

## **Crown Pastoral Land Tenure Review**

**Lease name : BRAEMAR**

**Lease number : PT 121**

### **Substantive Proposal - Part 2**

The report attached is released under the Official Information Act 1982.

**July**

**11**

**Appendix 6: Form of Access Rights to Meridian Energy shown marked in dashed green and labelled "m1-m2-m3" on Plan 1 of 3**

---

*DM*  
*CPM*



## View Instrument Details

Toitu te  
**Land whenua**  
**Information**  
New Zealand



Instrument No. 8063818.1  
Status Registered  
Date & Time Lodged 19 Feb 2009 15:54  
Lodged By Muller, Stephanie Elizabeth  
Instrument Type Notice of Access Rights under Crown Minerals Act 1991

---

Affected Computer Registers	Land District
CB20A/1362	Canterbury
CB632/55	Canterbury
CB7B/480	Canterbury
CB9F/1083	Canterbury

---

**Annexure Schedule:** Contains 36 Pages.

---

### Signature

Signed by Stephanie Elizabeth Muller as Permit Holder/Applicant Representative on 19/02/2009 03:52 PM

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

A handwritten signature in black ink, appearing to be "SM", located in the bottom right corner of the page.

**Notice to Registrar-General of Land of access arrangement  
for purposes of section 83(1) of Crown Minerals Act**

To the Registrar-General of Land

**Meridian Energy Limited** of 25 Sir William Pickering Drive, Christchurch, being the holder of **permit 41 868**, gives notice under section 83 of the Crown Minerals Act 1991 of an access arrangement (within the meaning of section 2(1) of that Act) with the following.

Land owner: Note: Her Majesty the Queen in right of New Zealand acting by and through the Minister for Land Information is separately granting an access arrangement as land owner to Meridian Energy Limited for mining purposes.

And

Land occupier: **Braemar Station Limited**

Description of land:

- 15,216.1801 hectares being Run 331 being comprised in Computer Interest Register CB7B/480; and
- That part of Rural Section 33277, Part Rural Section 33298, Rural Section 33355, Part Rural Section 33297, Part Rural Section 33306, Part Rural Section 33307 and Part Rural Section 33308 comprised in Computer Freehold Registers CB20A/1362, CB9F/1083 and CB632/55 within 50 metres either side of the dashed blue line marked "Proposed Haul Road Route" on the plan annexed to the access arrangement as Annexure 2.

**Details of arrangement**

Date access arrangement commenced: 7 March 2005

Duration of access arrangement: 10 years

Permit duration: 10 years commencing on 7 March 2005

**Authorised signature**

We being the persons authorised to sign on behalf of the permit holder declare that the information given in this notice is true and correct.





**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, Hamish Liddell Cuthbert, Senior Legal Counsel (RMA), of Christchurch, certify that:

- 1 By power of attorney dated 3 June 2008 (*Power of Attorney*), Meridian Energy Limited appointed each of the persons from time to time holding the office of Chief Executive, General Counsel, Assistant General Counsel, Senior Legal Counsel (RMA), Enterprise Services Director and Growth and Development Director, or such other office with the Company howsoever designated as may from time to time replace or succeed any such office (each being an *Attorney*) to be its attorneys to act jointly with at least one other attorney of Meridian Energy Limited (whether or not appointed under the *Power of Attorney*) on the terms and subject to the conditions set out in the *Power of Attorney*.
- 2 The *Power of Attorney* has been deposited with the Land Registry Office under number 7842142.1.
- 3 I am the Senior Legal Counsel (RMA) of Meridian Energy Limited.
- 4 At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution (however occurring) of Meridian Energy Limited or otherwise.
- 5 The annexed document will, on execution, comply with all conditions and restrictions set out in the *Power of Attorney* and I am authorised by the *Power of Attorney* to execute the annexed document.

---

Hamish Liddell Cuthbert  
Senior Legal Counsel (RMA)

Date: 4 February 2009.

Handwritten signatures in the bottom left corner of the page.

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**


I, Kenneth Alexander Smales, Growth and Development Director, of Christchurch, certify that:

- 1 By power of attorney dated 3 June 2008 (*Power of Attorney*), Meridian Energy Limited appointed each of the persons from time to time holding the office of Chief Executive, General Counsel, Assistant General Counsel, Senior Legal Counsel (RMA), Enterprise Services Director and Growth and Development Director, or such other office with the Company howsoever designated as may from time to time replace or succeed any such office (each being an *Attorney*) to be its attorneys to act jointly with at least one other attorney of Meridian Energy Limited (whether or not appointed under the Power of Attorney) on the terms and subject to the conditions set out in the Power of Attorney.
- 2 The Power of Attorney has been deposited with the Land Registry Office under number 7842142.1.
- 3 I am the Growth and Development Director of Meridian Energy Limited.
- 4 At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution (however occurring) of Meridian Energy Limited or otherwise.
- 5 The annexed document will, on execution, comply with all conditions and restrictions set out in the Power of Attorney and I am authorised by the Power of Attorney to execute the annexed document.



\_\_\_\_\_  
Kenneth Alexander Smales  
Growth and Development Director

Date: 9/02/09



Meridian Energy Limited (Meridian) and Braemar Station Limited (Lessee), being parties to an access arrangement (within the meaning of section 2(1) of the Crown Minerals Act 1991) dated 7 March 2005 (Access Arrangement):

- 1 acknowledge the Access Arrangement contemplates Her Majesty the Queen as a party;
- 2 acknowledge Her Majesty the Queen in right of New Zealand acting by and through the Minister for Land Information is separately granting an access arrangement as land owner to Meridian for mining purposes;
- 3 acknowledge and agree that the Access Arrangement is in full force and effect, and Meridian and the Lessee each have all the rights and powers and are subject to all the obligations as set out in the Access Arrangement, although not entered into by Her Majesty the Queen, but with all necessary modifications.

Braemar Station Limited as Lessee by:

[Signature]  
Director

[Signature]  
Director

Meridian Energy Limited by its attorneys:

[Signature]  
Attorney Hanish Liddell Cuthbert

[Signature]  
Attorney

In the presence of:

[Signature]

Name:

Occupation:

Address:

<p>Roseanne Maree Hohepa Land &amp; Property Advisor Christchurch</p>
---

[Handwritten initials]



Meridian Energy Limited (Meridian) and Braemar Station Limited (Lessee), being parties to an access arrangement (within the meaning of section 2(1) of the Crown Minerals Act 1991) dated 7 March 2005 (Access Arrangement):

- 1 acknowledge the Access Arrangement contemplates Her Majesty the Queen as a party;
- 2 acknowledge Her Majesty the Queen in right of New Zealand acting by and through the Minister for Land Information is separately granting an access arrangement as land owner to Meridian for mining purposes;
- 3 acknowledge and agree that the Access Arrangement is in full force and effect, and Meridian and the Lessee each have all the rights and powers and are subject to all the obligations as set out in the Access Arrangement, although not entered into by Her Majesty the Queen, but with all necessary modifications.

