

DATED

21/4/2006

2006

ALAN WILSON MARTIN

and

ALAN WILSON MARTIN and JILL FIONA MARTIN

AG 6831521.7 Agreement

Cpy - 01/01, Pgs - 008, 19/04/06, 07:29



DocID: 211717515

FORESTRY RIGHT

SYMNS LAW
SOLICITORS
NELSON

**FORESTRY RIGHTS REGISTRATION ACT 1983
FORESTRY RIGHT**

DATED

Nelson Land Registry Office

21st March

2006

Parties

1. **ALAN WILSON MARTIN** of Wakefield, Labourer ("the Grantor")
2. **ALAN WILSON MARTIN**, Labourer and **JILL FIONA MARTIN**, Married Woman, both of Wakefield ("the Grantee")

Background:-

- A. The Grantor is registered as proprietor of an estate in fee simple in the land described in the Schedule ("**the Land**").
- B. The Grantor has agreed to grant to the Grantee a forestry right over that part of the Land described in the Schedule under the heading "**The Forest Land**" as a forestry right within the meaning of the Forestry Rights Registration Act 1983.

THIS DEED RECORDS:

1. **Interpretation**

In this deed unless the context otherwise requires:

- (a) a reference to a person includes any other entity or association recognised by law and vice versa;
- (b) words referring to the singular number include the plural number and vice versa;
- (c) words referring to one gender include every other gender;
- (d) any reference to any of the parties by their defined terms includes that party's executors, administrators and/or permitted assigns, or being a company, its successors and/or permitted assigns;
- (e) every agreement or undertaking expressed or implied by which more persons than one agree or undertake any obligation and/or derive any benefit under this agreement binds and is for the benefit of such persons jointly and severally;
- (f) clause headings are for reference purposes only;
- (g) a reference to an item is a reference to the corresponding item in the Schedule to this agreement;

AWM JFM

- (h) where any word or phrase is given a defined meaning in this agreement, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
- (i) a reference to an Exhibit, Annexure or Schedule is a reference to the corresponding Exhibit, Annexure or Schedule to this agreement;
- (j) a reference to a statute includes all regulations under and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (k) all references to currency are to New Zealand currency;
- (l) the calculation of all periods of time or notice excludes the day on which the period or the notice is given and the day on which the period or notice expires;
- (m) “**business day**” means a day on which registered trading banks in New Zealand are open for business.

2. The Grant

- 2.1 In consideration of the parties entering into a collateral Joint Venture Forestry Agreement bearing even date (“**the Joint Venture Agreement**”), and in further consideration of the rights and covenants and conditions on the part of the Grantee and the Grantor expressed or implied in this deed, the Grantor hereby transfers and grants to the Grantee the Forestry Rights, subject to the Forestry Covenants, both as contained in clauses 3 and 4 of this deed and within the meaning of the Forestry Rights Registration Act 1983, for a term commencing on the 1st day of February 2006 and expiring on the 31st day of March 2012.

3. Forestry Rights

- 3.1 The right exclusive to the Grantee to establish, plant, manage, cultivate, maintain, protect and rend productive, harvest, carry away and otherwise utilise all trees, timber and logs growing or to be grown on the Forest Land.
- 3.2 The right to make, install and use with the consent of the Grantor (which consent may not be unreasonably withheld) all roadways, tracks and gates on the Forest Land that may be necessary for the purpose of managing, felling, carrying away, selling or utilising the trees, timbers and logs referred to above.
- 3.3 The right for the Grantee personally or by the Grantee’s agents, employees, licensees and invitees from time to time to enter and pass and repass upon the Forest Land with or without machinery and vehicles and plant of all kinds.
- 3.4 The right, with the consent of the Grantor (which consent may not be unreasonably withheld) to construct upon the Forest Land such buildings, plant and other works as may

AWM JFM

be necessary or convenient for the full enjoyment of the rights granted by this deed and to remove them on expiry or earlier determination of the rights granted by this deed.

