

Crown Pastoral Land Tenure Review

Lease name: EASTBURN & WAITIRI

Lease number: PO 257 & PO 270

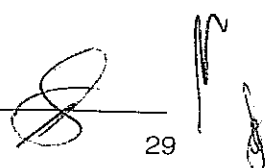
Substantive Proposal - Part 2

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

November

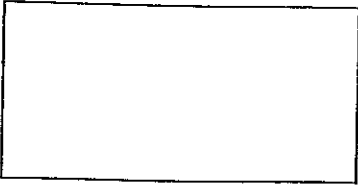
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Appendix 3: Form for Farm Management Easement Concession

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Transfer Instrument

Section 90, Land Transfer Act 1952



Land registration district

Otago

Unique identifier(s) or C/T(s)

All/part

Area/description of part or stratum

All

Transferor

Surname(s) must be underlined

MINISTER OF CONSERVATION

Transferee

Surname(s) must be underlined

LAKE DISTRICT TRUST LIMITED

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created
State if fencing covenant imposed.

Easement of right of way for foot, horses, motor vehicles, machinery, implements, farm dogs and farm stock access for farm management purposes
(continued on pages 1-10 Annexure Schedule)

Operative clause

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

Dated this _____ day of _____ 2002

Attestation

If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule.

Signed for and on behalf of the Minister of Conservation by Ian Robert Hugh Whitwell under a written delegation

Signed in my presence by the Transferor

(continued on page 10 Annexure Schedule)

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

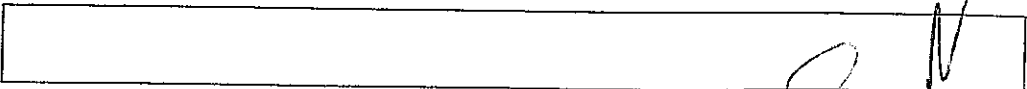
Witness name

Occupation

Address

Signature of Transferor

Certified correct for the purposes of the Land Transfer Act 1952



Annexure Schedule

Transfer Instrument

Dated

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BACKGROUND

- A. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area under the management of the Transferor.
- B. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Transferee.
- C. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Transferor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- D. The Transferee wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.
- E. The Transferor has agreed to grant the Transferee an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS**TERMS AND CONDITIONS****1.0 DEFINITIONS AND INTERPRETATION**

1.1 In this Document, unless the context otherwise requires:

“**Background**” means the matters referred to under the heading ‘Background’ on page 2 of this Document.

“**Compensation**” means the amount specified in Item 6 of Schedule 1 and required by the Transferor under section 53 of the Crown Pastoral Land Act 1988 and section 17X of the Conservation Act 1987 for the adverse effects of the Concession Activity on the Crown’s or public’s interest in the Easement Area.

“**Concession**” means a concession as defined in section 2 of the Conservation Act 1987.

“**Concession Activity**” means the use of the Easement Area by the Transferee for the purposes specified in Item 3 of Schedule 1.

“**Conservation Area**” has the same meaning as “Conservation area” in section 2 of the Conservation Act 1987.

“**Director-General**” means the Director-General of Conservation.

“**Document**” means this transfer instrument and any subsequent amendments and the annexure schedule and plans attached to it.

“**Dominant Land**” means the land specified in Item 2 of Schedule 1.

“**Easement**” means the appurtenant easement granted under this Document by the Transferor to the Transferee under section 17Q of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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"Easement Area" means that part of the Servient Land specified in Item 3 of Schedule 1.

"Reserve" has the same meaning as "reserve" in section 59A of the Reserves Act 1977.

"Servient Land" means a Conservation Area being the area more particularly described in Item 1 of Schedule 1.

"Structure" includes a bridge, a culvert, and a fence.

"Term" means the period of time specified in Item 5 of Schedule 1 during which this Document operates.

"Working Day" means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Concession Activity is being carried out.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Transferor's consent or approval is expressly required under a provision of this Document, the Transferee must seek the consent or approval of the Transferor for each separate occasion it is required notwithstanding that the Transferor has granted consent or approval for a like purpose on a prior occasion.

1.3 Words used in the Background to this Document have the same meaning given to them in clause 1.1.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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2.0 GRANT OF APPURTENANT EASEMENT

2.1 In exercise of the Transferor's powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Transferor **GRANTS** to the Transferee an **EASEMENT APPURTENANT** to the Dominant Land under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Easement Area subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Easement is for the Term specified in Item 5 of Schedule 1.

4.0 COMPENSATION

4.1 The Transferee must pay to the Transferor in the manner specified by the Transferor the Compensation specified in Item 6 of Schedule 1.

4.2 Under section 53 of the Crown Pastoral Land Act 1998 the Transferor waives any requirement for rent on the basis that the costs of setting and collecting the rent would exceed any rent which may be collected.

5.0 OTHER CHARGES

5.1 In addition to Compensation, the Transferee must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which may become payable in relation to the Easement Area and which are attributable to the Transferee's use of or activity on the Easement Area.

