or not the Occupier is the owner of the Land and includes:

1.5.1 The licensee of any Crown forestry licence granted over the Land;

1.5.2 The executors, administrators, successors, assigns, licensees, servants, agents, contractors, visitors and any other person on the Land with the express or implied consent of the occupier;

1.6 *the Trust* means the New Zealand Historic Places Trust constituted under the Historic Places Act 1980 or its successor.

2 Construction

2.1 In this covenant, unless the context otherwise requires, any reference to Sections, Clauses or the Schedule are references to sections, clauses or the schedule of this covenant.

2.2 Any headings in this covenant have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of this covenant.

3 Duration of Covenant

3.1 This covenant shall, to the extent permitted by law, continue to apply in respect of the Land notwithstanding the termination of the Crown forestry licence referred to in Section A and notwithstanding that upon such termination the terms and conditions of this covenant may cease to apply to the licensee under the said Crown forestry licence.

3.2 This covenant may only be varied or cancelled in accordance with sections 21 or 23 of the Act.

4 Compliance with Historic Places Act

The Occupier shall, at all times, observe the requirements of the Historic Places Act 1980 in relation to any Archaeological Site, Historic Place, Historic Area or Traditional Site and shall also cause such requirements to be observed by any licensee, servant, agent, contractor or visitor of the Occupier. In particular:

4.1 No known Archaeological Site or Historic Place on the Land may be destroyed, damaged or modified without first obtaining the approval of the Crown which

approval shall be deemed to have been given on the delivery by the Occupier to the Crown of a letter from the Trust consenting to such destruction or damage or modification taking place;

- 4.2 Where any previously unknown Archaeological Site, Historic Area or Historic Place is discovered as a result of any operations or activity on the Land any further disturbance of such site, area or place is to cease immediately and the Crown and the Trust are to be advised of the discovery. Any operations or activity on such site, area or place may only continue with the approval of the Crown which approval shall be deemed to have been given on the delivery by the Occupier to the Crown of a letter from the Trust stating that such operations or activity may continue;
- 4.3 The Occupier shall permit entry to the Land at all reasonable times to any officer or employee of the Trust or any person authorised by the Trust for the purposes of investigating Archaeological Sites, Traditional Sites, Historic Areas or Historic Places or for carrying out surveys to determine if such sites, areas or places exist. Such entry may be controlled by the Occupier for reasons relating to the safety of people on the Land or for the protection of trees, buildings, plant, equipment and related items on the Land.

5 Trees not to be Planted

- 5.1 The Occupier shall not, without the approval of the Crown, plant trees on any Archaeological Site, Traditional Site, Historic Area or Historic Place listed in the Schedule where trees were not already present on such site, area or place at the date of creation of this covenant.
- 5.2 Approval shall be deemed to have been given by the Crown for the purposes of Clause 5.1 upon the delivery by the Occupier to the Crown of a letter from the Trust stating that such planting, as specified in the letter may take place.

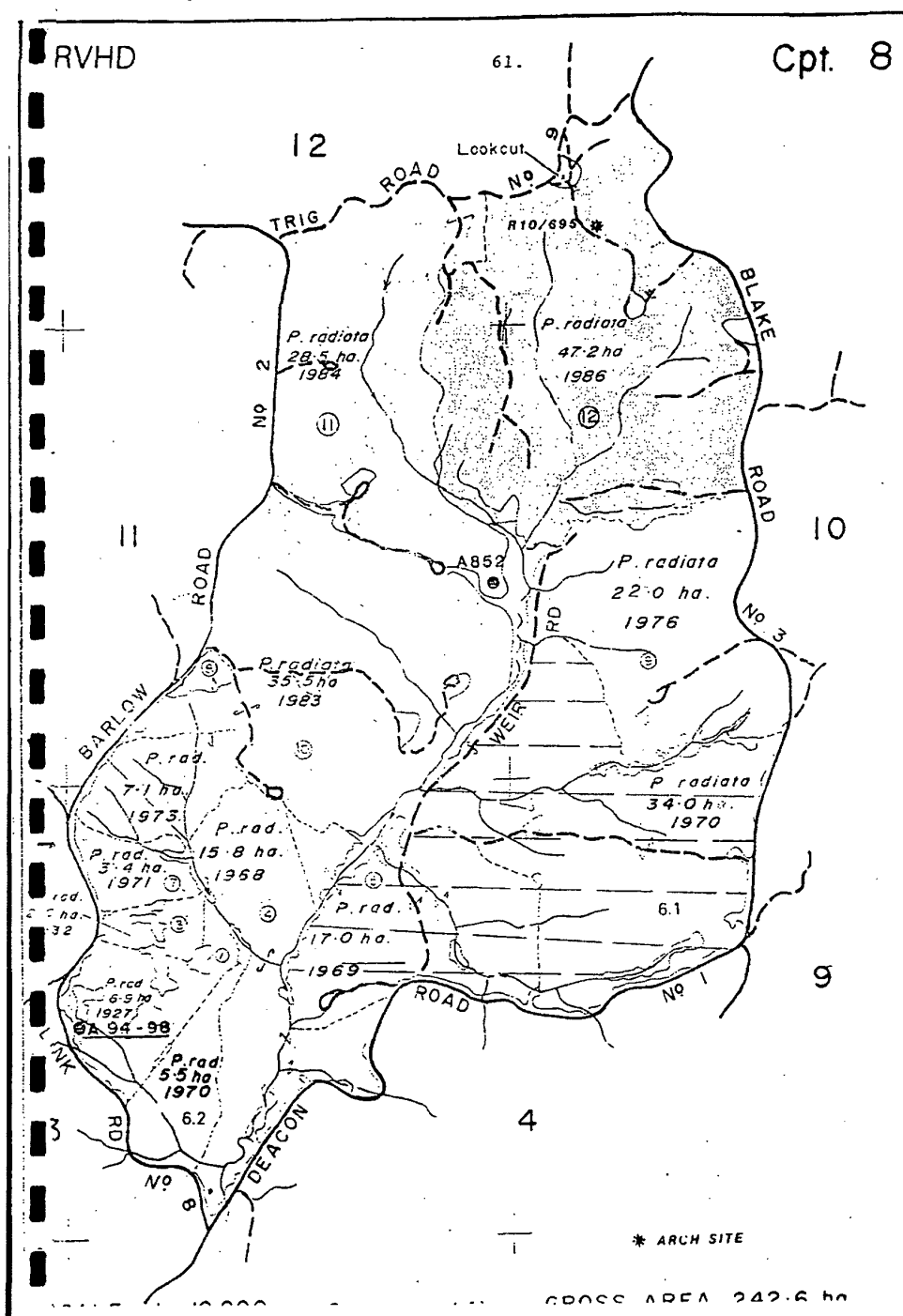
6 Heavy Machinery not to be Used

- 6.1 The Occupier shall not, without the approval of the Crown, use heavy machinery on any Archaeological Site, Traditional Site, Historic Area or Historic Place listed in the Schedule.
- 6.2 Approval shall be deemed to have been given by the Crown for the purposes of Clause 6.1 upon the delivery by the Occupier to the Crown of a letter from the Trust stating that such use of heavy machinery may take place.

SCHEDULE**KNOWN ARCHAEOLOGICAL SITES, TRADITIONAL SITES, HISTORIC AREAS AND HISTORIC PLACES**

The following are known Archaeological Sites, Traditional Sites, Historic Areas and Historic Places on the Land at the creation of this covenant. The location of each such site, area or place is indicated by the map co-ordinate references below and for better illustration shown on the attached maps and diagrams.

Site Reference	Map Co-ordinates		Compartment Number	Description
	Easting	Northing		
R10/695	E210800	N6496200	8	Midden



RIVERHEAD FOREST

PROTECTIVE COVENANT NO. 2

A. CREATION OF COVENANT

This covenant was created by the execution of the Crown forestry licence between Her Majesty the Queen in right of New Zealand acting by the Minister for State-Owned Enterprises and the Minister of Finance pursuant to section 14 of the Crown Forest Assets Act 1989 and Carter Holt Harvey Riverhead Forest Limited commencing on 31st day of October 1990 in respect of that land being 3808.4750 hectares, more or less, situated in the Land District of North Auckland, being Lot 1 DP 138518, Lot 2 DP 138519, Lot 1 DP 138520, and Lots 1 and 2 DP 138521.

B. KIND OF COVENANT

Covenant relating to forest research areas as specified in section 18(1)(e) of the Act.

C. DESCRIPTION OF LAND SUBJECT TO THIS PROTECTIVE COVENANT

The location and area of each Forest Research Area included in this covenant is set out in the Schedule.

The balance of the Land is subject to rights of access and other restrictions set out in the terms and conditions of this covenant contained in Section E.

D. NATURE OF THIS COVENANT

The purpose of this covenant is to protect long term forest research. The Forest Research Areas to which this covenant applies are detailed in the Schedule.

E. TERMS AND CONDITIONS OF THIS COVENANT

The terms and conditions of this covenant determined in accordance with section 18(6) of the Act are as follows:

1 Definitions

In this covenant the following terms shall have the meaning attached to them in this Clause 1:

1.1 *the Act* means the Crown Forest Assets Act 1989;

1.2 *the Controlling Organisation*, unless stated otherwise in the special conditions described in the Schedule, means The Director, Forest Research Institute, Private Bag, Rotorua, New Zealand and any successor. Where the context requires, the Controlling Organisation shall include the servants and agents of the Controlling Organisation;

1.3 *the Crown* means Her Majesty the Queen in right of New Zealand;

1.4 *Forest Research Area* means a forest research area set out in the Schedule;

1.5 *the Land* means the Land defined in Section A;

1.6 *the Occupier* means the occupier of the Land whether or not the Occupier is the owner of the Land and includes:

1.6.1 The Licensee of any Crown forestry licence granted over the Land;

1.6.2 The executors, administrators, successors, assigns, licensees, servants, agents, contractors, visitors and any other person on the Land with the express or implied consent of the Occupier.

2 Construction

2.1 In this covenant, unless the context otherwise requires, any reference to Sections or Clauses or the Schedule are references to sections or clauses or the schedule of this covenant.

2.2 Any headings in this covenant have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of this covenant.

3 Duration

3.1 This covenant shall, to the extent permitted by law, continue to apply in respect of the Land notwithstanding the termination of the Crown forestry licence referred to in Section A and notwithstanding that upon such termination the terms and conditions of this covenant may cease to apply to the licensee under the said Crown forestry licence.

3.2 This covenant, in respect of each Forest Research Area, shall commence from the creation of this covenant and shall, unless stated otherwise in the special conditions in the Schedule, cease to apply to each Forest Research Area upon such Forest Research Area being clearfelled.

3.3 Where this covenant has ceased to apply to every Forest Research Area this covenant shall cease to apply to the Land.

- 3.4 Except as provided elsewhere in this covenant, this covenant may only be varied or cancelled in accordance with sections 21 or 23 of the Act.

4 Controlling Organisation to have Access to the Land

The Occupier shall permit the Controlling Organisation of any Forest Research Area to enter and remain on the Land for the purpose of examining and measuring such Forest Research Area and to carry out any other operations in or on such Forest Research Area which are consistent with the purpose for which such Forest Research Area was established provided that:

- 4.1 The Controlling Organisation shall give reasonable prior notice to the Occupier of the Controlling Organisation's intention to enter the Land and of the reason for such entry;
- 4.2 The Controlling Organisation shall supply to the Occupier, free of charge, all data collected and data summarised from the Forest Research Area;
- 4.3 The Occupier has the discretion to control any such entry and use by the Controlling Organisation for reasons relating to the safety of people on the Land or for the protection of trees, buildings, plant, equipment and related items on the Land.

5 Occupier to Notify Controlling Organisation

The Occupier shall give the Controlling Organisation at least one month's notice in writing of any activity to be carried out in or likely to impact on any Forest Research Area so that the Controlling Organisation may undertake any necessary measurements or other operations in such Forest Research Area prior to the carrying out by the Occupier of such activity. The Occupier shall, where requested by the Controlling Organisation, supply to the Controlling Organisation, full details of all activities carried out in such Forest Research Area.

6 Restriction on Treatment

All silvicultural operations on any Forest Research Area shall only be undertaken by or under the control of the Controlling Organisation.

7 Ownership of Trees

The creation of this covenant does not confer on the Controlling Organisation any proprietary right to or interest in the merchantable stem of any trees on any Forest Research Area.

8 Special Conditions

The Occupier shall comply with any special conditions relating to a Forest Research Area which are set out in the Schedule, and where there is any conflict between the general

conditions in this Section E and the special conditions set out in the Schedule then the special conditions in the Schedule shall prevail.

SCHEDULE : FOREST RESEARCH AREAS

The Forest Research Areas included in this covenant and the special conditions, if any, applying to each are set out below. The location of each Forest Research Area is shown on the attached maps and diagrams.