**Braemar Station Limited as Lessee by:**

**Meridian Energy Limited by its attorneys:**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Attorney *Wendy Liddell* *Cathcart*

\_\_\_\_\_  
Director

*K. A. Smith*  
\_\_\_\_\_  
Attorney *Kenneth Alexander Smith*

In the presence of:

*Roseanne Maree Hohepa*  
\_\_\_\_\_

Name:

Occupation:

Address:

<p>Roseanne Maree Hohepa Land &amp; Property Advisor Christchurch</p>
---

*Roseanne Maree Hohepa*

**CERTIFICATE OF NON-REVOCAION OF POWER OF ATTORNEY**

I, Hamish Liddell Cuthbert, Senior Legal Counsel (RMA), of Christchurch, certify that:

- 1 By power of attorney dated 3 June 2008 (*Power of Attorney*), Meridian Energy Limited appointed each of the persons from time to time holding the office of Chief Executive, General Counsel, Assistant General Counsel, Senior Legal Counsel (RMA), Enterprise Services Director and Growth and Development Director, or such other office with the Company howsoever designated as may from time to time replace or succeed any such office (each being an *Attorney*) to be its attorneys to act jointly with at least one other attorney of Meridian Energy Limited (whether or not appointed under the *Power of Attorney*) on the terms and subject to the conditions set out in the *Power of Attorney*.
- 2 The *Power of Attorney* has been deposited with the Land Registry Office under number 7842142.1.
- 3 I am the Senior Legal Counsel (RMA) of Meridian Energy Limited.
- 4 At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution (however occurring) of Meridian Energy Limited or otherwise.
- 5 The annexed document will, on execution, comply with all conditions and restrictions set out in the *Power of Attorney* and I am authorised by the *Power of Attorney* to execute the annexed document.

\_\_\_\_\_  
Hamish Liddell Cuthbert  
Senior Legal Counsel (RMA)

Date: 4 February 2009.

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, Kenneth Alexander Smales, Growth and Development Director, of Christchurch, certify that:

- 1 By power of attorney dated 3 June 2008 (*Power of Attorney*), Meridian Energy Limited appointed each of the persons from time to time holding the office of Chief Executive, General Counsel, Assistant General Counsel, Senior Legal Counsel (RMA), Enterprise Services Director and Growth and Development Director, or such other office with the Company howsoever designated as may from time to time replace or succeed any such office (each being an *Attorney*) to be its attorneys to act jointly with at least one other attorney of Meridian Energy Limited (whether or not appointed under the *Power of Attorney*) on the terms and subject to the conditions set out in the *Power of Attorney*.
- 2 The *Power of Attorney* has been deposited with the Land Registry Office under number 7842142.1.
- 3 I am the Growth and Development Director of Meridian Energy Limited.
- 4 At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution (however occurring) of Meridian Energy Limited or otherwise.
- 5 The annexed document will, on execution, comply with all conditions and restrictions set out in the *Power of Attorney* and I am authorised by the *Power of Attorney* to execute the annexed document.



\_\_\_\_\_  
Kenneth Alexander Smales  
Growth and Development Director

Date: 9/02/09



---

## Access arrangement – Braemar Station

---

Her Majesty the Queen

Braemar Station Limited

Meridian Energy Limited

AXW194853.01

 **Chapman Tripp**  
Barristers & Solicitors NEW ZEALAND

*RM*  
*CSM*

**TABLE OF CONTENTS**

**PARTIES** ..... 1

**BACKGROUND**..... 1

**TERMS OF THIS AGREEMENT**..... 1

1 **DEFINITIONS AND INTERPRETATION** ..... 1

2 **GRANT OF ACCESS FOR MINING** ..... 4

3 **RIGHTS OF ACCESS NEED NOT BE EXERCISED**..... 4

4 **ACCESS ARRANGEMENTS** ..... 5

5 **MERIDIAN'S OBLIGATIONS** ..... 5

6 **INDEMNITY** ..... 6

7 **LAND OWNER'S AND LESSEE'S COVENANTS** ..... 7

8 **TERM** ..... 8

9 **ACTION ON TERMINATION OF AGREEMENT**..... 8

10 **ASSIGNMENT**..... 9

11 **NOTICE TO AUTHORITIES** ..... 9

12 **COSTS** ..... 9

13 **WAIVER**..... 10

14 **NOTICES**..... 10

15 **DISPUTE RESOLUTION**..... 11

16 **CONDITION** ..... 11

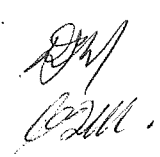
**EXECUTION** ..... 12

**SCHEDULE 1 - DESCRIPTION OF LAND AND ACCESS LAND** ..... 14

**SCHEDULE 2 - TERMS AND CONDITIONS OF OPERATIONS**..... 15

**SCHEDULE 3 - ACCESS RIGHTS AND OBLIGATIONS** ..... 21

AXW194863.01



ANNEXURE 1 - PLAN OF LAND SHOWING POTENTIAL BORROW SITE..... 22

ANNEXURE 2 - PLAN OF LAND SHOWING ACCESS LAND AND LOCATION OF  
DEER FENCING TO BE CONSTRUCTED..... 23

AXW194863.01

*DM*  
*CSM*

*Date:*

**PARTIES**

**Her Majesty the Queen** (*Land Owner*)

**Braemar Station Limited** (*Lessee*)

**Meridian Energy Limited** (*Meridian*)

**BACKGROUND**

- A The Land Owner is the owner of the Land. The Lessee is the lessee of the Land under Pastoral Lease P121 for which Computer Interest Register CB7B/480 has been issued.
- B The Lessee owns the Access Land.
- C Meridian intends to obtain a mining permit pursuant to the Act in relation to all or part of the Potential Borrow Site on the Land.
- D The Act requires the holder of a mining permit to enter into access arrangements with the owner and any occupier of the land in relation to which the mining permit is granted prior to accessing and conducting any mining operations on that land.
- E The Lessee is the sole Occupier of the Land and the Access Land.
- F The Land Owner and the Lessee have agreed to allow Meridian access to the Land and the Access Land. The parties enter into this Agreement to set out the terms on which Meridian may access the Land and the Access Land.