6.0 CONCESSION ACTIVITY

6.1 The Transferee is not to use the Easement Area for any purpose other than the Concession Activity.

7.0 COMPLIANCE

7.1 The Transferee will comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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8.0 TRANSFEREE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

8.1 The Transferee must not erect or bring on to the Easement Area any Structure, install any facility, or alter the land in any way without the prior written consent of the Transferor.

8.2 The Transferee must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.

8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Transferee will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Transferor.

8.4 If requested by the Transferor, the Transferee must, within such time as the Transferor determines, remove all Structures, facilities or other improvements erected or installed by the Transferee and make good at the Transferee's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Transferor.

9.0 PROTECTION OF THE ENVIRONMENT

9.1 Except as approved in writing by the Transferor the Transferee will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or
- (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or
- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
- (h) light any fire on the Easement Area.

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- 9.2 The Transferee, must at the Transferee's expense:
- (a) if required by the Transferor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area;
 - (b) comply strictly with the provisions of the Biosecurity Act 1993.

9.3 The Transferee must ensure that the Transferee's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Transferee under clause 9.

9.4 The Transferee may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.

9.5 The Transferee may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.

10. TEMPORARY SUSPENSION

10.1 The Transferor may, at any time in exercise of the Transferor's powers, close all or part of the Easement Area for such period as she/he considers necessary.

11.0 TERMINATION

11.1 The Transferor may terminate this Document by notice in writing to the Transferee if:

- (a) the Transferee breaches any terms of this Document; and
- (b) the Transferor has notified the Transferee in writing of the breach; and
- (c) the Transferee does not rectify the breach within 28 days of receiving notification.

11.2 Immediately on termination the Transferee must execute a surrender of this Document if the Transferor so requires it.

12.0 INDEMNITIES AND INSURANCE

12.1 The Transferee will indemnify and keep indemnified the Transferor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Transferee, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Transferee's carrying out of the Concession Activity on the Easement Area.

12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Transferee must take out and keep in force during the Term if required by the Transferor:

- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 7 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 8 of Schedule 1; and
- (b) statutory liability insurance for the amount specified in Item 9 of Schedule 1; and
- (c) such other policy or policies of insurance against any other liability and for such other sums which the Transferor specifies in Item 10 of Schedule 1.

12.4 With respect to clause 12.3 the Transferee must before commencing the Concession Activity and on each renewal of insurance, provide the Transferor with certificates of insurance issued by the Transferee's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

13.1 The Transferee is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Transferee's interest under this Document or any part of it without the prior written consent of the Transferor. The Transferor may, in the Transferor's discretion, decline to grant consent under this clause.

13.2 If the Transferor gives consent under this clause the Transferee is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Transferor otherwise provides in writing.

13.3 The Transferee must pay the costs reasonably incurred by the Transferor incidental to any application for consent, whether or not such consent is granted.

13.4 Any change in the shareholding of the Transferee altering the effective control of the Transferee will be deemed to be an assignment and will require the consent of the Transferor.

14.0 DISPUTE RESOLUTION AND ARBITRATION

14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.

14.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Easement Area is located is to appoint the mediator.

14.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.

14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.

14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

15.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 11 of Schedule 1.

15.2 A notice given in accordance with clause 15.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

16.1 Nothing expressed or implied in this Document shall be construed as:

- (a) conferring on the Transferee any right of exclusive occupation or use of the Easement Area;

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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- (b) preventing the Transferor from granting similar concessions to other persons;
- (c) derogating from the rights of the Transferor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

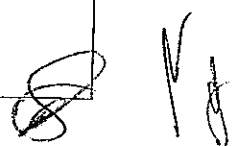
17.1 Special conditions relating to this Document are set out in Schedule 2.

17.2 The standard conditions contained in this Document must be read subject to any special conditions.

(Attestation continued on page 10 of Annexure Schedule)

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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SCHEDULE 1

1.	Servient Land:	all the land in Certificate of Title []. (see definition of Servient Land in clause 1.1)
2.	Easement Area:	(1) the land ten metres wide marked " " on SO (motor vehicle access) (2) the land marked " " on SO (airstrip) (see definition of Easement Area in clause 1.1)
3.	Concession Activity:	(1) the full free uninterrupted and unrestricted right, liberty and privilege for the Transferee its servants, tenants, agents, workmen, licencees and invitees from time to time and at all times by day and by night to go, pass and repass over and along the Easement Area with motor vehicles to gain access to and from the airstrip; (2) the full and free right, liberty, privilege and authority to use the air landing strip for the purpose of allowing aircraft belonging to or hired by the Transferee to take off from, land on, taxi on along or over and generally operate from the air landing strip for the purpose of carrying seed and fertiliser for use on the land in Certificate of Title []. (see definition of Concession Activity in clause 1.1.)
4.	Term:	5 years commencing on [] (see clause 3.1)
5.	Compensation:	ten cents (payable on date of execution of this Document) (see clause 4.1)
6.	Public Liability General Indemnity Cover:	for \$ [REDACTED] (see clause 12.3)
7.	Public Liability Forest & Rural Fire Act Extension:	for \$ [REDACTED] (see clause 12.3)
8.	Statutory Liability Insurance:	for \$ [REDACTED] (see clause 12.3)
9.	Other Types of Insurance:	Not applicable (see clause 12.3)

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Eastburn/Waitiri Air Strip Easement Concession

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SCHEDULE 2

Special Conditions

1. That in carrying out the Concession Activity the Transferee shall take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and in particular will avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.
2. Clause 9.5 of the standard conditions is deleted.