Forest Research Area Identifier	Compartment	Area (ha)	Species	Planting Year	Purpose	Special Conditions
AK-0094-00	8	1.72	P.RAD	1927	Fertiliser trial in established forest – Demonstration only	
AK-0095-00	8	1.72	P.RAD	1927	Fertiliser trial in established forest – Demonstration only	
AK-0096-00	8	1.72	P.RAD	1927	Fertiliser trial in established forest – Demonstration only	
AK-0097-00	8	1.72	P.RAD	1927	Fertiliser trial in established forest – Demonstration only	
AK-1055-00	9	4.50	P.RAD	1983	To determine the degree of acidulation of phosphate rock needed for P. radiate on Phosphate deficient soils	
AK-0090-00	12		P.RAD	1963	Paired plots, one at 20cwt/ac super, other control – demonstration only	
AK-263-00	12	2.10	Eu. pilularis	1961	Establishment trial – mossed, bare-rooted, tubed, jiffy-potted stock	
AK-0846-00	17	5.80	P.RAD	1980	Provenance trial	

68.

Compartment : 8 P.Year : 1927 Area : 0.00

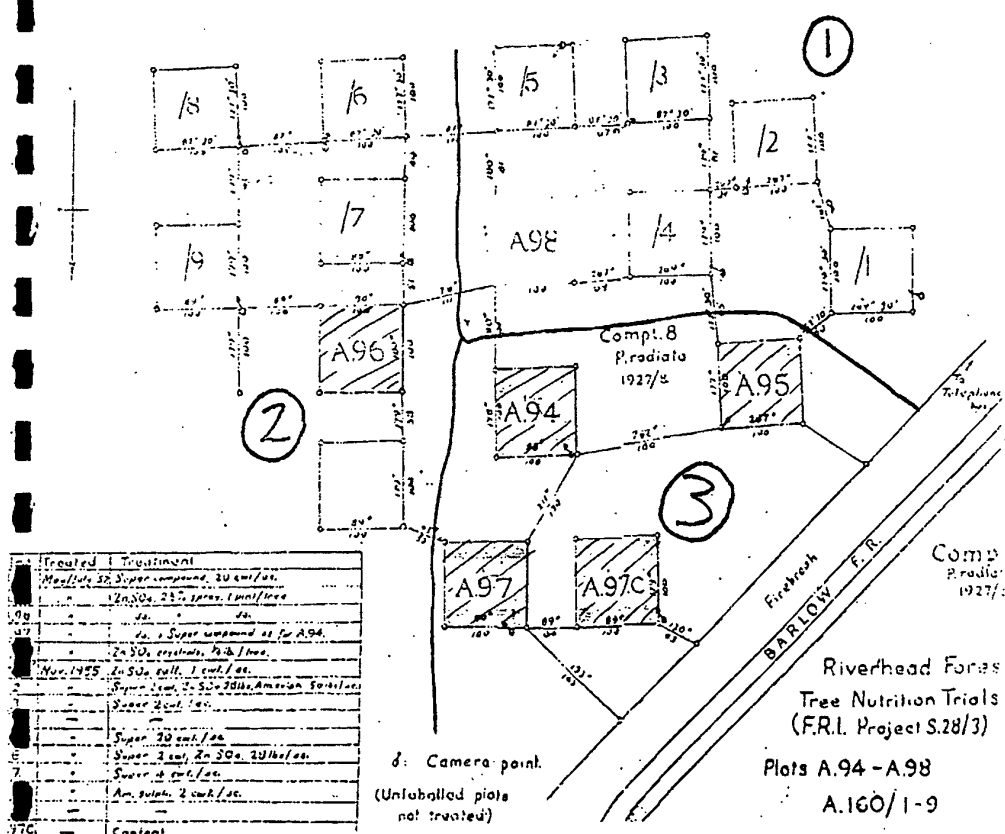
Con	Expt	Sub	Forest	Control	Current	Terminated
AK-0094-00	RIVERHEAD	FRIS	1	0		
AK-0095-00	RIVERHEAD	FRIS	1	0		
AK-0096-00	RIVERHEAD	FRIS	1	0		
AK-0097-00	RIVERHEAD	FRIS	2	0		

Contact Person : HUNTER I.R.

Purpose : Fertiliser trial in established forest
zinc spray and super - demonstration only.

Species : P.RAD

Future Management : Consult contact person before
any silvicultural operations.



69.

Compartment : 9 P.Year : 1983 Area : 4.50

Con Expt Sub	Forest	Control	Current	Terminated
AK-1055-00	RIVERHEAD	FRI	68	0

Contact Person : HUNTER I.R.

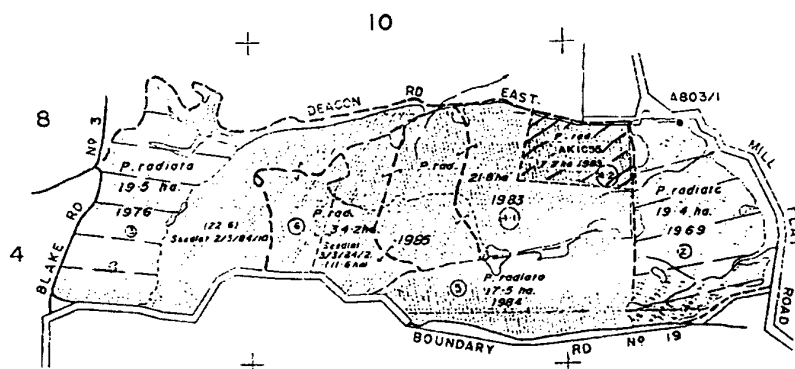
Purpose : To determine the degree of acidulation of phosphate rock needed for *P.radiata* on P deficient soils.

Species : *P.RAD*

Future Management : Maintain in current unthinned state as framing regime stand until trees are 11 years old.
In 1994, thin to 370 s/ha.
No fertiliser to be applied.

RVHD.

Cpt. 9



Correct as at 1.30

GROSS AREA 131.3 ha

71.

Compartment : 12 P.Year : 1961 Area : 2.10

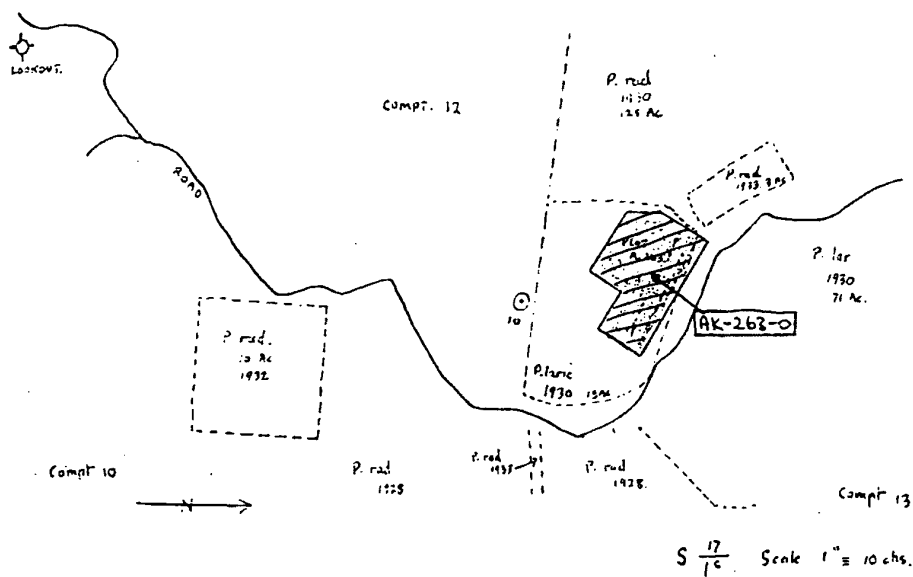
Con Expt Sub Forest Control Current Terminated
AK-0263-00 RIVERHEAD FRI 5 0

Contact Person : HAY A.E.
SPECIAL PURPOSE SPECIES

Purpose : Establishment trial- mossed, bare-rooted, tubed,
jiffy-potted stock

Species : EUPIL

Future Management : Requires assessment as a
potential site for P.S.P.



72.

Compartment : 17 P.Year : 1980 Area : 5.80

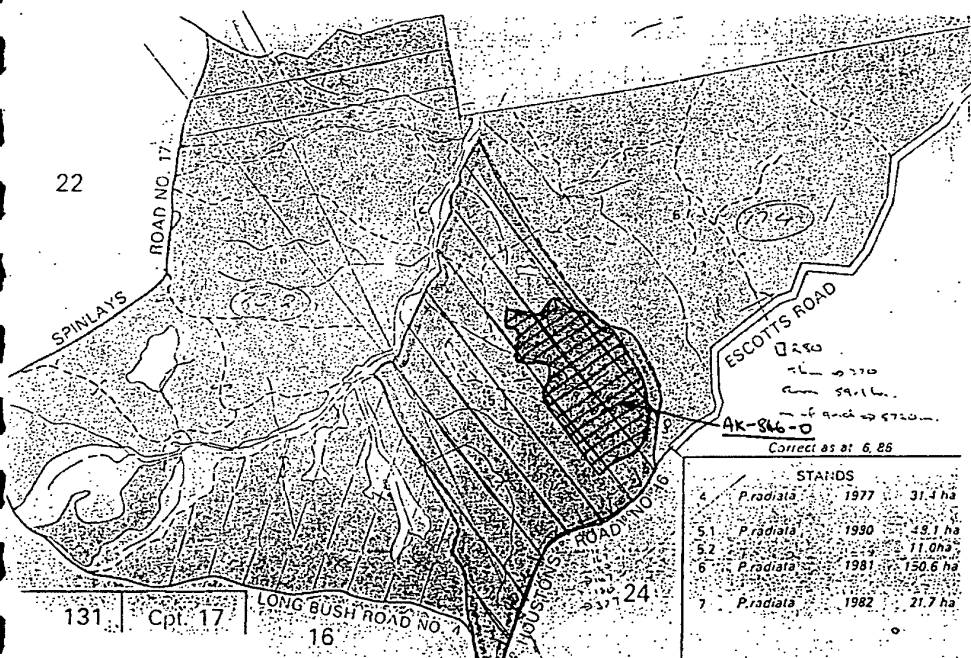
Con Expt Sub Forest Control Current Terminated
 AK-0846-00 RIVERHEAD FRI 160 0

Contact Person : G.T.I.
 GENETICS & TREE IMPROVEMENT

Purpose : Provenance trial

Species : P.RAD

Future Management : This trial is part of a country wide test of thirteen native provenances of radiata pine contrasted against C.N.I. Nelson and S/land radiata. Stocking is extremely variable and no thinning anticipated prior to 1993. This trial will not be pruned by agreement between GTI and Waitemata Forest



APPENDIX B: PUBLIC ACCESS EASEMENTS

There are no public access easement forming part of this Licence and which is included in this Appendix B.

APPENDIX C: SPECIAL MANAGEMENT RESTRICTIONS

1. Continuing Recreational Use

- 1.1 The licensee acknowledges the importance of Riverhead forest for recreational purposes. As long as the Crown is Licensor hereunder, the Licensee shall permit and allow recreational organisations to enter the Land and engage in organised recreational activities on the Land, provide that:
 - 1.1.1 Such activities do not conflict with the commercial management of the forest;
 - 1.1.2 The Licensee shall be entitled to place such controls on the carrying out of such activities as the Licensee deems necessary for reasons relating to the safety of the public or of those working on the Land or for the protection of the Trees, buildings, plant, equipment and related items;
 - 1.1.3 The recreational organisations agree to such conditions as may be reasonably required by the Licensee relating to the control of those attending or participating in such activities and for the repair of or compensation for any damage to the Land or to any assets owned by the Licensee on the Land resulting from the undertaking of such activities.
- 1.2 The Licensee shall be entitled to charge the recreational organisations reasonable fees commensurate with the use of the Land or Improvements made by such organisations
- 1.3 The indemnity given by the Licensee in clause 11.1 of the Licence shall not apply to any actions, claims, damages, demands, awards and proceedings brought or prosecuted against the Crown nor to any loss, damage, cost or expense suffered or incurred by the Crown which are based upon or arise out of or are connected with any act, omission, neglect, breach of default on the part of any person who has entered and used the Land as a consequence of the obligations placed on the Licensee by Clause 1.1 above.