**TERMS OF THIS AGREEMENT**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, unless a contrary intention appears:

*Access Arrangement* means an arrangement with the Land Owner and/or any Occupier of all or any part of the Land or the Access Land entered into by way of agreement in accordance with the Act to provide access to all or any part of the Land or the Access Land;

*Access Land* means the land described as such in Schedule 1;

*Access Payment* means any access payment payable by Meridian in accordance with clause 7 of this Agreement;

*Act* means the Crown Minerals Act 1991;

*Authority* means the government, any department or agency of the government, any statutory or regulatory agency or authority, and any local government entity having jurisdiction or authority over or in respect of the Permit Area and the Land and the Access Land or the use or occupation of the Permit Area and the Land and the Access Land;

*Borrow Material* means the material extracted and removed, or to be extracted and removed, from the Permit Area by the Operations;

*Consent* means any approval, consent, licence, permit or other authority relating to any of the matters provided for or contemplated by this Agreement, including the Operations;

*Improvement* means any building or other structure, road, track, access way, culvert, bridge, irrigation work, water race, fence, or gate, on the Land or the Access Land;

*Land* means the land described as such in Schedule 1;

*Land Owner* means Her Majesty the Queen together with her successors, and unless the context otherwise requires includes employees, contractors and agents of the Land Owner;

*Lessee* means Braemar Station Limited together with its executors, administrators, successors and assigns, and unless the context otherwise requires includes the employees, contractors and agents of the Lessee;

*Meridian* means Meridian Energy Limited together with its successors and permitted assigns, and unless the context otherwise requires includes the employees, contractors, agents and invitees of Meridian;

*Mining and Mining Operations* have the same meanings as defined in the Act;

*Mining Period* means the period determined in accordance with clause 2.2;

*Mining Period Commencement Date* means the first anniversary of the day that Meridian gives the Land Owner and the Lessee notice that Meridian wishes to exercise its rights under a Mining Permit and commence Mining Operations within a Permit Area;

*Mining Period Termination Date* means the date that Meridian advises the Land Owner and the Lessee that Meridian has ceased to carry out Mining Operations on the Potential Borrow Site and has completed the Site Restoration;

*DJM*  
*COM*



*Mining Permit* means any mining permit issued to Meridian pursuant to the Act in respect of all or any part of the Potential Borrow Site;

*Occupier* has the meaning as defined in the Act;

*Operations* means any actions of Meridian provided for or contemplated by this Agreement including operations undertaken by Meridian pursuant to or in relation to the actions provided for or required under a Mining Permit and any Resource Consents;

*Permit Area* means all the land within the Potential Borrow Site;

*Potential Borrow Site* means the area of the Land outlined in green on the plan annexed to this Agreement as Annexure 1;

*Resource Consents* means any consents required by Meridian to conduct Operations on the Land or the Access Land pursuant to the Resource Management Act 1991 and any relevant district or regional plan;

*Site Restoration* means any restoration works necessary to comply with clause 18 of Schedule 2;

*Term* means the period commencing on the date this Agreement is signed by all parties and ending on the date that this Agreement terminates or is determined in accordance with clause 8; and

*Working Day* means a day, other than a Saturday or Sunday, a national statutory holiday, any anniversary day observed in the area where the Land is situated and any day in the period commencing on 24 December in one year and ending on 5 January in the following year.

1.2 In this Agreement:

*Clauses, schedules* - references to clauses and schedules are to clauses and schedules of this Agreement;

*Headings* - headings appear as a matter of convenience and do not affect the construction of this Agreement;

*Negative obligations* - a reference to a prohibition against doing any thing includes a reference to not permitting, suffering or causing that thing to be done;

*No contra proferentem construction* - the rule of construction known as the contra proferentem rule does not apply to this Agreement;

*Person* – a reference to a person includes a legal entity and also a body of persons, whether corporate or unincorporate; and

*Singular, plural and gender* – the singular includes the plural and vice versa, and words importing one gender include the other gender and the neuter.

## 2 GRANT OF ACCESS FOR MINING

- 2.1 The Land Owner and the Lessee grant Meridian access to the Land and the Access Land (as applicable) during the Mining Period for the purpose of conducting Operations, including Mining on the Potential Borrow Site but not on the Access Land, on the terms set out in this Agreement.
- 2.2 The Mining Period shall be for the period commencing on the Mining Period Commencement Date and ending on the Mining Period Termination Date unless determined earlier in accordance with clauses 8.2 and 8.3.
- 2.3 Meridian will undertake Mining between late January and the end of April each year. It is Meridian's intention to stockpile sufficient material during this period to meet the needs of a comprehensive shoreline protection programme. In the event of an emergency or unusual event Meridian may elect to access the Land and the Access Land to secure additional material and undertake Mining on the Potential Borrow Site to augment existing stockpiles. In such circumstances, Meridian will liaise with the Lessee prior to accessing the Land to undertake Mining on the Access Land.
- 2.4 Meridian will prior to 15 December in each year provide to the Lessee Meridian's assessment of the likely timetable and nature of activities for the Mining and other works to be undertaken under this Agreement in the following calendar year. Meridian shall use all reasonable endeavours to keep the Lessee advised of changes to that proposed timetable and intended nature of activities for the Mining and other works to be undertaken under this Agreement made from time to time in order to assist the Lessee to plan its farming and other activities undertaken now or in the future. The parties agree that the timetable, description of nature of activities, and advice of changes, are indicative only and do not limit or otherwise affect the rights and obligations of the parties under this Agreement.

## 3 RIGHTS OF ACCESS NEED NOT BE EXERCISED

The Land Owner and the Lessee acknowledge that the grants of access under clause 2 shall not oblige Meridian to undertake any of the actions permitted by that clause or otherwise exercise all or any of its rights under that clause.



**4 ACCESS ARRANGEMENTS**

- 4.1 Meridian will provide to the Land Owner and the Lessee a copy of the relevant Mining Permit before Meridian commences any Mining.
- 4.2 Meridian will notify in writing the Land Owner and the Lessee of the areas of the Potential Borrow Site of which Meridian requires exclusive possession for the purposes of conducting Operations from time to time. The areas so notified will include any areas on which Meridian is conducting Mining or on which Meridian has conducted Mining but has not yet completed Site Restoration. Meridian's notice will describe the locations of the areas of which Meridian has exclusive possession and the size of those areas at the time of each notice. Meridian will have exclusive possession of the areas so nominated.
- 4.3 The Land Owner and the Lessee will have a right of access to any part of the Potential Borrow Site of which Meridian has exclusive possession to inspect the Operations to determine compliance by Meridian with the terms of this Agreement. The Land Owner and the Lessee will exercise this right of access under the supervision of Meridian and strictly in accordance with all directions given by Meridian for the purposes of preserving health and safety, to minimise disruption to the Operations, or to otherwise ensure compliance with the relevant Mining Permit or Resource Consents or any applicable law. The Land Owner and the Lessee will be entitled to exercise their right of inspection using, or accompanied by, the Land Owner's or the Lessee's nominated employees, agents or contractors.
- 4.4 Meridian will have a right of access over any part of the Land and the Access Land, including for the passage of persons, vehicles, plant, machinery, equipment, fuel and Borrow Material, or to undertake any action provided for or contemplated in this Agreement. Meridian may effect Improvements on the Land and the Access Land to facilitate such access including the construction of roads, tracks, access ways, culverts, fords, bridges or conveyors for the carriage of material.
- 4.5 Meridian acknowledges that it has no right to undertake any Mining on the Access Land and agrees that it will not undertake any Mining on the Access Land.