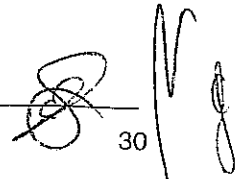
Continuation of "Attestation"

	Signed in my presence by the Transferee
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
Signature [common seal] of Transferee	

All signing parties and either their witnesses or solicitors must sign or initial in this box.

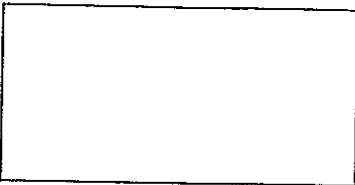
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Appendix 4: Form for Airstrip Easement Concession

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Transfer Instrument

Section 90, Land Transfer Act 1952



Land registration district

Otago

Unique identifier(s) or C/T(s)

All/part

Area/description of part or stratum

All

Transferor

Surname(s) must be underlined

MINISTER OF CONSERVATION

Transferee

Surname(s) must be underlined

LAKE DISTRICT TRUST LIMITED

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed.

- (1) easement of right of way in gross for motor vehicles access (continued on pages 1 -11 Annexure Schedule)
- (2) rights to airstrip

Operative clause

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

Dated this _____ day of _____ 2002

Attestation

If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule.

Signed for and on behalf of the Minister of Conservation by Ian Robert Hugh Whitwell under a written delegation

Signed in my presence by the Transferor

(continued on page 11 Annexure Schedule)

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature of Transferor

Certified correct for the purposes of the Land Transfer Act 1952



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BACKGROUND

- A. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area under the management of the Transferor.
- B. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Transferor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- C. The Transferee wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.
- D. The Transferor has agreed to grant the Transferee an Easement in gross over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS**TERMS AND CONDITIONS****1.0 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Document, unless the context otherwise requires:

“**Background**” means the matters referred to under the heading ‘Background’ on page 2 of this Document.

“**Compensation**” means the amount specified in Item 5 of Schedule 1 and required by the Transferor under section 53 of the Crown Pastoral Land Act 1988 and section 17X of the Conservation Act 1987 for the adverse effects of the Concession Activity on the Crown’s or public’s interest in the Easement Area.

“**Concession**” means a concession as defined in section 2 of the Conservation Act 1987.

“**Concession Activity**” means the use of the Easement Area by the Transferee for the purposes specified in Item 3 of Schedule 1.

“**Conservation Area**” has the same meaning as “Conservation area” in section 2 of the Conservation Act 1987.

“**Director-General**” means the Director-General of Conservation.

“**Document**” means this transfer instrument and any subsequent amendments and the annexure schedule and plans attached to it.

“**Easement**” means the easement granted under this Document by the Transferor to the Transferee under section 17Q of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

“**Easement Area**” means that part of the Servient Land specified in Item 2 of Schedule 1.

“**Reserve**” has the same meaning as “reserve” in section 59A of the Reserves Act 1977.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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"**Servient Land**" means a Conservation Area being the area more particularly described in Item 1 of Schedule 1.

"**Structure**" includes a bridge, a culvert, and a fence.

"**Term**" means the period of time specified in Item 4 of Schedule 1 during which this Document operates.

"**Working Day**" means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Concession Activity is being carried out.

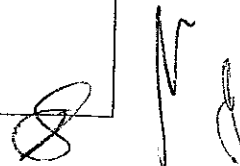
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- (h) where the Transferor's consent or approval is expressly required under a provision of this Document, the Transferee must seek the consent or approval of the Transferor for each separate occasion it is required notwithstanding that the Transferor has granted consent or approval for a like purpose on a prior occasion.

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2.0 GRANT OF EASEMENT

2.1 In exercise of the Transferor's powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Transferor **GRANTS** to the Transferee an **EASEMENT IN GROSS** under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Easement Area subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Easement is for the Term specified in Item 4 of Schedule 1.

4.0 COMPENSATION

4.1 The Transferee must pay to the Transferor in the manner specified by the Transferor the Compensation specified in Item 5 of Schedule 1.

4.2 Under section 53 of the Crown Pastoral Land Act 1998 the Transferor waives any requirement for rent on the basis that the costs of setting and collecting the rent would exceed any rent which may be collected.

5.0 OTHER CHARGES

5.1 In addition to Compensation, the Transferee must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which may become payable in relation to the Easement Area and which are attributable to the Transferee's use of or activity on the Easement Area.

6.0 CONCESSION ACTIVITY

6.1 The Transferee is not to use the Easement Area for any purpose other than the Concession Activity.

7.0 COMPLIANCE

7.1 The Transferee will comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

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8.0 TRANSFEREE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 8.1 The Transferee must not erect or bring on to the Easement Area any Structure, install any facility, or alter the land in any way without the prior written consent of the Transferor.
- 8.2 The Transferee must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.
- 8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Transferee will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Transferor.
- 8.4 If requested by the Transferor, the Transferee must, within such time as the Transferor determines, remove all Structures, facilities or other improvements erected or installed by the Transferee and make good at the Transferee's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Transferor.

