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Our Ref: 202300701

13 November 2023

**TO:** Evolution Healthcare NZ Limited

**CC BY EMAIL:** Tessa Baker

## **CONSENT FOR YOU TO ACQUIRE 482 & 491 STATE HIGHWAY 16; 554 & 544/2 SWANSON ROAD AND 15 TIRIMOANA ROAD**

1. We<sup>1</sup> have now considered, and approved, your application for consent to acquire a leasehold interest in approximately 5.4981 hectares comprised of:
  - approximately 4.0721 hectares at 482 State Highway 16, Kumeū, Auckland;
  - approximately 0.9364 hectares at 491 State Highway 16, Kumeū, Auckland;
  - approximately 0.3895 hectares at 554 and 544/2 Swanson Road, Rānui, Auckland; and
  - approximately 0.1001 hectares at 15 Tirimoana Road, Te Atatū South, Auckland.
2. We enclose a copy of the decision. You will see it contains some important details of the consent you have been given, and of the conditions you must meet.
3. These include standard conditions that apply to all overseas people who are given consent to acquire sensitive New Zealand land. They also include special conditions that apply only to you and were important considerations that particularly influenced our decision to give consent.
4. The conditions are about the things you must do in order to be allowed to acquire, and keep, the land. They also require you to provide information to us either regularly or when particular events occur.
5. **Please read the conditions carefully and make sure you put processes in place so you can meet them. This is important because if you do not meet the conditions, you may be required to dispose of the land and/or be subject to fines or other penalties.**
6. You can find information about these penalties and how we monitor and enforce them on our website at: <http://www.linz.govt.nz/regulatory/overseas-investment/enforcement>.
7. Your legal advisers can advise you about the conditions and about the consequences of failing to comply with them, but only you are responsible for complying with them.

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<sup>1</sup> Your consent has been granted either by the Associate Minister of Finance and the Minister of Land Information, or by a manager at the Overseas Investment Office, acting under delegated authority from the Chief Executive of Land Information New Zealand.

8. We look forward to hearing about the progress of your investment.

Yours sincerely

S9(2)(a)

Heidi Hughes  
Matanga Ture Kiritaki / Customer Regulatory Specialist - Assessment  
Overseas Investment  
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## Consent for Overseas Person to Acquire Sensitive New Zealand Land

**Read this consent carefully - you must comply with all the conditions. If you do not, you may be required to dispose of the land and/or be subject to fines or other penalties.**

### Consent

**Decision date:** 13 November 2023

The following people have been given the following consent:

|                         |  |
|-------------------------|--|
| <b>Case</b>             | 202300701  |
| <b>Consent</b>          | The Consent Holder may acquire the interest in the Land subject to the Conditions set out below.   |
| <b>Consent holder/s</b> | Evolution Healthcare NZ Limited (company number 415017)<br>We will also refer the Consent holder as <b>you</b> .   |
| <b>Land</b>             | A leasehold interest in a total of approximately 5.4981 hectares at: <ul style="list-style-type: none"> <li>a) 482 State Highway 16, Kumeū (record of title NA21B/1165)</li> <li>b) 491 State Highway 16, Kumeū (record of title 598302)</li> <li>c) 544 Swanson Road and 544/2 Swanson Road, Rānui (record of title NA38D/458)</li> <li>d) 15 Tirimoana Road, Te Atatū South (record of title NA99A/463)</li> </ul> |
| <b>Timeframe</b>        | You have until 30 November 2024 to acquire the Land.   |

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## Definitions

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**Act** means Overseas Investment Act 2005.

**Approved Incidental Residential Use** means patient accommodation and rehabilitation services in the ordinary course of the Relevant Business.

**Regulations** means Overseas Investment Regulations 2005.

**Relevant Business** means the rehabilitation health service operated by ABI Rehabilitation New Zealand Limited (company number 806138).

Any term or expression that is defined in the Act or Regulations and used, but not defined, in this consent has the same meaning as in the Act or Regulations.

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## Special conditions

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You must comply with the following **special conditions**. These apply specifically to this Consent and include conditions that we must impose under the Act:

| Details  | Required date |
|--|---------------|
| <b>Special condition 1 – Use for the Land for Incidental Residential Use Purpose</b>                                     |               |
| You must use the Land for the Incidental Residential Use Purpose in support of the Relevant Business.                    | At all times. |
| If you do not comply with this condition, Standard Condition 6 will apply and we may require you to dispose of the Land. |               |

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## Standard conditions

You must also comply with the **standard conditions** set out below. These apply to all overseas people who are given consent to acquire sensitive New Zealand land, including you:

| Details   | Required date   |
|---|---|
| <b>Standard condition 1: Acquire the land</b>   |   |
| <p>You must acquire the Land:</p> <ol style="list-style-type: none"> <li>1. by the date stated in the Consent.<br/>If you do not, your Consent will lapse or become invalid and you must not acquire the Land, and</li> <li>2. using the acquisition, ownership, and control structure you described in your application.<br/>Note, only you - the named Consent Holder - may acquire the Land, not your subsidiary, trust, or other entity.</li> </ol>   | As stated in the Consent  |
| <b>Standard condition 2: Tell us when you acquire the Land</b>  |   |
| <p>You must tell us in writing when you have acquired the Land. Include details of:</p> <ol style="list-style-type: none"> <li>1. the date you acquired the Land (<b>Settlement</b>),</li> <li>2. consideration paid (plus GST if any),</li> <li>3. the structure by which the acquisition was made and who acquired the Land, and</li> <li>4. copies of any transfer documents and Settlement statements.</li> </ol>   | As soon as you can, and no later than two months after Settlement |
| <b>Standard condition 3: Allow us to inspect the Land</b>   |   |
| <p>Sometimes it will be helpful for us to visit the Land so we can monitor your compliance with the Conditions. We will give you at least two weeks' written notice if we want to do this. You must then:</p> <ol style="list-style-type: none"> <li>1. Allow a person we appoint (<b>Inspector</b>) to: <ol style="list-style-type: none"> <li>a. enter onto the Land, including any building on it, other than a dwelling, for the purpose of monitoring your compliance with the Conditions (<b>Inspection</b>),</li> <li>b. remain there as long as is reasonably required to conduct the inspection,</li> <li>c. gather information,</li> <li>d. conduct surveys, inquiries, tests, and measurements,</li> <li>e. take photographs and video records, and</li> </ol> </li> </ol> | At all times  |

| Details  | Required date                           |
|--|---|
| <p>f. do all other things reasonably necessary to carry out the Inspection.</p> <p>2. Take all reasonable steps to facilitate an Inspection including:</p> <ul style="list-style-type: none"> <li>a. directing your employees, agents, tenants, or other occupiers to permit an Inspector to conduct an Inspection,</li> <li>b. being available, or requiring your employees, agents, tenants, or other occupiers to be available, at all reasonable times during an Inspection to facilitate access onto and across the Land. This includes providing transport across the Land if reasonably required.</li> </ul> <p>During an Inspection:</p> <ul style="list-style-type: none"> <li>a. we will not compel you and your employees, agents, tenants, or other occupiers to answer our questions or to let us look at, copy or take away documents,</li> <li>b. our Inspector will comply with any reasonable instruction and co-operate with any reasonable health and safety policy or procedure you notify to us before the Inspection.</li> </ul> |   |
| <b>Standard condition 4: Remain not unsuitable to Invest in New Zealand</b>  |   |
| <p>You, and to the extent that you are not an individual, the Individuals Who Control You must remain not unsuitable to own or control the Assets in accordance with section 18A(1) of the Act.</p> <p>The <b>Individuals Who Control You</b> are individuals who:</p> <ul style="list-style-type: none"> <li>a. are members of your governing body</li> <li>b. directly or indirectly, own or control more than 25% of you or of a person who itself owns or controls more than 25% of you, and</li> <li>c. are members of the governing body of the people referred to in paragraph (b) above.</li> </ul>  | At all times                            |
| <b>Standard condition 5: Tell us about changes that affect you, the people who control you, or people you control</b>  |   |
| <p>You must tell us in writing if any of the following events happens to any of the Consent holders:</p> <ul style="list-style-type: none"> <li>1. You become aware that you and/or any Individual Who Controls you establishes any of the investor test factors listed in section 18A(4) of the Act.</li> <li>2. You cease to be an overseas person or dispose of all or any part of the Asset.</li> </ul>  | Within 20 working days after the change |

| Details   | Required date   |
|---|---|
| 3. Your New Zealand Service Address changes. This is the address you provided us in your application as the address which we will send any legal document we need to serve on you.  |   |
| <b>Standard condition 6: Dispose of your leasehold interest in the Land if you do not comply with key special conditions</b>  |   |
| If all or part of this Standard Condition 6 applies to a special condition, we have said so in that special condition. If we consider you have failed to comply with one of those special conditions in a material way we may require you to dispose of your leasehold interest in the Land. We will give you written notice if we require you to dispose of your leasehold interest in the Land. After we have given you notice, you must: |   |
| <b>Dispose of the interest in Land:</b> dispose of your leasehold interest in the Land to a third party who is not your associate.  | Within six months of our notice   |
| <b>Report disposal to us:</b> send us, in writing, evidence of the following: <ol style="list-style-type: none"> <li>a. that you have disposed of your leasehold interest in the Land, and</li> <li>b. that the purchaser is not your associate.</li> </ol>   | Within one month after your leasehold interest in the Land has been disposed of |

### Reporting conditions

We need information from you about how your investment plan is tracking so we can monitor your progress against the Conditions.

In addition to Settlement reporting (as set out in Standard Condition 2), you must provide LINZ with reports detailing the progress of the investment. The reports must:

1. be submitted via our [Webform](#) by these dates:
  - a. 31 December 2024
2. contain information about your progress in implementing the special conditions (which can include photographs, maps or aerial imagery as evidence of compliance with relevant conditions),
3. follow the format of the template annual report published on our website

If requested in writing by LINZ, the Consent Holder must provide a written report within 20 working days (or such other timeframe as specified) on any matter relating to its compliance with:

- a. the representations and plans made or submitted in support of the application and notified by the regulator as having been taken into account when the Consent was granted, or
- b. the conditions of this Consent.

**Power to vary reporting date**

The dates on which reports are due to be provided may be changed by agreement between LINZ and the Consent Holder, provided that this power may not be used to give a time extension for an individual report.

**Power to narrow scope of reports**

LINZ may temporarily or permanently waive the requirement to report on a particular matter.

**Power not to require further reporting**

LINZ may waive the requirement to submit a report and may waive the requirement for future reporting.

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