**5 MERIDIAN'S OBLIGATIONS**

Meridian will:

- (a) comply with the Mining Permit and all Resource Consents;
- (b) comply with the terms and conditions of operation set out in Schedules 2 and 3;

- (c) observe and comply with the provisions of all licences, requisitions and notices, statutes, ordinances, regulations and by-laws governing the actions taken or provided for under this Agreement;
- (d) prior to commencing any operations identify in consultation with the Lessee any conservation feature rock formations and ensure at all times that no detriment or damage is caused to such formation during the term and during any site restoration period referred to in this Agreement;
- (e) not make any additions or alterations to any of the Land Owner's or the Lessee's buildings or Improvements on the Land or the Access Land without the prior written consent of the Land Owner or the Lessee (as applicable) which shall not be unreasonably withheld and which may be given subject to reasonable conditions; and
- (f) not call upon the Land Owner or the Lessee to contribute towards the cost of the erection, maintenance or repair of any fences that Meridian is obliged, or determines, to erect.

**6 INDEMNITY**

6.1 Meridian will keep the Land Owner and the Lessee indemnified against all claims, actions, losses and expenses of any nature which the Land Owner or the Lessee may suffer or incur or for which the Land Owner or the Lessee may become liable in respect of or arising out of or in connection with:

- (a) any accident or damage to property or persons arising from any occurrence on the Land or the Access Land caused by any act or omission by Meridian; and
- (b) a breach by Meridian of any legislation governing Meridian's actions on the Land or the Access Land including, without limitation, the Act, the Resource Management Act 1991, the Building Act 1991, the Forest and Rural Fires Act 1977 and the Health and Safety in Employment Act 1992;

to the extent that the Land Owner or the Lessee (as the case may be) has not caused or contributed to that event.

6.2 The provisions of this clause 6 shall survive the termination of this Agreement. Meridian acknowledges that provisions of this clause 6 (by reason of clause 1.1 and the definition of "Meridian") bind any successors or assigns of Meridian.

*RM*  
*02/11*

**7 LAND OWNER'S AND LESSEE'S COVENANTS**

7.1 The Land Owner and the Lessee each acknowledge that they have separately agreed the terms of compensation for exercise of the rights set out in this Agreement and they otherwise agree that the terms and conditions of this Agreement is in full satisfaction and substitution of any claims to compensation the Land Owner and the Lessee may be entitled to make against Meridian under section 76 of the Act.

7.2 The Land Owner and Lessee each warrant and undertake to Meridian that:

- (a) no person other than Meridian holds any rights to conduct Mining on or under the Potential Borrow Site, and the Land Owner and the Lessee will not negotiate or grant any such rights during the Term of this Agreement;
- (b) no other Access Arrangement has been negotiated or entered into by the Land Owner or the Lessee (as applicable) under the Act in respect of all or any part of the Land or the Access Land, and none will be negotiated or entered into except subject to the terms of this Agreement and with the prior written consent of Meridian which (without limiting clause 7.2(c)) shall not be withheld if that person enters into an Access Arrangement with Meridian on terms that give effect to this Agreement and permit Meridian to exercise its rights under this Agreement without any obligations or payment of money other than as provided for in this Agreement;
- (c) no other Access Arrangement will be entered into by the Land Owner or the Lessee under which rock may be removed from the Land;
- (d) the Lessee is the sole Occupier of the Land and the Access Land and there is no other Occupier of all or any part of the Land or the Access Land; and
- (e) the Land Owner and the Lessee will not permit any person to occupy all or any part of the Land or the Access Land (as applicable) except subject to the terms of this Agreement and with the prior written consent of Meridian which shall not be withheld if that person enters into an Access Arrangement with Meridian on terms that give effect to this Agreement and permit Meridian to exercise its rights under this Agreement without any obligations or payment of money other than as provided for in this Agreement.

7.3 The Land Owner and the Lessee will not, either directly or indirectly:

- (a) object to the granting of any Consent sought by Meridian; or



(b) fund, facilitate, assist or promote any other person to take any action that would be in breach of this Agreement if done by the Land Owner or the Lessee.

7.4 The Land Owner and the Lessee waive any non-compliance by Meridian with any of the provisions of section 59 of the Act.

7.5 The Land Owner and the Lessee acknowledge the effect of sections 56 and 83 of the Act (that this Agreement runs with the Land and the Access Land upon registration or notation).

**8 TERM**

8.1 This Agreement shall be for a term of 10 years unless it is terminated earlier in accordance with clauses 8.2 to 8.3.

8.2 The Land Owner and the Lessee acting together may immediately terminate this Agreement upon notice in writing to Meridian if Meridian passes a resolution for liquidation, or is the subject of a liquidation application, or has a receiver appointed, or enters into any compromise with its creditors (other than in the normal course of business).

8.3 Meridian may at any time terminate this Agreement by one month's notice in writing to the Land Owner and the Lessee.

8.4 On termination of this Agreement the rights and obligations of the parties under this Agreement and any Mining Permit will, except as expressly provided for in this Agreement, cease as at the date of termination provided that neither party will be released from any liability in respect of any obligations incurred or breaches of this Agreement up to and including the date of termination.

**9 ACTION ON TERMINATION OF AGREEMENT**

9.1 Meridian will prior to the expiry of the Term in accordance with clauses 8.1, 8.2 or 8.3:

(a) discontinue Mining Operations;

(b) remove from the Land and the Access Land all buildings, structures, improvements (subject in the case of roads or tracks to clause 18 of Schedule 2), consumables, additions or alterations of Meridian, all consumables, plant and equipment owned by Meridian, and make good damage to the Land or the Access Land caused by such removal;

*RM*  
*02M.*

- (c) complete any restoration works necessary to comply with all Resource Consents and lawful requirements of any Authority to the satisfaction of that Authority; and
- (d) complete all Site Restoration and other required works in accordance with Schedule 2.

