

Crown Pastoral Land Tenure Review

Lease name: MERIVALE

Lease number: PO 193

Lease name: GEORDIE HILLS

Lease number: PO 053

Lease name: LONGACRE

Lease number: PO 188

Lease name: SHIRLMAR

Lease number: PO 192

Lease name: TIMBURN

Lease number: PO 237

Lease name: NINE MILE

Lease number: PO 365

Substantive Proposal - Part 4

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

November

05

Part 6:

**Indicative FENCING SPECIFICATIONS: Fencing and
Tracking Requirements – Coal Creek Riparian
Conservation Area – Diagram
D Timburn**

SECTION 1

New Fencing

Length and location: Coal Creek Riparian Conservation Area

New Fence – 2400m (approximately)

Upgrade of Existing Fence – 1100 m (approximately)

Specifications:

1. Fence to be constructed of five, 12 ½ gauge or No. 8 wires with the bottom wire as close to the ground as conditions permit.
2. An electric outrigger wire is to be installed on the outside (freehold side) of the fence.
3. Attach electric outriggers to all waratahs and posts.
4. Install 2.00mm electric fence wire through outriggers.
5. Install Gallagher B45 Solar Kit with Gallagher super earth kit.
6. Install electric spring gates where gates erected.
7. 2.1 metre treated timber strainers with treated stays to be used for gateways and ends of strains.
8. 100-125mm treated timber posts to be used where required.
9. All strainers, angle posts and dip posts to be drive 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.
10. T-irons may be used with crossbar instead of posts on high spots and on corners, with tie-backs.
11. Netting to be hung on creek crossings and left to swing.
12. All strainers and angles to be mortised, stayed and blocked. Stays to be one-third of the way up posts.
13. Tie-backs are permitted on both sides of the fence.
14. All wires are to be securely and neatly tied off and strained evenly.
15. Line to be benched where required (refer attached plan and separate section in specifications).
16. Post stapes (barbed) to be driven well in but allow the wire to run through.
17. Strains not to exceed 250 metres on easy country.

18. Posts to be driven or dug in to such a depth that 112cm (44") remains out of the ground.
19. Strainers and angle posts to be dug in to such a depth that 117cm (46") remains out of the ground.
20. Under no circumstances are any strainers, posts or stays to be shortened either prior to or subsequent to their placement in the ground.
21. Six waratah standards per 20 metres to be used. Waratah standards to be mostly 1.8m long with 1.65m standards allowed on rocky ground.
22. Triplex strainers to be used on all strains.
23. Lightning droppers to be used where required on either side of gateways.
24. Two 4.27m cyclone gates to be erected at the upstream and downstream boundaries at approximately grid references: NZMS 260 G40 _z47468 _{ss}00334 and _z45863 _{ss}00083.
25. Rabbit netting (minimum standard 40" (1016mm) x 1 5/8" diamond x 17 or 18 gauge wire) to be securely fastened at 0.5m intervals and at either side of, and fastened to the bottom three wires.
26. An apron of rabbit netting, with a minimum of 200mm on the ground to be rocked and pegged, toward the uphill or rabbit pressure side of the fence.
27. Securing of rabbit netting at difficult points (e.g. washouts or gullies) to be handled on an individual basis.

SECTION 2 FENCE TO BE UPGRADED (see attached plan)

Specifications:

1. Existing Fence to be restrained.
2. Fence must be upgraded to a driven upright every 5m with sufficient posts, strainers, stays and tie downs to constitute a sound structure.
3. Rabbit netting (minimum standard 40" (1016mm) x 1 5/8" diamond x 17 or 18 gauge wire) to be securely fastened at 0.5m intervals and on either side of each upright to three wires, one of which is the bottom wire of the fence.
4. An apron of rabbit netting, with a minimum of 200mm on the ground to be rocked and pegged, toward the uphill or rabbit pressure side of the fence.
5. Repairs to be made using materials from redundant sections of fence within proposed conservation area.

6. Attach electric outriggers with 2.00mm electric fence wire and connect to top wire of new fence sections.
7. Securing of rabbit netting at difficult points (e.g. washouts or gullies) to be handled on an individual basis.

SECTION 3

Specifications: Benching

1. Areas as marked in red on attached plan are to be benched.
2. The line is to be pegged prior to construction.
3. A digger operated by a competent operator is to be used for all earth works.
4. Where possible, spoil is to be deposited uphill of the bench line.
5. Under no circumstance is spoil to be deposited in Coal Creek, its bed or any adjoining gully or waterway.
6. Batters are to be graded off to merge with the land form.

SECTION 4

Specifications: Water Holes

1. Water holes are to be excavated at NZMS 260 G40 2247290 5600116 and 2245863 5600083.
2. Holes are not to be connected to the creek by a ditch and are to be excavated to a sufficient depth so as to be replenished by ground water.
3. Excavations are to be a maximum practical distance outside of the fenced boundary of the conservation area.
4. Excavation is to be kept to a bare minimum.
5. Machinery is to be cleaned prior to entering the work site and is to be free of soil and vegetative matter (including seeds).

SECTION 5

Specifications: TRACK ON SOUTHERN MARGIN OF CONSERVATION AREA

Length: Approximately 2km

1. The track is to be constructed along the route marked "d-e" on Diagram D and is to be pegged prior to construction.
2. A digger operated by a competent operator is to be used for all earth works.
3. Cut-outs are to be constructed as required.
4. Batters are to be graded off to merge with the land form.
5. Culverts of appropriate size are to be installed in watercourse crossings as required.
6. No spoil is to be deposited inside or immediately adjacent to the conservation area boundary.
7. Machinery is to be cleaned prior to entering the work site and is to be free of soil and vegetative matter (including seeds).

NINE MILE LEASE SCHEDULE

NINE MILE LEASE SCHEDULE

CONTENTS

- Part 1: General Provisions
- Part 2: Public Access Foot Easement
- Part 3: Indicative Specifications for Fencing Nine Mile Hotel Site

PART 1: GENERAL PROVISIONS

INTRODUCTION

This Schedule relates to the Lease described as the Nine Mile Lease.

1. Interpretation

1.1 In this Schedule, unless the context otherwise requires:

Commissioners Consideration means the amount payable by the Commissioner to the Holder by equality of exchange for the surrender of the leasehold interest in the Nine Mile Lease in respect of the Nine Mile Schedule One Land, as specified in the relevant Notice;

Easement means the Public Access Foot Easement in gross;

Freehold Land means 8094 square metres more or less being Section 2 Block XIII Lindis Survey District being the land comprised and described in Certificate of Title OT6C/328 (Otago Land Registration District) subject to:

Mortgage 913900.2;

Holder for the purposes of this Schedule means the lessee of the Nine Mile Lease;

Holder's Consideration means the amount payable by the Holder to the Commissioner by equality of exchange for the freehold of the Nine Mile Schedule Three Land as specified in the relevant Notice;

Lease Land means 2233.3037 hectares more or less being Section 1, Section 3 and Section 5-6 Block XIII Lindis Survey District and Section 11 and Section 15 Block II Cluden Survey District being the land comprised and described in folio number OT338/61 (Otago Land Registration District) subject to:

- (a) Land Improvement Agreement 884507;
- (b) 5010450.2 Deed of Easement being a grant of transmission lines rights in gross to Telecom New Zealand Limited; and

(c) mortgages.

Mortgages mean mortgage 426143, 714629.2 and 913900.2 registered against the Nine Mile Lease;

Mortgagees mean the Holder's mortgagees of the Nine Mile Lease being:

Wrightson Farmers Finance Limited under Mortgage 714629.2;

The National Bank of New Zealand Limited under Mortgage 913900.2;
and

James Gordon Lucas, under mortgage 426143 as to the two-fifth share of Myles Cameron White and Mark James Cunningham Faulks;

Nine Mile Land means the Lease Land and the Freehold Land;

Nine Mile Lease means the lease comprised and described in folio number OT338/61 (Otago Land Registry) issued under the Land Act 1948, and includes all variations and renewals of that lease;

Nine Mile Schedule One Land means

- (a) 10 hectares of the Lease Land around Camp Creek gold working shaded pink and marked as R3 on Diagram G and on Plan 1; and
- (b) 8094 square meters being the Freehold Land and being the old pub site adjacent to (a) above, shaded pink and marked R3 on Diagram G and on Plan 1;

Nine Mile Schedule Three Land means 2223 hectares of the Lease Land, as outlined in green on Plan 1;

Public Access Foot Easement means an easement in gross over that part of the Lease Land marked routes "a-a1" & "a1-b" on Plan 1, in the proposed form as set out in Part 2;

Settlement Date means the date specified in paragraph 4 of this schedule;

Substantive Proposal means this substantive proposal that the Commissioner puts to the Holder including this Schedule for the Nine Mile Lease;

- 1.2 Unless modified by this Schedule the terms defined in the Substantive Proposal have the same meaning when used in this Schedule.