9.0 PROTECTION OF THE ENVIRONMENT

- 9.1 Except as approved in writing by the Transferor the Transferee will not, whether by act or omission:
- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or
 - (b) bring any plants, or animals (except those stipulated in Item 3 of Schedule 1) on to the Easement Area; or
 - (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
 - (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
 - (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
 - (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
 - (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
 - (h) light any fire on the Easement Area.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

WL023050232
Eastburn/Waitiri Air Strip Easement Concession

Annexure Schedule

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- 9.2 The Transferee, must at the Transferee's expense:
- (a) if required by the Transferor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area;
 - (b) comply strictly with the provisions of the Biosecurity Act 1993.
- 9.3 The Transferee must ensure that the Transferee's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Transferee under clause 9.
- 9.4 The Transferee may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.
- 9.5 The Transferee may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.
- 10. TEMPORARY SUSPENSION**
- 10.1 The Transferor may, at any time in exercise of the Transferor's powers, close all or part of the Easement Area for such period as she/he considers necessary.
- 11.0 TERMINATION**
- 11.1 The Transferor may terminate this Document by notice in writing to the Transferee if:
- (a) the Transferee breaches any terms of this Document; and
 - (b) the Transferor has notified the Transferee in writing of the breach; and
 - (c) the Transferee does not rectify the breach within 28 days of receiving notification.
- 11.2 Immediately on termination the Transferee must execute a surrender of this Document if the Transferor so requires it.
- 12.0 INDEMNITIES AND INSURANCE**
- 12.1 The Transferee will indemnify and keep indemnified the Transferor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Transferee, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Transferee's carrying out of the Concession Activity on the Easement Area.
- 12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Transferee must take out and keep in force during the Term if required by the Transferor:

- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 6 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 7 of Schedule 1; and
- (b) statutory liability insurance for the amount specified in Item 8 of Schedule 1; and
- (c) such other policy or policies of insurance against any other liability and for such other sums which the Transferor specifies in Item 9 of Schedule 1.

12.4 With respect to clause 12.3 the Transferee must before commencing the Concession Activity and on each renewal of insurance, provide the Transferor with certificates of insurance issued by the Transferee's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

13.1 The Transferee is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Transferee's interest under this Document or any part of it without the prior written consent of the Transferor. The Transferor may, in the Transferor's discretion, decline to grant consent under this clause.

13.2 If the Transferor gives consent under this clause the Transferee is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Transferor otherwise provides in writing.

13.3 The Transferee must pay the costs reasonably incurred by the Transferor incidental to any application for consent, whether or not such consent is granted.

13.4 Any change in the shareholding of the Transferee altering the effective control of the Transferee will be deemed to be an assignment and will require the consent of the Transferor.

14.0 DISPUTE RESOLUTION AND ARBITRATION

14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.

14.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Easement Area is located is to appoint the mediator.

14.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.

14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.

14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

15.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 10 of Schedule 1.

15.2 A notice given in accordance with clause 15.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

16.1 Nothing expressed or implied in this Document shall be construed as:

- (a) conferring on the Transferee any right of exclusive occupation or use of the Easement Area;

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Eastburn/Waitiri Air Strip Easement Concession

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- (b) preventing the Transferor from granting similar concessions to other persons;
- (c) derogating from the rights of the Transferor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

- 17.1 Special conditions relating to this Document are set out in Schedule 2.
- 17.2 The standard conditions contained in this Document must be read subject to any special conditions.

(Attestation continued on page 11 of Annexure Schedule)

All signing parties and either their witnesses or solicitors must sign or initial in this box.

WL023050232
Eastburn/Waitiri Air Strip Easement Concession



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SCHEDULE 1

1. **Servient Land:** all the land in Certificate of Title [];
(see definition of Servient Land in clause 1.1)
2. **Dominant Land:** all the land in Certificate of Title [];
(see definition of Dominant Land in clause 1.1)
3. **Easement Area:** the land ten metres wide marked "[]" on SO []
(see definition of Easement Area in clause 1.1)
4. **Concession Activity:** the full free uninterrupted and unrestricted right, liberty and privilege for the Transferee its servants, tenants, agents, workmen, licencees and invitees from time to time and at all times by day and by night to go pass and repass over and along the Easement Area on foot and with or without horses, motor vehicles, machinery, implements, farm dogs and farm stock for farm management purposes.
(see definition of Concession Activity in clause 1.1.)
5. **Term:** 5 years commencing on []
(see clause 3.1)
6. **Compensation:** ten cents
(payable on date of execution of this Document)
(see clause 4.1)
7. **Public Liability General Indemnity Cover:** for \$ [REDACTED]
(see clause 12.3)
8. **Public Liability Forest & Rural Fire Act Extension:** for \$ [REDACTED]
(see clause 12.3)
9. **Statutory Liability Insurance:** for \$ [REDACTED]
(see clause 12.3)
10. **Other Types of Insurance:** Not applicable
(see clause 12.3)
11. **Address for Notices (including facsimile number):**
 - (a) **Transferor:** c/- Box 5244, Dunedin (03) 4778 626
 - (b) **Transferee:** c/- Albert Alloo & Sons
67 Princes Street
Dunedin
(03) 474 1249
(see clause 15)

All signing parties and either their witnesses or solicitors must sign or initial in this box.