3.5 The right to place and stack upon the Forest Land used for afforestation by the Grantee, any trees, timber or logs harvested pursuant to this grant.

3.6 The right generally to do whatever may be necessary or convenient:

- (a) for harvesting and carrying away and disposing of the trees, timber and logs upon the Forest Land pursuant to the Joint Venture Agreement; and
- (b) for obtaining the full benefit of the rights and privileges granted by this deed, or by the Joint Venture Agreement.

4. Forestry Covenants

4.1 The grant of forestry rights under this deed is given subject to the following conditions:

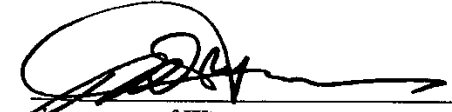
- (a) The Grantee must at all times comply with the terms, provisions and covenants contained in the Joint Venture Agreement, which agreement is to be co-existent with this deed so that a breach under one document is a breach under the other.
- (b) The Grantee must only use and exercise the rights granted by this deed to manage and take from the Forest Land such trees, timber and logs as have been grown there pursuant to the Joint Venture Agreement, and must at all times:
 - (i) Keep all gates on the Forest Land securely fastened;
 - (ii) Not exercise the Grantee's rights under this deed so as to prevent the Grantor from farming in a good and husband-like manner such parts of the Forest Land as are not from time to time used for forestry purposes;
 - (iii) Indemnify the Grantor against all costs, claims demands, proceedings, actions and damages which may be made or taken against the Grantor relating to or arising out of the Grantee exercising the rights of the Grantee under this deed.

SIGNED by the parties before the Schedule.

AWM JFM

SIGNED by the said)
ALAN WILSON MARTIN)
as Grantor and Grantee in the presence of:-)

Alan W Martin


Signature of Witness

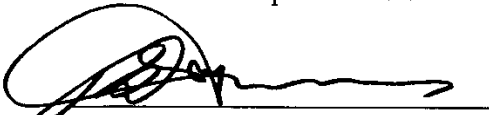
ROBERT DUDLEY SYMNS
Name of Witness (printed) **Solicitor**
NELSON

Occupation of Witness

Address of Witness

SIGNED by the said)
JILL FIONA MARTIN)
as Grantee in the presence of:-)

J.F. Martin


Signature of Witness

ROBERT DUDLEY SYMNS
Name of Witness (printed) **Solicitor**
NELSON

Occupation of Witness

Address of Witness

SCHEDULE A

The Land

(Background paragraph A)

1. 62.4671 ha more or less being Lot 1 DP 363100 Part Section 55 and Square 4 being all the land comprised and described in certificate of title 267166 (Nelson Registry).
2. ~~9510 m² more or less being Lot 1 DP 18531 being all the land comprised and described in certificate of title NL12A/1082 (Nelson Registry)~~
3. 2.8859 ha more or less being Lot 1 DP 18532 being all the land comprised and described in certificate of title NL12A/1083 (Nelson Registry)

The lands 1 to 3 above described are SUBJECT TO & TOGETHER WITH all encumbrances, covenants and easements set out on the said certificates of title.

The Forest Land

(Background paragraph B)

An area of approximately 7 ha growing on the balance of land in Certificate of Title 267166 north of the Pretty Bridge Valley Stream.

awm JFM

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Mortgage**Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ANZ NATIONAL BANK LIMITED**Mortgagee under Mortgage No. 369207.1****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section] of the [Act]

~~[Without prejudice to the rights and powers existing under the interest of the Consentor]~~

the Consentor hereby consents to:

registration of the within Forestry Right

It is certified that on 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and that the mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.

Dated this 10th day of April 2006**Attestation**ANZ National Bank Limited
by its Attorney

KAPUA KATRINA GARDINER

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

GEETI DHILLON
BANK OFFICER
AUCKLAND

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Kapua Katrina Gardiner**, Manager Lending Services of Auckland in New Zealand hereby certifies that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
4. At the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

DATED at Auckland this 10th day of April 2006

.....