2. Implementation of Substantive Proposal

- 2.1 In addition to the provisions of clauses 1-16 of the Substantive Proposal the following provisions apply to the implementation of the Substantive Proposal in respect of the Nine Mile Lease
- 2.2 Under sections 65, 66 and 69 of the Act, upon registration of the Final Plan and this Substantive Proposal under section 64 of the Act:
- (a) the Nine Mile Schedule One Land will be restored to full Crown ownership and control as historic reserve, and in respect of the Freehold Land only, and in accordance with section 81 of the Act, the Substantive Proposal has effect as a binding agreement for the sale to the Crown by the Holder of the Freehold Land as designated to be restored to full Crown ownership and control as a reserve. For this purpose the Holder shall provide the Commissioner with the Certificate of Title for the Freehold Land and the Commissioner shall request the Registrar to cancel this certificate of title and take all other actions necessary to give effect to this designation;
 - (b) subject to paragraph 2.6 below, the Commissioner will dispose of the Nine Mile Schedule Three Land to the Holder (subject to the encumbrances specified in paragraph 1.1(a) of Schedule Three) under the provisions of the Land Act 1948 by requesting that the Surveyor General issue a certificate under section 116 of the Land Act 1948 to the Registrar and that the Registrar issue a certificate of title for the Nine Mile Schedule Three Land in the name of the Holder;
- 2.3 The Nine Mile Schedule One Land will vest in the Crown freed and discharged from all mortgages, charges, claims, estates and interests.
- 2.4 The Commissioner will meet the costs for the survey (if any) of the Lease Land, including all designation areas, the Final Plan and for a certificate of title to issue for the Nine Mile Schedule Three Land.
- 2.5 The Nine Mile Lease will remain in force until a certificate of title is issued for the Schedule Three Land, and at this time the Nine Mile Lease will, under section 69(2) of the Act, be deemed to be surrendered in respect of the Lease Land.
- 2.6 Following registration of the Final Plan and this Substantive Proposal, the Commissioner must promptly:
- (a) prepare execution documents for the Easement in the forms attached to this Substantive Proposal and forward the execution documents to the relevant parties to be signed;

- (b) under section 80 of the Act, give to the Minister the Easement on the terms and conditions specified in this Substantive Proposal and the Minister must sign the execution copy of the Easement and return this to the Commissioner;
- (c) sign the execution document for the Easement; and
- (d) lodge the document for the Easement for registration at the Otago Land Registry once the document is signed (as the case may be) by the Commissioner, the Holder and the Minister.

2.7 Notwithstanding any other provision in this Substantive Proposal, the Commissioner will not request that the Surveyor General issue a certificate under paragraph 2.2.(b) unless and until:

- (a) The Commissioner has received the Holder's Payment from the Holder under clause 11.1 of the Substantive Proposal, and the Commissioner has received all other money payable by the Holder under this Substantive Proposal;
- (b) The Commissioner has received the respective Holder's Payments from the other Holders under the Relevant Schedules and the Commissioner has received all other money payable by the other Holders under the Substantive Proposal;
- (c) the Holder has provided to the Commissioner the duplicate of the Nine Mile Lease (if the Holder has this document) and has signed and returned to the Commissioner any other documents reasonably required by the Commissioner to be signed by the Holder to give effect to this Substantive Proposal; and
- (d) the Holder has procured the Mortgagees' execution of a registrable discharge of the Mortgages and, if required by the Mortgagees, the Holder has executed registrable new mortgage documents (in relation to the Nine Mile Schedule Three Land only) and if the Mortgagee holds the duplicate of the Lease, the Holder has procured that Mortgagee to allow the Holder to provide the Nine Mile Lease to the Commissioner and the Holder has provided these documents to the Commissioner.

2.8 Subject to clause 2.6, the Commissioner will lodge the discharge of the Mortgages, the duplicate of the Nine Mile Lease, and any new mortgage documents at the Otago Land Registry, to be registered against the certificate of title to be issued under the Land Transfer Act 1952 for the Nine Mile Schedule Three Land, so that the certificate of title for the Nine Mile Schedule Three Land will issue subject to any new mortgage.

3. Settlement Date

The Settlement Date for the disposal of the Nine Mile Schedule Three Land to the Holder by freehold disposal will be the day that is five working days following the day that the Final Plan and a copy of this Substantive Proposal are registered at the Otago Land Registry under section 64 of the Act.

4. Lowest price

4.1 The Holder's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Nine Mile Schedule Three Land under section EH 48(3)(a) of the Income Tax Act 1994 is equal to the Holder's Consideration.

4.2 The Commissioner's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Nine Mile Schedule One Land under section EH 48(3)(a) of the Income Tax Act 1994 is equal to the Commissioner's Consideration.

5. Consents

5.1 Under section 60(4) of the Act the Holder must obtain the written consent to the Holder's acceptance of this Substantive Proposal from all persons having an interest in the Lease Land (other than the Holder), including, but not limited to:

the Mortgagees;

the grantee of Land Improvement Agreement 884507, registered against the Nine Mile Lease;

the grantee of Deed 5010450.2 registered against the Nine Mile Lease; and

any other person that the Commissioner reasonably believes has an interest in the Lease Land or who the Holder reasonably believes has an interest in the Lease Land.

5.2 In addition to obtaining the consents of the persons outlined in paragraph 5.1 of this Schedule, the Holder must also obtain:

all corporate consents; and

if required, consent under the Overseas Investment Act 1973 and the Overseas Investment Regulations 1995,

necessary for the Holder to accept this Substantive Proposal.

- 5.3 The Holder will procure the Mortgagees to execute a registrable discharge of the Mortgages and, if required by the Mortgagees, the Holder will execute registrable new mortgage documents and forward these to the Commissioner to be registered at the same time as the certificate of title for the Nine Mile Schedule Three Land issues.
- 5.4 The Commissioner will provide the Mortgagees with an undertaking that, subject to the provisions in paragraph 2.6 being satisfied, it will register the discharges of the Mortgages and register the new mortgages against the certificate of title for the Nine Mile Schedule Three Land at the same time as the certificate of title for the Nine Mile Schedule Three Land issues.

6. Fencing

6.1 If:

each Holder has accepted this Substantive Proposal in accordance with clause 4; and

that acceptance has taken effect pursuant to section 60(4) of the Act,

then the parties will comply with paragraphs 2.2 – 2.4 of this Schedule, where applicable to the Land.

- 6.2 The Commissioner will, at its cost, erect new along the Northern, Eastern and Western boundaries of the Freehold Land, being the Nine Mile Hotel site as shown in Diagram H. The position of the fenceline has been identified by using satellite positioning technology (GPS) and by pegging.
- 6.3 The Commissioner will erect the fencing referred to in paragraph 6.2 of this Schedule according to the specifications in Part 3.
- 6.4 The ongoing maintenance of the fencing referred to in paragraph 6.2 of this Schedule will be under the terms of the Fencing Act 1978.

8. Address of Holder

For the purposes of clause 16.4 of the Substantive Proposal, the address of the Holder of the Nine Mile Lease is:

**James Gordon Lucas, Marion Lesley Lucas, Myles Cameron White and
Mark James Cunningham Faulks
Lindis Valley
Tarras
OTAGO**

Part 2: PROPOSED FORM for PUBLIC ACCESS FOOT EASEMENT in gross

Nine Mile.
Easement in Gross - Public

TRANSFER GRANT OF EASEMENT IN GROSS

Public Foot Access

Land Transfer Act 1952

RELEASED UNDER THE OFFICIAL INFORMATION ACT
Transfer Instrument

Section 90, Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

Otago

Grantor

Surname(s) must be underlined

JAMES GORDON LUCAS, MARION LESLEY LUCAS, MILES CAMERON WHITE & MARK JAMES CUNNINGHAM FAULKES by the COMMISSIONER OF CROWN LANDS, the deemed owner pursuant to Section 80 Crown Pastoral Land Act 1998

Grantee

Surname(s) must be underlined

HER MAJESTY THE QUEEN, acting by and through the MINISTER OF CONSERVATION

"Grant" of easement or profit(s) à prendre or creation of covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this _____ day of _____

Attestation

Signed by

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

acting under written delegation from the COMMISSIONER OF CROWN LANDS

Signature [common seal]

Signed for and on behalf of HER MAJESTY THE QUEEN by

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

under a written delegation

Signature [common seal]

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

Annexure Schedule 1

Easement Instrument Dated Page of Pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT in gross)
Right of Way		[To be inserted]	In Gross

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

~~[Memorandum number _____ registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule 2].~~

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

Annexure Schedule 2

Easement Instrument Dated Page of Pages

Continuation of Estate or Interest or Easement to be created

Easement in gross under section 7(2) Conservation Act 1987 for:

- (1) Foot access
- (2) Non motorised vehicle powered by a person or persons access

Definitions

- 1. In this Easement Instrument unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land being [50] metres wide which is marked (*currently marked as "a-a¹" on the Designations Plan*) on S.O. Plan No. [] and that part of the Servient Land being [10] metres wide which is marked (*currently marked as "a¹- b" on the Designations Plan*) on S.O. Plan No. [].
 - 1.2 "Servient Land" means the land owned by the Grantor and described in Schedule A.
 - 1.3 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Grantee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public.
 - 1.4 "Grantor" means the owner of the Servient Land and includes the Grantor's tenants and invitees.

Standard Easement Terms

Access

- 2.1 The Grantee has the right in common with the Grantor to pass and re-pass at any time over and along the Easement Area on foot.
- 2.2 The Grantor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use of the Easement Area.