APPENDIX D: EXISTING RIGHTS

RIGHTS OVER CROWN FOREST LAND

Nature	Beneficiary	Description of Servient Land	Description of Dominant Land	Notes
Right of Way (in gross)	Chorus New Zealand Limited	Lots 1 and 2 DP 138521	A, B, C, D and E on DP 324078	Registered as: 6324550.1
Right of Way	Watercare Services Limited	C on DP 138520	Lot 1 DP 188812 and Lot 2 DP 138520	Registered as: D568664.6
Right of Way	Watercare Services Limited	A on DP 138520	Lot 1 DP 188812 and Lot 2 DP 138520	Registered as: D568664.7

RIGHTS IN FAVOUR OF CROWN FOREST LAND

Nature	Grantor	Description of Servient Land	Description of Dominant Land	Notes
Right of Way	Carter (Kumeu) Limited	Area coloured yellow on DP 63462	Lot 2 DP 138519, Lot 1 DP 138520, and Lots 1 and 2 DP 138521	Registered as: 215163
Right of Way	Watercare Services Limited	B on DP 138519	Lot 2 DP 138519 and Lot 1 DP 138520	Registered as: D568664.5

CROWN FORESTRY LICENCE

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MEMORIALS

Appurtenant to a right of way easement over the part marked "B" DP 138519 created by Deed D568664.5 – 21-12-2000 at 10:31 o'clock

Subject to a right of way over easement over part Lot 1 DP 138520 herein marked "C" DP 138520 appurtenant to Lot 1 DP 138520 (CT 118D/300) created by Deed D568664.6 – 21-12-2000 at 10:31 o'clock

Subject to a right of way and a right to convey power, water and telemetry over part Lot 1 DP 138520 herein marked "A" DP 138520 appurtenant to Lot 1 DP 138520 (CT 118D/300) created by Deed D568664.7 – 21-12-2000 at 10:31 o'clock

Subject to Protective Covenant Certificate created by C646570.1 - 26-08-1994 at 10:58 o'clock

Subject to Grant of Easement over parts marked "A", "B", "C", "D" and "E" DP 324078 created by Easement 6324550.1 - 24-02-2005 at 09:04 o'clock

Appurtenant to a Memorandum of Transfer created by Transfer and Easement 215163 – 10-12-2004 at 08:33 o'clock

Subject to Climate Change Response Act Notice created by Instrument 9109779.1 - 29-06-2012 at 13:18 o'clock

Subject to Climate Change Response Act Notice created by Instrument 9109811.1 - 29-06-2012 at 13:20 o'clock

CROWN FOREST LAND

SCHEDULE OF UNDERLYING REFERENCES - RIVERHEAD FOREST

Lot / Section No.	Plan No.	Area (ha)	References
Lot 2	DP 138519	295.0200	Proc 8425 (part) Gaz 1926, p 1193 Gaz 1927, p 460 Gaz 1932, p 1841
Lot 1	DP 138520	1688.5000	Proc 7476 (part) Proc 7793 (all) Proc 6736 (part) Proc 6774 (part) Proc 6906 (part) Proc 6907 (part) Proc 7037 (part) Proc 7565 (part) Proc 8425 (part) Gaz 1926, p 1926 Gaz 1927, p 460 Gaz 1933, p 557 Gaz 1933, p 160
Lot 1	DP 138521	1136.1000	CT 21C/680 (all) Proc K 15889 (part) Proc 6736 (part) Proc 6907 (part) Proc 7325 (part) Proc 7476 (part) Proc 8425 (part)
Lot 2	DP 138521	155.6000	Proc 7476 (part) Proc 7325 (part) Gaz 1926, p 1193 Gaz 1971, p 959 Gaz 1966, p 1070 Gaz 1933, p 160
TOTAL AREA		3275.2200	

CROWN FORESTRY LICENCE

HER MAJESTY THE QUEEN

Licensor

**MATARIKI FORESTS NORTH ISLAND
LIMITED**

Licensee

CROWN FORESTRY LICENCE

RIVERHEAD FOREST

(TE KAWERAU A MAKI)

Pursuant to Section 30(4) of the Crown Forest Assets Act 1989 I hereby certify that the licensed land described in this Crown forestry licence is Crown forest land.

Chief Surveyor

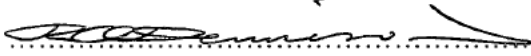
North Auckland Land District


**CERTIFICATION OF SURVEYOR - GENERAL
PURSUANT TO SECTION 30(4) OF THE CROWN FOREST ASSETS ACT 1989**

I hereby certify, pursuant to Section 30(4) of the Crown Forest Assets Act that Lot 2 DP 138519, Lot 1 DP 138520, and Lots 1 and 2 DP 138521, is Crown Forest Land.

Dated this 14th day of FEBRUARY 2022

Signed by:


.....
Technical Advisor Survey


.....
Full Name (please print)

Reference: REQUEST 1680802

Computer Interest Register: NA100A/2

Form 5
Transfer Instrument

(Section 73, Land Transfer Act 2017)

Land Registration District

North Auckland

T 12420672.5 Transf

Cpy - 01/01, Pgs - 001, 31/03/22, 12



Draft_572641879

Unique Identifier(s)

[or RT(s)]

All/Part

Area/Description of part or stratum

NA21C/680

ALL

3,275.2200 hectares more or less, situated in the Land Registration District of North Auckland, being Lot 2 DP 138519, Lot 1 DP 138520, and Lots 1 and 2 DP 138521.

Transferor

Surname(s) must be underlined

Her Majesty the Queen

Transferee

Surname(s) must be underlined

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created

State if fencing covenant imposed

FEE SIMPLE

Please note the right of access specified in Section 106 of the Te Kawerau a Maki Claims Settlement Act 2015 on the Record of Title – as provided for in Section 108 of that Act.

Operative Clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above record(s) of title and, if an easement, covenant, or *profit à prendre* is described above, that easement, covenant, or *profit à prendre* is granted or created.

Dated this 30th day of March 2022

Attestation If the Transferee or Grantee is to execute this Transfer, include the attestation in an Annexure Schedule

Signed for and on behalf of Her Majesty the Queen under delegation by Kathryn Louise Mansell pursuant to Section 96 of the Te Kawerau a Maki Claims Settlement Act 2015

Signed in my presence by the Transferor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed):-

Witness name

Occupation

Address

Signature [Common seal]
of Transferor

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.

View Instrument Details



Instrument No 12826724.3
Status Registered
Date & Time Lodged 20 November 2023 13:23
Lodged By [REDACTED]
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1129815	North Auckland
1129816	North Auckland
1129817	North Auckland
1129818	North Auckland
1129819	North Auckland
1129820	North Auckland
1129821	North Auckland
1129822	North Auckland

Annexure Schedule Contains 4 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 [REDACTED] as Covenantor Representative on 20/11/2023 12:35 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 [REDACTED] as Covenantee Representative on 20/11/2023 12:36 PM

*** End of Report ***

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Rangitootuni Land Holdings Limited Partnership

Covenantee

Rangitootuni Land Holdings Limited Partnership

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
Annexure Schedule, if required

Continue in additional

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
See Annexure Schedule	Deposited Plan 590677	Records of Title 1129815 and 1129816 (Lots 1 and 2 Deposited 590677)	Records of Title 1129817 – 1129822 (Lots 3 – 8 Deposited 590677)

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

Annexure Schedule.

Annexure Schedule

Insert instrument type

Covenant Instrument

COVENANTS

1. The Covenantor covenants for itself and its successors in title as the registered owner for the time being and from time to time of the burdened land for the benefit of the Covenantee that the Covenantor will not object to, make a submission objecting to, frustrate, hinder or prevent, or procure any one to object to, make a submission objecting to, frustrate, hinder or prevent:
 - (a) any use by the Covenantee or any third party of the benefited land including, but not limited to, farming, forestry, processing of trees, milling of timber, horticulture, damming of water, commercial, industrial and residential;
 - (b) any application for a resource consent, building consent or a plan change by the Covenantee in relation to the benefited land or any third party in relation to the benefited land.
2. The Covenantor acknowledges and agrees that damages are not an adequate remedy in the event of a breach by the Covenantor of the covenants contained in this Covenant Instrument, and without limiting any other rights at law or in equity available to the Covenantee, a breach of any of the covenants in this Covenant Instrument shall entitle the Covenantee and the Covenantee's respective transferees, assigns and successors in title to immediate injunctive relief.
3. Notwithstanding any rule of law or equity to the contrary,
 - (a) the covenants contained in this Covenant Instrument have been made by the parties for themselves and their respective successors in title and any persons deriving title under them and shall have effect as if those successors and other persons were expressed. Accordingly, the rights accruing to the Covenantee under this Covenant Instrument shall be enforceable at the suit of the Covenantee and, upon transfer of any of the Covenantee's interest hereunder to any third party, the rights of the Covenantee shall be enforceable by any of the transferees, assigns and successors in title of the Covenantee;
 - (b) the covenants contained in this Covenant Instrument shall be forever binding upon the Covenantor and its successors in title as registered owner of the burdened land, and shall enure forever for the benefit of the Covenantee and the Covenantee's transferees, assigns and successors in title. Nothing herein shall prevent the Covenantee from, at any time, executing a partial revocation of this Covenant Instrument or transferring the benefit of this Covenant Instrument to any one or more parties whether jointly or in shares with itself or outright;
 - (c) the Covenantor and its successors and persons deriving title under them shall be deemed to include the owners, tenants, occupiers and users for the time being of the burdened land; and
 - (d) sections 23(2), 275 to 279, and 301 to 306 of the Property Law Act 2007 shall apply.
4. The Covenantor shall have liability under this Covenant Instrument only in respect of breaches that occur while the Covenantor is registered owner of the burdened land. Notwithstanding that the Covenantor may have granted a lease or licence or other right to occupy the burdened land to any other party, the Covenantor shall be liable to the Covenantee for and in respect of any breaches that shall be occasioned by any such lessee, licensee or occupier of the burdened land. Should any part of the burdened land be subdivided, then the liability of the registered owner of any subdivided lot shall be limited only to any breaches occurring on

that subdivided lot only and not for any breach occurring on any other part of the burdened land.

5. This Covenant Instrument is governed by and shall be construed in accordance with the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.

View Instrument Details



Instrument No 12826724.4
Status Registered
Date & Time Lodged 20 November 2023 13:23
Lodged By [REDACTED]
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1129815	North Auckland
1129816	North Auckland

Annexure Schedule Contains 4 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 [REDACTED] as Covenantor Representative on 20/11/2023 12:36 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 [REDACTED] as Covenantee Representative on 20/11/2023 12:36 PM

*** End of Report ***

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Rangitootpuni Land Holdings Limited Partnership

Covenantee

Rangitootpuni Land Holdings Limited Partnership

Grant of Covenant

The **Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
Annexure Schedule, if required

Continue in additional

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
See Annexure Schedule	Deposited Plan 590677	Record of Title 1129815 (Lot 1 Deposited 590677) Record of Title 1129816 (Lot 2 Deposited 590677)	Record of Title 1129816 (Lot 2 Deposited 590677) Record of Title 1129815 (Lot 1 Deposited 590677)

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]:

Annexure Schedule.

Annexure Schedule*Insert instrument type***Covenant Instrument****COVENANTS**

1. The Covenantor covenants for itself and its successors in title as the registered owner for the time being and from time to time of the burdened land for the benefit of the Covenantee that the Covenantor will not object to, make a submission objecting to, frustrate, hinder or prevent, or procure any one to object to, make a submission objecting to, frustrate, hinder or prevent:
 - (a) any current or future use by the Covenantee or any third party of the benefited land;
 - (b) any application for a resource consent, building consent or a plan change by the Covenantee in relation to the benefited land or any third party in relation to the benefited land.
2. The Covenantor acknowledges and agrees that damages are not an adequate remedy in the event of a breach by the Covenantor of the covenants contained in this Covenant Instrument, and without limiting any other rights at law or in equity available to the Covenantee, a breach of any of the covenants in this Covenant Instrument shall entitle the Covenantee and the Covenantee's respective transferees, assigns and successors in title to immediate injunctive relief.
3. Notwithstanding any rule of law or equity to the contrary,
 - (a) the covenants contained in this Covenant Instrument have been made by the parties for themselves and their respective successors in title and any persons deriving title under them and shall have effect as if those successors and other persons were expressed. Accordingly, the rights accruing to the Covenantee under this Covenant Instrument shall be enforceable at the suit of the Covenantee and, upon transfer of any of the Covenantee's interest hereunder to any third party, the rights of the Covenantee shall be enforceable by any of the transferees, assigns and successors in title of the Covenantee;
 - (b) the covenants contained in this Covenant Instrument shall be forever binding upon the Covenantor and its successors in title as registered owner of the burdened land, and shall enure forever for the benefit of the Covenantee and its respective transferees, assigns and successors in title. Nothing herein shall prevent the Covenantee from, at any time, executing a partial revocation of this Covenant Instrument or transferring the benefit of this Covenant Instrument to any one or more parties whether jointly or in shares with itself or outright;
 - (c) the Covenantor and its successors and persons deriving title under them shall be deemed to include the owners, tenants, occupiers and users for the time being of the burdened land; and
 - (d) sections 23(2), 275 to 279, and 301 to 306 of the Property Law Act 2007 shall apply.
4. The Covenantor shall have liability under this Covenant Instrument only in respect of breaches that occur while the Covenantor is registered owner of the burdened land. Notwithstanding that the Covenantor may have granted a lease or licence or other right to occupy the burdened land to any other party, the Covenantor shall be liable to the Covenantee for and in respect of any breaches that shall be occasioned by any such lessee, licensee or occupier of the burdened land. Should any part of the burdened land be subdivided, then the liability of the registered owner of any subdivided lot shall be limited only to any breaches occurring on that subdivided lot only and not for any breach occurring on any other part of the burdened land.

5. This Covenant Instrument is governed by and shall be construed in accordance with the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.

View Instrument Details



Instrument No 12826724.5
Status Registered
Date & Time Lodged 20 November 2023 13:23
Lodged By [REDACTED]
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1129815	North Auckland
1129816	North Auckland
1129817	North Auckland
1129818	North Auckland
1129819	North Auckland
1129820	North Auckland
1129821	North Auckland
1129822	North Auckland

Annexure Schedule Contains 2 Pages.