WL023080260
Eastburn/Waitiri Farm Management Easement Concession

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Dated

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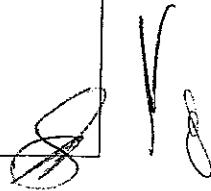
10. Address for Notices (including facsimile number):

(a) Transferor: c/- Box 5244, Dunedin
(03) 4778 626

(b) Transferee: c/- Albert Alloo & Sons
67 Princes Street
Dunedin
(03) 474 1249
(see clause 15)

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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SCHEDULE 2

Special Conditions

1. That in carrying out the Concession Activity referred to in 3(1) of Schedule 1 the Transferee shall take all reasonable care to avoid damage to the soil and vegetation of that part of the Easement Area and in particular will avoid using that part of the Easement Area when conditions such as softening during frost thaw render that part of the Easement Area vulnerable to damage.
2. The Transferee shall maintain at its own cost the air landing strip in good and useable condition for the purpose for which it is intended.
3. Clauses 9.4 and 9.5 of the standard conditions are deleted.

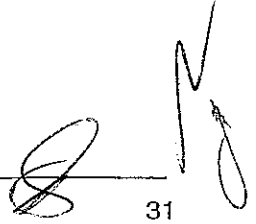
Continuation of "Attestation"

	Signed in my presence by the Transferee
	<hr style="width: 80%; margin: 0 auto;"/> <p><i>Signature of witness</i></p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
Signature [common seal] of Transferee	

All signing parties and either their witnesses or solicitors must sign or initial in this box.

WL023050232
Eastburn/Waitiri Air Strip Easement Concession

Appendix 5: Plan B - Fencing

Handwritten signatures in the bottom right corner of the page.

Appendix 6: Fencing requirements

1. Erection of new Fencelines

Length and location:

Waitiri (as marked on Plan B):

- A-B Queensberry Block 4.0 kms
- C-D Spring Creek catchment 2.0 kms

Eastburn (as marked on Plan B):

- E-F Spring Creek catchment 2.0 kms
- G-H Bottom Ludecka Block 1.0 kms
- I-J Top Ludecka Block 0.5 kms
- I-S Below Crown Range Road 3.5 kms

Type: Seven wire fence

Specifications:

- (a) Fence to be constructed of seven HT (2.4 mm) wires, with wires located on the line shown on Plan B.
- (b) 2.1 metre treated timber strainers with treated timber stay to be used for gateways and ends of strains.
- (c) Two 3.6 m Cyclone gates to be erected, one each on the line of the track at points "K" and "R" as shown as "CG" on Plan B.
- (d) Four Taranaki gates to be erected at suitable locations shown as "TG" located near points "B", "C", "E" and "H" on Plan B.
- (e) Hunter chain and clips to be used to support wires on sections of the fenceline which are snow prone.
- (f) 100 - 125 mm treated timber posts to be used where required.
- (g) T-irons may be used with crossbar instead of posts on high spots and on corners with tie-backs.
- (h) All strainers, angle posts and dip posts to be driven or dug in and rammed and footed with acceptable footing material. No 8 or 9 wire to be used on foots. All dips and hollows to be tied down.
- (i) Netting to be hung on creek crossings and left to swing.

- (j) All strainers and angles to be mortised, stayed and blocked. Stays to be one-third of the way up posts.
- (k) Tie-backs are permitted on both sides of the fence.
- (l) All wires are to be securely and neatly tied off and strained evenly. Bottom wire to be kept 15 cm off the ground. The line to be cleared manually where required.
- (m) Post staples to be driven well in but allow the wire to run through.
- (n) Strains not to exceed 400 metres on easy country.
- (o) Posts to be driven or dug in to such a depth that 112 cm (44") remains out of the ground.
- (p) Strainers and angle posts to be dug in to such a depth that 117 cm (46") remains out of the ground.
- (q) Under no circumstances are any strainers, posts or stays to be shortened either prior to or subsequent to their placement in the ground.
- (r) Six waratah standards per 20 metres to be used. Waratah standards to be mostly 1.5 m long with 1.35 m standards allowed on rocky ground.
- (s) Triplex strainers to be used on all strains.
- (t) Lightning droppers to be used where required on either side of gateways.
- (u) The fences are to be constructed generally without machine dozing or clearing of the line. If dozing or clearing is found to be essential, this must be identified prior to commencing work and consent sought under the Act.