Exclusion of Schedules

- 3. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and in the Ninth Schedule of the Property Law Act 1952 are expressly excluded.

Term

- 4. The easement created by this Easement Instrument is to continue in perpetuity.

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

Annexure Schedule 2

Easement Instrument Dated Page of Pages

Temporary Suspension

5. The Grantee (not being a member of the public) may close all or part of the Easement Area and suspend public access to it if reasons of public safety or emergency require closure, or otherwise in accordance with the provisions of section 13 of the Conservation Act 1987.

Dispute

- 6.1 If a dispute arises between the Grantor and Grantee (not being a member of the public) concerning the rights created by this Easement Instrument the parties are to enter into negotiations in good faith to resolve it.
- 6.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 6.3 If the dispute is not resolved within 21 days or such other period, as agreed to in writing between the parties, after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated.
- 6.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 7.1 A notice to be given under this easement by one party to the other is to be in writing and must:
- (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party.

If clause 7.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.

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

Annexure Schedule 2

Easement Instrument Dated Page of Pages

Special Terms

The standard easement terms contained above must be read subject to any special easement terms set out below.

- 8 The Grantee (not being a member of the public) has the right:
 - 8.1 To mark the Easement Area as appropriate.
 - 8.2 To erect and maintain stiles.
 - 8.3 To erect and maintain signs informing the public of their rights and responsibilities in relation to the Easement Area.
 - 8.4 To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 8.1 to 8.3
- 9 In doing any of the matters specified in clause 8, the Grantee (not being a member of the public):
 - 9.1 Must take reasonable and proper care not to damage any property of the Grantor and must properly repair any such damage;
 - 9.2 Must, upon completion of any work on or over or immediately adjacent to the Easement Area, restore the surface as nearly as possible to its former condition.
- 10. The Grantor must install gates no less than four metres in width where fence lines cross the Easement Area and keep the gates unlocked at all times unless otherwise agreed with the Grantee (not being a member of the public).
- 11. The Grantee will not deposit rubbish on the Easement Area.
- 12. No dogs or firearms are permitted on the Easement Area.
- 13 The Easement Area is closed between 10 October and 5 December (both dates inclusive).

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

Part 3

Indicative FENCING SPECIFICATIONS: NINE MILE HOTEL SITE:

Length and Location: 280 metres (approximately) and located along the northern, eastern and western boundaries of the Freehold Land, being the Nine Mile Hotel Site as shown on Diagram H.

Type: Six wire fence

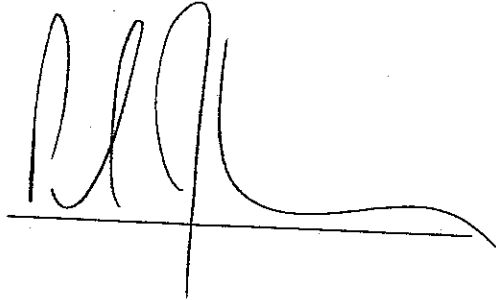
Specifications:

1. Fence to be constructed of six HT (2.44mm) wires and top wire barbed.
2. 2.1 metre treated timber strainers with treated stays to be used for gateways and ends of strains.
3. T irons to be used where required.
4. 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.
5. All strainers and angles to be mortised, stayed sand blocked. Stays to be one-third of the way up the posts.
6. Tie-backs are permitted on both sides of the fence.
7. All wires are to be securely and neatly ties off and strained evenly. Bottom wire to be kept 15 cm off the ground.
8. Strainers and angle posts to be dug in to such a depth that 117cm (46") remains out of the ground.
9. Under no circumstances are any strainers, posts or stays to be shortened either prior to or subsequent to their placement in the ground.
10. Six Waratah standards per 20 metres to be used. Waratah standards to be mostly 150cm (5') long with 135cm (4'6") standards allowed on rocky ground and 165cm (5'6") standards on soft ground.
11. Triplex strainers to be used on all strains.
12. Lightning droppers to be used where required on either side of the gateways.
13. A 4m cyclone gate is to be erected at the south eastern corner.

Execution Section

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

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



A M Pagan
Witness
Solicitor
Occupation
Wellington
Address

In signing this Substantive Proposal (including the schedules and appendices), the Holder of the **Geordie Hill Lease, Matthew Robert McCaughan:**

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 the Holder's Payment and all other 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

acknowledges that:

- (e) the Holder has obtained the written consent of the Mortgagees, 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
- (f) the relevant consent is or consents are endorsed on or attached to the completed Execution Copy of this Substantive Proposal.

SIGNED by Matthew Robert McCaughan:

Matthew R McCaughan

Witness Signature:

A. B. McKay

Witness Name:

Occupation:

Address:

A. B. McKay
Solicitor
CROMWELL



Otago
Regional
Council

Our reference:
IP140, UO045

21 January 2004

Checketts McKay
Lawyers
P O Box 184
Cromwell

Attn: Mr A B McKay

Dear Partners

M R McCaughan, Geordie Hills Station

Thank you for your advice that the above pastoral lease is currently in the process of tenure review.

As you are aware, there is a land improvement agreement (820570) on the property and I confirm that the Council approves of the tenure proposal on the understanding that the land improvement agreement remains on the new title.

Yours faithfully

A handwritten signature in dark ink, appearing to read 'David MacLeod'.

David MacLeod
I g:\s11\checketts.doc





Otago
Regional
Council

Our reference:

U0045, IP140/605591, 606168

RECEIVED 15 OCT 2003

14 October 2003

Checketts McKay
Lawyers
P O Box 184
Cromwell

Attn: Mr A B McKay

Dear Sir

M R McCaughan, Geordie Hills Station

Further to the correspondence concerning the release of LIA 820570 over an area of 4 hectares, I confirm that the Council is willing to prepare a partial release over this area once the title is issued. Would you please let me know the details in due course.

Yours faithfully

David MacLeod

I g:\s12\checketts mckay.doc



CERTIFICATE OF DISCHARGE OF LAND IMPROVEMENT AGREEMENT

NO. 689041

To the District Land Registrar of the Land Registration District of Otago

1. Particulars of Land Improvement Agreement:
Registration number and certificates of title affected:

689041 OT 338/71

2. I certify that all the requirements of the Agreement between the Otago Regional Council (previously Otago Catchment Board) and the owner have been performed or otherwise discharged so far as they affect all of the land affected by the Land Improvement Agreement of which particulars of registration are quoted above, and I forward this certificate to be deposited in your registry and the discharge noted in accordance with subsection 5 of section 30A of the Soil Conservation and Rivers Control Act 1941.
3. It is hereby certified that the Otago Regional Council assumed the assets and liabilities of the Otago Catchment Board by order in Council dated 9th day of June 1989.

This Certificate of Discharge of Land Improvement Agreement is signed on behalf of the Otago Regional Council.

Dated at *Dunedin* this *27th* day of *August* 2003

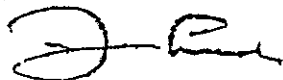
Signed by



)
)
) **Russell Wayne Scott**
Director Corporate Services
For and on behalf of the
OTAGO REGIONAL COUNCIL

in the presence of

Witness:



Address:

70 Ashford St

Occupation:

Dunedin
Committee Secretary

SHEILA ELLEN McCAUGHAN, ALAN BEVIN McKAY and BRIAN ALEXANDER
McCAUGHAN as Mortgagee under the Mortgage 941279.5, hereby:

- (a) consents to the Holder's acceptance of this Substantive Proposal dated
11/12/2003 pursuant to section 60 of the Crown Pastoral Land Act 1998; 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 the Mortgage and any new mortgage over the
Schedule [Three] Land.

Dated: 11/12/2003

SIGNED by

SHEILA ELLEN McCAUGHAN,

ALAN BEVIN McKAY and

BRIAN ALEXANDER McCAUGHAN

in the presence of:

)
)
)
)
)
)

S. E. McCaughan
Alan McKay
Brian Alexander
[Signature]

Witness Signature:

[Signature]

Witness Name:

Occupation:

Address:

R. L. Bisset
Legal Executive to
Checketts McKay Solicitors
CROMWELL

BRIAN ALEXANDER McCAUGHAN and SHEILA ELLEN McCAUGHAN, being the party entitled to the benefit of the Certificate specifying Mining Rights under s417(2) Resource Management Act 1991 registered against the Lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 11/12/2003 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 11/12/2003

SIGNED by)
BRIAN ALEXANDER McCAUGHAN)
and SHEILA ELLEN McCAUGHAN)
in the presence of:)

Brian Alexander McCaughan
Sheila Ellen McCaughan

Witness Signature:

R. L. Bisset

Witness Name:

Occupation:

Address:

R. L. Bisset
Legal Executive to
Checketts McKay Solicitors
CROMWELL

~~RABOBANK NEW ZEALAND~~ *by Tania*
~~WRIGHTSON FARMERS FINANCE LIMITED~~ as Mortgagee under the Mortgage
941279.4, hereby:

- (a) consents to the Holder's acceptance of this Substantive Proposal dated
11/12/2003 pursuant to section 60 of the Crown Pastoral Land Act 1998; 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 the Mortgage and any new mortgage over the Schedule [Three] Land.

