

Crown Pastoral Land Tenure Review

**Lease name: MT PISA I
Lease number: PO 271**

**Lease name: MT PISA II
Lease number: PO 272**

Substantive Proposal - Part 2

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

August

05

SCHEDULE 2

Special Conditions

1. Clauses 3.1.1 and 3.1.2 are deleted.
2. The word "Fence" is deleted from clause 3.1.4.

9
10/11
JSM

RELEASED UNDER THE OFFICIAL INFORMATION ACT

GRANT of

Correct for the purposes of the
Land Transfer Act 1952

COVENANT UNDER
SECTION 77 OF THE
RESERVES ACT 1977 FOR
CROWN PASTORAL LAND ACT 1998 PURPOSES



Solicitor for the Minister

COMMISSIONER OF CROWN
LANDS

to

MINISTER OF CONSERVATION

Solicitor
Department of Conservation
DUNEDIN

Appendix 5: Form for Grazing Concession

1991
John

Concession number: _____

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

MT PISA STATION LIMITED
("the Concessionaire")

GRAZING CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation
Te Papa Atawhai

THIS LICENCE is made this day of

PARTIES:

1. MINISTER OF CONSERVATION, ("the Grantor")
2. MT PISA STATION LIMITED ("the Concessionaire")

BACKGROUND

- A. The Grantor manages the Land described in Schedule 1 as a Conservation Area.
- B. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor 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 Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Document.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

"Access" means the right, in common with others, to pass and repass over the Land and any roads of the Grantor for ingress to and egress from the Land as is reasonably necessary for the Concessionaire to exercise its rights under this Licence.

"Administration Fee" means the amount specified in Item 6(b) of Schedule 1 and is the annual fee for administering the Concession imposed by the Grantor under section 60D of the Conservation Act 1987. It includes any variation in that amount following a Concession Fee Review.

"Background" means the matters referred to under the heading 'Background' on page 1 of this Document.

"Concession" means a concession as defined in section 2 of the Conservation Act 1987.

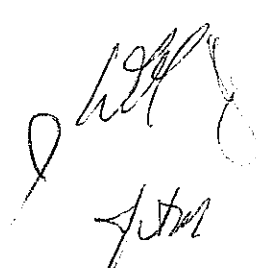
"Concessionaire" includes the Concessionaire's successors, assigns, executors, and administrators.

"Concession Activity" means the use of the Land for the purposes of the activity carried out by the Concessionaire and specified in Item 2 of Schedule 1.

"Concession Fee" means the amount specified in Item 6(a) of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review. It also includes, where relevant, the amount which the parties agree to be the new Concession Fee on a renewal of the Document.

"Concession Fee Payment Date" means the date specified in Item 7 of Schedule 1 on which the Concession Fee falls due for payment.

"Concession Fee Review" means a review of the Concession Fee determined in accordance with clause 6 of this Document.



"Concession Fee Review Date" means the date specified in Item 9 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of the term of this Document; and includes any additional dates inserted into Item 9 of Schedule 1 following a renewal of this Document.

"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 Licence and any subsequent amendments and all schedules, annexures, and plans attached to it.

"Final Expiry Date" means the date specified in Item 5 of Schedule 1.

"Land" means a Conservation Area or a Reserve (whichever is relevant in the circumstances) being the area more particularly described in Item 1 of Schedule 1.

"Licence" for purposes of this Document is the Licence granted under this Document by the Grantor to the Concessionaire under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

"Penalty Interest Rate" means the rate specified in Item 8 of Schedule 1.

"Renewal Date" means the date specified in Item 4(a) of Schedule 1.

"Renewal Period" means the period specified in Item 4(b) of the Schedule 1.

"Reserve" has the same meaning as "reserve" in section 2 of the Reserves Act 1977.

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

"Term" means the period of time specified in Item 3 of Schedule 1 during which this Document operates. It includes, where relevant, any period of renewal of the Term.

"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 Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor 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.

2.0 GRANT OF LICENCE

2.1 In exercise of the Grantor's powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor **GRANTS** to the Concessionaire a **LICENCE** 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 Land subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Licence is for the Term specified in Item 3 of Schedule 1.

3.2 Unless otherwise specified in Items 4 and 5 of Schedule 1, if the Concessionaire has not been in breach of this Document and has given to the Grantor written notice to renew the Document at least three months before the end of the Term, the Grantor will, at the cost of the Concessionaire, renew the Document from the Renewal Date for the next Renewal Period on the following terms:

- (a) the new Concession Fee is to be agreed upon before the end of the Term or, failing agreement, is to be determined as though it were a Concession Fee Review under clause 6;
- (b) the Concession Fee is to be subject to review during the Renewal Period on each Concession Fee Review Date;
- (c) the renewed Document is otherwise to be in accordance with and subject to the covenants and agreements expressed and implied in this Document except that the Term of the Document and all renewals, if any, end on the Final Expiry Date;
- (d) pending the determination of the new Concession Fee, the Concessionaire is to pay the new Concession Fee proposed by the Grantor. Upon determination an appropriate adjustment is to be made to the Concession Fee.

4.0 CONCESSION FEE AND ADMINISTRATION FEE

4.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor on or before the Concession Fee Payment Date or the Administration Fee Payment Date (as applicable) specified in Item 7 of Schedule 1:

- (a) the Concession Fee plus GST specified in Item 6(a) of Schedule 1; and
- (b) the Administration Fee plus GST specified in Item 6(b) of Schedule 1.

4.2 If the Concessionaire defaults in payment of the Concession Fee and Administration Fee for 14 days after a Concession Fee Payment Date the Concessionaire is to pay interest on the unpaid Concession Fee and Administration Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

4.3 For purposes of clause 6.0, a reference to Concession Fee includes a reference to the Administration Fee.

5.0 OTHER CHARGES

5.1 In addition to the Concession Fee and Administration Fee the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which become payable in relation to the Land as a result of the grant of this Licence.

6.0 CONCESSION FEE REVIEW

- 6.1 The Grantor will review the Concession Fee on the Concession Fee Review Dates.
- 6.2 The Grantor will commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving written notice to the Concessionaire.
- 6.3 The notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
- 6.4 If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives written notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 18.
- 6.5 Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee payable immediately before the Concession Fee Review Date. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.
- 6.6 If the Concessionaire does not give notice to the Grantor under clause 6.4 the Concessionaire will be deemed to have accepted the Concession Fee specified in the Grantor's notice.

7.0 CONCESSION ACTIVITY

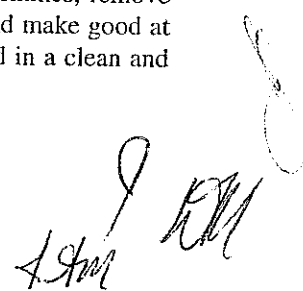
- 7.1 The Concessionaire is not to use the Land for any purpose other than the Concession Activity.

8.0 COMPLIANCE

- 8.1 The Concessionaire 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 the 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 Health and Safety in Employment Act 1992, the Resource Management Act 1991, and any other statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land, or affecting or relating to the Concession Activity.