9.2 If this Agreement is terminated in accordance with clause 8.2, Meridian is obliged to complete the above actions as soon as practicable after such termination.

9.3 All Improvements, additions, alterations made to the Land or the Access Land by Meridian and any fixtures, consumables, plant and equipment owned by Meridian which are on the Land or the Access Land after 120 Working Days from the expiry of the Term will vest in the Land Owner (In the case of the Land) or the Lessee (In the case of the Access Land) without right of payment or compensation to Meridian by the Land Owner. The vesting of such items in the Land Owner or the Lessee is without prejudice to the right of the Land Owner or the Lessee (as applicable) to recover costs incurred by the Land Owner or the Lessee (as applicable) in removing and/or disposing of such items.

#### 10 ASSIGNMENT

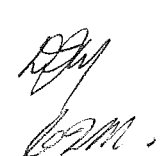
10.1 Meridian may assign, novate or otherwise transfer its interest in this Agreement to any purchaser of Meridian's assets in the Waitaki Scheme if Meridian indemnifies the Land Owner and the Lessee for any breach of this Agreement by that purchaser.

#### 11 NOTICE TO AUTHORITIES

Meridian will, at its costs in all respects, arrange for notice of this Agreement to be lodged with Land Information New Zealand and ensure that this Agreement and the Mining Permit and any related documents shall be recorded in the register held by the Ministry for Economic Development. The Land Owner and the Lessee will each execute any necessary documents including consents necessary to enable Meridian to effect to such lodgements required.

#### 12 COSTS

12.1 Meridian will pay the Land Owner's and the Lessee's reasonable legal costs up to a maximum of \$800 plus GST in assisting Meridian to lodge this Agreement with the appropriate authorities, and upon the expiry of the Term of this Agreement to notify such authorities.



12.2 Meridian shall reimburse the reasonable legal, valuation and farm advisory costs of the Lessee incurred in relation to preparing, considering and entering into this Agreement up to a maximum total combined amount of \$2,000. Meridian shall reimburse those costs on presentation of a valid tax invoice for the same addressed to Meridian. All such legal, valuation and farm advisory information shall be the property of the Lessee for the Lessee to use as it wishes.

13 **WAIVER**

13.1 No waiver by either party of any of the provisions of this Agreement, nor any consent by either party to any departure from this Agreement, will be effective unless the same is in writing, and then such waiver or consent will be effective only in the specific instance and for the specific purpose of which it is given.

13.2 No failure, delay or indulgence by either party in exercising any of its powers or rights under this Agreement will operate as a waiver of such power or right and nor shall a single exercise or partial exercise of any such power or right preclude further exercises of that power or right, or the exercise of any other power or right under this Agreement.

14 **NOTICES**

14.1 Any notice or other communication given under this Agreement must be in writing delivered to the address or sent to the facsimile number in New Zealand from time to time notified by either party in writing to the other party. Until any other address or facsimile number of either party is notified, they shall be as set out below.

*Land Owner*  
Land Information New Zealand  
Torrens House  
195 Hereford Street  
Private Bag 4721  
Christchurch  
Fax 03 365 9715

*Lessee*  
Braemar Station  
PO Box 62  
Lake Tekapo  
Fax 03 680 6854



*Meridian*  
Attention: General Counsel  
322 Manchester Street  
PO Box 2454  
Christchurch  
Fax 03 357 9701

- 14.2 A notice delivered by hand shall be deemed to have been received at the time of delivery. A notice sent by facsimile shall be deemed to have been received at the time of transmission. A notice sent by post shall be deemed to have been received three days after posting.

#### 15 DISPUTE RESOLUTION

- 15.1 The parties agree that any dispute or difference arising out of this Agreement including any breach by Meridian of its obligations under this Agreement be dealt with by negotiations in good faith with a view to amicably resolving the dispute or difference.
- 15.2 Where a dispute or difference cannot be resolved by negotiations in good faith within 10 Working Days, then, if the parties so agree, the dispute or difference may be referred to mediation, with such mediation to be conducted on such basis as the parties may agree.
- 15.3 In the event of the dispute or difference not being resolved by mediation, then it will be determined by a single arbitrator. The parties will have 21 Working Days to appoint an arbitrator by agreement between them or failing agreement, an arbitrator will be appointed by the President or his/her nominee for the time being of the Canterbury District Law Society or any successor organisation. Clause 1 of the Second Schedule to the Arbitration Act 1996 will not apply and the arbitrator must make a formal decision within 21 Working Days of being appointed, but otherwise the arbitration shall be conducted in accordance with the Arbitration Act 1996.

#### 16 CONDITION

This Agreement is conditional upon all registered mortgagees of the Land and the Access Land consenting to the Lessee entering into this Agreement and this Agreement being given effect on terms acceptable to the Lessee by 5.00pm on the 15<sup>th</sup> Working Day after the date this Agreement is entered into. The Lessee shall use all reasonable endeavours to obtain such consents and shall not unreasonably or arbitrarily withhold its approval.



**EXECUTION**

Signed by Her Majesty the Queen as  
the Land Owner acting by and through  
the Minister of Lands by:

\_\_\_\_\_

in the presence of:

\_\_\_\_\_

Name:

Occupation:

Address:

Signed by Braemar Station Limited as  
Lessee by:

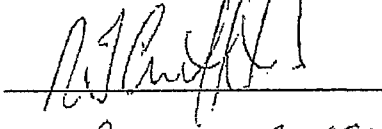
*E. MacKenzie*  
Director

*C. J. MacKenzie*  
Director

*Witnessed by  
Pine Todhunter  
45 Brabant Drive  
Ruby Bay  
Maple 7005.*

*DM  
G.M.*

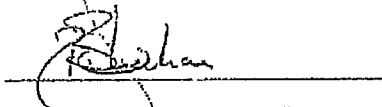
Signed by Meridian Energy Limited by:



Name: RICHARD GRIFFITHS

Position: ASSET MANAGER

In the presence of:



Name: BRENDAN SHEEHAN

Occupation: CIVIL ENGINEER

Address: MERIDIAN ENERGY LTD

PO BOX 2454

CHRISTCHURCH



**SCHEDULE 1 - DESCRIPTION OF LAND AND ACCESS LAND**

**Land**

15,216.1801 hectares being Run 331 being comprised in Computer Interest Register CB7B/480.

**Access Land**

That part of Rural Section 33277, Part Rural Section 33298, Rural Section 33355, Part Rural Section 33297, Part Rural Section 33306, Part Rural Section 33307 and Part Rural Section 33308 comprised in Computer Freehold Registers CB20A/1362, CB9F/1083 and CB632/55 within 50 metres either side of the dashed blue line marked "Proposed Haul Road Route" on the plan annexed to this Agreement as Annexure 2.