Dated: *15TH DAY OF AUGUST 2003.*

~~SIGNED by
WRIGHTSON FARMERS
FINANCE LIMITED
in the presence of~~

SIGNED for RABOBANK
NEW ZEALAND LIMITED
by its Attorneys in the presence of:
Garry Robert Grimmer
John Peter Larcomb

Witness Signature:

T.R.O. Heke

Witness Name: **Tania Ramari Quinn-Heke**
Occupation: **Bank Officer**
Address: **Wellington**

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, **Garry Robert Grimmer** and **John Peter Larcomb**
Senior Manager and Manager respectively, both of Wellington in New Zealand do hereby
certify:

1. THAT by deed dated 18th day of April 2000 Rabobank New Zealand Limited,
appointed us as its attorney's on the terms and subject to the conditions set out in the
said deed.

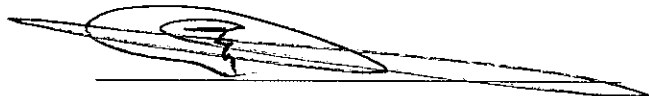
2. THAT the power of attorney was deposited in the Land Transfer Office at:
Blenheim (Marlborough Registry) and there numbered 215414.1
Christchurch (Canterbury Registry) and there numbered A483706.1
Dunedin (Otago Registry) and there numbered 5013528.1
Gisborne (Poverty Bay Registry) and there numbered 231450.1
Hamilton (South Auckland Registry) and there numbered B637396.1
Hokitika (Westland Registry) and there numbered 115481.1
Invercargill (Southland Registry) and there numbered 5016998.1
Napier (Hawkes Bay Registry) and there numbered 709427.1
Nelson (Nelson Registry) and there numbered 402416.1
New Plymouth (Taranaki Registry) and there numbered 475072.1
Wellington (Wellington Registry) and there numbered B810600.1
Auckland (North Auckland Registry) and there numbered D557660.1

3. THAT as the date hereof we have not received any notice or information of the
revocation of that appointment by the winding up of the said Rabobank New Zealand
Limited or otherwise.

SIGNED at Wellington this 15th day of August 2003.



Garry Robert Grimmer



John Peter Larcomb

APPLICATION

TO: The District Land Registrar,
Re: Memorandum of Mortgage No: 941279.4

As evidenced by the declaration lodged under the applicable abstract number appearing below, **WRIGHTSON FARMERS FINANCE LIMITED** changed its name to **RABO WRIGHTSON FINANCE LIMITED** on 17 April 1998 and changed its name to **RABOBANK NEW ZEALAND LIMITED** on 15 September 1999.

RABOBANK NEW ZEALAND LIMITED hereby applies to be registered as proprietor of all the estate and interest as mortgagee under the Memorandum of Mortgage referred to above in accordance with the said declaration.

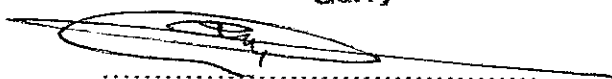
<u>Registry</u>	<u>Abstract No</u>
Auckland (North Auckland Registry) under number	D435363.1
Blenheim (Marlborough Registry) under number	207598.1
Christchurch (Canterbury Registry) under number	A427203.1
Dunedin (Otago Registry) under number	975937.1
Gisborne (Gisborne Registry) under number	G226708.1
Hamilton (South Auckland Registry) under number	B570065.1
Hokitika (Westland Registry) under number	113092.1
Invercargill (Southland Registry) under number	268577.1
Napier (Hawkes Bay Registry) under number	693475.1
Nelson (Nelson Registry) under number	391418.1
New Plymouth (Taranaki Registry) under number	464779.1
Wellington (Wellington Registry) under number	B747004.1

DATED this 15th day of August 2003

SIGNED for RABOBANK
NEW ZEALAND LIMITED
by its Attorneys in the presence of:



Garry Robert Grimmer



John Peter Larcomb

Witnessed by:



Tania Ramari Quinn-Heke
Bank Officer
Wellington

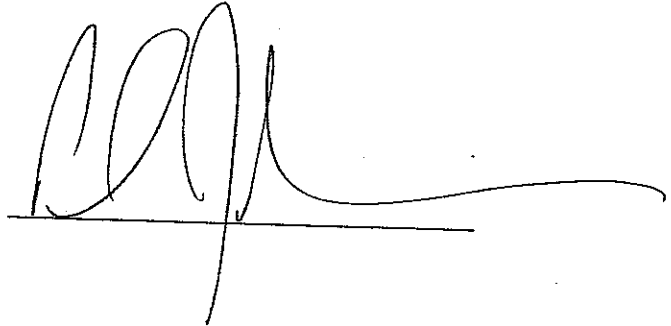
Execution Section

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

SIGNED by Paul Alexander

Jackson pursuant to delegation for the **Commissioner of Crown Lands**

in the presence of:



A M Jackson
Witness
Solicitor
Occupation
Wellington
Address

In signing this Substantive Proposal (including the schedules and appendices), the Holder of the Longacre Lease being Longacre Station Limited as lessee under the;

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 the Holder's Payment and all other 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

acknowledges that:

- (e) the Holder has obtained the written consent of the Mortgagees, 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
- (f) the relevant consent is or consents are endorsed on or attached to the completed Execution Copy of this Substantive Proposal.

SIGNED by Longacre Station Limited: _____

Director: *J. Davis* Director: *J. Davis*

MORTGAGEES CONSENT

RABOBANK NEW ZEALAND LIMITED as Mortgagee under the Mortgage 846344.2, hereby:

- (a) Consents to the Holder's acceptance of the Substantive Proposal between the Commissioner of Crown Lands and Longacre Station Limited dated 11 December 2003 pursuant to Section 60 of the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the easements prior to the registration of any new mortgage to be granted in its favour over the Schedule 3 Land as contemplated by clause 5.9; 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 the Mortgage and any new mortgage over the Schedule 3 Land.

Dated

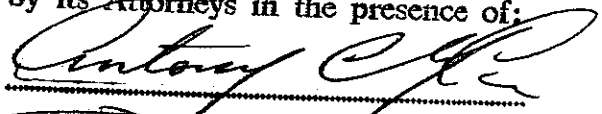
21 January

2004

Signed for and on behalf of
RABOBANK NEW ZEALAND LIMITED
In the presence of

SIGNED for RABOBANK
NEW ZEALAND LIMITED
by its Attorneys in the presence of:

Witness Signature: _____



Witness Name: Sharon Lewis-Kuresa

Antony Neil Cliffe

Occupation: Bank Officer

John Peter Larcomb

Address: _____

Wellington

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, **Antony Neil Cliffe** and **John Peter Larcomb**
Director and Manager respectively, both of Wellington in New Zealand do hereby certify:

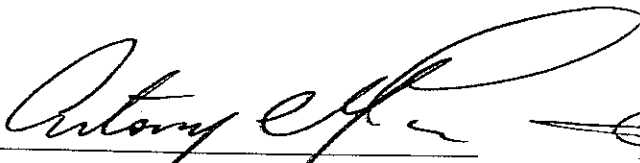
1. THAT by deed dated 18th day of April 2000 Rabobank New Zealand Limited, appointed us as its attorney's on the terms and subject to the conditions set out in the said deed.

2. THAT the power of attorney was deposited in the Land Transfer Office at:

Blenheim (Marlborough Registry) and there numbered	215414.1
Christchurch (Canterbury Registry) and there numbered	A483706.1
Dunedin (Otago Registry) and there numbered	5013528.1
Gisborne (Poverty Bay Registry) and there numbered	231450.1
Hamilton (South Auckland Registry) and there numbered	B637396.1
Hokitika (Westland Registry) and there numbered	115481.1
Invercargill (Southland Registry) and there numbered	5016998.1
Napier (Hawkes Bay Registry) and there numbered	709427.1
Nelson (Nelson Registry) and there numbered	402416.1
New Plymouth (Taranaki Registry) and there numbered	475072.1
Wellington (Wellington Registry) and there numbered	B810600.1
Auckland (North Auckland Registry) and there numbered	D557660.1

3. THAT as the date hereof we have not received any notice or information of the revocation of that appointment by the winding up of the said Rabobank New Zealand Limited or otherwise.

SIGNED at Wellington this 21st day of January 2004.



Antony Neil Cliffe



John Peter Larcomb

MORTGAGEES CONSENT

~~AND~~ **RABOBANK NEW ZEALAND**

~~WRIGHTSON FARMERS FINANCE~~ **LIMITED** as Mortgagee under the Mortgage 793167.8, hereby:

- (a) Consents to the Holder's acceptance of the Substantive Proposal between the Commissioner of Crown Lands and Longacre Station Limited dated 11 December 2003 pursuant to Section 60 of the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the easements prior to the registration of any new mortgage to be granted in its favour over the Schedule 3 Land as contemplated by clause 5.9; 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 the Mortgage and any new mortgage over the Schedule 3 Land.

