

## Crown Pastoral Land Tenure Review

Lease name :  
WAIPATA SYNDICATE

Lease number : PO 214

### Due diligence report (including status report) - Pt 3

This report and attachments results from a pre tenure review assessment of the pastoral lease for the purpose of confirming land available for tenure review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a status report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

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

September 04



**COMPUTER INTEREST REGISTER  
UNDER LAND TRANSFER ACT 1952**



Search Copy

R. W. Muir  
Registrar-General  
of Land

**Identifier** OT386/107  
**Land Registration District** Otago  
**Date Registered** 21 May 1959 09:53 am

**Prior References**  
OT335/175

<b>Type</b>	Lease under s83 Land Act 1948	
<b>Area</b>	1133.1198 hectares more or less	<b>Term</b> Thirty-three years commencing on the first day of July 1959 together with the period between the date of this lease and the aforesaid first day of July 1959 and renewing the term for a further period of 33 years commencing on the 1st day of July 1992

**Legal Description** Run 204F

**Proprietors**

- Johnstone Douglas Hore as to a 1/6 share
- Patricia Ann Hore as to a 1/12 share
- Harris Inglis Hunter and Roger Norman Macassey as to a 1/12 share
- Peter James Becker as to a 1/9 share
- Wendy Jane Becker as to a 1/9 share
- William Noel Becker, Robert Cameron White and Wendy Jane Becker as to a 1/9 share
- Timothy Lloyd Crutchley as to a 1/6 share
- Raewyn Mere Crutchley as to a 1/6 share

**Interests**

871680 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1st day of July 1992 and fixing (for the first 11 years) the annual rent at \$645.00 calculated on the rental value of \$43,000 - 8.12.1994 at 10.20 am



**COMPUTER INTEREST REGISTER  
UNDER LAND TRANSFER ACT 1952**

**Historical Search Copy**



**Identifier** OT386/107  
**Land Registration District** Otago  
**Date Registered** 21 May 1959 09:53 am

**Prior References**  
OT335/175

<b>Type</b>	Lease under s83 Land Act 1948		
<b>Area</b>	1133.1198 hectares more or less	<b>Term</b>	Thirty-three years commencing on the first day of July 1959 together with the period between the date of this lease and the aforesaid first day of July 1959 and renewing the term for a further period of 33 years commencing on the 1st day of July 1992

**Legal Description** Run 204F

**Original Proprietors**

- Johnstone Douglas Hore as to a 1/6 share
- Patricia Ann Hore as to a 1/12 share
- Harris Inglis Hunter and Roger Norman Macassey as to a 1/12 share
- Peter James Becker as to a 1/9 share
- Wendy Jane Becker as to a 1/9 share
- William Noel Becker, Robert Cameron White and Wendy Jane Becker as to a 1/9 share
- Timothy Lloyd Crutchley as to a 1/6 share
- Raewyn Mere Crutchley as to a 1/6 share

**Interests**

- 871680 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1st day of July 1992 and fixing (for the first 11 years) the annual rent at \$645.00 calculated on the rental value of \$43,000 - 8.12.1994 at 10.20 am
- 889790.5 Mortgage of the one-third share of Timothy Lloyd Crutchley and Raewyn Mere Crutchley to Bank of New Zealand - 25.8.1995 at 9.20 am
- 5029683.3 Departmental Dealing to convert CT OT228/56 into Landonline and recreate mortgage 889790.5 herein - 25.1.2001 at 9:30 am
- 5021142.1 Discharge of Mortgage 889790.5 - 25.1.2001 at 2:45 pm

Leased as a Reversion of (or in Exchange for) Lease  
Former Reference  
registered in Vol. 335 fol. 175

NEW ZEALAND

O T A G O

LAND DISTRICT

AND 3... REGISTERED IN THE LAND REGISTRY OFFICE  
... THE LAND TRANSFER ACT

Chase  
C. Chanda  
21 MAY 1959  
9:55 entered in the Register-book, Vol. 386 fol. 107  
15 day of May  
332, 1959, at 5:53 o'clock

(L. and S. R. 1)

386/107

Wharara  
Asst. Land Registrar.

Pastoral Lease of Pastoral Land under the Land Act, 1948

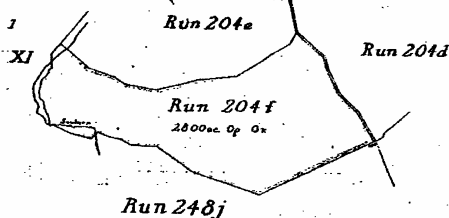
No. P. 214

This Deed, made the first day of March, one thousand nine hundred and fifty-nine... between HIS MAJESTY THE KING who, with his heirs and successors, is hereinafter referred to as "the Lessor" and THOMAS HUNNETT... all of... in the Dominion of New Zealand...

Upper Taieri S.D.

EQUIVALENT METRIC

AREA IS 1133.1198 ha



Scale: 80 chains to an inch

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and fifty-nine... together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and fifty-nine... together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-nine... Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of Sixty-five pounds (£65) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of... (the receipt of which sum is hereby acknowledged) and thereafter... half-yearly instalments of... pounds (£) shillings and pence ( ) on the 1st day of January and the 1st day of July in each year in the same manner as aforesaid.

AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-

- 1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part thereof...
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval may be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928-1950.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbits Act, 1928-1955.
7. THAT the Lessee will clear and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the said land (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the first day of the month in which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1928, burn any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

AND it is hereby agreed and declared by and between the Lessor and the Lessee:-

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil
(b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to the land or to the mineral on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
(c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased as a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

C. T. 386/107

386/107

- (d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
  - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
  - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
  - (iii) Plough and sow in grass any portion of the said land;
  - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
  - (v) Surface sow in grass any portion of the said land;
 Provided that the lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.
- (f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock, and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed See Below.
- (g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (h) THAT these provisions are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

**SCHEDULE**  
**IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE**  
 N11

In witness whereof <sup>Deputy</sup> the Commissioner of Crown Lands for the Land District of Otago, on behalf of the Lessor, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

Signed by the <sup>Deputy</sup> Commissioner, on behalf of the Lessor, in the presence of -  
 Witness: [Signature]  
 Occupation: Clerk Lands & Survey Dept  
 Address: [Address]

Signed by the above named as Lessee, in the presence of -  
 Witness: [Signature]  
 Occupation: Pastor  
 Address: [Address]

Signed by the above named as Lessee, in the presence of -  
 Witness: [Signature]  
 Occupation: Pastor  
 Address: [Address]

Signed by the above named as Lessee, in the presence of -  
 Witness: [Signature]  
 Occupation: Pastor  
 Address: [Address]

[Signature]  
 Deputy Commissioner of Crown Lands.

J. G. O'Sullivan  
 Lessee.

[Signature]  
 Lessee.

[Signature]  
 Lessee.

\*\* (f) THAT the Lessee shall be deemed not to have failed to use due care in stocking or to have overstocked so long as the Lessee depastures sheep on the said land only during the months of January to April inclusive in each year, of the term of this lease provided that the number of sheep depastured on the said land during the months stated does not exceed 2300 (being an increase of ten per cent or the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

[Signature] Deputy Commissioner of Crown Lands.

J. G. O'Sullivan Lessee.

[Signature] Lessee.

[Signature] Lessee.

Mortgage 135069 of 20/11/1951 registered in the name of James Alexander Becker to the State Advancement Corporation of New Zealand produced 18/11/1951 at 10:12 am.

Variation of Mortgage 135069 produced 26th April 1951 at 2.45 pm.

235792 Variation of the covenants of Distress Lease as to the interest of Spencer Hugh Scott Clarke only. Produced 19.7.1961 at 10.56 pm.

235795 Transfer of his interest Spencer Hugh Scott Clarke to Closeburn Farm Limited. Produced 19.7.1961 at 10.56 pm.

269368 Mortgage of his interest in the land to David & Blunden (16) 11/11/1951 at 9.31 am.

[Signature] Lessee.

[Signature] Lessee.

[Signature] Lessee.

[Signature] Lessee.

31052 Mortgage of 1/11/1951 produced 22.2.1967 at 10:12 am.

Variation of Mortgage 269368 - 16.7.1969 at 9.57 am.

**G. G. KENNELLY**

THIS REPRODUCTION ON A REDUCED SCALE CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.

10 APR 1978

366070 Transfer to Peter James Becker of Patearoa, Farmer 2.2.1971 at 1.42 pm.

Alexander Becker

~~401466~~ 386/107  
of its 1/3 share of Closeburn Farm Limited  
401466 Mortgage to Basil McDonald & Martin Client Solicitors Limited - 6.4.1973 at 12.45 pm

Variation of Mortgage 269368 - 27.5.1974 at 1.34 pm  
A.L.R.

445956 Transfer of his 1/3rd share Thomas Emmett O'Neill to Johnstone Douglas Hore of Kyeburn Farmer as to 1/2 share, and to Patricia Anne Hore of Kyeburn Married Woman, Roger Norman Macassey of Dunedin Solicitor and Colin John Kearney of Dunedin Chartered Accountant (jointly inter se) as to a 1/2 share as tenants in common in the said shares - 2.9.1975 at 2.54 pm  
C. Scott  
for A.L.R.

459572 Mortgage of their 1/3rd share Johnstone Douglas Hore, Patricia Anne Hore, Roger Norman Macassey and Colin John Kearney to Vincent Patrick Sarsfield O'Neill and Thomas Emmett O'Neill in shares - 2.9.1975 at 2.55 pm  
C. Scott  
for A.L.R.

11415 Variation of Mortgage 401466 - 19.2.1979 at 2.30 pm  
A.L.R.

516230/1 Transfer of 1/3 share Closeburn Farm Limited to Cynthia Clarke of Patearoa Married Woman, Harris Inglis Hunter of Dunedin Chartered Accountant and James Edward Brunton of Dunedin Solicitor - 17.5.1979 at 2.39 pm  
A.L.R.

516230/2 Mortgage of 1/3 share Cynthia Clarke, Harris Inglis Hunter and James Edward Brunton to Closeburn Farm Limited - 17.5.1979 at 2.39 pm  
A.L.R.

522825/1 Transfer of his 1/6th share James Alexander Becker to Wendy Jane Becker of Patearoa Married Woman, William Noel Becker of Gimmeburn Farmer and Robert Cameron White of Dunedin Accountant - 17.9.1979 at 9.32 am  
A.L.R.

560408/1 Mortgage of their 1/3rd share Cynthia Clarke, Harris Inglis Hunter and James Edward Brunton to Bank of New Zealand - 25.8.1981 at 11.31 am  
A.L.R.

560408/3 Memorandum of Priority ranking Mortgage 560408/1 as third Mortgage and Mortgage 516230/2 as fourth Mortgage - 25.8.1981 at 11.32 am  
A.L.R.

560408/4 Mortgage of their 1/3 share Cynthia Clarke, Harris Inglis Hunter and James Edward Brunton to The Rural Banking and Finance Corporation of New Zealand - 25.8.1981 at 11.32 am  
A.L.R.

576258 Transmission of the interest of Vincent Patrick Sarsfield O'Neill in Mortgage 445957 to Herbert Alexander Robertson and John Stafford O'Neill as executors entered 26.5.1982 at 1.38 pm  
A.L.R.

625703/1 Certificate vesting Mortgage 311052 in The Rural Banking and Finance Corporation of New Zealand - 19.11.1984 at 10.36 am  
A.L.R.

686592/3 Mortgage of their 1/3 share Cynthia Clarke, Harris Inglis Hunter and James Edward Brunton to Brunton Farry Solicitors and Nominee Company Limited - 11.9.1987 at 9.52 am  
D.L.R.

686592/4 Memorandum of Priority ranking mortgage 686592/3 a first mortgage, mortgage 560408/1 a second mortgage, mortgage 516230/2 as a third mortgage - 11.9.1987 at 9.52 am  
D.L.R.

702887 Change of Name of the Mortgagee in Mortgage 686592/3 to Webb Farry Solicitors Nominee Company Limited - 20.5.1988 at 9.17 am  
A.L.R.

752753 Variation of Mortgage 686592/3 - 24.4.1990 at 10.33 am  
A.L.R.

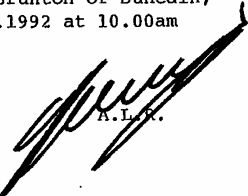
778273/5 Transfer of their 1/6 share Patricia Anne Hore, Colin John Kearney and Roger Norman Macassey to Patricia Anne Hore abovenamed a 1/2 share, Harris Inglis Hunter of Dunedin chartered accountant and Roger Norman Macassey a 1/2 share (jointly inter se) as tenants in common in the said shares - 2.5.1991 at 10.13 am  
A.L.R.

785566/2 Transfer of his 1/6th share Peter James Becker and their 1/6 share William Noel Becker, Wendy Jane Becker and

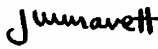
Robert Cameron White to Peter James Becker of Patearoa Farmer (1/3 share), Wendy Jane Becker of Patearoa Married Woman (1/3 share) and William Noel Becker of Cromwell Geologist, Robert Cameron White of Dunedin Accountant and the said Wendy Jane Becker (jointly inter-se as to a 1/3 share) as tenants in common in the said shares - 12.8.1991 at 11.26am

  
A.L.R.

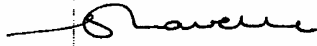
800840 Transfer of their 1/3rd share Cynthia Clarke, Harris Inglis Hunter and James Edward Brunton to Cynthia Clarke of Patearoa, Widow, Gerald Edgar Cronshaw Clarke of Gimmerburn, Farmer, Spencer Hugh Clarke of Patearoa, Farmer and James Edward Brunton of Dunedin, Retired Solicitor - 18.3.1992 at 10.00am

  
A.L.R.

847636 Transmission of the 1/3 share of Cynthia Clarke, Gerald Edgar Cronshaw Clarke, Spencer Hugh Clarke and James Edward Brunton to Cynthia Clarke abovenamed, Gerald Edgar Cronshaw Clarke of Ranfurly Farmer and Spencer Hugh Clarke abovenamed as Survivors - 28.1.1994 at 11.36am

  
A.L.R.

871680 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1st day of July 1992 and fixing (for the first 11 years) the annual rent at \$645.00 calculated on the rental value of \$43,000.00 - 8.12.1994 at 10.20 am

  
A.L.R.

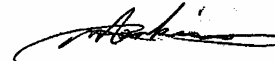
889790/3 Transmission of the one-third share of Cynthia Clarke, Spencer Hugh Clarke and Gerald Edgar Cronshaw Clarke to Cynthia Clarke and Spencer Hugh Clarke both abovenamed as Survivors - 25.8.1995 at 9.20am

  
A.L.R.

889790/4 Transfer of the one-third share acquired by Transmission 889790/3 to Timothy Lloyd Crutchley and Raewyn Mere Crutchley of Patearoa Farmers as tenants in common in equal shares - 25.8.1995 at 9.20am

  
A.L.R.

889790/5 Mortgage of the one-third share of Timothy Lloyd Crutchley and Raewyn Mere Crutchley to Bank of New Zealand - 25.8.1995 at 9.20am

  
A.L.R.



From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:29 #770 P.025/036

**CDF 515 Request Manual Copy**

Document type:	Instrument	Request Id:	40951
Reference Number:	871680	User id:	dabercrombiedu
Land District:	Otago	Request Date:	19/02/2002 09:20:59
Method of Delivery:	Fax	Client Reference:	dabercrombiedu
Requested By:		Status:	Pending
<input type="checkbox"/> Certified Copy			
Comments:	Waipiata		
<b>Delivery Details</b>			
Firm:	Abercrombie & Assoc Ltd		
Primary Contact:	Mr David Abercrombie		
Street:	P O Box 5056		
Town:	Dunedin		
Country:	New Zealand		
Postcode:	9001		
Fax Number:	03 471 9455		

Fees: OK Cancel



From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:30 #770 P.026/036

**REGISTER**

**MEMORANDUM OF RENEWAL AND VARIATION  
OF PASTORAL LEASE**

IN THE MATTER of the Land Transfer Act 1952  
and the Land Act 1948

AND

IN THE MATTER of Pastoral Lease No P 214  
registered in Volume 386  
Folio 107 Otago District Land Registry  
from HER MAJESTY THE QUEEN to  
ROBERT CAMERON WHITE of  
Dunedin, Solicitor WILLIAM NOEL  
BECKER of Gimmerburn Farmer  
WENDY JANE BECKER of Patearoa  
Married Woman (jointly 1/9 share),  
PETER JAMES BECKER of Patearoa  
Farmer (1/9 share) WENDY JANE  
BECKER abovenamed (1/9 share)  
CYNTHIA CLARKE of Patearoa  
Widow, GERALD EDGAR  
GRONSHAW ~~GRONSHAW~~ CLARKE of Patearoa  
Farmer, SPENCER HUGH CLARKE  
of Patearoa Farmer and JAMES  
EDWARD BRUNTON of Dunedin  
~~retired Solicitor~~ (jointly 1/3 share)  
JOHNSTONE DOUGLAS HORE of  
Kyeburn Farmer (1/6 share),  
PATRICIA ANNE HORE of Patearoa  
Married Woman, ROGER NORMAN  
MACASSEY of Dunedin Solicitor and  
HARRIS INGLIS HUNTER of  
Dunedin Accountant (jointly 1/6 share)  
as tenants in common in the said  
shares.

- (1) Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 386 Folio 107 Otago Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1992. The covenant to pay rent and the rental value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:31 #770 P.027/036

**REGISTER**

Yielding and paying therefor for the first 11 years of the said term unto the Landcorp Property Limited at Alexandra the annual rent of \$645.00 plus GST calculated on a rental value of \$43,000.00 payable without demand by equal half yearly payments in advance on the first day of January and the first day of July in each and every year during the said period of 11 years and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

- (2) Consequent upon this renewal Marginal Strips have been reserved pursuant to Part IVA of the Conservation Act 1987 as more particularly delineated A-E and F-G on SO 1827

Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their names this 22 day of December 1992

**SIGNED** for and on behalf of HER MAJESTY )  
 THE QUEEN by the Commissioner of Crown )  
 Lands in the presence of: )  
 )  
 )

Witness: [Signature]  
National Administration Officer  
 Occupation: Department of Survey and Land Information  
 Address: Wellington

[Signature]  
 Commissioner of Crown Lands

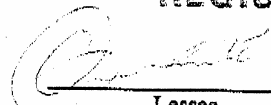
From:LAND INFORMATION DUNEDIN

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
20/02/2002 13:32 #770 P.028/036

**REGISTER**

**SIGNED** by the Lessee )  
ROBERT CAMERON WHITE )  
in the presence of: )

  
\_\_\_\_\_  
Lessee

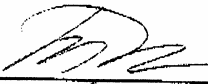
Witness:   
\_\_\_\_\_


Occupation:   
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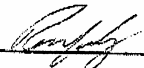
Address:   
\_\_\_\_\_

**SIGNED** by the Lessee )  
WILLIAM NOEL BECKER )  
in the presence of: )

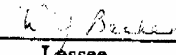
  
\_\_\_\_\_  
Lessee


Witness:   
\_\_\_\_\_


Occupation:   
\_\_\_\_\_

Address:   
\_\_\_\_\_

**SIGNED** by the Lessee )  
WENDY JANE BECKER )  
in the presence of: )


  
\_\_\_\_\_  
Lessee

Witness:   
\_\_\_\_\_


Occupation:   
\_\_\_\_\_

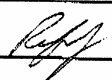
Address:   
\_\_\_\_\_

**SIGNED** by the Lessee )  
PETER JAMES BECKER )  
in the presence of: )

  
\_\_\_\_\_  
Lessee

Witness:   
\_\_\_\_\_

Occupation:   
\_\_\_\_\_

Address:   
\_\_\_\_\_

From: LAND INFORMATION DUNEDIN

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20/02/2002 13:32 #770 P.029/036

**REGISTER**

**SIGNED** by the Lessee )  
CYNTHIA CLARKE )  
in the presence of: )

C. Clarke  
Lessee

Witness: R. J. Harrachan J.P.

Occupation: Retired Newspaper

Address: Ranfurly

**SIGNED** by the Lessee )  
GERALD EDGAR CRANSHAW CLARKE )  
in the presence of: )

G. Clarke  
Lessee

Witness: R. J. Harrachan J.P.

Occupation: Retired Newspaper

Address: Ranfurly

**SIGNED** by the Lessee )  
SPENCER HUGH CLARKE )  
in the presence of: )

S. H. Clarke  
Lessee

Witness: R. J. Harrachan J.P.

Occupation: Retired Newspaper J.P.

Address: Ranfurly

~~**SIGNED** by the Lessee )  
JAMES EDWARD BRUNTON )  
in the presence of: )~~

~~\_\_\_\_\_  
Lessee~~

~~Witness: \_\_\_\_\_~~

~~Occupation: \_\_\_\_\_~~

~~Address: \_\_\_\_\_~~

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:33 #770 P.030/036

REGISTER

SIGNED by the Lessee )  
JOHNSTONE DOUGLAS HORE )  
in the presence of: )

JDH  
Lessee

Witness: P A Hore

Occupation: Home Clerk to Cook

Address: Alison Gibson Dunedin

SIGNED by the Lessee )  
PATRICIA ANNE HORE )  
in the presence of: )

PA Hore  
Lessee

Witness: P A Hore

Occupation: Home Clerk to Cook

Address: Alison Gibson Dunedin

SIGNED by the Lessee )  
ROGER NORMAN MACASSEY )  
in the presence of: )

R Norman  
Lessee

Witness: P A Hore

Occupation: Home Clerk to Cook

Address: Alison Gibson Dunedin

SIGNED by the Lessee )  
HARRIS INGLIS HUNTER )  
in the presence of: )

HIH  
Lessee

Witness: P A Hore

Occupation: Home Clerk to Cook

Address: Alison Gibson Dunedin

From:LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:33 #770 P.031/036

**MEMORANDUM OF RENEWAL OF PASTORAL LEASE**

**REGISTER**

Particulars entered in the Register as shown herein on the date and at the time stamped below.

HER MAJESTY THE QUEEN Lessor

District/Assistant Land Registrar of Otago

R C WHITE Lessee  
W N BECKER  
W J BECKER  
P J BECKER  
C CLARKE  
G E C CLARKE  
S H CLARKE  
~~J E DRUNTON~~  
J D HORE  
P A HORE  
R N MACASSEY  
H I HUNTER



386/107

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRAR OF OTAGO  
ASST LAND REGISTRAR

10.20 08.DEC.96

871680



LANDCORP PROPERTY LIMITED  
DUNEDIN