AXW194863.01

*DM*  
*RAM*

**SCHEDULE 2 - TERMS AND CONDITIONS OF OPERATIONS****Environmental**

- 1 Meridian will:
  - (a) adopt best practise to avoid, remedy or mitigate any adverse effect on the Permit Area arising from Operations;
  - (b) use all reasonable measures to ensure the land within the Permit Area remains stable and free from erosion; and
  - (c) adopt best practise to avoid where practical any adverse effect on any part of the Land not comprised in the Permit Area or the Access Land.
- 2 Meridian will take all reasonable precautions to prevent the unauthorised discharge of any "contaminant" (as defined in the Resource Management Act 1991) onto or into any land or water body.
- 3 Meridian will remove all its personal rubbish from the Land and the Access Land.
- 4 Meridian will provide portable toilets on site whenever Operations are carried out at a single location.
- 5 Meridian will take all reasonable precautions to reduce the risk of the Operations causing the introduction of noxious weeds to the Land (including, but not limited to, the steam cleaning of all machinery before entering the Permit Area). Meridian will spray the Permit Area at the conclusion of Mining Operations in each year that it undertakes Mining Operations with a suitable weedkiller.

**Precautions**

- 6 Meridian will:
  - 6.1 take all reasonable precautions to ensure no fire hazard arises from its Operations; and
  - 6.2 not light any fire on the Land or the Access Land except by permit issued by the relevant Authority.

**Roads**

- 7 In constructing any haul roads, Meridian will:
  - 7.1 provide adequate notice (being a minimum of 2 months) to the Lessee prior to commencing work;



- 7.2 strip off all topsoil;
  - 7.3 utilise local subsoil and top course materials to prepare a suitable road foundation and surface, respectively;
  - 7.4 Install adequate drainage in identified wet spots; and
  - 7.5 construct drainage channels alongside haul roads, where required to control surface runoff.
- 8 The road will be maintained by Meridian at the conclusion of each Mining season defined in clause 2.3 of the Agreement to a state which is satisfactory to Meridian and the Lessee (acting reasonably) (provided that Meridian is not required to undertake the obligations under this clause if it did not undertake mining during the relevant Mining season).
- 9 Meridian's representative and the Lessee will confirm that the obligations in clause 8 have been satisfactorily completed by Meridian prior to the removal of Meridian's contractor's machinery from the site of the road at the end of each relevant Mining season.
- 10 Meridian will erect temporary electric fencing along sections of the road, if reasonably required by the Lessee, during each Mining season.
- Stream and waterway management**
- 11 Meridian will:
- 11.1 not alter the physical, hydrological and ecological characteristics of watercourses without first having obtained all required resource consents from the relevant District and Regional Councils;
  - 11.2 where practical avoid and minimise vehicle use across any stream and only cross the watercourse at limited designated points; and
  - 11.3 comply with District Council and Regional Council environmental guidelines.
- Restrictions on Mining Operations in advance of Site Restoration**
- 12 Meridian will separately strip and stockpile:
- 12.1 topsoil (including organic debris, duff and/or litter layers) and subsoil layers;
  - 12.2 substrate overburden; and
  - 12.3 Borrow Material.

*[Handwritten signatures]*

in preparation for Site Restoration.

- 13 Meridian will not remove from the Permit Area any material referred to in sub-clause 12.1 of this Schedule.
- 14 Meridian will track roll all Mining sites on the completion of each Mining season's work programme to minimise soil loss.
- 15 Meridian will store and put back all waste rock of less than 0.4 metres in size/dimension into areas from where extraction is made, and smooth over the surface to create a clean look as is practicably possible in the circumstances.
- 16 Meridian will, as Mining progresses, substantially complete Site Restoration requirements (in accordance with clause 18 of this Schedule). For the purposes of this determination areas on which Site Restoration is being undertaken shall not constitute areas on which Mining is taking place.

**Contribution to costs of Improvements**

- 17 Meridian will contribute towards the maintenance of Improvements on the Land and the Access Land, and in particular roads, culverts and bridges, in proportion to Meridian's use of such Improvements during the Term. Notwithstanding the foregoing, Meridian will promptly and at its own cost make good and repair any damage to Improvements outside the Permit Area caused by the Meridian's Operations.

**Site Restoration**

- 18 Upon completion of Mining Operations and before the termination of the Agreement under clauses 8.1, 8.2 or 8.3 of the Agreement, Meridian will:
  - 18.1 complete the road removal and track reconstruction work provided for in clauses 19 and 20 below;
  - 18.2 complete the site restoration requirements set out in clause 21 below; and
  - 18.3 complete any site restoration requirements required by any regulatory authority.

If this Agreement is terminated in accordance with clause 8.2, Meridian shall be obliged to complete the above actions as soon as practical after such termination.



- 19 Meridian will in accordance with clause 18 above, decommission such tracks or roads constructed on the Land and/or Access Land by Meridian which the Land Owner and the Lessee require to be decommissioned, by:
- 19.1 closing entrances;
  - 19.2 stabilising batters (by vegetation if necessary);
  - 19.3 controlling surface run-off;
  - 19.4 removing crossings;
  - 19.5 ripping road lines;
  - 19.6 filling cuts;
  - 19.7 stabilising slashes;
  - 19.8 spreading topsoil, levelling and sowing pasture grass; and
  - 19.9 where such areas are part of any area of grazing pasture they shall be re-established in pasture in accordance with clauses 21.4-21.8 of this Schedule.
- 20 Where Meridian has removed existing tracks or roads on the Land then Meridian will in accordance with clause 18 above reconstruct such tracks or roads which the Land Owner and the Lessee require to be reconstructed and replace all culverts and road drainage works as reasonably directed by the Land Owner and the Lessee.
- 21 Meridian will ensure Site Restoration of any area on which Mining has taken place is undertaken in accordance with the following provisions:
- 21.1 Meridian will mix together and spread and redeposit into its final re-contoured position all substrate overburden. Re-contouring will be undertaken to:
    - (a) assist the free drainage of the land;
    - (b) limit the likelihood of erosion;
    - (c) where consistent with the above to leave the pasture and finishes level and even; and
    - (d) where it does not materially increase the cost of re-contouring or time taken to complete re-contouring, as otherwise reasonably directed by the Land Owner or the Lessee.