Dated

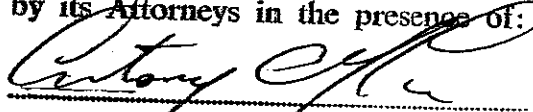
21 January

2004

Signed for and on behalf of
~~WRIGHTSON FARMERS FINANCE LIMITED~~
In the presence of

SIGNED for RABOBANK
NEW ZEALAND LIMITED
by its Attorneys in the presence of:

Witness Signature: _____



Witness Name: _____

Sharon Lewis-Kurcsa

Antony Neil Cliffe

Occupation: _____

Bank Officer

John Peter Larcomb

Address: _____

Wellington

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, **Antony Neil Cliffe** and **John Peter Larcomb**
Director and Manager respectively, both of Wellington in New Zealand do hereby certify:

1. THAT by deed dated 18th day of April 2000 Rabobank New Zealand Limited, appointed us as its attorney's on the terms and subject to the conditions set out in the said deed.

2. THAT the power of attorney was deposited in the Land Transfer Office at:

Blenheim (Marlborough Registry) and there numbered	215414.1
Christchurch (Canterbury Registry) and there numbered	A483706.1
Dunedin (Otago Registry) and there numbered	5013528.1
Gisborne (Poverty Bay Registry) and there numbered	231450.1
Hamilton (South Auckland Registry) and there numbered	B637396.1
Hokitika (Westland Registry) and there numbered	115481.1
Invercargill (Southland Registry) and there numbered	5016998.1
Napier (Hawkes Bay Registry) and there numbered	709427.1
Nelson (Nelson Registry) and there numbered	402416.1
New Plymouth (Taranaki Registry) and there numbered	475072.1
Wellington (Wellington Registry) and there numbered	B810600.1
Auckland (North Auckland Registry) and there numbered	D557660.1

3. THAT as the date hereof we have not received any notice or information of the revocation of that appointment by the winding up of the said Rabobank New Zealand Limited or otherwise.

SIGNED at Wellington this 21st day of January 2004.



Antony Neil Cliffe



John Peter Larcomb

APPLICATION

TO: The District Land Registrar, Otago (Otago Registry)

Re: Memorandum of Mortgage No: 793167.8

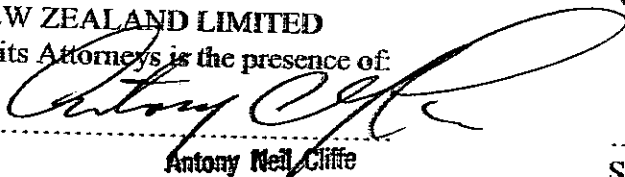
As evidenced by the declaration lodged under the applicable abstract number appearing below, **WRIGHTSON FARMERS FINANCE LIMITED** changed its name to **RABO WRIGHTSON FINANCE LIMITED** on 17 April 1998 and changed its name to **RABOBANK NEW ZEALAND LIMITED** on 15 September 1999.

RABOBANK NEW ZEALAND LIMITED hereby applies to be registered as proprietor of all the estate and interest as mortgagee under the Memorandum of Mortgage referred to above in accordance with the said declaration.

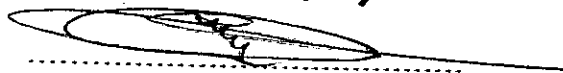
<u>Registry</u>	<u>Abstract No</u>
Auckland (North Auckland Registry) under number	D435363.1
Blenheim (Marlborough Registry) under number	207598.1
Christchurch (Canterbury Registry) under number	A427203.1
Dunedin (Otago Registry) under number	975937.1
Gisborne (Gisborne Registry) under number	G226708.1
Hamilton (South Auckland Registry) under number	B570065.1
Hokitika (Westland Registry) under number	113092.1
Invercargill (Southland Registry) under number	268577.1
Napier (Hawkes Bay Registry) under number	693475.1
Nelson (Nelson Registry) under number	391418.1
New Plymouth (Taranaki Registry) under number	464779.1
Wellington (Wellington Registry) under number	B747004.1

DATED this 21st day of January 2004

SIGNED for RABOBANK
NEW ZEALAND LIMITED
by its Attorneys in the presence of:



Antony Neil Cliffe



John Peter Larcomb

Witnessed by:



Sharon Lewis-Kuresa
Bank Officer
Wellington

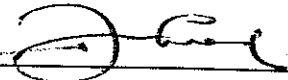
LAND IMPROVEMENT AGREEMENT HOLDERS CONSENT

The Otago Regional Council being the party entitled to the benefit of Land Improvement Agreement 823653 registered against the Lease hereby consents to the Holders acceptance of the Substantive Proposal between the Commissioner of Crown Lands and Longacre Station Limited dated 11 December 2003, pursuant to Section 60 of the Crown Pastoral Land Act 1998.

Dated at Dunedin 19 January 2004

Signed for and on behalf of
THE OTAGO REGIONAL COUNCIL
in the presence of



Witness Signature: 

Witness Name: DAVID MACLEOD

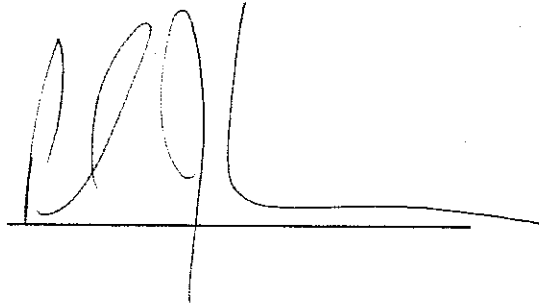
Occupation: Comm. Secretary

Address: Stafford St. Dunedin

Execution Section

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

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



A M Jackson
Witness
Solicitor
Occupation
Wellington
Address

In signing this Substantive Proposal (including the schedules and appendices), the Holder of the **Shirlmar Lease being Shirlmar Station Limited;**

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 the Holder's Payment and all other 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

acknowledges that:

- (e) the Holder has obtained the written consent of the Mortgagee, 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
- (f) the relevant consent is or consents are endorsed on or attached to the completed Execution Copy of this Substantive Proposal.

SIGNED by Shirlmar Station Limited: _____

Director *Peter A. Davis*

Director *L. Davis*

Consents

ASB BANK LIMITED as Mortgagee (of Shirlmar Station Limited) under the Mortgage 5046703.2 hereby:

- a. consents to the Holder's acceptance of this Substantive Proposal dated 11th December 2003 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 Three Land as contemplated by clause 5.9; 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 the Mortgage and any new mortgage over the Schedule Three Land but without prejudice to its rights, remedies and powers held under the said Mortgage.

Dated: 20 DEC 2003

SIGNED by ASB BANK LIMITED)
By its Attorneys)
in the presence of)

MARY MAGDALINE MORAIS

Witness Signature:

Witness Name: ~~Shelly Ann Williams~~

Occupation: **Bank Officer**
AUCKLAND

Address:

ASB BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Mary Magdaline Morais of Auckland in New Zealand, Acting Manager Loan Security Alterations, Lending Services of ASB Bank Limited.

HEREBY CERTIFY

1. THAT I hold the appointment of Manager Loan Security Alterations, Lending Services of ASB Bank Limited at Auckland (hereinafter called "the Bank").
2. THAT by Deed dated 28 November 2000 copies of which are deposited in the Land Information New Zealand office at:

Auckland	as No. D.575405.1F	(North Auckland Registry)
Blenheim	as No. 216108.1	(Marlborough Registry)
Christchurch	as No. 5020922.1	(Canterbury Registry)
Dunedin	as No. 5021507.1	(Otago Registry)
Gisborne	as No. 232181.1	(Gisborne Registry)
Hamilton	as No. B.643811.1	(South Auckland Registry)
Hokitika	as No. 115745.1	(Westland Registry)
Napier	as No. 713144.1	(Hawkes Bay Registry)
Nelson	as No. 404094.1	(Nelson Registry)
New Plymouth	as No. 476627.1	(Taranaki Registry)
Wellington	as No. B.819638.1	(Wellington Registry)

I, as holder of the appointment described in paragraph 1 hereof was constituted and appointed as attorney of the Bank on terms and subject to the conditions set out in the said Deed.

3. THAT as at the date hereof, I have not received any notice or information of the revocation of that appointment by winding up or dissolution of the Bank or otherwise.

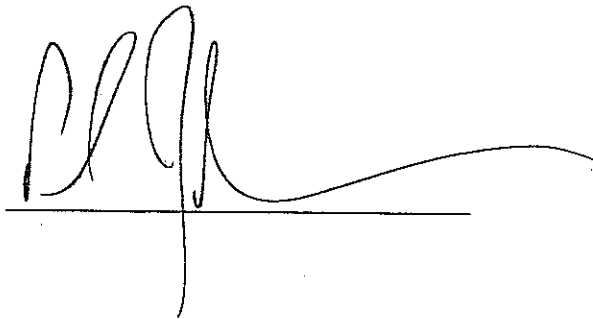
SIGNED this 30 DEC 2000 day of



Execution Section

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

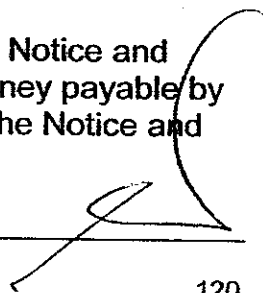
SIGNED by Paul Alexander Jackson pursuant to delegation for the **Commissioner of Crown Lands** in the presence of:



a m luggan
Witness
Solicitor
Occupation
Wellington
Address

In signing this Substantive Proposal (including the schedules and appendices), the Holder of the **Merivale Lease, being Gerald Raymond Goodger, The Trustees Executors & Agency Company of New Zealand Limited and Mary Josephine Goodger** accept and agree 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 the Holder's Payment and all other 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

acknowledges that:

- (e) the Holder has obtained the written consent of the Mortgagee, 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
- (f) the relevant consent is or consents are endorsed on or attached to the completed Execution Copy of this Substantive Proposal.