Signature

Signed by [REDACTED] as Territorial Authority Representative on 20/11/2023 12:36 PM

*** End of Report ***

Private Bag 92300, Auckland 1142
Ph 09 301 0101 www.aucklandcouncil.govt.nz



In the matter of the Resource Management
Act 1991 (The Act)

in the matter of a subdivision of land in the
North Auckland Land
Registration District shown on
DP 590677

CONSENT NOTICE

(Pursuant to Section 221 of the Act)

I hereby certify that THE AUCKLAND COUNCIL granted its consent SUB60413688 to the subdivision of Lot 2 DP 138519, Lot 1 DP 138520 and Lots 1 & 2 DP 138521, comprised in Record of Title 1055176, as shown on DP 590677, subject to conditions, including the requirement of the owners of Lots 1 to 8 to comply with the following conditions on a continuing basis at no cost to the Council.

8. Any buildings and associated earthworks including accessways on Lots 1 to 8 inclusive must be the subject of detailed specific geotechnical review and assessment by a chartered professional geotechnical engineer and the site-specific geotechnical investigation report must be provided to Council at building consent stage for certification. All works must occur in accordance with the certified Geotechnical Report/s.
9. Unless further resource consent is obtained, any dwellings, accessory buildings, and related parking and manoeuvring areas on Lots 1 - 8 inclusive must be contained within the specified building areas shown on the plans by Maven Associates detailed in condition 1 of resource consent SUB60413688.
10. At the time a building consent application is submitted for a dwelling on Lots 1 to 8 inclusive, it must be demonstrated that sufficient water volume, pressure & flow will be provided in accordance with NZFS Fire Fighting Water Supplies CoP SNZ 4509:2008 and that this water supply be accessible for firefighting purposes. Should the water supply be provided by way of tank storage, this storage must be located a safe distance away from any habitable dwelling in accordance with the above CoP. If an alternative firefighting water supply is to be provided the written approval of that system from the firefighting service must be provided with the building consent application.
11. There must be no development or use of Lots 1-8 other than for forestry or other farming activities (as defined in the Auckland Unitary Plan) until further resource consent is obtained for comprehensive development and servicing (power and telephone) of the relevant site. This includes that dwelling/s and any associated accessory buildings must not establish on Lots 1-8. For the avoidance of doubt, temporary buildings such as portacabin buildings associated with existing forestry activities are not excluded but must meet relevant Auckland Unitary Plan rules or standards (or resource consent be obtained).

Private Bag 92300, Auckland 1142
Ph 09 301 0101 | www.aucklandcouncil.govt.nz



12. The owners of Lots 1 to 8 are advised that the relevant site is not serviced by a physical telephone connection (copper wire) or physical power connection. If such services are required, they must be installed and maintained by the relevant owner/s at their expense.
13. Prior to the issue of any building consent in relation to Lots 1 - 8 and where works include building over or otherwise directly impact an overland flowpath, the owner of the relevant Lot must provide details of overland flow path diversions on the relevant Lots in accordance with Auckland Unitary Plan Chapter E36, and must provide culvert details including sizing of culverts (sizing based on OVFP catchment) for any proposed work blocking/diverting overland flow path, for the Council's certification. This report must be provided by a suitably qualified engineer (stormwater engineer).
14. Earthworks undertaken on Lots 1-8 must comply with the following:
 - a) Proposed earthworks and cut and fill / site retaining works / removal of non - engineered fill on Lots 5 and 8 must be supervised by a suitably qualified engineering professional experienced in geotechnical engineering. Certification from a suitably qualified engineering professional responsible for supervising the works must be provided to the Council within ten (10) working days following completion. Written certification must be in the form of a geotechnical completion report, producer statement or any other form acceptable to Council.

Dated this 26th day of October 2023.

Authenticated by the Auckland Council pursuant to
Section 221(2) of the Resource Management Act 1991

Signed by KEN BERGER
Senior Subdivision Advisor

Authorised officer under delegated authority.

Reference: CCT90111306, SUB60413688.

PROTECTIVE COVENANT CERTIFICATE
(Under Section 19 Crown Forest Assets Act 1989)

RIVERHEAD FOREST

The Minister for State Owned Enterprises, being a responsible Minister under the Crown Forest Assets Act 1989, hereby certifies that:

1. A Crown forestry licence in respect of the Crown forest land described in the First Schedule hereunder has been granted under section 14 of the Crown Forest Assets Act 1989;
2. The Crown forestry licence includes, in accordance with section 18(1) of the Crown Forest Assets Act 1989 the protective covenants set out in the Second Schedule hereunder;
3. The terms of each such protective covenant are appended to this certificate.

FIRST SCHEDULE

DESCRIPTION OF LICENSED LAND

3808.4750 hectares, more or less, situated in the Land Registration District of North Auckland, being Lot 1 DP 138518, Lot 2 DP 138519, Lot 1 DP 138520 and Lots 1 and 2 DP 138521.

SECOND SCHEDULE

PROTECTIVE COVENANTS

<u>Protective Covenant No.</u>	<u>Kind of Covenant</u>	<u>Description of Land Subject to Covenant</u>
1	Covenant for the protection of archaeological sites and sites having historical or spiritual or emotional or cultural significance.	The whole of the land set out in the First Schedule.
2	Covenant relating to forest research areas.	The whole of the land set out in the First Schedule.

Dated this 30th day of September 1992

SIGNED by MAURICE PATRICK McTIGUE

Minister for State Owned Enterprises

in the presence of:

Maurice McTigue

*X Pauline
Solih
Weller*

I hereby certify, pursuant to section 19(3) of the Crown Forest Assets Act 1989, that the protective covenants described in the Second Schedule above are correctly described and relate to the licensed land described in the First Schedule above.

Dated this 25th day of August 1992

M. Matheson

Chief Surveyor
North Auckland Land District

THE PROTECTIVE COVENANTS DESCRIBED IN THIS CERTIFICATE MAY BE VARIED OR CANCELLED ONLY IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 21 OR 23 OF THE CROWN FOREST ASSETS ACT 1989.

RIVERHEAD FOREST
PROTECTIVE COVENANT NO. 1

A. CREATION OF COVENANT:

This covenant was created by the execution of the Crown forestry licence between Her Majesty the Queen in right of New Zealand acting by the Minister for State-Owned Enterprises and the Minister of Finance pursuant to section 14 of the Crown Forest Assets Act 1989 and Carter Holt Harvey Riverhead Forest Limited commencing on the 31st day of October 1990 in respect of that land being 3808.4750 hectares, more or less, situated in the Land Registration District of North Auckland, being Lot 1 DP 138518, Lot 2 DP 138519, Lot 1 DP 138520 and Lots 1 and 2 DP 138521.

B. KIND OF COVENANT:

Covenant for the protection of archaeological sites and sites having historical or spiritual or emotional or cultural significance as specified in section 18(1)(b) and (c) of the Act.

C. DESCRIPTION OF LAND SUBJECT TO THIS COVENANT:

The whole of the Land defined in Section A.

D. NATURE OF THIS COVENANT:

1. The purpose of this covenant is to protect all archaeological sites and all sites having historical or spiritual or emotional or cultural significance which are located on the Land. The protection provided is to be consistent with the requirements of the Historic Places Act 1980.
2. Known Archaeological Sites, Traditional Sites, Historic Areas and Historic Places on the Land at the creation of this covenant are set out in the Schedule.

E. TERMS AND CONDITIONS OF THIS COVENANT:

The terms and conditions of this covenant determined in accordance with section 18(4) of the Act are as follows:

1. Definitions

In this covenant the following terms shall have the meanings attached to them in this Clause 1:

- 1.1 "the Act" means the Crown Forest Assets Act 1989;
- 1.2 "Archaeological Site", "Historic Place", "Historic Area" and "Traditional Site" have the same meaning as that attached to them in the Historic Places Act 1980;

- 1.3 "the Crown" means Her Majesty the Queen in right of New Zealand;
- 1.4 "the Land" means the Land defined in Section A;
- 1.5 "the Occupier" means the occupier of the Land, whether or not the Occupier is the owner of the Land and includes:
 - 1.5.1 The licensee of any Crown forestry licence granted over the Land;
 - 1.5.2 The executors, administrators, successors, assigns, licensees, servants, agents, contractors, visitors and any other person on the Land with the express or implied consent of the occupier;
- 1.6 "the Trust" means the New Zealand Historic Places Trust constituted under the Historic Places Act 1980 or its successor.

2. Construction

- 2.1 In this covenant, unless the context otherwise requires, any reference to Sections, Clauses or the Schedule are references to sections, clauses or the schedule of this covenant.
- 2.2 Any headings in this covenant have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of this covenant.

3. Duration of Covenant

- 3.1 This covenant shall, to the extent permitted by law, continue to apply in respect of the Land notwithstanding the termination of the Crown forestry licence referred to in Section A and notwithstanding that upon such termination the terms and conditions of this covenant may cease to apply to the licensee under the said Crown forestry licence.
- 3.2 This covenant may only be varied or cancelled in accordance with sections 21 or 23 of the Act.

4. Compliance with Historic Places Act

The Occupier shall, at all times, observe the requirements of the Historic Places Act 1980 in relation to any Archaeological Site, Historic Place, Historic Area or Traditional Site and shall also cause such requirements to be observed by any licensee, servant, agent, contractor or visitor of the Occupier. In particular:

- 4.1 No known Archaeological Site or Historic Place on the Land may be destroyed, damaged or modified without first obtaining the approval of the Crown which approval shall be deemed to have been given on the delivery by the Occupier to the Crown of a letter from the Trust consenting to such destruction or damage or modification taking place;
- 4.2 Where any previously unknown Archaeological Site, Historic Area or Historic Place is discovered as a result of any operations or activity on the Land any further disturbance of such site, area or place is to cease immediately and the Crown and the Trust are to be advised of the discovery. Any operations or activity on such site, area or place may only continue with the approval of the Crown which approval shall be deemed to have been given on the delivery by the Occupier to the Crown of a letter from the Trust stating that such operations or activity may continue;
- 4.3 The Occupier shall permit entry to the Land at all reasonable times to any officer or employee of the Trust or any person authorised by the Trust for the purposes of investigating Archaeological Sites, Traditional Sites, Historic Areas or Historic Places or for carrying out surveys to determine if such sites, areas or places exist. Such entry may be controlled by the Occupier for reasons relating to the safety of people on the Land or for the protection of trees, buildings, plant, equipment and related items on the Land.

5. Trees not to be Planted

- 5.1 The Occupier shall not, without the approval of the Crown, plant trees on any Archaeological Site, Traditional Site, Historic Area or Historic Place listed in the Schedule where trees were not already present on such site, area or place at the date of creation of this covenant.
- 5.2 Approval shall be deemed to have been given by the Crown for the purposes of Clause 5.1 upon the delivery by the Occupier to the Crown of a letter from the Trust stating that such planting, as specified in the letter may take place.

6. Heavy Machinery not to be Used

- 6.1 The Occupier shall not, without the approval of the Crown, use heavy machinery on any Archaeological Site, Traditional Site, Historic Area or Historic Place listed in the Schedule.
- 6.2 Approval shall be deemed to have been given by the Crown for the purposes of Clause 6.1 upon the delivery by the Occupier to the Crown of a letter from the Trust stating that such use of heavy machinery may take place.