2. Upgrade of existing fencelines

Length and location:

Waitiri (as marked on Plan B):

- K-A Queensberry Block 1.5 kms
- C-R Asbestos 1.0 kms

Eastburn (as marked on Plan B):

- M-N Mailbox 2.5 kms
- J-P Ludecka Block 2.0 kms

Specifications:

- Fence M – N

Fence to be upgraded using the following materials per 20 metres:

- (a) One 2.7 metre x 100 – 125 mm post or T-iron.
 - (b) Three 1.8 metre waratahs.
 - (c) Barbed wire (150 mm spacings) to be connected to top of waratahs and posts.
 - (d) Broken wires to be repaired and replaced where necessary.
 - (e) Existing bent or broken standards and T-irons to be replaced.
 - (f) Fence to be strained up and any additional work carried out to render the fence stock proof.
- Fences K - A, C - R and J – P

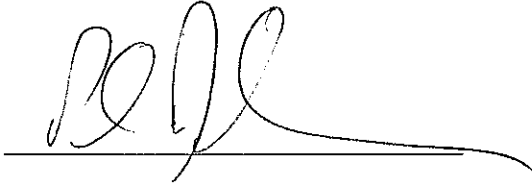
The following work is to be carried out over the full length of these fences:

- (a) Repair any broken wires and replace wire where necessary.
- (b) Replace bent or broken standards and T-irons.
- (c) Carry out any other work required to render the fence stock proof.

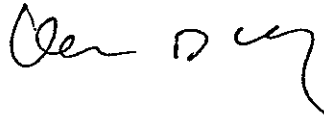
Execution Section

This Substantive Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

SIGNED by the Commissioner of Crown Lands by Paul Jackson in the presence of: pursuant to delegation



Witness



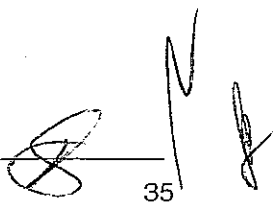
Occupation

KEVIN DONALD KELLY
SOLICITOR
WELLINGTON


Address

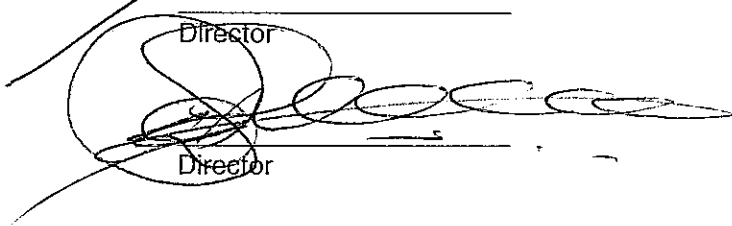
In signing this Substantive Proposal (including the schedules and appendices), the Holder:

1. accepts and agrees that:
 - (a) the Holder accepts this Substantive Proposal under section 60 of the Act and that, subject to subsections (3) and (4) of section 60 of the Act, the Holder's acceptance of this Substantive Proposal is irrevocable, and has effect as an irrevocable authority to and obligation on the Commissioner to take the appropriate actions required by the Act;
 - (b) the Holder is bound by the provisions of this Substantive Proposal;
 - (c) the Holder is also bound by the provisions of the Notice and must pay to the Commissioner all money payable by the Holder in accordance with the provisions of the Notice and this Substantive Proposal; and
 - (d) when the Final Plan is registered under section 64 of the Act, the Notice has effect as a binding contract between the Crown and the Holder according to its tenor under section 46(4) of the Act; and
2. acknowledges that:
 - (a) the Holder has obtained the written consent of the Mortgagee, TEA Custodians Limited and has also obtained the written consent of any other person having an interest in the Lease Land, to the Holder's acceptance of this Substantive Proposal; and
 - (b) the relevant consent is or consents are included in the completed Execution Copy of this Substantive Proposal.



SIGNED by Lake District Trust Limited by)
)
)

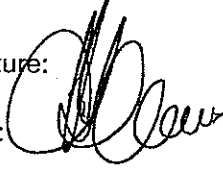


Director


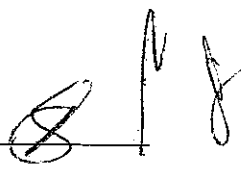
Director

Witness Signature:

Witness Name:



Occupation: **Howard Travers Alloo**
Solicitor
Address: **Dunedin**

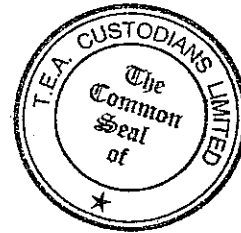


Consents

TEA Custodians Limited as the mortgagee under the mortgage 5035459.3, hereby:

- (a) consents to the Holder's acceptance of this Substantive Proposal dated 13 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the Easement prior to the registration of any new mortgage to be granted in its favour over the Schedule Two and Three Land as contemplated by clause 5.16; and
- (b) agrees to sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the Holder or the Commissioner to register a discharge of mortgage 5035459.3 and any new mortgage over the Schedule Two and Three Land.