SIGNED by Gerald Raymond Goodger:

and Mary Josephine Goodger

Gerald Raymond Goodger

Mary Josephine Goodger

In the presence of:
Witness Signature

Iain Grant Fye

Witness Name:

Iain Grant Fye
Solicitor
Wanaka

Occupation:
Address:

The Trustees Executors & Agency Company of New Zealand Limited

Director:

Executed by Trustees Executors Limited
under its common seal

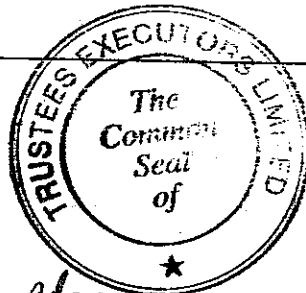
Director:

[Signature]

 Authorised Signatory

[Signature]

 Authorised Signatory



Witness Signature:

Witness Name: Aileen Jennifer DAVIS

Occupation: Service Centre Administrator
Address: Dunedin

Witness Signature: *[Signature]*

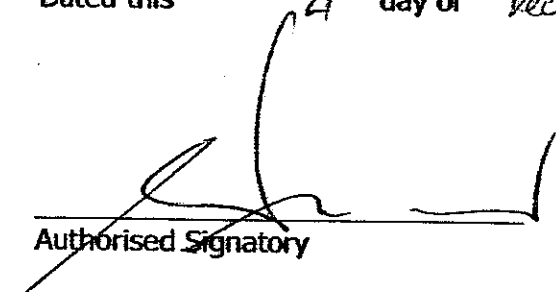
Witness Name: Renee Hogan

Occupation: Receptionist
Address: Trustees Executors Limited
Wellington

Certificate as to Change of Name

I, Michael Kevin O'Driscoll of Wellington, General Manager Personal Services of Trustees Executors Limited, hereby certify that Trustees Executors Limited was incorporated as The Trustees Executors and Agency Company of New Zealand (Limited) under the Companies Act 1860 on 6 July 1881, was reregistered to become a company under the Companies Act 1993 on 30 June 1997, its name was changed to TOWER Trust Limited on 1 May 2002 by Section 6 of the TOWER Trust Limited Act 2002 and it changed its name to Trustees Executors Limited on 1 August 2003.

Dated this 21 day of December, 2003



Authorised Signatory

Consents

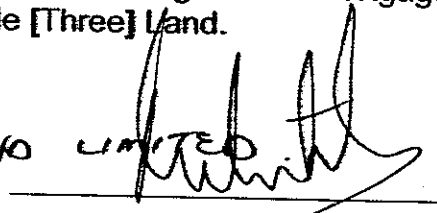
Rabobank New Zealand Ltd

[] as Mortgagee under the Mortgage [875 197-5], hereby:

- (a) consents to the Holder's acceptance of this Substantive Proposal dated 11th December 2003 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 [Three] Land as contemplated by clause 5.9; 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 the Mortgage and any new mortgage over the Schedule [Three] Land.

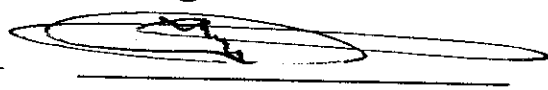
Dated:

SIGNED by [RABOBANK / NEW ZEALAND LIMITED]
in the presence of:)



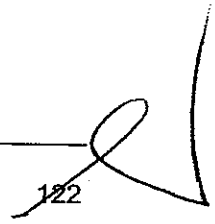
ROBERT NEES

Witness Signature: J.R.Q.



John Peter Larcomb

Witness Name: Tania Ramari Quinn
 Occupation: Bank Officer
 Address: Wellington



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, **ROBERT NEES** and **John Peter Larcomb**
Director and Manager respectively, both of Wellington in New Zealand do hereby certify:

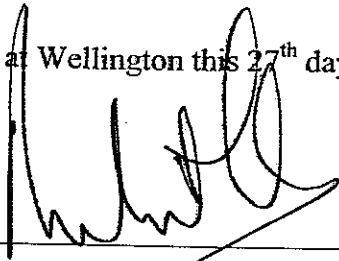
1. THAT by deed dated 18th day of April 2000 Rabobank New Zealand Limited, appointed us as its attorney's on the terms and subject to the conditions set out in the said deed.

2. THAT the power of attorney was deposited in the Land Transfer Office at:

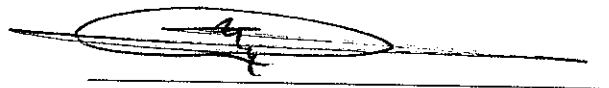
Blenheim (Marlborough Registry) and there numbered	215414.1
Christchurch (Canterbury Registry) and there numbered	A483706.1
Dunedin (Otago Registry) and there numbered	5013528.1
Gisborne (Poverty Bay Registry) and there numbered	231450.1
Hamilton (South Auckland Registry) and there numbered	B637396.1
Hokitika (Westland Registry) and there numbered	115481.1
Invercargill (Southland Registry) and there numbered	5016998.1
Napier (Hawkes Bay Registry) and there numbered	709427.1
Nelson (Nelson Registry) and there numbered	402416.1
New Plymouth (Taranaki Registry) and there numbered	475072.1
Wellington (Wellington Registry) and there numbered	B810600.1
Auckland (North Auckland Registry) and there numbered	D557660.1

3. THAT as the date hereof we have not received any notice or information of the revocation of that appointment by the winding up of the said Rabobank New Zealand Limited or otherwise.

SIGNED at Wellington this 27th day of January 2004.



ROBERT NEES

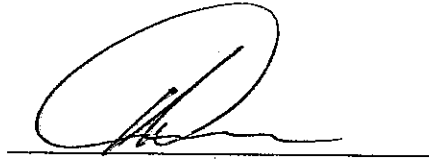


John Peter Larcomb

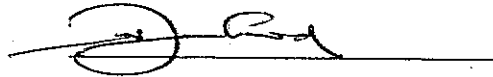
Council
[The Otago Regional Council], being the party entitled to the benefit of [Land Improvement Agreement
] registered against the Lease, hereby consents to the Holder's 829003
acceptance of this Substantive Proposal dated [] pursuant to section 60 of
the Crown Pastoral Land Act 1998.

Dated: 27 January 2004

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



Witness Signature:



Witness Name: DAVID MACLEOD
Occupation: COMMITTEE SECRETARY
Address: 10 STAFFORD ST
Dunedin

CONSENT


5189044.1

David James Grant, being the party entitled to the benefit of the Mining Permit under Crown Minerals Act 1991 registered against the Merivale Lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 3 July 2003 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated this 27th day of August 2003.

SIGNED for and on behalf of
David James Grant
In the presence of:

)
)
)



Witness Signature:



Witness Name:

Suzanne Sinclair

Occupation:

Sales & Marketing Executive

Address:

3/16 Venky St
Alexandra

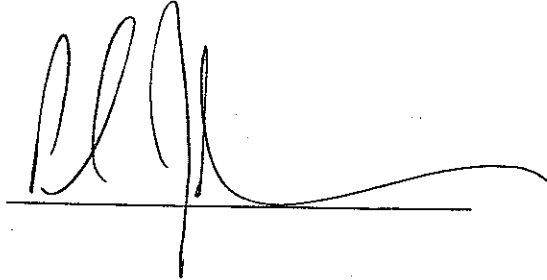
Execution Section

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

SIGNED by Paul Alexander

Jackson pursuant to
delegation for the
**Commissioner of Crown
Lands**

in the presence of:



A handwritten signature in black ink, appearing to be 'Paul Alexander', written over a horizontal line.

A M Pagan

Witness

Solicitor

Occupation

Wellington

Address

In signing this Substantive Proposal (including the schedules and appendices), the Holder of the **Timburn Lease being John Clement Anton Lucas, Elizabeth Ann Lucas and Lucas Family Trust Limited**

accepts and agrees that:

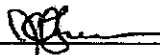
- (a) the Holder accepts this Substantive Proposal under section 60 of the Act and that, subject to subsections (3) and (4) of section 60 of the Act, the Holder's acceptance of this Substantive Proposal is irrevocable, and has effect as an irrevocable authority to and obligation on the Commissioner to 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 the Holder's Payment and all other 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

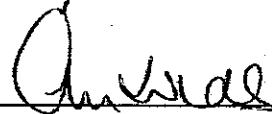
acknowledges that:

- (e) the Holder has obtained the written consent of the Mortgagee, 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
- (f) the relevant consent is or consents are endorsed on or attached to the completed Execution Copy of this Substantive Proposal.