SCHEDULE

KNOWN ARCHAEOLOGICAL SITES, TRADITIONAL SITES,
HISTORIC AREAS AND HISTORIC PLACES

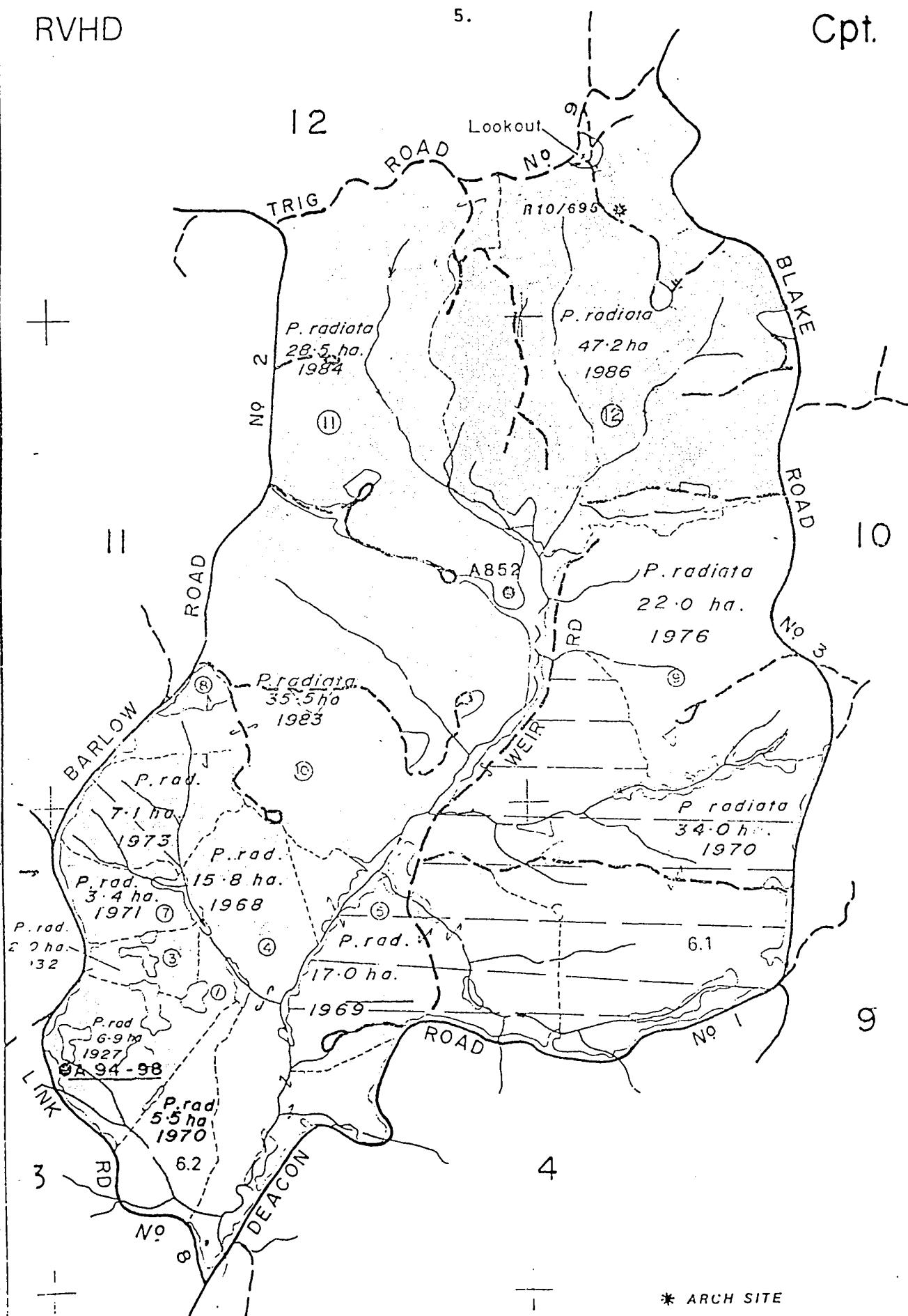
The following are known Archaeological Sites, Traditional Sites, Historic Areas and Historic Places on the Land at the creation of this covenant. The location of each such site, area or place is shown on the attached maps and diagrams.

<u>Site</u> <u>Reference</u>	<u>Map Co-ordinates</u>		<u>Compartment</u> <u>Number</u>	<u>Description</u>
	<u>Easting</u>	<u>Northing</u>		
R10/695	E210800	N6496200	8	Midden

RVHD

5.

Cpt. 8



SCALE 1:10000

Corrected to 1981

GROSS AREA 242.6 ha

RIVERHEAD FOREST

PROTECTIVE COVENANT NO. 2

A. CREATION OF COVENANT:

This covenant was created by the execution of the Crown forestry licence between Her Majesty the Queen in right of New Zealand acting by the Minister for State-Owned Enterprises and the Minister of Finance pursuant to section 14 of the Crown Forest Assets Act 1989 and Carter Holt Harvey Riverhead Forest Limited commencing on the 31st day of October 1990 in respect of that land being 3808.4750 hectares, more or less, situated in the Land Registration District of North Auckland, being Lot 1 DP 138518, Lot 2 DP 138519, Lot 1 DP 138520 and Lots 1 and 2 DP 138521.

B. KIND OF COVENANT:

Covenant relating to forest research areas as specified in section 18(1)(e) of the Act.

C. DESCRIPTION OF LAND SUBJECT TO THIS PROTECTIVE COVENANT:

The location and area of each Forest Research Area included in this covenant is set out in the Schedule.

The balance of the Land is subject to rights of access and other restrictions set out in the terms and conditions of this covenant contained in Section E.

D. NATURE OF THIS COVENANT:

The purpose of this covenant is to protect long term forest research. The Forest Research Areas to which this covenant applies are detailed in the Schedule.

E. TERMS AND CONDITIONS OF THIS COVENANT:

The terms and conditions of this covenant determined in accordance with section 18(6) of the Act are as follows:

1. Definitions

In this covenant the following terms shall have the meaning attached to them in this Clause 1:

- 1.1 "the Act" means the Crown Forest Assets Act 1989;
- 1.2 "the Controlling Organisation", unless stated otherwise in the special conditions described in the Schedule, means The Director, Forest Research Institute, Private Bag, Rotorua, New Zealand and any successor. Where the context requires, the Controlling Organisation shall include the servants and agents of the Controlling Organisation;

- 1.3 "the Crown" means Her Majesty the Queen in right of New Zealand;
- 1.4 "Forest Research Area" means a forest research area set out in the Schedule";
- 1.5 "the Land" means the Land defined in Section A;
- 1.6 "the Occupier" means the occupier of the Land whether or not the Occupier is the owner of the Land and includes:
 - 1.6.1 The Licensee of any Crown forestry licence granted over the Land;
 - 1.6.2 The executors, administrators, successors, assigns, licensees, servants, agents, contractors, visitors and any other person on the Land with the express or implied consent of the Occupier.

2. Construction

- 2.1 In this covenant, unless the context otherwise requires, any reference to Sections or Clauses or the Schedule are references to sections or clauses or the schedule of this covenant.
- 2.2 Any headings in this covenant have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of this covenant.

3. Duration

- 3.1 This covenant shall, to the extent permitted by law, continue to apply in respect of the Land notwithstanding the termination of the Crown forestry licence referred to in Section A and notwithstanding that upon such termination the terms and conditions of this covenant may cease to apply to the licensee under the said Crown forestry licence.
- 3.2 This covenant, in respect of each Forest Research Area, shall commence from the creation of this covenant and shall, unless stated otherwise in the special conditions in the Schedule, cease to apply to each Forest Research Area upon such Forest Research Area being clearfelled.
- 3.3 Where this covenant has ceased to apply to every Forest Research Area this covenant shall cease to apply to the Land.
- 3.4 Except as provided elsewhere in this covenant, this covenant may only be varied or cancelled in accordance with sections 21 or 23 of the Act.

4. Controlling Organisation to have Access to the Land

The Occupier shall permit the Controlling Organisation of any Forest Research Area to enter and remain on the Land for the purpose of examining and measuring such Forest Research Area and to carry out any other operations in or on such Forest Research Area which are consistent with the purpose for which such Forest Research Area was established provided that:

- 4.1 The Controlling Organisation shall give reasonable prior notice to the Occupier of the Controlling Organisation's intention to enter the Land and of the reason for such entry;
- 4.2 The Controlling Organisation shall supply to the Occupier, free of charge, all data collected and data summarised from the Forest Research Area;
- 4.3 The Occupier has the discretion to control any such entry and use by the Controlling Organisation for reasons relating to the safety of people on the Land or for the protection of trees, buildings, plant, equipment and related items on the Land.

5. Occupier to Notify Controlling Organisation

The Occupier shall give the Controlling Organisation at least one month's notice in writing of any activity to be carried out in or likely to impact on any Forest Research Area so that the Controlling Organisation may undertake any necessary measurements or other operations in such Forest Research Area prior to the carrying out by the Occupier of such activity. The Occupier shall, where requested by the Controlling Organisation, supply to the Controlling Organisation, full details of all activities carried out in such Forest Research Area.

6. Restriction on Treatment

All silvicultural operations on any Forest Research Area shall only be undertaken by or under the control of the Controlling Organisation.

7. Ownership of Trees

The creation of this covenant does not confer on the Controlling Organisation any proprietary right to or interest in the merchantable stem of any trees on any Forest Research Area.

8. Special Conditions

The Occupier shall comply with any special conditions relating to a Forest Research Area which are set out in the Schedule, and where there is any conflict between the general conditions in

this Section E and the special conditions set out in the Schedule then the special conditions in the Schedule shall prevail.

SCHEDULEFOREST RESEARCH AREAS

The Forest Research Areas included in this covenant and the special conditions, if any, applying to each are set out below. The location of each Forest Research Area is shown on the attached maps and diagrams.

<u>Forest Research Area Identifier</u>	<u>Compartment</u>	<u>Area (ha)</u>	<u>Species</u>	<u>Planting Year</u>	<u>Purpose</u>	<u>Special Conditions</u>
AK-0094-00	8	1.72	P. radiata	1927	Fertiliser trial in established forest - Demonstration only.	
AK-0095-00	8	1.72	P. radiata	1927	Fertiliser trial in established forest - Demonstration only.	
AK-0096-00	8	1.72	P. radiata	1927	Fertiliser trial in established forest - Demonstration only.	
AK-0097-00	8	1.72	P. radiata	1927	Fertiliser trial in established forest - Demonstration only.	

AK-1055-00	9	4.50	P. radiata	1983	To determine the degree of acidulation of phosphate rock needed for P. radiata on Phosphate deficient soils.
AK-0090-00	12		P. radiata	1963	Paired plots, one at 20cwt/ac super, other control - demonstration only.
AK-263-00	12	2.10	Eu.pilularis	1961	Establishment trial - mossed, bare-rooted, tubed, jiffy-potted stock.
AK-0846-00	17	5.80	P. radiata	1980	Provenance trial.
AK-0286-06	18	4.00	P. radiata	1967	Long term phosphate trial.
AK-1022-00	18	0.40	P. radiata	1967	To establish role of calcium in tip dieback of phosphorus deficient trees.
AK-0734-02	23	4.70	P. radiata	1974	Test types of rock phosphate on a soil of medium P retention.

7.

Compartment : 8

P.Year : 1927 Area : 0.00

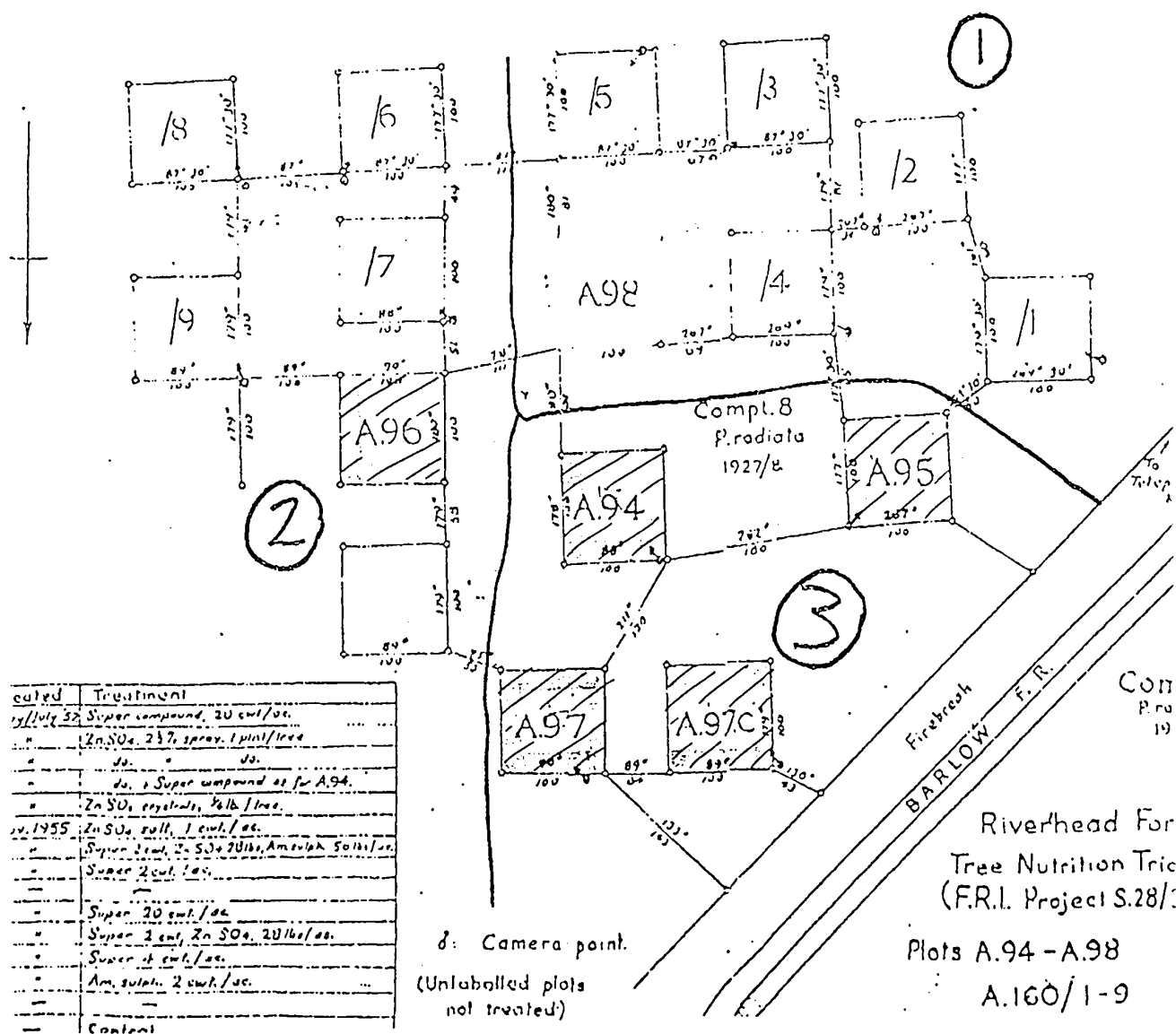
Con Expt Sub	Forest	Control	Current	Terminated
AK-0094-00	RIVERHEAD	FRIS	1	0
AK-0095-00	RIVERHEAD	FRIS	1	0
AK-0096-00	RIVERHEAD	FRIS	1	0
AK-0097-00	RIVERHEAD	FRIS	2	0

Contact Person : HUNTER I.R.