9.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 9.1 The Concessionaire must not erect or bring on to the Land any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 9.2 The Concessionaire must keep and maintain at the Concessionaire's cost any Structures, facilities and alterations to the Land in good repair.
- 9.3 On expiry or early termination of this Document either as to the whole or any part of the Land, the Concessionaire will not be entitled to compensation for any improvements (including pasture) and any Structures or facilities remaining on the Land are to become the property of the Grantor.
- 9.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Land in a clean and tidy condition to the satisfaction of the Grantor.



10.0 PROTECTION OF THE ENVIRONMENT

10.1 Except as approved in writing by the Grantor the Concessionaire 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 Land; or
- (b) bring any plants, or animals (other than farm stock described in Item 2 of Schedule 1, farm dogs and horses for purposes of the Concession Activity) on to the Land; or
- (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
- (d) pile or store materials in any place on the Land where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Land; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Land; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Land; or
- (h) light any fire on the Land.

10.2 The Concessionaire, must at the Concessionaire's expense:

- (a)(i) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Land or any Structure or facility on the Land;
- (a)(ii) if considered necessary by the Grantor, engage a pest exterminator approved by the Grantor; and
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

10.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 10.

10.4 The Concessionaire may bring firearms on to the Land for use in connection with the Concession Activity and pest control operations.

10.5 The Concessionaire for purposes of the Concession Activity may take onto or use farm vehicles on the Land on existing formed access tracks only.

11.0 HEALTH AND SAFETY

11.1 The Concessionaire is to carry out the Concession Activity on the Land in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations.

11.2 The Concessionaire must notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment.

12.0 TEMPORARY SUSPENSION

12.1 The Grantor may suspend this Document:

- (a) if, in the opinion of the Grantor the activities of the Concessionaire, its employees, agents, contractors, licensees or invitees are having or may have an adverse effect on the environment and

the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor;

- (b) while the Grantor investigates any of the circumstances contemplated by this clause and also while the Grantor investigates any potential breach or possible offence by the Concessionaire related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act of which the Grantor has become aware.

12.2 The Grantor is not liable to the Concessionaire for any loss sustained by the Concessionaire by reason of a suspension under clause 12.1 including loss of profits.

12.3 During any period of temporary suspension the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.

13.0 ASSIGNMENT

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

13.2 If the Grantor gives consent under this clause the Concessionaire 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 Grantor otherwise provides in writing.

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

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

14.0 TERMINATION

14.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:

- (a) the Concession Fee or the Administration Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or

- (b)(i) the Concessionaire breaches any terms of this Document; and

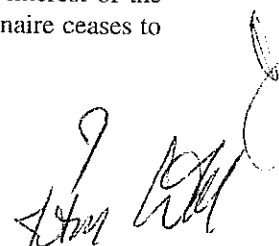
- (b)(ii) the Grantor has notified the Concessionaire in writing of the breach; and

- (b)(iii) the Concessionaire does not rectify the breach within 28 days of receiving notification; or

- (c) the Concessionaire ceases to conduct the Concession Activity; or

- (d) the Concessionaire is convicted of an offence, related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Resource Management Act 1991; or the Biosecurity Act 1993; or the Health and Safety in Employment Act 1992; or

- (e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a writ of sale or charging order; or the Concessionaire ceases to function or operate.



14.2 If the Grantor terminates the Document under this clause 14 all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or Administration Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.

14.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

15.0 INDEMNITIES AND INSURANCE

15.1 The Concessionaire will indemnify and keep indemnified the Grantor 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 Concessionaire, its employees, contractors, or invitees or otherwise caused as a result of its use of the Land or the Concessionaire's carrying out of the Concession Activity on the Land.

15.2 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.

15.3 Without prejudice to or in any way limiting its liability under clause 15.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:

(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 Land and covering:

(i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and

(ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and

(b) statutory liability insurance for the amount specified in Item 12 of Schedule 1; and

(c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 13 of Schedule 1.

15.4 With respect to clause 15.3 the Concessionaire must, before commencing the Concession Activity and on each renewal of insurance provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

16.0 ENVIRONMENTAL MONITORING

16.1 The Concessionaire must, during the Term, if required in writing by the Grantor, pay to the Grantor the annual environmental monitoring contribution specified in Item 14 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Land.

17.0 FORCE MAJEURE

17.1 Neither party will be liable to the other party for any delay in performance of, or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.

18.0 DISPUTE RESOLUTION AND ARBITRATION

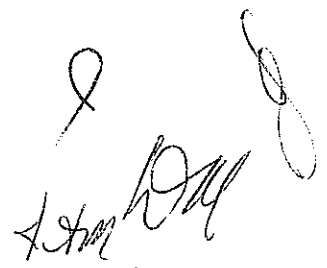
- 18.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 18.2 If the 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 mediation with a mediator agreed between the parties.
- 18.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.
- 18.4 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.
- 18.5 Notwithstanding anything 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 Land is situated is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 18.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 18.7 The parties agree that the results of any arbitration are to be binding on the parties.

19.0 NOTICES

- 19.1 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 15 of Schedule 1.
- 19.2 A notice given in accordance with clause 19.1 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.

20.0 RELATIONSHIP OF PARTIES

- 20.1 Nothing expressed or implied in this Document shall be construed as:
- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Land;
 - (b) derogating from the rights of the Grantor and the public to have access across the Land;
 - (c) preventing the Grantor from granting other concessions (except a grazing licence) to other persons.



21.0 OFFENCES

21.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act:

- (a) no waiver or failure to act by the Grantor under this Document is to preclude the Grantor from prosecuting the Concessionaire; and
- (b) no failure by the Grantor to prosecute the Concessionaire is to preclude the Grantor from exercising the Grantor's remedies under this Document; and
- (c) any action of the Grantor in prosecuting the Concessionaire is not to preclude the Grantor from exercising the Grantor's remedies under this Document.


22.0 SPECIAL CONDITIONS

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

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

Signed by Jeffrey Edward Connell:

for and on behalf of
 the Minister of Conservation
 pursuant to a written delegation (or designation as the case may be)
 in the presence of :



Witness Ralph Popplewell

Occupation Business Services Manager

Address POC Dunedin

Signed by Mt Pisa Station Limited as Concessionaire in the presence of:

) _____

) Director

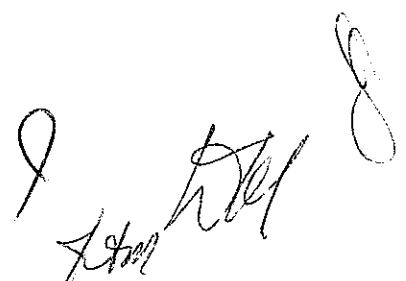
) _____

) Director

Witness _____

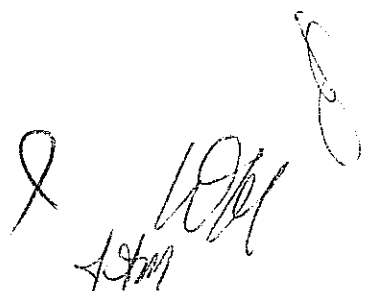
Occupation _____

Address _____



SCHEDULE 1

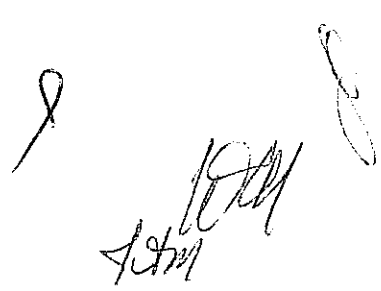
1. **Land:** *(see definition of Land in clause 1.1)*
2. **Concession Activity:** Grazing of not more than 1000 wethers for three months during the summer for the last two years of the Term and not more than 1300 wethers for three months during the summer for the balance of the Term. *(see definition of Concession Activity in clause 1.1)*
3. **Term:** A term commencing on (the date of gazettal of the Land as a Conservation Area) and expiring on 30 April 2009. *(see clause 3)*
4. (a) **Renewal Date:** Not applicable *(see clause 3.2)*
(b) **Renewal Period:** Not applicable *(see clause 3.2)*
5. **Final Expiry Date:** 30 April 2009 *(see clause 3.2)*
6. (a) **Concession Fee:** An annual fee calculated on the basis of [REDACTED] per stock unit plus GST for each stock unit grazed during the year. *(see clause 4)*
(b) **Administration Fee:** [REDACTED] + GST *(see clause 4)*
7. **Concession Fee Payment Date:** Concession Fee – see clause 5 of Special Conditions in Schedule 2. *(see clause 4)*
Administration Fee: On or before the date specified on the invoice generated by the Grantor
8. **Penalty Interest Rate:** *(see clause 4.2)*
Double the Grantor's bank's current highest 90 day bank bill buy rate
9. **Concession Fee Review Date:** Every three years from the date of commencement of this Licence *(see clause 6)*
10. **Public Liability General Indemnity Cover:** [REDACTED] *(see clause 15.3)*
11. **Public Liability Forest & Rural Fire Extension:** [REDACTED] *(see clause 15.3)*
12. **Statutory Liability Insurance:** [REDACTED] *(see clause 15.3)*
13. **Other Types of Insurance:** Not applicable *(see clause 15.3)*
Amounts Insured for Other Types of Insurances: Not Applicable *(see clause 15.3)*
14. **Environmental Monitoring Contribution:** Not Applicable *(see clause 16)*



15. Address for Notices (including facsimile number):

(see clause 19)

- (a) Grantor C/- PO Box 5244, Dunedin Fax: (03) 4778 626
- (b) Concessionaire Ibbotson Cooney Limited Fax:
Level 1
69 Tarbert Street
Alexandra



SCHEDULE 2

Special Conditions

Land Management

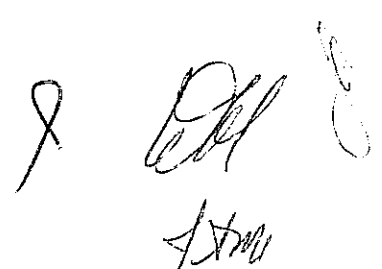
1. The Concessionaire must not break up or crop any part of the Land without the prior written consent of the Grantor.

Fencing

2. The Grantor is not to be called upon at any time to contribute to the costs of "work on a fence" as that term is defined in the Fencing Act 1978 between the Land and any adjoining land of the Grantor.
3. The Concessionaire must keep and maintain at the Concessionaire's costs any stiles or gates in good repair.

Inspection

4. The Grantor reserves the right for the Grantor's employees or agents to enter on the Land at any time for the purpose of inspecting the Land.
5. Not later than one month after the expiration of each year of the Term, the Concessionaire shall forward to the Conservator, Department of Conservation, Dunedin a return showing the number of stock units grazed on the Land during the preceding year, and shall at the same time forward the Concession Fee.

Handwritten signatures and initials at the bottom right of the page. There are three distinct marks: a large stylized 'S' or '8' shape, a signature that appears to be 'Edith', and another signature that appears to be 'A. M. M.'.

**Appendix 6: Form for Licence Concession to Use and Occupy a
Musterer's Hut**

Del *J*
FSM 31

Concession number: _____

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

MT PISA STATION LIMITED
("the Concessionaire")

CONCESSION LICENCE
UNDER CROWN PASTORAL LAND ACT 1998
(CONCESSION TO USE AND OCCUPY A HUT)



Department of Conservation
Te Papa Atawhai

[Handwritten signatures]

THIS LICENCE is made this day of

PARTIES:

1. MINISTER OF CONSERVATION, ("the Grantor")
2. MT PISA STATION LIMITED, ("the Concessionaire")

BACKGROUND

- A. The Grantor manages the Land described in Schedule 1 as a Conservation Area.
- B. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor 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 Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Document.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

"Access" means the right, in common with others, to pass and repass over the Land and any roads of the Grantor for ingress to and egress from the Land as is reasonably necessary for the Concessionaire to exercise its rights under this Licence.

"Administration Fee" means the amount specified in Item 6(b) of Schedule 1 and is the annual fee for administering the Concession imposed by the Grantor under section 60D of the Conservation Act 1987. It includes any variation in that amount following a Concession Fee Review.

"Background" means the matters referred to under the heading "Background" on page 1 of this Document.

"Concession" means a concession as defined in section 2 of the Conservation Act 1987.

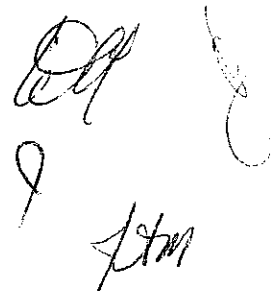
"Concessionaire" includes the Concessionaire's successors, assigns, executors, and administrators.

"Concession Activity" means the use of the Land for the purposes of the activity carried out by the Concessionaire and specified in Item 2 of Schedule 1.

"Concession Fee" means the amount specified in Item 6(a) of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review. It also includes, where relevant, the amount which the parties agree to be the new Concession Fee on a renewal of the Document.

"Concession Fee Payment Date" means the date specified in Item 7 of Schedule 1 on which the Concession Fee falls due for payment.

"Concession Fee Review" means a review of the Concession Fee determined in accordance with clause 6 of this Document.



“**Concession Fee Review Date**” means the date specified in Item 9 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of the term of this Document; and includes any additional dates inserted into Item 9 of Schedule 1 following a renewal of this Document.

“**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 Licence and any subsequent amendments and all schedules, annexures, and plans attached to it.

“**Final Expiry Date**” means the date specified in Item 5 of Schedule 1.

“**Land**” means a Conservation Area or a Reserve (whichever is relevant in the circumstances) being the area more particularly described in Item 1 of Schedule 1.

“**Licence**” for purposes of this Document is the Licence granted under this Document by the Grantor to the Concessionaire under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

“**Penalty Interest Rate**” means the rate specified in Item 8 of Schedule 1.

“**Renewal Date**” means the date specified in Item 4(a) of Schedule 1.

“**Renewal Period**” means the period specified in Item 4(b) of the Schedule 1.

“**Reserve**” has the same meaning as “reserve” in section 2 of the Reserves Act 1977.

“**Structure**” includes a bridge, a culvert, and a fence.

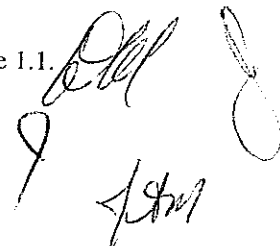
“**Term**” means the period of time specified in Item 3 of Schedule 1 during which this Document operates. It includes, where relevant, any period of renewal of the Term.

