

COPY

Ngakawau-Hector Domain Reserve Board
Licence to Occupy

AN AGREEMENT made this 6 day of May 2019 BETWEEN THE
NGAKAWAU/HECTOR RESERVE BOARD (hereinafter called the "Licensor") of
the one part and **BT Mining Ltd** (hereinafter called "the Licensee") of the other part.

WHEREBY IT IS AGREED as follows: -

1. THE Licensor hereby grants to the Licensee the right to enter upon and occupy the land described in the schedule hereto.
2. THE Licensee shall so long as he continues to occupy the said land under this licence pay to the Licensor a licence fee, which shall be reviewed annually. The fee for the first year shall be **\$1150 GST inclusive** which sum is to fall due on the date of this agreement.
3. THE licence shall commence on the date of this agreement and may be terminated by the Licensor by one months' notice in writing to the Licensee.
4. THE Licensee may terminate this licence by one months' notice in writing to the Licensor provided however that such notice shall only take effect if the Licensee shall have paid all local authority rates and licence fees fall due before the expiration of the notice.
5. THE Licensee shall make prompt payment of the licence fee hereinbefore provided.
6. THE licensee shall not assign, mortgage, charge, grant any lien, or otherwise dispose or part with the possession of the whole or any part of the said land without the prior consent in writing of the Licensor.
7. THE Licensee shall use and manage the said land in a good and husbandlike manner and not impoverish or waste the soil thereof.
8. THE Licensee shall keep the said land free from gorse, broom, noxious weeds, rabbits and other vermin to the standard pertaining at the commencement of this licence.
9. THE Licensee shall not break up or crop any part of the said land, nor cut down any trees or bush, without the prior written consent of the Licensor.
10. THE Licensee shall not erect any buildings on the said land without the prior consent of the Licensor.
11. THE Licensee shall pay all rates and other charges which may be lawfully imposed on him as occupier of the said land.
12. THE Licensee shall keep all buildings, fences, gates, drains, and other improvements now or hereafter upon the said land in good order, condition and repair to the standard pertaining at the commencement of this licence.
13. THE Licensee shall not use the land or allow it to be used by any noisome, noxious, illegal or offensive trade or business.
14. THE Licensee shall not in any way restrict any public right of access, which may exist over the land unless for the purposes of Health & Safety.
15. THE Licensee agrees with the Licensor that the Licensee will not require the Licensor to contribute to the cost of erection or maintenance of any fence enclosing the said land.

AND IT IS HEREBY AGREED AND DECLARED as follows: -

- (A) In the event of a breach of any of the conditions of this licence or in the event of the whole or any portion of the said land being required for settlement, reservation, sale or other purpose this licence may be determined by the Licensor (in respect of the whole or any portion of the land) upon the Licensor giving to the Licensee one calendar month's notice in writing of the intention so to determine.
- (B) Upon the expiration or sooner determination of this licence either as to whole or any part of the said land the Licensee shall not be entitled to compensation for any improvement effected by him/her but he/she may within such time as the Licensor shall determine remove all buildings, enclosures, fencing or other improvements effected or purchased by him/her and should this licence be determined as to part of the said land only then the Licensor shall make such adjustments to the licence fee as it shall reasonably think fit.

Schedule

1. The area as set out below:

Part Sec 13, BLK I, Ngakawau Survey District
Approx. 14.4ha

As shown in the attached plan

SIGNED by the said BT Mining Ltd (authorised company signatory)

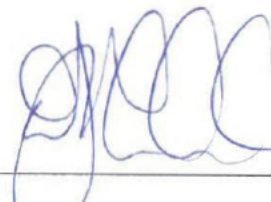
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And the Ngakawau/Hector Domain Reserve Board