Purpose : Fertiliser trial in established forest
zinc spray and super - demonstration only.

Species : P.RAD

Future Management : Consult contact person before
any silvicultural operations.



Compartment : 9 P.Year : 1983 Area : 4.50

Con Expt Sub	Forest	Control	Current	Terminated
AK-1055-00	RIVERHEAD	FRI	68	0

Contact Person : HUNTER I.R.

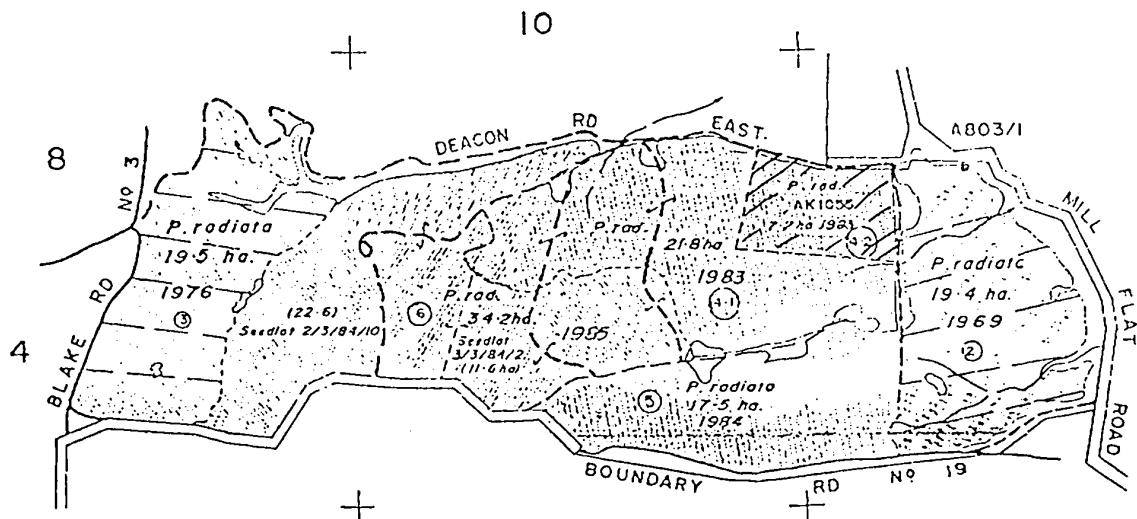
Purpose : To determine the degree of acidulation of phosphate rock needed for *P.radiata* on P deficient soils.

Species : *P.RAD*

Future Management : Maintain in current unthinned state as framing regime stand until trees are 11 years old.
In 1994, thin to 370 s/ha.
No fertiliser to be applied.

RVHD

Cpt. 9



Correct as at 1.90

GROSS AREA 131.3 ha

Compartment : 12 P.Year : 1932 Area : 0.00

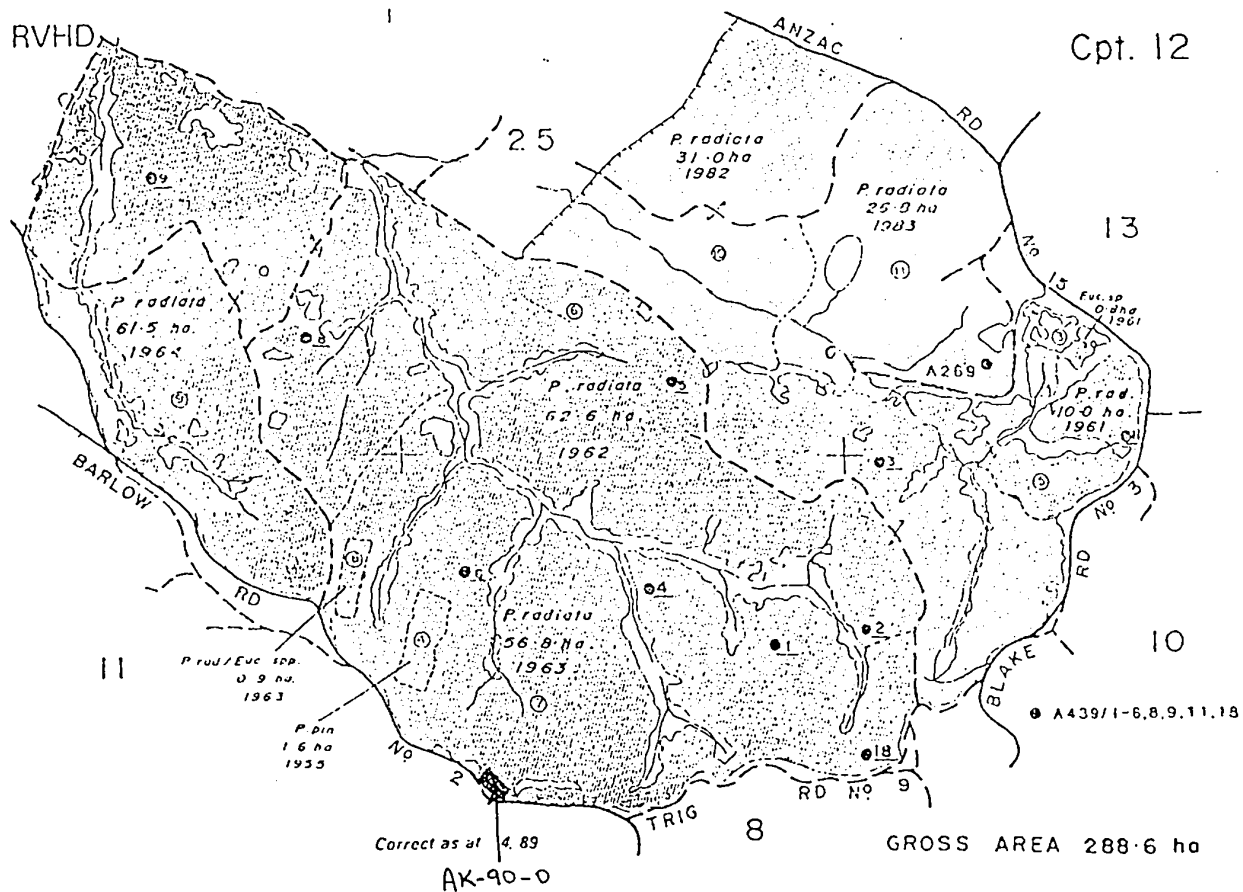
Con Expt Sub Forest Control Current Terminated
AK-0090-00 RIVERHEAD FRIS 2 0

Contact Person : HUNTER I.R.

Purpose : Paired plots, one at 20cwt/ac super other control
- demonstration only

Species : P.RAD

Future Management : Consult contact person before
any silvicultural operations.



Compartment : 12 P.Year : 1961 Area : 2.10
 Con Expt Sub Forest Control Current Terminated
 AK-0263-00 RIVERHEAD FRI 5 0

Contact Person : HAY A.E.

SPECIAL PURPOSE SPECIES

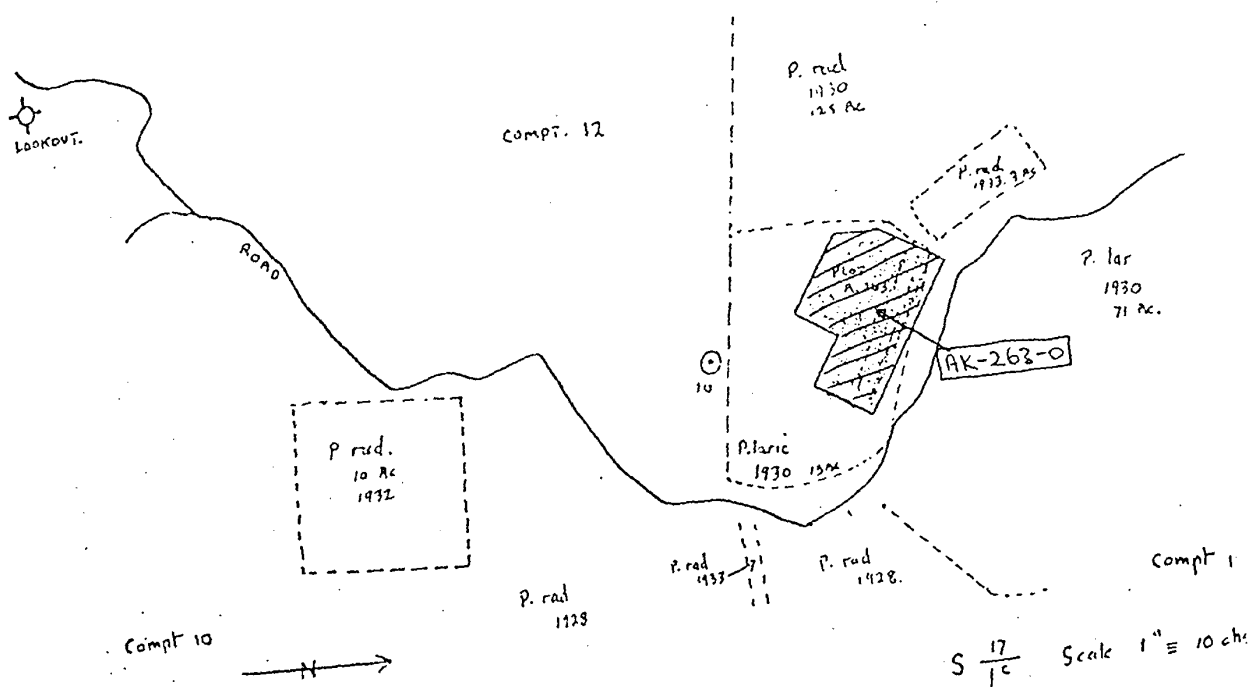
Purpose

: Establishment trial- mossed, hare-rooted, tubed,
 jiffy-potted stock

Species

: EUPIL

Future Management : Requires assessment as a
 potential site for P.S.P.



Compartment : 17 P.Year : 1980 Area : 5.80

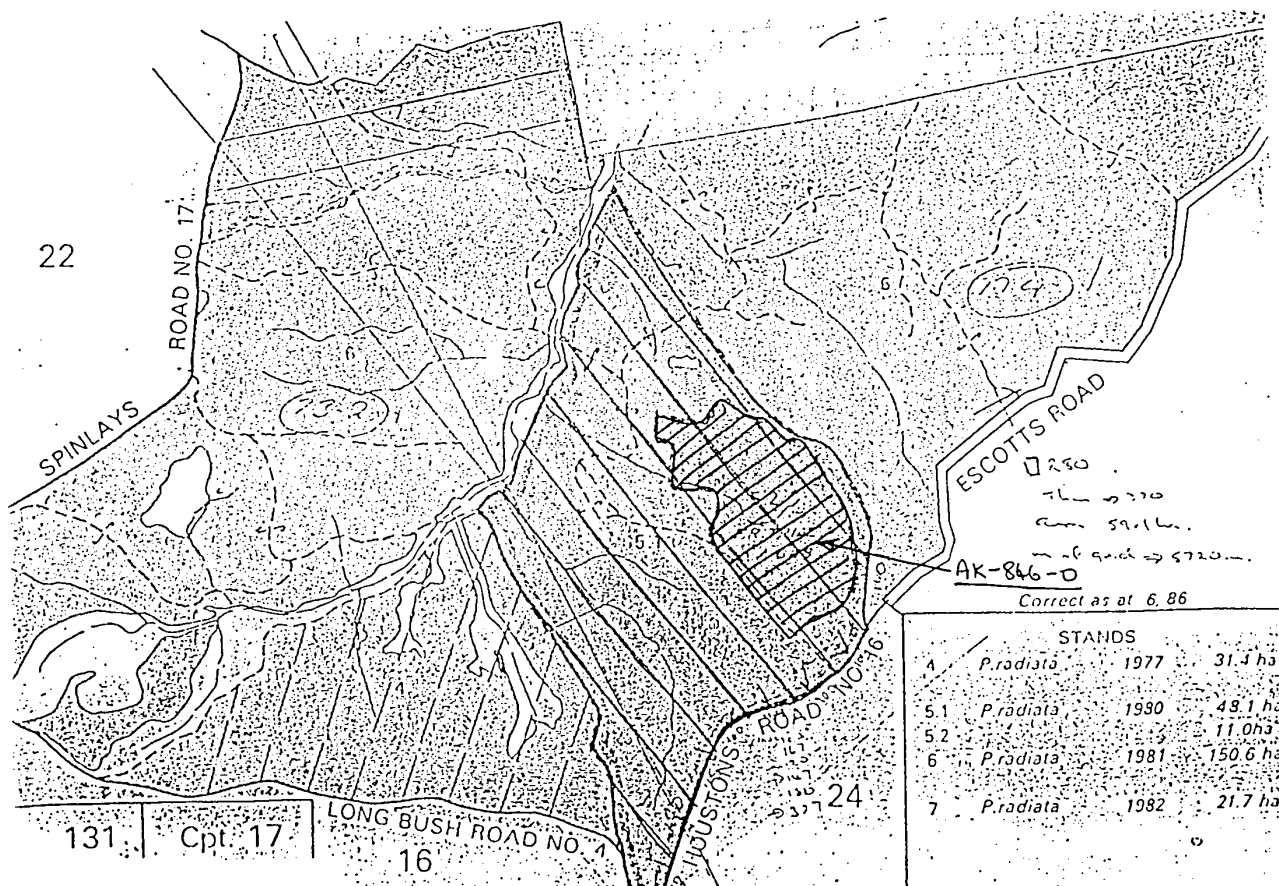
Con Expt Sub Forest Control Current Terminated
 AK-0846-00 RIVERHEAD FRI 160 0