- 21.2 Meridian will evenly spread the stockpiled topsoil (including organic debris, duff and/or litter layers) over the area leaving it smooth but not excessively compacted.
- 21.3 Meridian will ensure all natural and man made drains on the Land are free of any obstructions.
- 21.4 In preparation for the re-sowing of any pasture Meridian will apply to the area to be re-sown sufficient fertiliser (including lime) to enable the successful re-establishment of pasture.
- 21.5 Upon the completion of the works described above Meridian will re-establish grazing pasture on the area using a pasture grass or mix of a type commonly used in the area and otherwise in accordance with the reasonable directions of the Land Owner or the Lessee.
- 21.6 The Lessee will advise Meridian in writing of the quality, cost and types of seed and fertiliser required under clauses 21.4 and 21.5.
- 21.7 The Land Owner and the Lessee acknowledge that planting to re-establish pasture may be delayed until weather conditions are suitable, but that, weather permitting, grasses will be sown before the end of November of the applicable year.
- 21.8 The Land Owner and the Lessee acknowledge that to manage the re-establishment of any pasture Meridian may retain exclusive possession of an area for a period, determined by Meridian, of up to one year after new pasture is sown. Meridian will be entitled to erect temporary electric fencing to fence off new re-sown areas to allow the new grass to be established. Meridian may request the Land Owner or the Lessee to graze that area for limited periods during that period where such grazing may be beneficial to the re-establishment of the pasture. The Land Owner and the Lessee agree that where it is practical for the Land Owner or the Lessee to do so, the Land Owner or the Lessee will graze that area in accordance with Meridian's directions.
- 21.9 Meridian shall meet the additional cost of any fertiliser (including lime) required for an area on which new pasture has been established for one year after Meridian ceases to have exclusive possession of that area. For the purposes of this clause the additional cost is the cost in excess of that which would have been incurred by the Land Owner or the Lessee to maintain the fertility of the soil and health of the pasture if the pasture had been established and was not new pasture.



21.10 Meridian is responsible for weed control along the access road on the Land and the Access Land and on any disturbed land within the Permit Area during the Term of this Agreement. At the end of the Term of this Agreement, Meridian will continue to monitor and carry out weed control for a further 3 years. An alternative option is to provide a one-off payment to the Lessee to manage the cost of on-going weed control during the 3 year period. Meridian and the Lessee will discuss this option at the end of the Term.

21.11 Meridian acknowledges, without limiting any other provision of this Agreement, that Site Restoration shall not be considered to be completed until the pasture areas of any relevant area have been re-established with pasture.

22 The above works shall be completed in accordance with good farming practice in the area. The Land Owner and the Lessee agree that Meridian shall be entitled to complete the above works without being required to adhere to any particular approach to farming practice including, without limitation, organic farming.

23 All arrangements regarding site restoration work will be agreed to by Meridian's representative and the Lessee (each acting reasonably) prior to any of the work being undertaken.

**Fencing**

24 Meridian will prior to undertaking Mining on the Potential Borrow Site install permanent deer fencing, of a construction and using materials usually used for permanent deer fencing in the area, in the locations shown on the plan annexed to this Agreement as Annexure 2.

**Use of Permit Area**

25 Meridian will not allow any person apart from the Lessee to graze stock on the Permit Area.

26 The Lessee will from time to time identify gates that must be kept shut at all times and fences which must be kept stockproof and Meridian will comply with the Lessee's reasonable directions regarding these gates and fences.

**Removal of rock**

27 Meridian shall at all times remain obliged to remove all rock extracted by Mining and left on the Land or Access Land, or on or at the lakeshore on or adjoining the Land, at its cost if any Authority or Court at any time requires such rock to be removed. This provision shall survive the termination of this Agreement. Meridian acknowledges that this provision (by reason of clause 1.1 and the definition of "Meridian") binds any successors or assigns of Meridian.

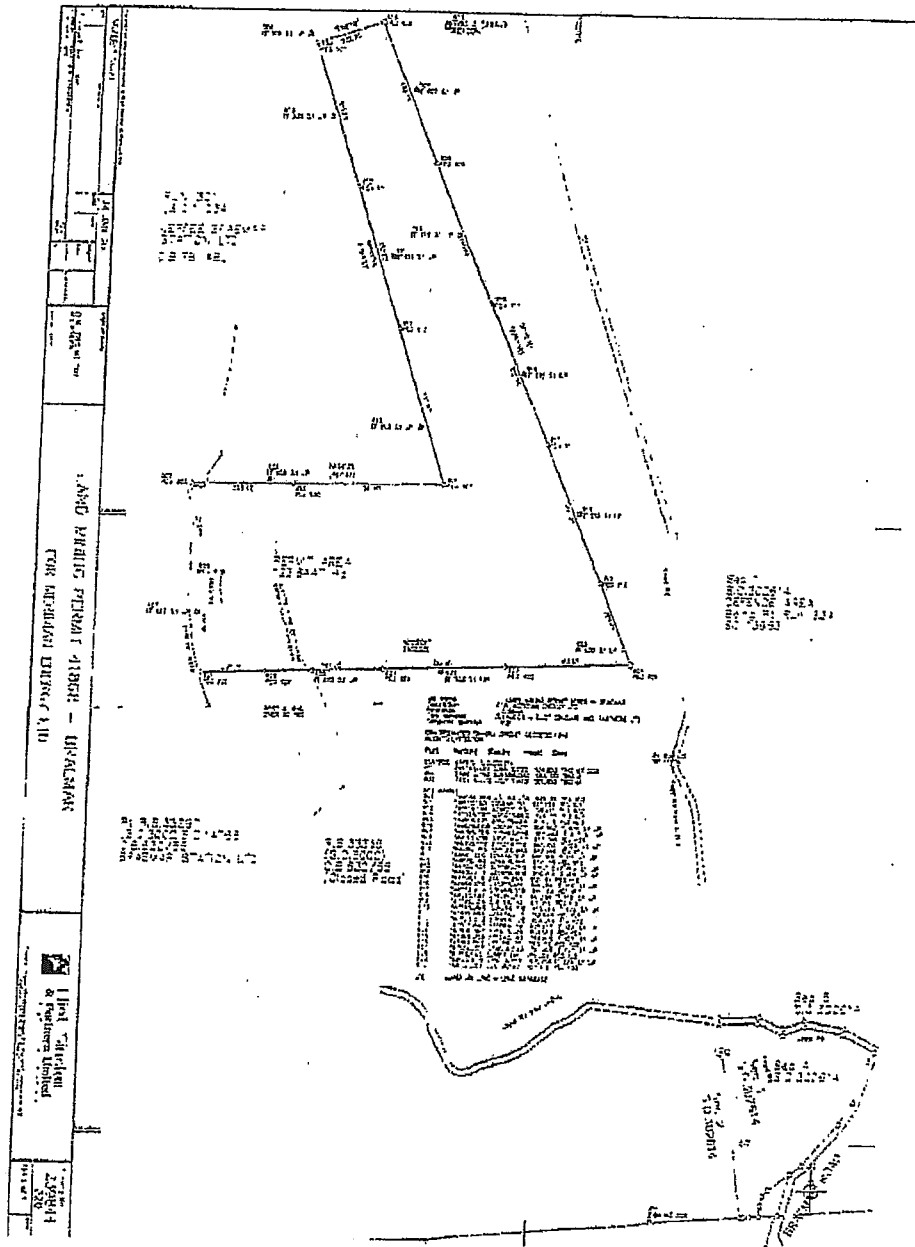
Handwritten signatures in black ink, appearing to be initials or names, located at the bottom left of the page.