SIGNED by John Clement Anton Lucas:



Elizabeth Ann Lucas



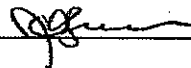
In the presence of:
Witness Signature

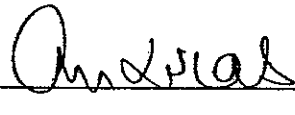


Witness Name:
Occupation:
Address:

ANGUS MCLEOD BISSET
CASUAL SHEPHERD
PO BOX 39
WARD

The Lucas Family Trust Limited

Director: 

Director: 

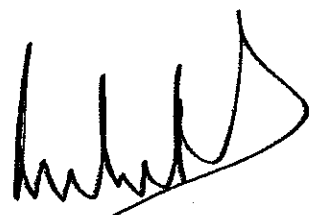
Director: Lucas.

Mortgagee Consent

Rabobank New Zealand Limited as Mortgagee under Mortgage 5753562.3 hereby:

- a) consents to the Holder's acceptance of this Substantive Proposal dated 11th December 2003 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 Three Land as contemplated by clause 5.9; 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 the Mortgage and any new mortgage over the Schedule Three Land.

Dated 27th JANUARY 2004



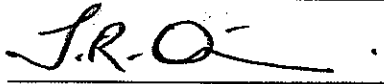
SIGNED by Rabobank New Zealand Limited
BY ITS ATTORNEYS IN THE
PRESENCE OF:

ROBERT NEES

In the presence of:

John Peter Larcomb

Witness Signature:



Witness Name:

Tania Ramari Quinn
Bank Officer
Wellington

Occupation:

Address:

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, **ROBERT NEES** and **John Peter Larcomb**
Director and Manager respectively, both of Wellington in New Zealand do hereby certify:

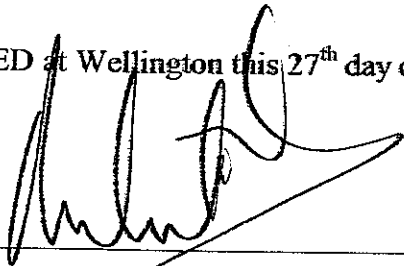
1. THAT by deed dated 18th day of April 2000 Rabobank New Zealand Limited, appointed us as its attorney's on the terms and subject to the conditions set out in the said deed.

2. THAT the power of attorney was deposited in the Land Transfer Office at:

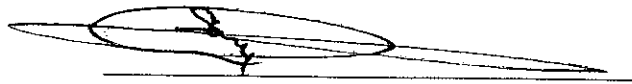
Blenheim (Marlborough Registry) and there numbered	215414.1
Christchurch (Canterbury Registry) and there numbered	A483706.1
Dunedin (Otago Registry) and there numbered	5013528.1
Gisborne (Poverty Bay Registry) and there numbered	231450.1
Hamilton (South Auckland Registry) and there numbered	B637396.1
Hokitika (Westland Registry) and there numbered	115481.1
Invercargill (Southland Registry) and there numbered	5016998.1
Napier (Hawkes Bay Registry) and there numbered	709427.1
Nelson (Nelson Registry) and there numbered	402416.1
New Plymouth (Taranaki Registry) and there numbered	475072.1
Wellington (Wellington Registry) and there numbered	B810600.1
Auckland (North Auckland Registry) and there numbered	D557660.1

3. THAT as the date hereof we have not received any notice or information of the revocation of that appointment by the winding up of the said Rabobank New Zealand Limited or otherwise.

SIGNED at Wellington this 27th day of January 2004.



ROBERT NEES




John Peter Larcomb

Consents

The Otago Regional Council, being the party entitled to the benefit of Land Improvement Agreement 829004 registered against the Lease,, hereby consents the Holder's acceptance of this Substantive Proposal dated 11th December 2003 pursuant to section 60 of the Crown Pastoral Land Act 1998.

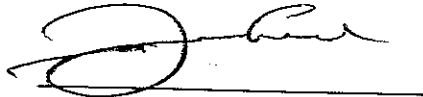
Dated 27 January 2004 2004

SIGNED for and on behalf of
The Otago Regional Council



In the presence of:

Witness Signature:



Witness Name:

K.D. MACLEOD

Occupation:

Committee Secretary

Address:

70 Adair St
Dunedin

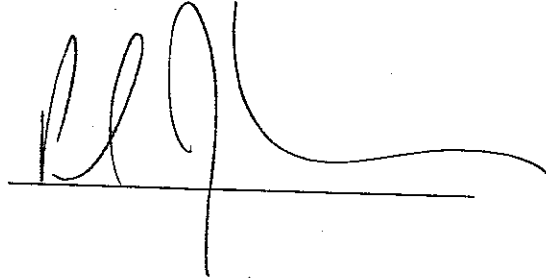
Execution Section

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

SIGNED by Paul Alexander

Jackson pursuant to delegation for the **Commissioner of Crown Lands**

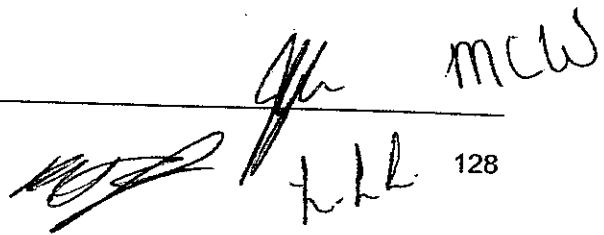
in the presence of:



A M Puzon
Witness
Solicitor
Occupation
Wellington
Address

In signing this Substantive Proposal (including the schedules and appendices), the Holder of the **Nine Mile Lease being James Gordon Lucas, Marion Lesley Lucas, Myles Cameron White and Mark James Cunningham Faulks** as lessee under the 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 the Holder's Payment and all other money payable by the Holder in accordance with the provisions of the Notice and this Substantive Proposal; and

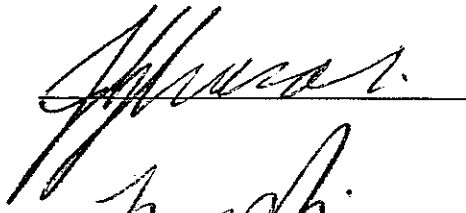
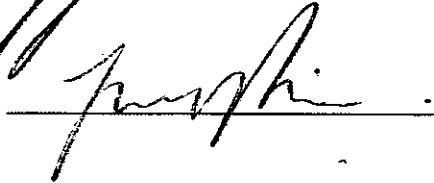


- (d) when the Final Plan is registered under section 64 of the Act, the Notice has effect as a binding contract between the Crown and the Holder according to its tenor under section 46(4) of the Act; and

acknowledges that:

- (e) the Holder has obtained the written consent of the Mortgagees, 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
- (f) the relevant consent is or consents are endorsed on or attached to the completed Execution Copy of this Substantive Proposal.

SIGNED by James Gordon Lucas:

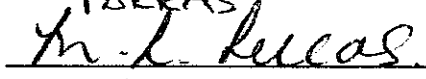
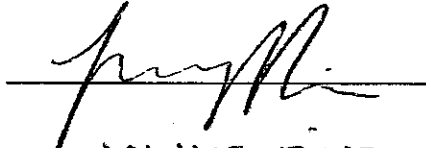



In the presence of:
Witness Signature

Witness Name:
Occupation:
Address:

JAYNE RIVE
MERINO CONSULTANT
1 CEMETERY ROAD
TARRAS

Marion Lesley Lucas:

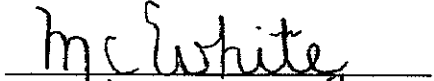
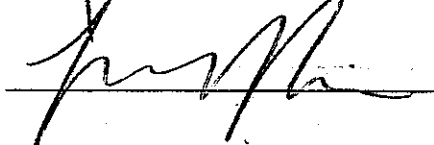



In the presence of:
Witness Signature

Witness Name:
Occupation:
Address:

JAYNE RIVE
MERINO CONSULTANT
1 CEMETERY ROAD
TARRAS

Myles Cameron White:

In the presence of:
Witness Signature

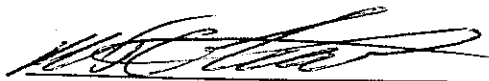
Witness Name:
Occupation:
Address:

JAYNE RIVE
MERINO CONSULTANT
1 CEMETERY ROAD
TARRAS

Mark James Cunningham Faulks:

In the presence of:
Witness Signature

Witness Name:
Occupation:
Address:



John D. Murphy

JOHN D MURPHY

LA DIRECTOR

1A FAULKS TLE

WYOMING

17-FEB-2004 02:32PM FROM-Anderson Lloyd Caudwell

+64 3 477 3184 T-153 P.002/003 F-158

21-JAN-2004 16:08 GORDON & SPIN LUCAS

834452285 P.01

FROM-ANDERSON LLOYD CAUDWELL

84 3 4773184

T-009 P.002/002 F-024

CONSENT

JAMES GORDON LUCAS as Mortgagee under the Mortgage 426143 hereby:

- (a) consents to the Holder's acceptance of this Substantive Proposal dated 11th December 2003 pursuant to Section 80 of the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the Right of Way Egress prior to the registration of any new mortgage to be granted in its favour over the Schedule 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 the Mortgage and any new mortgage over the Schedule Land.

Dated this 21st day of January 2004

Signed by JAMES GORDON LUCAS in the presence of:

[Signature]
James Gordon Lucas

[Signature]

Signature of witness

Name of witness Timothy Allen Scott Orbell

Occupation Self Employed.