Contact Person : G.T.I.
 GENETICS & TREE IMPROVEMENT

Purpose : Provenance trial

Species : P.RAD

Future Management : This trial is part of a country wide test of thirteen native provenances of radiata pine contrasted against C.N.I. Nelson and S/land radiata. Stocking is extremely variable and no thinning anticipated prior to 1993. This trial will not be pruned by agreement between GTI and Waitemata Forest



Compartment : 18

P.Year : 1967 Area : 4.00

Con Expt Sub Forest
AK-0286-06 RIVERHEAD

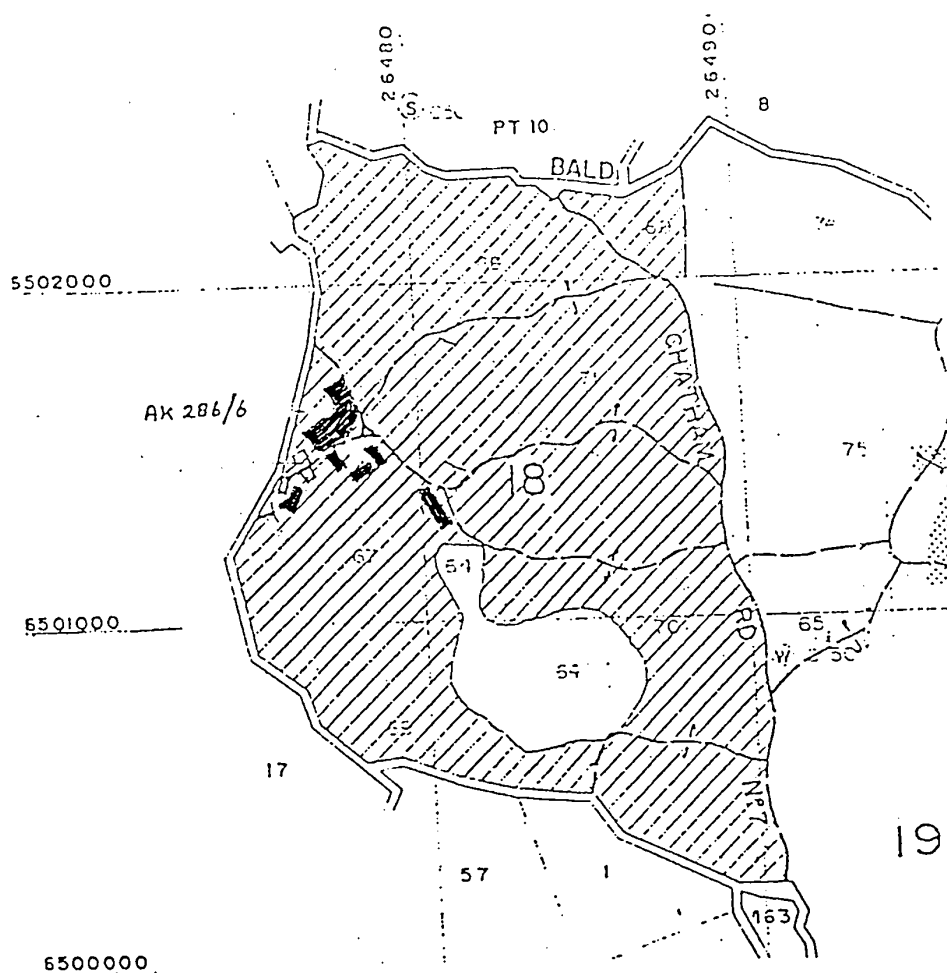
Control	Current	Terminated
FRIS	22	0

Contact Person : HUNTER I.R.
SOILS & SITE AMENDMENT

Purpose : Long term phosphate trial

Species : P.RAD

Species : F.RAD
Future Management : Retain as trial.



Compartment : 18 P.Year : 1967 Area : 0.40

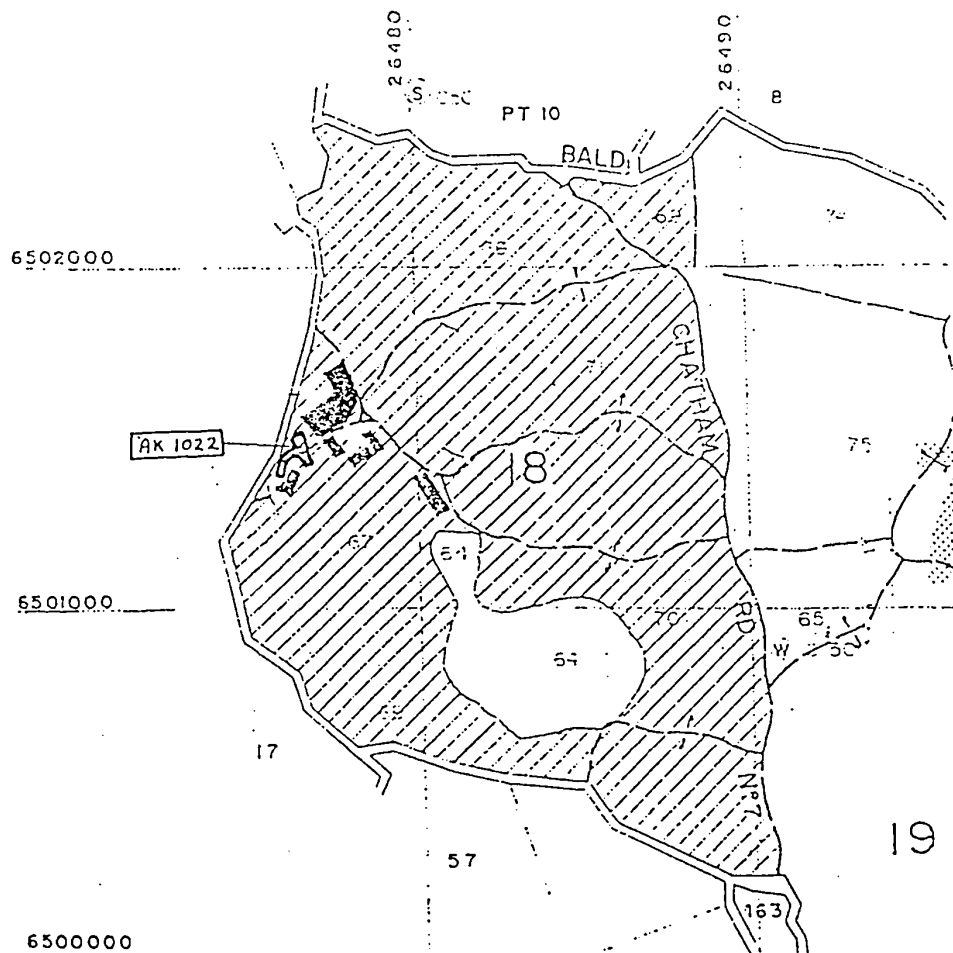
Con Expt Sub	Forest	Control	Current	Terminated
AK-1022-00	RIVERHEAD	FRIS	16	0

Contact Person : HUNTER I.R.
SOILS & SITE AMENDMENT

Purpose : To establish role of calcium in tip dieback of
phosphorus deficient trees

Species : P.RAD

Future Management : Retain as trial, annual meas-
urements.



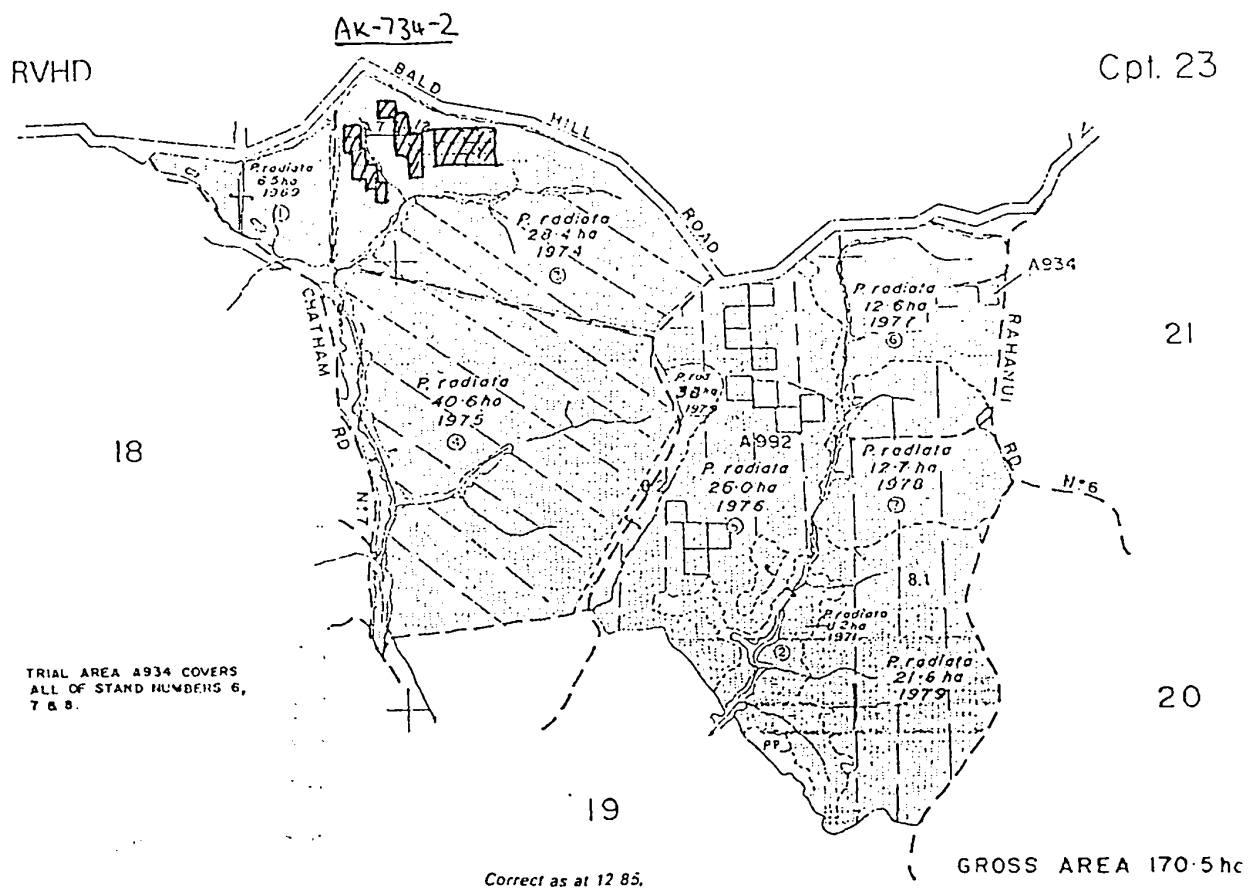
Compartment : 23 P.Year : 1974 Area : 4.70

Con Expt Sub Forest Control Current Terminated
AK-0734-02 RIVERHEAD FRIS 29 0

Contact Person : GRAHAM J.D.

Purpose : Test types of rock phosphate on a soil of medium
P retention.

Species : P.RAD
Future Management : Retain as trial, low
measurement frequency.



LFO

10.58 26.AUG94 C 646570-IF

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10/1/94 BY 1045
MWP

214/680
R003: 6736, 6774, 6906, 6907, 7037, 7325, 7476,
7773, 7565, 9425, 75185756-1, 115889
CONFIDENTIAL - SECURITY INFORMATION
DATE 10/1/94 BY 1045
MWP



D 568 664.5 YEC

Deed 'B'
Sp cond 18.2(6)

Parties

WATERCARE SERVICES LIMITED

(Grantor)

and

HER MAJESTY THE QUEEN

(Grantee)

DEED GRANTING EASEMENT OF RIGHT OF WAY

MS ~~SB~~ Alad

Date: 29th September 2000

PARTIES

- (1) **WATERCARE SERVICES LIMITED** at Auckland
(the "Grantor")
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister for State-Owned Enterprises and the Minister of Finance pursuant to section 8 of the Crown Forest Assets Act 1989
(the "Grantee")

BACKGROUND

- (A) The Grantee wishes to enter upon and cross the Grantor's Land for the purpose of gaining access to and egress from the Grantee's Land (as herein defined).
- (B) The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor's Land on the terms and conditions set out in this Deed.
- (C) The parties intend that, following execution, this Deed will be registered in the North Auckland Land Registry under section 8A of the Crown Forest Assets Act 1989 (as inserted by section 2 of the Crown Forest Assets Amendment Act 1992).