**SCHEDULE 3 - ACCESS RIGHTS AND OBLIGATIONS**

- 1 The Land Owner and the Lessee grant Meridian the right to access the Land, and the Lessee grants Meridian the right to access the Access Land, for the purpose set out in clause 2.1 of the Agreement.
- 2 Meridian may bring on to the Land and the Access Land any materials, equipment, vehicles and personnel.
- 3 When exercising its rights under this Schedule, Meridian will use all reasonable efforts to:
  - (a) cause as little interference as practical to the Land Owner and the Lessee, any other occupier of the Land, any crops or livestock and the farming operations on the Land; and
  - (b) promptly repair, or restore, in a proper and professional manner any damage caused to the Land (including any pasture) or the Access Land or any Improvements on the Land or the Access Land by Meridian.
- 4 Meridian may use its nominated employees, agents or contractors to perform any of its rights or obligations arising under the Agreement.
- 5 Meridian shall be responsible for obtaining any Consent. The Land Owner and the Lessee consent to Meridian making applications for any such Consent. The Land Owner and the Lessee authorise Meridian to notify any person considering or determining any application for such Consent that the Land Owner and the Lessee have consented to Meridian applying for the Consent and undertaking the work for which the Consent is applied for.
- 6 Meridian shall ensure that the operations are undertaken in accordance with all relevant health and safety legislation. Meridian shall erect temporary fencing where necessary to meet its obligations under this clause. Any such fencing shall enclose only the minimum practical area required and shall be removed by Meridian when it is no longer necessary. Meridian indemnifies the Land Owner and the Lessee for any costs incurred by the Land Owner and the Lessee because Meridian fails to meet its obligations under this clause.



ANNEXURE 1 - PLAN OF LAND SHOWING POTENTIAL BORROW SITE

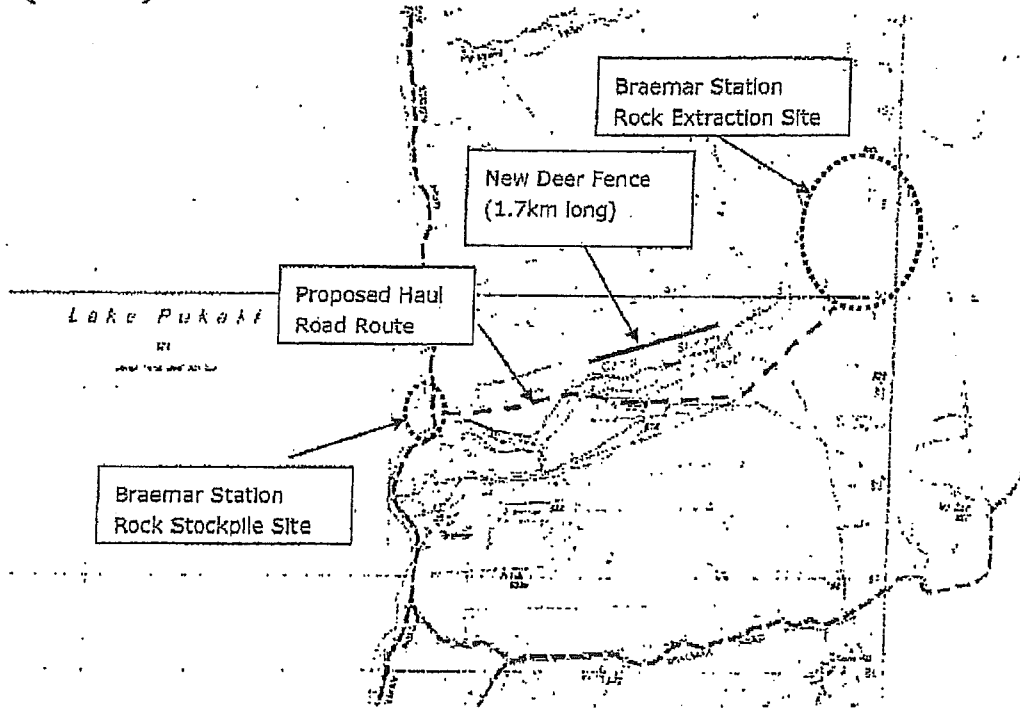


AXW194863.01

*DM*  
*CSM*

ANNEXURE 2 - PLAN OF LAND SHOWING ACCESS LAND AND LOCATION OF DEER FENCING TO BE CONSTRUCTED

Locality Plan  
(N.T.S.)



AXW19#863.01

*RM 10/20*

Approved by Registrar-General of Land under No. 2003/6150  
**Annexure Schedule - Consent Form**  
Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Notice of access rights**

Page **1** of **1** pages

**Consentor**  
Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**  
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

<b>ANZ National Bank Limited</b>	<b>Mortgagee under mortgage no: 325505.1</b>
----------------------------------	--

**Consent**  
Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.  
Delete words in [ ] if inconsistent with the consent.  
State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

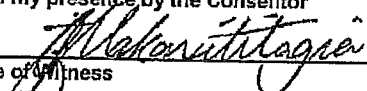
[section of the Act ]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:  
**registration of the within Notice of access rights under section 83 of the Crown Minerals Act 1991**

Dated this **17<sup>th</sup>** day of **February 2009**

**Attestation**

ANZ National Bank Limited By its Attorney <b>Michael John Kemp</b>	Signed in my presence by the Consentor  Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name <b>Zachariah Jonathan Makavillitogia</b> Occupation <b>BANK OFFICER AUCKLAND</b> Address
Signature of Consentor	

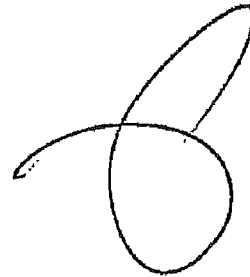
An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, Michael John Kemp of **Auckland**, New Zealand, **Team Leader, Lending Services Centre** of ANZ National Bank Limited, certify -

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland this day of 17 February 2009.



Land Information New Zealand, Dealing Numbers:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