Address 48 Kingan Road
Luggate
RD 3 Cromwell

CONSENT

NATIONAL BANK OF NEW ZEALAND LIMITED as Mortgagee under the Mortgage 913900.2 hereby:

- (a) consents to the Holder's acceptance of this Substantive Proposal dated 11th December 2003 pursuant to Section 80 of the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the Right of Way Engross prior to the registration of any new mortgage to be granted in its favour over the Schedule 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 the Mortgage and any new mortgage over the Schedule Land.

Dated this 16th day of February 2004

Signed by ~~KARUA KATRINA GARDNER~~
on behalf of NATIONAL BANK OF NEW ZEALAND LIMITED in the presence of:

Karua Gardner

[Signature]
Signature of witness

Name of witness **HELEN S. V. SHUM**
BANK OFFICER
AUCKLAND

Occupation

Address

13/02/2004 14:35 54-4-3845417

TELECOM NZ L4U4 WN

PAGE 04/04

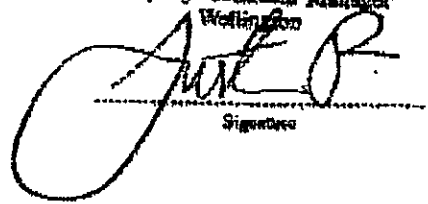
CONSENT

TELECOM NEW ZEALAND LIMITED being the Grantee of an Easement in Gross pursuant to Deed of Easement registered number 5010450.2 consents to the Holders acceptance of the Substantive Proposal dated the 11th December 2003 pursuant to Section 60 of the Crown Pastoral Land Act 1998 conditional upon the Easement in Gross being brought down on the new Freehold Title issuing as a result of the Tenure Review contained in the Proposal.

SIGNED for and on behalf of TELECOM NEW ZEALAND LIMITED on the 13 day of February 2004 by two of its Attorneys:

Mark Robert Larsen
Property Acquisition Manager
Telecom New Zealand Limited

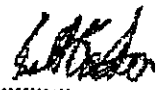
Justin Paul Parker
Property Contracts Manager
Wellington



Signature

Signature

In the presence of:
WITNESS: (to both signatories)



Ben Hadyn Easte
Acquisition Project Consultant
Wellington

Name:
Occupation:
Address:

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We: Mark Robert Larsen
Property Acquisition Manager
Telecom New Zealand Limited

Justin Paul Parker
Property Contracts Manager
Wellington

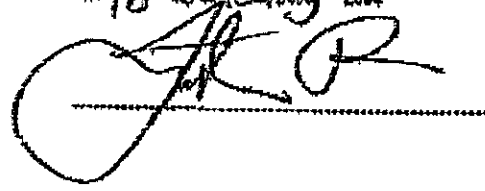
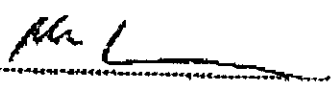
herby severally certify:

- That by a Power of Attorney dated 2 July 2001 (the Power of Attorney) we were, by virtue of being Authorized 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.
- That copies of the Power of Attorney are deposited in the Land Titles Offices at:

Auckland	as No D.627839.1	Christchurch	as No 234483.1	New Plymouth	as No 481758.1
Dunedin	as No 507473.1	Hamilton	as No B.674882.1	Wellington	as No 5074486.1
		Napier	as No 719487.1		
- That we executed the instrument(s) to which this certificate relates under the powers conferred by the Power of Attorney.
- 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.

EXECUTED at Wellington on the 13 day of FEB 2004

EXECUTED at Wellington on the 13 day of February 2004



363305.1

Rx time:13/02/2004 14:35

Rx Nr.:691 P.002

13/02/2004 14:56 #701 P.002/002

+64 9 3793264

From:MCVEAGH FLEMING

**(PARTIAL)
DISCHARGE OF MORTGAGE**
Land Transfer Act 1952

If there is not enough space in any of the panels below, use an Annexure Schedule

Mortgage Number

714629.2

Land Registration District

Otago

Certificate of Title No.

All or Part?

Area and Legal description - *Inset only when part or Stratum, CT*

338/61

All

Estate or Interest: *Insert e.g. Fee simple; Leasehold in Lease No.....; etc.*

Fee simple

DELETE A or B

A Complete Discharge

It is hereby acknowledged that all moneys intended to be secured by the said mortgage have been received

B Partial Discharge

It is hereby acknowledged that for VALUABLE CONSIDERATION received namely:

(\$)

The land described in the Schedule hereto ~~IS HEREBY DISCHARGED AND RELEASED~~ from the above mortgage and from payment of all moneys thereby secured ~~BUT WITHOUT PREJUDICE~~ to the Mortgagee's rights powers and remedies under the said mortgage.

SCHEDULE

Certificate of Title No.

Dated this 20th day of August 2003

Attestation

SIGNED for RABOBANK
NEW ZEALAND LIMITED
by its Attorneys in the presence of:

Anthony Cliffe
.....
Anthony Neil Cliffe

John Peter Larcomb

Signed in my presence by the Mortgagee
Signature of Witness

Witness to complete in **BLOCK** letters below
(unless typewritten or legibly stamped)

Witness name Tamia Ramari Quinn-Heke

Occupation Bank Officer

Address Wellington

Signature, or common seal of Mortgagee

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Mortgagor

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

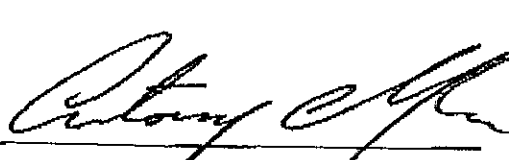
We, **Antony Neil Cliffe** and **John Peter Larcomb**
Senior Manager and Manager respectively, both of Wellington in New Zealand do hereby
certify:

1. THAT by deed dated 18th day of April 2000 Rabobank New Zealand Limited,
appointed us as its attorney's on the terms and subject to the conditions set out in the
said deed.

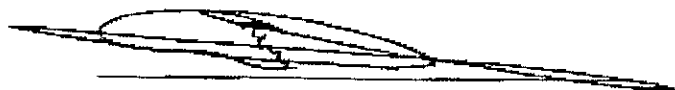
2. THAT the power of attorney was deposited in the Land Transfer Office at:
Blenheim (Marlborough Registry) and there numbered 215414.1
Christchurch (Canterbury Registry) and there numbered A483706.1
Dunedin (Otago Registry) and there numbered 5013528.1
Gisborne (Poverty Bay Registry) and there numbered 231450.1
Hamilton (South Auckland Registry) and there numbered B637396.1
Hokitika (Westland Registry) and there numbered 115481.1
Invercargill (Southland Registry) and there numbered 5016998.1
Napier (Hawkes Bay Registry) and there numbered 709427.1
Nelson (Nelson Registry) and there numbered 402416.1
New Plymouth (Taranaki Registry) and there numbered 475072.1
Wellington (Wellington Registry) and there numbered B810600.1
Auckland (North Auckland Registry) and there numbered D557660.1

3. THAT as the date hereof we have not received any notice or information of the
revocation of that appointment by the winding up of the said Rabobank New Zealand
Limited or otherwise.

SIGNED at Wellington this 20th day of August 2003.



Antony Neil Cliffe



John Peter Larcomb

APPLICATION

TO: The District Land Registrar, Otago
Re: Memorandum of Mortgage No: 714629.2

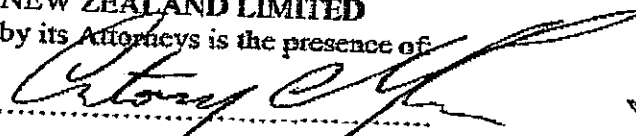
As evidenced by the declaration lodged under the applicable abstract number appearing below, **WRIGHTSON FARMERS FINANCE LIMITED** changed its name to **RABO WRIGHTSON FINANCE LIMITED** on 17 April 1998 and changed its name to **RABOBANK NEW ZEALAND LIMITED** on 15 September 1999.

RABOBANK NEW ZEALAND LIMITED hereby applies to be registered as proprietor of all the estate and interest as mortgagee under the Memorandum of Mortgage referred to above in accordance with the said declaration.


<u>Registry</u>	<u>Abstract No</u>
Auckland (North Auckland Registry) under number	D435363.1
Blenheim (Marlborough Registry) under number	207598.1
Christchurch (Canterbury Registry) under number	A427203.1
Dunedin (Otago Registry) under number	975937.1
Gisborne (Gisborne Registry) under number	G226708.1
Hamilton (South Auckland Registry) under number	B570065.1
Hokitika (Westland Registry) under number	113092.1
Invercargill (Southland Registry) under number	268577.1
Napier (Hawkes Bay Registry) under number	693475.1
Nelson (Nelson Registry) under number	391418.1
New Plymouth (Taranaki Registry) under number	464779.1
Wellington (Wellington Registry) under number	B747004.1

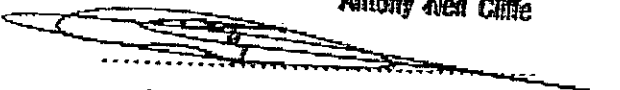
DATED this 20th day of August 2003

SIGNED for RABOBANK
NEW ZEALAND LIMITED
by its Attorneys is the presence of


.....
Antony Neil Cliffe

Witnessed by:


.....
Tania Ramani Quinn-Heke
Bank Officer
Wellington


.....
John Peter Larcomb