“**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 Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor 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.



2.0 GRANT OF LICENCE

2.1 In exercise of the Grantor's powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor **GRANTS** to the Concessionaire a **LICENCE** 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 Land subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Licence is for the Term specified in Item 3 of Schedule 1.

3.2 If the Concessionaire has not been in breach of this Document and has given to the Grantor written notice to renew the Document at least three months before the end of the Term, the Grantor will, at the cost of the Concessionaire, renew the Document from the Renewal Date for the next Renewal Period on the following terms:

- (a) the new Concession Fee is to be agreed upon before the end of the Term or, failing agreement, is to be determined as though it were a Concession Fee Review under clause 6;
- (b) the Concession Fee is to be subject to review during the Renewal Period on each Concession Fee Review Date;
- (c) the renewed Document is otherwise to be in accordance with and subject to the covenants and agreements expressed and implied in this Document except that the Term of the Document and all renewals, if any, end on the Final Expiry Date;
- (d) pending the determination of the new Concession Fee, the Concessionaire is to pay the new Concession Fee proposed by the Grantor. Upon determination an appropriate adjustment is to be made to the Concession Fee.

4.0 CONCESSION FEE AND ADMINISTRATION FEE

4.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor on or before the Concession Fee Payment Date specified in Item 7 of Schedule 1:

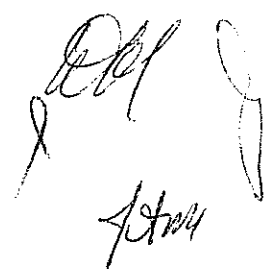
- (a) the Concession Fee plus GST specified in Item 6(a) of Schedule 1; and
- (b) the Administration Fee plus GST specified in Item 6(b) of Schedule 1.

4.2 If the Concessionaire defaults in payment of the Concession Fee and Administration Fee for 14 days after a Concession Fee Payment Date the Concessionaire is to pay interest on the unpaid Concession Fee and Administration Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

4.3 For purposes of clause 6.0, a reference to Concession Fee includes a reference to the Administration Fee.

5.0 OTHER CHARGES

5.1 In addition to the Concession Fee and Administration Fee the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which become payable in relation to the Land as a result of the grant of this Licence.



6.0 CONCESSION FEE REVIEW

- 6.1 The Grantor will review the Concession Fee on the Concession Fee Review Dates.
- 6.2 The Grantor will commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving written notice to the Concessionaire.
- 6.3 The notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
- 6.4 If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives written notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 18.
- 6.5 Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee payable immediately before the Concession Fee Review Date. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.
- 6.6 If the Concessionaire does not give notice to the Grantor under clause 6.4 the Concessionaire will be deemed to have accepted the Concession Fee specified in the Grantor's notice.

7.0 CONCESSION ACTIVITY

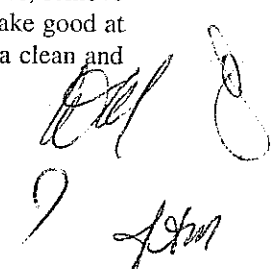
- 7.1 The Concessionaire is not to use the Land for any purpose other than the Concession Activity.

8.0 COMPLIANCE

- 8.1 The Concessionaire 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 the 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 Health and Safety in Employment Act 1992, the Resource Management Act 1991, and any other statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land, or affecting or relating to the Concession Activity.

9.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 9.1 The Concessionaire must not erect or bring on to the Land any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 9.2 The Concessionaire must keep and maintain at the Concessionaire's cost any Structures, facilities and alterations to the Land in good repair.
- 9.3 On expiry or early termination of this Document either as to the whole or any part of the Land, the Concessionaire will not be entitled to compensation for any improvements (including pasture) and any Structures or facilities remaining on the Land are to become the property of the Grantor.
- 9.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Land in a clean and tidy condition to the satisfaction of the Grantor.



10.0 PROTECTION OF THE ENVIRONMENT

10.1 Except as approved in writing by the Grantor the Concessionaire 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 Land; or
- (b) bring any plants, or animals (other than farm stock, farm dogs and horses for purposes of the Concession Activity specified in this grazing licence granted to the Concessionaire pursuant to a concession of the same date as this Licence) on to the Land; or
- (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
- (d) pile or store materials in any place on the Land where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Land; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Land; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Land; or
- (h) light any fire on the Land.

10.2 The Concessionaire, must at the Concessionaire's expense:

- (a)(i) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Land or any Structure or facility on the Land;
- (a)(ii) if considered necessary by the Grantor, engage a pest exterminator approved by the Grantor; and
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

10.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 10.

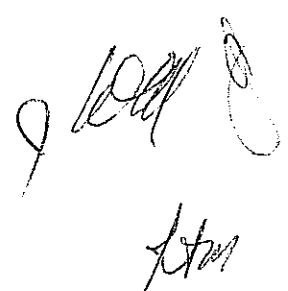
10.4 The Concessionaire may bring firearms on to the Land for use in connection with the Concession Activity and pest control operations.

10.5 The Concessionaire for purposes of the Concession Activity may take onto or use farm vehicles on the Land on existing formed access tracks only.

11.0 HEALTH AND SAFETY

11.1 The Concessionaire is to carry out the Concession Activity on the Land in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations.

11.2 The Concessionaire must notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment.



12.0 TEMPORARY SUSPENSION

12.1 The Grantor may suspend this Document:

- (a) if, in the opinion of the Grantor the activities of the Concessionaire, its employees, agents, contractors, licensees or invitees are having or may have an adverse effect on the environment and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor;
- (b) while the Grantor investigates any of the circumstances contemplated by this clause and also while the Grantor investigates any potential breach or possible offence by the Concessionaire related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act of which the Grantor has become aware.

12.2 The Grantor is not liable to the Concessionaire for any loss sustained by the Concessionaire by reason of a suspension under clause 12.1 including loss of profits.

12.3 During any period of temporary suspension the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.

13.0 ASSIGNMENT

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

13.2 If the Grantor gives consent under this clause the Concessionaire 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 Grantor otherwise provides in writing.

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

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

14.0 TERMINATION

14.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:

- (a) the Concession Fee or the Administration Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b)(i) the Concessionaire breaches any terms of this Document; and
 - (b)(ii) the Grantor has notified the Concessionaire in writing of the breach; and
 - (b)(iii) the Concessionaire does not rectify the breach within 28 days of receiving notification; or
- (c) the Concessionaire ceases to conduct the Concession Activity; or
- (d) the Concessionaire is convicted of an offence, related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Resource Management Act 1991; or the Biosecurity Act 1993; or the Health and Safety in Employment Act 1992; or

(e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a writ of sale or charging order; or the Concessionaire cease to function or operate.

14.2 If the Grantor terminates the Document under this clause 14 all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or Administration Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.

14.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

15.0 INDEMNITIES AND INSURANCE

15.1 The Concessionaire will indemnify and keep indemnified the Grantor 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 Concessionaire, its employees, contractors, or invitees or otherwise caused as a result of its use of the Land or the Concessionaire's carrying out of the Concession Activity on the Land.

15.2 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.

15.3 Without prejudice to or in any way limiting its liability under clause 15.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:

(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 Land and covering:

(i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and

(ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and

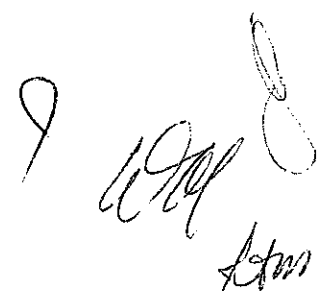
(b) statutory liability insurance for the amount specified in Item 12 of Schedule 1; and

(c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 13 of Schedule 1.

15.4 With respect to clause 15.3 the Concessionaire must, before commencing the Concession Activity and on each renewal of insurance provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

16.0 ENVIRONMENTAL MONITORING

16.1 The Concessionaire must, during the Term, if required in writing by the Grantor, pay to the Grantor the annual environmental monitoring contribution specified in Item 14 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Land.



17.0 FORCE MAJEURE

17.1 Neither party will be liable to the other party for any delay in performance of, or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.

18.0 DISPUTE RESOLUTION AND ARBITRATION

18.1 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.

18.2 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 mediation with a mediator agreed between the parties.

18.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

18.4 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.

18.5 Notwithstanding anything 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 Land is situated is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

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

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

19.0 NOTICES

19.1 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 15 of Schedule 1.

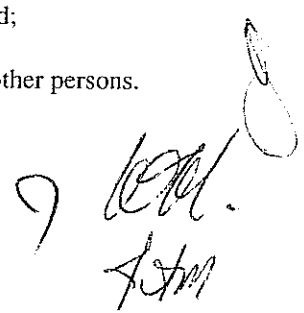
19.2 A notice given in accordance with clause 19.1 will be deemed to have been received:

- (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.

20.0 RELATIONSHIP OF PARTIES

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

- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Land;
- (b) derogating from the rights of the Grantor and the public to have access across the Land;
- (c) preventing the Grantor from granting other concessions (except a grazing licence) to other persons.



21.0 OFFENCES

21.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act:

- (a) no waiver or failure to act by the Grantor under this Document is to preclude the Grantor from prosecuting the Concessionaire; and
- (b) no failure by the Grantor to prosecute the Concessionaire is to preclude the Grantor from exercising the Grantor's remedies under this Document; and
- (c) any action of the Grantor in prosecuting the Concessionaire is not to preclude the Grantor from exercising the Grantor's remedies under this Document.

22.0 SPECIAL CONDITIONS

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

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

Signed by Jeffrey Edward Connell:

for and on behalf of
 the Minister of Conservation
 pursuant to a written delegation (or designation as the case may be)
 in the presence of :



Witness Ralph Applegate

Occupation Business Services Manager

Address 201 Dunedin

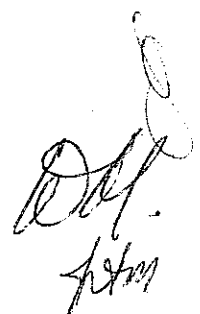
Signed by Mt Pisa Station Limited as Concessionaire in the presence of :

) _____
) Director
) _____
) Director

Witness _____

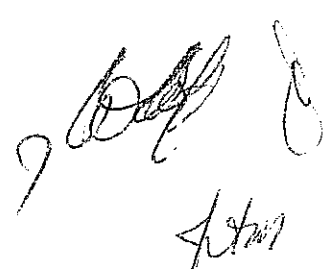
Occupation _____

Address _____



SCHEDULE 1

1. **Land:** *(see definition of Land in clause 1.1)*
2. **Concession Activity:** Use of the musterer's hut located on the Land as required by the Concessionaire in order to enjoy the benefit of the grazing licence granted to the Concessionaire pursuant to a concession of the same date as this Licence and for no other purpose. *(see definition of Concession Activity in clause 1.1)*
3. **Term:** A term commencing on (the date of gazettal of the Land as a Conservation Area) and expiring on 30 April 2009. *(see clause 3)*
4. (a) **Renewal Date:** Not applicable *(see clause 3.2)*
(b) **Renewal Period:** Not applicable *(see clause 3.2)*
5. **Final Expiry Date:** 30 April 2009 *(see clause 3.2)*
6. (a) **Concession Fee:** █████ per annum + GST *(see clause 4)*
(b) **Administration Fee:** █████ per annum + GST *(see clause 4)*
7. **Concession Fee Payment Date:** On or before the date specified on the invoice generated by the Grantor *(see clause 4)*
8. **Penalty Interest Rate:** Double the Grantor's bank's current highest 90 day bank bill buy rate *(see clause 4.2)*
9. **Concession Fee Review Date:** Three yearly from the date of commencement of this Licence *(see clause 6)*
10. **Public Liability General Indemnity Cover:** █████ *(see clause 15.3)*
11. **Public Liability Forest & Rural Fire Extension:** █████ *(see clause 15.3)*
12. **Statutory Liability Insurance:** █████ *(see clause 15.3)*
13. **Other Types of Insurance:** Full replacement insurance cover on the musterer's hut *(see clause 15.3)*
Amounts Insured for Other Types of Insurances: *(see clause 15.3)*
Amount Full Replacement
14. **Environmental Monitoring Contribution:** Not applicable *(see clause 16)*



15. Address for Notices (including facsimile number):

(see clause 19)

- (a) Grantor C/- PO Box 5244, Dunedin Fax: (03) 4778626
- (b) Concessionaire Ibbotson Cooney Limited Fax:
Level 1
69 Tarbert Street
Alexandra

9
Dell
John

SCHEDULE 2

Special Conditions

Inspection

1. The Grantor reserves the right for the Grantor's employees or agents to enter on the Land at any time for the purpose of inspecting the Land.

Termination or Suspension

2. In the event of the Licence to graze adjoining Land made between the parties hereto being terminated or suspended in accordance with its terms, this Licence shall immediately be deemed to be terminated or suspended.

Musterer's Hut

3. The Concessionaire will not lock the musterer's hut and will permit such members of the public who have made a prior booking with the Concessionaire to have access to the hut.
4. The Concessionaire will keep the musterer's hut and its surrounding in a clean and tidy condition.

Fuels or Combustible Materials

5. The Concessionaire will not store or permit to be stored fuels or other combustible materials on the Land without the written permission of the Grantor. Storage of fuels and combustible materials must be in accordance with the provisions of the Hazardous Substances and New Organisms Act 1996. The Concessionaire must comply with the Grantor's requirement for fire warning and safety equipment and for fire fighting equipment to be kept on the Land at all times.

Obligation to ensure Compliance

6. The Concessionaire must ensure that its employees, clients, and invitees comply with the requirements of clauses 3-5 above, and must immediately report to the Grantor any act in contravention of those clauses and wherever possible the name and address of any person carrying out such acts, and must provide the Grantor with details of the circumstances surrounding such incidents.

9
Del. J
JTM

Appendix 7: Fencing requirements

Fenceline A-B and C-D

Length and location: 5500m (approximately) and located along the hatched black lines marked as "A-B" and "C-D" on the Plan.

Type: seven wire fence

Specifications:

1. Fence to be constructed of seven plain 3.15 mm wires (five plain 2.4 mm wires on higher snow prone areas), with wires located on the freehold side of the boundary.
2. 2.1 metre treated timber strainers with treated timber stay to be used for gateways and ends of strains.
3. 3.6 metre Cyclone gate to be erected across the vehicle track.
4. Taranaki gates to be erected at locations to be agreed between the Holder and the Commissioner.
5. Hunter chain and clips to be used to support wires and use with tie downs on sections of the fenceline which are snow prone.
6. 125 mm treated timber posts to be used where required.
7. T-irons may be used with crossbar instead of posts on high spots and on corners, with tie-backs through tussock country.
8. All strainers, angle posts and dip posts to be driven or dug in and rammed and footed with acceptable footing material. No 9 wire to be used on foots. All dips and hollows to be tied down.
9. Netting to be hung on creek crossings and left to swing.
10. All strainers and angles to be mortised, stayed and blocked. Stays to be one-third of the way up posts.
11. Tie-backs are permitted on both sides of the fence.
12. All wires are to be securely and neatly tied off and strained evenly. Bottom wire to be kept 15 cm off the ground. Line to be benched where required. Most of the line will need to be cleared manually as required.
13. Post staples to be driven well in but allow the wire to run through.
14. Strains not to exceed 400 metres on easy country.
15. Posts to be driven or dug in to such a depth that 112 cm (44") remains out of the ground.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

16. Strainers and angle posts to be dug in to such a depth that 117 cm (46") remains out of the ground.
17. Strainers, posts or stays not to be shortened unless absolutely necessary.
18. Five (close on higher snow prone areas) waratah standards per 20 metres to be used. Waratah standards to be mostly 1500 mm long with 1350 mm standards allowed on rocky ground and 5'6" standards on soft ground.
19. Triplex strainers to be used on all strains.

9
OK. J
John

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 pursuant to delegation in the presence of:

M. Mead

Paul Jackson

MICHAEL MEAD

Witness

SAR COMMS ADVSR

Occupation

10 SOMES CREES, NEWLANDS WYTON A

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 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

2. acknowledges that:

- (a) the Holder has obtained the written consent of the Mortgagee, Rabobank New Zealand 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.

Paul Jackson

RELEASED UNDER THE OFFICIAL INFORMATION ACT

SIGNED by Mt Pisa Station
Limited by

)
)
)

[Handwritten Signature]
[Handwritten Signature]

Director
Director.

Witness Signature:

[Handwritten Signature]

Witness Name:

KEN LOHIAN

Occupation:

FINANCE MANAGER

Address:

ALEXANDRA.

[Handwritten Signature] *[Handwritten Signature]*
[Handwritten Signature]

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

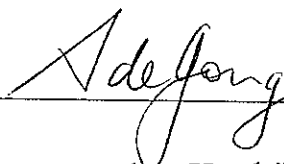
We, Stephen Hendrik de Jong and John Peter Larcomb
Senior Manager and Manager respectively, both of Wellington in New Zealand do hereby
certify:

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.

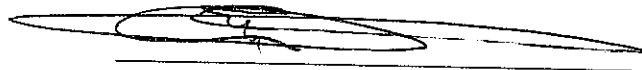
2. THAT the power of attorney was deposited in the Land Transfer Office at:
Blenheim (Marlborough Registry) and there numbered 215414.1
Christchurch (Canterbury Registry) and there numbered A483706.1
Dunedin (Otago Registry) and there numbered 5013528.1
Gisborne (Poverty Bay Registry) and there numbered 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 3rd day of January 2003.



Stephen Hendrik de Jong



John Peter Larcomb


Consents

Rabobank New Zealand Limited as Mortgagee under the Mortgage 984267.5, hereby:

- (a) consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the Easements and the Covenant prior to the registration of any new mortgage to be granted in its favour over the Schedule 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 the Mortgage and any new mortgage over the Schedule Three Land.

Dated: 3 January 2003.

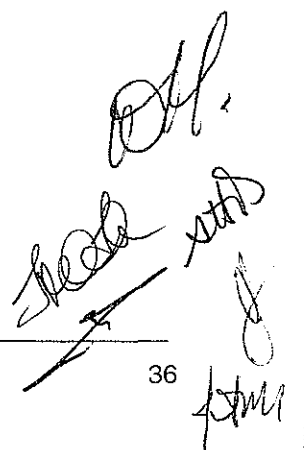
SIGNED for and on behalf of
Rabobank New Zealand Limited
in the presence of:

)  Stephen Hendrik de Jong
) _____
) _____

John Peter Larcomb

Witness Signature: 

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

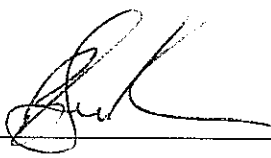



Consents

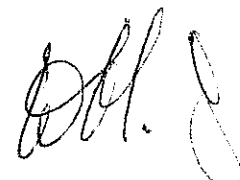
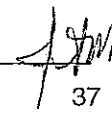
The River Area Limited, being the party entitled to the benefit of the easement created under transfer 288782 registered against the Mt Pisa I pastoral lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 27 January 2003

SIGNED for and on behalf of
The River Area Limited
in the presence of:



Witness Signature: 
Witness Name: Emma Leith,
Occupation: Receptionist
Address: RD 3
Wanaka RD
c Romwell

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Consents

Pisa Valley Wines Limited, being the registered proprietor of Lot 3 DP 301671 being a dominant tenement described in transfer 832590.1 registered against the Mt Pisa I pastoral lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 27 January 2003.

SIGNED for and on behalf of
Pisa Valley Wines Limited
in the presence of:

[Handwritten signature]

[Vertical stamp]

Witness Signature: *[Handwritten signature]*

Witness Name: Angela Louise Atchison

Occupation: Property Investor

Address: Chenyas Road, RD2, Lumsden.

[Handwritten signature]

[Handwritten signature]

032032017

Consents

Pisa Valley Wines Limited, being the registered proprietor of Lot 3 DP 301671 being a dominant tenement described in transfer 832590.1 registered against the Mt Pisa I pastoral lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated:

SIGNED for and on behalf of
Pisa Valley Wines Limited
in the presence of:

)
)
)

Witness Signature:

Witness Name:

Occupation:

Address:



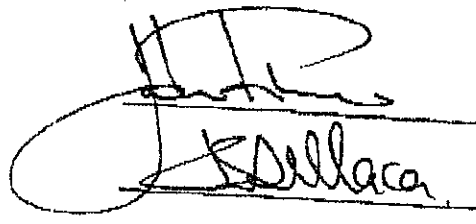
RELEASED UNDER THE OFFICIAL INFORMATION ACT

Consents

Trophy Ridge Limited, being the registered proprietor of Lots 1 and 2 DP 304888 being dominant tenements described in transfer 832590.1 registered against the Mt Pisa pastoral lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 80 of the Crown Pastoral Land Act 1998.

Dated: 22nd JANUARY 2003

SIGNED for and on behalf of
Trophy Ridge Limited
in the presence of

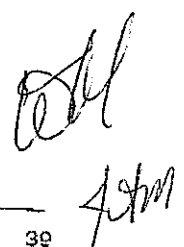


Witness Signature 

Witness Name: Oronide Delbaca

Occupation: Buyers Administrator

Address: Christchurch



WLC23120038

Consents

Trophy Ridge Limited, being the registered proprietor of Lots 1 and 2 DP 304888 being dominant tenements described in transfer 832590.1 registered against the Mt Pisa I pastoral lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated:

SIGNED for and on behalf of
Trophy Ridge Limited
in the presence of:

)
)
)

Witness Signature:

Witness Name:

Occupation:

Address:



Consents

Westbank Vineyard Limited, being the registered proprietor of Lot 3 DP 304888 being a dominant tenement described in transfer 832590.1 registered against the Mt Pisa I pastoral lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 27 January 2003

SIGNED for and on behalf of
Westbank Vineyard Limited
in the presence of:

Jim Cooper

(Director)

Witness Signature:

H. J. Smith

Witness Name: HAZEL JANETTE SMITH

Occupation: Typist

Address: 120 Alfred Street, Blenheim



[Handwritten signature]
[Handwritten signature]

Consents

Westbank Vineyard Limited, being the registered proprietor of Lot 3 DP 304888 being a dominant tenement described in transfer 832590.1 registered against the Mt Pisa I pastoral lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated:

SIGNED for and on behalf of
Westbank Vineyard Limited
in the presence of:

)
)
)

Witness Signature:

Witness Name:

Occupation:

Address:

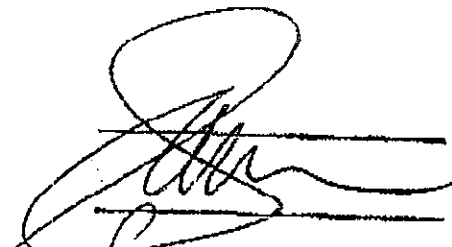


Consents

Trophy Ridge Vineyards Limited and Trophy Ridge Estates Limited, being the registered proprietors of Lot 4 DP 304888 being a dominant tenement described in Transfer #32590.1 registered against the Mt Pleasant pastoral lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1999.

Dated: 20/12/02

SIGNED for and on behalf of
Trophy Ridge Vineyards Limited
in the presence of:



Witness Signature:

Witness Name:

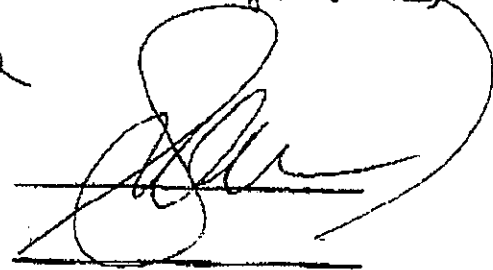
Occupation:

Address:

F.M.
Florence McMillan
Homemaker
41 Tawaue St
Tauranga

John & on behalf of
Trophy Ridge Vineyards
Trophy Ridge Estates

SIGNED for and on behalf of
Trophy Ridge Estates Limited
in the presence of:



Witness Signature:

Witness Name:

Occupation:

Address:

F.M.
Florence McMillan
Homemaker
41 Tawaue St - Tauranga



WFO02120008

Consents

Trophy Ridge Vineyards Limited and Trophy Ridge Estates Limited, being the registered proprietors of Lot 4 DP 304888 being a dominant tenement described in transfer 822590.1 registered against the Mt Pisa I pastoral lease, hereby consent to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated:

SIGNED for and on behalf of
Trophy Ridge Vineyards Limited
in the presence of:)
)
)
)

Witness Signature:

Witness Name:

Occupation:

Address:

SIGNED for and on behalf of
Trophy Ridge Estates Limited
in the presence of:)
)
)
)

Witness Signature:

Witness Name:

Occupation:

Address:

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Consents

Grange Land Holdings Limited, being the registered proprietor of Lot 5 DP 304888 being a dominant tenement described in transfer 832590.1 registered against the Mt Pleasant pastoral leases, hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 27 January 2003

SIGNED for and on behalf of
Grange Land Holdings Limited
in the presence of:

[Signature]
→ [Signature]



Witness Signature:

Witness Name: Leonie Foster
Occupation: Farm Right Consultant
Address: R.D.1, Danfield

[Signature]

[Signature]

W028130036

42

Consents

← GRANGE

~~Grape Land Holdings Limited~~, being the registered proprietor of Lot 5 DP 304888 being a dominant tenement described in transfer 832590.1 registered against the Mt Pisa I pastoral lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated:

Grange **SIGNED** for and on behalf of
~~Grape Land Holdings Limited~~
in the presence of:

)
)
)

Witness Signature:

Witness Name:

Occupation:

Address:



RELEASED UNDER THE OFFICIAL INFORMATION ACT

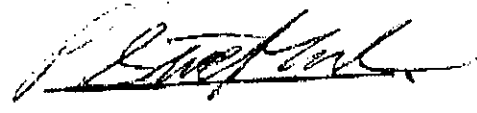
Received Time 9.Jan. 13:47

Consents

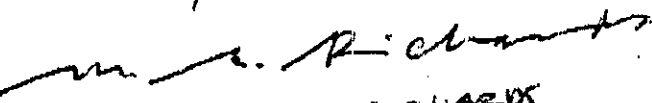
Peter Thomas Streetland and Herwarth Trustees Services (Wellington) Limited, being the registered proprietor of Lot 8 DP 304888 being a dominant tenement described in transfer 832880.1 registered against the Mt Pisa pastoral lease, hereby consents to the Holder's acceptance of this Substantive Proposal dated 19 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1988.

Dated: 27 January 2003

SIGNED by
Peter Thomas Streetland
in the presence of:



Witness Signature:



Witness Name:

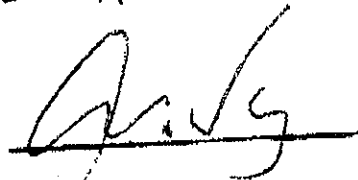
MARK EDWARD RICHARDS

Occupation:

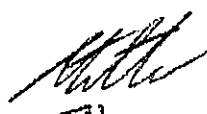
CONSULTANT

Address: 10A CLYDE ST, ISLAND BAY, WELLINGTON.

SIGNED for and on behalf of
Herwarth Trustees Services
(Wellington) Limited
in the presence of:



Witness Signature:



Witness Name:

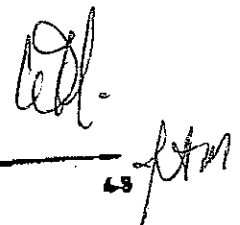
A Titter

Occupation:

Accountant

Address:

Wellington.



8008218000

64 3 44501783

DUNEDIN

Sent by: Anderson Lloyd

11/12/02 11:20

03/01/2003 14:47

Consents

Peter Thomas Streefland and Horwarth Trustee Services (Wellington) Limited, being the registered proprietors of Lot 6 DP 304888 being a dominant tenement described in transfer B32590.1 registered against the Mt Pisa I pastoral lease, hereby consent to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated:

SIGNED by)
Peter Thomas Streefland)
in the presence of:)

Witness Signature:

Witness Name:

Occupation:

Address:

SIGNED for and on behalf of)
Horwarth Trustee Services)
(Wellington) Limited)
in the presence of:)

Witness Signature:

Witness Name:

Occupation:

Address:

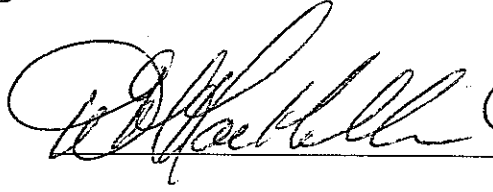


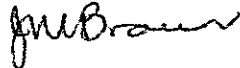
Consents

Pisa Irrigation Company Limited, being the party entitled to the benefit of the easement created by transfer 885702 registered against the Leases, hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 27 January 2003

SIGNED by Pisa Irrigation Company Limited in the presence of:)
)
)

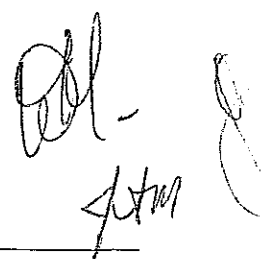
 (Chairman)

Witness Signature: 

Witness Name: J. M. Brown

Occupation: Company CEO

Address: Lochaburn RD3
Cromwell.



Consents

Kevin Jackson Holdings Limited and Brendon Hugh Meehan and Sheila M Meehan and Mark Sven Geytenbeek and Helen Parry and Sauvage Family Limited, being the parties entitled to the benefit of mining certificate 1922 Cromwell and BR 7119 Cromwell Registry registered against the Mt Pisa II pastoral lease as number 5004320.1, hereby consent to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 27 January 2003

SIGNED for and on behalf of Kevin Jackson Holdings Limited in the presence of:

~~Signature~~

Witness Signature: elmoreaux

Witness Name: Georgia Chaveaux

Occupation: Retail

Address: 9 Walter St Dunedin.

SIGNED by Brendon Hugh Meehan and Sheila M Meehan in the presence of:

Brendon Meehan
Sheila Meehan

Witness Signature: Jan Rowland

Witness Name: Jan Rowland

Occupation: A-1 Technician

Address: RD2 Otaru

SIGNED by Mark Sven Geytenbeek and Helen Parry in the presence of:

Mark Geytenbeek
Helen Parry

Witness Signature: M R Cleave

Witness Name: Murray Cleave

Occupation: Builder

Address: 3 RD, Cromwell

Handwritten initials and marks

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SIGNED for and on behalf of
Sauvage Family Limited Winery)
in the presence of:)

RB)

Witness Signature:

J. McKenzie

Witness Name:

Occupation: Jacqueline Elizabeth McKenzie
Legal Secretary
Address: WANAKA

RMB

Raymond Murray Blake
Solicitor

Wanaka

and duly authorized agent.

[Handwritten initials]

[Handwritten initials]

Consents

William Edward Clark, Raymond John Clark and Peter Raymond Morton being the parties entitled to the benefit of the rights relating to a water race under certificate 966109.1 registered against the Leases and under a deemed permit consent 94394 (WR 7283/93 CR) affecting the Mt Pisa II pastoral lease, hereby consent to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 27 January 2003

SIGNED by William Edward Clark)
and Raymond John Clark)
in the presence of:)

W. E. Clark
R. J. Clark

Witness Signature:

S. Y. Skent

Witness Name:

Sue Y Skent

Occupation:

Registrar of Electors

Address:

94 Clark Road
Hawbun

SIGNED by Peter Raymond Morton)
in the presence of:)

P. R. Morton

Witness Signature:

S. Y. Skent

Witness Name:

Sue Y Skent

Occupation:

Registrar of Electors

Address:

94 Clark Road
Hawbun

W. E. Clark
R. J. Clark

Consents

The parties specified below, being the parties entitled to certain rights in relation to water races over the Lease Land under Deemed Permit Consent 95789 (WR 765CR) hereby consent to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 27 January 2003

SIGNED by Robert Stanley Perriam)
and Bronwyn Ann Perriam)
in the presence of:)

[Signature]
[Signature]

Witness Signature:

[Signature]

Witness Name:

Lindsay Charles Green

Occupation:

Contractor

Address:

RO3 Lower Manaburn rd. Alexandra

SIGNED by Andrew James B Neilson)
and Sarah Elizabeth Mullally)
in the presence of:)

[Signature]
[Signature]

Witness Signature:

[Signature]

Witness Name:

Lindsay Charles Green

Occupation:

Contractor

Address:

RO3 Lower Manaburn Rd. Alexandra

SIGNED for and on behalf of)
Pisa Moorings Limited)
in the presence of:)

[Signature]
(DIRECTOR)

Witness Signature:

[Signature]

Witness Name:

A.B. McKey
[Signature]

Occupation:

Address:

[Signature]
[Signature]

RELEASED UNDER THE OFFICIAL INFORMATION ACT

SIGNED by Harold Kruse Davidson)
and Karen Maree Davidson)
in the presence of:)

HKD
K.M. Davidson.

Witness Signature:

Witness Name:

[Signature]

Occupation: **Raymond Murray Blake**
Solicitor
Address: **Wanaka**

SIGNED by J and J Sinclair)
in the presence of:)

[Signature]
[Signature]

Witness Signature:

Witness Name:

Occupation: FARMER

Address: RD Cromwell.

SIGNED by Stuart Douglas Hawker)
and Phillippa Mary Hawker)
in the presence of:)

[Signature]
[Signature]

Witness Signature:

Witness Name:

[Signature]
JUDITH ANNE RANKIN
Teacher

Address: 44 Turomano Road
Remuera South
Kapiti Coast

WL02312003B

[Signature]
49
[Signature]

Consents

Westmoreland Race Syndicate, being the party entitled to the benefit of certain rights in relation to water races over the Lease Land under Continue Use Permit 3069E (WR 1097CR), hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 27 January 2003.

SIGNED for and on behalf of Westmoreland Race Syndicate in the presence of:

J. H. Selb. Principal Shareholder.

Witness Signature: [Handwritten Signature]

Witness Name: KRISTAL MAY COOPER

Occupation: STUDENT

Address: 9 GAIR AVE CROMWELL

[Handwritten signatures]

Consents

Winter Creek Race Syndicate, being the party entitled to the benefit of certain rights in relation to water races over the Lease Land under Continue Use Permit 3409B (WR 2593CR), hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 27 January 2003.

SIGNED for and on behalf of
Winter Creek Race Syndicate
in the presence of:)

JMDavis Principal share holder.

Witness Signature: RT Taylor

Witness Name: Raymond Hugh Taylor

Occupation: Farmer

Address: Middlemarch

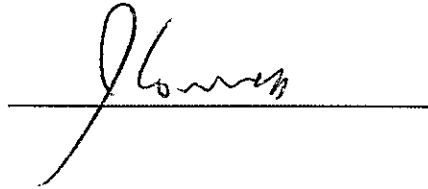
all
for


Consents

The Minister of Conservation, being the party entitled to the benefit of conservation covenant 903735.2 registered against the Leases, hereby consents to the Holder's acceptance of this Substantive Proposal dated 18 December 2002 pursuant to section 60 of the Crown Pastoral Land Act 1998.

Dated: 27 January 2009.

SIGNED by Jeffery Edward Connell)
for and on behalf of the Minister of)
Conservation pursuant to a written)
delegation or designation in the)
presence of:)



Witness Signature: 

Witness Name: Ralph Appenecci

Occupation: Business Services Manager

Address: DC, Dunedin