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in the presence of:-

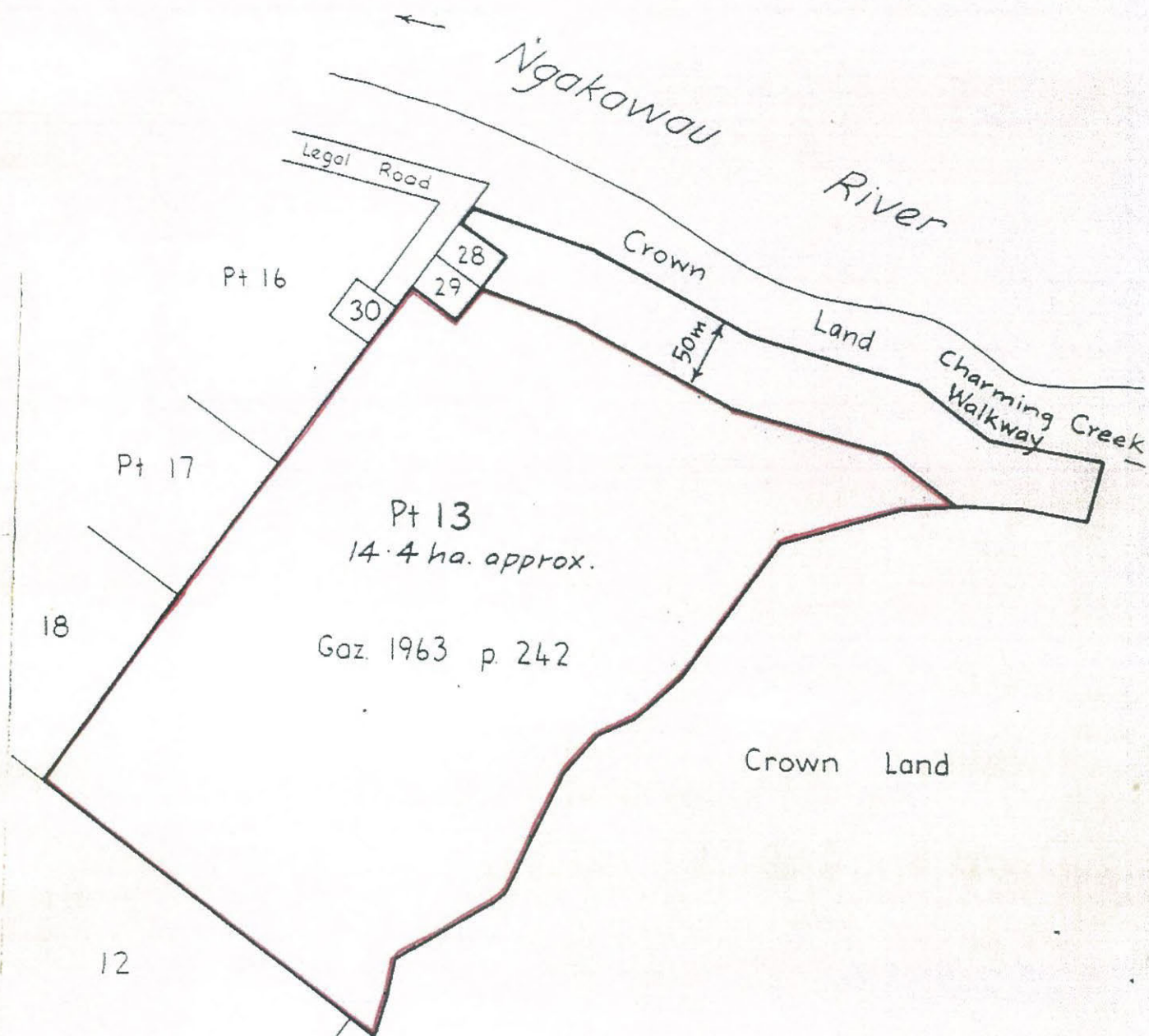
Witness:

 DGM P. BBS

Occupation:

Address:





PLAN OF
Part Ngakawau ~ Hector Domain



Search



- West Coast Region
1 of 2

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