Dated: 23rd December 2002



2002/1042

SIGNED for and on behalf of)
 TEA Custodians Limited)
 in the presence of:)

Witness Signature: Tracy Sunde
 Witness Name:
 Occupation: Tracy Sunde
 Administrative Assistant
 Auckland
 Address:

The Common Seal of
 T.E.A. Custodians Limited was
 hereunto affixed by the authority of:
 John Alan Arnerich Authorised Signatory
 Matthew Joseph Band Designated Signatory


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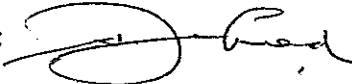
Consents

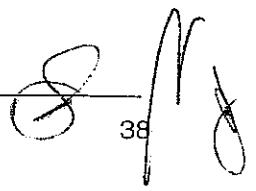
The Otago Regional Council, being the grantee under land improvement agreement 831936 registered against the Waitiri Lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 13 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 17 December 02.

SIGNED for and on behalf of
The Otago Regional Council
in the presence of:)
)



Witness Signature: 
Witness Name: D. MACLEOD
Occupation: Committee Secretary
Address: 70 Stafford St
Dunedin.

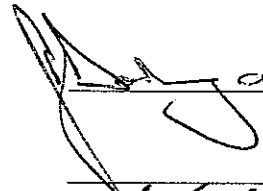

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Consents

Pioneer Generation Limited, being the grantee under transfer 871466.1 registered against the Waitiri Lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 13 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 6-1-03

SIGNED for and on behalf of
Pioneer Generation Limited
in the presence of:

)
)
)
 CHIEF EXECUTIVE

Witness Signature:



Witness Name:

P. T. Mulvihill

Occupation:

Civil Engineer

Address:

28 Kenmare Street
Alexandra


Consents

Betty Milo Omond and Brett Ivan Duffy, Nicola Hazel Duffy and Iain Grant Fyfe, being the registered proprietors of the dominant tenements described in transfer 682921.10 registered against the Eastburn Lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 13 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 8th March 2003

SIGNED by *B.M.O*
Betty Milo Omond)
in the presence of:)

B.M. Omond

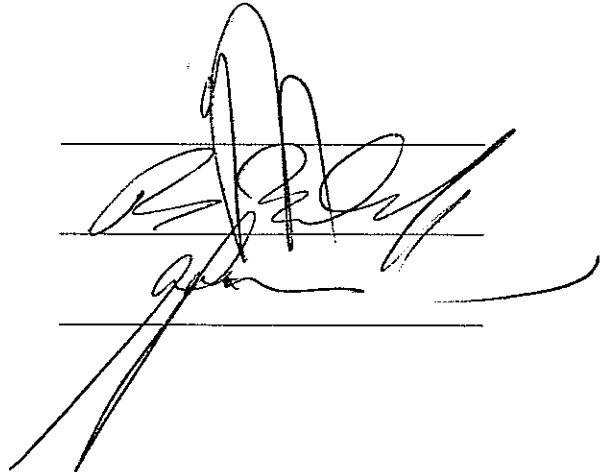
Witness Signature: 

Witness Name:

Occupation:

Address: Noel Howard O'MALLEY
Solicitor
Balclutha N.Z.

SIGNED by)
Brett Ivan Duffy,)
Nicola Hazel Duffy and)
Iain Grant Fyfe)
in the presence of:)



Witness Signature: *Paul Lehard*

Witness Name: Paul Lehard

Occupation: Electrician.

Address: PO Box 571
Wanaka.

Consents

Murray Ian Gardiner, Ellen Katrina Gardiner, Roger Graeme Healy and Kay Sheree Healy, being the registered proprietors of the dominant tenements described in transfer 751423 registered against the Eastburn Lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 13 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 14th January 2003

SIGNED by
Murray Ian Gardiner and
Ellen Katrina Gardiner
in the presence of:

MI Gardiner
E K Gardiner

Witness Signature: [Signature]

Witness Name: RUSSELL GRAEME HAMILTON

Occupation: COMPANY DIRECTOR

Address: 33 OLD SCHOOL Rd RD1 QUEENSTOWN

SIGNED by
Roger Graeme Healy and
Kay Sheree Healy
in the presence of:

[Signature]
[Signature]

Witness Signature: [Signature]

Witness Name: R G HAMILTON

Occupation: COMPANY DIRECTOR

Address: 33 OLD SCHOOL Rd QUEENSTOWN

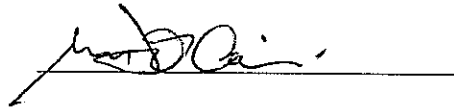
[Signature]
[Signature]

Consents


The Crown acting through Transit New Zealand, being the party entitled to the benefit of compensation certificates 5142665.1 and 5142665.2 registered against the Waitiri Lease and a certain Entry Agreement and Agreement for Sale of Land dated 18 January 2002, made between the Crown, the Holder and the Commissioner hereby consents to the Holder's acceptance of this Substantive Proposal dated 13 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 17 December 2002

SIGNED for and on behalf of
The Crown by Transit New Zealand)
in the presence of:)

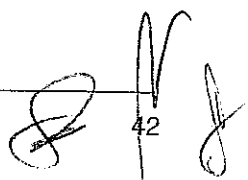


MIKE O'CARROLL
REGIONAL MANAGER

Witness Signature: 

Witness Name: 

Occupation: Howard Travers Alloo
Solicitor
Address: Dunedin

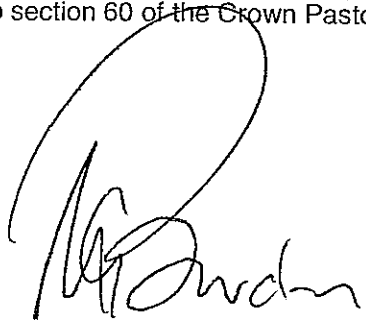


Consents

Royalburn Farming Company Limited, being the party entitled to the benefit of deed of easement OT15C/568 registered against the Eastburn Lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 13 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 5/2/2003.

