

OI Assessment Report 202500399 – Delmec Unlimited

Ki / To: Anneke Turton, Leader
Assessment Group
Mai / From: [s 9(2)(g)(ii)], Senior Customer
Regulatory Specialist
Rā / Date: 18 September 2025
Rā Mutunga/
Deadline 20 October 2025

Pūtake/Purpose

We seek your decision on an application for consent to acquire an interest in significant business assets and sensitive land under the Overseas Investment Act 2005 (**Act**).

Summary

Applicant	Delmec Unlimited Ireland 89% Various 11%
Vendors	The shareholders of the Alliance Group Limited New Zealand 100%
Asset	Acquisition of up to 65% of the shares in Alliance Group Limited which gives the Applicant an indirect interest in the Land.
Land	Freehold interests in approximately 1285.471 hectares of land as listed in Schedule 1 of the proposed consent. Leasehold interests in approximately 387.0062 hectares of land as listed in Schedule 2 of the proposed consent.
Consideration	\$250,000,000

Sensitivities	<p>Includes:</p> <ul style="list-style-type: none"> • Non-urban land more than 5 hectares. • Land greater than 0.4 hectares on islands specified in Part 2 of Schedule 1. • Residential land. <p>Adjoins:</p> <ul style="list-style-type: none"> • Land greater than 0.2 hectares and adjoins a marine and coastal area. • Land greater than 0.4 hectares and adjoins Land held for conservation purposes under the Conservation Act 1987 (if that conservation land exceeds 0.4 hectares in area). • Any reserve under the Reserves Act 1977 that is administered by the Department of Conservation (if that reserve land exceeds 0.4 hectares in area).
Pathways	<p>Benefit to New Zealand - Farm land benefit test</p> <p>Significant business assets</p>
Relevant tests	<p>Investor test¹</p> <p>Benefit to NZ test²</p> <p>Farm land offer criterion³</p> <p>National interest criterion⁴</p>

The Applicant is ultimately owned by two Irish families. The Applicant is part of the Dawn Meats Group, a red meat processor from Ireland.

The Applicant is buying up to 65% of the shares in Alliance Group Limited (**Alliance**) (**Investment**). Alliance is red meat cooperative with approximately 4,300 famer-shareholders. It operates freezing works at six plants in New Zealand and supplies meat and meat by-products both domestically and internationally.

The Investment will result in the Applicant acquiring interests in land which includes approximately 1,285 hectares of freehold land and 387 hectares of leasehold land. This land is largely used for the operation of 6 meat processing plants across New Zealand.

The Alliance Group is operating at a loss, and has been exploring options to raise capital since late 2024.

¹ Sections 16(1)(a) and 18A of the Act.

² Section 16(1)(b) and (c) & s16A(1) and 16A(1C).

³ Section 16(1)(f) of the Act.

⁴ Section 16(1)(g) of the Act.

The key benefits that will likely result from the Investment are improving the viability of the Alliance Group and its meat processing plants, retention of jobs and additional capital expenditure.

Timing

The commercial deadline for this transaction is **20 October 2025**.

A decision is required by 28 January 2026 to enable the decision to be communicated to the Applicant in compliance with an extended assessment timeframe of 130 working days.

Decision

1. I have determined that, for the reasons set out in this report:
 - the relevant overseas person(s) and individuals with control are as set out in the report;
 - the investor test has been met;
 - the benefit test is met;
 - the farm land offer test has been met.
2. I note that the transaction is not considered to be a transaction of national interest.
3. I therefore **grant consent** subject to the conditions in **Attachment 1**.

[s 9(2)(g)(ii)]

Anneke Turton

Leader Assessment

Overseas Investment - LINZ

Date: 18 / 09 / 2025

A. Background and proposed transaction

4. Delmec Unlimited⁵ (**Applicant**) is a subsidiary of QDB Holdings IOM Unlimited (**QDB Holdings**) owned by [s 9(2)(a)]. The Applicant is acquiring up to 65% of the shares in the Alliance Group Limited (**Investment**). Consent is required to acquire the Investment because the Alliance Group Limited (**Alliance**) shares are valued at more than \$100 million and will give the Applicant indirect interests in sensitive land across New Zealand (see paragraph 9 below).
5. The Applicant is part of the **Dawn Meats Group**, a red meat processor from Ireland. The Dawn Meats Group will fund the Investment.
6. Alliance announced after-tax losses of \$98.2 million in 2024. It closed (and subsequently sold) its Springfield plant near Timaru⁶ and has been exploring options to raise additional capital.
7. Alliance is a co-operative with approximately 4,300 farmer-shareholders (the **Vendors**). The Investment was presented to shareholders in August 2025 and a series of roadshows are currently being held to explain the deal. A formal shareholder vote is expected on 20 October 2025⁷.

Proposed transaction

8. As part of the transaction a share subscription agreement will be entered between the Applicant, Alliance and **Top Hat Co.**⁸ A scheme of arrangement (**Scheme**)⁹ will be implemented that will result in Alliance becoming a wholly owned subsidiary of Top Hat Co rather than a co-operative. The Applicant will then subscribe for 65% of the shares in Alliance¹⁰.

Land

9. The Investment will result in the Applicant acquiring indirect interests in land as follows:
 - approximately 1,285.471 hectares of freehold land (identified in **Schedule 1 of the proposed Consent**); and
 - approximately 387.0062 hectares of leasehold interests (identified in **Schedule 2 of the proposed Consent**);(together the **Land**).

⁵ Registered in the Isle of Man.

⁶ Article: [Alliance Group Sells Smithfield Site | News | Alliance NZ](#).

⁷ Article: [Proposed Strategic Investment Partnership | Alliance Group NZ](#)

⁸ A yet to be established New Zealand limited liability company.

⁹ To be implemented by a High Court approved scheme under Part 15 of the Companies Act 1993.

¹⁰ Shares held as follows: the Applicant 65%, Top Hat Co 35%.

10. The Land is used principally for Alliance's 6 meat processing plants located across New Zealand (**Plants**). See the location of these Plants in **Figure 1**:



Figure 1: Location of the meat processing Plants

11. Parts of the Land¹¹ are considered residential land for the purposes of the Act. Some of this Land has dwellings on it, this is covered in the Residential Land Outcome section later in this Report.
12. Some of the Land is used by Alliance for short-term grazing while livestock is awaiting processing.

New Zealand meat industry

13. New Zealand meat exports were affected by adverse market conditions in 2023 and 2024. In its March 2024 mid-season update, the industry organisation Beef and Lamb New Zealand Ltd noted that "demand for red meat overall has been weaker than expected" and that lamb and mutton prices were lower than average.¹² The organisation forecast farm profit to decrease 54% compared to its 2022-2023 figures.¹³ These adverse economic conditions affected the profitability of the meat processing sector.

Alliance Group Limited

14. In its 2024 Annual Report Alliance reported a NZ\$95.8 million after-tax loss for the year ending 30 September 2024, following a NZ\$70.2 million after-tax loss in 2023. The reported losses include NZ\$51.3 million in restructuring costs, arising (in part) from the closure of the Smithfield plant in Timaru. Reported revenue fell from NZ\$2 billion in 2023 to NZ\$1.8 billion in 2024.¹⁴

¹¹ Contained in Records of Title HBW1/918, HB130/283, HBC3/814, SL33/288, SL10C/232, and SL10C/231.

¹² With lamb prices 12% lower and mutton prices 34% lower than last season. Page 1 Beef and Lamb New Zealand Mid-Season Update 2023-2024.

¹³ Page 1 Beef and Lamb New Zealand Mid-Season Update 2023-2024.

¹⁴ Page 10, Alliance Group Limited 2024 Annual Report.

15. Alliance published a product disclosure statement as part of its offer of shares to its former shareholders on 26 April 2024. In that statement it noted issues with obtaining debt financing and concerns that deteriorating market conditions might adversely affect its financial position.¹⁵
16. In late-2024 Alliance made several attempts to raise capital internally, but these efforts were unsuccessful. In February 2025 Alliance appointed Craigs Investment Partners to explore capital raising options, which resulted in the Applicant being identified as a potential investor.

B. Application of the Act

17. The Asset is sensitive because the value of the consideration exceeds \$100 million¹⁶. The Land is sensitive because it is non-urban land over 5 hectares in size and as it includes land greater than 0.4 hectares on islands and residential land¹⁷, as well as due to adjoining sensitivities¹⁸ so consent is required.¹⁹ The following criteria for an investment in sensitive land apply to this application:²⁰
 - The investor test must be met.²¹
 - The benefit to New Zealand test must be met.²²
 - The farm land must have been offered for sale on the open market,²³ unless exempt.²⁴
 - You must also note whether the Investment is a transaction of national interest and, if so, whether the Minister of Finance has decided that the Investment is contrary to New Zealand's national interest.²⁵
18. In order to satisfy the benefit to New Zealand test, the decision-maker must:
 - Determine that the overseas investment will, or is likely to, benefit NZ (or any part of it or group of New Zealanders);²⁶ and

¹⁵ Page 5, Alliance Group Limited Product Disclosure Statement dated 26 April 2024.

¹⁶ Section 13 of the Act.

¹⁷ Table 1, Part 1, Schedule 1 of the Act.

¹⁸ Table 2, Part 1, Schedule 1 of the Act.

¹⁹ Sections 10(1)(a) and 12(1)(a) of the Act.

²⁰ Set out in section 16(1) of the Act.

²¹ Sections 18A and 16(1)(a) of the Act.

²² Section 16(1) of the Act.

²³ Section 16(1)(f) of the Act.

²⁴ Section 20(1)(a) or (b) of the Act.

²⁵ Section 16(1)(g) of the Act.

²⁶ Section 16A(1)(a) of the Act.

- Determine that benefit will be, or is likely to be, substantial in relation to one of more of the factors of high relative importance for farm land²⁷ (unless the farm land benefit test is disapplied²⁸ or does not apply ²⁹).
- Because the Land is residential:
 - determine a residential land outcome;³⁰
 - apply conditions of consent for the residential land outcome; and
 - be satisfied that those conditions are likely to be met.³¹

19. We assess the investor test in **Part C**, the benefit to New Zealand test in **Part D**, the farm land offer test in **Part E**, and discuss national interest matters in **Part F**.

C. Applicant and investor test

20. This section describes the Applicant and assesses whether the investor test is met.

Business Activities

21. The Applicant is part of the Dawn Meats Group which is a processor and supplier of beef and lamb products established in Ireland in 1980. It has [s 9(2)(b)(ii)] and serves customers in over 50 countries.
22. The Dawn Meats Group has over 8,000 employees, operates from 24 facilities and processes more than 3.5 million sheep and 1 million cattle per annum.
23. Dawn Meats Group views the Investment as an opportunity to enter the New Zealand meat processing industry and grow its international operations.

Ownership and control

24. The Applicant is a subsidiary of QDB Holdings IOM Unlimited (**QDB Holdings**) which is ultimately owned as follows:
- [s 9(2)(a)]
 - [s 9(2)(a)]
25. QDB Holdings holds 100% of the A shares in the Applicant, representing 99.9% of the equity, and [s 9(2)(a)] hold B shares direct (which represent 0.1% of the equity).

²⁷ Section 16A(1C)(a)&(b) of the Act. This criterion applies because the Land is farm land over 5 hectares in size.

²⁸ Section 16A(1D) of the Act.

²⁹ Section 16A(2) of the Act

³⁰ Section 16B(3)(a). The Act specifies a range of outcomes to choose from in clause 19, Schedule 2 of the Act.

³¹ Section 16A(1)(b) of the Act.

26. The decision to enter into the proposed transaction was made by the board of directors of QDB Holdings (any decision to divest the Investment would require approval from the same board).
27. The board of directors of QDB Holdings will retain overall control over the Investment, with day-to-day oversight (including approval of capital and operating expenditure) delegated to the senior management team of the Dawn Meats Group.

Relevant overseas person and individuals with control

28. We recommend that the '**relevant overseas person**' is (collectively):

Relevant overseas person	Reason
Delmec Unlimited	The Applicant
QDB Holdings IOM Unlimited	Ultimate owner of the Applicant

29. We recommend that the '**individuals with control of the relevant overseas person**'³² are:

Individuals with control	Reason
Niall Browne	CEO of the Dawn Meats Group, Director of the Applicant and QDB Holdings
Michael Vincent Queally	Director of the Applicant, Director (Non-Executive) of QDB Holdings
John Queally	Director of the Applicant, Director (Non-Executive) of QDB Holdings
Sean Breen	Finance Director of the Dawn Meats Group, Director of the Applicant and QDB Holdings
Peter Ivor Queally	Director of the Applicant, Director (Non-Executive) of QDB Holdings

Summary of investor test

30. The relevant overseas persons and individuals with control established none of the factors contained in section 18A(4) of the Act, therefore we consider the **investor test has been met**.

³² Section 15 of the Act.

D. Investment plan and benefit to NZ test

31. This section describes the Investment and our assessment of whether it is likely to meet the benefit to NZ test in the Act.

Current state (counterfactual)

32. Alliance specialises in procuring and processing animals (including sheep, cattle and deer) in New Zealand and supplying meat and meat by-products (including lamb, mutton, venison, beef and offal) both domestically and internationally.
33. It has six active processing plants across New Zealand which service a co-operative network of nearly [s 9(2)(b)(ii)] farms.
34. Key information about the current state of the Investment:
- **Employment:** approximately [s 9(2)(b)(ii)] Full Time Equivalent (**FTE**) staff (subject to seasonal variations).
 - **Capital expenditure:** essential expenditure only
 - **Total sales:** \$1.7 billion in 2024 (almost [s 9(2)(b)(ii)] metric tonnes of annual export).
 - **Revenue:** an average of [s 9(2)(b)(ii)] in 2023 and 2024.

Investment plan

35. Dawn Meats Group has been pursuing international expansion, particularly within the EU and globally, with a focus on markets like Germany, South Korea, and the UK³³. It views an expansion to New Zealand as a logical next step.
36. The proceeds of the Investment by the Applicant will be used as follows:
- NZ\$187.5 million will be used to repay Alliance's banks and put it in a sustainable financial position;
 - NZ\$22.5 million will be used by Alliance for capital investment. This amount is being paid to Alliance at completion of the transaction and will accordingly be immediately available for investment; and
 - NZ\$40 million is to be advanced to Alliance which is to be utilised to make loyalty payments to Alliance's farmer shareholders over the next two financial years (contingent upon reasonable target metrics which are to be agreed).
37. This Investment will support the continuation of Alliance and operation of its six plants as a going concern.

³³ [Dawn Meats Reveals Plans To Expand German Business | Checkout](#) and [Dawn Meats welcomes opening of South Korean market and announces monthly shipment deal - Dawn Meats](#)

Investment benefits

Improved viability of Plants/Retention of jobs

38. [s 9(2)(b)(ii)]

Plant	Number of jobs	% of total jobs
Dannevirke	[s 9(2)(b)(ii)]	[s 9(2)(b)(ii)]
Levin	[s 9(2)(b)(ii)]	[s 9(2)(b)(ii)]
Nelson	[s 9(2)(b)(ii)]	[s 9(2)(b)(ii)]
Pukeuri	[s 9(2)(b)(ii)]	[s 9(2)(b)(ii)]
Mataura	[s 9(2)(b)(ii)]	[s 9(2)(b)(ii)]
Lorneville	[s 9(2)(b)(ii)]	[s 9(2)(b)(ii)]
Other (e.g., executive, administrative, sales)	[s 9(2)(b)(ii)]	[s 9(2)(b)(ii)]
Total	[s 9(2)(b)(ii)]	[s 9(2)(b)(ii)]

Table 1: Summary of FTEs

39. This Investment will promote the viability of these plants and the retention of these FTE. The Applicant has noted the number of FTE is likely to fluctuate over time according to business needs.

Capital expenditure

40. [s 9(2)(b)(ii)]

- [s 9(2)(b)(ii)]
- [s 9(2)(b)(ii)]
- [s 9(2)(b)(ii)]

41,

³⁴ Current as at July 2025.

³⁵ The Applicant will appoint 3 directors, and Top Hat Co will appoint 2 directors to this board.

³⁶ SCADA systems offer real-time control, monitoring and comprehensive data logging for various equipment and processes in meat processing plants. This technology also enhances efficiency, traceability and quality control in meat processing operations.

Increased productivity

42. The Dawn Meats Group has been processing meat for over 45 years and serves a large network of export customers. Its production systems use new technology to operate advanced slaughter and de-boning processes.

43. [s 9(2)(b)(ii)]

Increased export receipts

44. [s 9(2)(b)(ii)]

45.

46. Alliance and Dawn Meats Group operate in opposite hemispheres, allowing for year-round supply of red meat to global market and which will assist in reducing seasonal gaps in availability.

47. The Dawn Meats Group focusses upon beef markets, especially in the UK and Europe. The Applicant views Alliance as focussed mainly on lamb with established markets in Asia, China and North America. This partnership is hoped to lead to cross leveraging of their respective products.

Supporting Government Policy

Decarbonisation

48. As part of the Investment the Applicant intends to fund the installation of hot water heat pumps and conversion from steam to hot water boilers across the various meat processing Plants. [s 9(2)(b)(ii)]

49. [s 9(2)(b)(ii)]

Assessment of benefits

50. The benefits to New Zealand that are likely to result from the Investment and our assessment of the relative weight to be given to each are set out in **Table 2**.

Farm Land benefit test

51. The Investment involves the acquisition of farm land exceeding 5 hectares in area. As a result, the farm land benefit test applies unless you decide it need not be met for one of the reasons set out in the Act³⁸ or does not apply³⁹.
52. The Land contains farm land as it is used for short term grazing of livestock awaiting processing (although it is ancillary to the processing plants rather than being productive farm land). Accordingly, the Farm Land Benefit Test applies to this Investment.
53. For the farm land benefit test to be met, the Applicant must demonstrate, in relation to either the economic or New Zealand participation factors, that the benefits of the Investment are of a size or nature that represent a substantial benefit to New Zealand.
54. We have analysed the benefits that are likely to occur as a result of the Investment, compared to the current state of the Land, in the table below. This may include benefits that the Applicant did not specifically claim, but that we have identified may occur.
55. LINZ is directed⁴⁰ that where an investment demonstrates strong benefits under one or two key benefit factors, other factors may require less consideration if the threshold for meeting the benefit test is clearly met without reference to them. Therefore, benefits that were not considered to be key have not been considered as part of our assessment.
56. Factors that we considered were either not relevant to the Investment, or the benefit to New Zealand was not sufficient to be relied on, are noted in **Attachment 3**.

³⁸ Section 16A(1C)–(1D). You may decide not to apply the farm land benefit test if: the transaction is minor or technical; the transaction does not materially change the level of ownership or control that the relevant overseas person has over the asset; or the farm land has no or limited productive capacity as farm land and will, or is likely to, be used promptly, as a result of the overseas investment, for industrial or commercial development (for example, a supermarket) or for the construction of 1 or more buildings that, taken together, will consist of 20 or more new residential dwellings.

³⁹ Section 16A(2) of the Act.

⁴⁰ Ministerial directive letter 6 June 2024.

Benefit		Analysis
Economic Strong	Improved viability of the Plants Retention of jobs	This Investment will improve the financial viability of Alliance and will alleviate its current financial difficulties. [s 9(2)(b)(ii)]
	Increased capital expenditure	Significant capital expenditure of approximately NZ\$22.5 million which will result in modernisation of the Plants.
Advance Significant Government Policy Weak	Second Emissions Reduction Plan	This Investment aligns with the Government policy to reduce industrial process heat emissions and to transition to low-emission alternatives.

Table 2: Assessment of Benefits for this Investment

Consultation and submissions about the investment

57. In undertaking our assessment, we consulted with the Ministry for Primary Industries (MPI). A summary of their feedback is provided below.
58. This Investment is expected to play some role in stabilising Alliance's financial position and enhancing productivity. Without it, Alliance could face receivership. However, productivity gains are unlikely to be significant as Alliance will still be in a weak capital position (and still have considerable debt with the banks) and the proposed hot water system will have only minor impacts on long term efficiency.
59. Dawn Meat Groups is well placed to expand the market reach of New Zealand products, and this Investment does appear to present an opportunity. Alliance may be in a better position to diversify its sales and reduce dependency on a single market due to improved sales network. However, the success of this will depend on how well Alliance and the Applicant can align their capabilities, leverage existing networks and respond to shifting global demand trends.

60. **[s 9(2)(g)(i)]**

■ **[s 9(2)(g)(i)]**

61. The Investment will not address declining animal numbers and over capacity for processing. Declining animal numbers will lead to consolidation and costs to the sector at some point. Unless the overcapacity and related issues are addressed this could result in loss of competitive advantage and market power in certain Asian markets. For [s 9(2)(b)(ii)]
62. This capital investment is (proportionately) small and not productivity focused, and the business will still have some debt. [s 9(2)(g)(i)]

Residential Land outcome

63. Parts of the Land for the Dannevirke and Matura Plants are classified as residential land⁴².
64. The Act provides that where an application is under the Benefit to New Zealand test, and the sensitive land includes residential land, the decision-maker must determine a residential land outcome to apply to the residential land⁴³ and the consent must be made subject to the conditions for the residential land outcome.
65. Given the nature of the Investment, we consider that the **Relevant Business** is the business of Alliance Group Limited which includes procuring and processing animals, producing, procuring and supplying meat products and animal by-products, and other associated activities.
66. In this case there are two appropriate residential land outcomes, the incidental residential use and the non-residential use outcome. The relevant outcomes are discussed below.

Incidental residential use outcome

67. Part of the residential land contains three dwellings⁴⁴ which are used by Alliance for accommodation for its Plant workers.
68. The Applicant intends to continue to use the three dwellings for this purpose. Given there are very limited alternatives available for reliable accommodation for plant workers in these areas, we do not consider that a reasonable alternative to the Applicant acquiring the dwellings exists.
69. We have recommended that conditions are imposed to require that this land is only used for residential purposes where it is providing staff accommodation in support of its business.

⁴² Contained in Records of Title HBW1/918, HB130/283, HBC3/814, SL33/288, SL10C/232, and SL10C/231.

⁴³ Section 16B(3)(a) of the Act.

⁴⁴ Two in Dannevirke (HB130/283 & HBC3/814) and one in Matura (SL10C/231).

70. We are satisfied that these conditions of consent are likely to be met and this use of the Land for residential purposes is in support of the Relevant Business and that this residential use is an exceptional use within the Relevant Business.

Non-Residential Use Outcome

71. The remaining area of residential land⁴⁵ is mostly bare land which contains no dwellings.
72. The Applicant has confirmed that this land is likely to be used for non-residential purposes in support of the Relevant Business only and will not be held for future residential purposes.
73. We have recommended a condition of consent requiring that this land is not used for residential purposes. Given the fact the land is currently bare land and used as part of the business, we consider that these conditions of consent are likely to be met.

Proposed conditions and rationale

74. We have required the Applicant to retain and continue operating the Plants (**Special Condition 1**) and to invest a minimum amount of capital expenditure (**Special Condition 2**). We consider that the proposed benefits to New Zealand will derive from these conditions as continued operation of the plants will lead to retention of jobs.
75. Conditions of consent relating to the residential land outcomes have also been included in the proposed consent (**Special Conditions 3, 4 and 5**).
76. See **Attachment 1** for the proposed conditions.

Conclusion – benefit to NZ test

Key benefits

77. After considering the application, we are satisfied that the Investment is likely to result in the benefits considered above. In particular, the improved viability of the meat processing Plants, the retention of jobs and increased capital expenditure.

Proportionality

78. We have undertaken our assessment having regard to the sensitivity of the Land and the nature of the overseas investment transaction, reflecting the proportional nature of the benefit to NZ test. We note that:

Features of the land

- Relatively large size (1,285 hectares of freehold and 387 hectares of leasehold);
- Land used to operate the Alliance meat processing business;
- The farm land is used for purposes ancillary to the meat processing business, rather than being a productive farm;

⁴⁵ Comprised in Records of Title HBW1/918, SL33/288 and SL10C/232.

Nature of the overseas investment transaction

- Applicant is acquiring an up to 65% indirect interest in the Land;
- The Applicant intends to continue to operate the business on the Land.

79. We consider that the economic benefits relating to the improved viability of Alliance's meat processing business which employs a significant number of staff and the introduction of \$22.5 million to invest in the business are strong relative to the land being acquired and the nature of the transaction.

Conclusion

80. After considering the application, we are satisfied that the Investment is likely to result in economic and government policy benefits in proportion to the sensitivity of the Land and the nature of the Investment.
81. In relation to the farm land benefit test, we consider the benefits are likely to be substantial in relation to the economic benefit factor.

E. Farm land offer test

82. Alliance applied for and was granted an exemption⁴⁶ from the farm land offer criterion obtained under section 20(1)(a) of the Act.
83. We are therefore satisfied the transaction is exempt from the farm land offer requirement.

F. Not a transaction of national interest

84. The Investment does not involve a transaction of national interest under the mandatory criteria of the Act.⁴⁷ This is because the Investment does not involve a non-NZ government investor, or an investment in a strategically important business (as defined in the Act).
85. The Minister of Finance has not called the Investment in for a national interest assessment.⁴⁸

G. Fresh or seawater areas

86. The Nelson Plant includes part of Saxton Creek which is a marine and coastal area.
87. However, as the registered proprietor of the relevant records of title will not change (it is the underlying ownership of the entities that own the Land that will change), the automatic condition relating to fresh and seawater areas does not apply⁴⁹.

⁴⁶ Case number 202500340.

⁴⁷ Under s 20A of the Act.

⁴⁸ Section 20B of the Act

⁴⁹ Section 25D of the Act.

H. Conclusion

88. For the reasons set out in this report, we consider that the criteria for consent have been met and our recommendation is to **grant** consent.
89. We refer you to **Attachment 1** to review the Proposed Decision (including consent conditions), and from **page 3** of this Assessment Report to record your decision.

I. Attachments

1. Proposed Decision
2. Other benefit factors

ATTACHMENT 1 PROPOSED DECISION

Consent for Overseas Person to Acquire Significant Business Assets and Sensitive New Zealand Land

Read this consent carefully - you must comply with all the conditions. If you do not, you may be required to dispose of the land and/or be subject to fines or other penalties.

Consent

Decision date: [d e]

The following people have been given the following consent:

Case	202500399
Consent holder	<p>Delmec Unlimited (Company number 015300V, Isle of Man).</p> <p>We will also refer to the Consent holder as you.</p>
Consent	The Consent holder may acquire the Asset subject to the Conditions set out below.
Asset	Up to 65% of the shares in Alliance Group Limited and the resultant indirect interest in the Land.
Land	<p>All of the interests in land under the control of or owned by Alliance Group Limited and its subsidiaries, that is considered sensitive under the Overseas Investment Act 2005 being:</p> <p>a) Freehold interests in approximately 1285.471 hectares of land as identified in Schedule 1 of the Consent.</p> <p>b) Leasehold interests in approximately 387.0062 hectares of land as identified in Schedule 2 of the Consent.</p>
Timeframe	You have until [12 months from the date of decision] to acquire the Asset.

Conditions

Your **Consent** is subject to the special conditions, standard conditions and reporting conditions (**Conditions**) set out below. You must comply with them all. Be aware that if you do not comply with the Conditions, you may be subject to fines or other penalties and you may also be required to dispose of the Land.

In the Consent and the Conditions, we refer to Land Information New Zealand as **LINZ, us** or **we**.

Definitions

Act means Overseas Investment Act 2005

Business means the business of Alliance Group Limited which includes procuring and processing animals, producing, procuring and supplying meat products and animal by-products, and other associated activities.

Plants means the meat processing sites owned by Alliance Group Limited, comprising the Dannevirke Plant, Levin Plant, Nelson Plant, Pukeuri Plant, Maitara Plant and Lorneville Plant, and as identified in the records of title in **Schedule 1** and **Schedule 2** of the Consent.

Regulations means Overseas Investment Regulations 2005

Residential Land means the following land:

- The land which contains dwellings and is used to provide staff accommodation comprised in records of title: HB130/283, HBC3/814 and SL10C/231 (**Dwellings Land**)
- The mainly bare land comprised in records of title: HBW1/918, SL33/288 and SL10C/232 (**Bare Land**)

Temporary Closure means partial or temporary closure of a Plant closure for seasonal shut-downs (which cannot be for longer than six months) and shut-downs for maintenance or upgrades.

Any term or expression that is defined in the Act or Regulations and used, but not defined, in this Consent has the same meaning as in the Act or Regulations.

Special Conditions

You must comply with the following **special conditions**. These apply specifically to this Consent and include conditions that we must impose under the Act.

Details	Required date
Special condition 1: Continue operating the Plants	
You must continue to operate the Plants on the Land.	At all times.
If you close a Plant or no longer operate it in the ordinary course of your Business (excluding a Temporary Closure), then Standard Condition 6 will apply and we may require you to dispose of that Plant and its associated Land.	
Special condition 2: Minimum capital expenditure	
<p>You must invest capital expenditure to be spent on improving the productivity of the Business:</p> <ul style="list-style-type: none"> a) an initial spend of at least \$10 million b) a further spend of at least \$12.5 million 	<ul style="list-style-type: none"> a) By 30 September 2026 b) By 31 August 2028
If you do not comply with this condition, Standard Condition 6 will apply and we may require you to dispose of the Land.	
Special condition 3: Non-occupation outcome	
<p>None of the following people may occupy the Land acquired under this consent for residential purposes:</p> <ul style="list-style-type: none"> i. You ii. Any overseas person with more than 25% ownership or control of the people in 'i'; iii. Any overseas person that occupies the Land on other than arms length terms⁵⁰; iv. Any overseas person who has a beneficial interest in, or beneficial entitlement to, the relevant interest in the Land; v. If 'i' is a trust, any beneficiary (direct or indirect) who may benefit under the trust at the trustees' discretion. <p>This condition does not apply to the Residential Land that may be used for the purpose only of providing Plant staff accommodation.</p>	At all times

⁵⁰ Has the meaning in clause 17, Part 5, Schedule 2 of the Act. In summary it means terms, for example under a lease (or other contract), that are on a reasonable commercial basis.

If you do not comply with this condition, Standard Condition 6 will apply and we may require you to dispose of the Land.	
Special condition 4: Use the relevant Residential Land for incidental residential use	
You may use the relevant Residential Land that contains the dwellings (Dwellings Land), for the purposes of providing Plant staff accommodation and only in support of the Business.	At all times.
If you do not comply with this condition, Standard Condition 6 will apply, and we may require you to dispose of the Land.	
Special condition 5: Use the relevant Residential Land for non-residential use	
You may use the relevant Residential Land that contains the bare land (Bare Land), for non-residential purposes only.	At all times.
If you do not comply with this condition, Standard Condition 6 will apply, and we may require you to dispose of the Land.	

Standard Conditions

You must also comply with the **standard conditions** set out below. These apply to all overseas people who are given consent to acquire sensitive New Zealand land, including you:

Details	Required date:
Standard condition 1: Acquire the Asset	
<p>You must acquire the Asset:</p> <ul style="list-style-type: none"> i. By the date stated in the Consent. If you do not, your Consent will lapse or become invalid and you must not acquire the Asset, and ii. Using the acquisitions, ownership and control structure you described in your application. Note, only you-the named Consent Holder may acquire the Asset, not your subsidiary, trust or other entity. 	As stated in the Consent
Standard condition 2: Tell us when you acquire the Asset	
<p>You must tell us in writing when you have acquired the Asset.</p> <p>Include details of:</p>	As soon as you can, and no later than 2 months after Settlement

<ul style="list-style-type: none"> i. The date you acquired the Asset (Settlement) ii. Consideration paid (plus GST if any) iii. The structure by which the acquisition was made and who acquired the Asset, and iv. Copies of any transfer documents and Settlement statements. 	
Standard condition 3: Allow us to inspect the Land	
<p>Sometimes it will be helpful for us to visit the Land so we can monitor your compliance with the Conditions. We will give you at least 2 weeks written notice if we want to do this.</p> <p>A. You must then:</p> <ul style="list-style-type: none"> i. Allow a person we appoint (Inspector) to: <ul style="list-style-type: none"> a. enter onto the Land, including any building on it, other than a dwelling, for the purpose of monitoring your compliance with the Conditions (Inspection) b. remain there as long as is reasonably required to conduct the Inspection c. gather information d. conduct surveys, inquiries, tests and measurements e. take photographs and video recordings and f. do all other things reasonably necessary to carry out the Inspection ii. Take all reasonable steps to facilitate an Inspection including: <ul style="list-style-type: none"> a. directing your employees, agents, tenants, or other occupiers to permit an Inspector to conduct an Inspection b. being available, or requiring your employees, agents, tenants, or other occupiers to be available, at all reasonable times during an Inspection to facilitate access onto and across the land. This includes providing transport across the Land if reasonably required. <p>B. During an Inspection:</p> <ul style="list-style-type: none"> i. We will not compel you and your employees, agents, tenants or other occupiers to answer our questions or to let us look at, copy or take away documents ii. Our Inspector will comply with any reasonable instruction and cooperate with any reasonable health 	<p>At all times</p>

and safety policy or procedure you notify to us before the Inspection.	
Standard condition 4: Remain not unsuitable to invest in New Zealand	
<p>You, and to the extent that you are not an individual, the Individuals Who Control You must remain not unsuitable to own or control the Land in accordance with section 18A(1) of the Act</p> <p>The Individuals Who Control You are individuals who:</p> <ul style="list-style-type: none"> i. Are members of your governing body ii. Directly or indirectly, own or control more than 25% of you or a person who itself owns or controls more than 25% of you, and iii. Are members of the governing body of the people referred to in ii above. 	At all times
Standard condition 5: Tell us about the changes that affect you, the people who control you, or people you control	
<p>You must tell us in writing if any of the following events happen to any of the Consent Holders:</p> <ul style="list-style-type: none"> i. You become aware that you and/or any Individual Who Controls you establishes any of the investor test factors listed in section 18A(4) of the Act. ii. You cease to be an overseas person or dispose of all or any part of the Land iii. Your New Zealand service address changes. This is the address you provided us in your application as the address which we will send any legal document we need to serve on you. 	Within 20 working days after the change
Standard condition 6: Dispose of the Land if you do not comply with key special conditions	
<p>If all or part of this Standard Condition 6 applies to a special condition, we have said so in that special condition. If we consider you have failed to comply with one of those special conditions in a material way we may require you to dispose of the Land.</p> <p>We will give you written notice if we require you to dispose of the Land. After we have given you notice, you must:</p> <ul style="list-style-type: none"> i. Value the Land: obtain and send us a copy of a market valuation of the Land from a New Zealand registered valuer. 	Within 6 weeks of the date of our notice

ii. Market the Land: instruct a licensed real estate agent to actively market the Land for sale on the open market.	Within 6 weeks of the date of our notice.
iii. Dispose of the Land: dispose of the Land to a third party who is not your associate.	Within 6 months of our notice
iv. Offer without reserve: if you have not disposed of the Land within 6 month of our notice, offer the Land for sale by auction or tender without a reserve price or minimum bid and dispose of the Land.	Within 9 months of our notice
v. Report to us about marketing: tell us in writing about marketing activities undertaken and offers received for the Land.	By the last day of every March, June, September, and December after our notice or at any other time we require
vi. Report disposal to us: send us, in writing, evidence of the following:	Within 1 month after the Land has been disposed of
a. That you have disposed of the land (including copies of sale and purchase agreements, settlement statements and titles showing the purchaser as registered proprietor) and	
b. That the purchaser is not your associate.	

Reporting conditions

We need information from you about how your investment plan is tracking so we can monitor your progress against the conditions.

In addition to Settlement reporting (as set out in Standard Condition 2) you must provide LINZ with reports detailing the progress of the investment. The reports must:

- i. be submitted via our [Webform](#) by these dates:
 - a. 31 October 2026
 - b. 31 October 2030
- ii. contain information about:
 - a. your progress in implementing the special conditions (which can include photographs, maps or aerial imagery as evidence of compliance with relevant conditions)
- iii. Follow the format of the template annual report published on our website

If requested in writing by LINZ, the Consent Holder(s) must provide a written report within 20 working days (or such other timeframe as specified) on any matter relating to its compliance with:

- i. the representations and plans made or submitted in support of the application and notified by the regulator as having been taken into account when the consent was granted, or
- ii. the conditions of this consent.

Power to vary reporting date

The dates on which reports are due to be provided may be changed by agreement between LINZ and the Consent Holder(s), provided that this power may not be used to give a time extension for an individual report.

Power to narrow scope of reports

LINZ may temporarily or permanently waive the requirement to report on a particular matter.

Power not to require further reporting

LINZ may waive the requirement to submit a report and may waive the requirement for future reporting.

Schedule One: Freehold interests in the Land

RT	Legal description	Area
Dannevirke Plant (total land area: 33.7155 hectares)		
HBH3/1174	Section 1 Block XIV Norsewood Survey District	29.4408 hectares more or less
HB130/283	Lot 20-23 Deposited Plan 2059	1.9728 hectares more or less
HBW1/918	Lot 1 Deposited Plan 26371	2.2007 hectares more or less
HBC3/814	Lot 7 Deposited Plan 11797	1012 square metres more or less
Levin Plant (total land area: 7.2709 hectares)		
WN21C/696	Lot 2 Deposited Plan 52163	2.0230 hectares more or less
133615	Lot 1 Deposited Plan 332617	4.6245 hectares more or less
133616	Lot 2 Deposited Plan 332617	4003 square metres more or less
133617	Lot 3 Deposited Plan 332617	2231 square metres more or less
Nelson Plant (total land area: 6.3369 hectares)		
NL5D/236	Lot 1 Deposited Plan 10236 and Section 242	2.8937 hectares more or less

RT	Legal description	Area
	District of Waimea East	
314365	Part Lot 2 Deposited Plan 3342 and Part Lot 2 Deposited Plan 3342	3.4432 hectares more or less
Pukeuri Plant (total land area: 350.9699 hectares)		
9961	Lot 1, 3 Deposited Plan 27354	1.1128 hectares more or less
OT14B/719	Lot 1 Deposited Plan 22177	1870 square metres more or less
OT357/56	Part Section 141 Block II Papakaio Survey District and Section 3 Survey Office Plan 24957	2.1110 hectares more or less
OT169/138	Section 87, 108 Block II and Part Section 109-110 Block II and Section 111 Block II and Part Section 141 Block II Papakaio Survey District and Section 1 Survey Office Plan 24957	25.0237 hectares more or less
OT87/268	Section 201 Block II Papakaio Survey District	3.2375 hectares more or less
OT233/78	Section 95-96 and Part Section 37-38 Block II Papakaio Survey District	75.2816 hectares more or less
OT233/99	Part Section 84-86 Block II Papakaio Survey District	10.4333 hectares more or less
OT233/105	Section 88-90 Block II Papakaio Survey District	48.5547 hectares more or less
OT233/106	Section 103 Block II Papakaio Survey District	15.9648 hectares more or less
OT233/107	Section 104-105 Block II Papakaio Survey District	30.0125 hectares more or less
OT233/108	Part Section 109 Block II Papakaio Survey District	3389 square metres more or less
OT233/109	Part Section 109 Block II Papakaio Survey District	1.1964 hectares more or less
OT233/110	Part Section 109 Block II Papakaio Survey District	2023 square metres more or less
OT4C/663	Lot 7 Deposited Plan 3308	32.0334 hectares more or less
OT2D/775	Lot 6 Deposited Plan 3308	80.4313 hectares more or less
OT371/86	Lot 3-5 Deposited Plan 7961	6710 square metres more or less
OT2D/368	Section 202-204 Block II Papakaio Survey District	6.0703 hectares more or less
OT358/89	Section 98 Block II Papakaio Survey District	16.4429 hectares more or less
OT97/203	Closed road intersecting Section 38 and part Section 37 Block II Papakaio Survey District	8283 square metres more or less
OT8A/1022	Lot 1 Deposited Plan 17084	8362 square metres more or less
Mataura Plant (total land area: 54.6786 hectares)		

RT	Legal description	Area
SL124/112	Section 5 and Part Section 54 Block III Tuturau Survey District	23.4844 hectares more or less
1119710	Lot 1 Deposited Plan 588607 and Lot 2 Deposited Plan 12431	5.3105 hectares more or less
SL10C/233	Lot 1 Deposited Plan 7659 and Part Lot 2 Deposited Plan 1157	2.2810 hectares more or less
SL10C/232	Lot 4 Deposited Plan 12954	2460 square metres more or less
SL10C/231	Lot 3 Deposited Plan 12954	1440 square metres more or less
SL1A/343	Section 1 Block VII Town of Maitara	2.0715 hectares more or less
SL179/102	Section 2 Block VII Town of Maitara	1.6112 hectares more or less
SL42/259	Section 3 Block VII Town of Maitara	2.1145 hectares more or less
SL22/39	Section 4 Block VII Town of Maitara	2.7949 hectares more or less
SLA1/98	Lot 1 Deposited Plan 5255	1378 square metres more or less
SLB2/274	Lot 3 Deposited Plan 5255	1305 square metres more or less
SL4A/591	Lot 4-7 Deposited Plan 5255 and Part Section 6 Block VII Town of Maitara	1.7158 hectares more or less
SL4A/583	Lot 1 Deposited Plan 8137	6070 square metres more or less
SL42/260	Section 7 Block VII Town of Maitara	3.6573 hectares more or less
SL7B/781	Lot 2 Deposited Plan 9633	2.1649 hectares more or less
SL5C/136	Lot 1 Deposited Plan 9633	3.7264 hectares more or less
SL33/288	Town Section 10 Block VII Town of Maitara	1.9905 hectares more or less
SL9B/98 (Lease under s83 Land Act 1948)	Part Section 28 Block XIII Town of Maitara	4904 square metres more or less
Lorneville Plant (total land area: 452.7639 hectares)		
SL2A/1290	Section 93 Block XVI New River Hundred and Lot 1 Deposited Plan 8017	5.6934 hectares more or less
344659	Lot 3 Deposited Plan 10900 and Lot 1 Deposited Plan 386107	22.1204 hectares more or less
SL11/41	Section 36 Block XIV Invercargill Hundred	40.4686 hectares more or less
SL127/225	Part Section 26 Block XIV Invercargill Hundred	18.5346 hectares more or less
SL127/227	Part Section 26 Block XIV Invercargill Hundred	6.7393 hectares more or less
SL153/188	Section 55-58 Block XIV Invercargill Hundred	32.3749 hectares more or less
SL216/36	Part Section 35 Block XIV Invercargill	40.0629 hectares more or less

RT	Legal description	Area
	Hundred	
SL220/34	Section 50 Block XIV Invercargill Hundred	8.0937 hectares more or less
SL23/110	Country Section 54 Block XIV Invercargill Hundred	8.0937 hectares more or less
SL28/240	Lot 32 Block II Deposited Plan 64	10.1348 hectares more or less
SL2A/1408	Part Section 45 Block XIV Invercargill Hundred	42.0873 hectares more or less
SL36/155A	Lot 33 Block II Deposited Plan 64	10.1763 hectares more or less
SL3A/1496	Lot 1 Deposited Plan 8556	6.3024 hectares more or less
SL3A/756	Section 61 Block XIV Invercargill Hundred	9.0548 hectares more or less
SL6A/1396	Lot 3 Deposited Plan 6657	4.8550 hectares more or less
SL6A/1397	Lot 2 Deposited Plan 6657	4.8729 hectares more or less
SL6D/6	Lot 1-2 and Lot 5-7 Deposited Plan 10900	4.8173 hectares more or less
SL6D/8	Lot 4 Deposited Plan 10900	23.4165 hectares more or less
SL8D/187	Section 52 Block XIV Invercargill Hundred	8.0937 hectares more or less
SL8D/188	Section 53 Block XIV Invercargill Hundred	8.0937 hectares more or less
SL8D/189	Part Section 27-28 Block XIV Invercargill Hundred	34.4261 hectares more or less
SL8D/190	Section 32 Block XIV Invercargill Hundred	40.4686 hectares more or less
SLA2/22	Section 51 Block XIV Invercargill Hundred	8.0937 hectares more or less
SLA3/134	Part Section 8 Block XXXVIII Town of Wallacetown	5893 square metres more or less
SLB2/1375	Section 2 and Part Section 1 Block XL Town of Wallacetown	8.2920 hectares more or less
SLB2/508	Lot 2, 4 Deposited Plan 2156 and Part Lot 3 Deposited Plan 2156 and Lot 1 Deposited Plan 6657	11.7521 hectares more or less
SLB3/688	Lot 4 Deposited Plan 6863	35.0559 hectares more or less

Schedule Two: Leasehold interests in the Land (total land area: 387.0062 hectares)

RT	Legal description	Area
SL10A/127	Lot 1 Deposited Plan 12584	2473 square metres more or less
706501	Lot 9-12 Deposited Plan 489939 and Section 3 Survey Office Plan 12194 and Part Lot 36 Deposited Plan 134	75.1220 hectares more or less
591797	Lot 1 Deposited Plan 43866	1872 square metres more or less
1097937	Lot 1 Deposited Plan 70568 and Section 28 Survey Office Plan 470773 and Section 1 Survey Office Plan 572113	311.3991 hectares more or less
CB18A/1192	Lot 1 Deposited Plan 40458	506 square metres more or less

ATTACHMENT 2 OTHER BENEFIT FACTORS

The table **below** lists other factors in the Act for assessing the benefit of overseas investments.

We considered that the factors below were either not relevant to the Investment, or the benefit to New Zealand was not likely or sufficient to be relied on for the purposes of our assessment.

Factor	Reason not relevant or insufficient
Environmental benefits	Not relevant
Public access	Not relevant
Historic heritage	Not relevant
Oversight or participation by New Zealanders	No benefit The Investment will result in New Zealand ownership of Alliance decreasing from 100% to 35%
Consequential benefits	Not relevant
Extraction of water for human consumption / bottling	Not relevant