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Deed, unless the context otherwise requires:

"**Commencement Date**" means the date first written above;

"**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Deed**" means this deed, the Background, the First Schedule and the Second Schedule annexed hereto;

"**Grantee**" also includes the other registered proprietors from time to time of the Grantee's Land ;

"**Grantee's Land**" means the land described in paragraph 3 of the First Schedule and includes any part thereof;

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"Grantor" also includes the other registered proprietors from time to time of the Grantor's Land;

"Grantor's Land" means the land described in paragraph 1 of the First Schedule and includes any part thereof;

"Licensee" means the Licensee of a Crown Forestry Licence over the Grantee's Land and includes successors and assigns of the Licensee;

"Rural Fire Authority" means any Fire Authority referred to in the Forest and Rural Fires Act 1977;

"Secondary Users" means the Grantee's servants, agents, employees, workers and contractors and any licensee, lessee or tenant of the Grantee, but only where, (in any case) the Grantee has allowed such person or persons to use the right of way easement conferred by this Deed.

1.2 Construction

In the construction of this Deed unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;

1.2.2 references to Clauses and the Schedules are to the Clauses and the Schedules of this Deed;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

2.1 The Grantor hereby grants to the Grantee and the Secondary Users, in common with the Grantor, the Grantor's tenants and any other person lawfully entitled, a right of way easement over that part of the Grantor's Land shown marked B on Deposited Plan 138519 together with the rights and powers implied by virtue of the Seventh Schedule to the Land Transfer Act 1952 and section 126B of and the Ninth Schedule to the Property Law Act 1952 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee's Land.

2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee and the Secondary Users shall duly observe the obligations imposed on them under this Deed.

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3 OBLIGATIONS OF THE GRANTEE AND SECONDARY USERS

The rights and powers conferred under Clause 2 of this Agreement are granted subject to the following conditions and obligations:

- 3.1 The Grantee and the Secondary Users (if any) shall when passing or repassing over the Grantor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
 - 3.1.2 not use or cause to be used either any tracked or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);
 - 3.1.3 not take or cause to be taken over the Grantor's Land any welding equipment without the prior written permission of the Grantor, such consent not to be unreasonably withheld. The Grantee will comply with any reasonable conditions attached to such consent;
 - 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
 - 3.1.5 take all full and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this Clause 3.1.5):
 - (i) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (ii) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 The Grantee shall, at its cost, promptly repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures or items which are damaged by the Grantee or the Secondary Users;
- 3.3 The Grantee shall annually pay to the Grantor or its nominee a fair proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee and the Secondary Users of such roads or tracks;

13. *AS* *AS* *Alaef* 

- 3.4 Neither the Grantee nor the Secondary Users shall exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor;
- 3.5 The Grantee will, and will ensure that the Secondary Users will at all times in the exercise of the rights set out in this Deed not obstruct or hamper the Grantor or its agents, employees, and contractors in its or their use of the Grantor's Land;
- 3.6 In the event that the Grantor's roads and tracks are not of sufficient standard for the use to be made of them by the Grantee or the Secondary Users, then any necessary improvements and maintenance shall be at the sole cost of the Grantee;
- 3.7 The Grantee shall not, and shall ensure that the Secondary Users do not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee or the Secondary Users authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce on the Grantor's Land without the prior written approval of the Grantor;
- 3.8 Neither the Grantee nor the Secondary Users shall, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee or the Secondary Users authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor;
- 3.9 The Grantee and the Secondary Users shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee and the Secondary Users to conduct the activities permitted by this Deed. Without limiting the generality of the foregoing, the Grantee shall also comply with the obligations set out in the Second Schedule;
- 3.10 The Grantee acknowledges the existence of a certain Deed of Covenant between the Minister of Conservation and the Grantor made of or about even date of this Deed in relation to the Riverhead Ecological Area (being an area of 12.56 hectares more or less and being more particularly shown marked C on Deposited Plan 188812) and covenants not wilfully to act or omit to act in any way that may:
- a) directly or indirectly cause or give rise to a breach or default of any obligation to the Grantor under that Deed of Covenant; or
 - b) cause directly or indirectly the Grantor to suffer loss pursuant to that Deed of Covenant;
- 3.11 During periods of extreme fire risk, as determined by the Rural Fire Authority, the Grantee and Secondary Users shall comply with all reasonable safety precautions insisted upon by the Grantor as a condition of entry on to the Grantor's Land.

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4 GRANTOR'S RIGHTS

Notwithstanding clauses 2 and 3 above, the Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage provided that the Grantor shall make available, at the expense of the Grantee, keys to any locks fitted to any of the said gates.

5 COSTS

The Grantee shall be liable to the Grantor for any costs or expenses, including reasonable legal costs, incurred by the Grantor, arising from or incidental to enforcement of any provision in this Deed.

6 LICENCE

If the Grantee's Land is, or is to be, included in any Crown Forestry Licence:

- 6.1 the Grantee will ensure that that Crown Forestry Licence is subject to this Deed;
- 6.2 subject to Clause 6.3 and unless the context otherwise requires, all references in Clauses 3 and 4 to the Grantee shall be read as a reference to the Licensee; and
- 6.3 unless the context otherwise requires, all references to the Grantee in the Second Schedule and Clauses 3.1.5, 5, 8, and (insofar as Clause 9 applies to the Grantee) 9 shall be read as a reference to the Grantee and the Licensee;
- 6.4 the Grantee shall advise the Grantor of any grant or expiry of a Crown Forestry Licence over the Grantee's Land and of any change in Licensee under such Licence.

7 REGISTRATION

The parties shall take and do all such acts and things necessary to ensure that this Deed (or a Memorandum of Transfer Grant of Right of Way on substantially the same terms) is registered in the appropriate Land Titles Office.

8 DELEGATION

All rights, benefits, and obligations of the Grantor arising under this Deed may be exercised by a person duly appointed by the Grantor **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that person shall not limit the liability of the Grantor in the performance or observance of the provisions of this Deed.

15.8.  

9 NOTICES

- 9.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party.

9.1.1 The Grantor's Address as set out in paragraph 2 of the First Schedule.

9.1.2 The Grantee's address as set out at paragraph 4 of the First Schedule.

- 9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

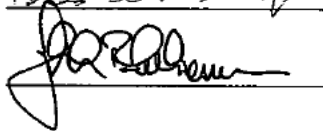
10 SEVERABILITY

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

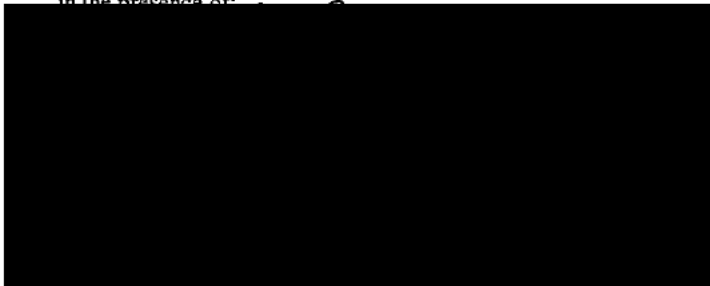
SIGNED for and on behalf of)
WATERCARE SERVICES LIMITED)
in the presence of:)

 Director

 Authorised Person
DIRECTOR

SIGNED for and on behalf of **HER MAJESTY**)
THE QUEEN by The Chief Executive of)
Crown Forestry Management Limited)
pursuant to a delegation from the Minister)
for State Owned Enterprises and the Minister)
of Finance under Section 10 of the Crown)
Forest Assets Act 1989)
in the presence of:)





FIRST SCHEDULE

1 GRANTOR'S LAND:

ALL THAT land containing 1046.9727 hectares more or less being Lot 1 DP 188812 comprised in Certificate of Title 118D/300 (North Auckland Registry)

2 GRANTOR'S ADDRESS:

Watercare Services Limited,
Level 18, ASB Bank Centre,
Corner Albert & Wellesley Streets,
Private Bag 92-521
Wellesley Street
AUCKLAND

3 GRANTEE'S LAND:

ALL THAT land containing 1983.5200 hectares more or less being Lot 2 DP 138519 and Lot 1 DP 138520 (North Auckland Registry) **SUBJECT TO** Crown Forestry Licence contained in C.356877.2 *100A/2*

4 GRANTEE'S ADDRESS:

Crown Forestry Management Limited,
PO Box 10-775,
WELLINGTON. Attention: The General Manager, Operations.

LICENSEE'S ADDRESS:

Carter Holt Harvey Limited,
640 Great South Road,
Manukau City,
PO Box 92-106
AUCKLAND.

RS SB Noel

SECOND SCHEDULE

SPECIFIC STATUTORY COMPLIANCE

1 Health and Safety in Employment Act 1992

1.1 Without limiting the generality of the clauses in the main body of this Deed, the Grantee undertakes that it shall comply at all times, at the Grantee's cost and expense, with the requirements and obligations imposed by the Health and Safety in Employment Act 1992 (including any amendments or any replacement Acts), its regulations, Codes of Practice and Guidelines (together "the Health and Safety Act") and the Grantee shall take all practicable steps (insofar as it is legally permissible) to ensure that any obligations imposed on the Grantor under the Health and Safety Act are at all times complied with.

1.2 In addition, the Grantee shall:

- (i) immediately notify the Grantor in the event that:
 - any person employed or engaged to perform any activity permitted by this Deed is harmed in any way; or
 - the Grantee and/or Grantor is or is likely to be in breach of the Health and Safety Act;
- (ii) do all acts and things as directed by the Grantor to ensure that the Grantee and/or the Grantor continue to comply with the Health and Safety Act and/or to remedy any breach of the Health and Safety Act, including, if so directed, carrying out in good faith and with all due diligence, any safety procedures;
- (iii) if requested by the Grantor, attend meetings on the land to review and monitor the health and safety procedures adopted by the Grantee in respect of any activity permitted by this Deed for the purposes of ensuring that the Grantee is complying with the provisions of this clause.

2 Resource Management Act 1991

2.1 The Grantee undertakes that it shall:

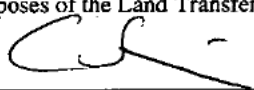
- 2.1.1 comply at all times, at the Grantee's cost and expense, with the Resource Management Act 1991 (including any amendments or replacement Acts) (the "Resource Management Act"); and

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- 2.1.2 obtain, maintain and comply with all consents required under the Resource Management Act for, or in connection with, the performance of any activity permitted by this Deed and, upon request, provide the Grantor with copies of such consents.
- 2.2 In addition, the Grantor may, in its sole discretion direct the Grantee to take steps, at the Grantee's cost and expense (unless otherwise agreed between the Grantee and the Grantor) to:
- (i) avoid, remedy or mitigate any adverse effect on the environment; and/or
 - (ii) remedy any breach of the Resource Management Act; and/or
 - (iii) otherwise comply with the Resource Management Act.
- 3 Building Act 1991**
- 3.1 The Grantee undertakes that it shall comply at all times, at the Grantee's cost and expense, with the requirements and obligations of the Building Act 1991 (including any amendments or replacement Act) and any regulations (together the "Building Act") and the terms and conditions of any building consents and shall do all acts and things as may be directed by the Grantor to ensure that the Grantee and/or the Grantor continue to comply with the Building Act or to remedy any breaches of the Building Act.
- 4 General Obligations**
- 4.1 The Grantee shall indemnify and keep indemnified the Grantor against any loss, liability or claim whatsoever suffered by the Grantor in respect of any breach of the Health and Safety Act, the Resource Management Act or the Building Act caused either directly or indirectly by any act or omission by the Grantee, the Secondary Users or any person under the control of the Grantee.

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Correct for the purposes of the Land Transfer Act 1952


Solicitor for the Grantee

Between: WATERCARE SERVICES LIMITED
(Grantor)

and

HER MAJESTY THE QUEEN
(Grantee)

District/Assistant _____
Land Registrar

of the District of

GRANT OF EASEMENT OF RIGHT OF WAY

The Chief Executive of Crown Forestry Management Limited, pursuant to a delegation from the Minister for State Owned Enterprises and the Minister of Finance under Section 10 of the Crown Forest Assets Act 1989 hereby applies to have this Grant of Easement of Right of Way registered pursuant to Section 8A(2) of the Crown Forest Assets Act 1989

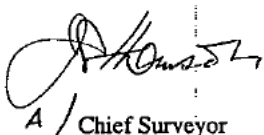
I hereby certify, pursuant to Section 8A(2) of the Crown Forest Assets Act 1989 that the land described in this Grant of Easement of Right of Way is correctly described.

Dated this 23rd day of August 2000.

Dated this 9 day of September 2000

SIGNED by

in the presence of:


A / Chief Surveyor
Auckland Land District

1031 21 DEC 00 D 56866415
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
11/8/2000
1004/2
CHIEF REGISTRAR GENERAL

LINZ COPY