SIGNED for and on behalf of
Royalburn Farming Company
Limited in the presence of:




Director

Witness Signature:

Witness Name:

Occupation:

Address:


George Latham Berry
Solicitor
Damaru

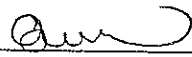
Consents

Telecom New Zealand Limited, being the party entitled to the benefit of certain telecommunications and electricity easements created by deeds of easement 5408146.3 and 5408146.4 registered against the Waitiri Lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 13 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 23 December 2003

Christine Diana Marie Turner
Environmental Manager
Telecom New Zealand Limited

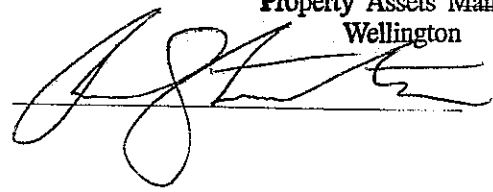
SIGNED for and on behalf of
Telecom New Zealand Limited
in the presence of:



Paul Ronald Alfred Dickason
Property Assets Manager
Wellington



Witness Signature:



Witness Name:

Occupation:

Jeremy Paul Stevenson-Wright
Acquisition Project Consultant
Wellington

Address:

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We: **Christine Diana Marie Turner**
Environmental Manager
Telecom New Zealand Limited

and

Paul Ronald Alfred Dickason
Property Assets Manager
Wellington


hereby severally certify:

1. That by a Power of Attorney dated 2 July 2001 ("the Power of Attorney") we were, by virtue of being Authorised Signing Officers, appointed jointly as attorneys of Telecom New Zealand Limited ("Telecom") on the terms and subject to the conditions set out in the Power of Attorney.
2. That copies of the Power of Attorney are deposited in the Land Titles Offices at:

Auckland	as No D.627839.1	Gisborne	as No 234465.1	New Plymouth	as No 481759.1
Christchurch	as No 5074754.1	Hamilton	as No B.674932.1	Wellington	as No 5074486.1
Dunedin	as No 5074473.1	Napier	as No 719487.1		
3. That we executed the instrument(s) to which this certificate relates under the powers conferred by the Power of Attorney.
4. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington
this 23 day of December 2002

SIGNED at Wellington
this 23 day of December 2002

.....


.....


Paul Ronald Alfred Dickason
Property Assets Manager
Wellington



Consents

Transpower New Zealand Limited, being the party entitled to the benefit of the easement over the Eastburn Lease created by Gazette notice 922922.1 hereby consents to the Holder's acceptance of this Substantive Proposal dated 13 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated:

13th January 2003

SIGNED for and on behalf of
Transpower New Zealand Limited
in the presence of:



Witness Signature:

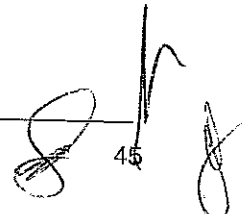


Witness Name:

Andrew Robert Forbes
Property Advisor
Transpower NZ Ltd.
WELLINGTON

Occupation:

Address:


45

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, ALLAN GEOFFREY BRADSHAW, Environment Safety & Property Manager, of Wellington, hereby certify as follows:

That by deed dated 13th June 2002, TRANSPOWER NEW ZEALAND LIMITED, a duly incorporated company having its registered office at Wellington ("the Company"), appointed, as its attorneys in New Zealand, the persons then and from time to time holding certain offices within the Company (such offices being specified in the said deed), on the terms and subject to the conditions set out in the said deed.

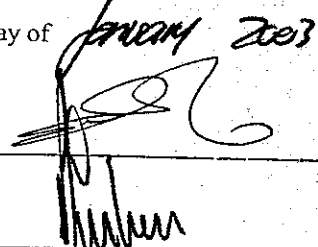
That the said deed was deposited under Power of Attorney Number 5277930.2 with the Registrar General of Land, pursuant to Section 151 Land Transfer Act 1952 on 9th July 2002.

That I hold the above-mentioned office specified in the said deed.

That, as the date hereof, I have not received any notice or information, actual or constructive, of the revocation of the said power of attorney either through the dissolution or winding up of TRANSPOWER NEW ZEALAND LIMITED or otherwise or of the cancellation or revocation of my appointment as attorney of the Company or otherwise.

SIGNED at Wellington this 13th day of January 2003

ALLAN GEOFFREY BRADSHAW



Andrew Robert Forbes
Property Advisor

Transpower NZ Ltd.

WELLINGTON

in the presence of:

Witness Signature

Occupation

City of

Residence: